



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

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|-------------------------------|--------------|
| <b>Complaint no.:</b>         | 1598 of 2024 |
| <b>Date of filing:</b>        | 18.10.2024   |
| <b>First date of hearing:</b> | 02.12.2024   |
| <b>Date of decision:</b>      | 06.04.2026   |

**1. Mr. Sanjeev Suri**

S/o Late Sh. Vijay Kumar Suri,  
R/o 8285/12, Ram Swaroop Building,  
Roshnara Road, Malka Ganj,  
Delhi-110007

**2. Mrs. Usha Negi Suri**

W/o Mr. Sanjeev Suri  
R/o 8285/12, Ram Swaroop Building,  
Roshnara Road, Malka Ganj,  
Delhi-110007

.....COMPLAINANTS

Versus

**M/s Jotindra Steel & Tubes Ltd.**

*Registered Office:* 14/3, Mathura Road  
Faridabad, Haryana-121003  
(Through its Director)

.....RESPONDENT

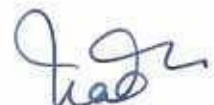
**Present:** - Mr. Sanjeev Suri and Mrs. Usha Negi Suri complainants themselves through VC .

Adv. Amrit Singh, counsel for the respondent through VC.

**ORDER (NADIM AKHTAR –MEMBER)**

**A. FACTS OF THE COMPLAINT**

1. The present complaint before the Hon'ble Authority arises out of the wrongful and illegal cancellation of the commercial unit allotted to the complainants, coupled with the persistent failure of the respondent to comply with its obligations regarding offer of possession along with Occupation/Completion Certificate, as mandated under the Real Estate (Regulation and Development) Act, 2016.
2. That the complainants are the allottees of Shop No. 11, admeasuring super area 390 sq. ft. (carpet area 7'11" x 28'10"), situated on the Ground Floor of the commercial component "High Street 45" forming part of the Affordable Group Housing Project namely "Shree Homes by Sarvome", located at Sector-45, Faridabad, Haryana, developed by the respondent company for a total sale consideration of ₹41,71,440/- (exclusive of applicable taxes).
3. That the respondent is a promoter/developer within the meaning of the Act, having its registered office at 14/3, Mathura Road, Sector-45, Faridabad, Haryana. The project is being developed under License No. 52 of 2019 and is duly registered with HRERA under Registration No. HRERA-PKL-FBD-112/2019.



4. That the complainants applied for allotment of the said commercial unit vide Application No. 297 dated 26.06.2021, and paid an initial booking amount of ₹5,00,000/- through cheques. Subsequently, the complainants paid a total sum of ₹15,75,000/- (inclusive of GST) towards booking of the unit through four cheques, details whereof are annexed as *Annexure C-2 (Colly.)*.
5. That pursuant to the said application, the respondent allotted the above-mentioned unit to the complainants vide Allotment Letter dated 05.08.2021 (*Annexure C-3*).
6. That thereafter, a Builder Buyer Agreement (BBA) was executed and registered between the parties on 19.08.2021 (GRN No. 80857269), wherein it was agreed that the conveyance deed would be executed subsequently (*Annexure C-4*).
7. That as per the payment plan (Schedule-A) of the BBA, the complainants were required to pay ₹15,75,000/- at the time of application, and the balance amount was payable only upon offer of possession for fit-outs.
8. That despite the complainants having complied with the agreed payment schedule, the respondent, without issuing any valid demand in accordance with the BBA and without offering possession, issued a cancellation letter dated 25.05.2023, alleging non-payment of dues and invoking Clause 9.3(ii)



of the BBA, thereby cancelling the allotment and forfeiting the deposited amount (*Annexure C-5*).

9. That the said cancellation is arbitrary, illegal, and contrary to the terms of the BBA, as no lawful demand was ever raised in terms of Schedule-A, nor was possession offered in accordance with Clause 7 of the Agreement.
10. That the complainants, vide reply dated 09.06.2023, denied all allegations and reiterated their willingness to pay the balance amount strictly in accordance with the payment plan (*Annexure C-6*).
11. That thereafter, the complainants issued a legal notice dated 19.06.2023, again expressing readiness to make payment and calling upon the respondent to provide details of outstanding dues and status of possession. However, no response was received from the respondent (*Annexure C-7*).
12. That the complainants have consistently followed up with the respondent through multiple emails dated 08.04.2023, 01.06.2023, 07.06.2023, 30.07.2023, 27.07.2023, 06.11.2023, 16.05.2024, 13.07.2024, and 27.08.2024, but the respondent has failed to respond (*Annexure C-8 Colly*).
13. That the respondent has acted in gross violation of Section 13 of the RERA Act, 2016, by accepting more than 10% of the sale consideration prior to execution and registration of the Builder Buyer Agreement.



14. That as per Clause 7 of the BBA, the respondent was obligated to complete the project and offer possession within 36 months plus 12 months grace period from the date of execution of the Agreement. However, till date, neither the project has been completed nor possession has been offered.
15. That as per the terms of the BBA, possession can only be offered upon obtaining the Occupation Certificate, which has admittedly not been obtained by the respondent.
16. That in terms of Clause 9.1 of the BBA, failure to deliver possession within the stipulated time constitutes a default on the part of the promoter, entitling the allottee to relief under Clause 9.2.
17. That in terms of Clause 9.2, the complainants were entitled to withhold further payments until completion of construction and offer of possession, and therefore, no default can be attributed to them.
18. That the respondent, instead of fulfilling its contractual and statutory obligations, has illegally cancelled the allotment in order to resell the unit at higher prevailing market rates, thereby causing grave financial loss and mental harassment to the complainants.

**B. RELIEFS SOUGHT**

19. Complainants vide present complaint have sought following reliefs:



- i. Direct the Respondent to revoke the letter pertaining to illegal cancellation of Shop No.11, admeasuring Super area: 390.00 Sq. ft. with Carpet area: 7'11" x 28'10" of "Ground Floor" a retail unit in the Commercial Portion "High Street 45" of the Affordable Group Housing Complex, "Shree Homes by Sarvome" situated in Sector-45, Faridabad, Haryana, 121010 allotted to the Complainants and restore the commercial space to Complainants. As non-compliance and default is on the part of the Respondent herein with regard to the offer of Possession along with Occupation Certificate and completion of the Project. And
- ii. Direct the Respondent to grant such a penalty, as may deem fit and proper by this Hon'ble Authority, towards the delay in offering of possession of the commercial space as promised along with interest @ 18% until the day of possession. And
- iii. Direct the Respondent to pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) to the Complainants towards the cost of litigation; and towards exemplary damages mental agony and harassment to the Complainants. Or
- iv. Any other order, relief or directions as may be deemed fit and appropriate may also be kindly passed in favour of the Complainants..



**C. REPLY ON BEHALF OF RESPONDENT**

Respondent submitted a detailed reply on 07.11.2025 in the registry of the Authority pleading therein as under:

20. That the present complaint is wholly misconceived, false, and devoid of merit, and is liable to be dismissed at the outset. The complainants have failed to establish any violation of the provisions of the Real Estate (Regulation and Development) Act, 2016. On the contrary, the present complaint is a mala fide attempt to conceal their own continuous defaults under the Builder Buyer Agreement dated 19.08.2021.
21. That the complainants voluntarily executed the Builder Buyer Agreement (BBA) after due application of mind and full understanding of its terms and conditions. Having consciously agreed to the contractual obligations, the complainants are now estopped from taking a contrary stand. It is a settled principle of law that a party who is itself in breach cannot seek relief. Reliance is placed on the judgment of the Hon'ble Supreme Court in *M/s Imperia Structures Ltd. vs. Anil Patni & Anr.*, (2020) 10 SCC 783, wherein it has been held that a party committing breach cannot take advantage of its own wrong.
22. That the complainants have ceased to qualify as "Allottees" within the meaning of the Act, owing to termination of the BBA on account of their

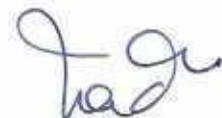


persistent defaults. Despite repeated demand notices and reminders issued by the respondent, the complainants failed to clear the outstanding dues. The present complaint has been filed after an unexplained delay of more than one year from the date of cancellation, thereby attracting the doctrine of acquiescence and delay. It is a settled principle that "*he who seeks equity must come with clean hands*", as held in *Precision Electronics Ltd. vs. Hyderabad Stock Exchange Ltd.*, (1992) 4 SCC 739.

23. That the complainants have deliberately suppressed material facts, including their status as chronic defaulters since inception, receipt of multiple demand notices, and their failure to comply with payment obligations. The complaint is thus a misleading narrative aimed at misrepresenting facts and shifting the blame upon the respondent.
24. That Clause 10.2 of the BBA clearly provides for temporary possession for fit-out purposes, subject to payment of the total sale consideration and other charges. The complainants have misinterpreted the said clause to falsely allege that the respondent offered possession without obtaining the Occupation Certificate. It is submitted that such temporary possession is merely a facilitative arrangement and does not amount to legal possession under the Act.



25. That the Occupation Certificate was duly obtained by the respondent on 23.04.2023, and therefore, the allegations regarding non-compliance with statutory requirements are baseless and denied.
26. That the complainants opted for the 50:50 payment plan, under which they were required to pay 50% of the total sale consideration (₹20,85,720/-) at the time of application. However, the complainants admittedly paid only ₹15,75,000/-, thereby creating an immediate shortfall of ₹5,10,720/-. This initial default itself constitutes a fundamental breach of contract. It is settled law that time is of the essence in commercial contracts, as held in *United India Insurance Co. Ltd. vs. Pushpalaya Printers, (2004) 3 SCC 694*.
27. That all demand letters and notices were duly issued and served at the address provided by the complainants in the BBA. The return of certain communications with remarks such as “no such person” clearly indicates deliberate avoidance on the part of the complainants. In this regard, reliance is placed on *Juggilal Kamlapat vs. Firm Motor Union, AIR 1961 SC 1356*, wherein it was held that service at the address furnished by a party constitutes valid service.
28. That in terms of Clause 9.3 of the BBA, continuous default in payment beyond a period of 90 days after issuance of notice results in automatic cancellation of allotment. Accordingly, the allotment of the complainants was



validly cancelled vide letter dated 25.05.2023, and the BBA stood terminated. Upon such termination, the relationship of promoter and allottee ceased to exist, and the complainants are not entitled to seek restoration of allotment.

29. That the present complaint is not maintainable, as it seeks reliefs premised on the subsistence of the BBA, which already stands terminated in accordance with contractual terms.
30. That the complaint suffers from gross delay and laches, having been filed on 08.10.2024, i.e., after more than one year from the date of cancellation. Such inordinate delay clearly demonstrates lack of bona fides and renders the complaint liable to be dismissed. Reliance is placed on *Consolidated Engineering Enterprises vs. Principal Secretary, Irrigation Department, (2008) 7 SCC 169*, wherein it was held that delay defeats equity.
31. That as per Clause 7.1 of the BBA, the possession period is 36 months with an additional grace period of 12 months, subject to timely payment by the allottee and other contingencies such as force majeure, governmental delays, and infrastructural constraints. Since the complainants themselves defaulted in payments, they cannot allege delay on part of the respondent.
32. That the complainants have also concealed that a conditional restoration opportunity was granted by the respondent, requiring them to clear all outstanding dues within a stipulated period. Despite such opportunity, the



complainants failed to comply, and therefore, the cancellation attained finality.

33. That the complainants have approached this Hon'ble Authority with unclean hands, having suppressed material facts including their payment defaults, service of notices, and failure to avail restoration opportunity. In *S.P. Chengalvaraya Naidu vs. Jagannath*, (1994) 1 SCC 1, the Hon'ble Supreme Court held that suppression of material facts disentitles a party from any relief.
34. That the cancellation of allotment has been carried out strictly in accordance with Clause 9.3 of the BBA and applicable policy provisions. The respondent has followed due process of law, and no illegality or arbitrariness can be attributed to its actions.
35. That it is a settled principle of law that contractual terms voluntarily agreed upon are binding upon the parties, and cannot be avoided subsequently. Reliance is placed on *Ircon International Ltd. vs. Arun Kumar*, (2007) 6 SCC 31. In view of the above, it is submitted that the present complaint is false, frivolous, and an abuse of the process of law, and is liable to be dismissed with costs.



**D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT**

36. Complainants and learned Counsel appearing on behalf of respondent reiterated the submissions made in their respective complaint, reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

**E. ISSUE FOR ADJUDICATION**


37. Whether the complainants are entitled for reliefs sought by her or not?

**F. OBSERVATIONS AND DECISION OF AUTHORITY**

38. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes as follows:

39. It is an admitted position on record that the complainants applied for allotment of a commercial unit in the respondent's project namely "*Shree Homes by Sarvome*", Sector-45, Faridabad, Haryana vide application form dated 26.06.2021. Pursuant thereto, the complainants were allotted Shop No. 11, admeasuring a super area of 390 sq. ft., vide allotment letter dated 05.08.2021. Thereafter, an Agreement for Sale/Builder Buyer Agreement was executed between the parties on 19.08.2021 in accordance with the Affordable Housing Policy, 2013.

40. As per Clause 7.1 of the Agreement, the respondent was obligated to hand over possession of the unit within a period of 36 months, along with an additional grace period of 12 months, from the date of execution of the Agreement for Sale. Accordingly, the deemed date for handing over possession works out to 19.08.2025.
41. In view of the pleadings and material placed on record, the primary issue that arises for adjudication is whether the complainants are entitled to the relief of possession along with delay interest as sought in the present complaint.
42. The first issue raised by the respondent is that the complainant had opted for the 50:50 payment plan at the time of application and, having failed to adhere to the said plan, the allotment was validly cancelled vide cancellation letter dated 25.03.2023. The Authority has carefully examined the entire record, including the pleadings of the parties and the documents placed on file. It is not disputed that at the time of application the complainant had initially opted for the 50:50 payment plan. However, a perusal of the Builder Buyer Agreement executed between the parties reveals that, at the time of execution of the Agreement, the operative payment plan was the one incorporated in **Schedule-A of the Builder Buyer Agreement** (Annexure at Page 54 of the complaint and Page 69 of the reply). As per the said Schedule-A payment plan, the complainant was required to pay a sum of ₹15,75,000/- at the time of



booking and the balance amount was payable at the time of offer of fit-out possession. It is a matter of record, and duly supported by receipts annexed by the complainant, that the complainant had already paid the entire booking amount of ₹15,75,000/- in terms of the Agreement. Once the complainant had complied with the payment obligations under the agreed Schedule-A payment plan, the contractual obligation shifted upon the respondent to offer fit-out/temporary possession, thereby triggering the stage for payment of the remaining consideration. In this regard, reliance is placed on Clause 10.2 of the Agreement, which provides that in case the allottee intends to carry out interior works, the company may permit temporary possession of the shop for fit-out purposes. However, the respondent has failed to place on record any document to demonstrate that fit-out/temporary possession was ever offered to the complainant. In the absence of such offer, the stage for payment of the balance consideration never arose.

43. Further, the Authority observes that the 50:50 payment plan annexed with the application form bears only the signatures of the applicants. In contrast, the payment schedule forming part of the Builder Buyer Agreement has been duly executed and signed by both parties. It is a settled principle of law that a document executed by both parties constitutes the binding contract governing their rights and obligations. Moreover, the terms and conditions contained in



the Builder Buyer Agreement, being the final and concluded contract between the parties, supersede any earlier terms contained in the application form. Once the Agreement for Sale has been executed, the relationship between the parties must be regulated strictly in accordance with the provisions of the said Agreement, and any reliance on the application form in derogation of the Agreement cannot be sustained.

44. This view is fortified by the judgment of the Hon'ble Supreme Court in *Bharathi Knitting Company vs. DHL Worldwide Express Courier Division of Airfreight Ltd. (1996) 4 SCC 704*, wherein it was held that "*It is seen that when a person signs a document which contains certain contractual terms, as rightly pointed out by Mr. R.F. Nariman, learned senior counsel, that normally parties are bound by such contracts it is for the party to establish exception in a suit. When a party to the contract disputes the binding nature of the signed document, it is for him to prove the terms in the contract or circumstances in which he came to sign the documents need to be established.*"

45. Authority further observes that the respondent has contended that the allotment of the complainant stood cancelled vide cancellation letter dated 25.03.2023 on account of alleged default in payment by the allottee. The Authority has carefully examined this contention in light of the Affordable



Housing Policy, 2013, under which the present project was admittedly developed and in terms of which the Builder Buyer Agreement was also executed. The respondent itself has placed reliance upon the provisions of the said policy and has annexed a copy of the same along with its reply as Annexure R-1 at page no. 21 of reply. The Authority has perused Clause *5(iii)(I) of the Affordable Housing Policy, 2013*, which specifically prescribes the mandatory procedure to be followed in case of default by an allottee in payment of instalments. As per the said clause, upon default in payment, the coloniser is first required to issue a reminder granting 15 days' time to deposit the outstanding dues. In the event of continued default, the list of such defaulters is required to be published in a regional Hindi newspaper having circulation of more than ten thousand copies in the State, granting a further period of 15 days from the date of publication to clear the dues. Only upon failure even thereafter can the allotment be cancelled. The clause further mandates that in such cases only a sum of ₹25,000/- may be deducted and the balance amount is to be refunded to the applicant. In the present case, the documents placed on record reveal that the respondent has merely issued a cancellation letter dated 25.03.2023 to the complainant. However, no material has been placed on record to demonstrate compliance with the mandatory requirement of publication of the list of defaulters in a regional Hindi



newspaper as prescribed under the Affordable Housing Policy, 2013. The procedure laid down under the policy is mandatory in nature, particularly when the project itself has been launched and governed under the said policy. The Authority further observes that the respondent has forfeited the entire booking amount deposited by the complainant. This action is also contrary to the Affordable Housing Policy, 2013, which expressly permits deduction of only ₹25,000/- upon cancellation and mandates refund of the remaining amount. It is also noteworthy that Clause 9.3 of the Builder Buyer Agreement provides for cancellation in case of continued default beyond 90 days after notice. The Agreement itself has been executed in terms of the Affordable Housing Policy, 2013. Once the project is governed by a statutory policy, the terms of the Agreement cannot be interpreted or enforced in a manner contrary to the said policy. In view of the above, the Authority holds that the respondent has acted in violation of the mandatory provisions of Clause 5(iii)(I) of the Affordable Housing Policy, 2013. Consequently, the cancellation of the allotment vide letter dated 25.03.2023 is unsustainable in the eyes of law and is hereby set aside and declared *invalid*.

46. The Hon'ble Supreme Court in *Pioneer Urban Land and Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 SCC 725, has held that:



*"A clause in a contract which is one-sided, unfair and unreasonable and gives the builder an undue advantage, is against the public interest and cannot be enforced merely because it was signed by the buyer."*

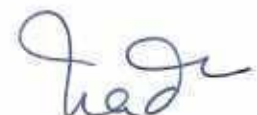
47. Further, the Authority has perused the emails dated 08.04.2023, 01.06.2023, 07.06.2023, 27.07.2023, 30.07.2023, 06.11.2023, 16.05.2024, 13.07.2024 and 27.08.2024 annexed by the complainants in their complainant book, wherein the complainants repeatedly sought clarification from the respondent regarding the offer of possession, status of the Occupation Certificate and payment of the balance consideration. The said correspondence clearly reflects that the complainants were consistently interested in taking possession of the unit. However, the respondent has failed to place on record any documentary proof showing that a valid offer of possession was issued to the complainants. Even during the course of hearings and in its reply, the respondent admitted that the Occupation Certificate was obtained on 23.04.2023, yet a copy of the same has not been annexed on record till date. In the absence of any proof of issuance of a formal offer of possession, the respondent cannot claim that possession was ever validly offered to the complainants. Further, reliance is placed on Clause 7.2 of the Builder Buyer Agreement which provides as under:



**Clause 7.2-** Procedure for taking possession of the said Shop/Commercial Space for commercial usage – *“The Company, upon obtaining the occupation certificate or part thereof of building blocks in respect of the said Complex in which the said Shop/Commercial Space is located, from the competent authority shall offer in writing the possession of the said Shop/Commercial Space within three months from the date of above approval, to the Allottee in terms of this Agreement.”.*

The respondent has admittedly failed to comply with the aforesaid contractual obligation as well.

48. Authority further observes that possession of the unit should have been delivered by 19.08.2025 but it is an admitted fact that respondent had miserably failed to fulfill his obligation to deliver the possession of the unit within stipulated time. Now, respondent is in receipt of occupation certificate on 23.04.2024 but valid offer of possession as per terms of the agreement has not been made thereafter to the complainant till date.
49. Now, issue which remains to be adjudicated is delay interest. Respondent had not offered valid possession of unit till date even after receipt of occupation certificate on 23.04.2024. Complainant herein is interested in having possession of his unit. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option



of taking possession of the unit, the allottee can also demand, and the respondent is liable to pay, interest for the entire period of delay caused at the rates prescribed. The respondent in this case has not made valid offer of possession to the complainant till date. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date of possession i.e., 19.08.2025 up to the date on which a valid offer is sent to them as per above directions of the Authority. For purposes of calculation, delay interest is calculated upto date of this order. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed.

50. In the present complaint, the complainant intend to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act, Section 18 (1) proviso reads as under:-

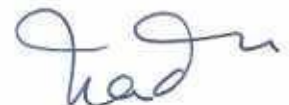
*“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-*

.....

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed”.*

51. 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-*

*1. 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;*

52. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

**“Rule 15:**“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”.*

53. Consequently, as per website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e., 06.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

54. Hence, Authority directs respondent 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. 19.08.2025 to date of valid offer of possession, which is yet to be issued by respondent to complainant. For purpose of calculation delay interest is calculated upto date of this order and for further delay, if any caused by respondent, monthly interest is awarded.

55. Authority has got calculated the interest on total paid amount from due date of possession i.e., 19.08.2025 till the date of order, which works out to ₹1,07,652/- as per detail given in the table below:

| Sr. No.   | Principal Amount<br>(in ₹) | Deemed date of<br>possession or date of<br>payment whichever is<br>later | Interest Accrued till<br>06.04.2026<br>(in ₹) |
|---|----------------------------|--|---|
| 1.  | 15,75,000/-                |  | 1,07,652/-                                    |
| <b>TOTAL-</b>   | <b>15,75,000/-</b>         |  | <b>1,07,652/-</b>                             |
| <b>Monthly<br/>interest<br/>commencing<br/>w.e.f.<br/>06.04.2026.</b> |                            |  | <b>13981/-</b>                                |

**G. DIRECTIONS OF THE AUTHORITY**

56. 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. Respondent is directed to offer possession of the unit within next 45 days alongwith Statement of Account issued in compliance of directions passed in this order incorporating therein delay interest of ₹1,07,652/- to the complainant towards delay already caused in handing over the possession and monthly interest of ₹13981/--
- ii. Further respondent is directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainant.
- iii. Complainant will remain liable to pay balance consideration, if any, amount to the respondent at the time of actual possession offered to them in terms of this order of the Authority.
- iv. The rate of interest is chargeable from the complainant by the respondent, in case of default shall be charged at the prescribed rate i.e., 10.80% which is the same rate of interest which the respondent shall be liable to pay to the complainant.



v. The respondent shall not charge anything more from the complainant except what is decided by the Authority in this order.

57. 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]

