



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 1253 OF 2020

Naresh Kumari

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Dr. Geeta Rathee Singh  
Dilbag Singh Sihag**

**Member  
Member**

**Date of Hearing:** 14.10.2022

**Hearing:** 8<sup>th</sup>

**Present: -** Mr. Sankalp, learned counsel for the complainant through video conference

Ms. Rupali S. Verma, learned counsel for the respondent through video conference

### **ORDER (DILBAG SINGH SIHAG - MEMBER)**

1. Case was heard at length on 17.08.2021, thereafter, it was deemed proper to appoint Local Commissioner. Accordingly, Authority appointed Local Commissioner to visit the site, examine relevant record of concerned department and submit a comprehensive report regarding exact

status of infrastructural services available on the site of the project. Besides, respondent was also directed to submit certain information in order to adjudicate whether delay caused was intentional or not. Said order is reproduced below for reference:

1. Complainant's case is that she had purchased the booking rights of plot bearing no. C-115 admeasuring 402 sq. yards in respondent's project named 'Parsvnath City, Rohtak' from Sh. Rishi Parkash & Sh. Rajan Ahlawat 28.06.2012. It has been averred that complainant and his predecessors-in-interest have already paid ₹30,04,070/- to the respondent for said plot against basic sale price of ₹20,04,975/-. Plot buyer agreement was executed between the parties on 28.06.2012 and in terms of clause 8(a) of said agreement, possession of the plot was supposed to be delivered upto 28.06.2014 but respondent offered the possession of fresh plot bearing no. C-088 admeasuring 374.40 sq. yards on 30.06.2020 without any interest for delay in handing over the possession and moreover, the amount payable on account of reduction in size of the plot has not been refunded. Further, it has been contended that respondent has offered the possession of the plot without providing basic amenities at site such as sewerage, roads, electricity connection, supply of water, therefore, present complaint has been filed seeking possession of originally booked plot or in alternative another area of 27.6 sq. yards may be granted to complainant appurtenant to plot bearing no. C-088 along with delay interest.

2. Learned counsel for the complainant argued that the offer of possession made by the respondent was not accepted by complainant as the final statement of accounts issued by the respondent is not justified. Respondent has neither refunded the amount on account of reduction in size of plot nor has paid interest for delay in handing over the possession. Also, the respondent has failed to develop basic infrastructure at site.

3. Respondent in his reply submitted on 12.02.2021 has stated that initially the plot was booked by Mr. Fouja Ram on 08.06.2010 who was allotted plot bearing no. C-115 measuring 402 sq. yards. Mr. Fouja Ram sold his booking rights to Mr. Rishi Parkash & Mr. Rajan Ahlawat on 01.12.2011 and

finally on 28.06.2012 booking rights were purchased by present complainant. Respondent has admitted that he had received a sum of ₹30,04,070/- till date from the complainant. It has been alleged that original applicant and complainant had been chronic defaulters in making timely payments.

4. It has further been stated by respondent that respondent company along with its associate companies acquired land admeasuring 118.18 acres in village Bohar, District Rohtak, Haryana and obtained license no. 36 of 2010 dated 07.05.2010 from DTCP, Haryana for promotion and development of residential plotted colony. It has been pleaded that subsequently on 07.11.2014, DTCP, delicensed area measuring 14.15 acres as said land was acquired by HSIIDC. Respondent applied for renewal of license for area admeasuring 104.38 acres on 07.10.2015 and submitted its revised layout plan. Thereafter, respondent company applied for renewal of licences for further period from 07.05.2014 to 06.05.2020. It has been pleaded that respondent has applied for registration of the project with the Authority and there is no intentional delay on part of respondent and the project has been delayed for the reasons beyond control of the respondent. It is pertinent to mention here that the respondent company had developed basic infrastructure and completed development works at the project in the year 2014. Since 14 acres land was acquired by HSIIDC, entire layout plan of the project had to be changed. The company was forced to file its revised lay out and demarcation cum zoning plans due to which the plot initially booked by complainant was changed from C-115 to C-088 having reduced area of 374.40 sq. yards. Offer of possession of plot was made to the complainant on 30.06.2020 after receipt of revised demarcation cum zoning plan.

5. Learned counsel for the respondent averred that complainant has been offered possession of the plot and only grievance that survives is with regard to payment of delay interest. She argued that delay caused in handing over possession was not intentional and was for the reason that 14 acres land was acquired by HSIIDC. She stated that respondent is ready to pay delay interest as per provisions of agreement executed between the parties and requested that awarding of delay interest in favour of complainant as per Rule 15 of HRERA, Rules may be deferred pending adjudication of SLPs

before Hon'ble Supreme Court for the reason that as on today Authority does not have jurisdiction to award delay interest.

6. After going through verbal and written pleadings of both the parties, Authority observes and directs as follows:

(i) In order to ascertain the extent of deficiencies as pointed out by complainant, CTP of the Authority and STP, Rohtak shall visit the site, examine the file of concerned departments and submit a comprehensive joint report regarding the infrastructural facilities available at the site of the project.

(ii) Authority has come to know from its project section that respondent had collected approximately a sum of ₹135 crores from allottees as EDC but failed to deposit same with the concerned department due to which its licence was not renewed. In order to adjudicate whether delay caused was intentional or not, respondent shall submit following information:

- (a) Date of acquisition of 14 acres land.
- (b) Objections made, if any by respondent promoter to concerned department against such acquisition.
- (c) Date of expiry of original licence.
- (d) Date of filing application for renewal of licence and reasons for which it has not been renewed till date.
- (e) The amount collected on account of EDC, amount already paid and amount due to be paid to the government.
- (f) Amount collected from all the allottees, if any, after the date of acquisition.
- (g) Copy of original and revised layout plan depicting whether plot of complainant was affected by delicensing.
- (h) Works done at site till the date of acquisition.
- (i) Dates of offers of possession made to every allottee.

Respondent shall furnish above information atleast ten days before the next date of hearing.

7. With these directions, case is adjourned to 19.10.2021."

2. In compliance of said order, respondent submitted affidavit dated 18.10.2021 and Local Commissioner also submitted his report on 18.10.2021. Case was then again heard on 30.11.2021 when following order was passed:

"1. This is a bunch of 13 matters pertaining to project Parsvnath City, Rohtak. Large number of contentious issues have been raised in the complaints, most important of which being admissibility of interest claimed by complainant allottees on account of delay caused by respondent promoters in offering possession of the plots. Respondents have been pleading that because of force majeure conditions it was not possible for them to offer possession in time even though they had developed the project well in time and were in a position to offer possession within the agreed time frame. The complainants have been arguing it otherwise stating that due date of possession was in the years 2014-15 and it is entirely on account of defaults committed by respondent company that their license was not renewed and revised layout, demarcation and zoning plans were not approved which has resulted into delay in offering the possession.

2. The facts of different cases are different because area of plots, cost of plots and amounts paid by each individual allottee complainant are different, therefore, keeping in view the facts of each case separate orders may have to be passed in each respective case. However, one common question in all the cases is whether respondent promoter has indeed defaulted in offering possession in time due to their fault or was not able to offer possession in time for no fault of theirs and due to prevailing force-majeure conditions. To decide this question, today this hearing of the Authority was held.

3. In complaint no. 1253 of 2020 tilted as Naresh Kumari V/s Parsvnath Developers Ltd., vide orders dated 17.08.2021, Authority had sought certain information from the promoters to enable it to decide the aforesaid questions. The respondent-promoters have submitted an affidavit annexing therewith certain information sought by the Authority.

Since onus is upon promoters to prove existence of force-majeure conditions therefore, Sh. Shekhar Verma, learned



counsel for the respondent promoters was allowed to open the proceedings with his arguments.

4. Sh. Shekhar Verma, learned Counsel submitted as follows:

(i) The respondent promoter applied for grant of license to develop a plotted colony on land measuring 118.188 acres in Sector-33 and 33A, Rohtak vide application dated 22.06.2006 and application dated 07.05.2007. Against the said applications license no. 36 of 2010 dated 07.05.2010 was granted which was valid upto 06.05.2014.

(ii) State Government Haryana commenced certain land acquisition proceedings by issuing notification dated 03.02.2008 under Section 4 of Land Acquisition Act, 1894 for development of industrial colony by HSIIDC. The respondent promoter filed objections under Section 5(a) of the Act. After the said notification declaration under Section 6 was issued on 13.12.2008 and 14.15 acres land of the project belonging to respondent promoter was also acquired. It has been submitted in writing by respondent promoters that they were expecting that their said land under acquisition would be released by the State Government under Land Release Policy. A Civil Writ Petition No. 6196 of dated 02.04.2012 was also filed by the respondent-promoter which was dismissed in limine for the reasons of delay and laches.

(iii) Since, 14.15 acres land could not be released, the same was de-licensed vide Town & Country Planning Department on 31.10.2014.

(iv) Now after de-licensing of 14.15 acres, total project area reduced to 104.038 acres. On 08.01.2015 respondent-promoter submitted revised layout plan. Since their license was valid upto 06.05.2014. They also applied for its renewal on 07.10.2015, 29.09.2017 and 22.04.2019. On 19.06.2018 their pending application for approval of revised lay out plan and renewal of the license were considered by the department, and on 23.12.2019 a revised layout plan was approved followed by approval of zoning plan dated 28.02.2020 and demarcation plan dated 17.03.2020. For three months due to outbreak of Covid-19 they could not commence the process of offering possession to the allottees which they did on 30.6.2020 after withdrawal of COVID restrictions.

(v) It has been averred that 295 conveyance deeds have already been executed and 550 allottees have settled their accounts.

(vi) Next argument of respondents is that they had completed all the development works by the year 2013-14. Sh. Shekhar Verma, learned counsel for the respondent promoters contested the observations made by Authority in para 6 (ii) of order dated 17.08.2021 passed in complaint no. 1253 of 2020 that 135 crores of EDC had been collected from allottees which the respondent failed to pay to the department. Learned counsel stated that the amount of EDC collected was ₹54.20 crores only. He further stated that the promoters had given a bank guarantee of ₹17.00 crores to Town & Country Planning Department as security for non-deposition of the EDC. IDC however, has been fully paid.

(vii) Learned counsel Sh. Shekhar Verma further argued that it was because of aforesaid force-majeure conditions when despite repeated applications filed with Town & Country Planning Department for renewal of license and for approval of revised lay out, demarcation and zoning plans that possession of plots could not be offered to allottees in time despite having completed all works of the colony in the year 2013-14 itself. According to Sh. Verma, delay was entirely unintentional and is on account of the time taken by Town & Country Plan Department.

5. Learned counsel Sh. Verma referred to certain clauses of builder buyer agreement executed by builders and allottees to emphasise that such unforeseen eventualities are covered in various provisions of agreements and both parties had agreed to act accordingly. He specifically referred to clause 7 and clause 8 of the builder buyer agreement (in complaint no.1253 of 2020), a gist of both these clauses as emphasised by learned counsel Sh. Verma is as follows:

(i) Only a stipulation was made that developer shall endeavour to complete internal development works of the colony within 24 months from the date of signing the agreement, and no specific date of handing over of possession was ever stipulated in the agreement or otherwise understood between the parties.

(ii) The said period of 24 months was subject to force majeure restriction or restraint from any courts, authorities or circumstances beyond the control of the developer. The date of submission of application for grant of completion certificate was agreed to be determined as the date of completion of development of the colony. No claim by way of damages or

compensation could lie against the developer in case of delay in handing over possession on account of any delay for reasons beyond their control.

(iii) In clause 8 (c), it has been stipulated that in the event of delay in offering possession subject to force majeure and other circumstances, the developer had agreed to pay buyers compensation at the rate of ₹12 per sq. mtr. per month.

(iv) Clause 7 (a) provides that location and area of the allotted plot is provisional and tentative and subject to change. Developer shall have the right to change lay out plans or other development plans and they were entitled to allot plots with changed location and area to the allottees.

(v) Clause 7 (b) provides that in case allotted plot gets omitted/deleted from layout plan and no alternate plot is offered, or if the project is abandoned for any reason other than acquisition of land then developer shall be liable only to refund actual amount along with simple interest at the rate of 10%. Clause 7(c) further provides that at present there is no subsisting notification or order by Central Government or State Government regarding acquisition or requisition or otherwise for taking over of the area in which plot is located. In case any such development takes place hereafter the same shall be at the cost and risk of buyers.

6. Sh. Shekhar Verma, learned counsel further argued that it was the responsibility of Town & Country Planning Department to ensure that before grant of license land of the project is completely free from any lien or acquisition process. Under normal procedure and practice Town & Country Planning Department gets clearance about title etc. of the land from the District Administration/District Revenue Officer. Without such a certificate issued by a District Revenue Officer license is not granted. He argued that it was on account of lapses on the part of Town & Country Planning Department that license was granted and lay out plans etc. were approved despite the fact that 14.15 acres of land of the project was notified for acquisition.

7. Sh. Ramesh Malik, Advocate, learned counsel appeared for complainants in complaint nos. 1207 of 2020, 1208 of 2020 and 309 of 2021. He submitted as follows:

(i) That when respondent company applied for grant of license and pursued their application for grant of license, they were very much aware that a portion of the project land has been notified for acquisition by the State Government. They



had even filed their objections against the said land acquisition. Despite being fully aware of land acquisition process, they continued to pursue their application filed in the year 2006-2007 for grant of license, which they eventually received on 07.05.2010.

(ii) The respondent promoter was duty bound to inform the department that certain portions of their land was under acquisition. They should have requested for amendment of the application for grant of license.

(iii) More seriously they started sale of plots in the year 2009 i.e. much before the actual grant of license. In complaint no.1207 agreement was executed on 14.12.2012 fully knowing at that time the land on which plot of the complainant was situated was a disputed piece of land being a part of the acquisition process. Despite being aware that said piece of land on which the plot is located was under acquisition they went ahead with allotment. They specifically mentioned in clause 7(c) of the agreement that at present the land is free from any acquisition or dispute. Respondent therefore, completely concealed the material facts and even misrepresented to the allottee-complainant.

(iv) Concluding his arguments learned counsel Sh. Ramesh Malik stated that when promoters were fully aware of land acquisition process they should not have sold the plots. Instead, they kept accepting money from allottees and kept executing builder-buyer agreements, therefore, they cannot be granted any benefit of claimed force majeure conditions.

8. Sh. Sushil Malhotra, Advocate, learned counsel appeared in complaint nos. 856, 857, 1006, 1009, 1043, 1090, 1170, 1259, 1265 of 2020. He reiterated the arguments as have been submitted by learned counsel Sh. Ramesh Malik. He further referred to judgement of Hon'ble High Court passed in CWP No. 6196 of 2012. Sh. Malhotra specifically referred to the orders passed by Hon'ble High Court that respondent-promoters have obtained the license by way of deliberate concealment of facts. Further the department of Town & Country Planning had started proceedings for revocation of license on the ground that petitioners had not notified the process of acquisition initiated vide the notification in question. He accordingly, reiterated that the respondents are guilty of misleading and misrepresenting to the complainant allottees.

For the aforesaid reasons Sh. Sushil Malhotra, learned counsel argued that the respondent cannot be given benefit of force majeure conditions. They have deliberately misled the complainants. They had no authority or right to allot apartments when part of the land was under acquisition. Further, it is the respondents who had defaulted in payment of EDC because of which their license was not renewed and resulted in delay in offering possession to the complainants and other allottees. Now the respondents cannot claim benefit of their own wrongs.

9. The Authority has gone through facts and circumstances of the matter. It has gone through the affidavit dated 18.10.2021 filed by respondents in complaint no.1253 of 2020. It observes and orders as follows:

(i) As already observed, separate final orders may have to be passed in each captioned complaints depending upon the date of booking, due date of offering possession, the amount of money paid and/or if any default have been committed by any of the parties towards making payments etc. This order is being passed only to settle the question whether benefit on account of force majeure conditions prevailing for several years claimed by the respondent is admissible or not. Accordingly, this question of law and facts, which is common to all captioned cases is being decided by this order.

(ii) Relevant facts of the matter as revealed by respondents themselves in their affidavit dated 18.10.2021 submitted in complaint no.1253 of 2020 are that an application for grant of license was filed on 22.06.2006 and 07.05.2007. Barely, 7-8 months after submitting the application for grant of license, land acquisition process was initiated by State Government authorities in respect of 14.15 acres land of the project. Respondents submitted their objections under Section 5(a) of the Land Acquisition Act. Even though the date of filing of such objections has not been stated in the affidavit declaration under Section 6 of the Act was issued on 13.12.2008. Accordingly, it is to be presumed that objections were filed prior to that. Finally, the land acquisition award was issued in the months of July and August, 2009. The license to the project was granted in May, 2010 i.e. 9-10 months after announcement of



award. Despite acquisition of part of project land, respondents did not make any effort to revise their application for grant of license, because now the area in their ownership had reduced from 118.188 acres to 114.038 acres.

(iii) Respondents have stated that they were expecting release of their land from the process of acquisition. It is observed that release of acquired land cannot be claimed as a matter of right. Expectations of the respondent therefore were unfounded. Denial of the request would necessarily require amendment of license and amendment of the of the layout plans etc.

(iv) Despite being fully aware of the above facts and circumstances, respondents kept selling the plots and kept executing BBA. The date of execution BBAs in the captioned complaints is tabulated below:

S.No.	Complaint no.	Date of Builder Buyer Agreement
1.	856 of 2020	10.07.2012
2.	857 of 2020	20.03.2012
3.	1006 of 2020	14.08.2012
4.	1009 of 2020	20.03.2012
5.	1043 of 2020	14.06.2012
6.	1090 of 2020	31.12.2012
7.	1170 of 2020	16.11.2011
8.	1259 of 2020	10.10.2012
9.	1265 of 2020	25.07.2012
10.	1253 of 2020	28.06.2012
11.	1207 of 2020	14.12.2012
12.	1208 of 2020	14.12.2012
13.	309 of 2021	Not executed

(v) The Authority observes that respondent-promoters executed aforesaid agreements being fully aware that part of the project land in question was acquired and it would necessarily lead to revision of approved plans. More seriously plots were even allotted in the land which was finally acquired by the Government. No possible justification can be found for such an act on the part of respondents.

(vi) As also admitted by respondent-promoter 14.15 acres acquired land was de-licensed by Town & Country Planning Department on 31.10.2014 and consequentially respondent-promoter submitted revised lay out plans for land measuring 104.038 acres on 08.01.2015. The promoters have not clearly stated reasons for non-approval of their revised layout etc. plans till 23.12.2019, but from the various orders passed by the Authority, both in this complaint matter as well as in registration matter relating to this colony, Town & Country Planning Department did not approve revised lay out plans because the license of the colony had expired on 06.05.2014 and the license was not renewed on account of default in making payment of External Development charges. More seriously the payable external development charges had been collected by respondents from allottees. Even though Authority in its orders dated 17.08.2021 passed in complaint 1253 of 2020 had observed that ₹135 crores are due to be paid by respondent towards EDC, respondent promoter in their affidavit has admitted that ₹54.20 crores was payable as EDC and was collected as a part of sale consideration from allottees. The Authority observes that no justification whatsoever is available for not depositing amount of EDC charges collected from allottees, to State Government. This money never belonged to promoters. This money is akin to taxes of State Government and after having been collected from allottees has to be promptly deposited with authorities concerned.

(vii) It is on account of the default in making payment of EDC that the license of colony was not renewed and consequently layout, zoning and demarcation plans were not approved.

(viii) In the face of aforesaid facts and circumstances Authority is unable to accept the arguments of respondent-promoter that they should be given benefit of force majeure conditions because it was on account of delay caused by Town & Country Planning Department that their revised lay out plan were not approved and accordingly offer of possession could not be made to the allottees. This argument squarely stands refuted in the face of facts narrated above.

10. On account of aforesaid findings, Authority would consider it just and appropriate that complainants are entitled to interest on the amount paid by them from the due date of offering possession upto the actual date of offer of possession.

In none of the BBAs placed before the Authority precise due date of delivery of possession has been mentioned. Clause 8(a) of the agreement however, stipulates that development works would be completed within 24 months. It can therefore be presumed that due date of delivery should be calculated as two years from the date of executing BBAs.

11. Now, the Authority will take up facts of each individual case to determine the amounts receivable and payable by respective parties by duly incorporating therein delay interest admissible. Both the parties are directed to submit their calculation of payable delay interest. The respondents shall also issue a revised statement of accounts to the complainants duly incorporating therein delay interest admissible to them. Respective parties are directed to take action accordingly.

12. Cases are adjourned 20.01.2022."

3. Learned counsel for complainant today argued that offer of possession which was made on 30.06.2020 was merely a symbolic offer of possession rather a valid offer in the absence of full infrastructural services on the site, the same has been reported by Local Commissioner in his report dated 18.10.2021. Even, if said offer of possession is presumed as valid, there had been delay of several years. Therefore under RERA Statute respondent is liable to pay delay interest in view of Section 18 of the RERA Act read with provision of Rule 15 of HRERA Rules, 2017 as being followed by the Authority in rest of the cases. He prayed that since there had been delay of more than 7 years from deemed date of possession, respondent

may be directed to pay interest for delay to the complainant allottee in handing over the possession.

4. Learned counsel for the respondent argued that respondent is not liable to pay delay interest to the complainants as delay in handing over possession is due to delay in renewal of license by the DTCP and non-approval of revised layout plan which was pending with the Authority since 2014. She further argued that respondent has offered possession to the complainants under guidance of this Authority. Nevertheless, it was never directed by the Authority to give delay interest to the complainants. So, delay interest was not incorporated in final statement of accounts issued by the respondent along with offer of possession made on 30.06.2020. She also argued that in case, Authority is of the opinion that delay interest has to be paid to the complainants, it shall be awarded only till 30.06.2020 i.e. the date on which offer of possession was made to the complainants and for the purpose of calculating delay interest, amount received by the respondent towards EDC, IDC and service taxes etc shall not be included. Lastly, she also argued that allegations of complainants that infrastructure facilities are not available, are not tenable since internal development works are complete and basic infrastructure has already been developed at site since 2013.

5. After hearing both parties and going through documents placed on record, Authority observes and orders as under:



(i) As far as issue of force majeure raised by the respondent is concerned, the same has already been declined by this Authority vide its order dated 30.11.2021 whereby it has been held that complainants are entitled to delay interest on the amounts paid by them from the due date of offering possession upto the actual date of offer of possession. Relevant portion of order dated 30.11.2021 is reproduced below for reference:

*“9 (viii) In the face of aforesaid facts and circumstances Authority is unable to accept the arguments of respondent-promoter that they should be given benefit of force majeure conditions because it was on account of delay caused by Town & Country Planning Department that their revised lay out plan were not approved and accordingly offer of possession could not be made to the allottees. This argument squarely stands refuted in the face of facts narrated above.*

*10. On account of aforesaid findings, Authority would consider it just and appropriate that complainants are entitled to interest on the amount paid by them from the due date of offering possession upto the actual date of offer of possession.”*

Authority reiterates its decision taken on 30.11.2021, while declining the plea of force majeure taken by the respondent in respect of delay caused in offering possession. Hence, complainant is entitled to interest on the amounts paid by her from deemed date of possession till the date of valid offer 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% (8.00% + 2.00%).

(ii) Respondent had offered possession of the plot to the complainant on 30.06.2020. At that time, provisions of RERA Act were applicable. Hence respondent was liable to pay delay interest to the complainant and incorporate the amount of delay interest in the final statement of accounts issued to the complainant. Since, respondent did not incorporate delay interest in its final statement of accounts as per Rule 15 of HRERA Rules, 2017, said offer can't be said to be a valid offer of possession. Therefore, complainant will be entitled for delay interest till fresh legal offer of possession is to be made to her with fresh statement of accounts of receivable and payable amounts mentioning exact amount of delay interest payable to the complainants as per Rule 15 of HRERA Rules, 2017.

(iii) It is further observed that amount of EDC/IDC, VAT, services tax which has been collected by the promoter for payment to the department/authorities entitled to receive it for carrying their statutory obligations. If a builder does not pass on this amount to the concerned departments, then interest becomes payable to the department or authority concerned and defaulting builder in such eventuality will himself be liable to bear the burden of interest. A builder is, therefore, not liable to pay delay interest to the allottee on the amounts collected for passing over to other department/authorities concerned.





6. It is pertinent to mention here that neither complainant has annexed copies of receipts of payments made by her except for one receipt dated 28.06.2012 as Annexure P-1 nor respondent has annexed any details of amounts collected as EDC and IDC by him. So, it is not possible for Authority to deduct amounts collected towards EDC and IDC from total amount paid by complainant, for purpose of calculating delay interest.

Hence, based on documents already placed on record, Authority has got calculated upfront interest payable to the complainant on ₹26,56,192/- for the period ranging from 28.06.2014 till date of this order (14.10.2022) at the rate prescribed in Rule 15 of HRERA Rules, 2017 which as on date works out to 10% (8.00% +2.00%). Such interest works out to ₹22,05,731/- and it is held payable by the respondent to the complainant. For further delay occurring after date of this order, respondent is liable to pay monthly interest of ₹22,559/- to complainant till valid offer of possession is made to her.

Respondent is accordingly directed to make fresh offer of possession along with fresh statement of accounts of all receivable and payable amounts with regard to new plot offered to complainant; specifically incorporating therein the delay interest so calculated by this Authority within 90 days of uploading of this order.



7. Complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority.



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**DR. GEETA RATHEE SINGH**  
[MEMBER]



.....  
**DILBAG SINGH SIMAG**  
[MEMBER]

