



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2704 of 2023
Date of filing:	18.12.2023
First date of hearing:	29.01.2024
Date of decision:	09.12.2024

Mr. Shirish Kumar Pandey ,
S/o Shri Radhe Shyam Pandey,
R/o H. no. 620, Sector-30,
Ward no. 16 colony, near Bangal Suiting,
Village- Atmadpur, Tehsil- Faridabad-121003

...COMPLAINANT

VERSUS

1. M/s BPTP Limited
Registered office-
M-11, Middle Circle, Connaught Circus,
New Delhi- 110001
2. M/s Countrywide Promoters Pvt. Ltd.
Registered office- M-11, Middle Circle,
Connaught Circus, New Delhi- 110001

...RESPONDENTS

CORAM: Nadim Akhtar
Chander Shekhar

Member
Member

Present: - Sh. Narender Yadav, Counsel for the complainant through VC
 Sh. Hemant Saini, Counsel for both the respondents through VC.

ORDER:(NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 18.12.2023 by the 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the project, the details of sale consideration, the 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.	Discovery Park, Sector-80, Faridabad
2.	Nature of the project.	Residential group housing project



4.	RERA Registered/not registered	Registered
5.	Details of allotted unit.	Unit No.- F-1402, 13 th Floor measuring 1120 sq.ft.
6.	Allotment Letter-	28.06.2013
7.	Date of Flat Buyer Agreement-	18.10.2013
8.	Deemed date of possession	18.10.2016 (36 months from the date of execution of agreement)
9.	Possession clause	<i>Clause 3.1, "....the seller/ confirming party proposes to handover the physical possession of the said unit to the purchaser within a period of 36 months from the date of sanctioning of the building plan or execution of flat buyer agreement whichever is later....."</i>
10.	Occupation certificate	31.10.2018
11.	Offer of possession	15.11.2018
12.	Payment plan	Construction linked plan

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:



3. That the complainant booked a 2-bedroom flat bearing unit No. F-1402, measuring 1120 sq. ft. in the respondent's project namely "Discovery Park, Sector-80, Faridabad, Haryana," in June 2013 under a self-funding plan. The total price of the flat was ₹64,69,040/-, out of which the complainant paid ₹64,05,083 (95% of the total cost) by the year 2016. The allotment letter dated 28.06.2013 is attached as **Annexure C-1** in the complaint book, and payment receipts are attached by the complainant as **Annexure C-2**. Subsequently, a Flat buyer agreement dated 18.10.2013 was executed (attached as **Annexure C-3**) between the parties. As per Clause 3.1 of the agreement, possession would be delivered within 36 months from the date of sanctioning of the building plan or execution of the agreement, whichever was later, along with an additional 180 days grace period for obtaining necessary approvals. Possession was thus due by 18.10.2016, but the respondents failed to deliver the flat within the stipulated period.
4. That due to delay, complainant requested for their refund of the paid amount with interest via email dated 27.02.2017 (attached as **Annexure C-4**) as he was compelled to purchase another house. The respondents refused by stating that the earnest money and brokerage charges would be forfeited, as communicated in their email dated 01.03.2017 (attached as **Annexure C-5**). In response, the complainant proposed alternative options, such as allocating a



plot against the paid amount, but this was also rejected. The respondents, in their email dated 03.03.2017 (attached as **Annexure C-6**), assured that possession would commence in August 2017. However, an email from the Buyers Welfare Association dated 06.05.2018 (attached as **Annexure C-7**) highlighted that basic amenities such as a clubhouse, swimming pool, gym, power backup, and shopping complex remained incomplete, confirming that the respondents were not prepared to deliver a habitable flat.

5. On 15.11.2018, respondents offered possession but demanded an additional amount of ₹22,34,011.03/- under various heads, including charges for an increase in flat area from 1120 sq. ft. to 1259 sq. ft. and cost escalation. This possession offer is attached as **Annexure C-8**. The complainant considered these charges arbitrary and unjustified, especially since he had nearly paid the entire original cost. Despite multiple visits to the respondents' office and refund requests, no resolution was provided. Instead, on 31.10.2020, the respondents unilaterally terminated the allotment of the flat without following due procedure or giving the opportunity to the complainant. This termination letter is attached as **Annexure C-9**.
6. The complainant continued to request a refund with interest, citing the respondents' failure to deliver possession on time, incomplete amenities, and unjustified charges. Emails dated 07.11.2020 and 18.02.2021, requesting a



refund, are attached as **Annexure C-10** and **C-11**, respectively. Despite these efforts, the respondents failed to resolve the issue. The complainant seeks the full refund of ₹64,05,083/- with interest and compensation for the financial and mental distress caused due to the respondents' delay, breach of contract, and arbitrary conduct.

C. RELIEFS SOUGHT

7. That the complainant seeks following relief and directions to the respondents:-
- i. Issue an order/ direction to the Respondents to refund the amount of Rs. 64,05,083/- alongwith interest prescribed under the Act and Regulations from the date of deposit till realization while relying on the Section 18 of the RERA Act, 2016.
 - ii. Award an amount of Rs. 5,00,000/- on account of causing mental agony, harassment, emotional disturbance caused to the complainant due to act/ omissions.
 - iii. Respondents may be directed to pay an amount of Rs. 1,00,000/-as litigation cost.



- iv. 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 RESPONDENTS

8. Learned counsel for the respondents submitted a detailed reply on 03.05.2024 in the Court pleading therein:

- a. That respondent contended that the present complaint, filed on 20.12.2023, is not maintainable as it is barred by limitation. They argued that the complaint was filed 1471 days after the termination of the unit on 10.12.2019.
- b. The complainant expressed interest in purchasing Flat No. F-1402 in the project "Discovery Park." Booking Form dated 19.06.2013 and an Allotment Letter dated 28.06.2013 was executed between the parties, which are annexed as "**Annexure R1, Colly**".
- c. Both parties executed a Flat Buyer Agreement on 18.10.2013, agreeing on possession within 36 months from the date of building plan sanction or execution of the agreement, with a 180-day grace period (**Annexure R2, Colly**). Building plans, initially sanctioned on 27.06.2012 and revised on 26.09.2018, established a revised possession date of 26.03.2022. However, delays were attributed to



- force majeure events, including judicial orders regulating mining, environmental restrictions, and material shortages.
- d. Judicial interventions such as the Supreme Court's order in *Deepak Kumar v. State of Haryana* (2012) and National Green Tribunal directives significantly delayed raw material procurement, impacting construction timelines. The respondents cited a cumulative delay of 120 days attributable to these circumstances.
- e. An Occupancy Certificate was obtained by the respondent from the competent Authority on 31.10.2018 (**Annexure R4**), and subsequently, possession was offered to the complainant on 15.11.2018 (**Annexure R5**). Despite multiple reminders dated 18.12.2018, 13.03.2019, 17.08.2019, and a Final Demand Notice on 16.10.2019 (**Annexure R6, Colly**), the complainant failed to take possession. A special credit of ₹1,05,851 was offered for delay compensation, and ₹1,88,850 was credited for the area increase. The credit invoice dated 30.11.2018 and the explanatory letter dated 04.12.2018 were shared with the complainant (**Annexure R7, Colly**).
- f. Due to non-payment, the unit was terminated on 10.12.2019, with subsequent notices issued on 31.10.2020 and 30.08.2022 (**Annexure**



R8). Lastly, a refund cheque for ₹46,22,277 was issued to the complainant on 22.06.2023 (Annexure R9).

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

9. The learned counsel for the complainant reiterated the basic facts of the case, asserting that the respondent was obligated to hand over possession of the unit to the complainant in 2016. However, the respondent failed to fulfill this obligation. As a result, the complainant is seeking a refund of the amounts paid. Regarding the cheque issued by the respondent, the complainant's counsel stated that a photocopy of the cheque was provided, but the respondent did not make any effort to deliver the actual cheque. Instead, the respondent canceled the allotment and failed to pay the complainant the refunded amount. The counsel further highlighted that no documents were sent by the respondent to inform the complainant that the refund process had been initiated. Additionally, no communication, such as an email or letter, was made by the respondent inviting the complainant to collect the refunded amount.
10. On the other hand, the learned counsel for the respondent stated that the occupation certificate for the project was obtained by the respondent on 31.10.2018. Subsequently, the respondent made an offer of possession to the



complainant on 15.11.2018. The counsel emphasized that the complainant was at fault for not making timely payments. The respondent sent several reminders, dated 15.12.2018 and 16.10.2019, urging the complainant to pay the balance amount, but the complainant failed to respond. As a result, the respondent canceled the unit and issued a termination letter on 10.12.2019. The counsel further referred to Section 19(6) and 19(7) of the RERA Act, 2016, stating that the complainant was obligated to accept the offer of possession made by the respondent. He added that the respondent was not at fault, as a photocopy of the refund cheque had already been issued to the complainant. However, the complainant failed to contact the respondent to claim the refund. The respondent's counsel prayed that the refund be made, with any applicable deductions such as earnest money, as per the terms and conditions of the agreement.

F. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled for refund of the amount paid by him along with interest in terms of Section 18 of RERA, Act of 2016?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

12. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainant booked a flat in the



Real Estate Project namely; "Discovery Park, Sector 80, Faridabad, Haryana" being developed by the promoter namely; "M/s BPTP Ltd". Thereafter, complainant issued an allotment letter dated 28.06.2013 vide which complainant was allotted Unit no. F-1402, admeasuring 1120 sq. ft. Flat buyer agreement was executed between the parties on 18.10.2013. Complainant has paid a total amount of ₹64,05,083/- out of total sale consideration of ₹64,69,040/- Also, complainant had also made respondent no. 2 as party, however, no specific relief has been claimed from respondent no.2. Therefore no specific directions are passed against the respondent no. 2.

13. Findings on the objections raised by the respondents.

- a. **Objection regarding that respondent contended that the present complaint, filed on 20.12.2023, is not maintainable as it is barred by limitation. They argued that the complaint was filed 1471 days after the termination of the unit on 10.12.2019.**

Reference in this regard is made to the judgement of Hon'ble Apex court Civil Appeal No. 4367 of 2004 titled as "M.P Steel Corporation v/s Commissioner of Central Excise". Relevant part of the said judgment is reproduced here under:-

"It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963." 20. In Kerala State Electricity Board v. T.P"



The promoter has till date failed to fulfill his obligations because of which the cause of action is re-occurring. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not Courts.

b. **Objections raised by the respondents regarding force majeure conditions.**

The obligation to deliver possession within the period stipulated in the Flat Buyer Agreement, i.e., 36 months from the date of execution of builder buyer agreement is not fulfilled by respondents. The Authority observes that there has been a delay on the part of the respondent in completing the project and handing over possession of the unit to the complainant. The various reasons cited by the respondent, such as issues related to mining bans, environmental restrictions, shortages of materials, and judicial interventions, are not substantiated with concrete evidence or documentation to support these claims. Therefore, these justifications are not deemed convincing. Furthermore, the respondent's argument regarding the directive of the Environmental Pollution (Prevention and Control) Authority, which ordered the closure of brick kilns, stone crushers, hot mix plants, etc., effective from 07.11.2017, cannot be considered while evaluating the delay. The deemed



date of possession as per the agreement was in the year 2016, which precedes the issuance of the aforementioned directive. Thus, this contention of the respondent does not qualify for consideration under the force majeure clause, as the circumstances occurred after the contractual due date for possession. Therefore the respondents cannot be allowed to take advantage of the delay on their part by claiming the delay in statutory approvals/directions. So, the plea of respondents to consider force majeure conditions towards delay caused in delivery of possession is without any basis and the same is rejected.

- c. **Objections raised by respondents that under section 19 (6), 19 (7) and 19(10) of the Real Estate (Regulation and Development) Act, 2016, obligation to make payment against the unit was on complainant. Therefore, the Complainant cannot seek any relief under the provision of the Real Estate (Regulation and Development) Act, 2016 or rules framed thereunder.**

With regard to this objection raised by the respondents, Section 19(6), 19(7) and 19(10) of the Real Estate (Regulation and Development) Act, 2016 are reproduced below:

19(6)"Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."



As per section 19 (7) of the Real Estate (Regulation and Development) Act, 2016-

"The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."

Section 19(10) is also reproduced below:

"Every allottee shall take possession of the apartment, plot or building as the case may be. Within a period of two months of the occupancy certificate issued for the said apartment, plot or building as the case may be"

The complainant opted for a Construction Linked Payment Plan (CLP) and made payments as per the demands raised by the respondents during each construction stage. The respondents admitted that the complainant made payments according to the construction progress. Additionally, the complainant paid a total amount of ₹64,05,083/-, out of flat's total value of ₹64,69,040/-, indicating that the complainant had already paid 95% of the consideration.

The respondent objection, claiming that the complainant is a defaulter under Sections 19(6), 19(7) and 19(10) of the Real Estate (Regulation and Development) Act, 2016 (RERA), and therefore cannot seek relief under RERA, lacks merit. Sections 19(6), 19(7) and 19(10) impose obligations on the buyer to make timely payments and take possession when the promoter



issues a notice of possession. However, since the complainant has made maximum payments, there is no default on the complainant's part. Therefore, the respondents claim that the complainant is not entitled to relief under RERA is unsustainable. Under RERA, the promoter is responsible for completing the project on time and obtaining all necessary approvals. Failure to meet these obligations allows the buyer to seek relief under RERA, such as compensation for delays or even refund with interest.

Authority concludes that, the respondents objection under Sections 19(6), 19(7) and 19(10) of RERA is invalid, as the complainant has fulfilled payment obligations. On the other hand, the respondent's failure to deliver possession by the agreed date is in breach of RERA. The complainant is, therefore, entitled to seek relief under RERA provisions.

- d. **Objections raised by respondents that after the valid offer of possession the respondent no. 1 issued a letter dated 04.12.2018 offering a special credit offer to the complainant whereby the complainant was given a special credit of ₹1,05,831 as compensation on account of delay possession and ₹1,88,850/- for the area increase. That the complainant account was also credited on account of maintenance and admin charges of ₹65,545.46/- vide letter dated 30.11.2018.**

With regard to the same, Authority observes that the respondent has failed to provide a detailed breakdown or a component-wise calculation explaining how these amounts were derived. The absence of any documented evidence or methodology for calculating the compensation for delayed possession and the



value of the increased area makes these claims unverifiable and questionable. The respondent's failure to substantiate these amounts with concrete proof weakens their stance. Moreover, the offer of possession made by the respondent on 15.11.2018 does not align with the terms and conditions specified in the Flat Buyer Agreement. The complainant was promised possession by 18.10.2016, but the occupation certificate was obtained only on 31.10.2018—more than two years past the deemed date of possession. Additionally, the offer of possession included an increased area demand, which was not part of the original agreement and thus constituted a unilateral modification of the terms. The Authority is of the view that the respondent's actions, including the delayed possession offer and the inclusion of increased area charges, are inconsistent with the agreed terms and conditions of the Flat Buyer Agreement. The respondent's inability to justify the amounts claimed and the deviation from the agreed terms undermines the validity of the offer of possession.

14. Arguments of both the parties were heard at length. As has been admitted between both the parties, upon booking, a unit bearing no. F-1402, 13th floor, in F tower admeasuring 1120 sq. ft had been allotted to complainant in the project of the respondent namely "Discovery Park" situated at Sector 80, Faridabad, Haryana vide allotment letter dated 28.06.2013. As per clause 3.1



of flat buyer agreement dated 18.10.2013, “.....*the seller/ confirming party proposes to handover the physical possession of the said unit to the purchaser within a period of 36 months from the date of sanctioning of the building plan or execution of flat buyer agreement whichever is later.*” The respondent, in his reply and during arguments, asserted that the building plans for the project were initially sanctioned on 27.06.2012, and subsequently revised and approved on 26.09.2018. Based on this assertion, the respondent calculated the extended deadline for possession as 26.03.2022 (36 months from the revised date of sanction, with an additional 180 days grace period). Upon reviewing the records submitted by the respondent, it was observed that the respondent failed to provide any documentary evidence, such as official approvals or sanction letters, to substantiate their claim regarding the initial or revised sanctioning of building plans. This omission undermines the credibility of the respondent’s argument and their reliance on the revised sanction date of 26.09.2018. In the absence of proof regarding the sanctioning of the building plans, the Authority deems it appropriate to rely on the execution date of the Flat Buyer Agreement to calculate the deemed date of possession. The Flat Buyer Agreement was executed on 18.10.2013, and as per the stipulated timeline in Clause 3.1, possession was to be handed over within 36 months. This calculation leads to a deemed date of possession of



18.10.2016. Possession of the unit should have been delivered by 18.10.2016. Respondent has failed to deliver possession of the flat before or till 18.10.2016 to the complainant. On account of inordinate delay in delivery of possession, complainant has even requested to respondent to refund the paid amount vide email dated 27.02.2017, but respondent rather than refunding the money in year 2017 itself to complainants have kept the said amount with them till date on the pretext that complainant email was replied on 01.03.2017, stating to take refund of amount paid after deduction of earnest money including brokerage and refund of the amount shall be made without any interest or compensation. It is observed by the Authority that the original date for the handing over of possession was set for the year 2016. However, the respondent failed to deliver the possession of the unit to the complainant by that time, thereby not fulfilling its obligation under the agreement. As a result of this delay and the respondent's failure to meet the promised timelines, the complainant, in 2017, decided to withdraw from the project altogether. This decision was formally communicated to the respondent via an email dated 27.02.2017, which clearly expressed the complainant's intent to disengage from the agreement due to the respondent's inability to deliver possession as originally stipulated. It is significant to note that this communication was sent prior to the receipt of the occupation certificate by



the respondent from the competent authority on 31.10.2018. This indicates that the complainant had already made up his mind to withdraw from the project before the receipt of occupation certificate. As per the provisions of the RERA Act, once the deemed date of possession has elapsed without the respondent delivering possession of the unit, the complainant is entitled to withdraw from the project. This indicates that the complainant's withdrawal was based on the respondent's failure to provide possession by the agreed-upon date in 2016, thereby triggering the complainant's right to exit the project. Under RERA Section 19(6), once the respondent fails to deliver possession within the stipulated time frame, the complainant has the option to withdraw from the project and seek a refund. Further, complainant has stated that he had paid almost the entire sale consideration as per agreement on time and receipts for the same stands issued by respondent. However, respondent had promised to deliver possession latest by 18.10.2016. This implied that the project should have been completed by that date, and the respondent should have applied for and obtained the occupation certificate (OC) from the competent authority to ensure timely possession. However, the respondent only received the Occupation Certificate on 31.10.2018, which was two years after the deemed date of possession. Subsequently, the respondent made an offer of possession to the complainants on 15.11.2018, well beyond the



agreed timeline. Notably, the complainants have stated that even this delayed offer of possession did not align with the terms and conditions of the agreement. The respondent revised the area of the unit in the offer of possession and raised an additional demand for payment from the complainant based on this revision. The complainant has highlighted that this revision and the subsequent additional demand were not part of the original terms of the agreement, further adding to their grievances. This sequence of events underscores that the respondent failed to adhere to the agreed timeline and terms, causing significant inconvenience and financial burden to the complainants. Due to failure on the part of respondent to handover the possession on due date of possession, complainant has requested for refund of paid amount on 27.02.2017 to respondents but respondents has failed to refund the amount till date. Learned counsel for the respondent, during the arguments, stated that a photocopy of a cheque was provided to the complainant as evidence of the intention to refund the paid amount. However, the respondent has failed to substantiate that any original cheque was ever issued to actually refund the amount. The mere provision of a photocopy of a cheque holds no significance in the context of refunding the amount to the complainant, as it does not constitute a valid or actionable refund. This failure



by the respondent further undermines their claim of attempting to refund the complainant's paid amount in accordance with the agreement.

15. The facts set out in the preceding paragraph demonstrate that respondent had failed to fulfill their obligation to handover possession by 18.10.2016, i.e., deemed date of possession. Further, respondent neither had placed on record any documents stating explanation with regard to not refunding money of complainants, even after a clear request for withdrawal was made by complainant on 27.02.2017. Keeping the hard earned money of allottees without justification establishes that respondent want to take advantage of its own wrong first by not completing construction as per agreement, secondly, keeping illegally the hard earned money paid by complainants. Fact remains that respondent has failed to handover the possession of the unit within the prescribed timeframe. In these circumstances, provisions of Section 18(1)(a) of the RERA Act clearly come into play by virtue of which the complainants are seeking refund of paid amount along with interest on account of default in delivery of possession of booked unit within a reasonable period of time.
16. Further, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others " in CIVIL APPEAL NO(S). 6745 - 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right



to seek refund of amount paid to the promoter along with interest. Para 25 of this judgement is reproduced below:

“25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.”

17. So, the Authority finds it to be a fit case for allowing refund in favour of complainant. The complainant will be entitled to refund of the paid amount from the dates of various payments till realization. As per Section 18 of 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 HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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

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

18. 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. 09.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.



19. Hence, Authority directs respondent to pay refund to the complainant on account of failure in timely 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 11.10% (9.10% + 2.00%) from the date of various payments till actual realization of the amount.
20. Authority has got calculated the interest on the total paid amount from the date of respective payments till the date of this order, i.e., 09.12.2024 at the rate of 11.10% and said amount works out to ₹72,33,288/-. Complainant shall be entitled to further interest on the paid amount till realization beginning from 09.12.2024 at the rate of 11.10%:

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 09.12.2024 (in ₹)
1	526501	2013-06-19	671198
2.	525000	2013-07-31	662579
3.	51325	2013-08-12	64588
4.	725000	2013-09-02	907714
5.	28925.05	2013-11-16	35555



6.	680000	2014-06-13	792643
7.	732250	2014-06-13	853549
8.	410000	2014-06-16	477543
9.	588975	2014-06-16	686003
10.	796000	2015-10-16	809244
11.	540559	2015-10-16	549553
12.	650000	2016-10-22	587281
13.	150547	2016-10-26	135838
Total:	64,05,082.05		72,33,288

H. DIRECTIONS OF THE AUTHORITY

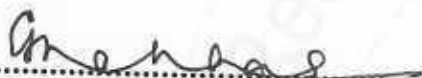
21. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent no. 1 is directed to refund the entire amount of ₹64,05,082.05/- (till date of order i.e., 09.12.2024) to the complainant and pay further interest beginning from 09.12.2024 till actual realization of the amount at the rate of 11.1%.



- ii. 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. Otherwise proceedings under the RERA Act and rules could be initiated against the respondent.

Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]