



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2149 of 2023
Date of filing:	03.10.2023
First date of hearing:	07.11.2023
Date of decision:	04.08.2025

Manik Trivedi
S/o Sh. H.K. Trivedi,
R/o House no. 536, Sector-16A,
Faridabad-121002

Deepali Trivedi
W/o Sh. Manik Trivedi
R/o House no. 536, Sector-16A,
Faridabad-121002

....COMPLAINANTS

VERSUS

M/s BPTP Limited
Registered office- Plot no. 28, ECE House,
K.G. Marg, Connaught Circus,
New Delhi- 110001

....RESPONDENT

CORAM: Nadim Akhtar

Member

Chander Shekhar

Member

Present: - Manik Trivedi, complainant himself and on behalf of co-allottee through VC
Adv. Hemant Saini, Adv. Himanshu Monga and Adv Neha, counsels for respondent.

ORDER:(NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 21.09.2023 by the 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
2. Facts of the present complaint are that the complainants Manik Trivedi and Co-Owner Deepali Trivedi approached the respondent through the broker "City Properties" and expressed their desire to purchase a unit in the respondent's residential project namely "Park 81" located in Sector-81, Parklands, Faridabad, Haryana. The complainants opted for a Construction Linked Payment Plan for Unit No. VL1-15-GF, admeasuring approximately 1,402 sq. ft. super built-up area on a plot size of 275 sq. yds. Copy of Payment Receipt of ₹3,00,000/- dated 26.09.2009 is annexed as Annexure C/1.
3. That after the booking, the respondent issued a demand letter dated 21.12.2009 for an amount of ₹3,00,000/-, payable before 05.01.2010. The



complainants paid the demanded amount and availed the Timely Payment Discount (TPD). Copies of receipt dated 05.01.2010 are placed on page no. 21 and 22 of Complaint book.

4. That thereafter, Allotment Letter dated 16.03.2010 was issued by the respondent, confirming the allotment of Unit No. VL1-15-GF, along with a demand of ₹4,49,701/-, payable by or before 31.03.2010 which was paid by the complainants. That subsequently, a demand letter dated 14.02.2012 was issued for the stage "At the start of Construction" demanding ₹3,87,862.54. Further, an amount of ₹1,18,345/- was to be paid on or before 29.02.2012. The complainant no. 1 is a serving Arming Officer. He was not present at the correspondence address due to exigencies of service but was posted at their duty station at the time. Upon receiving the demand letter, complainant wrote to the respondent and also made several visits to the BPTP's office. However respondent did not pay any heed to the same, rather he imposed an 18% interest for the delayed payment. Allotment letter dated 16.03.2010 and receipts dated 27.12.2010, 10.01.2011 and 16.02.2011 06.06.2012, 23.06.2012, 27.09.2012 and 24.05.2013 are annexed as Annexure C/2 (colly).
5. That the Builder Buyer Agreement (BBA) was executed between the parties on 11.04.2012. Complainants have abided by all the terms mentioned therein.



Copy of Builder Buyer Agreement dated 11.04.2012 is annexed as Annexure C/3.

6. That demand letters were further raised by the respondent at various stages of construction and all amounts were paid by the complainants within the stipulated time as per following details:
- a. Demand letter dated 06.09.2013, amount of ₹3,90,586.54/- for "Casting of Ground Floor Slab" – Paid on 14.09.2013 [Annexure C/4]
 - b. Demand letter dated 07.11.2013 amount of ₹3,72,107.91/- for "Casting of First Floor Slab" – Paid in two tranches on 16.11.2013. [Annexure C/5]
 - c. Demand letter dated 20.12.2013, amount of ₹3,90,014.56/- for "Casting of Second Floor Slab" – Paid on 04.01.2014 [Annexure C/6]
 - d. Demand letter dated 20.01.2014, amount of ₹3,62,156.54/- for "Start of Brickwork" – Paid on 03.02.2014 [Annexure C/8]
7. That the complainant requested the respondent to endorse the name of his wife with the unit. In accordance with the request letter and the documents submitted by the complainants, name of Deepali Trivedi was added as, co-applicant in the agreement letter issued by the respondent on 30.12.2013. Copy of letter dated 30.12.2013 is annexed as Annexure C/7.



8. That in response to the Government Notification dated 12.09.2016, the respondent raised an additional VAT demand of ₹31,791/- on 10.11.2016, which the complainants duly paid on 22.11.2016. VAT Demand Letter dated 10.11.2016 is annexed as Annexure C/9 (Colly).
9. That the complainants have till date paid a sum of ₹32,04,026.78/- as per the account statement dated 20.09.2023 issued by the respondent. Account Statement dated 20.09.2023 is annexed as Annexure C/10.
10. That although Clause 5.5 of the BBA stipulates a possession timeline of 42 months from the date of execution (i.e., by 10.10.2015), however, the unit has not been completed till date. The respondent has failed to provide any habitable infrastructure. The unit lacks motorable road access, Internal roads, street lights, horticulture, parks, basic unit-level amenities like flooring, paint, electrical wiring, toilet fittings, and kitchen installations.
11. That the complainants, having fulfilled 99% of the payment obligations timely, have been following up for possession. Despite paying the majority of dues, possession has not been offered. That as per Clause 5.5 of the BBA, in case of delay in offering possession beyond the stipulated timeline, the respondent is liable to pay delay compensation @ ₹5/- per sq. ft. per month on the super built-up area.



12. That in addition to this contractual compensation, the complainants are also entitled to compensation under Rule 15 of the Haryana RERA Rules, 2017 i.e., SBI MCLR + 2% (currently 10.75%), on the total amount paid, from the due date till actual possession.
13. Further, Complainants have filed applications dated 05.02.2024, 03.04.2025 and 03.07.2025 in the registry in support of their pleadings. The Authority has duly taken these applications on record and considered the same for the proper and just adjudication of the matter.

A. RELIEFS SOUGHT

14. That the complainants filed applications dated 05.02.2024 for amendment of relief. Complainants seek following reliefs and prayed for issuance of directions to the respondent:-
- a. Direct the respondent to pay complainant the delay compensation charges w.e.f from 10.09.2015 as per prevailing Rule 15 of HRERA Rules, 2017 i.e. SBI MCLR +2% (10.75%) HRERA regulations.
 - b. Veracity of Occupation Certificate issued by the Architect needs to be established since the approach road from the main road (75 mrs Approx) connecting the VL Block of Block B Sector 81 from both the sides is neither constructed nor is there a feasibility to connect at present, due to existing Stay Order by the Hon'ble Court and non-grant



of permission from the District Town Planner Enforcement, Faridabad. In addition, the terms of validity of Occupation Certificate has been violated by Respondent as has undertaken construction of approach road through the park/ green belt, which is not been part of approved plans or done with approval of the competent authority. Therefore, this courts needs to clarify, when should the Complainants commence taking over procession of the said floor, based on the occupation certificate given by the Respondent?

- c. The Respondent in statement of account cum invoice enclosed along with the letter for offer of procession handed over to the Complainants, has given higher super area of the said floor in comparison to the dimension mentioned in the Occupation Certificate rendered by the Architect and the Builder Buyer Agreement/ Floor Buyer Agreement. The exact dimension and size of the super area for ground floor unit needs to be re-evaluated and costing re-assessed.
- d. Basic Sale price from what was agreed in the Builder Buyer Agreement/ Floor Buyer Agreement signed on 11 Apr 2012 has increased from Rs 33,63,006/-to Rs 35,53,003/- for the said floor. Also no justification has been given for cost escalation. Exact cost for the



- said floor be worked out based on reassessed dimensions and other applicable charges.
- e. In light of the impending hearing before Hon'ble Haryana Real Estate Regulatory Authority Panchkula/ Adjudicating Officer, HRERA, Panchkula applicability of clause 5.4 of Builder Buyer Agreement/ Floor Buyer Agreement signed on 11 Apr 2012 be nullified.
- f. The Complainants to pay the re-assessed cost of the said floor after the award of decree by the Hon'ble Haryana Real Estate Regulatory Authority Panchkula/ Adjudicating Officer, HRERA, Panchkula and no penal interest be levied to the Complainants for the delay in payment. The pay demand raised by the Respondent on 02.02.2024 for Rs 16,13,547.44/- to be paid by 04.03.2024 be cancelled and fresh demand be worked out by the Hon'ble court.
- g. Respondent has not attached the sanction of building plan dated 14.12.2023 along with the reply. Respondent to explain how Builder Buyer Agreement/ Floor Buyer Agreement was signed on 11 Apr 2012 without even obtaining sanction of building plan.
- h. The Respondent to complete pending work as sanctioned/compounded building plan issued by DTP office, hand over the said floor and execute the conveyance deed in favour of the Complainants.



- i. Direct the Respondent to pay the Complainant ₹8,00,000/- (Rupees Eight lakh only) for mental agony/ harassment and for deficiency of service and ₹50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses and;
- j. Pass any other order/ Directions) that this Hon'ble court may deem fit and proper in the present facts and circumstances..

B. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent submitted a detailed reply on 02.02.2024 in the registry of the Authority, pleading therein as under:-

15. The respondent submits that the present complaint is not maintainable and is liable to be dismissed on following grounds:

- a. The Complainants request the respondent to endorse the unit to the complainants and also executed an Indemnity cum Undertaking in this regard. That the unit was hence endorsed in favour of the complainants, thus, all rights and obligations between the parties come in effect from the date of nomination of the complainants. A copy of indemnity cum undertaking along with affidavits and Nomination Letter are annexed as Annexure R3 (colly).
- b. That the complaint has been filed by the complainants, namely Manik Trivedi and Deepali Trivedi, whereas the unit is in name of one allottee



namely Deepali Trivedi. Hence the complaint is liable to be dismissed on this ground alone.

16. The complainants approached the respondent for booking a unit in the residential project "Park 81" situated at Sector 81, Faridabad, Haryana. After conducting independent due diligence and satisfaction, the complainants booked Unit No. VL1-15-GF (tentative super built-up area of 1,402 sq. ft.) on 19.09.2009. Copy of Booking Form dated 19.09.2009 is annexed as Annexure R-1. Thereafter, Floor Buyer's Agreement dated 11.04.2012 was voluntarily and consciously executed between the parties and the terms of the same are binding. Copy of Floor Buyer's Agreement dated 11.04.2012 is annexed as Annexure R-2.
17. That Clause 5.1 of the FBA stipulate that possession was to be offered within 36 months from the date of execution of the FBA or sanction of building plans (whichever is later), with a further grace period of 180 days. The timelines are further subject to events of force majeure and compliance by the complainants. The complainants have failed to appreciate that approval of building plans has been received by the respondent on 14.12.2023, therefore, the deemed date of possession shall be taken from the date of approval of building plan, which comes out to be 14.06.2027.



18. The construction of the project has been hindered due to several genuine force majeure events, which are protected under Clause 14 of the FBA. These include:
- a. Restrictions on mining activities following the Hon'ble Supreme Court's decision in *Deepak Kumar v. State of Haryana* [(2012) 4 SCC 629].
 - b. Orders of the Hon'ble National Green Tribunal (e.g., O.A. No. 171/2013 dated 02.11.2015) and Hon'ble Punjab & Haryana High Court staying mining operations and regulating construction activities.
 - c. Non-availability and escalated costs of key raw materials like sand, gravel, and bricks.
 - d. Restrictions imposed due to the Covid-19 pandemic during 2020–2021 including full lockdowns and curfews in the State of Haryana, which stalled construction for extended periods (including 12.04.2021 to 24.07.2021).
19. That a period of approximately 350 days was lost on account of these force majeure events. Despite these setbacks, the respondent continued to work on the project, without shifting any financial burden upon the complainants.
20. The respondent applied for the Occupation Certificate (OC) and the same was granted by the competent authority on 15.12.2023. Copy of Occupation



Certificate dated 15.12.2023 is annexed as Annexure R-4. Accordingly, the complainants have been offered possession of the unit. If however, the complainants are unwilling to take possession, the respondent is ready to refund the entire amount paid by them, strictly in terms of the FBA, and without any claim of delay compensation.

21. The Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of U.P.* [Civil Appeal No. 6745-6749 of 2021] held that delay compensation under Section 18 of the RERA Act is available only where the builder fails to deliver possession within the stipulated time under the agreement and not otherwise. In the present case, no such default can be attributed to the Respondent.
22. Respondent has filed applications dated 22.04.2025 and 31.01.2025 in the registry in support of his pleadings. The Authority has duly taken these applications on record and considered the same for the proper and just adjudication of the matter.

C. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

23. Ld. counsels for both the parties submitted that the detailed arguments were heard and recorded in last orders passed by the Authority as well as in written submissions already on record.



D. ISSUES FOR ADJUDICATION

24. Whether the reliefs sought can be granted to the complainants?

E. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

25. 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 floor in the real estate project; "Park-81, Parklands, Sector 81, Faridabad, Haryana" being developed by the promoter namely; "M/s BPTP Ltd" in the year 2009. Thereafter, respondent issued an allotment letter dated 16.03.2010 vide which complainants were allotted Unit no.VL1-15-GF, admeasuring 1402 sq. ft. Floor buyer agreement was executed between the parties on 11.04.2012. Occupation certificate has been received by the respondent from the competent Authority on 15.12.2023. Subsequently an offer of possession was made by the respondent to the complainants on 20.07.2024.
26. Admittedly floor buyer agreement was executed between the parties on 11.04.2012 and as per clause 5.1 of it, possession was supposed to be delivered within 36 months from date of sanction of building plan or execution of the floor buyer agreement whichever is later alongwith grace period of 180 days for applying and obtaining the occupation certificate from the competent authority. Respondent in its reply has given a mere submission



that the respondent has received the approval of building plans on 14.12.2023. However, upon reviewing the records submitted by the respondent, it is observed that the respondent failed to provide any documentary evidence, such as official approvals or sanction letters, to substantiate their claim regarding the date of sanctioning of building plans. In the absence of proof regarding the approval/ sanctioning of the building plans, the Authority deems it appropriate to rely on the execution date of the Floor Buyer Agreement to calculate the deemed date of possession. The Floor Buyer Agreement was executed on 11.04.2012 and as per the stipulated timeline in Clause 5.1, possession was to be handed over within 36 months. This calculation leads to a deemed date of possession of **11.04.2015**. Further, Respondent in its written statement have taken a plea that grace period of 180 days be allowed as respondents had received occupation certificate on 15.12.2023. In this regard, Authority is of view that respondent was duty bound to complete the construction within 36 months of execution of agreement, i.e., by 11.04.2015 then time period of 180 days was provided for applying for occupation certificate. Here in this case, respondent did not abide by the terms of agreement and failed to complete construction within stipulated time. Accordingly, grace period of 180 days which could have been started from 11.04.2015 got extended by another 8 years, as occupation certificate was



received by respondents on 15.12.2023. Time period of 8 years taken by respondent to complete the construction work and receipt of occupation certificate is not a reasonable duration. There is no justification on record that how this time period is actually incurred for completing the unit in question. Respondent herein are claiming benefit out of its own wrong. Such a proposition is not acceptable being devoid of merit. Hence, plea of respondents to grant 180 days grace period is rejected.

27. Findings on the objections raised by the respondent.

- i. The Complainants requested the respondent to endorse the unit to the complainants and also executed an Indemnity cum Undertaking in this regard. That the unit was hence endorsed in favour of the complainants, thus, all rights and obligations between the parties come in effect from the date of nomination of the complainants.*
- ii. That the complaint has been filed by the complainants, namely Manik Trivedi and Deepali Trivedi, whereas the unit is in name of one allottee namely Deepali Trivedi.*

With regard to the above-stated objections, the Authority has carefully examined the documents submitted by both parties. It is evident that the original Floor Buyer Agreement was executed between the complainant, Mr. Manik Trivedi and BPTP Ltd. on 11.04.2012. Subsequently, the allottee, Mr. Manik Trivedi, submitted a request letter to the respondent seeking the addition of Mrs. Deepali Trivedi as a co-applicant to the said unit. In response to this request, the respondent issued a letter dated 30.12.2013, which has



been annexed by the complainants as Annexure C-7 to the complaint. The relevant contents of the said letter dated 30.12.2013 are reproduced below for reference:

"With reference to your request letter and submission of documents by you for addition of the name of Mrs. DEEPALI TRIVEDI in your above referred unit.

We hereby confirm that we have made the change in our records believing the documents submitted by you are true and correct and have endorsed/added the name of DEEPALI TRIVEDI as Co-applicant in the booking/allotment/agreement along with you immediate effect.

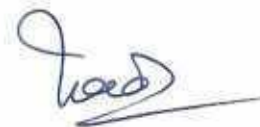
Please accept and acknowledge the receipt of this letter by signing on the office copy of the same."

With regard to the content of letter, Authority observes that the respondent has incorrectly stated that the unit in question was "endorsed" in their joint favour and that rights and obligations arise from the date of such nomination. In reality, the complainants merely requested addition of the name of Mrs. Deepali Trivedi as a **co-applicant** to the unit initially allotted to Mr. Manik Trivedi. In support of their claim, the complainants have annexed a letter dated 30.12.2013 issued by the respondent. However, a bare perusal of the said letter clearly reveals that this is not an endorsement or transfer of the unit, but only an administrative acknowledgment of the addition of Mrs. Deepali Trivedi as co-applicant in the booking/allotment/agreement. It is evident from the above that the primary allottee continues to remain Mr. Manik Trivedi and the addition of Mrs. Deepali Trivedi is only in the nature



of a co-applicant and not a transferee or nominee to whom all rights and obligations stand transferred. Therefore, the respondent's contention that the unit was "endorsed in favour of the complainants" is factually incorrect. The legal implication of the letter dated 30.12.2013 is limited to administrative recognition of the co-applicant status and does not amount to legal nomination, transfer, or endorsement as contemplated under the terms of the Buyer Agreement or under law. Accordingly, the claim that all rights and obligations of the buyer agreement are jointly vested in both complainants from the date of nomination is without merit and liable to be rejected.

28. The issue before this Authority is whether the complainants are entitled to the reliefs as claimed under the Real Estate (Regulation and Development) Act, 2016 (hereinafter "the Act").
29. The primary grievance of the complainants is that although the respondent placed on record an Occupation Certificate dated 15.12.2023 and subsequently extended an Offer of Possession on 20.07.2024, there exists an alleged legal hindrance in the form of a stay order that affects the access road leading to the allotted unit. The complainants argue that this amounts to a legal obstruction, rendering the unit inaccessible, and thereby entitles them to claim delay compensation under RERA.



30. Upon careful examination of the submissions and documents placed on record, this Authority finds that the issue of road accessibility is the subject of a separate civil dispute pertaining to a cultivated portion of land, which is pending adjudication before the Hon'ble Punjab & Haryana High Court and the Civil Court at Faridabad. In this regard, the complainants have relied upon an interim injunction order dated 15.12.2023 passed by the Ld. Civil Judge, Faridabad. However, it is an admitted fact that the complainants are not a party to the said civil proceedings. Therefore, the complainants cannot derive any enforceable legal right, relief, or entitlement arising from litigation to which they are not a party. It is a settled principle of law that a litigant who is not a party to a pending suit cannot claim the benefit of any interim or final order passed therein. Accordingly, the Authority finds that the complainant's reliance on third-party litigation to substantiate an alleged legal obstruction is misconceived and legally unsustainable.

31. This Authority has further examined the report of the Local Commissioner (LC) who was appointed in pursuant to order dated 07.04.2025 for the limited purpose of verifying the following:

- (i) Whether the unit in question is complete and habitable; and
- (ii) Whether there is unhindered access to the unit via road.



With respect to the first issue, the LC vide its report has clearly confirmed that the unit is complete and fit for habitation. This is supported by photographs annexed with the LC's report, which show the interior and exterior condition of the unit.

32. However, with regard to road access, the LC merely recorded that a civil dispute concerning the approach road is sub judice, but failed to document any actual physical obstruction to the road. No photographic evidence was submitted by the LC to substantiate any claim of non-accessibility. Importantly, the LC did not record a categorical finding that the approach road was physically blocked, impassable, or unconstructed. As rightly pointed out by the respondent, the scope of duties of a Local Commissioner under Order XXVI Rules 9 and 10 of the Code of Civil Procedure, 1908, is confined to recording factual physical conditions and not offering legal interpretations or opinions on the effect of ongoing litigation. The LC's remark that the road is "legally hindered" exceeds the jurisdiction conferred upon him and cannot be treated as authoritative or binding on this Authority. In the absence of tangible proof of physical inaccessibility, the complainant's claim of inaccessibility stands unsubstantiated.

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

33. The Authority also notes that the respondent has placed on record several documents evidencing compliance with its statutory and contractual obligations, including:

- **The Occupation Certificate dated 15.12.2023;**
- **The Offer of Possession dated 20.07.2024;** and
- **Reminder communications dated 30.01.2025,** calling upon the complainants to take possession.

Despite receipt of all these documents, the complainants have consciously chosen not to take possession and have continued to raise objections based on third-party litigation. This appears to be a calculated attempt to prolong the timeline and claim interest for delay, which is contrary to the object and spirit of the Act.

34. Moreover, the respondent has submitted that several other allottees in the same project have already taken possession of their respective units and are residing therein. It has further been submitted by the respondent that Conveyance Deeds have also been executed with such allottees. The facts have not been refuted by the complainants. This clearly demonstrates that the project is operational, and the infrastructure, including road connectivity, is functionally available to occupants. The respondent has also annexed photographs of the internal roads, including the approach road leading to the



complainant's unit, vide affidavit dated 31.05.2025 filed in the registry which shows that the road is constructed, motorable and free from any physical impediments.

35. This Authority is also of the view that the jurisdiction of RERA is confined to adjudicating issues relating to delay in possession, quality of construction, breach of builder-buyer agreements and related matters. RERA does not have the jurisdiction to adjudicate complex civil disputes, especially those concerning title or third-party claims, which are the exclusive domain of competent civil courts.
36. In this case, the complainant's core objection revolves around a legal hindrance allegedly affecting road access—an issue that falls outside the scope of the Act. This Authority is only empowered to adjudicate physical hindrances or tangible obstructions. Since no physical obstruction has been established by the complainants, either through the LC's report or by independent documentary evidence, the grievance raised is found to be without merit.
37. Furthermore, the Authority observes that under Clause 6.1 of the Flat Buyer Agreement, in cases where possession is delayed due to any order or restraint from a competent authority, the complainant has the option to seek a refund in accordance with the contractual terms. It is also a settled principle under



RERA that when a valid and legal offer of possession is made—supported by an Occupation Certificate—the allottee is under an obligation to take possession within a reasonable time. It is also pertinent to note that under Section 11 of the Act, the promoter is required to obtain the completion/occupation certificate and hand over possession of the unit to the allottee. In the instant case, the Respondent has duly obtained the Occupation Certificate and issued a formal Offer of Possession. Therefore, the statutory obligations of the promoter under RERA stand discharged. Once the unit is ready and possession is legally offered, the onus shifts to the allottee to accept possession and comply with the terms of the agreement. In the present case, despite the Occupation Certificate dated 15.12.2023 and the Offer of Possession dated 20.07.2024, the complainants have failed to take possession and have instead continued to rely on an external dispute to which they are not even a party. Such conduct not only delays the conclusion of the matter but also unfairly burdens the respondent, who has otherwise complied with his obligations.

38. In view of the foregoing, the Authority is of the considered opinion that:

- There is no physical obstruction to the unit;
- The Complainants are not a party to the legal dispute concerning the approach road;



- The Local Commissioner has not provided any proof of physical inaccessibility; and
 - A valid and lawful Offer of Possession has already been made on 20.07.2024.
39. It is further noted that the respondent has already paid a sum of ₹17,46,281/- towards delay compensation, as recorded in this Authority's order dated 03.02.2025, thereby fulfilling its liability under the agreement and the applicable Rules.
40. Now, issue which remains to be adjudicated is delay interest. Respondent had offered valid possession of unit after receipt of occupation certificate on 20.07.2024. However, said offer of possession is made after the delay of 9 years as deemed date of handing over of possession was 11.04.2015. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the unit, the allottee can also demand and the respondents are liable to pay, interest for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainants are entitled for the delay interest from the deemed date of possession i.e., 11.04.2015 up to the date of valid offer of possession after receipt of occupation certificate, i.e.,



20.07.2024. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed.

41. In the present complaint, the complainants intend 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".

42. 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;

43. 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 (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”.

44. 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., 04.08.2025 is 8.90%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.90%.
45. Hence, Authority directs the respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% (8.90% + 2.00%) from the due date of possession i.e. 11.04.2015 to date of valid offer of possession, i.e., 20.07.2024.
46. Authority has got calculated the interest on total paid amount from due date of possession i.e., from the due date of possession i.e. 11.04.2015 to date of valid offer of possession, i.e., 20.07.2024, which works out to ₹32,10,484/- as per detail given in the table below:



Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 20.07.2024 (in ₹)
1.	3172235	11.04.2015 (deemed date of possession)	3210484
Total	31,72,235/-		32,10,484/-

47. The complainants are also seeking compensation of ₹8,00,000/- for mental agony/harassment and for deficiency of service and ₹50,000/- (Rupees Fifty Thousand only) towards cost of legal expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.



48. Complainant with regard to relief no 13 (c), (d), (e) and (f) wherein, of this order has neither pressed upon nor argued during hearing. Therefore, Authority deems appropriate not to adjudicate upon these reliefs.

F. DIRECTIONS OF THE AUTHORITY

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

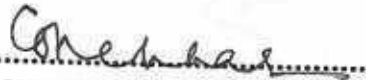
- a. Complainants are directed to accept the offer of possession issued by the respondent on 20.07.2024 and take physical possession of the booked unit from the respondent.
- b. Respondent is directed to pay upfront delay interest of ₹32,10,484/- to the complainants towards delay already caused in handing over the possession within 90 days from the date of uploading of the order.
- c. Respondent is directed to get conveyance deed of flat of the complainants executed within 90 days of actual handover of possession of floor.
- d. The rate of interest chargeable from the allottees by the promoter in case of default shall be charged at the prescribed rate, i.e., 10.90%



by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

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

50. 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.


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CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]