



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint no.:</b>	<b>756 of 2025</b>
<b>Date of filing:</b>	<b>23.05.2025</b>
<b>First date of hearing:</b>	<b>15.09.2025</b>
<b>Date of decision:</b>	<b>30.03.2026</b>

**Suman Bala**

W/o Sh. Balraj Singh,

R/o Village Anandpur,

P.O. Jai Singh Pur Khera (Bawal),

Tehsil Bawal, Distt. Rewari, Haryana- 123501

.....COMPLAINANT

Versus

**1. M/s Vipul Limited**

Vipul Tech Square, Golf Course Road,

Sector-43, Gurugram, Haryana-122009

**2. Choice Real Estate Developers Pvt. Ltd.**

Vipul Tech Square, Golf Course Road,

Sector-43, Gurugram, Haryana-122009

...RESPONDENT(S)

**Present:** - Adv. Garvit Gupta , counsel for the complainant through VC.

Adv. Vineet Sehgal , counsel for the respondents through VC.

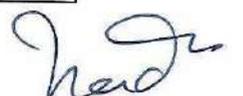
**ORDER: (NADIM AKHTAR –MEMBER)**

1. Present complaint has been filed on 23.05.2025 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

**A. UNIT AND PROJECT RELATED DETAILS:**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Pratham Apartments, Rewari, Haryana
2.	RERA Registered/not registered	Unregistered
3.	Details of allotted unit.	901, 9th Floor, Tower-4
4.	Allotment letter	02.01.2015
5.	Buyer Agreement	15.01.2015
6.	Possession Clause	Clause 8.1(a) ....vendor based on its present plans and estimates shall endeavour to hand over



		the possession of the Flat within a period of 48 (Forty Eight) months from the date of signing of this Agreement. The Vendee agrees and understands that the Vendor shall be entitled to a grace period of 90 days...
7.	Deemed date of possession	15.01.2019
8.	Total Sale Consideration	₹34,47,444/-
9.	Amount paid by the complainant	₹28,61,419/-

**B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:**

3. That the complainant had booked a residential unit in the project namely; "Pratham Apartments" in Revenue Estate of Bawal, Sector 10-A, Rewari, Haryana and paid ₹3,23,775/- as booking amount on 02.01.2015. Copy of receipt is annexed as Annexure C-3.
4. That the respondents issued an allotment letter in favour of the complainant on 02.01.2025 vide which unit no. 901 in Tower-4 situated on the ninth floor was allotted to the complainant. The complainant made verbal objections to the respondents that terms and conditions of the Allotment letter were unilateral. The respondent assured the complainant that it would be diligent in complying with its obligations and deliver the timely possession of the unit. Therefore, the complainant made payments towards said allotted unit.

*Handwritten signature*

5. That respondent no. 1 had attached the payment plan of the said allotted unit along with the allotment letter, according to which the total sale consideration was ₹34,47,444/-(inclusive of EDC and IDC). Copy of allotment letter dated 02.01.2015 is annexed as Annexure C4.
6. That the flat buyer agreement was executed between the parties on 15.01.2015. The complainant made vocal objections to the unilateral and arbitrary provisions of the agreement requesting balancing terms to the respondents. However, the complainant's request was rejected by the respondents stating that the earnest amount will be forfeited if the complainant refuses to execute the agreement. Therefore, the complainant accepted the unilateral terms of the Buyer's agreement. Copy of the Flat Buyer's Agreement dated 15.01.2015 is annexed as Annexure C5.
7. That the complainant availed a housing loan from Housing Development Finance Corporation Limited (referred to as HDFC. Ltd). A loan of ₹27,00,000/- was sanctioned by HDFC Ltd. Subsequently, the respondents issued a permission to mortgage letter dated 19.02.2015 to HDFC Ltd. Copy of the said letter dated 19.02.2015 is attached as Annexure C6.
8. That respondents had issued various demand letters to the complainant for the payments on account of casting of various floor slabs, casting of terrace, completion of brick work, internal plaster, etc., for which complainant has paid the amount of ₹25,37,644/- as and when demanded by the respondent from the period of 21.01.2015 to 28.03.2017. Copy of

demand letters dated 21.01.2015, 11.02.2015, 20.05.2015, 08.08.2015, 04.11.2015, 25.02.2016, 21.02.2017, 28.03.2017 and copy of the receipts dated 02.02.2015, 10.03.2015, 08.06.2015, 31.08.2015, 24.11.2015, 16.03.2016, 15.03.2017 and 18.04.2017 are annexed as Annexure C-7 to C24.

9. That as per Clause 8.1(a), possession of the unit was to be delivered within a period of 48 months from the date of agreement, i.e., by 15.01.2019. The complainant has paid a total amount of ₹28,61,419/- against total sale consideration of ₹34,47,444/- as and when demanded by the respondents without any default on her part. Despite making timely payments, the respondents failed to perform its obligation of construction and timely delivery.
10. That complainant visited the office of the respondents on various occasions; however, respondents had given vague reasons for the delay in the project. Thereafter, complainant sent several letters dated 23.12.2020, 18.08.2021, 07.12.2021, 31.03.2022, 23.03.2023, 26.12.2023 and 24.04.2025 highlighting the illegalities committed by the respondents in causing the delay in handing over the possession of the said allotted unit to the complainant. Copies of letters are annexed as Annexures C25 (colly).
11. Thereafter, the respondents did not raise any demand as the construction activity was suspended. The complainant telephonically enquired about the execution of the Conveyance Deed. However, no satisfactory response has

- been received from the respondents on the default of delay caused for offering the possession of the unit.
12. Even after continuous follow-ups, the respondents failed to adhere to its own commitments. There is an inordinate delay of more than 6 years without offering any justification. The said project of the respondents is not completed till date and the said fact is evident from the website of Respondent No. 1 wherein the said project is listed to be under construction despite lapse of a considerable time from the due date of handing over of possession. Copy of the screenshot of website of the Respondent No.1 is attached as Annexure C26.
  13. That the respondents have misused and converted to its own use the hard-earned amounts received from the complainant. The complainant has suffered grave financial hardship, mental agony, and harassment on account of the false and misleading promises made by the respondents.
  14. In terms of Section 18(1) of the RERA Act, 2016 read with Rule 15 of the Haryana RERA Rules, 2017, the Complainant is entitled to claim interest for the delay in handing over possession.
  15. That the respondents have even failed to renew the registration certificate of the project from this Hon'ble Authority and have acted in blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016.



16. That the respondents have deliberately, mischievously, dishonestly and with mala fide motives cheated and defrauded the complainant. As per Section 4(2)(g) of the Real Estate (Regulation and Development) Act, 2016, a Promoter is bound to submit proforma of the Conveyance deed proposed to be signed with the allottees. Further, as per Section 11(4)(f) and Section 17 of the Real Estate (Regulation and Development) Act, 2016, the promoter is duty bound to execute a registered conveyance deed in favour of an allottee.
17. That the project is an ongoing project and hence falls under the first proviso to Section 3(1) of RERA 2016. The complainant believes that no occupation and completion certificate has been issued for the project in question till date and hence this project falls clearly under the jurisdiction of this Hon'ble Authority.
18. On account of illegal action and omission on the part of the respondents, it is the complainant who has suffered financially. Hence, complainant reserves her right to approach the appropriate Forum to seek compensation.

**C. RELIEFS SOUGHT-**

19. That the complainant seek following relief and directions to the respondents:-
- i. To direct the respondents to pay amount towards interest for every month of delay as per Section 18 of the RERA Act, 2016 at prevailing rate of interest from 15.04.2019 till actual handing of the possession.



- ii. To direct the respondents to handover the possession of the unit, in a habitable state, after obtaining the OC from the concerned Authorities.
- iii. To direct the respondents to execute the Conveyance deed of the allotted unit in favour of the Complainant.
- iv. To direct the respondents to not raise any payment demand, in violation of the provisions of the RERA Act, 2016 and/or contrary to the terms of the Agreement.
- v. To direct the respondents not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the Respondents on the Complainant, at the time of possession.
- vi. To direct the respondents not to charge from / have the complainant pay stamp duty/ other outgoes, taxes and rates in excess to the rate prevailing/ circle rate as on 15.04.2019. The respondents need to bear any additional cost towards the same or similar such outgoes or expenses.
- vii. To pass an order imposing penalty on the respondents on account of various defaults and illegalities under RERA Act, 2016 and the same be ordered to be paid to the complainant.
- viii. Any other relief as may be deemed fit by this Hon'ble Authority in favour of the complainant and against the respondents.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS**

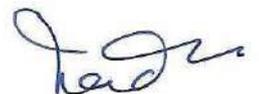
20. The respondents submitted a detailed reply on 03.02.2026 contesting the complainant's claims on several grounds.



21. That each and every averment, contention, and allegation made in the complaint, is contrary to or inconsistent with the true and complete facts of the case. The present complaint is baseless, misconceived, and mala fide, and is liable to be dismissed with costs.
22. That respondent no. 2 had acquired and purchased land admeasuring 9.60 acres situated within the revenue estate of village Bawal, Sector 10A, Tehsil and District Rewari, Haryana, with a view to promote and develop a group housing colony known as "Pratham Apartments". Respondent no. 1 has not received any sale consideration amount from the complainant and is only the developer and marketing agent, therefore, the complaint qua the respondent no.1 is liable to be dismissed.
23. That complainant being desirous of purchasing a flat/residential unit in the aforesaid Project approached the respondents and after being completely satisfied in all respects the complainant took extensively deliberated decision of booking a flat/ residential unit in the group housing project known as "Pratham Apartments" and vide application in 2015 had applied for provisional registration of a residential unit in the aforesaid group housing complex, i.e., "Pratham Apartments".
24. That the respondents company in furtherance of the application form so submitted by the complainant and earnest money so received from the complainant made the provisional allotment of residential flat bearing no. 901 in Tower 4 at 9th Floor, in the aforesaid group housing project known

as "Pratham Apartments" in favour of the complainant. Respondents company along with the said allotment letter had further sent the terms and conditions for allotment of flat as well as schedule of payment which was a construction linked plan as opted by the complainant. The allotment letters, terms and conditions for allotment of flat were voluntarily agreed by the complainant.

25. That the respondents had sent the Flat Buyer Agreement dated 15.01.2015 to the complainant which was voluntarily and consciously executed by the complainant on the same day.
26. That respondents company has made every endeavour to finish the development work of the project well within time and the project reached near completion. However, due to force majeure conditions and scenario of covid pandemic, delay was caused in the final development work of the project. The fact of force majeure was duly conveyed to the complainant but the same has been concealed by the complainant by filing the present complaint. Thus, this complaint is liable to be dismissed on the ground of concealment of vital facts.
27. That the development works of the project is on the final stage and shortly the company will approach the DTCP, Haryana for grant of Occupation Certificate. After obtaining the Occupation Certificate from the competent Authority, further steps will be imitated as per Law and the property in question will be transferred in favour of the complainant.



28. That the respondents have already initiated the process of making necessary compliance as per RERA Act and all the compliances will be done in a short span of time. Once the project is near completion, the complainant cannot be allowed to withdraw from the same. The possession of the flat will be offered shortly to the complainant.

29. That in view of the aforesaid facts, it is submitted that the captioned complaint deserves to be dismissed.

**E. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENTS**

30. During oral arguments, both parties reiterated their arguments as were submitted in writing. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

**F. ISSUES FOR ADJUDICATION**

31. Whether the complainant is entitled to get possession of booked plot along with delay interest in terms of Section 18 of RERA, Act of 2016?

**G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

32. The Authority has carefully examined the rival contentions and perused the documents placed on record. It is an admitted fact that Unit No. 901, Ninth Floor, Tower-4, was allotted to the complainant in the project of the respondents namely "Pratham Apartments, Rewari, Haryana through an Allotment Letter dated 02.01.2015. Buyer Agreement was executed between the parties on 15.01.2015. Complainant has made payment of

₹28,61,419/- to the respondents out of total sale consideration of ₹34,47,444/-.

33. **Findings on the objections raised by the respondents-**

- a. **That Respondent No. 1 (Vipul Ltd.) is merely a developer and marketing agent, and has not received any sale consideration amount from the complainant. Therefore, compliant qua respondent no.1 is liable to be dismissed.**

The respondents submissions regarding Respondent No. 1 (Vipul Ltd.) being an unnecessary party is wholly misconceived. This complaint is maintainable under RERA, as the Flat Buyer Agreement has been jointly executed between the complainants, Vipul Ltd., and Choice Real Estate Developers Pvt. Ltd. The contract clearly bears the names of both respondents, thereby establishing their joint responsibility. Further, all demands have been raised in the name of respondent no. 1 (Vipul Ltd.) and the payment receipts have also been issued in the name of Vipul Ltd. This clearly shows that the entire contractual relationship exists with both respondents, who are jointly and severally obligated towards the complainants. Hence, Respondent No. 1 is not merely a developer and marketing agent but a proper and necessary party to the present proceedings, and the objection to its inclusion is liable to be rejected.

- b. ***Objections regarding force majeure conditions.***

The respondents have raised objections contending that the delay in handing over possession of the unit is attributable to force majeure

circumstances, such as construction bans imposed by NGT affecting the project including the outbreak of the COVID-19 pandemic.

Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the concept under the Indian Contract Act, 1872 needs to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to "those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control". Black's Law Dictionary defines Force Majeure as follows, "In the law of insurance, superior or irresistible force. Such a clause is common in construction contracts to protect the parties in the event apart of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance."

In India, it is often referred to as an "act of God". Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term "Force Majeure" is

based on the concept of the Doctrine of Frustration under the Indian Contract Act, 1872; particularly Sections 32 and 56. The law uses the term "impossible" while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, "impossibility" refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of *Alopi Parshad and Sons Ltd vs Union of India*, AIR 1960 SC 588 and the landmark *Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors* (2017) 2017 3 AWC 2692 SC, the Supreme Court of India has categorically stated *that mere commercial onerousness, hardship, material loss, or inconvenience cannot constitute frustration of a contract. Furthermore, if it remains possible to fulfill the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.*

*Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that "a contract to do an act which, after the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful."* It is the performance of contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. The Supreme Court in *Energy Watchdog and Ors. Vs.*

Central Electricity Regulatory Commission and Ors (2017)-2017 3 AWC  
2692 SC lent further insight into interpreting a Force Majeure situation  
i.e.,

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless perform etc., will all be taken into consideration in understanding the parties' intent;
- Force majeure events must be unforeseeable by both parties;
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- **Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.**

In the present case, the respondents were obligated to deliver possession of the unit to the complainant within the period stipulated in the clause 8.1(a) of the Flat Buyer Agreement, i.e., 48 months from the date of execution of flat buyer agreement, which comes out to be 15.01.2019.

Clause 8.1(a) is reproduced below-

*“Subject to terms of this clause and subject to the Vendee having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and complied with all provisions, formalities, documentation etc., as prescribed by the Vendors and all just exceptions, the Vendor based*

*on its present plans and estimates shall endeavour to hand over the possession of the Flat within a period of 48 (forty eight) months from the date of signing of this Agreement. The Vendee agrees and understands that the Vendor shall be entitled to a grace period of 90 days, after the expiry of 48 months, for applying and obtaining the occupation certificate in phases in respect of the different towers of the Group Housing Complex."*

As per HRERA notification dated 26.05.2020 and 02.08.2021, an extension of 9 months is granted for the projects having completion/due date on or after 25.03.2020. However, the completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 15.01.2019 which is much prior to 25.03.2020. By the time that the Covid-19 pandemic halted the construction activities, the construction of the project in question should have already been completed and possession should have been delivered to the complainant. Therefore, in view of above said notifications and observations. no extension is granted to the respondents for the project in question. Furthermore, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020* dated 29.05.2020 has observed that:

*"69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since September, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same. the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for*

*non-performance of a contract for which the deadline was much before the outbreak itself. The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself"*

Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondents cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition.

Authority observes that respondents have not fulfilled this obligation within the agreed timelines. There is delay on the part of the respondents and the various reasons given by the respondents such as various restrain orders passed by National Green Tribunal and Covid pandemic are not convincing enough as the due date of possession was in the year 2019 as per the agreement and incidents which have been mentioned by the respondents are after this period; therefore the respondents cannot be allowed to take advantage of the delay on their part by claiming the delay on above accounts. So, the plea of respondents to consider force majeure conditions towards delay caused in delivery of possession is without any basis and the same is rejected.

Authority is of view that if the respondents had completed the construction within 48 months of execution of agreement, i.e., by



15.01.2019, then time period of 90 days was provided for applying for occupation certificate. Here in this case, respondents did not abide by the terms of agreement and failed to complete construction within stipulated time. Even till date, respondents have not applied for the Occupation Certificate. Time period of more than 6 years taken by respondents to complete the construction work and receipt of occupation certificate is not a reasonable duration. Respondents herein are claiming benefit out of its own wrong. Such a proposition is not acceptable being devoid of merit. Hence, grant of 90 days grace period is not given to the respondents and deemed date of possession is taken and considered as **15.01.2019**.

34. Further, the Authority vide orders dated 15.09.2025 and 12.01.2026 directed the complainant to clarify as to how and under which provisions of the RERA Act, 2016, relief no. iv, v, vi, vii, can be sought/ granted by the Authority. The complainant has neither pressed upon or argued the same during the hearing nor any written statement with respect to the same have been placed on record by the complainant. Therefore, the Authority deems it appropriate not to adjudicate on these reliefs.
35. Since complainant is not interested to withdraw from the project and wants to continue with the project, respondents are directed to pay the complainant upfront interest on the amount paid by her from deemed date of possession, i.e., 15.01.2019 along the date of the order and also future interest for every month of delay occurring thereafter till the handing over

of possession of the plot. Further respondents are prohibited from alienating the land of the project in question for any purposes except for completion of the project.

36. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

*“Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”.*

37. The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

38. Consequently, as per website of the State Bank of India, i.e. <https://sbi.co.in>, the marginal cost of lending rate (in short MCLR) as on date i.e.



30.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

39. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

*(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation.-For the purpose of this clause-*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

40. Hence, Authority directs respondents to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.80% (8.80% + 2.00%) from the due date of possession i.e. 15.01.2019 to date of valid offer of possession, which is yet to be issued by respondents to complainant. For purpose of calculation delay interest is calculated upto date of this order and for further delay, if any caused by respondents, monthly interest is awarded.



41. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order and said amount works out to ₹22,28,426/- as per detail given in the table below:

Sr. no.	Principal Amount (in ₹)	Deemed date of possession	Interest Accrued till 30.03.2026 (in ₹)
1.	28,61,419/-	15.01.2019	22,28,426/-
Monthly interest = ₹25,400/-			

#### H. DIRECTIONS OF THE AUTHORITY

42. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA Act,2016 to ensure the compliance of obligations cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016
- i. Respondents are directed to offer possession of the unit within next 45 days after obtaining Occupation Certificate from the concerned Authority.
  - ii. Respondents are directed to pay upfront delay interest as calculated in para 41 of the order to the complainant towards delay already caused in handing over the possession within 90 days from the date of uploading of the order. Further, on the entire amount of ₹28,61,419/-, monthly interest of ₹25,400/- shall be payable by the respondent to



the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

- iii. Further respondents are directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainant.
- iv. Complainant will remain liable to pay balance consideration, if any, amount to the respondents at the time of actual possession offered to her. Respondents shall not charge for anything more which is not part of the buyer's agreement.
- v. The rate of interest is chargeable from the complainant by the respondents, in case of default shall be charged at the prescribed rate i.e., 10.80% which is the same rate of interest which the respondents shall be liable to pay to the complainant.

43. Hence, the complaint is accordingly **disposed of** in view of above terms.

File be consigned to the record room after uploading of the order on the website of the Authority.



.....  
NADIM AKHTAR  
[MEMBER]