



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	636 of 2024
Date of filing.:	06.05.2024
First date of hearing.:	23.07.2024
Date of decision.:	22.07.2025

1. Saibal Bose  
2. Shreya Bose  
Both R/o Flat No. 702, Block D3  
Pranayam APT, Sector 82-85  
Old Faridabad,  
Haryana, 121002

....COMPLAINANT

VERSUS

BPTP Limited  
Regd Office at  
BPTP Capital City, 6th Floor,  
Plot No. 2B, Sector 94, Noida,  
Uttar Pradesh- 201301

....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh**

**Member**

**Chander Shekhar**

**Member**

**Present: -** Mr. Narender Yadav, Learned counsel for complainants  
through VC

Mr. Tejeshwar Singh, Counsel for the respondent through  
VC

**ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

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, Sector 75, Faridabad.
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	E40-30 FF, measuring 876 sq. ft.



6.	Date of builder buyer agreement	05.01.2012
7.	Due date of possession	05.01.2014
8.	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 or any restraints/restrictions from any courts/authorities but subject to the purchasers) 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 other charges and having complied with all provisions, formalities, documentations etc., as prescribed by the Seller Confirming Party whether under this Agreement or otherwise from time to time, the Seller/Confirming Party proposes to offer the handing over the physical possession of Floor to the Purchaser(s) within a period of twenty four (24) months from the date of execution of floor buyer agreement. 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 thirty (24) months, for filing and pursuing the grant of an occupation certificate from the concerned authority with respect to the plot on which the floor is</p>





		situated. The Seller/Confirming Party shall give a Notice of Possession to the Purchasers with regard to the handing over of possession and 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).
9.	Total sale consideration	₹ 16,08,004/-
11.	Amount paid by complainant	₹19,33,184.25/-
12.	Offer of possession.	12.01.2022

### B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

- Facts of the complaint are that complainants in the year 2009 had booked a residential floor in the real estate project namely "Park Elite Floors, Parklands" situated at Sector 75-89, Faridabad. Complainants were allotted floor no. E-40-45-FF admeasuring 876 sq. ft. vide allotment letter dated 24.12.2009.
- That a floor buyer agreement qua the booked floor was executed between the complainants and the respondents on 05.01.2012. A copy of the floor buyer agreement is annexed as Annexure C-2. As per clause 4.1 of the agreement, possession of the floor was to be delivered within a period of 24



months from the date of execution of the said agreement or completion of payment of 35 % of the basic sale price alongwith 20% of EDC and IDC, whichever is later. The period of 24 months from the date of execution of the floor buyer agreement expired on 29.06.2013. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The basic sale consideration of the floor was fixed at ₹ 16,08,004/- against which the complainants have already paid an amount of ₹ 19,33,184.25/- till date. Copies of payment receipts have been annexed as Annexure C-4. The complainants had made complete payments in the year 2012 itself whereas the possession of the floor was supposed to be handed over by 05.01.2014.

5. The complainants had shifted to a new residence and the new address was duly informed to the respondent to mention in all the records of the company for future correspondences. The copy of the aadhar card showing the new address is attached herewith as Annexure C-4.
6. That the respondent offered the possession of the floor on 12.01.2022 while sending the letter dated 12.01.2022 to complainants' old residence which was never received by the complainants. It is pertinent to mention here that the complainants already informed the respondent to change the address in the respondent record for correspondence but respondent failed to change the address for correspondence. The complainant No. 1 who is working in



Singapore, returned to India on 15.10.2023, and visited the office of the respondent company to know the status of the construction of the unit in question. The complainants felt utter shock when they came to know that the respondent company had illegally and arbitrarily terminated the allotment of the floor in question vide letter dated 11.11.2022. The complainants requested the respondent to revoke the termination but the respondent refused to do the same. It is submitted that the respondent, on the request of the complainants, supplied the offer of possession letter dated 12.01.2022 and termination letter dated 11.11.2022 in the month of October 2023. The copies of the offer of possession letter dated 12.01.2022 and termination letter dated 11.11.2022 attached herewith as Annexure C-6 (Colly).

7. The offer of possession dated 12.01.2022 was issued without adjusting the delay interest for the delay caused in delivery of possession. The respondent further pressurised the complainants to sign Indemnity cum undertaking for waiving off any claim and dispute in respect of the floor in question.
8. It is pertinent to mention here that as per the agreement total basic sale price was fixed at ₹15,37,147/- whereas in offer of possession the respondent raised it to ₹ 19,51,425/- The respondent also asked to deposit the cost of escalation charges which is ₹.53,725/- and club charges of ₹.50,000/- which is not constructed till today nor the respondent is providing in future. Also the cost of escalation can only be asked by the respondent for





the period of 2 years from 2012 to 2014 and not for the delayed period of possession of the unit caused and attributed by the respondent only.

9. Thereafter, the complainants visited the site of the project and found that the independent floor in question and other amenities/ facilities as promised were not ready for possession. The respondent was not in a position to give possession of the floor as much work was still to be done. The photographs of the floor are annexed as Annexure C-7.
10. Complainants who have paid the entire sale consideration to the respondent towards the booked floor since 2012 are still interested in taking possession of the floor and wish to continue the project. The arbitrary conduct of the respondent has caused great harm to the interest of the complainants and grave prejudice is being caused as despite several requests made by the complainants no action was ever taken by the respondent to revoke termination letter dated 11.11.2022. Hence, the present complaint.

### **C. RELIEF SOUGHT**

11. That the complainant seeks following relief and directions to the respondent:-
- i. To set aside the termination letter dated 11.11.2022 being arbitrary and illegal.
  - ii. To hand over the physical possession of the floor no. E40-30, First Floor, Park Elite Floors, Parklands, Sector - 75, Faridabad, Haryana after receiving the completion certificate and Occupation Certificate



from the concerned authority and execute the conveyance deed of the above mentioned unit in favour of the complainants under Section 17(1) and 18 (1) of the Real Estate (Regulation and Development) Act, 2016.

- iii. To pay the delayed possession interest rate as prescribed under the interest prescribed from 05.01.2014 till the actual possession is handed over to the complainants, under Rule 15 Haryana Real Estate (Regulation and Development) Rules 2017.
- iv. To set aside or withdraw the illegal demands of Rs. 5,18,003.58/- raised by the respondent against the Basic Sale Price, Escalation Charges and Club Membership.
- v. Issuance of any other direction, order of directions which this Hon'ble Authority may deems fit and proper in the peculiar facts and circumstances of the case.

12. During the course of hearing, learned counsel for the complainants submitted that respondent had issued an offer of possession to the complainants on 12.01.2022 however, said offer of possession was sent to the old address of the complainants and hence was never received by them. There is no proof that the offer of possession dated 12.01.2022 has been served upon the complainants. Complainants had already informed the respondent about the change in address but received no communication on the fresh address. When the complainants visited the office of the





respondent in the year 2023, they came to know that the respondent had terminated their allotted unit vide letter of termination dated 11.11.2022. Complainants requested the respondent to revoke the termination but respondent refused to do the same. Respondent had issued an offer of possession without receiving occupation certificate and without adjusting the delay interest admissible to the complainants. The complainants are interested in taking possession of the booked floor and have hence filed the present complaint seeking directions to respondent to set aside the termination dated 11.11.2022 and to handover possession of the floor to the complainants.

#### **D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed detailed reply on 11.09.2024 pleading therein:

13. The complainants expressed interest to purchase a unit in the project being developed by the respondent under the name and style of "Park Elite Floor", Parklands, Faridabad. Accordingly, an application/ booking form was executed by the complainants and the complainants was given an inaugural discount of ₹ 71,253/- by the respondent. That consequently, a residential independent floor bearing no. E40-30-FF, measuring 876 sq. ft super area was allotted vide allotment letter dated 24.12.2009. A copy of the booking



form dated 21.05.2009 and allotment letter dated 24.12.2009 is annexed as Annexure R1(colly).

14. That thereafter, a floor buyer's agreement was executed between the complainants and the respondents on 05.01.2012. A copy of the floor buyer's agreement is annexed and marked as Annexure R2. It is pertinent to mention that vide clause 1.2 and 1.5 of the said agreement it was agreed between the parties that the area of the floor is tentative and subject to change.
15. Further, as per clause 4.1 of the floor buyer's agreement, possession of the unit was proposed to be handed over within a period of 24 months from the date of execution of the said agreement or payment of 35% of EDC and IDC charges whichever is later, along with a grace period of 180 days. At this stage, it is submitted that the grace period has also been considered by Ld. Tribunal, Chandigarh in the case titled as **Emaar MGF Land Ltd. Vs Laddi Paramajit Singh Appeal No. 122 of 2022**. The proposed due date of possession is calculated from the date of execution of the agreement since it is later, and accordingly the proposed date works out to 05.07.2014.
16. 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) was regulated. 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 Respondent 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. These orders in fact inter-alia continued till the year 2018.

Additionally, the construction of the project was marred by the Covid-19 pandemic, whereby, the Government of India imposed an initial country-wide lockdown on 24/04/2020 which was then partially lifted by the Government on 31/05/2020. Thereafter, a series of lockdowns have been faced by the citizens of India including the complainant and respondent herein. Further, during the period from 12.04.2021 to 24.07.2021, each and every activity including construction activity was banned in the State.





17. That in addition to the above, the construction was also affected by the act of non-receipt of timely payment of instalment against the booked floor by the complainant. Despite issuing several demand/reminder letters, the complainant failed to adhere to the agreed payment plan. Copies of the demand letters, payment receipts, reminders and final opportunity letters are annexed as Annexure R4(colly).
18. It is also submitted that with regard to the dimensions of the floor, respondent no. 1 had duly communicated that the area of the floor has been increased from 876 sq. ft to 1047 sq. ft vide letter dated 24.06.2011 to the complainants and the demands for the outstanding dues on the basis of the increased area were also raised.
19. That despite facing innumerable hardships, respondent no. 1 completed construction of the project and thereafter, offered possession of the booked floor to the complainant on 12.01.2022. Along with said offer, complainants were asked to make the requisite payment of outstanding balance vide statement of account and complete documentation of final dues to initiate the process of physical possession of the floor, however, the complainants never turned up to take possession of the floor. A copy of the floor buyer agreement is annexed as Annexure R-5.
20. That since the complainants did not pay heed to the reminder letters issued by the respondent, the respondent was constrained to issue the final demand notice for the payment of the outstanding amount dated 23.06.2022 failing



which the respondent will have no option but to terminate the unit of the complainants. However, despite the final opportunity, the complainants failed to make any payment towards the said unit which led to the issuance of the Termination Letter dated 11.11.2022. The respondent had the right to terminate the floor as per the agreed terms and conditions under the agreement. A copy of the termination letter dated 11.11.2022 is annexed as Annexure R6.

21. During the course of hearing, learned counsel for the respondent submitted that the possession has been offered to the complainants after completion of development works on 12.01.2022. Respondent had requested the complainants to take possession after remittance of balance sales consideration of the unit however, complainants failed to do so thus, the respondent vide letter dated 11.11.2022 terminated the unit after giving multiple reminders to the complainants.

At the time of arguments, Authority had asked the learned counsel for the respondent whether there is any proof of service of letter of termination upon the complainants. In response, respondent's counsel submitted that there is no proof of service of letter of termination.

#### **E. ISSUES FOR ADJUDICATION**

21. Whether the complainants are entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?



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

22. As per facts and circumstances, complainants had booked a floor in the project being developed by the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana in the year 2009. A floor buyer agreement was executed between both the parties on 05.01.2012 for a total sale consideration of ₹ 16,08,004/-. As per clause 4.1 of the agreement, possession of the floor was to be delivered within a period of 24 months from the date of execution of the said agreement or completion of payment of 35 % of the basic sale price alongwith 20% of EDC and IDC, whichever is later. The period of 24 months from the date of execution of the floor buyer agreement expired on 05.01.2014. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. A total amount of ₹19,33,184.25 has been paid to the respondent in lieu of the booked unit by August 2012. It is the submission of the complainants that the respondent has delayed delivery of possession beyond stipulated time. Complainants have filed the present complaint seeking possession of the booked unit along with delay interest.
23. 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 execution of floor buyer agreement. Said period expired on 05.01.2014. 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 06.01.2012 till 05.07.2012 i.e within 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 05.01.2014.

24. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay in construction of the project due to disruption in construction activity due to regulation of mining activities of minor minerals as per directions of Hon'ble Supreme Court, non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal and stay on mining activities by National Green Tribunal in several cases related to Punjab and Haryana. However, respondent has failed to attach copies of the respective orders banning/ prohibiting the construction activities. Respondent has failed to adequately prove the extent to which the construction of the project in question got affected. Furthermore, COVID-19 outbreak hit construction activities post



22.03.2020 i.e six years after the deemed date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, 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”*

25. As per observations recorded above, the possession of the unit in question should have been delivered by 05.01.2014. However, respondent failed to complete construction of the unit and deliver possession within the time





period stipulated in the buyer's agreement. Thereafter, an offer of possession was issued to the complainants on 12.01.2022 after completion of construction works and along with a detailed statement of accounts. It is the contention of the respondent that the offer of possession was issued after completion of development works as per the terms agreed between the parties, but the complainants failed to accept the said offer. Respondent had issued various reminder notices to the complainants on 14.01.2022, 15.02.2022, 12.04.2022, 19.05.2022 and a final demand notice on 19.05.2022 which were never responded to by the complainants. Complainants deliberately defaulted in making payment of outstanding amount due to which the respondent was constrained to cancel the allotment of the complainant vide letter dated 11.11.2022.

On the other hand, it is the submission of the complainants that the said offer was never served upon the complainants as the same had been sent by the respondent to the old residential address of the complainants and hence was never received. The complainants have stated that they had duly informed the respondent with regard to change in address but they received no communication from the respondent. The very first time the complainants came to know with regard to offer of possession and also letter of cancellation was in the month of October 2023 when they visited the office of the respondent company after coming back to India from abroad.





26.A bare perusal of the record reveals that the complainants were earlier residing at Flat No. 301, Tulip Tower Sector 41-42, Omaxe Green Valley, Faridabad and later shifted to Flat No. 702, Block D3 Pranayam APT, Sector 82-85 Old Faridabad. Complainants have not placed on record any document to show that they had communicated this change in address to the company. All the demand letters/ reminder letters/ offer of possession / letter of cancellation has been issued by the respondent on the old address of the complainants. During the course of hearing dated 25.03.2025, learned counsel for the respondent was also specifically enquired whether there is any proof of service of letter of cancellation upon the complainants, in response, respondent's counsel stated that there was no proof of service. In this regard, it is observed that respondent had issued an offer of possession to the complainants on 12.01.2022 along with an outstanding demand of ₹ 5,59,932/- .Complainants had already paid an amount of ₹19,33,184.25/-, which is more than the total sale consideration, to the respondent in lieu of the booked floor way back in the year 2012 itself. The complainants had been eagerly waiting for possession of their floor. Demand of ₹ 5,59,932/- made along with the alleged offer of possession is of minor nature and it does not seem that the complainants would have shied away from taking possession of their booked floor just to evade payment of this demand. As is evident from the record, all the correspondences have been issued by the respondent to the previous address of the complainants's.



Though the complainants have not attached any document to show that they had updated their address with the respondent, however, it seems highly improbable that the complainants after having deposited such a huge amount in respect of the floor in question would play loose in respect of their bookings. Further, the respondent has also failed to attach proof of service alongwith offer of possession and letter of cancellation to show that the said letters were actually received by the complainants. Complainants have already shown their bonafide and willingness to stay with the project having made payment of more than the total sale consideration even before the expiry of the due date of possession. In light of these peculiar circumstances, it can only be reckoned that the alleged offer of possession and letter of cancellation was never received by the complainants after having been wrongly sent to their previous address. The complainants could not have known that the respondent had offered them possession without actually receiving an offer of possession. As submitted by the complainants, they only came to know about the same after having visited the office of the respondent company in the year 2023.

27. It is further the contention of the complainants that the offer of possession dated 12.01.2022 was not a valid offer of possession as the same was issued without receiving occupation certificate and without adjusting the delay interest admissible to the complainants. Also the floor in question was not in a habitable condition. Complainants could not have accepted said offer of





possession and therefore the respondent had no right to cancel their allotment when in fact a valid offer of possession was never issued in respect of the floor in question.

In this regard it is observed that the respondent had issued an offer of possession to the complainants on 12.01.2022 and thereafter reminder notices dated on 14.01.2022, 15.02.2022, 12.04.2022, 19.05.2022 and 19.05.2022, however, there is no mention of status of occupation certificate in any of the aforementioned documents. Further, throughout the proceedings the respondent has remained surreptitiously silent with regard to the receipt of occupation certificate in respect of the floor in question. This gives rise to a genuine doubt and Authority can only assume that the respondent is yet to receive occupation certificate. In the absence of receipt of occupation certificate, the offer of possession dated 12.01.2022 is not a valid offer and the complainants could not have been forced to accept the same. Instead of communicating the status of occupation certificate, respondent rather cancelled the allotment of the complainant vide letter dated 11.11.2022 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. 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, thus enjoying wrongful gains and causing wrongful loss to the complainant. Therefore, in light of these facts, it is germane to say that the cancellation of the allotment of unit vide letter dated 11.11.2022 is unlawful and bad in the eyes of law. Respondent could not have cancelled the unit of the complainant and parallely retained the amount paid in lieu of said unit.

28. The complainants have also alleged that the demands raised vide statement of accounts issued along with offer of possession letter dated 12.01.2022 are not in consonance with the floor buyer agreement and are hence not payable.

In this regard, it is observed as follows;

- a. With regard to the demand of cost escalation charges of ₹ 53,725/-, it is observed by the Authority that the deemed date of possession in captioned complaint is ascertained as 05.01.2014. Respondent has issued an offer of possession to the complainants on 12.01.2022 after a gap of nearly 8 years. Cost escalation charges, though a mentioned clause in the floor buyer agreement, are unjust at this stage since there has been a huge delay in offering possession, and any cost increase, was due to the respondent's failure to complete the project on time. Cost escalation charges are typically justified when there are unforeseen increases in construction costs during the stipulated period of construction of project, but in this case, the deemed date of delivery



of possession had long passed and the delay was solely caused by the respondent, making it unfair to pass the burden of escalated costs onto the complainants. The complainant, having already endured a 8-year delay, should not be penalized with cost escalation charges for a delay that was entirely the fault of the respondent. Therefore, demand raised by the respondents on account of cost escalation charges shall be set aside.

- b. With regard to the demand raised by the respondent on account of club charges of ₹ 50,000/-, Authority observes that club charges can only be levied when the club facility is physically located within the project and is fully operational. No documentary evidence has been filed on record by the respondent to establish the fact that the club is operational at site. Complainants have submitted that the proposed club has not been constructed till date. Respondent has not placed any document/photograph to negate the claim of the complainants. This situation makes it clear that the promised club facility is non-existent at this stage, and the demand for club charges is wholly unjustified. Since the club is not present in the project in question and the demand for club charges is being made without any substantiated basis, the demand raised by the respondent on account of club charges is also set aside. However, respondent will become entitled to recover it in future as and when a proper club will become operational at site.



29. In nutshell, as per floor buyer agreement dated 05.01.2012, possession of the floor in question should have been delivered to the complainants by 05.01.2014. However, respondent failed to deliver possession of the unit within stipulated time. An offer of possession was issued to the complainant on 12.01.2022. Along with said offer of possession respondent had issued a detailed statement of account of payable and receivable amounts which has been challenged by the complainants on account of several discrepancies that have been already adjudicated in para 28 of this order. Further said offer of possession was without an occupation certificate. Complainants could not have accepted the said offer of possession. Till date, respondent has failed to provide information with regard to receipt of occupation certificate. Thus, a valid offer of possession has not been issued to the complainants till date.

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 complainant is 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. So, 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 05.01.2014 till a valid offer of possession is issued to the complainant. 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(z) 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;*

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 (NCLR) 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"*



30. 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 10.90% (8.90% + 2.00%) from from the due date of possession till the date of a valid offer of possession.
31. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession in respective complaints as mentioned in the tables 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 22.07.2025 (in ₹)
1.	19,33,184.25/-	05.01.2014	24,34,504/-
<b>Total:</b>	19,33,184.25/-		24,34,504
<b>Monthly Interest:</b>	19,33,184.25/-		17319/-

32. It is pertinent to mention that in the captioned complaint, complainant has received timely payment discount from the respondent as a credit towards payment made within the prescribed time. As a benefit, the said discount



was credited towards the total sale consideration made by the complainants and was an essential component in determining the balance payable amount. Perusing the receipts and demand letters, it cannot be denied that these payments form a part of the total amount paid by the complainants. Although it is true that this discount is an act of good will on the part of the respondent but complainant cannot be denied his rights especially when the respondent company itself considers this as a paid amount as per payment policy. Therefore, the complainant cannot be denied of claiming interest on the total amount paid in respect of the booked unit including the component of timely payment discount. Accordingly, the delay interest for delay caused in handing over of possession shall be provided on the entire amount for which the receipts have been issued by the respondent.

33. Further, with regard to the issue of execution of conveyance deed, Authority is of the considered view that there is no impediment on execution of conveyance deed in favor of an allottee when allottee pays the full consideration and gets the possession. After this stage, execution of conveyance deed is nothing but updating of records in respect of transfer of property. Thus, the respondent-promoter is obligated/duty bound under Section 17 of the RERA Act, 2016 to execute a registered conveyance deed in favour of the complainant-allottee.





**G. DIRECTIONS OF THE AUTHORITY**


34. 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. Respondents are directed to pay upfront delay interest of ₹ 24,34,504/- (till date of order i.e 22.07.2025) to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order and further monthly interest @ 17,319/- till a valid offer of possession is issued to the complainant.
- ii. The respondent shall issue a valid offer of possession along with statement of account to the complainant incorporating therein the principles laid down in this order within 15 days of receipt of occupation certificate. Complainant shall accept the offer of possession within the next 15 days of the fresh offer.
- iii. Respondent is directed to get the conveyance deed registered within 30 days of the complainants accepting the possession.
- iv. Complainants will remain liable to pay conveyance deed charges, if any, to the respondent at the time of offer of possession.
- v. The respondent shall not charge anything from the complainants which is not part of the agreement to sell.



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

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]

