

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by 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 fulfil 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 project, details of sale consideration, 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.	Park Elite Floors, Parklands, Faridabad.
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	II-6/16, Ground floor, 1022sq. ft.
5.	Date of Allotment	24.12.2009

5.	Date of builder buyer agreement	28.09.2010
6.	Due date of possession	28.09.2012
7.	Possession clause in BBA (Clause 4.1)	<p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of total Sale Consideration and Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of execution of floor buyer agreement or on completion of payment of 35% of the basic sale price along with 20% of EDC & IDC by the purchaser whichever is later. The Purchaser(s) agrees and understands that the Seller/Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 24 months, for</p>



		applying and obtaining the occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in the event the Purchaser(s) fails to accept and take the possession of the said Floor within 30 days thereof, the Purchaser(s) shall be deemed to be custodian of the said Floor from the date indicated in the notice of possession and the said Floor shall remain at the risk and cost of the Purchaser(s).
8.	Total sale consideration	₹ 20,55,999/-
9.	Amount paid by complainant	₹25,33,027/-
10.	Offer of possession	14.02.2019
11.	Cancellation letter	15.03.2021
12.	Occupation Certificate	29.03.2023

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainant had applied for a floor with the respondent and the respondent allotted the Floor no. II-6-16, Ground floor, in the project named namely "Park Elite Floors" situated at Sector 75, Faridabad, Haryana on 24.12.2009. Copy of allotment letter is annexed as Annexure A-1. Respondent made a representation at the time

of allotment that unit will be ready within 24 months plus additional 6 months for obtaining Occupation Certificate. With said understanding, the contract came into existence between the parties.

4. A builder buyer agreement which was supposed to be signed immediately but due to delay on part of respondent, it was executed between the parties on 28.09.2010. Copy of builder buyer agreement is enclosed with as Annexure A-4. The respondent had played a mischief by collecting huge amount of money from the complainant before execution of BBA. By the time the BBA was executed the respondent had already demanded and collected huge amount of money against allotted floor which was paid by the complainant to the respondent. The complainant had no choice but to yield to the demand of respondent and sign the one-sided arbitrary BBA having draconian inequitable clauses. True copy of statement of account dated 02.08.2013 showing that the complainant had paid a sum of Rs 25,30,427/- towards allotted unit to the respondent is enclosed as Annexure A-5.
5. That the complainant has paid an amount of Rs 25,30,427/- till now. Respondent has been using the hard earned money of the complainant for over 12 years without giving the floor in return to the complainant as was its obligation under the contract which it had to fulfill in the year 2012.

6. That the respondent had opted unfair trade practices and deficiency in services by duping the home buyers by luring them to handover the possession in 24 months with a grace period of 6 months. After a delay of seven years the company to extract more money from the complainant offered defective and incomplete possession of the unit in question on 14.02.2019 however, with an additional demand of Rs 8,51,576/-. Offer of possession was merely a paper possession as the development works were still incomplete and no occupation certificate had even been applied by the company. Said defective offer of possession had no competent of delay penalty in accordance with the Act. True copy of impugned offer of possession dated 14.02.2019 is enclosed as Annexure A-6.
7. That the complainant sent an email requesting that the unit is incomplete and the delay penalty admissible to the complainant has not been shown in the statement of account accompanying the offer of possession. Complainant sent repeated reminders to the respondent but to no avail. True copies of the emails and reminders sent by the complainant are enclosed as Annexure A-7.
8. That to aggravate the agony even further the respondent sent a termination letter dated 15.03.2021 to the complainant and forfeited the entire amount, i.e. Rs 25,30,427/- paid by the complainant to the



respondent. True copy of termination letter dated 15.03.2021 is enclosed as Annexure A-8.

9. That the termination of the unit by the respondent is arbitrary and illegal. Complainant had filed his protest through his numerous emails and without taking any decision on the protest and the demand of adjustment of delay penalty with the amount demanded in the offer of possession and payment of remaining amount to the complainant, the respondent was not entitled to terminate the unit allotted to the complainant.
10. That the respondent on one hand illegally, terminated the booking of the unit and at the same time retained the complete amount paid by the complainant towards the allotted unit. This shows dishonest conduct of the respondent.
11. That the respondent had illegally terminated the unit booking of the allotted unit for no fault of the complainant and therefore the booking of the allotted unit must be restored to the complainant and the possession of the unit be handed over to the complainant.
12. That the complainant submits that there have been numerous meetings between the complainant and the representatives of the respondent company for recalling the termination notice and issuance of fresh offer



of possession in accordance with law and after reconciliation of accounts in terms of RERA Act. Thus, the present complaint,

C. RELIEF SOUGHT

13. That the complainant seeks following relief and directions to the respondent:-

- i. Set aside the termination letter dated 15.03.2021 (Annexure A-8) being arbitrary, illegal and against the provisions of the Real Estate Regulation and Development Act, 2016.
- ii. Set aside the offer of possession dated 14.02.2019 (Annexure A-6) by declaring it to be defective and incomplete as it was offered without obtaining occupation certificate from the competent authorities.
- iii. Direct the respondent to issue fresh offer of possession to the complainant for unit H-6-16-GF, 1022 sq.ft in H-block, BPTP Park Elite Floors, Parklands Sector-84, Faridabad accompanied with an occupation certificate from competent authorities.
- iv. Direct the respondent to handover possession of the unit H-6-16-GF, 1022 sq.ft in H-block, BPTP Park Elite Floors, Parklands Sector-84, Faridabad forthwith.



- v. Declare that the terms of BBA are one-sided, prejudicial to the interest of the purchasers, arbitrary and biased and against the provisions of the Real Estate Regulation and Development Act,2016 and Haryana State Real Estate Regulation and Development Rules,2017.
- vi. Direct the respondent to pay delay penalty in terms of Section 18 of the Act from the date of completion of two years and six months from the date of first receipt of money from the complainants.
- vii. Direct the respondent to pay litigation cost of Rs 1,00,000/- to the complainant.
- viii. Any other relief which the Applicant is entitled for under provisions of the Real Estate Regulation and Development Act,2016 and Haryana State Real Estate Regulation and Development Rules,2017.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondents filed detailed reply on 03.01.2025 pleading therein:

14. That original allottees, Mr. Paiker Abbas and Syed Akhtar Abbas approached the respondent after conducting their due diligence and sought to book an independent residential floor in the project of the

respondent under name and style of 'Park Elite Floor'. Booking form dated 23.05.2009 is annexed as Annexure R-1.

15. That the complainant purchased the unit from original allottee and consequently, the complainant was added as allottee to the unit vide endorsement form dated 10.11.2009. That the unit was endorsed in favor of the complainant on 10.11.2009, thus all rights and obligations between the parties come in effect from 10.11.2009. Copy of endorsement form dated 10.11.2009 is annexed as Annexure R-2.

16. That the complainant was allotted unit no. H6-16-GF on the ground floor, Block H, admeasuring tentative super build up area 1022 sq. ft. Thereafter, the parties mutually, willingly, and voluntarily entered into a Floor Buyer's Agreement on 28.09.2010. At this stage, it is pertinent to highlight that the relationship between the parties was purely contractual and flowed from the explicitly agreed terms and conditions of the FBA. A copy of the Floor Buyer's Agreement dated 28.09.2010 is annexed as Annexure-R4.

17. That as per clause 4 of the FBA, the possession was proposed to be handed over within a period of 24 months from the date of execution of the agreement or on completion of 35% of the basic sale price along with 20% of EDC and IDC by the purchasers, whichever is later with a grace period of 180 days. At this stage, it is submitted that the benefit of grace has to be given as has also been considered by the I.d. Tribunal,

Chandigarh in the case titled as *Emaar MGF Land Ltd. vs Laddi Praramjit Singh Appeal no. 122 of 2022* that if the grace period is mentioned in the clause, the benefit of the same is allowed.

18. That due date is calculated from the date of complete of 35% of the basic sale price along with 20% of EDC & IDC by the purchasers. Thus, the proposed due date is 31.07.2013. However, due date was subject to the incidence of force majeure circumstances and the timely payment by the Complainant. That the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondent in accordance with clauses 4.1 and 13 of the flat buyer agreement.

19. That in the year 2012, on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals (which includes sand) were regulated. The Hon'ble Supreme Court directed the framing of modern mineral concession rules. Reference in this regard may be taken from the judgment of *Deepak Kumar v. State of Haryana, (2012) 4 SCC 629*, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said Project became scarce. The respondents no. 1 was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab &



Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. It is pertinent to state that the National Green Tribunal in several cases related to Punjab and Haryana had stayed mining operations including in O.A No. 171/2013, wherein vide Order dated 02.11.2015, mining activities by the newly allotted mining contracts by the state of Haryana was stayed on the Yamuna River bed. Thus, on account of several orders, directions passed by the various authorities/forum hindered the development of project. Ban by NGT vide order dated 19.07.2016 for 30 days, Ban by Environment Pollution Authority vide order dated 07.11.2017 and 01.11.2019 for 90 days and 4 days respectively and Ban by Hon'ble Supreme Court vide order dated 04.11.2019 for 102 days.

20. That in addition to the above, the construction was also affected by the act of non- receipt of timely payment against the unit. Despite there being number of defaulters in the project, including complainant, respondent had to infuse funds into the project and have diligently developed the project in question. Copies of demand letters, payment receipt and reminders are annexed as Annexure R-6. Last payment was made by the complainant on 05.03.2014 and thereafter no payment was done by the complainant.



21. That despite innumerable hardships being faced by the respondent, the respondent after completing construction and development of the unit, had offered the possession of the unit to the complainant on 14.02.2019. It is pertinent to mention that vide letter dated 14.02.2019 regarding offer of possession, the complainant was asked to make the requisite payment based on the statement of final dues and complete the documentation required to enable the respondent to initiate the process of physical possession of the unit. However, complainant never turned up to take the possession of the unit. Complainant willingly and voluntarily did not take possession of the unit or remit the balance sales consideration. Respondent has sent various reminders but to no effect. Thereafter, last and final opportunity letter dated 23.04.2019 to the complainant in this regard. Even after issuance of final opportunity letter dated 23.04.2019, the complainant did not take possession of the unit. Copy of letter of offer of possession dated 14.02.2019 is annexed as Annexure R-7. Respondent had received the Occupation Certificate on 29.03.2023. Copy of Occupation Certificate is annexed as Annexure R-8. Copy of the last and final opportunity letter is annexed as Annexure R-9.

22. That the complainant did not pay heed to the reminder letters issued by the respondent, the respondent was constrained to issue the letter for last and final opportunity for the payment of outstanding amount dated 23.04.2019 failing which the respondent will have no option but to

terminate the unit of the complainant. Despite the final opportunity the complainant failed to make any payment towards the said unit which led to the issuance of the Termination letter dated 17.08.2019. Copy of termination notice is annexed as Annexure R-10.

23. That upon the non-payment by the complainant, the complainant was considered under default under Clause 11, and upon the failure of the complainant to rectify their default, the respondent had the complete right to terminate the unit of the complainant in accordance with clause 7.1 of the BBA.

24. That complainant acted in breach of Section 19 (6) and 19 (7) of RERA Act, 2016 by not taking possession by paying outstanding due amount. Complainant has failed to take possession despite issuance of various reminder letters and termination notice.

25. That the allotment of the complainant stands cancelled, thus the present claim against the respondent company is infructuous.

E. ARGUMENTS OF COUNSEL FOR COMPLAINANT AND RESPONDENT

26. Id. counsel for complainant submitted that complainant was allotted unit no. II-6-17-GF unit in respondent's project-Park Elite Floor in year 2009. Thereafter, allotment letter was issued to complainant on 24.12.2009. Builder buyer agreement for unit in question no. II-6-16-



GI' was executed between the parties on 28.09.2010 and in terms of the same, possession was supposed to be delivered upto 28.09.2012. However, respondent has offered the possession on 14.02.2019 but same is accompanied with illegal demands/charges and not supported with Occupation Certificate. He requested that respondent be directed to issue valid offer of possession duly supported with occupation certificate alongwith delay interest.

27. In rebuttal, learned counsel for the respondent submitted that offer of possession made in year 2019 was not substantiated with occupation certificate. Occupation certificate was received on 29.03.2023. However, after issuance of offer of possession, reminders were issued to complainant for making due amount. In said due amount, amount of Rs 2,90,613/- on account of 'On completion of flooring' was raised vide letter dated 25.10.2018. Complainant as per the payment schedule was bound to make payment for it. But complainant did not honour it for the reasons best known to him. Accordingly, Termination letter which was finally sent on 15.03.2021 to complainant was inclusive of amount on account of 'On completion of flooring'. Complainant did not honour the justified demand of flooring, hence, the termination was validly carried out by respondent. Now, complainant is entitled to the relief of possession and delay interest.



28. In respect of termination, ld. counsel for complainant submitted that respondent was bound to deliver possession by year 2012 whereas the demand of flooring was raised in year 2018, i.e. after gap of 5 years. After expiry of deemed date of possession, the complainant was not bound to pay the amount on account of flooring or any other stage. Hence, complainant is duly entitled to possession and delay interest.
29. At this stage, query was raised to ld. counsel for respondent as to whether any amount was refunded to complainant after cancellation or not? To which, he replied that no amount was refunded, it still lies with respondent-developer.

G. ISSUES FOR ADJUDICATION

30. Whether the complainant is entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS OF THE AUTHORITY

31. Factual matrix of the case is that a unit was booked in the project being developed by the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana by original allottees in the year 2009. Complainant had purchased allotment rights vide endorsement dated 10.11.2009. A builder buyer agreement H-6-16-GF having area 1022 sq. ft was executed between the complainant and respondent on 28.09.2010. An amount of Rs 25,33,027/- has



been paid by the complainant against the basic sale consideration of Rs.20,55,999/-.

32. As per clause 4.1 of the agreement, possession of the unit should have been delivered within a period of (24) months from the date of buyer agreement or on completion of payment of 35% of BSP along with 20% EDC and IDC by the purchaser whichever is later. Since, date of completion of payment of 35% of BSP along with 20% EDC and IDC by the complainant has not been substantiated by the respondent, so taking 24 months from date of agreement, the deemed date of possession comes to 28.09.2012. The agreement further entitles the respondent to a grace period of 180 days after expiry of 24 months for filing and pursuing the grant of occupation certificate with respect to the plot on which the unit is situated. In this regard, it is observed that respondent has not placed on record any document to show that an application had been filed with the competent authority for grant of occupation certificate from 29.09.2012 till 29.03.2013 i.e the grace period. The delay is entirely on the part of the respondent. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 28.09.2012.

33. It is the stand of the respondent that the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay to circumstances beyond its control such as NGT order prohibiting construction activity, ban on construction by Supreme Court of India



in M.C Mehta v. Union of India, ban by Environment Pollution (Prevention and Control) Authority for the cause of delay. In its reply the respondent has cited that the National Green Tribunal had put a ban on construction activities in the National Capital Region in the year 2016 thus causing delay in construction of the project in question. However, respondent has failed to attach a copy of the order of the National Green Tribunal banning the construction activities. It is noteworthy that in the captioned complaint possession of the unit should have been delivered by 28.09.2012 which is much prior to the proposed ban. Therefore, the respondent cannot be allowed to take advantage of the delay on its part by claiming the delay caused due to statutory approvals/directions.

34. As on date, complainant is praying for possession of the unit. In this regard, it is observed that admittedly the respondent had issued the offer of possession dated 14.02.2019 to the complainant without obtaining an occupation certificate. In support of the said offer, respondent had issued reminders dated 23.04.2019, 17.08.2019, 31.10.2020 and 15.03.2021 to the complainant for making payment of balance sale consideration and taking over of possession. No communication was made by the respondent with regard to status of occupation certificate in the offer of possession as well as the reminder letters. Although the respondent had continuously communicated to the complainant that the unit was ready for possession, however, in the absence of receipt of occupation certificate the complainant could not have positively ascertained that the unit was in a habitable condition. Thereafter, the respondent



received occupation certificate on 29.03.2023, however, respondent failed to communicate to the complainant that occupation certificate has been granted in respect of the unit in question. It was an obligation cast upon the respondent to apprise the complainant as soon as the occupation certificate was granted by the competent authority. A valid offer of possession constitutes intimation regarding status of unit, status of receipt of occupation certificate and balance payables and receivables amount in respect of the unit for which possession has been offered to ensure a smooth hand over of possession of the unit. Since the offer of possession dated 14.02.2019 was issued without obtaining occupation certificate thus the said offer was not a valid offer of possession. Complainant could not have been forced to accept the same. Instead of communicating the grant of occupation certificate, respondent cancelled the allotment of the complainant vide letter dated 15.03.2021 on account of non payment of dues, when in fact a valid offer of possession was not issued to the complainant and hence, the demand raised by the respondent was invalid. Similarly, the demand raised by respondent on account of 'completion of flooring' in year 2018, i.e. after expiry of 5-6 years of deemed date of possession was not liable to be honored by complainant.

Further at the time of said cancellation, respondent was duty bound to refund the amount paid by the complainant after forfeiture of earnest money. However, the respondent illegally retained the entire amount paid by the complainant. Therefore, in light of these facts, it is germane to say that the



cancellation of the allotment of unit vide letter dated 15.03.2021 is unlawful and bad in the eyes of law. Respondent could not have cancelled the unit of the complainant and parallelly retained the amount paid in lieu of said unit. Furthermore, since the offer of possession itself was incomplete and before time, the demands raised by the respondent were premature and hence non-payable by the complainant. *Thus, the termination letter dated 15.03.2021 and offer of possession dated 14.02.2019 do not hold any sanctity and are quashed.*

35. As per observations recorded above, the possession of the unit in question should have been delivered by 28.09.2012. However, respondent failed to deliver possession within the time period stipulated in the buyer's agreement. Further, the respondent had also received Occupation Certificate on 29.03.2023, however no valid offer of possession has been made thereafter. Admittedly there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession. In these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked unit, the complainants are also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainant.

36. The Authority hereby concludes that complainant is entitled to receive delay interest for the delay caused in delivery of possession from the deemed

date of possession i.e 28.09.2012 till a valid offer of possession is issued to the complainant.

37. In the present complaint, the complainant intends 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".

38. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. 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;

39. Rule 15 of HRE:RA 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”

40. 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., 09.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

41. 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 till the date of a valid offer of possession duly supported with occupation certificate.
42. Authority has got calculated the interest on total paid amount as mentioned in the table below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till date of order i.e 09.04.2026 (in ₹)
1.	25,30,427.33/-	28.09.2012	37,00,220/-
2.	2600/-	05.03.2014	3400/-
Total:	25,33,027.33/-		37,03,620/-
Monthly Interest	25,33,027.33/-		22,485/-

It is pertinent to mention here that complainant in its pleadings has claimed to have paid amount as Rs 25,33,027.33/-. However, receipts are attached for Rs 22,58,072.18/- only. Statement of account dated

30.09.2019 revealing payments have been attached at page 22-23 of complaint. Said statement of account is for total paid amount of Rs 25,33,027.33/-. For the purpose of calculation of interest, said statement is relied upon. Out of total amount, Rs 2600/- paid on 05.03.2014 is reflected as cash payment in statement of account. Receipt of said cash payment is attached in respondent's reply at page no. 133. Accordingly, interest has been calculated on Rs 25,33,027.33/- only.

I. DIRECTIONS OF THE AUTHORITY

43. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation 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 issue fresh offer of possession to the complainant within next 30 days along with statement of account issued in compliance of directions passed in this order incorporating therein delay interest calculated above in table mentioned in para 42.
- ii. Complainant is also directed to accept the possession within next 30 days of receipt of offer along with payment of outstanding due amount, if any.



- iii. Complainant will remain liable to pay balance consideration amount, if any, to the respondent at the time of offer of possession.
- iv. The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

44. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]


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NADIM AKHTAR
[MEMBER]


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PARNEET S. SACHDEV
[CHAIRMAN]