

Heed

(Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, 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	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Not registered.
3.	DTCP License no.	183-228 of 2004, 153-157 of 2004, 101-144 of 2005, 200-285 of 2002, 652-722 of 2006, 729-872 of 2006, 42-60 of 2005, 51 of 2010 and 177 of 2007.
	Licensed Area	927 acres
4.	Unit no.(plot)	J-514, Block-J
5.	Unit area	250 sq. yds.
6.	Date of allotment	19.01.2006

7.	Date of builder buyer agreement	Not executed
8.	Due date of offer of possession	Not available
9.	Possession clause	Not available.
10.	Total sale consideration	₹ 14,47,500/-
11.	Amount paid by complainant	₹ 15,68,125/- Complainant in its pleadings- Appendix-DD claims to have paid an amount of ₹6,13,125/-. However, an application was filed by complainant on 18.09.2024 clarifying that total paid amount is ₹ 15,68,125/-, proof of same has been annexed as Annexure C-8.
12.	Offer of possession	Not given.

A. FACTS OF THE COMPLAINT

3. Facts of the present complaint are that original allottee had booked a plot with respondent by paying ₹ 13,50,000/- on 20.09.2005 as 'advance against future project for 250 sq yds plot'. Thereafter, said booking got endorsed in favor of complainant on 19.01.2006. Accordingly, allotment plot no. J-514 having an area of 250 sq. yds. in respondent's project-'TDI City, Kundli, Sonipat' was issued in favour



of complainant on 19.01.2006. A copy of allotment letter is annexed as Annexure C-6.

4. That despite multiple requests by complainant, no Builder Buyer Agreement (BBA) had been executed by the respondent. Instead the respondent had raised a demand of Rs 2,18,125/- towards enhanced EDC charges without any proper break up vide its letter dated 27.06.2009. Copy of letter is annexed as Annexure C-3. Afraid to lose the allotment, complainant made said payment on 06.07.2009. Copy of receipt dated 08.07.2009 is annexed as Annexure C-4.
5. That respondent sent a letter dated 19.03.2019 to the complainant acknowledging the delay committed by them in handing over the possession and offered alternate plots to the complainant which are ready for possession in the same project. Copy of letter dated 19.03.2019 is annexed as Annexure C-5.
6. That in response to the offer of alternate units, the complainant sent a letter dated 01.05.2019 to the respondent intimating that the complainant has no objection to accept the possession of the alternate plot J-409A and handed over the original allotment letter of the previously allotted plot J-514. Copy of letter dated 01.05.2019 is annexed as Annexure C-6.
7. That respondent did not handover the possession of the alternate plot. Complainant had sent a letter dated 18.06.2019 to enquire about the



status of alternate plot but did not receive any fruitful response from the respondent. Copy of letter dated 18.06.2019 is annexed as Annexure C-7.

8. That complainant had paid an amount of ₹ 15,68,125/-. Copy of statement of account dated 15.09.2020 is annexed as Annexure C-8. However, respondent till date has not made any effort towards possession of either original allotted plot or of alternate plot. Therefore, complainant is left with no other option but to approach this Authority. Hence, the present complaint has been filed by the complainant.

B. RELIEFS SOUGHT

9. Complainant in its complaint has sought following relief:
- i. I request the Hon'ble Regulatory Authority to pass an order for delay possession charges along with pendente lite and future interest till actual possession thereon at the prescribed rate of interest.
 - ii. I request the Hon'ble Regulatory Authority to direct the respondent to adjust the delay in last demand and immediately hand over the physical possession of plot in habitable condition with all amenities.



- iii. I request the Hon'ble Regulatory Authority to direct the respondent to execute BBA.
- iv. I request the Hon'ble Regulatory Authority to direct the Respondent to refund the excess amount of EDC Charged illegally.
- v. I request the Hon'ble Regulatory Authority to direct the respondent to not to impose any illegal or arbitrary charges.
- vi. I request the Hon'ble Regulatory Authority to pass an order for refund of GST amount levied upon the Complainant due to delay Possession by the Builder as the due date of possession was of before the imposition of GST
- vii. We request the hon'ble authority to Pass an order for payment of GST amount levied upon the Complainant and taken the benefit of input credit by builder (Respondents are not given any anti profiteering benefit to the complainants till date).
- viii. I request the Hon'ble Authority to direct the Respondents not to raise any further demands from the Complainant till the final disposal of the present complaint case.
- ix. Pass such other and further order(s) as this Hon'ble Regulatory Authority may deem fit and proper in the facts and circumstances of the present case;



C. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed a detailed reply on 08.11.2024 pleading therein as under:

10. That due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely- TDI City at Kundli, Sonipat, Haryana. Part completion certificate for the said project-927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013 and 22.09.2017. Copy of certificates are annexed as Annexure R-1,2 and 3.

11. That the respondent company on various occasions had requested the complainant to visit the office of respondent to execute the builder buyer agreement however, the complainant failed to do the same.

12. That when the respondent Company commenced the construction of the said project, RERA Act was not in existence. Therefore, the respondent Company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. That the provisions of RERA Act are to be applied prospectively. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.

13. That the project was completed way back before the enactment of RERA Act, so the complainants cannot approach L.d. Authority for adjudication of its grievances. Further, the complaint is barred by limitation as the complainant was entitled to approach this Hon'ble Authority within 3 years



from the date of expiry of letter sent by respondent company dated 19.03.2019 but the complainant did not take any action and kept sleeping upon it. Hence the complaint is not maintainable before this Authority.

14. That complainant herein is an investor, has accordingly invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.

15. That respondent company due to force majeure conditions could not complete the unit in question in a timely manner, therefore vide letter dated 19.03.2019 the respondent intimated the same to the complainant and offered the complainant some alternatives for consideration. Relevant contents of the letter dated 19.03.2019 is reproduced below for reference of Hon'ble Authority:-

'Towards this end, without prejudice to our rights and contentions, we wish to put forth for your consideration some alternatives. Should you wish to choose any of these options, we would be delighted to offer the same to you and culminate the transaction between us. The options are:

Offer of taking over an alternate ready for possession unit in the same project and registration of a sale deed within 15 days of completion of all formalities

OR

Adjustment of your entire deposit in any of our other projects in a unit of your choice.'

16. That thereafter, despite the respondent company's diligent efforts further circumstances beyond the respondent company's control emerged, i.e., the farmers protest affecting the respondent company's land preventing the



respondent company from offering an alternative unit to the complainant. Therefore, in light of these uncontrollable factors, the respondent company is now willing to refund the full amount paid by the complainant.

D. ADDITIONAL DOCUMENTS SUBMITTED BY THE PARTIES

17. Respondent in compliance of order dated 10.02.2025 had filed documents in the registry on 08.04.2025 placing on record the letter with subject-‘revised schedule for payment of enhanced component of external development charges (EDC) at revised rates conveyed vide demand notice as referred below.’

18. Complainant had filed its objection to the documents filed by respondent in respect of EDC charges in registry on 21.04.2025 stating therein that respondent had demanded the excess EDC charges on 27.06.2009 while the date mentioned in the memo submitted by the respondent is 07.07.2009 which clearly shows that the demand raised by the respondent has no right to demand any excess EDC unless there is any extension in EDC.

E. ARGUMENTS OF LEARNED COUNSELS FOR THE COMPLAINANT AND RESPONDENT

19. During oral arguments, ld. counsel for complainant submitted that original allottee had booked the plot by paying booking amount of ₹ 13,50,000/- on 20.09.2005. Booking got further endorsed in favor of complainant and allotment letter for plot no. J-514 was issued in his favor on



19.01.2006. Despite repeated request, respondent did not pay any heed towards execution of builder buyer agreement. Vide letter dated 19.03.2019 respondent had expressed its difficulty in not offering possession of booked unit and had offered alternate units to complainant. As per version of complainant, plot no. J-409-A was chosen out of alternate plot, But respondent till date has neither offered possession of original plot nor of the alternate plot. Further, it has been argued that respondent has taken excess amount towards EDC which is evident from the fact that demand for it was raised by government vide letter dated 07.07.2009 whereas respondent had already asked for it in month of June, 2009. In respect of GST charges, she stated that it is the apprehension of complainant that respondent might ask for these charges. Hence, complainant herein is praying for possession, delay interest and refund of excess amount of EDC.

20. In rebuttal, ld. counsel for respondent argued that possession of original plot is not possible due to dispute with land owners/farmers and alternate plot no. J-409-A, as on date, stands allotted in name of third person. Hence, possession of any of the plot is not possible. Respondent in this case is willing to refund the amount. In respect of excess charges, he argued that demand was raised prior to letter dated 07.07.2009 because in said letter there is reference of 'in continuation of this office memo no. 12007 dated 12.12.2008'. It implies that issue of enhanced component of EDC pertains to



year 2008 and in lieu of it, demand was validly raised to complainant in June,2009. In respect of GST charges, he stated that no relief in particular can be sought against the demand/charges which have not been even raised till date by respondent.

F. ISSUES FOR ADJUDICATION

21. Whether the complainant is entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

22. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) With regard to plea raised by the respondent that provisions of RERA Act,2016 are applicable with prospective effect only, therefore same were not applicable as on 19.01.2006 when the complainant was allotted plot no. J-514, TDI City, Kundli; it is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*. Relevant part is reproduced below for reference:-



"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

(ii) The respondent in its reply has contended that the complainant is an "investor" who has invested in the project for monetary returns



and taking undue advantage of RERA Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, he is not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, complainant is an aggrieved person who has filed the present complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RERA Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

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

(iii) In view of the above-mentioned definition of "allottee" as well as upon careful perusal of allotment letter dated 19.01.2006, it is clear that complainant is an "allottee" as plot bearing no. J-514 in the Real Estate Project of the respondent namely, "TDI, City, Kundli", Sonipat was allotted to him by the respondent promoter. The



concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be “promoter” and “allottee” and there cannot be any party having a status of an investor. Further, the definition of “allottee” as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as **M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of promoter that allottees being investor are not entitled to protection of this Act also stands rejected.

(iv) Respondent has also taken objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central Excise** where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, RERA Act 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 a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

(v) Admittedly, complainant in this case had purchased the booking rights qua the floor in question in the project of the respondent in the year 2006 against which an amount of ₹ 15,68,125/- already stands paid to the respondent. Out of said paid amount, last payment of ₹ 2,18,125/- was made to respondent on 08.07.2009 by the complainant which implies that respondent is in receipt of total paid amount since the year 2009 whereas fact remains that no offer of possession of the booked plot has been made till date.

(vi) In the written statement submitted by the respondent, it has been admitted that possession of the booked plot has not been offered till date to the complainant. With respect to status of handing over of possession, the respondent vide letter dated 19.03.2019 has already expressed its inability to provide possession of originally booked unit to the complainant and offered to either choose any alternate plot in same project or adjustment of entire paid amount in any other project but the complainant did not come forward to accept said offer. It is pertinent to mention here that no specific reason for the unavailability



of booked plot has been detailed out either in the written statement or at the time of arguments. Respondent has not substantiated the plea of inability to provide the originally booked plot to complainant with relevant documentary evidence. Raising of plea without any documentary proof is not admissible. No latest photographs of the site or any other sort of justification as to what all factors except dispute with landowners are responsible for creating hindrance to not to offer possession of booked plot has not been placed on record. It is the stand of respondent that there is on-going dispute with landowners and multiple attempts had already been made to resolve it but all of efforts went in vain. Moreover, dispute/difference is between respondent and landowners, no litigation or any other proceedings is pending towards said dispute which operate as stay for the affected portion of land. It has not been established by the respondent that offer of booked plot is not possible due to some genuine reliable reason/circumstances. Respondent has pleaded that part completion certificates for the 927 acres has already been received. Copies of said part completion certificates have been placed on record but it is not specified in written statement that as to whether plot of complainant gets covered in said part completion certificates or not? At this juncture, it is pertinent to highlight the content of letter dated 19.03.2019 which is *"You had booked a plot in our project at TDI CITY, KUNDLI SONEPAT. On*



account of reasons beyond our control, we have been unable to offer the unit to you till date. This correspondence is being issued to reassure you of our commitment to the completion of the project and ensuring the satisfaction of our customers". It clearly highlights the fact respondent without specifying any concrete reason/justification expressed its inability to deliver possession of plot to the complainant. Complainant filed this complaint in year 2024, i.e., after lapse of 5 years from the date of said letter. During all these years, respondent remained silent and did not even bother to refund the amount received from complainant towards sale consideration of plot. Now, the respondent cannot take the benefit of its own wrong for causing delay in offering of the possession stating that possession of booked unit is not possible.

(vii) Complainant in its complaint has attached letter dated 01.05.2019 wherein complainant has consented towards acceptance of alternate plot J-409-A. Contents of said letter is as follows:-

"Subject: Offering for Plot alternative at TDI City Kundli Haryana

With reference to your letter dated 19.03.2019 regarding offering alternate plot against our plot J-514. Your office was contacted and I was shown plot no. J-409-A as alternate. This is to inform you that I am do not have any objection if alternate plot J-409-A is offered against J-514. I am enclosing original allotment letter of plot J-514



with this letter. You are requested to issue me allotment letter regarding plot no. J-409-A at the earliest."

However, it is the stand of respondent that no alternate plot was allotted to complainant in lieu of original plot and as on date, alternate plot no. J-409-A already stands allotted to any other party. So, no alternate plot is available for complainant. Besides this, complainant has not attached any letter/communication which proves that any alternate plot was allotted to him. Hence, no sanctity is attached to letter dated 01.05.2019 at this stage and same is not required to be adjudicated.

(viii) Authority observes that the allotment letter for the plot in question was issued to complainant on 19.01.2006, but builder buyer agreement has not been executed till date and there is no clause pertaining to deemed date of possession in the allotment letter. In absence of specific clause of deemed date of possession in allotment letter, it cannot rightly be ascertained as to when the possession of said floor was due to be given to the complainants. In **Appeal no 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya**, Hon'ble Tribunal has referred to the observation of Hon'ble Apex Court in **2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** in which it has been observed that period of 3 years is reasonable time of completion of



construction work and delivery of possession. In present complaint, the plot was allotted vide allotment letter dated 19.01.2006 by the respondent, accordingly, taking a period of 3 years from the date of allotment, i.e, 19.01.2006 as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of possession comes to 19.01.2009. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.

(ix) Complainant is insisting upon possession of booked plot only as alternate plot is not available with respondent. Respondent who is in receipt of total amount of ₹ 15,68,125/- since year 2009 has not even made sincere efforts to provide atleast reasonable number of options of alternate plot to choose from. It is the respondent who has failed to develop the booked plot till date. However, no such circumstances have been specified in written statement/ oral arguments which can be relied upon to convince the Authority that physical possession of the booked plot is actually not possible. For reference judgement dated 14.03.2005 passed by **Hon'ble Supreme Court in Appeal (civil) 6306-6316 of 2003 titled as Manager, R.B.I., Bangalore vs S. Mani & Ors.** is relied upon. Relevant part of the judgement is reproduced is follow:-



"The concerned workmen in their evidence did not specifically state that they had worked for 240 days. They merely contended in their affidavit that they are reiterating their stand in the claim petition. Pleadings are no substitute for proof. No workman, thus, took an oath to state that they had worked for 240 days. No document in support of the said plea was produced. It is, therefore not correct to contend that the plea raised by the Respondents herein that they have worked continuously for 240 days was deemed to have been admitted by applying the doctrine of non-traverse. In any event the contention of the Respondents having been denied and disputed, it was obligatory on the part of the Respondents to add new evidence. The contents raised in the letters of the Union dated 30th May, 1988 and 11th April, 1990 containing statements to the effect that the workmen had been working continuously for 240 days might not have been replied to, but the same is of no effect as by reason thereof, the allegations made therein cannot be said to have been proved particularly in view of the fact that the contents thereof were not proved by any witness. Only by reason of non-response to such letters, the contents thereof would not stand admitted. The Evidence Act does not say so.

In Range Forest Officer Vs. S.T. Hadimani [(2002) 3 SCC 25], it was stated: "3\005 In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."



(x) In the present complaint, complainant intends to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18 (1) of the Act. Though, the respondent was ready to offer alternate plot in year 2019 which was never actually offered by respondent. Respondent did not take any serious steps towards allotment of any alternate unit till date. Even in the prevailing situation, complainant has chosen to seek possession of the plot allotted to him and is insisting upon interest for delay in handing over of possession. 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”.

(xi) The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was done on 19.01.2006, due date of possession as explained above in para 20(viii) is 19.01.2009. Now, even after lapse of 15 years respondent is not able to offer possession to the complainant. Respondent has not even specified the valid reason/ground for not offering the possession of the booked plot. Complainant however is interested in getting the



possession of the booked plot. He do not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act clearly come into play by virtue of which while exercising option of taking possession of the apartment the allottee can also demand, and respondent is liable to pay, monthly interest for the entire period of delay caused at the rates prescribed. So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date, i.e., 19.01.2009 to the date on which a valid offer is sent to him after obtaining completion certificate.

(xii) 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;

(xiii) 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. 29.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

(xiv) Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"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".

21. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.85% and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 29.09.2025
1.	₹ 13,50,000/-	19.01.2009	24,47,136/-
2.	₹ 2,18,125/-	08.07.2009	3,84,371 /-
	Total = ₹ 15,68,125/-		₹28,31,507/-
3.	Monthly interest		₹ 13,984/-



22. In respect of relief pertaining to refund of excess EDC charges, it is observed that said amount was paid by the complainant in year 2009 and no objection of any sort was raised to it till filing of present complaint. Moreover, respondent had placed on record letter dated 07.07.2009 issued by DTCP with subject; *'Revised schedule for payment of enhanced component of external development charges (EDC) at revised rates conveyed vide demand notice as referred below'*. Perusal of said letter clearly establishes that there was enhancement in EDC charges and respondent had raised demand for same in consonance of this letter. Hence, no case for refund of excess EDC charges has been made out in the present case.
23. In respect of relief clause (iii), it is pertinent to mention here that Id. Counsel for the complainant has not pressed upon the said relief. In respect of relief clause (v), (vi), (vii) and (viii), Id. Counsel for complainant stated that these are apprehensions on the part of complainant. As such, no documentary evidence has been attached in support of these claims. Hence, no direction is issued against relief clause (iii), (v), (vi), (vii) and (viii).

H. DIRECTIONS OF THE AUTHORITY

24. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of



obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to pay upfront delay interest of ₹ 28,31,507/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount, monthly interest of ₹ 13,984/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

(ii) Complainant will remain liable to pay balance consideration amount to the respondent at the time when possession offered to the complainant.

(iii) The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate, i.e., 10.85% by the respondent/ Promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

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



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NADIM AKHTAR
[MEMBER]