



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1183 of 2023
Date of filing:	26.05.2023
First date of hearing:	08.08.2023
Date of decision:	27.10.2025

Mrs. Sashi Arora
W/o, Pawan Kumar Arora
R/o 4/52A, First Floor Moti Nagar,
New Delhi-110015

Pawan Kumar Arora
S/o Late Sh. C.B. Arora
R/o 4/52A, First Floor Moti Nagar,
New Delhi-110015

....COMPLAINANTS

VERSUS

1. M/s BPTP Limited
Registered office-
M-11, Middle Circle, Connaught Circus,
New Delhi- 110001

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

....RESPONDENTS

had

Present: - Sh. Ashish Chaudhary, Counsel for the complainant through VC
Adv. Hemant Saini, counsel for both the respondents.

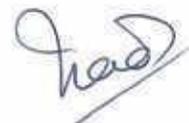
ORDER:(NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 26.05.2023 by 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.	"Park Arena, Parklands, Sector-80, Faridabad"
2.	Nature of the project.	Group housing project
4.	RERA Registered/not registered	Lapsed project



5.	Details of allotted unit.	Unit No.- B-1601, measuring 1382 sq.ft. Initially booked unit was- D-504
6.	Date of booking and application form	30.08.2010
7.	Allotment Letter and re Allotment Letter-	21.11.2010 21.11.2013
8.	Date of Flat Buyer Agreement-	06.02.2012
9.	Deemed date of possession	30.08.2013 (36 months from the date of booking/registration)
10.	Payment plan	Construction linked plan

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

3. That the Respondent launched a multi-storey group housing project under the name and style of "*Park Arena*", forming part of its integrated township "*Parklands*", situated at Sector-80, Faridabad (hereinafter referred to as "*the Project*").
4. That the Complainant, attracted by the representations and assurances of the Respondent, booked a residential apartment in the said Project "*Park Arena, Parklands, Sector-80, Faridabad*" vide application dated 30.08.2010, agreeing to purchase the same for a total sale consideration of ₹41,62,566/-, inclusive of Basic Sale Price, covered parking charges, club membership fees, development charges, enhanced external development charges, and IFMS.



The Complainants paid booking amount of ₹3,59,013/- vide cheque no. 58031 dated 30.08.2010. A copy of the Application/Booking Form along with the said cheque is annexed as Annexure C-2.

5. That thereafter, the Respondent issued an Allotment-cum-Demand Letter dated 21.11.2010, allotting to the Complainant Flat No. D-504, 5th Floor, Tower D, admeasuring super area 1382 sq. ft. The Respondent raised a demand of ₹3,35,606/-, which the Complainant duly paid as per the Respondent's instructions. A copy of the Allotment-cum-Demand Letter dated 21.11.2010 is annexed as Annexure C-3.
6. That subsequently, the Respondent executed a Flat Buyer Agreement with the Complainant on 06.02.2012, governing the terms and conditions of the sale and possession of the said apartment. A copy of the said Agreement is annexed as Annexure C-4.
7. That in furtherance thereof, the Complainant obtained a home loan from *Allahabad Bank* (now *Indian Bank*) and executed a *Tripartite Agreement* dated 06.03.2013 amongst the Complainant, Respondent, and the said Bank. A loan of ₹32,00,000/- was sanctioned to the Complainant vide *Sanction Letter* dated 17.03.2012. True copies of the *Tripartite Agreement* and *Sanction Letter* are annexed herewith as Annexure C-5 and Annexure C-6 respectively.

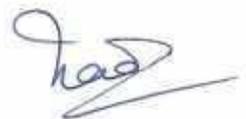
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8. That as per Clause 3.1 of the Flat Buyer Agreement dated 06.02.2012, the Respondent undertook to offer possession of the said apartment within a period of 36 months from the date of booking, with a grace period of 180 days. Accordingly, possession was contractually due by 30.08.2013, being 36 months from the date of booking of flat.
9. That as per the Statement of Accounts dated 20.01.2014 issued by the Respondent, the Complainant had paid a total sum of ₹38,99,487/- out of the total sale consideration. However, the Respondent arbitrarily charged an additional amount of ₹32,485/- towards "interest", despite there being no delay on part of the Complainant. A copy of the Statement of Accounts along with payment receipts is annexed as Annexure C-7 (Colly.).
10. That despite repeated assurances by the Respondent that the construction was in full swing and possession would be handed over by March 2014, the same never materialized. That pursuant to the Tripartite Agreement, the Complainant continued to pay EMIs towards the said loan, which are still being paid till date, despite non-delivery of possession. Due to the delay by the Respondent, the Complainant had to purchase another home through a second loan, resulting in a heavy financial burden of paying two EMIs simultaneously, causing immense financial stress and hardship.
11. That the Complainant repeatedly approached the offices of the Respondent from time to time and addressed several letters between 14.01.2015 to



30.07.2015, but received no satisfactory response. One such reminder letter dated 15.09.2015 is annexed herewith as Annexure C-8.

12. That thereafter, the Complainant, through counsel, issued a *Legal Notice* dated 28.08.2015, calling upon the Respondent to hand over peaceful possession of the unit, but no reply or resolution was received. A copy of the said *Legal Notice* is annexed as Annexure C-9.
13. That even after issuance of the legal notice, the Respondent continued to ignore the Complainant's communications, including the reminder letter dated 15.09.2015, making reference to the pending notice.
14. That from 2015 to 2021, the Complainants made continuous efforts by sending numerous letters and visiting the Respondent's offices seeking resolution, but to no avail. Some officials verbally assured resolution and even proposed settlement; however, no concrete offer was ever made. On one occasion, the Respondent offered an alternate flat, which the Complainant accepted, but the Respondent failed to act further. Copies of communications dated 11.02.2016, 16.02.2016, and 19.02.2016 are annexed as Annexure C-11 (Colly.), and other communications from 2016–2021 are annexed as Annexure C-10 (Colly.).
15. That Clause 6 of the Builder Buyer Agreement empowers the Respondent to charge interest @18% per annum for delayed payments by the buyer. However, the said clause is arbitrary and one-sided. Under Section 2(z) of



the *Real Estate (Regulation and Development) Act, 2016*, the same rate of interest is applicable *mutatis mutandis* to the promoter in case of delay or default. Therefore, the Complainant is entitled to interest @18% per annum from the due date of possession till actual handover of the apartment, calculated on all amounts paid.

16. That the Complainants have never condoned the delay in handing over possession and are entitled to compensation for the delayed period in terms of Section 18 of the RERA Act, 2016. The latest such representation dated 28.02.2022, seeking refund of the entire amount paid, also went unanswered. A copy of the said representation is annexed as Annexure C-12.
17. That since the Respondent has failed to deliver the possession of the apartment and is unable to complete the project, Complainants are entitled for the relief under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, seeking refund of the entire amount paid along with interest and compensation as claimed in the prayer clause hereinbelow.

C. RELIEFS SOUGHT

18. That the complainants seek following relief and directions to the respondents:-

- i. In the event that the registration has been granted to the Respondent-Promoter for the project namely "Park Arena" Parkland, Sector 80 Faridabad, Haryana under RERA read with relevant Rules, it is prayed



that the same may be revoked under Section 7 of the RERA for violating the provisions of the RERA.

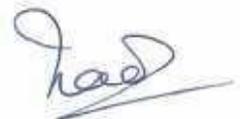
- ii. To compensate the Complainants-Petitioners for the non-handing of possession despite being fully paid, refund the entire amount of ₹38,99,486/- along with interest @ 18% p.a. from dates of respective instalments/realization of the sale consideration by the Respondent;
- iii. To pay compensation of ₹10,00,000/- on account of harassment, mental agony and undue hardship caused to the Complainants-Petitioners on account of deficiency in service and unfair trade practices;
- iv. The complaint may be allowed with costs and litigation expenses of ₹2,00,000/-; or
- v. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

19. Learned counsel for the respondents submitted a detailed reply on 18.12.2023 in the Court pleading therein:

i. Lack of jurisdiction of the Hon'ble Adjudicating Officer

At the outset, it is well settled that the jurisdiction of the Hon'ble Adjudicating Officer under Section 71 of the Real Estate (Regulation and Development) Act, 2016 is confined only to determination of quantum of compensation *after* a violation of the provisions of the Act has been



conclusively established by the Ld. Authority under Sections 31, 35 to 37 of the Act. Therefore, unless there is a prior finding by the Ld. Authority establishing violation, deficiency, or contravention of the Act, the Adjudicating Officer cannot independently adjudicate upon any claim for compensation. The functions of the Authority and the Adjudicating Officer are distinct but harmoniously operable — the Authority first determines the existence of a violation, while the Adjudicating Officer thereafter quantifies the compensation, if any, based on the factors enumerated under Section 72 of the Act. In the absence of any such established violation against the Respondents, the present complaint filed by the complainants is not maintainable before this Hon'ble Adjudicating Officer and deserves to be dismissed at the very threshold.

ii. Preliminary submission regarding respondent no. 2

That the name of Respondent No. 2, Countrywide Promoters Pvt. Ltd., be deleted from the array of parties. Respondent No. 2 is merely a confirming party to the Flat Buyer's Agreement and is neither a proper nor a necessary party to this Complaint. No relief has been sought against Respondent No. 2. Therefore, it is respectfully prayed that the name of Respondent No. 2 be deleted from the array of parties.

20. The Complainants had expressed their interest and willingness to purchase a unit in the Respondents' project "Park Arena". Accordingly, they executed an



application/booking form, a copy of which is annexed as Annexure R1. Pursuant thereto, the Complainants were initially allotted Unit No. D-504-FF, Fifth Floor, Tower D, measuring 1382 sq. ft. super area (tentative) (the "Old Unit"), as per the tentative building plan. The allotment letter dated 21.11.2010 is annexed as Annexure R2.

21. Thereafter, the parties mutually and voluntarily entered into a Flat Buyer's Agreement (FBA) dated 06.02.2012, which clearly defines the contractual relationship between the parties. A copy of the FBA is annexed as Annexure R3. That both the Booking Form and FBA explicitly recognized that the location of the allotted unit was tentative and subject to change. The Complainants also executed an Undertaking and Affidavit, acknowledging and accepting the tentative nature of the unit, copies of which are annexed as Annexure R4 (Colly.)
22. Following finalization of allotments, the Complainants' unit was reallocated from Flat No. D-504 in Tower D to Flat No. B-1601 in Tower B, maintaining the same super area of 1382 sq. ft. The re-allotment was communicated through a re-allotment letter dated 21.11.2013, annexed as Annexure R5. As per the FBA, possession of the unit was to be handed over within 36 months from the date of booking, along with a grace period of 180 days. The Hon'ble Tribunal, Chandigarh, in Emaar MGF Land Ltd. vs. Laddi Paramjit Singh, Appeal No. 122 of 2022, has recognized that the benefit of a contractual grace



period must be allowed, which is reiterated for the present case. Accordingly, the subjective due date for possession, calculated from the date of execution of FBA, was 06.08.2015, subject to force majeure events and timely payment by the Complainants.

23. The construction of the Project faced significant delays due to circumstances beyond the control of Respondent No. 1, including:
- a. Regulation of mining activities: In 2012, pursuant to the directions of the Hon'ble Supreme Court of India, mining of minor minerals (including sand) was regulated. The judgment in Deepak Kumar v. State of Haryana, (2012) 4 SCC 629 is relevant. Mining authorities took substantial time in framing modern concession rules, resulting in scarcity of essential building materials.
 - b. Environmental restrictions: Orders by the National Green Tribunal (O.A No. 171/2013) and the Hon'ble High Court of Punjab & Haryana stayed mining operations, including on the Yamuna River bed (Orders continued until 2018), which severely impacted availability and cost of raw materials.
 - c. COVID-19 pandemic: The nationwide lockdown imposed from 25.03.2020, followed by subsequent lockdowns and curfews, disrupted construction activity, labor availability, and supply chains.



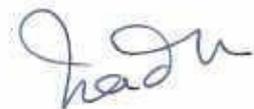
The second wave from 12.04.2021 to 24.07.2021 (103 days) further halted all construction work.

As a result of the above events, a delay of 350 days occurred in the execution of the Project, which falls within the ambit of force majeure under the FBA.

24. Additionally, construction was also affected by delayed payments by the Complainants and other allottees, compelling Respondent No. 1 to infuse additional funds to continue development. Copies of demand letters, payment receipts, and reminders are annexed as Annexure R6 (Colly.)

E. APPLICATION FILED BY BOTH THE PARTIES

25. Complainants have filed an application dated 16.02.2024, wherein it is stated that the present Complaint was earlier listed on 19.02.2023, where Respondent No. 1 had brought cheques amounting to ₹ 90,00,683/- in favor of Indian Bank, against which the Complainants had availed a loan for the unit. The Complainants subsequently requested that the cheques be issued in their favor, having repaid most of the loan. The Hon'ble Authority directed that the home loan account be foreclosed and a no-dues certificate be filed. In compliance, the Complainants foreclosed Home Loan Account No. 50101033133, and the Indian Bank, Dwarka, issued a no-dues certificate dated 20.10.2023, annexed as Annexure A-1. The Complainants submitted the no-dues certificate to Respondent No. 1 via speed post dated 20.12.2023, along with tracking details, annexed as Annexure A-2. In view of the above



facts, documents, and circumstances, complainants prayed that the Respondents be directed to issue the refund cheques in favor of the Complainants for the amount already deposited, along with interest, and that the Complaint be adjudicated in light of the force majeure events and contractual terms.

26. On the contrary, respondent has filed an application dated 01.04.2024, wherein respondent has annexed affidavit, Power of Attorney of counsel for respondent and Letter of Authority dated 24.02.2020. Lastly an application is filed by the respondent on 06.09.2024 for placing on record CA certificate, incorporating the dues payables along with forum 16/TDS certificate marked as Annexure-A.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

27. The learned counsel for the complainant reiterated the basic facts of the case, asserting that the respondent was obligated to hand over possession of the unit to the complainant in 2013. However, the respondent failed to fulfill this obligation. As a result, the complainants are seeking a refund of the amounts paid. Despite repeated requests, the Respondent failed to deliver possession. Consequently, the Complainant seeks refund of the paid amount along with interest. While ₹90,82,500/- has been refunded, an amount of ₹4,41,114/- remains outstanding as interest for delay.



28. On the other hand, learned counsel for the respondent submitted that a sum of ₹90,82,500/- has already been refunded to the complainant which is an acknowledged and accepted fact by the complainant.

G. ISSUES FOR ADJUDICATION

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

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

30. 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 an apartment in the real estate project; "Park Arena, Parklands, Sector 80, Faridabad, Haryana" being developed by the promoter namely; "M/s BPTP Ltd" vide application/booking form dated 30.08.2010. Complainants were allotted Flat no. D-504, admeasuring 1382 sq. ft. vide allotment letter dated 21.11.2010. However, as per averment of respondent and Annexure- R-5 annexed by respondent in his reply book, respondent issued a re-allotment letter to the complainant for change of unit from D-504 to B-1601 on 21.11.2013. Flat buyer agreement was executed between the parties on 06.02.2012. Complainant has paid a total amount of ₹39,31,972/- out of total sale consideration of ₹41,62,566/-. Further, it is also an admitted fact that complainants have already received an amount of ₹90,82,500/- in lieu of

refund of the paid amount and interest on account of delay in handing over of possession.

31. Findings on the objections raised by the respondents.

- a. *The Hon'ble Adjudicating Officer under Section 71 of the RERA Act, 2016 can only determine compensation after the Ld. Authority has conclusively found a violation under Sections 31, 35-37. Without such a prior finding, the Adjudicating Officer has no independent jurisdiction to award compensation.*

The complainants are seeking compensation of ₹10,00,000/- on account of harassment, mental agony and undue hardship caused to the complainants and ₹2,00,000/- as 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.

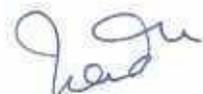


b. Objection regarding impleadment of respondent no. 2 as party to complaint.

With respect to the objection raised by the respondent no. 1 regarding the impleadment of Respondent No. 2 as a party to the Complaint, Authority observed that the Flat Buyer Agreement dated 06.02.2012 was executed between the Complainants, Respondent No. 1 (BPTP), and Respondent No. 2 (Countrywide Promoters Pvt. Ltd.). The Agreement clearly records that both Respondent No. 1 and Respondent No. 2 jointly undertook obligations and responsibilities towards the Complainants in respect of the sale, development, and timely possession of the said apartment. As such, the Complainants have a legal right to seek relief against both respondents, and any liabilities arising under the Agreement, including delay in possession or refund of amounts paid, are jointly and severally enforceable against both Respondent No. 1 and Respondent No. 2. Therefore, the impleadment of Respondent No. 2 as a party is both valid and necessary, and the objection on this ground is without merit.

c. Objection that the Complainants also executed an Undertaking and Affidavit, acknowledging and accepting the tentative nature of the unit.

The Authority is of the view that any such undertaking which seeks to waive the statutory rights of the allottee under the Real Estate (Regulation and Development) Act, 2016 is not legally enforceable. Sections 18(1) and 19(4) of the Act confer statutory rights upon the homebuyer, including the right to



possession within the agreed timeline and compensation in the event of delay. These are mandatory provisions and cannot be overridden by a unilateral undertaking.

The Hon'ble Supreme Court in *Pioneer Urban Land and Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 SCC 725, has held that:

"A clause in a contract which is one-sided, unfair and unreasonable and gives the builder an undue advantage, is against the public interest and cannot be enforced merely because it was signed by the buyer."

In the present case, the complainants had already paid a substantial sum of ₹38,99,487/- towards the total sale consideration. The said undertaking, taken after significant payment appears to be a one-sided document, likely signed under pressure and without any real choice. Accordingly, the Authority holds that the said undertaking/affidavits are **void ab initio**, being contrary to public policy and against the letter and spirit of RERA. Respondents cannot take shelter behind such an undertaking to avoid its contractual and statutory obligations.

d. Objection regarding deemed date of possession.

Admittedly, the Flat Buyer Agreement was executed between the parties on 06.02.2012. As per Clause 3.1 of the Agreement, possession of the flat was to be delivered within 36 months from the date of booking/registration, along with a grace period of 180 days for applying for and obtaining the Occupation

Certificate from the competent authority. Both the Complainants and the Respondents have admitted that the flat was booked through an application/booking form dated 30.08.2010, accompanied by a cheque. Therefore, the Authority deems it appropriate to treat 30.08.2010 as the date of booking. Accordingly, the 36-month period from the booking date expires on **30.08.2013**. . As a matter of fact, the promoter did not apply to the concerned Authority for obtaining completion certificate/occupation certificate within the time limit prescribed by the respondent/promoter in the floor buyer agreement, i.e, immediately after completion of construction works within 36 months. Thus, the period of 36 months expired on 30.08.2013. As per the settled principle no one can be allowed to take advantage of its own wrong. Accordingly, the grace period of 180 days cannot be allowed to the promoter.

e. Objections raised by the respondent regarding force majeure conditions.

The obligation to deliver possession within the period stipulated in the Flat Buyer Agreement, i.e., 36 months from the date of booking/registration form is not fulfilled by respondents till date. The Authority observes that there has been a delay on the part of the respondents in completing the project and handing over possession of the unit to the complainants. The various reasons cited by the respondent, such as issues related to Regulation of mining activities in 2012, pursuant to the directions of the Hon'ble Supreme Court of

India, Environmental restrictions by the Orders by the National Green Tribunal (O.A No. 171/2013) and the Hon'ble High Court of Punjab & Haryana and COVID-19 pandemic imposed from 25.03.2020, followed by subsequent lockdowns and curfews, disrupted construction activity, labor availability, and supply chains are not substantiated with concrete evidence or documentation to support these claims. Therefore, these justifications are not deemed convincing. Thus, contentions of the respondent do not qualify for consideration under the force majeure clause, as the circumstances occurred after the contractual due date for possession and without concrete evidences. Therefore the respondents cannot be allowed to take advantage of the delay on their part by claiming the delay in statutory approvals/directions. So, the plea of respondents to consider force majeure conditions towards delay caused in delivery of possession is without any basis and the same is rejected.

f. Objection that construction was also affected by delayed payments by the Complainants and other allottees, compelling Respondent No. 1 to infuse additional funds to continue development.

Authority is of the view that the complainants opted for a Construction Linked Payment Plan (CLP) and made payments as per the demands raised by the respondents during each construction stage. Additionally, the complainants paid a total amount of ₹38,99,487/-, out of flat's total value of ₹41,62,566/-, indicating that the complainants had already paid 95% of the consideration. The respondent objection, claiming that the complainants are a



defaulter therefore cannot seek relief under RERA, lacks merit. Since the complainants have made maximum payments, there is no default on the complainant's part. The complainant are, therefore, entitled to seek relief under RERA provisions.

32. The facts set out demonstrate that respondents had failed to fulfill their obligation to handover possession by 30.08.2013 i.e. deemed date of possession. In these circumstances, the provisions of Section 18(1)(a) of the Act clearly come into play by virtue of which the complainants are seeking refund of paid amount along with interest on account of default in delivery of possession of booked unit within a reasonable period of time. However, it is also pertinent to mention that complainants had already received an amount of ₹90,82,500/- on account of delay in handing over of possession which is also recorded in last order passed by the Authority dated 28.07.2025.
33. Further, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others " in CIVIL APPEAL NO(S). 6745 - 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right to seek refund of amount paid to the promoter along with interest. Para 25 of this judgement is reproduced below:

"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not



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

34. So, the Authority finds it to be a fit case for allowing refund in favour of complainants. The complainants will be entitled to refund of the paid amount from the dates of various payments till realization. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the



promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

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

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

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

35. 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. 27.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.
36. Hence, Authority directs respondent to pay refund balance amount to the complainants on account of failure in timely delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.85% (8.85% +



2.00%) from the date of various payments till actual realization of the amount.

37. Authority has got calculated the interest on the total paid amount from the date of respective payments till the date of this order i.e., 27.10.2025 at the rate of 10.85% and said amount works out to ₹97,27,190/-. Complainants shall be entitled to further interest on the paid amount till realization beginning from 27.10.2025 at the rate of 10.85%.

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 27.10.2025 (in ₹)
1	359013	2010-09-07	590163
2.	335606	2010-12-06	542707
3.	1937452	2012-03-28	2857752
4.	137314	2012-05-21	200335
5.	350000	2012-05-16	511154
6.	41775	2012-06-02	60799
7.	95000	2012-06-05	138177
8.	73789	2012-06-22	106953
9.	188000	2012-06-22	272495

10.	100053	2012-07-18	144248
11.	249000	2012-07-20	358838
12.	32485	2013-04-29	44082
TOTAL	3899487		5827703

NOTE- The Authority observes that the total amount to be refunded to the complainants has been computed as ₹97,27,190/- (₹38,99,487 + ₹58,27,703). However, it is also an admitted fact that the complainants have already received a refund of ₹90,82,500/- on account of delay in handing over possession, which fact stands duly recorded in the previous order of the Authority dated 28.07.2025. Accordingly, after adjusting the said amount, the Authority deems it appropriate to direct the respondent to refund a balance sum of ₹6,44,690/- (₹97,27,190/- – ₹90,82,500/-) to the complainants.

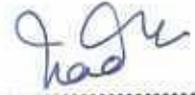
I. DIRECTIONS OF THE AUTHORITY

38. Hence, the Authority hereby passes this order and issues 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 refund the balance amount of ₹6,44,690/- to the complainant and pay further interest beginning from 27.10.2025 till actual realization of the amount at the rate of 10.85%.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017.



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]

