



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	875 of 2024
Date of filing.:	01.07.2024
First date of hearing.:	27.08.2024
Date of decision.:	09.09.2025

Rajesh Kumar
R/o N-57A, Ground Floor,
Kirti Nagar, New Delhi-110015.

....COMPLAINANT

VERSUS

1. M/s BPTP LTD.
Corporate Office: 28, ECE House, 1st Floor,
Kasturba Gandhi Marg, New Delhi-110001

2. M/s Countrywide Promoters Pvt. Ltd
Corporate Office: 28, ECE House,
1st Floor, Kasturba Gandhi Marg, New Delhi-110001

.....RESPONDENTS

Present: - Mr. Akshat Saini proxy counsel for arguing counsel

Mr. Harshit Goyal, Counsel for the complainant

through VC

Mr. Tejeshwar Singh, Counsel for the respondents 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 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, Parklands, Sector 75, Faridabad
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of the unit.	E40-40 GF, Block E, measuring 1047 sq. ft
5.	Date of booking	24.12.2009
6.	Date of Allotment	24.12.2009
7.	Date of floor buyer	02.09.2015



	agreement	
8.	Possession clause in builder buyer agreement (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.	Due date of possession	02.09.2018
10.	Basic sale consideration	₹ 1,958,358.12/-
11.	Amount paid by complainant	₹ 19,88,581.30/-
12.	Offer of possession.	16.01.2024

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainant had booked a unit in the project of the respondents namely "Park Elite Floors" situated at Sector 75, 82 and 85 Faridabad, Haryana in the year 2009. Vide allotment letter dated 24.12.2009 the complainant was allotted unit bearing No. E40-40-GF, Ground Floor, Block E in the said project.
4. A builder buyer agreement was executed between the parties on 02.09.2015. The basic sale price of the unit was fixed at ₹ 1,958,358.12/- against which the complainant has paid a total amount of ₹ 19,88,581.30/- till date. The complainant has already made the complete payment to the respondents. The copies of the receipts are attached herewith as Annexure C-4 (Colly).
5. As per Clause 6.1 and 1.3 of the builder buyer agreement respondents were supposed to hand over the possession of the unit within 36 months from the date of execution of the agreement. Said period expired on 02.09.2018. Further, the respondents were allowed a period of 180 days for making an offer of possession of the unit. However, the respondents have failed to deliver possession of the booked unit within the stipulated period of time.
6. The respondent no. 1 had issued an offer of possession in respect of the unit in question on 16.01.2024 after a delay of six years. However, said offer of possession was not valid as the same was issued without obtaining an occupation certificate.



7. The complainant had also sent a legal notice dated 10.05.2024 through Indian Speed Post bearing consignment number as ED598785658IN in protest of unlawful and illegal possession offer letter dated 16.01.2024 issued by respondents. The true copy of the legal notice dated 10.05.2024 is annexed as Annexure-C-5.
8. It is also submitted that the respondents had failed to register the real estate project in question namely Park Elite Floors at Parkland, Faridabad, Haryana with this Authority till date. The respondents are marketing, selling and booking the same in violation of Section 3 of Real Estate Regulation and Development Act, 2016. The respondents have also failed to obtain completion certificate in respect of said project till date.
9. That the complainant had invested his hard-earned money in booking of the unit in project in question on the basis of false promises made by the respondents. However, the respondents have failed to abide by all the obligations stated orally and under the builder buyer agreement.
10. Hence, the complainant has filed the present complaint seeking possession of the unit bearing no.E40-40-GF, along with interest for the delay caused in delivery of possession in terms of RERA Act, 2016 and Rules made thereunder.



C. RELIEF SOUGHT

11. In view of the facts mentioned above, the complainant prays for the following reliefs):-

- i. To direct respondents to pay delayed possession charges accrued from due date of delivery of possession till date of lawful offer of possession along with occupation certificate in respect of booked unit.
- ii. To direct respondents to offer lawful possession of the booked unit along with occupation certificate to the complainant.
- iii. To direct respondents to execute and register conveyance deed in favour of complainant in respect of booked unit.
- iv. To impose exemplary penalty upon respondents for Non-Registration of real estate project in question with this Authority.
- v. Any other relief which this Hon'ble Authority deems fit and proper.

12. During the hearing, learned counsel for the complainant submitted that along with offer of possession dated 02.09.2015, the respondent no. 1 had also issued a payment chart in which the respondent no. 1 had raised illegal demands which were not payable by the complainant. He further submitted that during the pendency of the present complaint, respondents had issued a cancellation letter dated 07.01.2025 to the complainant. He prayed that this cancellation letter is wholly arbitrary and unjustified as the complainant has already paid an amount of ₹19,88,581.30/- to the respondents against a basic



sale consideration of ₹ 19,583,58.12/-. Therefore, this cancellation letter may be set aside and direction be issued to respondents to deliver possession of the booked unit along with delay interest for the delay caused in delivery of possession.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

Learned counsel for the respondents filed detailed reply on 27.01.2025 pleading therein:

13.. That at the outset it is submitted that respondents no. 2 is only a confirming party to the builder buyer's agreement executed between the parties and no specific relief has been sought from respondents no. 2. Hence, respondents no. 2 is not a necessary party to the present complainant and the name of respondents no. 2 should be deleted from the array of parties. It is pertinent to state that the respondents No. 2 is not effective and vide order bearing no. CP (CAA) 26/Chd/Hry/2023 dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh, the respondents No. 2 company has transferred its assets to the Transferee company. The respondents no. 2 is not a separate legal entity as on date and no legal action can be proceeded against the respondents no. 2, hence, the name of the respondents no. 2 should be deleted from the array of parties. A copy of the order bearing no. CP (CAA) 26/Chd/Hry/2023 3 dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh is annexed and marked as Annexure R1.

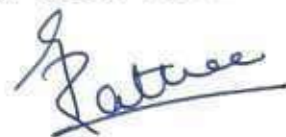


14. The complainant had approached respondents No. 1 after conducting their due diligence and sought to book an independent residential unit in the project of the respondents no. 1 known under the name and style of "Park Elite Floor". A copy of the booking form dated 14.05.2009 is marked and annexed herewith as Annexure R2.
15. Consequently, the complainant was tentatively allotted unit no. J31-40-FF vide the provisional allotment letter dated 24.12.2009. A copy of the provisional allotment letter dated 24.12.2009 is marked and annexed herein as Annexure R3. 8. That after the provisional allotment of the old unit, there was a change in the unit of the complainant from J31-40-FF to E40-40-GF tentatively admeasuring 1,047 sq. ft vide the Unit Change Letter dated 23.06.2015. A copy of the Unit Change Letter dated 23.06.2015 is marked and annexed herein as Annexure R4.
16. That thereafter, a builder buyer's agreement was executed between the parties on 02.09.2015. A copy of the same is annexed and marked as Annexure R5. That as per clause 6.1 r/w clause 1.3 of the agreement, the possession was proposed to be handed over within a period of 36 months from the date of execution of the Agreement 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 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.

17. It is submitted that the proposed due date of possession comes out to be 02.03.2019. However, the due date was also subject to the incidence of force majeure circumstances and the timely payment by the complainant. It is submitted that the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondents in accordance with clauses 6.1, 1.3, 1.10 and Clause 10 of the agreement.
18. 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 Respondents 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 respondents 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.

19. 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 R6(colly).

20. Complainant has been a chronic defaulter and miserably defaulted in adhering to the obligation of making the due payment. It is submitted that upon the failure of the complainant in making due payments as per the



schedule agreed upon, it has a cascading effect on the operations and the cost for proper execution of the project increases exponentially and further causes enormous business losses to the respondents. It is further submitted that despite there being a number of defaulters in the project, respondent no. 1 had to infuse funds into the project and have diligently developed the project in question. That the respondents, despite defaults on part of the complainant, earnestly fulfilled its obligation under the builder buyer's agreement and completed the project as expeditiously as possible in the facts and circumstances of the case.

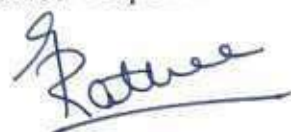
21. Despite innumerable hardships being faced by the respondents, the respondents completed the construction of the project and services and offered the possession of the unit to the complainant on 16.01.2024. The complainant was further asked to make the requisite payment based on the statement of final dues and complete the documentation required to enable the respondents to initiate the process of physical possession of the unit, however, the complainant never turned up to take the possession of the unit. Subsequently, the occupancy certificate dated 30.04.2024 was also issued to the respondents. However, the complainant willingly and voluntarily did not take possession of the unit or remit the balance sales consideration. The respondent no. 1 had issued several reminder letters to the complainant to make payment of balance amount but received no response. Thereafter



respondent no. 1 issued a final demand notice dated 06.12.2024 but to no effect.

22. Since the complainant did not pay heed to the reminder letters issued by the respondent No. 1 and the letter for last and final opportunity for the payment of the outstanding amount dated 06.12.2024 within a period of 30 days failing which the respondent no. 1 had no option but to terminate the unit of the complainant vide Termination Letter dated 07.01.2025, as per the agreed terms and conditions under the agreement. The Hon'ble Supreme Court noted in case **Saradmani Kandappan and Ors Vs S. Rajalakshmi and Ors, decided on 04.07.2011, MANU/SC/0717/2011: (2011) 12 SCC 18** held that the payments are to be paid by the purchaser in a time bound manner as per the agreed payment plan and he fails to do so then the seller shall not be obligated to perform its reciprocal obligations and the contract shall be voidable at the option of the seller alone and not the purchaser

23. During the course of hearing, learned counsel for the respondents submitted that the respondent no.1 had issued several reminder letters to the complainant dated 16.02.2024, 04.09.2024, 26.09.2024, 10.10.2024, 06.11.2024 and 18.12.2024 but the complainant failed to respond to any of the demand/reminder letters for reasons best known to him. Respondent no. 1 had issued a final demand notice on 06.12.2024 to the complainant for making payment of balance amount and to take possession but the complainant again failed to pay heed to. Constrained respondent no. 1 had



cancelled the floor of the complainant on 07.01.2025 on account of non payment of dues. Learned counsel for the respondents submitted that the total sale consideration of the floor is ₹ 25,09,062/- against which the complainant has only paid an amount of ₹ 19,88,581.30/- Therefore, there was a hefty amount to be paid by the complainant which the complainant failed to do. Thus the respondents had rightly terminated the floor of the complainant on 07.01.2025 as per the terms of Clause 7.1 of the builder buyer agreement executed between the parties and as per Section 11(5) of the RERA Act. With regards to the offer of possession dated 16.01.2024, learned counsel for the respondents submitted that though the said offer of possession was issued without occupation certificate, however, the respondents have received occupation certificate on 30.04.2024. The receipt of occupation certificate and the issuance of offer of possession was conveyed to the complainant vide reminder letter dated 02.09.2024. Therefore, the offer of possession dated 16.01.2024 which was invalid due to non receipt of occupation certificate became a valid offer of possession on 02.09.2024. Complainant could not have denied the said offer as on 02.09.2024. Hence the complainant is at complete fault for not making timely payments of instalments/ demands despite repeated reminder letters. The termination of the floor of the complainant is completely lawful and therefore, the claim of the complainant should be dismissed.



E. ISSUES FOR ADJUDICATION

24. Whether the complainant is 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

25. After hearing arguments advanced by both parties and pursuing documents placed on record, it is observed that a unit bearing no. J31-40-FF had been provisionally allotted to the complainant in the project of the respondents namely "Park Elite Floor" vide allotment letter dated 24.12.2009. Later the said allotment was shifted from unit bearing no. J31-40-FF to a different unit bearing no. E40-40-GF tentatively admeasuring 1,047 sq. ft vide unit change letter dated 23.06.2015. Thereafter, both parties executed a builder buyer agreement in respect of the unit bearing no. E40-40-GF on 02.09.2015 for a total sale consideration of ₹25,09,062/- against which the complainant has paid a total amount of ₹19,88,581.30/-. It is the submission of the complainant that the respondents have delayed delivery of possession of the booked unit beyond stipulated time. Therefore, the complainant has filed the present complaint seeking possession of the booked unit along with delay interest.



26. As per clause 6.1 and 1.3 of the builder buyer agreement dated 02.09.2015, 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 02.09.2018. 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 respondents has failed to complete the construction of the unit within stipulated time period and make an offer of possession to the complainant between 03.09.2018 to 02.03.2019 i.e the grace period. It is the respondents 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 02.09.2018.

27. The respondents have averred that the delay in delivery of possession has been due to force majeure conditions. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondents have 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, respondents have failed to attach copies of the



respective orders banning/ prohibiting the construction activities. Respondents have failed to adequately prove the extent to which the construction of the project in question got affected. Furthermore, respondents have 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 22.03.2020 i.e after the proposed deemed date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondents 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"

28. As per observations recorded in the preceding paragraph possession of the unit should have been delivered to the complainants by 02.09.2018. However, respondents failed to complete construction of the project and deliver possession within stipulated time. An offer of possession was issued to the complainants on 16.01.2024. Said offer of possession was not acceptable to the complainant since along with said offer of possession respondents had raised illegal demands and also the said offer had been issued without receipt of occupation certificate. Complainant had conveyed his grievances to the respondents vide legal notice dated 10.05.2024 but received no positive response. On the other hand, respondents have submitted that the demands raised vide offer of possession were in consonance with the terms of agreement executed between the parties and hence payable by the complainant. Further the respondents had received occupation certificate qua the unit in question on 30.04.2024. It is the contention of the respondents that the complainant had deliberately failed to make payment of requisite amount despite issuing several reminder letters thus constraining the respondents to cancel the allotment of the complainant vide letter of cancellation dated 07.01.2025.

29. In this regard it is observed that admittedly the offer of possession was issued to the complainant without receipt of occupation certificate. It is the



contention of the learned counsel for the respondents that the issuance of offer of possession was conveyed to the complainant vide reminder letter dated 02.09.2024, hence, the offer of possession dated 16.01.2024 got validly communicated to the complainant on said date i.e 02.09.2024. Thus on 02.09.2024, the unit was complete in all respects along with receipt of occupation certificate and the complainant should have accepted the same. However, the complainant failed to come forward thus the allotment of the complainant was cancelled vide letter of termination dated 07.01.2025.

A bare perusal of the reply filed by the respondents reveals that the respondents have placed on record copies of demand/reminder letter dated 16.02.2024, 04.09.2024, 26.09.2024, 10.10.2024, 06.11.2024, 18.12.2024 and a final demand notice on 06.12.2024. In these letters no communication was made by the respondents with regard to the status of occupation certificate to the complainant. Further, the learned counsel for the respondents has submitted that the status of occupation certificate was communicated to the complainant vide reminder letter dated 02.09.2024, however, upon perusal of documents, it is observed that there is no copy of reminder letter dated 02.09.2024 is placed on record. In the absence of a physical copy of the reminder letter dated 02.09.2024, Authority finds it difficult to rely merely on the verbal submissions of the learned counsel for the respondents. Hence, the contention of the respondents that the offer of




possession dated 16.01.2024 was validly communicated to the complainant vide reminder letter dated 02.09.2024 is hereby rejected. As per the documents placed on record, the respondents had issued the offer of possession dated 16.01.2024 to the complainant without receipt of occupation certificate and thereafter received the same on 30.04.2024. However, respondents failed to communicate to the complainant that the occupation certificate has been granted in respect of the unit in question. Complainant could not have offhandedly known that the unit in question is now granted occupation certificate. Instead of communicating the receipt of occupation certificate, the respondents kept on raising demand letters to the complainant and ultimately cancelled the allotment of the unit vide letter of termination dated 07.01.2025 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 respondents was invalid. Further at the time of said cancellation respondents were duty bound to refund the amount paid by the complainant after forfeiture of earnest money, however, the respondents illegally retained the entire amount paid by the complainant, thus enjoying wrongful gains and causing wrongful loss to the complainant. Further, the matter with regard to the possession of the unit in question and payment of payable and receivable amounts was subjudice before this Authority, thus the respondents could not have cancelled the allotment of the unit during pendency of suit. Therefore, in light of these facts, it is germane to say that



the cancellation of the allotment of unit vide letter dated 07.01.2025 is unlawful and bad in the eyes of law. Respondents 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 respondents were premature and hence non-payable by the complainant. Thus the allegation of the respondents that the complainant had defaulted in making payment of instalments is found to be devoid of merit.

30. The complainant has further contended that along with the offer of possession, the respondents had raised illegal demands which were not payable by him. In this regard it is observed that the complainant has failed to mention in written/oral pleadings as to which of the demands of the statement of account dated 16.01.2024 are illegal and/or non payable by the complainant and on what grounds. Hence, Authority is unable to adjudicate on this issue.

31. Further with regard to payment of delayed possession interest, it is observed that as per the builder buyer agreement possession of the unit should have been delivered to the complainant on 02.09.2018. However, respondents failed to deliver possession of the unit within stipulated time. An offer of possession was issued to the complainant on 16.01.2024, however the said offer of possession was without an occupation certificate. Complainant



could not have accepted the said offer of possession. Thereafter, the respondents received an occupation certificate on 30.04.2024, but the same was not conveyed to the complainant. From the receipt of occupation certificate till date, respondents have not issued a fresh offer of possession to the complainant conveying the same.

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 respondents 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 16.10.2014 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:

(z) "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 respondents to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.85% (8.85% + 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 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 09.09.2025 (in ₹)
1.	19,63,268.17/-	02.09.2018	14,96,938/-
2.	25,313.13	16.01.2024	4,537/-
Total:	19,88,581.30/-		15,01,475/-
Monthly Interest:	19,88,581.30/-		17,734/-

34. It is pertinent to mention that in the captioned complaints, complainants have received timely payment discount from the respondents 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 respondents 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 shall be provided on the entire amount for which the receipts have been issued by the respondents.

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 once an allottee has paid the total sale consideration in respect of the booked unit and is ready/willing to take possession of the same. 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 after handing over of possession.

36. Complainant in this captioned complaint vide relief clause no. iv has sought to impose a penalty upon the respondents for non registration of the real estate project in question with this Authority. In this regard it is observed that provision for penalty upon the respondent-promoter on account of non registration of a project is a mandate provided to the Authority under the RERA Act 2016. There is no violation of any contractual obligation of the complainant on account of non registration of a project. Throughout



proceedings, the complainant has failed to prove that how he is aggrieved by the fact that the respondents have not registered the project in question. Thus the plea of the complainant for imposition of penalty upon the respondents is rejected. Nevertheless based on the allegations of the complainant, project branch is directed to initiate separate proceedings and issue show cause notice to respondent for violation of Section 3 and imposition of penalty U/S 59 of RERA Act, 2016.

G. DIRECTIONS OF THE AUTHORITY

37. 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 ₹ 15,01,475/- (till date of order i.e 09.09.2025) 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 @ ₹17,734/- till a valid offer of possession is issued to the complainant.
- ii. The respondents 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 uploading of this order. Complainant shall make payment of balance sale consideration,



if any, and accept the physical possession of the unit within next 15 days. The respondents shall not charge anything from the complainants which is not part of the agreement to sell.

- iii. Respondents are directed to get the conveyance deed registered within 15 days of the complainant's accepting the possession of the unit in question.
- iv. Copy of this order be sent to project branch for compliance.
- v. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]