HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	**2804 of 2023**
Date of filing:	**01.01.2024**
Date of first hearing:	**05.02.2024**
Date of decision:	**31.10.2025**

Mr. Vikas Minocha and Mrs. Kokila Minocha
Both R/o Flat No. 311, Lake View Apartment,
Sector-9, Rohini, Delhi-110085.

....COMPLAINANT(S)

VERSUS

TDI Infrastructure Limited through its Managing Director/other Directors
2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place,
New Delhi- 110066. ....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Present: - Mr. Yogesh Goel, Advocate, for the Complainants through VC.
Ms. Samriti and Mr. Jaspreet, Advocate, Proxy for Mr. Shubhnit Hans, Advocate, for the Respondent.

ORDER:

Present complaint was filed on 01.01.2024 by the complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017, for violation or contravention of the provisions of the Act of 2016, or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to 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	Un-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)	K-438
5	Unit area	250 sq. yds. (209 sq. mts.)
6.	Date of allotment	02.05.2008
7.	Date of Builder Buyer Agreement	Not executed
8.	Due Date of Offer of Possession	Not available
9.	Possession Clause	Not available.

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10.	Total Sale Consideration	₹24,47,500/- (As mentioned revised State of Account dated 25.09.2023)
11.	Amount Paid by the Complainants	₹25,15,626/- (Receipts placed at Annexure-II)
12.	Offer of possession	Not given.

B. FACTS OF THE COMPLAINT:

3. Facts of the present complaint are that original allottees namely, Mr. Mayank Goel and Mr. Bhagwan Gupta had booked a residential plot in the project, 'TDI City', Kundli, Sonipat, of the respondent on 22.05.2012 and the same was got transferred in the name of the complainants on 08.07.2013. Copy of endorsement is attached at Page No.21 of the complaint book. Thereafter, allotment of plot no. K-438 having an area of 250 sq. yds. in respondent's project was issued in favour of complainants on 02.05.2008. A copy of the allotment letter is annexed as Annexure-I. Even after a lapse of 14 years, the respondent had not handed over a copy of Builder Buyer Agreement (BBA). The complainants had made payment of ₹25,15,626/- against total sale consideration of ₹24,47,500/-, copies of receipts have been attached at Annexure-II. According to assurance and reassurances of the respondent, the possession was to be handed over by 19.12.2009. Despite receiving the whole amount of consideration, the respondent had neither handed over possession of the plot nor developed the amenities against

which payment had already been made. It has been alleged that the respondent had failed to deliver possession of the plot as per the agreed terms and conditions till date even after a lapse of 19 years. The respondent had failed to fulfill his commitment in delivering the possession of plot from the date of initial booking in the year 2012 till date. Due to the respondents' failure to deliver the plot, the complainants had suffered huge financial losses in terms of steep rise in the prices of the surrounding plots located near the project of the respondent. Therefore, the complainants were left with no other option but to approach this Authority seeking possession of the plot along with delay interest, compensation of ₹10,00,000/- and ₹50,000/- as costs of the present complaint.

C. RELIEF SOUGHT:

4. Complainants in their complaint have sought following reliefs:

i. That the respondent be directed to deliver possession of booked plot at the earliest and to pay delayed possession interest;

ii. That the respondent be directed to pay compensation of ₹10,00,000/- on account of mental agony;

iii. That the respondent be directed to pay ₹50,000/- as costs for the present complaint.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

5. On receipt of notice of the complaint, the respondent filed reply on 19.04.2024, which in brief states that due to the reputation of the

respondent company, the complainants had voluntarily invested in the project of the respondent company namely, TDI City at Kundli, Sonipat, Haryana. Part completion certificate with respect to 927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013 and 22.09.2017. When the respondent Company commenced the construction of the said project, the 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. The provisions of RERA Act are to be applied prospectively. In support of its contention, a judgment, passed by Hon'ble Apex Court in the matter of "Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others in Civil Appeal No.6745-6749 of 2021 is referred to in which it was held that application of RERA Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.

6. That the project was completed way back before the enactment of RERA Act and even possession was offered before the enactment of the RERA Act, so the complainants cannot approach Ld. Authority for adjudication of their grievances. Further, the complaint is barred by limitation as the last payment was made by the complainants in 2007, hence the same is not maintainable before this Authority. The complainants herein are investors and have 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.

7. That vide letter dated 06.06.2018, the complainants were intimated that due to circumstances beyond the control of the respondent company, the originally booked unit could not be offered to the complainant. In the light of this, the respondent company extended an offer to the complainants to either (i) accept an alternative unit, which is ready for possession within the same project, with the sale deed to be registered within 15 days of completion of necessary formalities, or (ii) have the entire deposited amount adjusted against a unit of the complainant's choice in any other project of the respondent company. However, the complainants have not responded or come forward to avail either of these options. A copy of the letter dated 06.06.2018, along with the postal receipt evidencing dispatch, is annexed herewith and marked as Annexure R-1.

8. That the respondent company on various occasions have requested the complainants to visit the office for execution of builder buyer agreement and is now just trying to blame the respondent. It is further denied that possession has always been tentative and subject to force majeure conditions. The allotment letter was unbiased and was duly signed by the complainants only after thoroughly going through it. The payments received from the complainants are not denied.

9. That the complainants have failed to annex any documentary evidence in support of the allegations made against the respondent company regarding the purported booking in the said project. In view of the foregoing, it is submitted that no cause of action has arisen in favour of the complainants to institute the present complaint.

E. REJOINDER FILED BY THE COMPLAINANTS:

10. Learned counsel for complainants has filed rejoinder on 05.08.2024 wherein submitted that no completion certificate has been received for the project in which the allotted plot is located. If the project was indeed complete, then possession should have been handed over to the complainants by now. He has further submitted that the respondents are taking contradictory stands without any legal merit and have failed to produce any cogent evidence to support its claims. The alleged part-completion certificates are denied for want of knowledge and since no relevant documents have been filed, the complainants reserve the right to respond in detail once such documents are produced. It is also noteworthy that if such certificates exist, the delay in offering possession remains unexplained. The respondent cannot be permitted to take inconsistent positions. Learned counsel for complainants submitted that the objection regarding maintainability of the present complaint on the ground that the booking was made prior to the commencement of the RERA Act, 2016, is wholly misconceived and untenable in law as the Hon'ble Supreme Court in

'*Newtech Promoters and Developers Pvt. Ltd. vs. State of U.P. & Others*', Civil Appeal Nos. 6745–6749 of 2021, decided on 11.11.2021, has categorically upheld the applicability of the RERA Act to ongoing projects, thereby settling the issue of its retrospective or retroactive operation. The relevant portion of the judgment clearly states that promoters cannot claim vested rights to the detriment of allottees, and that the Act is meant to protect homebuyers left in a helpless and uncertain position. In support of his contention, reliance on '*Jay Mahakali Rolling Mills vs. UOI and Ors.*' of Hon'ble Apex Court and '*Babu Lal Gupta and Anr vs. M/s New look Builders and Developers Pvt Ltd*', in Complaint no.5768 of 2022 passed by this Court, have been placed on record. Without prejudice to the above, it is further submitted that the respondent's claim regarding the alleged completion of the project is denied in toto as no valid Completion Certificate has been placed on record. The possession of the allotted unit has never been offered to the complainants, either before or after the enactment of the RERA Act. The respondent's contradictory stand on one hand claiming that the project is complete and on the other hand alleging that an alternative plot was offered due to reasons beyond their control, is self-defeating and devoid of merit. The respondent cannot be permitted to blow hot and cold at the same time. In view of the above, it is most respectfully submitted that the objections raised by the respondent deserve to be rejected and the present complaint is very much maintainable under the provisions of the RERA Act,

2016. It is further denied that the complainants are merely investors seeking speculative gains as the RERA Act, 2016, does not recognize the term "investor" nor does it differentiate between end-users and buyers purchasing for investment. As per Section 2(d), all allottees are treated equally. Moreover, any aggrieved person has the right to file a complaint under Section 31 of the Act, 2016. Therefore, the complaint is fully maintainable and cannot be dismissed on this ground. It is submitted that merely citing "Force Majeure" or "reasons beyond control" does not justify the delay in offering possession. The complainants never received the alleged letter dated 06.06.2018 and the respondent has failed to produce any evidence of its delivery. Even otherwise, the said letter does not offer any alternate plot or provide valid reasons for the failure to deliver possession. The respondent has vaguely referred to unspecified reasons beyond its control but have not disclosed or substantiated what those reasons are. Such vague and unsupported claims cannot be accepted as justification for the delay.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT:

11. During oral arguments learned counsel for the complainants has argued that complainants had paid ₹25,15,626/- in full for plot no. K-438 in the respondent's project, "TDI City", with possession promised by 19.12.2009. However, even after 19 years, the respondent has neither handed over possession nor developed the promised amenities. Despite repeated

requests, the Builder Buyer Agreement was never provided, showing a clear lack of transparency. This delay has caused serious financial loss to the complainants due to rising property prices. The respondent's actions amount to a breach of contract and deficiency in service. He has further argued that the respondent has failed to produce any valid Completion Certificate for the project, clearly indicating that the project is incomplete. If the project was truly complete, possession should have been handed over to the complainants by now. Furthermore, the respondent's contradictory claims, on one hand asserting project completion and on the other hand offering an alternative plot without valid reasons, are baseless and legally untenable. These inconsistent positions lack any cogent evidence and cannot be accepted. The complaint is fully maintainable under the RERA Act, 2016, as upheld by the Supreme Court in '*Newtech Promoters vs. State of U.P.* (2021)', which applies RERA provisions to ongoing projects regardless of the booking date. The Act protects all allottees equally, without distinguishing between end-users and investors. He has further argued that the respondent's vague and unsubstantiated reliance on "force majeure" or "reasons beyond control" cannot excuse the delay in possession. The complainants never received the alleged letter dated 06.06.2018 regarding alternative possession, and no valid explanation has been offered. Therefore, the complainants are entitled to possession and relief under Section 31 of the RERA Act, and the objections raised by the respondent should be rejected.

Learned counsel for the complainants has insisted upon possession of booked plot alongwith delay interest stating that the respondent despite availing opportunities has not offered them a similarly placed alternative plot.

12. Learned counsel for the respondent reiterated arguments as were submitted in the written statement and further submitted that despite the ongoing dispute with the landowners, as already mentioned in the reply the respondent made multiple attempts to resolve the matter by holding meetings with the landowners, seeking their cooperation to complete the development of the said land. However, these efforts proved unsuccessful. Consequently, the respondent was left with no option but to issue legal notices to the landowners. He has further submitted that no alternative plot/un-allotted plot with clear title is available in the inventory of respondent company and option left is to award refund of paid amount to the complainants.

G. ISSUES FOR ADJUDICATION

13. Whether the complainants are entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

14. The Authority has gone through the rival contentions. In the 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 the plea raised by the respondent that provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 02.05.2008 when the original allottees were allotted plot no. K-438, TDI City, Kundli; it is observed that the 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*

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> *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.*
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> *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 complainants are "speculative buyers" who have 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, they are 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, complainants are an aggrieved person who have 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;*

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of allotment letter dated 02.05.2008, it is clear that the complainants are "allottees" as plot bearing no. K-438 in the Real Estate Project of the respondent namely, "TDI, City, Kundli", Sonipat, was allotted to them 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 the promoter that allottees being investors are not entitled to protection of this Act also stands rejected.

(iii) Respondent has also taken objection that the 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.

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(iv) Admittedly, complainants in this case had purchased the booking rights qua the plot in question in the project of the respondent in the year 2008 from the original allottees against which an amount of ₹25,16,626/- already stands paid to the respondent. Out of said paid amount, last payment of ₹1,09,125/- was made to respondent on 06.07.2009 by the complainants 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.

(v) 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 complainants. With respect to status of handing over of possession, the respondent vide letter dated 06.06.2018 has already expressed its inability to provide possession of originally booked plot to the complainants and offered to either choose any alternate plot in same project or adjustment of entire paid amount in any other project but the complainants 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 complainants 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 efforts went in vain. In continuation of it, legal notices of year 2023-2024 were sent to landowners stating therein *"We also request you to allow us to complete development of the said land, as per our right and entitlement in terms of the said collaboration agreement executed between us so as to give a complete developed shape to the township-TDI City, Kundli. Please treat this as final intimation in discharge of our obligation as undertaken by us, in terms of the said collaboration agreement dated 12.07.2005 executed between us and expect that you will also discharge your obligations accordingly"*. Except issuance of legal notices that too in the year 2023-2024 respondent has not taken any effective step towards interest of allottees. Moreover, the dispute is between the respondent and landowners. No litigation or any other proceedings is pending towards said dispute which operates as stay for the affected portion of land. It has not been established by the respondent that the offer of a booked plot is not possible due to some genuine reliable circumstances. Respondent has pleaded that Part Completion Certificates for the 927 acres have already been received but it is not specified in the written statement as to whether the plot of complainants gets covered in said Part Completion Certificates or not? At this juncture, it is pertinent to highlight the content of letter dated

06.06.2018 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 that respondent without specifying any concrete reason/justification expressed its inability to deliver possession of plot to the complainants. Complainants filed this complaint in the year 2024, i.e., after the 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 complainants 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 a booked unit is not possible.

(vi) Authority observes that the allotment letter for the plot in question was issued to complainants on 02.05.2008. But Builder Buyer Agreement has not been executed till date and there is no clause pertaining to the deemed date of possession in the allotment letter. In absence of a 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

Appellate 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 three years is reasonable time of completion of construction work and delivery of possession. In the present complaint, the plot was allotted vide allotment letter dated 02.05.2008 by the respondent, accordingly, taking a period of three years from the date of allotment, i.e, 02.05.2008 as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of possession comes to 02.05.2011. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification.

(vii) The complainants are insisting upon possession of booked plot only as alternate plot is not available with the respondent. Respondent who is in receipt of a total amount of ₹25,16,626/- since the year 2009 has not even made sincere efforts to provide at least a 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. The law point is that facts not specifically pleaded are not considered and the burden of proof lies on the party making the claim. Therefore, if a party fails to specify circumstances in their written statement or oral arguments that show physical possession of a booked plot is not possible, they cannot rely on those unspecified circumstances to convince the Authority that possession is impossible. The party would need to provide specific facts and evidence to demonstrate this impossibility. For reference judgement dated 16.09.2025 passed by Hon'ble Bombay High Court in ***Criminal Revision Application No.108 Of 2023 titled as "Romell Housing Llp vs Sameer Salim Shaikh",*** is relied upon, in which it is held that "*In law, oral assertions without supporting physical acts cannot displace settled possession proved by continuous conduct.*"

(viii) In the present complaint, the complainants intend to continue with the project and are seeking delayed possession charges as provided under the proviso to Section 18(1) of the Act. Though, the respondent was ready to offer an alternate plot in the year 2018 which was never actually offered by respondent. The respondent did not take any serious steps towards allotment of any alternate unit till date. Even in the prevailing situation, complainants have chosen to stay with the project and seek possession of the plot allotted to them and are insisting upon interest for delay in handing over possession of the plot.

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Section 18 - Return of amount and compensation

"(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) *in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

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.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

(ix) The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was done on 02.05.2008, due date of possession as explained above in para 14(vii) is 02.05.2011. Now, even after the lapse of fifteen years, the

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respondent is not able to offer possession to the complainants and has not even specified the valid reason/ground for not offering the possession of the booked plot. Complainants however are interested in getting the possession of the booked plot. They do not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act, 2016, clearly come into play by virtue of which while exercising the option of taking possession of the plot 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 complainants are entitled for the delay interest from the deemed date of possession i.e. 02.05.2011 to the date on which a valid offer is sent to him after obtaining completion certificate.

(x) 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*

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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;

(xi) Consequently, as per the 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. 31.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

(xii) 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".

14. 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 31.10.2025
1.	₹25,16,626/-	02.05.2011	₹39,62,648/-
2.	Monthly interest		₹23,191/-

15. In respect of execution of conveyance deed, it is observed that respondent is liable to get it executed as per Section 11(4)(f) of the RERA Act, 2016, which provides that the promoter shall:

> *"execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act."*

Further, Section 17(1) of the Act mandates that:

> *"The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*
>
> *Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section*

shall be carried out by the promoter within three months from date of issue of occupancy certificate."

16. In the light of the above-stated statutory provisions, the Authority finds that respondent is duty bound to execute the conveyance deed, as statutorily required under Section 17(1) of the RERA Act, 2016. Therefore, the Authority directs the respondent to execute the registered conveyance deed in favour of the complainants-allottees in compliance with Section 11(4)(f) and Section 17(1) of the RERA Act, 2016.

17. The complainants are seeking compensation on account of mental agony, torture, harassment caused for delay in possession, deficiency in services and cost escalation. 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 and litigation charges under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016, which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72 of the Act, 2016. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

18. 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 respondent/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 ₹39,62,648/- as calculated above in Para 14 of this order to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount of ₹25,16,626/-, monthly interest of ₹23,191/- shall be payable by the respondent to the complainants up to the date of actual handing over of the possession after obtaining occupation certificate. Respondent is further directed to get conveyance deed executed in favour of complainants within 90 days of actual handover of possession of plot to the complainants.

(ii) Complainants will remain liable to pay balance consideration amount, if any, to the respondent at the time when valid possession is offered to the complainants.

(iii) The rate of interest chargeable from the allottees by the respondent/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 respondent/promoter shall be liable to pay to the allottees.

19. With above directions, case is **Disposed of**. File be consigned to the record room after uploading of the order on the website of the Authority.

(CHANDER SHEKHAR)
MEMBER

31.10.2025
Narinder Kaur
(Law Associate)