



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	116 of 2024
Date of filing.:	24.01.2024
First date of hearing.:	19.03.2024
Date of decision.:	12.08.2025

Gagan Sharma s/o Sh. Bhawani Shankar Sharma
R/o H.no 414, First Floor
Sector-8, Faridabad
Haryana, 121003

....COMPLAINANT

VERSUS

M/S BPTP Parklands Pride Limited
Regd Office at
M-11, Middle Circle,
Connaught Circus,
New Delhi, 110001

....RESPONDENT

CORAM: Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Present: - Mr. Narender Yadav, Counsel for 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 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.	Parkland Pride, Sector -77 & 78, Faridabad
2.	Nature of the project.	Residential
4.	RERA Registered/not registered	Not Registered
5.	Details of unit.	PA-177-FF
6.	Date of builder buyer agreement	03.01.2013



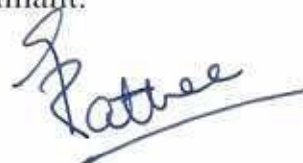
7.	Due date of possession	03.07.2015
8.	Possession clause in BBA (Clause 5.1)	<p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the seller/ confirming party or any restraints/restrictions from any courts/authorities but subject to the purchasers) having 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 thirty (30) months from the date of execution of floor buyer agreement,. The Purchaser(s) agrees and understands that the Seller/ Confirming Party shall be entitled to a grace period of (180) one hundred and eighty days, after the expiry of thirty (30) months, for filing and pursuing the grant of an occupation certificate from the concerned authority with respect to the plot on which the three independent floors are situated. The Seller/Confirming Party shall give a Notice of Possession to the</p>



		Purchasers with regard to the handing over of possession and the event the purchaser(s) fails to accept and take the possession of the said floor within 30 days thereof, the purchaser(s) shall be deemed to be custodian of the said floor from the date indicated in the notice of possession and the said floor shall remain at the risk and cost of the purchaser(s).
9.	Total sale consideration	₹34,35,002/-
10.	Amount paid by complainant	₹55,71,286/-
11.	Offer of possession.	11.06.2019

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the complainant had booked a floor in the project of the respondent namely "Parkland Pride" situated at Sector 77, Faridabad, Haryana vide application dated 02.05.2011. The complainant was initially allotted floor No. PB-63-FF to the complainant on 13.02.2012. A copy of the allotment letter dated 13.02.2012 is annexed as Annexure C-2. The complainant vide email dated 15.02.2012 had requested the respondent to allot a park facing floor and accepting his request the respondent had allotted a floor bearing no. PA-177- FF to the complainant.



4. A floor buyer agreement was executed between both the parties on 03.01.2013 in respect of floor bearing no. PA-177-FF. A copy of the agreement is annexed as Annexure C-4. As per clause 5.1 of the agreement possession of the unit was to be delivered within a period of thirty (30) months from the date of execution of floor buyer agreement. Said period expired on 03.07.2015 Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate.
5. The total sale consideration of the floor was fixed at ₹34,35,002/-. That as per the demand raised by the respondent, the complainant has already made a payment of ₹ 55,71,286/- in respect of the booked floor. Copy of payment receipts is annexed as Annexure C-5. The complainant had availed a loan of ₹15,00,000/- from HDFC Bank which was approved by the bank on 22.01.2013 and also entered into an tripartite agreement with the respondent and HDFC Bank on 22.01.2013. An original copy of the same is duly received by the respondent. A copy of the loan approval letter dated 22.01.2013 and tripartite agreement is attached as Annexure C-6.
6. The respondent was supposed to deliver possession of the booked floor by 03.07.2015, however the respondent miserably failed to complete construction of the project and deliver possession within the stipulated time. The respondent had issued an offer of possession in respect of the booked floor on 11.06.2019 and a delay of four years without providing any delay compensation. The copy of the offer of possession is annexed as Annexure



- C-7. Further, the respondent vide said possession letter had raised a further illegal demand of ₹ 9,62,917/- on account of preferential location charges, cost escalation, development charges. The respondent threatened the complainant that non payment of this demand would lead to cancellation of the allotment and forfeiture of total paid amount.
7. That the complainant after receiving the offer of possession wrote an email dated 17.06.2019 to the respondent objecting that the complainant had opted for a park facing floor whereas the floor allotted to complainant was not park facing as there was some room constructed along with a tower and a big generator set. The respondent had illegally received the preferential location amount of ₹ 4,06,410/-. The complainant requested the respondent to allot park facing unit, if available, and in case no such floor was available then the preferential location charges paid by the complainant must be returned. It is pertinent to mention here that the respondent has constructed a permanent structure just opposite to the floor of the complainant. A copy of the email dated 17.06.2019 and photographs are attached herewith as Annexure C - 9.
8. The respondent rather than resolving the grievances of the complainant sent an email dated 26.10.2023 demanding ₹ 3,69,000/- against the stamp duty to which the complainant replied vide email dated 31.10.2023 requesting the respondent with regard to payment of the delayed possession interest admissible to the complainant on account of delay caused in delivery of



possession. Copies of email dated 26.10.2023 and 31.10.2023 are annexed as Annexure C-10.

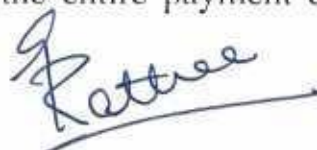
9. The complainant has further submitted that the respondent kept raising the CAM charges and electricity bills which were being paid by the complainant as good gesture to secure their floor despite of the fact the respondent had failed to hand over the possession of the said floor till date.
10. The complainant after receiving the offer of possession had deposited the amount demanded by the respondent and the requisite papers for taking of the possession were submitted in July 2021 but till today possession has not been handed over despite making the complete payment as per offer of possession. Hence, the complainant has been constrained to file the present complaint seeking possession of the booked floor along with delay interest for the delay caused in delivery of possession as per prescribed rate under RERA ACT 2016.

C. RELIEF SOUGHT

11. That the complainant seeks following relief and directions to the respondent:-
- i. To pay the delayed possession interest to the complainant for the delay caused in delivery of possession as per prescribed rate under the under Section 15 Haryana Real Estate (Regulation and Development) Rules 2017.



- ii. To hand over the physical possession of the floor bearing No. PA-177 First Floor, Parkland Pride, Sector - 77, Faridabad along with the promised amenities and execute the conveyance deed of the above mentioned floor in favour of the Complainant under Section 14(1), 17(1) and 18 (1) of the Real Estate (Regulation and Development) Act, 2016.
 - iii. To set aside or withdraw the illegal demands raised by the respondent against the basic sale price and escalation charges and club membership and further, direction may be given to the respondent to refund the same.
 - iv. 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.
12. During the course of hearing, learned counsel for the complainant submitted that vide order dated 10.12.2024, complainant was directed to visit the office of the respondent company on 23.12.2024 to take over possession of the floor in question. The complainant had approached the respondent for the same but was told that the customer Id of the complainant was locked due to legal intervention. The complainant had submitted all the necessary documents to legal head Mr. Abhishek, but he refused to comply with the directions of the Authority. All the documents and email have been attached in the application filed on 21.04.2025. Complainant has made the entire payment except the

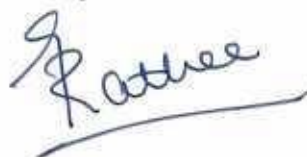


stamp duty charges but the respondent is deliberately delaying delivery of possession on one pretext or another. The respondent is sending arbitrary settlement offers along with a draft of copy of cheques but when the complainant visits the officials of the respondent company, they do not assist the complainant. Learned counsel for the complainant submitted that the possession of the unit was to be delivered by 03.07.2015 but the same has been delayed beyond stipulated time. The respondent had issued an offer of possession without obtaining the occupation certificate. Further, along with said offer of possession, respondent had issued a statement of account of payable and receivable amounts which was not acceptable to the complainant for the reasons that firstly the respondent had failed to adjust the component of delay interest admissible to the complainant in said statement and secondly the respondent had raised illegal demands on account of preferential location charges, cost escalation, club membership etc which were not payable however, the same had to be paid by the complainant to safeguard his booking of the floor in question.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 18.03.2024 pleading therein:

13. That the complainant had expressed his interest to purchase a floor in the project being developed by the respondent namely "Parkland Pride" at

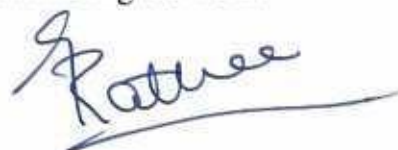


Faridabad, Haryana. Accordingly, an application/ booking form was executed by the complainant on 02.05.2011, a copy of which is annexed as Annexure R1.

14. Consequently, the complainant was provisionally allotted floor no. PB-63-FF on first floor. However, the allotment of the complainant was later changed and the complainant was now allotted floor bearing no. PA-177-FF, admeasuring 1103 sq. ft super area, on the basis of the tentative layout plan. The copies of the allotment letter dated 13.02.2012 and the unit change letter dated 23.05.2012 are annexed as Annexure R2(Colly).

15. That thereafter, the complainant and the respondent entered into a floor buyer's agreement on 03.01.2013 . 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 floor buyer's agreement dated 03.01.2013 is annexed as Annexure R3. It is further mentioned that the area of the floor was tentative and subject to change, as also agreed under clause 2.13 of the agreement.

16. That the complainant took loan against the floor in question from Housing Development Finance Corporation Limited, for which permission to mortgage was issued by the respondent. The complainant, respondent entered into a Tripartite Agreement along with the HDFC bank on 22.01.2013. It is pertinent to note that the liability of repayment of the loan amount was on the complainant himself, as per clause 3 of the Tripartite Agreement.



17. That as per the agreement, the possession was proposed to be handed over within a period of 30 months from the date of execution of the floor buyer's agreement 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. Thus the proposed due date of possession works out to 17.01.2016. Further, the due date of possession was subject to force majeure conditions and the timely payment of instalments by the complainant.

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 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.

19. That in addition to the above, the construction was also affected by the act of non-receipt of timely payment against the floor. The copies of payment request letters, payment receipts, and reminders are annexed as Annexure R6(Colly).
20. That despite innumerable hardships being faced by the respondent, the respondent completed the construction of the project and applied for the occupation certificate and successfully obtained the same on 27.12.2019.
21. That after the completion of the construction and development of the unit, the respondent offered the possession of the floor to the complainants on 11.06.2019. It is pertinent to mention that vide letter dated 11.06.2019 regarding offer of possession, the complainant was asked to make the requisite payment and complete the documentation required to enable the respondent to initiate the process of handover of unit, however, the complainant has not turned up to take the possession of the floor. It is submitted that the respondent had also credited the compensation of ₹ 3,04,783 to the complainant at the time of offer of possession of the unit. A



copy of offer of possession dated 11.06.2019 is annexed as Annexure R8. That it is the complainant who has failed to take the possession and make the payment towards the due instalment demanded with the offer of possession. The respondent No. 1 has also issued recovery letter dated 26.10.2023 to the complainant, requesting, to make the payment towards the balance sales consideration. A copy of recovery letter dated 26.10.2023 is annexed herewith as Annexure R9.

22. During the course of hearing, learned counsel for the respondent an offer of possession has already been made to the complainant on 11.06.2019 and occupation certificate has been received on 27.12.2019. The complainant has failed to take possession of the plot after clearing certain payments including stamp duty charges. He further denied that the complainant had visited the office of the respondent company. Learned counsel for the respondent further submitted that as a goodwill during the court proceedings on 22.04.2025, respondent had presented cheques for delayed possession charges for an amount of ₹13,59,199/- from the deemed date of possession i.e 03.07.2015 till the date of occupation certificate to the complainant which were in turn not accepted by the learned counsel for the complainant.

23. It is pertinent to mention that during the course of hearing dated 22.04.2025, the Authority has enquired from the respondent whether the receipt of occupation certificate was conveyed to the complainant since it was received after issuing the offer of possession on 11.06.2019. Learned counsel for the



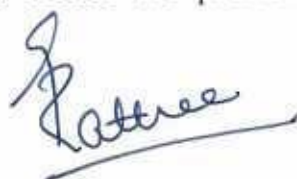
respondent submitted that he has no information if the occupation certificate was conveyed to the complainant.

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. As per facts and circumstances, a floor was booked by the complainant in the project being developed by the respondent namely 'Parkland pride' at Faridabad, Haryana. A floor buyer agreement was executed between both the parties on 03.01.2013 and the complainant was allotted floor bearing no. PA-177-FF admeasuring 1103 sq. ft. in the said project. As per clause 5.1 of the agreement, possession of the floor was to be delivered within a period of 30 months from the date of execution of the said agreement. Said period expired on 03.07.2015. Further, the respondent was allowed a period of 180 days for filing and pursuing grant of occupation certificate. The total sale consideration for floor was fixed at ₹ 34,35,002/-. A total amount of ₹ 55,71,286/- has been paid to the respondent in lieu of the booked floor. It is the submission of the complainant that the respondent has delayed delivery of possession beyond stipulated time. Despite taking payment of entire sale consideration the respondent has failed to hand over possession of the floor in question to the complainant. Hence the present complaint



seeking possession of the booked floor along with delay interest and execution of conveyance deed in favour of the complainant.

26. As per clause 5.1 of the agreement, possession of the floor in question should have been delivered within a period of 30 months from the date of execution of floor buyer agreement. Said period expired on 03.07.2015. The agreement further entitles the respondent to a grace period of 180 days after expiry of 24 months for filing and pursuing the grant of occupation certificate with respect to the plot on which the floor of the complainant is situated. In this regard, it is observed that as per the copy of the occupation certificate, the respondent had applied for the same vide application dated 12.08.2019 i.e. more than three years later than the proposed grace period (04.07.2015 to 17.01.2016). Thus, it is the respondent who has delayed construction of the project and subsequently application for grant of occupation certificate. The delay is entirely on the part of the respondent. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, this grace period of 180 days cannot be allowed to the promoter. Thus the deemed date of possession works out to 03.07.2015.

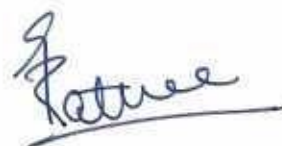
Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay in construction of the project due to disruption in construction activity due to regulation of mining activities of minor minerals as per directions of Hon'ble Supreme Court, non-availability of raw material due to various orders



of Hon'ble Punjab & Haryana High Court and National Green Tribunal and stay on mining activities by National Green Tribunal in several cases related to Punjab and Haryana. However, respondent has failed to attach copies of the respective orders banning/ prohibiting the construction activities. Respondent has failed to adequately prove the extent to which the construction of the project in question got affected. Furthermore, COVID-19 outbreak hit construction activities post 22.03.2020 i.e five years after the deemed date of possession, therefore, as far as delay in construction due to outbreak of Covid-19 is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as **M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020 dated 29.05.2020** has observed that:

“69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since september,2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September,2019 and is claiming the benefit of lockdown which came



into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself"

27. As per observations recorded above, possession of the floor in question should have been delivered by 03.07.2015. However, respondent failed to complete construction of the floor and deliver possession within the time period stipulated in the buyer's agreement. Thereafter, an offer of possession was issued to the complainant on 11.06.2019. It is the contention of the respondent that the complainant has failed to accept the offer of possession and further failed to make payment of the due outstanding amount. On the other hand, the complainant has submitted that the said offer of possession was unacceptable to him as the respondent had issued the same without obtaining occupation certificate and had raised further illegal demands on account of preferential location charges, cost escalation charges, club membership charges etc. The complainant had made payment of these charges at that time in order to save himself from the burden of interest and to secure his rights, however these demands were not payable by the complainant since the offer of possession dated 11.06.2019 was not a valid offer of possession and also the preferential location of the



floor in question had been compromised by the respondent which was in total violation of the terms agreed between the parties.

In this regard it is observed that admittedly the respondent had issued the alleged offer of possession to the complainant without obtaining an occupation certificate. Further even the preferential location of the floor had also been compromised. Complainant had communicated his reservations to the respondent vide email dated 17.06.2019 regarding the walled structure exactly opposite the floor allotted to the complainant and excess charges, however, the complainant received no response. Complainant in support of his averments had placed on record a copy of email communication between himself and the respondent dated 17.06.2019 and photograph of the area opposite the floor allotted to the complainant. company throughout the period from 14.01.2020 till 28.07.2022. A bare perusal of these correspondences reveal that the preferential location of the floor allotted to the complainant has been compromised after the respondent had constructed a walled tower and generator room in front of it. The complainant had requested the respondent to change his allotted floor or refund the preferential location charges, however, the respondent failed to resolve the grievance of the complainants. Further, as per record, the respondent had received occupation certificate for the floor in question on 27.12.2019, however, respondent failed to communicate the same to the complainant. Strangely, even after receipt of occupation certificate, respondent did not issue any intimation/ demand letter



to the complainant apprising him of this fact, rather respondent issued a recovery letter dated 26.10.2023 to the complainant for payment of stamp duty charges but there was no mention of receipt of occupation certificate. Also, during the course of hearing dated 22.04.2025 learned counsel for the respondent was specifically enquired whether the receipt of occupation certificate was conveyed to the complainant to which he failed to give a concrete response. Complainant could not have offhandedly known that the unit in question is now granted occupation certificate. It was an obligation cast upon the respondent to apprise the complainant as soon as the occupation certificate was granted by the competent authority. A valid offer of possession constitutes intimation regarding status of unit, status of receipt of occupation certificate and balance payables and receivables amount in respect of the unit for which possession has been offered to ensure a smooth hand over of possession of the unit. Since the offer of possession dated 11.06.2019 was issued without obtaining occupation certificate thus the said offer was not a valid offer of possession. Further there was discrepancy with the location of the allotted floor which the respondent failed to resolve. Complainant could not have been forced to accept the same.

28. The complainant has further contended that the respondent has also illegally charged preferential location charges, club charges, cost escalation charges etc from the complainant before offering a valid possession. In this regard it




is observed that vide alleged offer of possession respondents had raised a demand of ₹ 12,06,354.39/- from the complainant. As observed in preceding paragraph the alleged offer of possession was not a valid offer therefore, the demands raised by the respondents were premature and hence non-payable by the complainant. Admittedly, the complainant had made payment of these demands to safeguard his interest in the project. The Authority has carefully examined the statement of account issued along with offer of possession dated 11.06.2019 and observes as follows:

- a. With regard to the demand of cost escalation charges, it is observed by the Authority that the deemed date of possession in captioned complaint is ascertained as 03.07.2015. A valid offer of possession is yet to be made to the complainant. Cost escalation charges, though a mentioned clause in the floor buyer agreement, are unjust at this stage since there has been a huge delay in offering possession, and any cost increase, was due to the respondent's failure to complete the project on time. Cost escalation charges are typically justified when there are unforeseen increases in construction costs during the stipulated period of construction of project, but in this case, the deemed date of delivery of possession had long passed and the delay was solely caused by the respondent, making it unfair to pass the burden of escalated costs onto the complainants. The



complainant, having already endured a huge delay, should not be penalized with cost escalation charges for a delay that was entirely the fault of the respondent. Therefore, demand raised by the respondents on account of cost escalation charges is set aside.

- b. With regard to the demand raised by the respondents on account of GST charges, Authority is of the view that the deemed date of possession in this case works out to 03.07.2015 and charges/taxes applicable on said date are payable by the complainant. Fact herein is that GST came into force on 01.07.2017, i.e. post deemed date of possession. The delay caused in delivery of possession has already been attributed on the part of the respondent's. In case the respondent had timely completed the construction of the project, then the GST charges would not have come into force. Therefore, the complainant is not liable to pay GST charges, if any.
- c. With regard to the demand raised by the respondent on account of club membership charges, Authority observes that these can only be levied when the club facility is physically located within the project and is fully operational. However, no documentary evidence has been filed on record to establish the fact that the club's facility is operational at site. Complainants have submitted

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that the proposed club has not been constructed till date. Respondents have not placed any document/photograph to negate the claim of the complainants. This situation makes it clear that the promised club facility is non-existent at this stage, and the demand for club charges is wholly unjustified. Since the club is not present in the project in question and the demand for club charges is being made without any substantiated basis, the demand raised by the respondent on account of club charges is also set aside. However, respondent will become entitled to recover it in future as and when a proper club will become operational at site.

- d. With regard to preferential location charges, it is observed that the respondent had raised a demand from the complaint on account of preferential location. As per clause 2.3 (b)(iv) the respondent has charged 10% of the basic sale price as preferential charges from the complainant on account of a park facing location. However, in view of the structure constructed by the respondent in front of the allotted floor of the complainant's this location has been compromised. Respondent has failed to adequately prove as to how the preferential location charges seems to be justified in view of the walled structure. Despite repeated efforts from the complainant the respondent failed to



resolve the dispute or refund the paid amount showing mala fide intentions. As per the terms of the agreement preferential location charges can only be raised for a specific location, since the location in this case has been compromised hence the said amount is to be refunded to the complainant along with interest as per Section 18 of the RERA Act 2016.

The Authority has got calculated the interest admissible to the complainant on the amount of paid on account of cost escalation charges, Club membership charges, preferential location charges and the same works out to ₹ 5,92,758/- as per the table mentioned below:

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till date of order i.e 12.08.2025 (in ₹)
1.	77190.40	07.01.2013	10,60,59/-
2.	231571.20	02.02.2013	3,16,380/-
3.	77318	04.06.2013	1,02,817/-
4.	20458.42	10.07.2019	13,600/-
5.	69662.67	10.07.2019	53,902/-
Total:	4,76,200/-		5,92,758/-
Total amount payable to complainant(476200+592758)= ₹10,68,958/-			



In respect of the remaining demands raised along with the alleged offer of possession, it is observed that those demands were payable by the complainant to the respondent in lieu of the booked floor at the time of offer of possession. Since the offer of possession dated 11.06.2019 was not a valid offer, hence these demands have been prematurely paid by the complainant. Therefore, for these payments, complainant will be entitled to receive interest from the date of payment till the date a valid offer of possession has been issued to him.

29. The facts set out in the preceding paragraph demonstrate that, admittedly, the delivery of possession of the booked floor has been delayed beyond the stipulated period of time. As per clause 5.1 of the agreement, respondent should have delivered possession of the floor by 03.07.2015. However, the respondent failed to construct the project and deliver possession of the booked floor as per terms of agreement. An offer of possession was issued to the complainant on 11.06.2019. Along with said offer of possession respondents had issued a detailed statement of account of payable and receivable amounts which has been challenged by the complainant on account of several discrepancies that have been already adjudicated in para 28 of this order. Further said offer of possession was without an occupation certificate. Complainant could not have accepted the said offer of possession. Thereafter, the respondent received occupation certificate on 27.12.2019,



however, the same was not conveyed to the complainant. After the receipt of occupation certificate respondent has not issued a fresh offer of possession to the complainant conveying the same. Clearly, there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession of the floor bearing no. PA-177-FF. 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 floor, 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 03.07.2015 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 Haryana Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%;

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

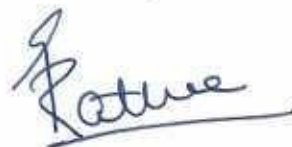
30.Hence, Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% (8.90% + 2.00%) from from the due date of possession till the date of a valid offer of possession.



31. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession in respective complaints as mentioned in the tables below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till date of order i.e 12.08.2025(in ₹)
1.	38,20,000.93/-	03.07.2015	44,13,995/-
2.	36,090/-	15.12.2016	34,089/-
3.	3,85,436.01/-	08.09.2018	2,91,325/-
4.	578618.58/-	10.07.2019	3,84,637/-
5.	55150/-	10.07.2019	36,661/-
6.	203886.33	10.07.2019	1,35,534/-
Total:	50,79,181/-		50,96,241/-
Monthly Interest:	50,79,181/-		45,504/-

In the captioned complaint the complainant has claimed to have paid an amount of ₹ 55,71,286/-. As per the receipts annexed the total paid amount works out to ₹ 55,90,524.13/-. Further, for the purpose of calculation of interest payable to complainant the total amount is taken as ₹ 50,79,181.85/- which is exclusive of the amount paid on account of cost escalation charges, club membership charges, preferential location charges (as these charges are being refunded to the complainant along with interest) and maintenance



charges(as the same is not paid towards sale consideration). Therefore the delay interest is being calculated on paid amount of ₹ 50,79,181.85/- .

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

33. Further, with regard to the issue of execution of conveyance deed, Authority is of the considered view that there is no impediment in execution of conveyance deed in favor of an allottee when allottee has paid the full consideration and gets the legal and valid possession. After this stage,

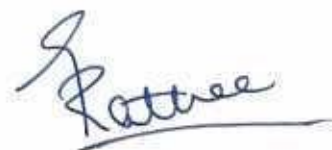
A handwritten signature in blue ink, appearing to read 'Ratna', is written over a horizontal line.

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 handover possession to the complainant and execute a registered conveyance deed in favour of the complainant-allottee.

F. DIRECTIONS OF THE AUTHORITY

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

- i. Respondents are directed to pay upfront delay interest of ₹ 50,96,241/- (till date of order i.e 12.08.2025) 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 @ ₹ 45,504/- till a valid offer of possession is issued to the complainant.
- ii. The respondent shall issue a valid offer of possession along with statement of account to the complainant incorporating therein the principles laid down in this order within 15 days of uploading of this order. Complainant shall accept the offer of possession within the next 15 days of the fresh offer. Complainant will remain liable to pay balance consideration amount, if any, to the respondent at the time of offer of



possession. The respondent shall not charge anything from the complainant which is not part of the agreement to sell.

iii. Respondent is directed to get the conveyance deed registered within 15 days of the complainant's accepting the possession of the floor in question i.e PA-177-FF.

iv. The respondent shall refund the amount paid on account of club membership charges, preferential location charges and cost escalation charges along with interest as mentioned in para 28 of this order. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017

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


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]