



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

<b>Complaint no.:</b>	<b>748 of 2021</b>
<b>Date of filing:</b>	<b>06.08.2021</b>
<b>First date of hearing:</b>	<b>05.10.2021</b>
<b>Date of decision:</b>	<b>29.09.2025</b>

Sajjan Singh  
S/o Sh. Nawal Singh,  
R/o House no. 128, Jaistambpura  
Village Pathanpunj Tehsil Berla  
District Durg, Chattisgarh-491001

....COMPLAINANT

VERSUS

JOP International Ltd.  
Registered office-45/77, Punjabi Bagh (W),  
New Delhi-110026  
(through its Managing Director/ Chairman/ Director)

.....RESPONDENT

**Present:** - Adv. Kamal Dahiya, Counsel for the complainant through VC.

Adv. Deepika Chaudhary, Counsel for the respondent through VC.

### **ORDER:(NADIM AKHTAR –MEMBER)**

1. Present complaint has been filed on 06.08.2021 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.	JOP Palms, Rohtak, Haryana
2.	RERA Registered/not registered	Registered vide registration no. HRERA-PKL-ROH-448-2023
3.	Details of allotted unit.	B-8, 201, Second Floor, Carpet Area-110.548 sq. mtr.
4.	Allotment letter	29.07.2014
5.	Buyer Agreement	21.07.2015
6.	Deemed date of possession	29.01.2017
7.	Basic sale price	₹34,31,000/-
8.	Amount paid by the complainant	₹23,16,000/-



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

3. Facts of the present complaint are that the "*JOP PALMS*" is a Residential Group Housing Project ("Project") being developed by the Respondent on a parcel of land admeasuring 6.8875 acres situated at Sector 28, Rohtak, Haryana ("Land"). The Director, Town and Country Planning (DTCP), Haryana granted licence for development and construction of the said Group Housing Project vide Licence No. 7 of 2013 ("Licence").
4. That in the year 2012, the Respondent, through various modes of advertisement and publications, extensively promoted the said Project and depicted a rosy picture regarding its timely completion and delivery. Influenced by such representations, the Complainant booked a residential apartment with carpet area admeasuring 110.548 sq. mtrs. (hereinafter referred to as the "Apartment") in the said Project.
5. That during the site visits, the Respondent's representatives and channel partners made several promises and commitments assuring the Complainant that possession would be delivered within the stipulated time if the Complainant invested in the Project. Relying upon these assurances, the Complainant booked the Apartment. A copy of the application form is annexed as Annexure C-1.





6. That the Complainant initially paid a sum of ₹4,00,000/- in cash on 07.04.2012 towards booking of the Apartment. A copy of the receipt dated 07.04.2012 is annexed as Annexure C-2.
7. That thereafter, the Respondent allotted Apartment No. 201, situated on the second floor in Block B-08, 3BHK, with super area of 1450 sq. ft. to the Complainant vide Allotment Letter dated 29.07.2014. The total consideration was fixed at ₹34,31,000/- (including EDC, IDC up to ₹250/- per sq. ft. and one car parking). A copy of the Allotment Letter dated 29.07.2014 is annexed as Annexure C-3.
8. That the Complainant paid a sum of ₹12,37,963/- to the Respondent by 2015, against which receipts were duly issued. Despite receiving more than 35% of the total sale consideration, the Respondent failed to execute an agreement within reasonable time. Copies of receipts are annexed as Annexure C-4 (Colly).
9. That subsequently, the Respondent executed an Apartment Buyer Agreement with the Complainant on 21.07.2015, which contained unilateral, arbitrary, and unfair terms. Clause 34 of the Agreement (at page 8) specifically stipulated that the Project would be completed within 30 months, with a further grace period of 6 months, reckoned from the date of the Allotment Letter i.e. 29.07.2014. Thus, the possession was contractually due by



28.07.2017. A copy of the Agreement dated 21.07.2015 is annexed as Annexure C-5.

10. That to arrange funds, the Complainant was constrained to avail financial assistance from both relatives and bank. By December 2015, the Complainant had paid a total of ₹23,16,500/- (i.e. more than 75% of the total consideration) strictly in accordance with the demands raised by the Respondent. However, at the project site, there was no progress as promised. The Respondent even issued a threatening letter dated 16.11.2014, stating that the Apartment would be cancelled in case of default in payments. Despite making timely payments, the Respondent failed to perform its obligation of construction and timely delivery. A copy of the ledger account is annexed as Annexure C-6.
11. That the Respondent had issued a Construction Linked Payment Plan, under which both parties were bound to adhere to strict timelines. A copy of the payment plan is annexed as Annexure C-7.
12. That as per Clause 34 of the Agreement, the possession of the Apartment was due on 28.07.2017. However, till date, even after a delay of more than four years, the Respondent has failed to deliver possession.
13. That instead of addressing the issue of delay, the Respondent kept on raising demands arbitrarily. By demand letter dated 25.06.2016, the Respondent sought a sum of ₹6,17,128/- and threatened to levy interest @2% per month in



case of non-payment, despite being in default itself in construction. A copy of the demand letter dated 25.06.2016 is annexed as Annexure C-8.

14. That the Complainant had paid 35% of the consideration even before execution of the Agreement. It is pertinent to mention that Section 13(1) of the RERA Act, 2016 prohibits a promoter from accepting more than 10% of the cost of the apartment as advance without first executing a registered agreement for sale.
15. Even after continuous follow-ups, the Respondent failed to adhere to its own commitments. Only vide letter dated 08.07.2021, the Respondent vaguely mentioned that possession would be offered by June 2022, i.e. after an inordinate delay of more than four years, without offering any justification. A copy of the said letter dated 08.07.2021 is annexed as Annexure C-9.
16. In terms of Section 18(1) of the RERA Act, 2016 read with Rule 15 of the Haryana RERA Rules, 2017, the Complainant is entitled to claim interest for the delay in handing over possession, on all amounts paid by him to the Respondent.
17. The Complainant has also suffered grave financial hardship, mental agony, and harassment on account of the false and misleading promises made by the Respondent. However, the Complainant, being a genuine homebuyer, wishes





to continue with the allotment, provided the Respondent delivers possession forthwith and compensates the Complainant by way of interest for the delay.

18. The Respondent further failed to share any authentic and updated information regarding the status of construction and development works, which is a clear violation of Section 19(2) of the RERA Act, 2016.

**C. RELIEFS SOUGHT**

19. That the complainant seek following relief and directions to the respondent:-
- i. To give necessary directions to the respondent for offer possession along with the prescribed rate of interest as per the provisions of Sec. 18 of the RE(R&D) Act.
  - ii. To impose penalty upon the respondent as per the provisions of Section 60 of RE(R&D) Act for willful default committed by them.
  - iii. To impose penalty upon the respondent as per the provisions of Section 61 of RE(R&D) Act for contravention of Sec.12, 13, Sec. 14 and Sec. 16 of RE(R&D) Act.
  - iv. To direct the respondent to refund the amount collected from the Complainant in lieu of interest, penalty for delayed payments under Rule 21(3)(c) of HRERA Rules,2017.
  - v. To issue directions to make liable every officer concerned i.e. Director, Manager, Secretary, or any other officer of the respondent company at whose



instance, connivance, acquiescence, neglect any of the offences has been committed as mentioned in Sec.69 of RE(R&D) Act,2016 to be read with HRERA Rules,2017.

- vi. To recommend criminal action against the respondent for the criminal offence of cheating, fraud and criminal breach of trust under section 420,406 and 409 of the Indian Penal Code.
- vii. To issue direction to pay the cost of litigation.
- viii. Any other relief which this Hon'ble Authority deem fit and appropriate in view of the facts and circumstances of this complaint.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS**

- 20. The respondents submitted a detailed reply on 14.09.2023 contesting the complainants' claims on several grounds.
- 21. That the present complaint is not maintainable in law or on facts before this Hon'ble Authority. The Complainant has sought refund, interest and compensation on account of alleged delay in handing over possession. It is respectfully submitted that under Section 71 of the Real Estate (Regulation and Development) Act, 2016 ("the Act"), read with Rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 ("the Rules"), such claims pertaining to refund, compensation, and interest fall within the exclusive jurisdiction of the Adjudicating Officer and not before this Hon'ble





Authority. The present complaint is therefore liable to be dismissed at the very threshold.

22. The basic cost of the Apartment allotted to the Complainant was ₹34,31,000/-, payable in installments. The Complainant has admittedly paid only about 80% of the total consideration, while the balance amount has remained unpaid despite repeated reminders. A copy of one such reminder is annexed herewith as Annexure R-1.
23. That when the Project, under the name and style of M/s JOP International Ltd., was launched, 387 flats were booked. Out of these, 114 allottees defaulted in making payments of the 2nd and/or 3rd installments despite reminders, thereby creating a serious financial crunch which directly impacted project progress. The Complainant herein also falls in the category of defaulting allottees.
24. The Respondent has received a total sum of ₹56,78,00,038/- from 387 customers. The entire amount has been utilized exclusively for development of the Project. There has been no diversion or siphoning of funds. The year-wise break-up of expenditure of ₹56,16,40,502/-, incurred from FY 2010–2011 to FY 2017–2018 towards land cost, labour charges, building material, statutory fees, bank guarantee charges, brokerage/commission and site expenses, is annexed herewith as Annexure R-2.



25. The Complainant has no locus standi or cause of action to maintain the present complaint. No contravention of the provisions of the Act has been established or even specifically pleaded against the Respondent. The complaint, therefore, deserves outright dismissal.
26. The Complainant was duly provided with the Buyer's Agreement containing all terms and conditions of provisional allotment and had the opportunity to acquaint himself with the same. Clause 8 of the booking terms clearly stipulated that timely payment was the essence of the contract. The Complainant was specifically informed that interest @ 24% per annum would be levied on delayed payments and that failure to clear outstanding dues, along with interest, would result in cancellation of allotment and forfeiture of earnest money and other applicable charges.
27. The Complainant, after fully satisfying himself about the Respondent's capability and after due diligence, voluntarily booked the unit and opted for a partly time-bound payment plan. He had undertaken to make timely payments as per the demands raised under the said plan.
28. The Respondent has acted strictly in accordance with the terms of the Buyer's Agreement. The allegation that possession was delayed is manifestly false and contrary to record. On the contrary, it is the Complainant who has breached



the contract by unilaterally stopping payments since December 2015, without any cause or justification.

29. There has been no delay on the part of the Respondent in execution of the Project. In fact, the Respondent has undertaken substantial development work well before the stipulated timeline. The delay, if any, has been solely due to non-payment of installments by a significant number of allottees, including the present Complainant.
30. The Complainant has deliberately concealed that he has not paid the balance consideration since December 2015 and continues to remain in default of the outstanding amount.
31. In terms of Clause 20 of the Buyer's Agreement, the Respondent is entitled to forfeit earnest money equivalent to 10% of the sale price, along with delayed payment interest, service tax, brokerage, and other non-refundable charges. The balance amount, if any, is refundable only upon resale of the unit. The Complainant cannot, therefore, seek refund or interest contrary to the agreed terms.
32. The present complaint is false, frivolous, vague and devoid of any cause of action. It is nothing but an abuse of the process of law, filed with malafide intent to avoid the contractual liability of making balance payment. The same is liable to be dismissed with exemplary costs.





**E. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT**

33. The learned counsel for the complainant appeared and submitted that despite obtaining the Occupation Certificate (OC), the respondent has not made any formal offer of possession to the complainant in compliance with the Authority's directions. He stated that complainant has already paid a substantial amount of ₹23,16,000/- out of the total sale consideration of ₹34,31,000/-, i.e., about 75%, yet no possession has been delivered. Even now the complainant is ready to pay the balance amount if legally valid offer of possession is made duly supported with occupation certificate and details of receivables and payables. The complainant is entitled for delay possession charges on the amount paid at the prescribed RERA interest. Ld. counsel for complainant submits that the continued failure of the respondent constitutes a clear breach of contract and violation of the Real Estate (Regulation and Development) Act, 2016, entitling the complainant to relief of possession along with interest and compensation. He lastly stated that respondent has not paid the costs/penalty imposed upon him vide previous orders of the Authority.
34. On the other hand, ld. counsel for respondent submitted that the complainant unilaterally stopped payments in December 2015 without justification,



been assured possession, and an occupation certificate has been obtained for the project. He further submitted that the project is being completed with SWAMIH investment fund and the flow of fund is strictly monitored by the SBI managing the SWAMIH Funds of the project. He further submitted that possession cannot be offered to the complainant unless the dues are cleared by the complainant. He stated that an appeal has been filed before the Hon'ble Appellate Tribunal challenging the cost imposed upon him by the Authority vide previous orders. It was further submitted that, due to certain objections, the appeal was earlier reflecting the status of "received but not processed." However, as the said objections have now been removed, the appeal is likely to be listed for hearing in October 2025. The Authority observes that, as on date, there is no stay operating in the captioned complaint. Therefore, the Authority deems appropriate to adjudicate proceedings before this Authority on merits.

#### **F. ISSUES FOR ADJUDICATION**

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



**G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

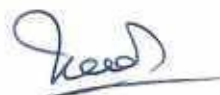
36. The Authority has carefully examined the rival contentions and perused the documents placed on record. It is an admitted fact that a Unit No. 201, B8, Second Floor, 3BHK, Carpet Area- 110.548 sq. mtr. was allotted to the complainant in the project of the respondent namely "JOP Palms, Sector-28, Rohtak, Haryana via an Allotment Letter dated 29.07.2014. Buyer Agreement was executed between the parties on 21.07.2015. Complainant has made payment of ₹23,16,500/- to the respondent out of total sale consideration of ₹34,31,000/-

37. As per clause 34 of the Buyer Agreement;

*"The company shall complete the development/construction of the unit/project within 30(thirty) months from the date of allotment letter, or within an extended period of six months, subject to clause 32 and 33 mentioned above and subject to other buyer making timely payment or subject to any other reason beyond the control of the company"*

A plain reading of Clause 34 makes it abundantly clear that timely delivery of possession is a fundamental obligation of the promoter under the Agreement. Thirty months from the date of the allotment letter dated 29.07.2014 expired on 29.01.2017. The clause further provides for an extension of six months, which is, however, subject to Clauses 32 and 33. For proper consideration, Clauses 32 and 33 are reproduced below:

*32) That the construction of the tower is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the buyers, availability of building material,*





any dispute with the contractor, change of laws by government authorities availability of water supply and/or electric power and/or slow down/depression, strike and/or due to a dispute with the construction agency employed by the company, lockout or civil commotion or any militant action or by reason of war, or enemy action etc, or if non delivery of possession is as a result of any law or as a result of any restrictions imposed by a governmental authority or a delay in the sanction of building/ plans/grant of completion/occupation certificate by any governmental authority or for any other reason beyond the control of the company the company shall be entitled to a reasonable extension of time for delivery of possession of the said premises. No claim by way of damage, compensation shall lie against the company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the company.

33) It is further made clear that if on account of any law, the builder/company is prevented from completing the construction of the said premises or if the builder/company is prevented from delivering possession thereof to the buyer, on account of any action by any third party, or governmental authority, then it will be the sole and entire discretion of the company/builder to challenge the validity, applicability and/or the efficacy of such law and challenge the action by the third party. In such eventuality the money and the advance payments made to the builder/company by the buyer cannot be withdrawn or claimed from the builder/company till the final determination of the said case and that in the event of the company/builder being successful in the said case, the buyer shall be entitled to execution of sale deed as provided herein and delivery and possession of the said premises in accordance with the terms herein. However, in the event the company/builder is unsuccessful in the said case, and the impugned law is not varied or altered, resulting in the legal impediment for delivery of the possession or transfer of title to the said premises, the company/builder shall upon the judgment becoming final, absolute and binding upon the company/builder, pay to the applicant/buyer, the amount of booking money and other payment as had been received from the applicant/buyer, without any interest and compensation whatsoever within such time and in such manner as may be decided by the company/builder which shall be final and binding. It is further made clear that in these eventualities the cost of entire



*litigation or the expenditure incurred in the meeting such legal eventualities will be borne by buyer as well as builder/company in proportional manner.*

A conjoint reading of Clauses 32 and 33 shows that they envisage *force majeure* situations and legal impediments which may, in certain circumstances, justify delay in completion of construction or handing over of possession. The onus, however, squarely lies upon the promoter to establish the occurrence of such contingencies and to demonstrate how the same directly impacted the progress of the project. In the present case, the respondent has neither in its pleadings nor during the course of arguments produced any material, correspondence, government order, or documentary proof to show that any of the conditions stipulated under Clauses 32 or 33 actually arose or caused hindrance in the development of the project or in completion of the complainant's unit. Mere reliance on the existence of these clauses, without substantiating the occurrence of the specified events, cannot absolve the promoter of its contractual obligation to deliver possession within the agreed timeline.

In view of the above, the Authority is of the opinion that the respondent is not entitled to the benefit of an additional six-month extension contemplated under Clause 34. Consequently, the contractual period of 30 months from the





date of allotment, i.e., up to **29.01.2017**, shall be reckoned as the due date for handing over of possession to the complainant.

38. Further, the respondent has raised an objection regarding the maintainability of the present complaint, firstly, on the ground that no cause of action has arisen in favour of the complainant. As already discussed hereinabove, the respondent was under a contractual obligation to hand over possession of the unit by 29.01.2017. Despite the lapse of considerable time thereafter, the respondent has admittedly failed to deliver possession of the unit to the complainant. Such continuing failure on the part of the respondent clearly constitutes a subsisting cause of action in favour of the complainant, giving rise to a valid and maintainable claim before this Authority.
39. Secondly, the respondent has contended that the complainant defaulted in making payments and breached the contract by unilaterally stopping payments since December 2015 without any cause or justification. With respect to this objection, the Authority observes that the complainant had deposited a sum of ₹23,16,000/- out of the total sale consideration of ₹34,31,000/-. However, respondent has failed to hand over possession even after expiry of the due date of 29.01.2017, thereby committing breach of its fundamental contractual obligation. The failure of the respondent to perform its part of the contract disentitles it from alleging default on the part of the





complainant. Accordingly, the Authority finds no merit in the objection raised by the respondent.

40. The Authority has also taken a serious view of the respondent's repeated and deliberate non-compliance with the orders passed in the present complaint. Vide order dated 22.03.2023, the Authority had, for the first time, directed the respondent to offer possession of the unit to the complainant. Thereafter, the same directions were reiterated on several occasions, including on 18.05.2023, 14.09.2023, 07.12.2023, 01.04.2024, 01.07.2024, 30.09.2024, 18.11.2024, 10.02.2025 and 07.04.2025. Despite these repeated opportunities, the respondent has consistently chosen not to comply with the clear directions of this Authority. Such persistent disobedience of orders reflects not merely negligence but a wilful and deliberate disregard of the Authority's mandate. The respondent has attempted to take the plea of having obtained an occupation certificate, as recorded in hearings dated 07.04.2025 and 28.07.2025. However, neither a copy of the said occupation certificate has been placed on record, nor has the respondent disclosed the date of its issuance by the competent authority. Authority is constrained to observe that the respondent's conduct amounts to blatant defiance of the regulatory framework and undermines the very object of the Real Estate (Regulation and Development) Act, 2016, which is to ensure accountability of promoters and



to protect the rights of allottees. Even after lapse of considerable time of 923 days since the first order dated 22.03.2023, no valid possession has been offered to the complainant. Such wilful non-compliance, continuing over a prolonged period, cannot be condoned.

41. Moreover, the complainant has placed reliance on a letter dated 08.07.2021, issued by the respondent, wherein it was categorically communicated that *"As requested by you, we hereby confirm that we will give the possession of your Flat no. B-8/201 in your project at JOP Palms, Rohtak Haryana by the end of June 2022 or any other date at the earliest"*. However, this assurance remained an empty formality. Beyond issuance of the said letter, the respondent made no further communication with the complainant, nor took any concrete steps towards handing over of possession. The Authority finds that such conduct amounts to making hollow promises only to pacify the complainant, while in reality no bonafide intention was demonstrated by the respondent to honor its commitments.
42. The Authority has also perused its previous orders and finds that costs were imposed upon the respondent on several occasions for its repeated non-compliance. The details of such costs, along with the payments made by the respondent, are categorically noted below:



Sr. No.	Cost imposed		Vide order dated	Amount paid by the respondent
	Cost payable to the Authority	Cost payable to the Complainant		
1.	₹5000	₹2000	23.02.2022	1. ₹10090 paid vide reference no. RERA-PKLC169467576
2.	₹10000/-	₹5000/-	14.12.2022	2. ₹5000 paid vide reference no. RERA-PKLC1694674218
3.	₹50,000/-		07.12.2023	3. ₹2,00,000/- paid vide DD reference no. 013493508800
4.	₹1,00,000/-		01.04.2024	
5.	₹5,00,000/-		18.11.2024	
6.	₹5,00,000/-		10.02.2025	
	₹11,65,000 /-			₹215090/-
Amount left to be paid by respondent to the Authority is ₹11,65,000 - ₹2,15,090/- = ₹9,49,910/-				

From the above, it is evident that despite repeated opportunities and sufficient time granted, the respondent has failed to deposit the costs as directed by this Authority. Such persistent failure reflects a deliberate and wilful disregard of the Authority's orders. The outstanding balance of ₹9,49,910/- towards costs remains recoverable from the respondent in accordance with law.

43. The Authority is further of the considered view that once a binding agreement is executed between the parties under the Real Estate (Regulation and Development) Act, 2016 ("RERA"), both parties are equally bound by its terms. Such an agreement is governed not only by its contractual clauses but also by the statutory mandate of the Act. Section 11(4) of RERA casts a clear duty upon the promoter to complete construction and hand over possession to the allottees within the stipulated time provided in the agreement. At the same





time, under Section 19 of the Act the allottees are bound by the reciprocal obligation to make timely payments in accordance with the payment schedule, since timely payments form the financial backbone for completion of the project. In the present case it is observed that the complainant stopped making payments to the respondent-promoter after 2015, whereas the deemed date of handing over possession was 29.01.2017. This indicates that the complainant defaulted in payments for almost two years prior to the agreed date of possession. The respondent states that out of the total 387 allottees, as many as 114 allottees defaulted in payments, which inevitably affected cash flow and the pace of construction. The complainant herein is one of those defaulters. The Authority recognizes that without timely payments from allottees, completion of a project within the stipulated timeframe becomes extremely difficult. Nevertheless, it is also evident that the respondent, despite defaults by several allottees, managed to complete the project with the assistance of SWAMIH funds and claims to have obtained an Occupation Certificate. That shows the respondent's intention to complete the project. However, the fact remains that possession has not yet been formally offered to the complainant. Accordingly, while the complainant cannot be absolved of his default in payments, the respondent must nevertheless substantiate its claim for delay interest by production of full documentary details. For that



purpose the Authority notes that the respondent has not filed a detailed reply supported by documentary evidence. The respondent has not placed on record copies of the demand letters raised upon the complainant, nor has it furnished details of the specific dates on which payments were due from the complainant, thereby evidencing the alleged delay. The respondent has also failed to disclose (i) the date on which the project was brought under SWAMIH funding, (ii) the date on which the project was completed, and (iii) the exact date of grant of the Occupation Certificate. Accordingly, the Authority directs respondent to prepare and hand over to the complainant a detailed statement of account showing the dates of all installments/demand notices issued to the complainant (with copies of each demand letter/invoice), the exact due date and the date of actual payment (when payments were made), the period of delay (if any) in respect of each installment, the method of computation of delayed and the total delay interest claimed from the complainant calculated at the rate prescribed under RERA (i.e., applicable MCLR rate + 2%) within **15 days** from the date of this order.

44. The conduct of the respondent has also been far from satisfactory, as despite repeated directions of the Authority, the respondent has failed to file a proper reply. Even though respondent has verbally submitted that occupation certificate has been received from the competent Authority, but merely



making oral submissions without documentary substantiation cannot discharge the burden of proof in such proceedings. It is also relevant to note that even after receiving substantial amounts (about 75% of the consideration), the respondent has not issued any valid possession letter inviting the complainant to take possession by clearing the outstanding dues. The only reference to such demand is vide order dated 28.07.2025, wherein it was recorded that a demand letter dated 08.07.2025 was issued to the complainant for ₹21,00,000/-. However, this demand letter was without any breakup or head-wise disclosure. As repeatedly held, third-party arrangements like SWAMIH funding cannot override the promoter's statutory obligations under RERA. Any demand raised must be transparent, lawful, and strictly in terms of the Buyer Agreement and the Act.

45. Considering the above circumstances, the Authority is of the view that both parties have defaulted in their respective obligations: the complainant defaulted in making timely payments and is therefore liable to pay interest on such default at the RERA rate (SBI MCLR + 2%), while the respondent defaulted in handing over timely possession and is therefore liable to pay interest for the delay under Section 18 of the Act.
46. Accordingly, the Authority at the cost of repetition directs that the respondent shall, within fifteen (15) days from the date of uploading of this order, send to





the complainant a detailed head-wise Statement of Account (SoA), as already detailed in para-43 above. As the respondent has failed to make a valid offer of possession till date, the complainant shall be entitled to delay interest from the deemed date of possession i.e. 29.01.2017 till the date of this order (29.09.2025) at the rate prescribed under Section 18 of the Act. However, it is made clear that complainant shall be paid delayed possession interest till the date a legally valid offer of possession duly supported with part CC/OC and statement of account is conveyed to him after adjusting the respective dues of the parties, the net balance shall be determined on the basis of the SoA, and upon payment/adjustment of such net dues by the complainant within thirty (30) days of receipt of the SoA, the respondent shall be bound to hand over valid possession of the unit by issuing a possession letter, executing a possession memo and offering registration of the conveyance deed within the next fifteen (15) days.

47. Further, in the present complaint, the complainant 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".*
48. 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;*
49. 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".*

50. 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%.

51. Hence, Authority directs respondents 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 10.85% (8.85% + 2.00%) from the due date of possession i.e. 29.01.2017 to date of valid offer of possession, which is yet to be issued by respondents to complainant. For purpose of calculation delay interest is calculated upto date of this order and for further delay, if any caused by respondents, monthly interest is awarded.
52. Authority has got calculated the interest on total paid amount from due date of possession i.e., 29.01.2017 till the date of order, which works out to ₹21,80,118/- 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 29.09.2025 (in ₹)
1.	2316500	2017-01-29	2180118
<b>Monthly interest-20,658/-</b>			





53. The Authority directs that upon receipt of the statement of account from the respondent, the complainant shall, within **30 days**, pay the outstanding balance. Such outstanding balance shall comprise the total amount payable by the complainant under the agreement, including interest accrued on account of delay/default in payments, after deducting the amount calculated on account of delay in handing over of physical possession by the respondent. Immediately upon clearance of the said outstanding dues by the complainant in accordance with these parameters, the respondent shall forthwith offer and hand over physical possession of the allotted unit to the complainant.
54. Further, with regard to the reliefs sought by the complainant mentioned in Para 19 (ii), (iii), (iv), (v), (vi) of this order, the complainant has neither pressed upon nor argued during the hearing. Therefore, the Authority deems it appropriate not to adjudicate on these reliefs.
55. The complainant is also seeking compensation on account of litigation 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.

#### **H. DIRECTIONS OF THE AUTHORITY**

56. 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

- i. Respondent is directed to offer possession of the unit within next 15 days of clearing the dues as already discussed in Paras 43 to 46 of the order.
- ii. Further respondents are directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainant.
- iii. Complainant will remain liable to pay balance consideration, if any, amount to the respondents at the time of actual possession offered to them in terms of this order of the Authority.



- iv. The rate of interest is chargeable from the complainant by the respondents, in case of default shall be charged at the prescribed rate i.e., 10.85% which is the same rate of interest which the respondents shall be liable to pay to the complainant.
- v. The respondents shall not charge anything more from the complainant except what is decided by the Authority in this order.
- vi. Respondent is directed to pay cost of ₹9,49,910/- payable to the Authority within a week from today.
57. 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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**NADIM AKHTAR**  
**[MEMBER]**