



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	877 of 2024
Date of filing.:	01.07.2024
First date of hearing.:	27.08.2024
Date of decision.:	09.09.2025

Sachin Dhall
R/o 2534/10 Chuna Mandi,
Paharganj, New Delhi-110055

....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

..... RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** **Member**

Present: - Mr. Akshat Saini proxy counsel for arguing counsel
Mr. Harshit Goyal, Counsel for the complainant

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 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 agreement	22.05.2013



8.	Possession clause in builder buyer agreement (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 or on completion of 35% of the basic sale price alongwith 20% of EDC and IDC by the purchaser(s), whichever is later. The Purchaser(s) agrees and understands that the Seller/ Confirming Party shall be entitled to a grace period of (180) one hundred and eighty days, after the expiry of 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 situated. The Seller/Confirming Party shall give a</p>
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		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.	Due date of possession	22.05.2015
10.	Total sale consideration	₹ 28,76,279/-
11.	Amount paid by complainant	₹ 36,23,225.3/-
12.	Offer of possession.	16.01.2024

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

- Facts of complaint are that the complainant had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 75, 82 and 85 Faridabad, Haryana in the year 2009. Vide allotment letter dated 24.12.2009 complainant was allotted unit bearing No. J-12A, Second Floor in the said project. Thereafter the allotment of the complainant was shifted to P8-24-SF Second Floor of Block P having a super area of 1399 sq. ft.
- A builder buyer agreement was executed between the parties on 22.05.2013 in respect of the unit bearing no. P8-24-SF. The total sale price of the unit

was fixed at ₹ 28,76,279 /- against which the complainant has paid a total amount of ₹ 36,23,225.39/- till date. The complainant has already made the complete payment to the respondents.

5. As per clause 4.1 of the agreement dated 22.05.2013 the respondents were liable to deliver possession of the booked unit within 24 months from the date of execution of the builder buyer agreement. Therefore, the due date of delivery of possession is calculated as 22.05.2015 which has already expire. 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 17.06.2022 after a delay of seven years. However, said offer of possession was not valid as the same was issued without obtaining an occupation certificate. The respondent no 1 had issued No-Objection Certificate dated 08.05.2023 for giving possession of the booked unit for purpose of carrying fit-outs only.
7. The complainant had also sent a legal notice dated 10.05.2024 by 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-6.



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. P8-24-SF, 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 course of arguments, learned counsel for the complainant had submitted that the complainant has not received possession of the booked floor till date. The offer of possession issued on 17.06.2022 was not a valid offer since it was issued without obtaining occupation certificate, therefore complainant could not have accepted the same. Further, during the pendency of the present complaint, respondents had issued a cancellation letter dated 11.11.2022 to the complainant. However, said cancellation holds no meaning since the respondents had later restored the floor in the name of the complainant and issued a No Objection Certificate dated 08.05.2023 for carrying out fit-out works in the floor in question. However, said offer was only for fit out and does not imply that the complainant was having physical possession of the floor. He further submitted that the complainant has made a total payment of 36,23,225.39/- to the respondents in lieu of the booked floor. Ledger dated 10.01.2025 issued by respondents, annexed at page 101 of



reply, contains the respective dates of payment of various amounts for the purpose of calculation of delay interest.

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 the respondent no. 2 is a mere confirming party to the agreement and is neither a proper nor a necessary party. No relief has been sought against the respondent no. 2 and hence, the name of respondent No. 2 should be deleted from array of parties
14. The complainant had approached respondent No. 1 after conducting their due diligence and sought to book an independent residential unit in the project of the respondent no. 1 known under the name and style of "Park Elite Floor". A copy of the booking form is marked and annexed herewith as Annexure R2.
15. Consequently, the complainant was tentatively allotted unit no. J-12A-SF 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 J-12A to P8-24-SF² on second floor, admeasuring tentatively 1,399 sq. ft.



16. That thereafter, a builder buyer's agreement was executed between the parties on 22.05.2013. A copy of the same is annexed and marked as Annexure R3. That as per clause 4.1 of the agreement, the possession was proposed to be handed over within a period of 24 months from the date of execution of the builder buyer agreement or on completion of payment of 35% of the Basic Sale Price along with 20% of EDC and IDC by the Purchaser(s), whichever is later, along 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 16.11.2015. 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 clause 5.1 and Clause 14 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 were 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. 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 17.06.2022. 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 15.12.2023 was also issued to the respondents. A copy of Offer of Possession dated 17.06.2022 is marked and annexed as Annexure R5. A copy of Occupancy Certificate dated 15.12.2023 is marked and annexed as Annexure R6.



21. Since the complainant did not pay heed to the reminder letters issued by the respondent No. 1, the respondent no. 1 had no option but to terminate the unit of the complainant vide Termination Letter dated 11.11.2022, 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.

22. However, the respondent no. 1 is a customer centric company and in utmost bonafide revised the unit of the complainant. Thereafter, the complainant had obtained no objections for giving physical possession for carrying out fit-out on 08.05.2023 and complainant stands in physical possession of the unit. That after taking the physical handover of the unit no cause of action arises in favour of the complainant whatsoever hence, the complaint is liable to be dismissed. A copy of the no objections for giving physical possession for carrying out fit-out on 08.05.2023 is marked and annexed as Annexure R8.

23. During the course of hearing, learned counsel for the respondents submitted that respondent no.1 had issued an offer of possession to the complainant on 17.06.2022 and further the floor in question had received occupation

certificate on 15.12.2023. The respondent no.1 had issued several reminder letters dated 02.08.2022 and 03.09.2022 to the complainant for making payment of balance amount. Thereafter, respondent no. 1 had issued a final demand notice on 11.10.2022 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 11.11.2022 on account of non payment of dues. Learned counsel for the respondents submitted that respondent no.1 being a customer centric company in its utmost bonafide had revised the floor and obtained no objections for giving physical possession for carrying out fit out on 08.05.2023 and complainant stands in physical possession of the Page 5 of 6
ate Complaint no. 877 of 2024 floor. After taking physical handover of the floor no cause of action arises in favour of the complainant.

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. J-12A-SF had been provisionally allotted to the complainant in the project of the respondent namely "Park Elite Floor" vide allotment letter dated 24.12.2009. Later the



said allotment was shifted from unit bearing no. J-12A-SF to a different unit bearing no. P8-24-SF tentatively admeasuring 1,399 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. P8-24-SF on 22.05.2013 for a total sale consideration of ₹28,76,279/- against which the complainant has paid a total amount of ₹36,23,225.3/-. 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, execution of conveyance deed and imposition of penalty upon the respondent promoter on account of non registration of the project in question.

26. As per clause 4.1 of the builder buyer agreement dated 22.05.2013, possession of the unit was to be delivered a period of (24) months from the date of execution of floor buyer agreement or payment of 35 % of total sale consideration and EDC/IDC charges, whichever is later. Taking 24 months from the date of execution of the agreement, the deemed date of possession works out to 22.05.2015. With regard to the clause of the agreement where the possession has been subjected to payment of 35% of sale amount and EDC/IDC charges it is observed that drafting of this clause is vague and uncertain and heavily loaded in favour of the promoter. Incorporation of



such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of possession of the unit and to deprive the allottee of his right accruing after delay in delivery possession. The agreement further provides that the promoter shall be entitled 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 floor is situated. It is a matter of fact that the promoter did not apply to the concerned authority for obtaining completion certificate/occupation certificate within the time limit prescribed by the respondent/promoter in the floor buyer agreement i.e immediately after completion of construction works within 24 months. 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 22.05.2015.

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 respondents were 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

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*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 22.05.2015. 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 17.06.2022. Said offer of possession was not acceptable to the complainant since it 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 has submitted that vide the offer of possession dated 17.06.2022 complainant had been duly informed that the unit in question is complete in all respects and that he may come forward and take possession upon payment of balance sale consideration. Further the respondents had received occupation certificate qua the unit in question on 15.12.2023. 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 11.11.2022. As per facts, this cancellation had been revised by the respondents and the



complainant had obtained no objections for taking physical possession for carrying out fit-out on 08.05.2023. It is the primary contention of the respondents that since the complainant now stands in physical possession of the unit, therefore, there is no cause of action.

29. In this regard it is observed that admittedly the offer of possession was issued to the complainant without receipt of occupation certificate. After issuing of offer of possession, the respondents had further issued reminder letters dated 02.08.2022 and 03.09.2022 to the complainant for payment of balance sale consideration. Vide said letters, the respondents did not make any communication with respect to the status of occupation certificate to the complainant. Complainant could not have been forced to accept the said offer of possession as it was incomplete. respondents had thereafter arbitrarily cancelled the allotment on 11.11.2022, but the same was later revised for reasons best known to the parties. Now the main point of contention between the parties is with regard to the NO Objection Certificate dated 08.05.2023. It is the contention of the complainant that the same was only for fit outs purposes and prior to obtaining occupation certificate. On the other hand, it is the principal argument of the respondents that the complainant has been enjoying possession of the unit ever since. A bare perusal of the NO Objection Certificate dated 08.05.2023 reveals that in said certificate it has been categorically mentioned that "*possession being handed over to you is only for the purposes of carrying out fit-outs in*



the said FLOORS and, in no event shall be deemed to be handing over the physical possession under section 53A of the Transfer of Property Act, 1882." A mere simple reading of this document clearly shows that the No Objection Certificate dated 08.05.2023 was not an offer of possession but only a permission to carry out fit out works in the unit in question. The said certificate did not entitle the complainant with possession of the unit nor was there a formal handing over of keys which would have enabled the process of the physical hand over of possession. It is further the fact that when this certificate was issued to the complainant, the respondents did not have an occupation certificate qua the unit in question. The occupation certificate was later received on 15.12.2023. In light of these facts, it can be rightly observed that the vide No Objection Certificate dated 08.05.2023, the complainant did not enjoy any rights over the unit in question and hence, it cannot be said that the the said certificate had entitled the complainant with physical possession of the unit bearing no. P8-24-SF. Fact of the matter is that a valid offer of possession has not been issued to the complainant till date. The complainant has been relentlessly pursuing the respondents seeking possession of his booked unit.

30. In nutshell, as per builder buyer agreement dated 22.05.2013, possession of the unit in question should have been delivered to the complainant by 22.05.2015. However, respondents failed to deliver possession of the unit within stipulated time. An offer of possession was issued to the complainant



on 17.06.2022 and later a No Objection Certificate was issued on 08.05.2023. However, the same were issued without obtaining occupation certificate. Complainant could not have taken over possession of the unit in question. Till date, respondents have failed to issue a valid offer of possession to the complainant in respect of the unit in question.

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 the complainant is entitled to receive delay interest for the delay caused in delivery of possession from the deemed date of possession i.e 22.05.2015 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(za) of the Act which is as under ÷



(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Rule 15 of HIRERA 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"

31. 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.

32. 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.	1036413.80	22-05-2015	1159631
2.	3477797.89	27-02-2018	284520
3.	15837.01	28-02-2018	12951
4.	674131.77	18-01-2019	486353
5.	31674.03	06-03-2019	22409
6.	687344.71	18-03-2019	483830
7.	31674.20	18-03-2019	22296
8.	798352	19-11-2022	243489
Total:	36,23,225.41/-		27,15,479/-
Monthly Interest:	36,23,225.41/-		32,311/-

33. 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.

34. 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.

35. 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

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:

 Page 24 of 25

- i. Respondents are directed to pay upfront delay interest of ₹ 27,15,479/- (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 @ ₹ 32,311/- 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 were 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]