



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1083 of 2024
Date of filing.:	20.08.2024
Date of first hearing.:	15.10.2024
Date of decision.:	05.02.2026

Chanchal Sharma & Subhash Chand Swaran
Both R/o House no. 2275, Sector-9
Faridabad, Haryana-121006

....COMPLAINANT

VERSUS

I.M/S BPTP Limited
M-11, Middle Circle, Connaught Circus,
New Delhi-110001

....RESPONDENT

CORAM: **Parneet Singh Sachdev** **Chairman**
 Nadim Akhtar **Member**
 Dr. Geeta Rathee Singh **Member**
 Chander Shekhar **Member**

Present: - Mr. Narender Yadav, Counsel for complainants through VC
 Mr. Tejeshwar Singh, Counsel for the respondent through VC.

W

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Park Elite Floors, Parklands, Faridabad.
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Not Registered
4.	Details of unit.	H-6/19, first floor, 1022sq. ft.
5.	Date of builder buyer agreement	27.08.2010

6.	Due date of possession	27.08.2012
7.	Possession clause in BBA (Clause 4.1)	<p>Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) 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 Stamp Duty and other charges and having complied with all provisions, formalities, documentation etc., as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Floor to the Purchaser(s) within a period of 24 months from the date of sanction of building plan. 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 24 months, for applying and obtaining the occupation certificate from the concerned authority. The Seller/Confirming Party shall give Notice of Possession to the Purchaser(s) with regard to the handing over of possession, and in</p>

		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).
8.	Total sale consideration	₹ 20,11,259/-
9.	Amount paid by complainants	₹25,35,341.95/-
10.	Offer of possession	22.12.2023
11.	Cancellation letter	04.07.2024
12.	Occupation Certificate	27.12.2023

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of complaint are that the original allottee had booked a unit in the project of the respondent namely "Park Elite Floors" situated at Sector 75, Faridabad, Haryana by paying booking amount of Rs 2,00,000/- on 30.05.2009. A builder buyer agreement was executed between the original allottee and respondent on 27.08.2010 and as per clause 4 of the agreement, possession of the unit was to be delivered within a period of twenty four (24) months from the date of agreement or on completion of 35% of basic sale price alongwith 20% of EDC/IDC by the purchaser

whichever is later. Taking the period of 24 months from the date of execution of the floor buyer agreement, deemed date of possession works out to 27.08.2012.

4. That present complainants stepped into the shoes of the initial buyers vide endorsement dated 26.07.2021. Copy of endorsement dated 26.07.2021 is attached as Annexure C-2.
5. That the total sale consideration of the unit was Rs 20,55,999/- as per builder buyer agreement and complainants had already paid an amount of Rs 25,35,341.95/- till 20.05.2021. The complainants wrote several email dated 29.01.2022 to the respondent whereby the complainants requested to give the possession at the earliest on humanitarian ground as both of them are senior citizens but all in vain.
6. That the respondent offered the paper possession on 22.12.2023 without completion certificate and approval from the competent authority and demanded Rs 10,02,507/-. Complainants vide email dated 18.05.2024 asked the respondent to pay the delayed possession interest as they have failed to handover the possession in the stipulated time. Copy of email is attached as Annexure C-8.
7. In reply, complainant had received an email dated 04.07.2024 and had an utter shock when the complainants found that their allotment of the unit was terminated arbitrarily. Several visit and mails were made raising objection to said termination but all in vain. Thus, the present complaint.

C. RELIEF SOUGHT

8. That the complainants seeks following relief and directions to the respondent:-

- i. Issue an order/direction to set-aside the termination letter dated 04.07.2024 which was issued illegally, arbitrarily, unilaterally and without following the natural justice.
- ii. Issue an order/direction to the Respondent to handover the physical possession of the flat No. II-6/19, First Floor, Park Elite Floors in Parklands, Sector - 84, Faridabad after receiving the completion certificate and Occupation Certificate from the concerned authority and execute the conveyance deed of the above mentioned unit in favour of the Complainants under Section 17(1) and 18 (1) of the Real Estate (Regulation and Development) Act, 2016.
- iii. Issue the order/direction to the respondent to pay the delayed possession interest rate as prescribed under the interest prescribed, from 26.08.2012 till the actual possession is handed over to the complainants, under Rule 15 and 16 Haryana Real Estate (Regulation and Development) Rules 2017.

- iv. Issue an order to set aside the undertaking dated 13.03.2021 being forged and fabricated and without consent of the complainants.
- v. Issuance of any other direction, order of directions which this Hon'ble Authority may deem fit and proper in the peculiar facts and circumstances of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondents filed detailed reply on 03.03.2025 pleading therein:

- 9. That original allottee, Mr. Ajit Kumar was provisionally allotted unit no. H6-19-FE on the first floor, Block H, admeasuring tentative super build up area 1022 sq. ft. Thereafter, the Respondent and Mr. Ajit Kumar mutually, willingly, and voluntarily entered into a Floor Buyer's Agreement on 27.08.2010. 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 FBA. A copy of the Floor Buyer's Agreement dated 27.08.2010 is annexed as Annexure-R1.
- 10. That Mr. Ajit Kumar sold the Unit to Mr. Manoj Kumar in 2013, and thereafter Mr. Manoj Kumar sold the Unit to Ms. Garima Dua in 2020. That thereafter, the Unit was finally sold by Ms. Garima Dua to the Complainants.

11. That Mrs. Garima Dua vide request form dated 19.05.2021, requested transfer of the Unit to the Complainants. That thus, the Unit was endorsed in favour of the Complainants vide Endorsement Form dated 26.07.2021 and Nomination Letter in favour of the Complainants dated 26.07.2021 was issued by the Respondent. Copies of the Endorsement Form dated 26.07.2021 and Nomination Letter dated 26.07.2021 are annexed and marked herewith as Annexure-R2 (Colly.). Complainants stepped into the shoes of buyer and became bound by the terms of the Flat Buyer's Agreement.
12. That at this instance, it is submitted that the Complainants being subsequent buyers, have no right to seek delay possession charges. That at the time of the nomination of the Complainants, the project was already delayed due to reasons beyond the control of the company. That having knowledge of the existing delay, due to circumstances beyond the control of the Respondent, the Complainants willingly and voluntarily entered into the agreement for sell and the transfer documents thereof leading to their nomination.
13. That such prior knowledge, willing and self-initiated endorsement of the Complainants, without any protest, amounts to acceptance of the existing circumstances and the Complainants cannot be allowed to reap benefits by extracting monies from the Respondent and forgoing their complete satisfaction against the Unit. Hence, the Complaint is liable to be

dismissed with costs against the Complainants. The Hon'ble Supreme Court has held in Laureate Buildwell Pvt. Ltd vs. Charanjit Singh 2021 SCC OnLine SC 479 that: *The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent.*

14. Moreover, Maharashtra RERA in Sandeep Sahebrao Valase Vs. Glomore Constructions No. CC006000000193435; and Ors. Complaint MANU/RR/0189/2021 had, in a case filed by subsequent allottee, held that the complainants are not entitled to delay possession charges under section 18 of the Act. Hence, delayed possession charges in the above-mentioned circumstances cannot be allowed to the complainant.

15. That subsequent allottee has no right to delayed possession charges w.e.f date of original allotment. Further, it is submitted that as per clause 4.1 of FBA, the due date of possession was proposed to be handed over in 24 months from the date of execution of the Floor Buyer's Agreement or on completion of payment of 35% of the Basic Sale Price along with 20% of EDC and IDC, whichever 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.

16. That due date was also subject to the incidence of force majeure circumstances and the timely payment by the Complainant. That the construction of the unit was deeply affected by such circumstances, the benefit of which is bound to be given to the respondents in accordance with clauses 13 of the flat buyer agreement.

17. 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) were regulated. The Hon'ble Supreme Court directed the framing of modern mineral concession rules. Reference in this regard may be taken from the judgment of *Deepak Kumar v. State of Haryana*, (2012) 4 SCC 629, where the competent authorities took substantial time in framing the rules in case where the process of the availability of building materials including sand which was an important raw material for the development of the said Project became scarce. The respondents no. 1 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. Thus, on account of several orders, directions passed by the various authorities/forum hindered the development of project. Ban by NGT vide order dated 19.07.2016 for 30 days, Ban by Environment Pollution Authority vide order dated 07.11.2017 and 01.11.2019 for 90 days and 4 days respectively and Ban by Hon'ble Supreme Court vide order dated 04.11.2019 for 102 days.

18. That in addition to the above, the construction was also affected by the act of non- receipt of timely payment against the unit. Despite there being number of defaulters in the project, including complainants, respondent had to infuse funds into the project and have diligently developed the project in question.
19. That despite innumerable hardships being faced by the respondent, the respondent after completing construction and development of the unit, had offered the possession of the unit to the complainants on 22.12.2023. However, complainants have not come forward to take possession of unit. Also, Occupation Certificate was received on 27.12.2023. Copy of possession letter is annexed as Annexure R-3. Copy of the occupation certificate dated 27.12.2023 is annexed as Annexure R-8.
20. That complainants acted in breach of Section 19 (6) and 19 (7) of RERA Act, 2016 by not taking possession by paying outstanding due amount.

Complainants have failed to take possession so reminders were issued on 29.02.2024, 02.04.2024 and 04.05.2024. Copies of reminder letters are attached as Annexure R-5.

21. Since the complainants failed to pay outstanding amount despite issuance of various reminders, the respondent was constrained to issue cancellation letter on 04.07.2024. Copy of letter is attached as Annexure R-6. Upon the termination, the complainants are left with no right or lien on allotted unit. Now, there is no locus standi of complainants to approach this I.d. Authority for possession of unit.

E. ARGUMENTS OF COUNSEL FOR COMPLAINANTS AND RESPONDENT

22. I.d. counsel for complainants submitted that original allottees had booked unit in respondent's project-Park Elite Floor in year 2009. Thereafter, builder buyer agreement for unit in question no. 11-6-19-11F was executed between the original allottee and respondent on 27.08.2010 and in terms of the same, possession was supposed to be delivered upto 27.08.2012. However, respondent has offered the possession on 22.12.2023 but same is accompanied with illegal demands/charges and not supported with Occupation Certificate. He requested that respondent be directed to issue valid offer of possession duly supported with occupation certificate alongwith delay interest.

23. In rebuttal, learned counsel for the respondent submitted that complainants are entitled to claim delay interest, only w.e.f date of nomination that too subject to force majeure conditions explained in written statement. He further submitted that the unit of the complainants were offered to complainants on 22.12.2023, and just after 5 days occupation certificate stands received on 27.12.2023. Several reminders were also issued to complainants in respect of said possession. It is the complainants who have failed to accept the said offer of possession and make payment of the outstanding amount till date. Hence, respondent had validly terminated the unit on 04.07.2024.
24. In respect of delay interest, ld. counsel for complainants submitted that complainants are covered under definition of Section 2 (d) of allottee under RERA Act, 2016. Hence, complainants are entitled to delay interest w.e.f deemed date of possession.
25. At this stage, query was raised to ld. counsel for respondent as to whether any amount was refunded to complainants after cancellation or not? To which, he replied that no amount was refunded, it still lies with respondent-developer.

G. ISSUES FOR ADJUDICATION

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

H. OBSERVATIONS OF THE AUTHORITY

27. Factual matrix of the case is that a unit was booked in the project being developed by the respondent namely "Park Elite Floors" situated at Sector 75 to 85, Faridabad, Haryana by original allottees in the year 2009. A builder buyer agreement H-6-19-FF having area 1022 sq. ft was executed between both the original allottee and respondent on 27.08.2010. Complainants had purchased the allotment rights of unit vide endorsement dated 26.07.2021. An amount of Rs 25,35,341/- has been paid by the complainant against the basic sale consideration of Rs 20,55,999/-.

28. As per clause 4.1 of the agreement possession of the unit should have been delivered within a period of (24) months from the date of buyer agreement or on completion of payment of 35% of BSP along with 20% EDC and IDC by the purchaser whichever is later. Since, date of completion of payment of 35% of BSP along with 20% EDC and IDC by the complainants has not been disclosed by the respondent, so taking 24 months from date of agreement, the deemed date of possession comes to 27.08.2012.

29. It is the stand of the respondent that the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay to circumstances beyond its control such as NGT order prohibiting construction activity, ban on construction by Supreme Court of India in M.C Mehta v. Union of India, ban by Environment Pollution (Prevention and Control) Authority for the cause of delay. In its reply the respondent has cited

that the National Green Tribunal had put a ban on construction activities in the National Capital Region in the year 2016 thus causing delay in construction of the project in question. However, respondent has failed to attach a copy of the order of the National Green Tribunal banning the construction activities. It is noteworthy that in the captioned complaint possession of the unit should have been delivered by 27.08.2012 which is much prior to the proposed ban. Therefore, the respondent cannot be allowed to take advantage of the delay on its part by claiming the delay caused due to statutory approvals/directions.

30. As on date, complainants are praying for possession of the unit. In this regard, it is observed that admittedly the respondent had issued the offer of possession dated 22.12.2023 to the complainants without obtaining an occupation certificate. In support of said offer, respondent had issued reminders dated 29.02.2024, 02.04.2024 and 04.05.2024 to the complainants for making payment of balance sale consideration and taking over of possession. No communication was made by the respondent with regard to status of occupation certificate in the offer of possession as well as the reminder letters. Although the respondent had continuously communicated to the complainants that the unit was ready for possession, however, in the absence of receipt of occupation certificate the complainants could not have positively ascertained that the unit was in a habitable condition. Thereafter the respondent received occupation certificate on 27.12.2023, however, respondent failed to communicate to the complainants that occupation certificate has been granted in respect of the unit

in question. It was an obligation cast upon the respondent to apprise the complainants 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 22.12.2023 was issued without obtaining occupation certificate thus the said offer was not a valid offer of possession. Complainants could not have been forced to accept the same. Instead of communicating the grant of occupation certificate, respondent rather cancelled the allotment of the complainants vide letter dated 04.07.2024 on account of non payment of dues, when in fact a valid offer of possession was not issued to the complainants and hence, the demand raised by the respondent was invalid.

Further at the time of said cancellation respondent was duty bound to refund the amount paid by the complainants after forfeiture of earnest money, however, the respondent illegally retained the entire amount paid by the complainants, thus enjoying wrongful gains and causing wrongful loss to the complainants. Therefore, in light of these facts, it is germane to say that the cancellation of the allotment of unit vide letter dated 04.07.2024 is unlawful and bad in the eyes of law. Respondent 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 respondent were premature and hence non-payable by the complainants. Thus, the termination letter dated 04.07.2024 and offer of possession dated 22.12.2023 does not hold any sanctity and are liable to be quashed.

31. As per observations recorded above, the possession of the unit in question should have been delivered by 27.08.2012. However, respondent failed deliver possession within the time period stipulated in the buyer's agreement. Further, the respondent had also received Occupation Certificate on 27.12.2023, however no valid offer of possession has been made thereafter. Admittedly there has been an inordinate delay in delivery of possession but the complainants wish 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 complainants are also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainants.

32. In respect of delay interest, it is to mention here that complainants in present case are the subsequent allottees who stepped into shoes of original allottee vide endorsement dated 26.07.2021. Builder buyer agreement was executed between the original allottee and respondent on 27.08.2010 and as per terms of clause 4.1 of it, the possession was supposed to be delivered upto 27.08.2012. Herein, it is the stand of respondent that complainants are not

entitled to the delay interest in the same terms at par with original allottee. I.d. Counsel for respondent requested that date on which complainants have stepped into shoes of original allottee, delay interest, if any be granted, from said date only. In this regard, Authority observes that complainant herein stepped into shoes of original allottee on 26.07.2021. It is to mention here that by virtue of proviso to section 18(1), the RERA Act, 2016 has created statutory right of delay possession charges in favour of the allottees. Moreover, the term subsequent allottee has been used synonymously with the term allottee in the Act in section 2 (d) of the Act. Said section is reproduced below for reference:-

"2 In this Act, unless the context otherwise requires- (d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent"

33. Though when the Act came into force, many home buyers who were stuck in delayed projects were uncertain as to when the builder will handover possession of the subject unit and being distressed by the said situation, they were forced to sell their unit. Now, the question arises whether the transfer of unit in favour of subsequent allottee creates a bar for the later to claim delay possession charges. The answer is in the negative. In the case in hand also, though the builder buyer's agreement between the parties was executed prior to the Act coming into force but the endorsement was made in favour of the

subsequent allottee when the Act became applicable. The subsequent allottee at the time of buying a unit/plot takes on the rights as well as obligations of the original allottee vis-a-viz the same terms and conditions of the builder buyer's agreement entered into by the original allottee. Although at the time of endorsement of his name in the builder buyer's agreement, the due date of possession had already lapsed but the subsequent allottee as well as the promoter had the knowledge of the statutory right of delay possession charges being accrued in his favour after coming into force of the Act. Thus, the concept of quasi-retroactivity will make the provisions of the Act and the rules applicable to the subsequent allottee. Moreover, the authority cannot ignore the settled principle of law that the waiver of statutory rights is subject to the public policy and interest vested in the right sought to be waived as reiterated by Hon'ble Supreme Court of India in *Waman Shrinivas Kini Vs. Ratilal Bhagwandas and Co.* (AIR 1959 SC 689). In the present situation, there is nothing which can prove that such right was waived off by the subsequent allottees for either of the two reasons quoted above. In simple words, neither they have got any private benefit by waiving of their right nor does it involve any element of public interest. Therefore, the Authority is of the view that in cases where the subsequent allottee had stepped into the shoes of original allottee after coming into force of the Act, the delayed possession charges shall be granted w.e.f. due date of handing over possession as per the builder buyer's

agreement. Accordingly, delay interest herein is awarded to the complainants w.e.f 27.08.2012 till the time a valid offer of possession is being sent to them.

34. So, the Authority hereby concludes that complainants are entitled to receive delay interest for the delay caused in delivery of possession from the deemed date of possession i.e 27.08.2012 till a valid offer of possession is issued to the complainants.

35. In the present complaint, the complainants intends to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act, Section 18 (1) proviso reads as under:-

“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed”.

36. 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-

h

(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;

37. Rule 15 of IIRERA 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 (MCLR) 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”

38. Consequently, as per website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e., 05.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

39. Hence, Authority directs respondent to pay delay interest to the complainants 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 10.80% (8.80% + 2.00%) from the due date of possession till the date of a valid offer of possession duly supported with occupation certificate.
40. Authority has got calculated the interest on total paid amount 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 05.02.2026 (in ₹)
1.	21,44,842.95/-	27.08.2012	31,16,709/-
2.	98073/-	10.10.2012	1,41,235/-
3.	2578/-	18.12.2012	3660/-
4.	1,24,634/-	10.01.2013	1,76,092/-
5.	24,054/-	29.11.2016	23,886/-
6.	3100/-	09.03.2021	1646/-
Total:	23,97,281.95/-		34,63,228/-
Monthly Interest payable w.e.f 05.03.2026:	23,97,281.95/-		21,280/-

It is pertinent to mention here that complainants in their pleadings has claimed paid amount as Rs 25,35,341.95/- in para (9) of pleadings. However, receipt dated 20.05.2021 for Rs 1,38,060/- reveals that said amount was paid for transfer fee. Said amount was not paid towards sale consideration. It was only for the purpose of getting the unit transferred in complainant's name. Hence, interest on said payment cannot be awarded. Accordingly, interest has been calculated on Rs 23,97,281.95/- only.

I. DIRECTIONS OF THE AUTHORITY

41. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. Respondent is directed to issue fresh offer of possession to the complainants within next 30 days along with statement of account issued in compliance of directions passed in this order incorporating therein delay interest calculated above in table mentioned in para 40.
 - ii. Complainants are also directed to accept the possession within next 30 days of receipt of offer along with payment of outstanding due amount, if any.

W

- iii. Complainants will remain liable to pay balance consideration amount, if any, to the respondent at the time of offer of possession.
 - iv. The respondent shall not charge anything from the complainants which is not part of the agreement to sell.
42. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]