



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	376 of 2024
Date of filing.:	13.03.2024
First date of hearing.:	30.07.2024
Date of decision.:	05.08.2025

Vikram Singh S/o Sh. Dharam Pal  
R/o H. No. 10, Type 3rd, Officers Colony,  
Sector 15 A, Faridabad 121007

....COMPLAINANT

VERSUS

BPTP Limited  
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, Counsel for Complainant  
through telephonic call

Mr. Tejeshwar Singh, Counsel for the Respondent  
through telephonic call

**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 the 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, 82 to 85, Faridabad.
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Not Registered
5.	Details of the unit.	PE-112-GF, measuring 1510 sq. ft.
6.	Date of builder buyer agreement( with subsequent allottee Ms	12.01.2016



	Sandhya Kondour)	
7.	Due date of possession	12.01.2019
8.	Possession clause in BBA ( Clause 6.1 read with Clause 1.3)	<p>Clause 6.1 The Seller/Confirming Party proposes to make offer possession of the Unit to the Purchaser(s) within the Commitment Period along with Grace Period</p> <p>"1.3 "Commitment Period" shall mean, subject to Force Majeure circumstances, interventions of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities and/or documentation, as prescribed/requested by Seller/Confirming Party, under this agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of all the installments of the Basic Sale Price and Other Charges as per the payment plan opted, the seller/confirming party shall offer the possession of the unit to the Purchaser(s) within a period of 36 (Thirty Six) months from the date of execution of this agreement."</p>
9.	Date of endorsement in favour of complainant/allottee	31.08.2022
10.	Total sale consideration	₹ 27,79,101.72/-
11.	Amount paid by complainant	₹29,06,648/-





12.	Offer of possession.	01.08.2024
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### **B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT**

3. Facts of complaint are that initially one Mr. Sandeep Jain had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana on 28.05.2009. A builder buyer agreement was executed between both the parties on 04.04.2013 and the original allottee was allotted unit bearing no. PE112, Ground Floor, measuring 1510 sq. ft in the said project. A copy of the agreement dated 04.04.2013 is annexed as Annexure C-1.
4. Thereafter, the original allottee sold the above mentioned unit to Mr. Amar Singh Saini on 03.06.2013 and thereafter Mr. Amar Singh Saini sold the unit to one Ms. Sandhya Kondur and the same was endorsed in her name on 06.07.2015.
5. That the respondent again entered into builder buyer agreement with Ms Sandhya Kondur on 12.01.2016 for the unit in question i.e PE-112 GF. A copy of the agreement dated 12.01.2016 is annexed as Annexure C-2. Thereafter, Ms Sandhya Kondur for some reasons could not continue with the project and sold the rights qua the aforementioned unit to the complainant in present complaint. Accordingly, the unit was endorsed in the name of the complainant by the respondent on 31.08.2022. A copy of the endorsement letter is annexed as Annexure C-3.



6. That as per Clause 6.1 and 1.3 of the builder buyer agreement dated 12.01.2016 respondent was supposed to hand over the possession of the unit within 36 months from the date of execution of the agreement. Further, the respondent was allowed a period of 180 days for making an offer of possession of the unit. That the total consideration of the unit was ₹ 27,79,101.72/- as stated in Clause 3.1 of the agreement and the complainant has paid ₹ 33,05,115/- to the respondent till date. The copies of the receipts are annexed as Annexure C-4 (Colly).
7. As per the agreement, possession of the unit should have been handed over by 12.01.2019, however, respondent has failed to offer possession within stipulated time to the complainant. The complainant visited the site and came to know that basic amenities/facilities as promised were not even present at the site and much work was still to be done.
8. The complainant has filed the present complaint seeking possession of the unit in question along with delayed possession interest for the delay caused in delivery of possession and execution of conveyance deed of the unit in favour of the complainant



### C. RELIEF SOUGHT

9. That the complainant seeks following relief and directions to the respondent:-
- i. Direct the respondent to handover the physical possession of the unit PE-112-GF with the amenities as promised, and execute the conveyance deed in favour of the complainant.
  - ii. Direct the respondent to pay the delayed possession interest from 12.01.2019 till actual possession is handed over, as prescribed rate of interest.
  - iii. Any other relief which the applicant is entitled for under the Real Estate (Regulation & Development) Act, 2016 and the Haryana State Real Estate (Regulation and Development) Rules, 2017.
10. During hearing, learned counsel for the complainant submitted that the complainant in this case is a subsequent allottee who stepped into the shoes of the original allottee in the year 2022 after passing of the deemed date of possession and coming of the RERA Act 2016. That the offer of possession dated 01.08.2024 issued by the respondent is not a valid offer of possession as the promised facilities were not available at the site. Further, along with said offer of possession, the respondent has offered a delay interest amounting to ₹ 6,04,822/-, which is from the date of endorsement i.e 31.08.2022 till offer of possession i.e 01.08.2024 whereas, the complainant is





entitled to receive delay interest from the deemed date of possession i.e 12.01.2019. Therefore, the complainant could not have accepted said offer of possession. He prayed that respondent be directed to handover physical possession of the unit in question with the amenities as promised alongwith admissible delay interest and execute the conveyance deed in favour of the complainant. Learned counsel for the complainant submitted that as per the complaint, complainant has paid an amount of ₹ 33,05,115/- to the respondent however, complainant does not have proof of payment of entire amount, therefore complainant is seeking delay possession charges only on an amount of ₹ 29,06,648/-, for which the customer ledger has been placed on record vide application dated 06.06.2025.

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

Learned counsel for the respondent filed reply on 02.12.2024 pleading therein:

11. That Mr. Sandeep Jain, original allottee, had expressed his interest and willingness to purchase a unit in the project of the respondent namely "Park Elite Floors" being developed at Sector 75, Faridabad. Accordingly, a buyer's agreement was executed with the original allottee on 04.04.2013. Consequently, the unit, an independent floor bearing no. PE 112, Ground Floor, admeasuring 1510 sq. ft. was allotted to him. The copies of the booking form and allotment letter are annexed as Annexure R2.



12. Thereafter, the unit in question was transferred by the original allottee to Mr. Amar Singh Saini and later, Mr. Amar Singh further sold the unit to Ms. Sandhya Kondur. That the second subsequent allottee i.e. Ms. Sandhya Kondur, mutually, willingly, and voluntarily entered into a builder buyer agreement with the respondent in respect of the unit in question i.e PE-112 GF on 12.01.2016. 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 agreement. A copy of the said agreement dated 12.01.2016 is annexed as Annexure R2
13. That Ms. Sandhya Kondur and the complainant requested the respondent to endorse the unit in favour of the complainant and executed indemnity cum undertaking in this regard. The unit was endorsed in favour of the complainant on 31.08.2022, thus, all rights and obligations between the parties come in effect from the date of nomination of the unit in the name of the complainant. The copies of the indemnity cum undertaking of transferor and transferee are annexed as Annexure R3(Colly). The copy of endorsement form and nomination letter dated 31.08.2022 is annexed as Annexure R4(colly).
14. The complainant being a subsequent buyer, has no right to seek delay possession charges. At the time of the nomination of the complainant, the project was already delayed due to reasons beyond the control of the company. That having knowledge of the existing delay, due to circumstances





beyond the control of the respondent, the complainant willingly and voluntarily entered into the agreement to sell and the transfer documents thereof leading to their nomination.

15. That with such prior knowledge, willing and self-initiated endorsement of the complainant, without any protest, amounts to acceptance of the existing circumstances and the complainant cannot be allowed to reap benefits by extracting monies from the respondent and forgoing their complete satisfaction against the unit. Hence, the complaint is liable to be dismissed with costs against the complainant. That reliance is placed to Supreme Court's pronouncement: **Laureate Buildwell Pvt. Ltd vs. Charanjeet Singh 2021 SCC OnLine SC 479**, where it was noted that relief to subsequent allottee has to be fact-dependent:

*" 31..The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent ....  
..... 3 Further, the purchaser agrees to buy the flat with a reasonable expectation that delivery of possession would be in accordance within the bounds of the delayed timeline that he has knowledge of, at the time of purchase of the flat. "*

16. That it needs to be categorically noted that in the present case, since the subsequent allottee entered into an agreement for sale with the erstwhile allottees without making the respondent builder a confirming party and



since the nomination was made after the offer of possession was already made to the erstwhile allottee, there is no delay that the complainant had suffered. The intention of the legislature in regard to the delay possession charges was to ensure monetary equity for the allottees who had invested in the project and got delayed possession, hence, in cases of delay, the payment of delayed possession charges are awarded, however, the wrongful benefit of the same cannot extend to the complainant, for whom, there had been not an iota of delay

17. That without prejudice to the submissions of the respondent that the subsequent allottee has no right to any delayed possession charged, it is submitted that as per the agreement the possession was proposed to be handed over within a period of 36 months from the date of execution of agreement along with a grace period. At this stage, it is submitted that the benefit of grace has to be given as has also been considered by the Ld. 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 the due date was also 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 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. 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 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. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the



prices of sand/gravel exponentially. It was almost for 2 (Two) years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the Project continued without shifting any extra burden to the customer. It is to be noted that the development and implementation of the said Project have been hindered on account of several orders/directions passed by various authorities/forums/courts.

19. 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.

20. 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.

21. That despite innumerable hardships being faced by the respondent, the respondent has completed the construction of the project and attained the occupation certificate dated 05.06.2024. The copy of the occupation certificate dated 05.06.2024 is annexed as Annexure R5. Thereafter the



respondent offered the possession of the unit to the complainant on 01.08.2024. It is pertinent to mention that vide letter dated 01.08.2024 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, the complainant never turned up to take the possession of the unit. That the complainant willingly and voluntarily did not take possession of the unit or remit the balance sales consideration. A copy of the letter of offer of possession dated 01.08.2024 is annexed as Annexure R7.

22.It is further submitted that the respondent in utmost bona fide had already credited the compensation of ₹ 6,04,822/- to the complainant at the time of offer of possession hence, no relief whatsoever can be granted to the complainant.

23.It is also submitted that the complainant was offered the possession on 01.08.2024 and was also requested to take possession and make the outstanding payment as per the agreed terms and conditions of the agreement. That the complainant defaulted in making the payment and in taking the handover of the unit. That in such a circumstance, the complainant was bound to pay the maintenance charges from the date of the offer of possession along with the holding charges as also agreed under clauses 6.4 and 6.5 of the agreement.





24. During the course of hearing, learned counsel for the respondent submitted that the respondent in its offer of possession letter dated 01.08.2024 has inadvertently stated that the total amount received from the complainant is ₹ 29,62,439.71/-. However, upon perusal of record it is revealed that the actual amount by the complainant is ₹ 29,06,648/- and the same may be considered for calculation of interest.

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

25. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that a unit bearing no. P-112-GF admeasuring 1510sq. ft. had been booked in the project of the respondent namely "Park Elite Floors" by original allottee Mr. Sandeep Jain on 28.05.2009. A builder buyer agreement was executed between both the parties on 04.04.2013. Thereafter the unit in question changed many hands. The original allottee sold the booking rights qua the unit to one Mr. Amar Singh Saini who later transferred it to Ms. Sandhya Kondur. A fresh builder buyer agreement was executed between Ms. Sandhya Kondur and the respondent on 12.01.2016. Ultimately the complainant, third subsequent allottee, purchased the rights qua the unit bearing no. P-112-GF from Ms. Sandhya Kondur and the unit was endorsed in the name of the complainant by the respondent on 31.08.2022. The total consideration of the unit was ₹ 27,79,101.72/- against which the complainant has paid an amount of





₹ 29,06,648/- till date. It is the submission of the complainant that respondent has delayed delivery of possession of the unit beyond the stipulated time. Hence, the complainant has filed the present complaint seeking possession of the unit in question along with delayed possession interest for the delay caused in delivery of possession and execution of conveyance deed.

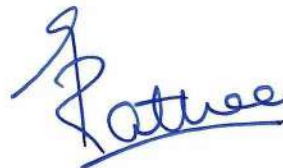
26. The total sale consideration of the unit was fixed at ₹ 25,56,002/- against which a total amount of ₹ 35,04,536/- has been paid to the respondent till date. Complainants have filed the present complaint seeking possession of the booked unit along with delay interest from the date of nomination i.e 25.06.2018 till the date of valid offer of possession.

27. As per clause 6.1 and 1.3 of the builder buyer agreement dated 12.01.2016, possession of the unit was to be delivered within a period of 36 months from the date of execution of the agreement i.e by 12.01.2019. The agreement further provides that the promoter shall be entitled to a grace period of 180 days after expiry of the said 36 months for making an offer of possession of the unit. As per facts, the respondent has failed to complete the construction of the unit within stipulated time period and make an offer of possession to the complainant between 13.01.2019 to 12.07.2019 i.e the grace period. It is the respondent who has failed to fulfill its obligation. 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 12.01.2019.

28. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has cited 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 that the extent to which the construction of the project in question got affected. Furthermore, respondent has submitted that the construction of the project got severely affected due to COVID-19 outbreak. It is observed that the Covid-19 pandemic hit construction activities post 22nd March 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 as an excuse for non-performance of contract for which deadline was much before the outbreak itself”*

29. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainant by 12.01.2019. However, respondent failed to complete construction of the project and deliver possession within stipulated time. The respondent had issued an offer of possession to the complainant on 01.08.2024 after receipt of occupation certificate dated 05.06.2022. Complainant has admitted to having received the offer of possession but has further stated that he did not act upon the said offer as it was not a valid offer of possession since the promised facilities were not available at site. In this regard it is observed that the complainant in its pleadings, written/oral, has failed to highlight the





basic amenities which are not available at the site due to which the complainant could not have taken over possession of the unit. In the absence of proper documentation/ submissions it is difficult to adjudicate this issue. Further the respondent has placed on record a copy of occupation certificate dated 05.06.2024 received from the competent authority which itself shows that the unit is complete and ready for possession. Therefore, it is observed that the offer of possession dated 01.08.2024 was issued after completion of construction and receipt of occupation certificate. The unit was in a habitable condition and there was no impediment in complainant having accepted the same.

30. Another grievance of the complainant is with regard to the period of delay for which delay interest should be admissible to him. Respondent had contended that since the complainant in this case is a subsequent allottee, therefore, the period of delivery of possession should be reckoned from the date of nomination i.e 31.08.2022 as also the start of period for which the delay interest is admissible to them.

As per facts, the rights qua the unit in question originated from the rights adorned by original allottee Mr. Sandeep Jain, which were later transferred to Mr. Amar Singh Saini, Ms. Sandhya Kondur and ultimately the present complainant. A builder buyer agreement had been executed between the original allottee and the respondent on 04.04.2013 which was later



superseded by the terms of agreement dated 12.01.2016, executed between second subsequent allottee Ms. Sandhya Kondur and the respondent. Thereafter the complainant stepped into her shoes on 31.08.2022. No fresh agreement was executed between the complainant and the respondent. The unit was endorsed in the name of the complainant after coming into force of the RERA Act of 2016. The Act does not differentiate between the original allottee and the subsequent allottee once the unit, plot, apartment or building, as the case may be, has been re-allotted in the name of the subsequent purchaser by the promoter. The subsequent allottee, the complainant in this case, enters into the shoes of the original allottee for all intents and purposes and shall be bound by all the terms and conditions contained in the builder buyer's agreement including the rights and liabilities of the original allottee. The endorsement was made in the name of the complainant when the Act became applicable. Thus, the statutory right under section 18(1) of Act, 2016 had already occurred in his favour. In present case, the due date for possession as per the agreement remains unchanged and the respondent is liable for the consequences and obligations arising out of failure in handing over possession by the due date as committed in the builder buyer's agreement and is liable for the delayed possession charges as provided in proviso to section 18(1) of the Act.





31. Learned counsel for the respondent has placed reliance on the judgement of the Hon'ble Supreme Court titled as "M/s Laureate Buildwell Pvt Ltd vs Charanjeet Singh" in which it is observed that the subsequent allottee who stepped into the shoes of original allottee is already aware of the delay caused in delivery of possession. Authority observes that the findings made by the Hon'ble Supreme Court in the Laureate judgement are applicable in cases where the builder buyer agreement was a pre-RERA contract and the subsequent allottee stepped into the shoe of the original allottee after the deemed date of possession but before RERA Act 2016 coming and as such the statutory right to seek delayed possession interest had not accrued in favour of the original allottee. The plea of the learned counsel for the respondent does not hold weight in present complaint since the unit has been transferred in the name of the complainant after coming into force of the RERA Act. Though the complainant was well aware about the delay that has been caused in the delivery of the project and did not suffer for that period. However, the complainant was also well aware of the rights bestowed upon him as per Section 18 of the RERA Act 2016 which allowed him the same rights as that of the original allottee in terms of the agreement and payment of delayed possession charges. When the respondent transferred the unit in the name of the complainant, respondent- builder was also well aware about the Section 18 of the RERA Act and the consonance between the term allottee and subsequent allottee. Therefore, Authority is not relying upon the





case cited by respondent titled as "M/s Laurate Buildwell Pvt Ltd vs Charanjeet Singh". Respondent cannot shy away from performing its obligations as per the terms of the agreement and the provisions of the RERA ACT 2016. Complainant is rightly entitled to seek delay possession interest from the due date of possession i.e 12.01.2019. Therefore, the Authority is of the view that the delayed possession charges shall be granted w.e.f. due date of handing over possession as per the builder buyer's agreement i.e., 12.01.2019 till the date of valid offer of possession i.e., 01.08.2024. 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”*

32.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.

33. 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 the captioned complaint 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 offer of possession i.e 01.08.2024 (in ₹)
1.	29,06,648/-	12.01.2019	17,61,198/-
<b>Total:</b>	29,06,648/-		17,61,198/-

34. It is pertinent to mention that in the captioned complaint, complainants have 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 complainants cannot be denied their rights especially when the respondent company itself considers this as a paid amount as per payment policy. Therefore, the complainants 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 has been provided on the entire amount for which the receipts have been issued by the respondent.

*[Signature]*



35. 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.

#### **F. DIRECTIONS OF THE AUTHORITY**

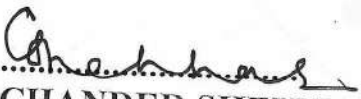
36. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent is directed to pay upfront delay interest of ₹ 17,61,198/- (till the date of offer of possession i.e 01.08.2024) to the complainant towards delay already caused in handing over the possession. A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.



- ii. Complainant shall make payment of balance sale consideration, if any, and accept the physical possession of the unit within next 15 days. The respondent shall not charge anything from the complainant which is not part of the agreement to sell. Complainant will remain liable to pay conveyance deed charges, if any, to the respondent at the time of taking over of possession.
- iii. Respondent is directed to get the conveyance deed registered within 15 days of the complainant's accepting the possession of the unit in question i.e PE-112-GF.

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

  
CHANDER SHEKHAR  
[MEMBER]

  
DR. GEETA RATHEE SINGH  
[MEMBER]