



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	903 of 2024
Date of Filing:	09.07.2024
First Date of Hearing:	20.08.2024
Date of Decision:	21.11.2025

Om Wati
R/O House No.75, Sector-74,
Village Mirzapur Nimka,
District Faridabad, Haryana.

....COMPLAINANT

VERSUS

Haryana Shehri Vikas Pradhikaran
through its Estate Officer, Faridabad,
HSVP Office Complex, Sector -12,
Faridabad, Haryana.

....RESPONDENT

Coram: Sh. Chander Shekhar Member

Present: - Mr. Dev Raj, Advocate, for the Complainant.
Mr. Arvind Seth, Advocate, for the Respondent through VC.

ORDER:

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Present complaint dated 09.07.2024 has been filed 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 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, details of sale consideration, 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	Sector-76, Faridabad
2.	Nature of the Project	Residential
3.	RERA Registered/not registered	Un-registered
4.	Details of the Unit	Plot no. 31
5.	Date of Allotment	29.08.2022
6.	Date of Builder Buyer Agreement	Not available
7.	Possession clause (Clause 4 and 5 of the allotment letter)	<i>The possession of the plot is hereby offered to you which will be delivered physically after you apply the same. After taking the physical possession of the plot by you, HSVP will not be responsible for any kind of encroachment and third litigation party pertaining to the</i>

		<i>plot. In case possession of the plot is not delivered by HSVP within 30 days after receipt of the application, HSVP will pay interest @ 5.5% (or as may be fixed by Authority from time to time) on the amount deposited by you till the date of delivery of possession. However such interest shall be payable for the period calculated after the expiry of 30 days as aforesaid and till the date of offer of possession.</i>
8.	Due Date of Possession	21.05.2023 (as per clause 4 and 5 of allotment letter dated 28.03.2023)
9.	Basic Sale Consideration	₹1,60,58,100/-
10.	Amount paid by complainant	₹1,61,32,341/-
11.	Offer of Possession.	28.03.2023

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Facts of the complaint are that the respondent invited bids for allotment of residential plots. The complainant interested in having a residential plot for her family applied for it. She was allotted Plot no.31 in Sector-76, Urban Estate, Faridabad measuring 224.82 sq. mtr. being the highest and successful bidder. As per the Letter of intent (LOI) dated 29.08.2022, the total sale price of the plot was fixed as ₹1,60,58,100/-. Thereafter the complainant complied with the terms and condition of the Letter of Intent and made the

entire payment for the plot in question to the respondent by 10.01.2023, for which a copy of the statement of account is attached as Annexure C-2, Page no.23 and 24 of the complaint book. As per clause 5 of the Letter of Intent dated 29.08.2022, the allotment letter was to be issued by the respondent on making 100% payment of the bid amount and despite the fact that complainant made the entire payment by 10.01.2023, still the respondent failed to issue Letter of Allotment to the complainant. After waiting for a reasonable time, the complainant vide letter dated 22.02.2023 requested to issue her the Letter of Allotment for the plot in question. Thereafter the respondent issued the Letter of Allotment dated 28.03.2023 i.e after almost 3 months of making the entire payment by the complainant. Possession of the plot was to be delivered after the complainant will apply for the same. In case the possession is not delivered by HSVP within a period of 30 days after the receipt of the application, HSVP will be liable to pay interest @5.5% on the amount deposited by you till the date of delivery of possession. Meaning thereby the respondent should have offered possession of the plot in question by 21.05.2023. However, the respondent failed to offer possession within stipulated time.

4. That clause 4 and 5 of the allotment letter are arbitrary and illegal to the extent that it requires the allottee to apply for the physical possession of the plot despite making the 100% payment of the consideration amount for the plot. It is submitted that once the entire payment has been made by the allottee, it defies all logic, as to why there is a requirement for the allottee to apply for

the physical possession of the plot. In fact, it is the duty of the respondent to handover the physical possession of the plot to the allottee, once the entire consideration amount stands deposited by her. Still, vide letter 20.04.2023, the complainant applied for possession of the plot to the respondent and the same was rejected by the respondent on 24.04.2023 with remarks 'no development at site.'. A copy of the rejection dated 24.04.2023 is annexed herewith as Annexure C-5. The complainant vide letter dated 08.12.2023 again requested for physical possession of the plot and also requested the respondent to pay interest against the full payment of plot but to no avail. A copy of the letter dated 08.12.2023 is annexed herewith as Annexure C-6. From the above facts, it is evident that till date the respondent has miserably failed to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment way back in January 2023. It is submitted that due to non-development of the site and failure of the respondent to deliver actual, valid and legal physical possession of the plot, the complainant is suffering financially due to escalation in cost of construction material. The respondent has been utilizing a huge amount of ₹1,61,32,341/- paid by the complainant during the period July, 2022 till 10th January, 2023 and still she is empty handed as possession of the plot has not been handed over till date.

5. It is worth mentioning here that in case of delay in making the payment by the allottee, the respondent charges interest at the rate of 15% for the delayed period. The Complainant in the present case has also paid interest

@15% amounting to Rs.74,241/-. There is clear deficiency in service and violation of terms and conditions of Letter of Intent as well as Allotment Letter issued by the respondent and also provisions of the Real Estate (Regulation & Development) Act, 2016 and the rules framed thereunder. Thus, the complainant has filed a present complaint seeking possession of the plot bearing no. 31, Sector-76, Faridabad, along with delay interest for the delay caused in delivery of possession.

C. RELIEF SOUGHT

6. In view of the facts mentioned above, the complainant prays for the following reliefs:-

- i. To direct the respondent to hand over actual, legal and valid physical possession of the plot, after completing all development works, to the complainant;
- ii. To direct the respondent to pay interest for delayed possession at 10.85% (8.85% SBI highest MCLR + 2%), as provided under proviso to Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017) to the complainant on the entire deposited amount of ₹1,61,32,341/- with effect from 10-02-2023 till legal and valid physical possession of the plot in question is handed over;
- iii. Any other relief, which this Hon'ble Authority may deem fit, in the facts and circumstances of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

7. Learned counsel for the respondent filed detailed reply on 21.04.2025 pleading therein, that the Complainant has participated in the e-auction conducted by the answering respondent for auction of residential plots held on 08.07.2022 and the complainant after assessing the grounds related to the said e-auction submitted the bids for the residential plots. Letter of Intent was issued to the complainant on 29.08.2022. As per the said Letter of Intent, complainant was required to deposit the another 15% of the quoted bid of ₹24,08,715/- and the remaining amount of 75% i.e. ₹1,20,43,575/- was required to be paid in lump sum without interest within a period of 120 days from the date of dispatch of said Letter of Intent to the Complainant and the same has been deposited on 10.01.2023 . It is further submitted that the offer of possession was issued to the complainant vide letter dated 28.08.2023. Copy of offer of possession dated 28.08.2023 is annexed as **Annexure R-1**. The allotment was made to the complainant by the answering respondent in terms of the Haryana Urban Development (Disposal of land and buildings) Rules and Regulations 1978, which has been enacted under the Haryana Urban Development Authority Act, 1977. It is to bring to the kind notice of this Hon'ble Authority that the said Haryana Urban Development Authority Act, 1977 was received the assents of the President of India on 30.04.1977,

therefore, the jurisdiction to entertain the present complaint is barred under the provisions of the HRERA Act, 2016 which came into existence much later to the Haryana Urban Development Authority Act, 1977. The provisions of RERA Act, 2016 are not applicable in the cases where the land has been developed by way of acquisition under the Land Acquisition Act and thereafter it has been developed under the provisions of Haryana Urban Development Authority Act, 1977. The HUDA Act, 1977 has been enacted by the State Legislature vide Haryana Act No. 13 of 1977 with the aim and object to constitute a statutory authority in place of department of urban estate for ensuring the speedy and economic development of urban areas in the State of Haryana. The areas which have been developed under the provisions of HUDA Act, 1977 do not come under the purview of the HRERA Act, 2016. Therefore, The present complaint filed by the Complainant is liable to be dismissed.

8. The complainant participated in the auction and submitted the bid, thereafter the plot was sold as per the terms of the allotment letter dated 28.03.2023. Therefore the condition of the allotment letter has been accepted without any objection. If there is any delay then the interest has to be given only as per the terms & conditions of the allotment letter.

9. That the development of Sector-76, Faridabad was started much prior to the enactment of HRERA Act, 2016, therefore, this Authority has no jurisdiction to entertain the present complaint in view of the Hon'ble Supreme

Court of India judgment titled as "M/s Newtech Promoters and Developers Pvt. Ltd Versus State of UP and others" in Appeal Case Nos. 6745- 6749 of 2021 decided on 11 November, 2021.

E. REJOINDER FILED BY THE COMPLAINANT

10. The Complainant has filed a rejoinder dated 19.08.2025 in which it is submitted that the letter dated 28-03-2023 vide which the offer of possession was issued by the respondent is nothing but an eye wash and an attempt to mislead this Authority. The contents of the alleged letter dated 28-3-2023 are similar to Clause 4 of the allotment letter dated 28-3-2023 (Annexure C-4). It is further submitted that the complainant on 20-04-2023, had applied for physical possession of the plot and the same was rejected by the respondent on 24-4-2023 with remarks that 'no development at site' copy of rejection letter/website is attached as (Annexure C-5). Further, the complainant vide letter dated 08-12-2023 again requested for physical possession of the plot and requested the respondent to pay interest against the full payment of plot but no avail copy of reminder is attached as (Annexure C-6). The respondent has miserably failed to rebut the above factual position qua the rejection of handing over of the possession of plot in question due to non-development at site, which shows that till date the respondent has not completed the development works and is not in a position to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment of ₹1,61,32,341/-

way back in January, 2023, which fact has been duly admitted by the respondent in its reply. Thus, the letter dated 28-3-2023 allegedly vide which the offer of possession was issued by the respondent is without any basis and lacks merit. The contention of the respondent in its reply that the jurisdiction of the Hon'ble HRERA is barred since the project has already been completed before coming into force of the RERA Act, 2016 is highly incorrect, wrong and not sustainable in the eyes of law. No documents/evidence about completion of the project before coming into force of RERA Act, 2016 have been placed on record by the respondent. Again the Complainant vide letter dated 8-12-2023 requested for physical possession of the plot along with interest against the full payment of plot but no avail (Annexure C-6). Thus, it is evident that till date the Respondent has miserably failed to provide the physical possession of the plot in question despite the fact that the complainant made the entire payment way back in January, 2023. Therefore, the contention of the respondent that the project was completed prior to coming into force of RERA Act, 2016 is highly incorrect.

Csh 11. The contentions of the respondent that the areas developed under the HUDA Act, 1977 do not come under purview of the RERA Act, 2016 and that HUDA Act, 1977 prevails over the RERA Act, 2016 unless and until the former is repealed by the Parliament under Article 254 of the Constitution of India, are misconceived, incorrect and hence, denied. It is submitted that the

Real Estate (Regulation and Development) Act, 2016 is a Central Act, enacted by the Parliament and came into force after assent was accorded by the President of India. Further Sections 88 and 89 of the RERA Act, 2016 read as under:

"Section 88. Application of other laws not barred.-The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force.

Section 89. Act to have overriding effect.-The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force"

12. From above it is evident that the provisions of the RERA Act, 2016 shall be in addition to, and not in derogation of the provisions of any other law for the time being in force. Furthermore, Section 89 provides that the provisions of the RERA Act, 2016 shall have the effect, notwithstanding anything inconsistent therewith, contained in any other law for the time being in force. It is a settled law that if two enactments conflict and both contain a non-obstante clause, indicating its overriding effect, then the latter enactment prevails over the former enactment. The aims and objectives of HUDA Act, 1977 and RERA Act, 2016 are thus distinct and separate. Further, the Government of Haryana has never challenged applicability of RERA Act, 2016 and have rather framed Rules and Regulations under the RERA Act, 2016.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

13. During the course of arguments, learned counsel for the complainant argued that as per the terms of the letter of intent dated 29.08.2022, the complainant had made the entire payment on 10.01.2023. As per clause 5 of the Letter of Intent dated 29.08.2022, the allotment letter was to be issued by the respondent on making 100% payment of the bid amount and despite the fact that complainant made the entire payment by 10.01.2023, still the respondent failed to issue Letter of Allotment to the complainant. After waiting for a reasonable time, the complainant vide letter dated 22.02.2023 requested to issue her the Letter of Allotment for the plot in question. Thereafter the respondent issued the Letter of Allotment dated 28.03.2023 i.e after almost 3 months of making the entire payment by the complainant on 10.01.2023. As per clause 4 and 5 of the allotment letter, possession of the plot was to be delivered after the complainant applied for the same. In case the possession is not delivered by HSVP within a period of 30 days after the receipt of the application, HSVP will be liable to pay interest @5.5% on the amount deposited by the complainant till the date of delivery of possession date. Therefore, the complainant vide letter dated 20-04-2023, had applied for possession of the plot to the respondent and the same was rejected by the respondent on 24-04-2023 with remarks 'no development at site.'. A copy of the rejection dated 24-04-2023 is annexed, herewith as Annexure C-5. Thereafter, the complainant again vide letter dated 08.12.2023 applied for physical possession of the plot and also requested the respondent to pay interest against

full payment of plot but the respondent failed to do so. Ld counsel for the complainant also submitted that it has been 2.5 years when the complainant applied for physical possession but till date she is empty handed despite making an amount of ₹1,61,32,341/- . Therefore, respondent is liable to give physical possession alongwith delay interest from the date of payment till date of giving possession at the rate of interest of SBI highest marginal cost of lending rate (MCLR)+ 2 %. Further, he has placed on record copies of the orders passed by this Authority in Complaint nos.732 of 2020 and 1700 of 2022 for reference.

14. Learned counsel for the respondent reiterated the arguments as were submitted in reply . He further argued that possession was offered by HSVP in August 2023, but the complainant has neither taken possession nor the complainant has not annexed any document after the year 2023 that as to why he has not taken possession till date. Further, he submitted that the development of Sec-76, Faridabad was started prior to RERA Act, 2016, therefore, this Authority has no jurisdiction to entertain the present complaint.

G. ISSUES FOR ADJUDICATION

Csa 15. Whether the complainant is entitled to possession of the booked unit along with delay interest in terms of Section 18 of Act of 2016?

H. Findings on the objections raised by the respondent.

H-I. Objection regarding jurisdiction of this Authority to entertain the present complaint.

16. One of the averments of respondent is that provisions of the RERA Act of 2016 will not apply on the projects completed prior to coming into force of RERA Act, 2016. In this regard, on perusal of allottee application status detail dated 24.04.2023 of the Junior Engineer, HSVP, Faridabad annexed as Annexure C-5 of the complaint, the Authority observes that the application status clearly states that there is 'no development at site'. This shows that the development works are still not complete at site and the argument of the respondent that the project was completed prior to coming into force of RERA Act, 2016 is not accepted. Thus the project of the respondent-promoter falls within the definition of ongoing projects.

17. Further, the Authority observed that after the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. The Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of agreements between the parties. In the present case, allotment of residential plot was made to the complainant vide allotment letter dated 28.03.2023 i.e., after coming into force of RERA Act, 2016. Thus, the Authority has jurisdiction to decide disputes between builders and buyers strictly in accordance with terms of allotment agreed between the parties in the allotment letter issued to the complainants.

18. Allotment of plot to complainant is admitted by the respondent. Thus, terms agreed between the parties in said allotment letter is binding upon both the parties. As such, the respondent was under an obligation to hand over

possession on the deemed date of possession as per allotment letter dated 28.03.2023 and in case, the respondent failed to give possession on the deemed date of possession, the complainant is entitled to delay interest at prescribed rate u/s 18(1) of RERA Act.

H-II. Objection regarding applicability of provisions of RERA Act, 2016 where land has been developed under the provisions of HUDA, Act, 1977.

19. Ld counsel for the respondent contended that the provisions of RERA Act, 2016 are not applicable in the present case, where the land has been developed by the government developer (HUDA) under the provisions of HUDA Act. 1977 and RERA Act is applicable only in cases where the flats and plots buyers have grievances against the private developers.

20. Before adjudicating upon said issue, Authority considers it important to refer to the Preamble of RERA Act, 2016 and has reproduced below for reference:

"Preamble: An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the adjudicating officer and for matters connected connected therewith or incidental thereto."

Cst

21. It is a settled principle of interpretation that the preamble is an introduction of a statute and states main aims and objects of enacting a statute. The preamble provides that it shall be the function of the Authority to ensure sale of plot, apartment or building in an efficient and transparent manner and to protect the interest of consumers in the real estate sector by establishing a mechanism for speedy dispute redressal. The Real Estate (Regulation and Development) Act, 2016 basically regulates relationships between buyers (i.e. allottee) and seller (i.e. promoter) of real estate i.e. plot, apartment or building, as the case may be and matters incidental thereto. Hon'ble Bombay High Court in the case "**Neelkamal Realtors Suburban Pvt. Ltd. and Ors. v. Union of India and Ors.** 06.12.2017-BOMHC" observed as below:

"In my opinion RERA does not fall under Entry 42 in List III-Concurrent List of the Seventh Schedule, namely, Acquisition and requisitioning of property. RERA fall under Entry 6, namely, Transfer of property other than agricultural land; registration of deeds and documents, Entry 7-contracts, including partnership, agency, contracts of carriage and other special forms of contracts, but not including contracts relating to agricultural land and Entry 46, namely, jurisdiction and powers of all courts, except the Supreme Court, with respect to any of the matters in List III-Concurrent list of the Seventh Schedule".

22. The scope of this Act is limited to contracts between buyers and promoters and transfer to property. Both these items fall within the Concurrent List III: Entry-6 and Entry-7 read with Entry-46. This Act regulates the transactions relating to the sale of above-mentioned real estate products, for an

orderly growth of real estate market, by protecting the interests of different stakeholders in a balanced manner and facilitating the consumer/buyer to make informed choices. Section 88 of the RERA, Act, 2016 clearly provides that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Furthermore, Section 89 provides that the provisions of this Act shall have the effect, notwithstanding anything inconsistent therewith, contained in any other law for the time being in force. Thus, there remains no ambiguity with respect to the fact that the Authority while adjudicating the complaints filed u/s 31 of the Act are only deciding the rights and obligations of the parties i.e. the Builder/Promoter/Developer and the allottee inter-se as per the agreement for sale entered into between them for sale of a real estate project.

I. OBSERVATIONS AND DECISION OF THE AUTHORITY

23. After going through rival contentions of both the parties and perusing the documents placed on record, it is observed that in the year 2022 the respondent had invited bids for allotment of residential plots in Sector-76, Faridabad, being developed by the respondent. The complainant had applied for booking a residential plot in the said project and upon being successful bidder, the complainant vide letter of intent dated 29.08.2022 was allotted a residential plot no. 31, measuring 224.82 Sq Mtr in Sector-76, at Urban Estate, Faridabad. As per the letter of intent, the total sale price of the plot was fixed as

₹1,60,58,100/- against which the complainant had made a payment of ₹1,61,32,341/-. Thereafter, the respondent issued an allotment and offer of possession vide letter dated 28.03.2023. As per Clause 4 of the allotment letter and clause 3 of offer of possession, the respondent was supposed to deliver possession of the plot within a period of 30 days after the complainant applied for the same. However, the respondent failed to deliver the possession of the said plot within stipulated time. Thus, constraining the complainant to file the present complaint seeking valid possession of plot no. 31 along with interest for the delay caused in delivery of possession. A bare perusal of the offer of possession dated 28.03.2023 reveals that vide said offer of possession, the respondent had asked the complainant to visit the office within 30 days to take physical possession of the plot no. 31. The complainant has applied for possession vide letter dated 20.04.2023 which was rejected by IISVP on 24.04.2023 by stating "no development at site" The offer of possession issued by the respondent on 28.03.2023 appears to be premature and invalid. The respondent, having issued the offer of possession, implied that the site was ready for possession. However, the complainant's request for possession was rejected based on the grounds of inadequate development which indicates that the site was not actually ready for possession. Therefore, the offer of possession made by the respondent was misleading and non-compliant with the principles of the RERA Act.

24. Since, the respondent has failed to handover the possession on the deemed date of possession, i.e., by 21.05.2023, thus, the complainant is now entitled to two remedies u/s 18 of RERA Act. i.e.,

i. In the event, the allottee wishes to withdraw from the project, he/she shall be entitled without prejudice to any other remedy refund of the amount paid along with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

ii. In the event, the allottee does not intend to withdraw from the project, he/she 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.

25. In the present case, the complainant wishes to continue with the project and insists upon the relief of delayed interest along with possession of the plot allotted to them. In these circumstances, provisions of Section 18 of the Act clearly come into play by virtue of which while exercising the option of taking possession of the booked unit. The complainant is also entitled to receive interest from the respondent on account of delay caused in delivery of possession for the entire period of delay till a valid offer of possession is issued to the complainant.

26. Now with regard to the period for which delay interest is admissible to the complainant, the Authority observed that as per clause 5 of the allotment

letter, in case the possession of the plot is not delivered by HSVP within 30 days after receipt of application, HSVP will be liable to pay the interest on amount deposited by the complainant till the date of delivery of possession. Thus, as per clause 5 of allotment, the complainant is liable to receive delayed interest from the due date of possession i.e. 21.05.2023 till the date of actual handing over of possession.

27. In view of the contrary submissions of both parties, it is observed that as per clause 5 of the allotment letter dated 28.03.2023, the possession of the plot was supposed to be delivered to the complainant within a period of 30 days after the complainant apply for the same, failing which the HSVP (earlier known as HUDA) will pay interest on the deposited amount. Clause 5 is reproduced below for reference:-

“ In case the possession of the plot is not delivered by HSVP within 30 days after receipt of the application, HSVP will be liable to pay interest @5.5% on the amount deposited by you till the date of delivery of possession. However, such interest shall be payable for the period calculated after expiry of 30 days as aforesaid and till the date of offer of possession ”

Csh

As per Section 18 of the RERA 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”

28. Hence, the Authority directs respondent to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to be 10.85% (8.85% + 2.00%) from the due date of possession till the date of passing of the order.

Considering the above facts, delay in handing over of the possession of the unit has been established. Therefore, the respondent is liable to pay interest to the complainant on account of delay in delivery of possession from the deemed date of possession i.e., 21.05.2023 till today along with future interest for every month of delay occurring thereafter till the handing over of possession at the rate prescribed in Rule 15 of the HRERA Rules, 2017.

29. Authority has got calculated the interest on total paid amount from due date of possession and thereafter from date of payments whichever is later till the date of offer of possession as mentioned in the table below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 21.11.2025 (in ₹)@ 10.85% p.a rate of interest
1.	₹1,61,32,341/-	21.05.2023	₹43,92,682/-
2.	Monthly Interest		₹1,48,661/-

J. DIRECTIONS OF THE AUTHORITY

30. 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 pay the complainant upfront amount of ₹43,92,682/- within 90 days from the date of uploading of this order. Respondent's liability for paying monthly interest of ₹1,48,661/- as shown in above table will commence w.e.f 22.02.2026 and it shall be paid on monthly basis till actual handing over of possession to complainant after completing the development works and taking appropriate approvals from the competent authorities.
- 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 failing which legal consequences would follow.

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

21.11.2025
Gaurav Saini
(Law Associate)


(CHANDER SHEKHAR)
MEMBER