



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	2552 of 2023
Date of Filing:	21.11.2023
First Date of Hearing:	06.02.2024
Date of Decision:	21.11.2025

Sushila Devi
R/o V.P.O Silana
District Sonipat, Haryana

....COMPLAINANT

VERSUS

Estate Officer Bahadurgarh,
Haryana Urban Development Authority
(now Haryana Shehri Vikas Pradhikaran)
HSVP Office Complex, Sector 9/9A
Bahadurgarh, District Jhajjar.

....RESPONDENT

Coram: Sh. Chander Shekhar Member

Present: - Mr. Suddeep Gahlawat, Advocate, for the Complainant through VC.
Mr. Arvind Seth, Advocate, for the Respondent through VC.

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ORDER

Present complaint dated 21.11.2023 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-11, Urban Estate, Bahadurgarh
2.	Nature of the project	Residential
3.	RERA Registered/not registered	Un-registered
4.	Details of the unit	Plot.no. 822 GP, Sector-11, Bahadurgarh
5.	Date of allotment	02.12.2010
6.	Date of builder buyer agreement	Not available
7.	Possession clause (Clause 7 of the allotment letter)	<i>The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of</i>

		<i>allotment, HUDA will pay interest @ 9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further instalments. The payment of the balance instalments will only start after the possession of the plot is offered to you"</i>
8.	Due date of possession	02.12.2013
9.	Basic sale consideration	₹8,56,879/-
10.	Amount paid by complainant	₹8,86,045/-
11.	Offer of possession	23.05.2024

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. That plot no.822 GP was initially allotted to Ms. Meera on 02.12.2010. Copy of allotment letter dated 02.12.2010 is annexed at page 13 of the complaint. Thereafter, said plot was transferred in the name of the present complainant, Sushila Devi through a re-allotment letter dated 22.02.2011. Copy of re-allotment letter is annexed at page 17 of the complaint as Annexure-P2.

CR 4. According to the terms and conditions mentioned in the allotment letter, the said plot is general preferential one and an extra price at the rate of 5% has been levied which is included in the tentative price. The complainant has made the payment of aforesaid plot in six yearly installments as mentioned in para 26 of the allotment letter from the year 2011 to 2016 and 2019

amounting to a total of ₹8,86,045/- inclusive of interest payable on each instalment.

5. According to para 7 of the allotment letter, the possession of plot was to be offered within a period of three years from the date of allotment after completion of developmental work in the area. It was stated in the allotment letter that in case, the possession is not offered within the stipulated time, the authority i.e., HUDA shall pay interest @9% on the amount deposited by the complainant till the actual date of offer of possession.

6. Even after passing of thirteen years from the issuance of allotment letter, no possession of the plot has been given by the respondent to the complainant. It is pertinent to mention here that the complainant has suffered a huge loss due to non providing of possession of the plot.

7. The respondent has failed to abide by the contractual terms as stipulated in the allotment letter and the respondent is in breach of the allotment letter. The cause of action to file the complaint is continuing as the respondent has failed to deliver the possession on the stipulated terms in the allotment letter of the said residential plot. In view of the above, since the respondent was in default the complainant is entitled to invoke Section 18 of RERA, 2016.

C. RELIEF SOUGHT

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

1. In exercise of powers under Section 35, direct the respondent to place on record all statutory sanctions and approvals of the project.
2. To pay delay possession interest over the payment deposited by the complainant @15% per annum w.e.f. 1st December 2013 to the actual physical date of possession.
3. To direct the respondent to offer physical possession of the plot as soon as possible without any further delay.
4. 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 RESPONDENT

9. Learned counsel for the respondent filed a detailed reply on 24.10.2024 pleading therein that Smt. Meera W/o Sh. Heera Lal (i.e. the original allottee of plot no. 822 GP, Sector-11, Bahadurgarh) had applied for allotment of a 6 Marla Plot in Sector-11, Bahadurgarh under General category.

 She remained successful in the draw of lots and plot no. 822GP, Sector-11, Bahadurgarh was allotted in her favor vide allotment letter bearing memo Z0005/E0003/UE006/GALOT/0000000265/7041 dated 03.12.2010.

10. The original allottee submitted an application for transferring the plot in the name of Sushila Devi W/o Satwan Singh R/O House No. A-15, HMT

Colony, Pinjore, Panchkula. Accordingly, the plot no. 822GP, Sector-11, Bahadurgarh was re-allotted to the complainant vide re-allotment letter bearing memo no. 20005/E0003/UE006/REALL/0000000613 dated 22.02.2011.

11. After completion of the basic amenities, the possession of the plot in question has been offered by EO HSVP Bahadurgarh vide memo no. Z0005/E0003/UE006/OFPOS/0000001121 dated 23.05.2024 and Possession Certificate has been issued to the complainant by EO HSVP Bahadurgarh vide memo no. Z0005/E0003/UE006/PAPOS/0000000133 dated 29.05.2024.

12. That as per condition no. 7 of the allotment letter, in case the possession of the plot is not offered within the prescribed period of three years from the date of allotment, HSVP will pay @9% interest on the amount deposited after the expiry of 3 years from the date of allotment till the date of offer of possession. The interest @9% as per condition no. 7 of the allotment letter has been updated in the PPM (Plot and Property Management) System of the plot in question. It is submitted that Plot no. 822 GP Sector 11, Bahadurgarh, does not fall under the purview of RERA Act as the plot was allotted prior to the enactment of the RERA Act.

13. That the allotment was made to the complainant in the present case in the year 2011 i.e. before the enactment of the RERA Act, 2016 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 received the assent of the President of India on 30.04.1977, therefore, the jurisdiction to entertain the present complaint is barred under the provisions of the RERA Act, 2016 which came into existence much later to the Haryana Urban Development Authority Act, 1977.

14. That HSVP is having their own mechanism to redress the grievances of the complainant as provided in the statutory provisions of the HSVP Act, 1977, therefore, the complainant first should have approached the competent authority of the answering respondent before knocking the door of this authority.

15. That the development of this sector was completed much prior to the enactment of RERA Act, 2016. This Hon'ble 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. 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.

16. There is no inconsistency in the RERA and HUDA Acts as both the Acts are enacted for their different roles i.e. RERA Act for regulations and promotion of real estate sectors keeping in view the difficulty faced by the consumers of flats and plot buyers at the hands of private developers and the HUDA Act is enacted for urban development, where the land is acquired by the Urban Estate Department. Thus, the RERA Act and the HUDA Act operate in different fields as the HUDA Act cannot equate with private developers since the acquisition of land has been done as per the provisions of HUDA Act, 1977 which received the assent of the President of India on 30.04.1977 and it was published in the Haryana Gazette on 02.05.1977.

17. That perusal of the Section-92 of the RERA Act, 2016 shows that the Maharashtra Housing (Regulations Development) Act, 2012 has been repealed. However, in the present case, HUDA Act, 1977 has not been repealed.

18. The mode of disposal of land and buildings by HSVP is provided under the Haryana Urban Development (Disposal of Land and Building) Regulations, 1978. These regulations have been communicated by exercising the powers conferred under Section 54 of the Haryana Urban Development Authority Act, 1977 (Now HSVP), therefore, the proper mechanism and

procedure of disposal of land and buildings which have been acquired by the State Government under the provisions of Land Acquisition Act, is prescribed under the Haryana Shehri Vikas Pradhikaran Act, 1977 and the regulations made thereunder. Therefore, there is no condition of getting any completion certificate from any authority by the answering respondent. Thus the provisions of RERA Act, 2016 are not applicable on the HUDA Act, 1977 as the law on the subject of disposal of land and buildings has already been enacted as it has received the assent of the President of India on 30.04.1977 and it was published in the Haryana Gazette on 02.05.1977.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

19. During the course of arguments Id. Counsel for the complainant argued that plot no. 822 GP was initially allotted in favor of Ms. Meera on 02.12.2010. The plot was later transferred in favor of the complainant on 22.02.2011. Payment of the plot was made in yearly instalments from the year 2011 to 2016 and in 2019 and a total amount of ₹8,86,045/- has been paid against the total sale consideration of ₹8,56,879/-. As per para 7 of the allotment letter, the possession of the plot was to be offered within three years from the date of allotment after completion of developmental work in the area and in case of default in offering possession within the stipulated time, respondent shall pay interest of 9% on the amount deposited by the allottee. Further he stated that the

complainant got the possession on 29.05.2024, so he is liable to get the delay interest from 02.12.2013 to date of actual handing over the possession i.e.29.05.2024. He has also referred to the order dated.12.08.2025 passed by the Authority in Complaint no.1426 of 2021 titled as "Urmila Arya vs HSVP".

20. Learned counsel for the respondent reiterated the arguments as were submitted in reply. Further, he submitted that the development of Sec-11, Bahadurgarh was started prior to RERA Act,2016, therefore, this Authority has no jurisdiction to entertain the present complaint.

F. ISSUES FOR ADJUDICATION

21. Whether the complainant is entitled to delay interest in terms of Section 18 of Act of 2016?

G. Findings on the objections raised by the respondent.

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

22. One of the averments of respondent is that provisions of the RERA Act of 2016 will not apply to the projects of the respondent as the same was completed prior to coming into force of RERA Act, 2016 and there is no provision in any law where the HSVP (IHUDA) has to take completion certificate or occupation certificate. In this regard Authority observes that even if contention of the respondent in this regard is accepted then also complainant

in the present complaint are seeking possession of her booked plot along with delay interest i.e, a statutory relief under Section 18 of RERA Act, 2016. Authority observes that the proviso to Section 18(1) of the Act relates to statutory obligation of promoter towards allottee. Section 18 is reproduced herein below:

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.

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(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.

23. Section 18(1) provides for remedy to “an allottee” if the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale or as the case may be. Meaning thereby, that remedy available under section 18(1) is not restricted to allottees of a registered/registrable project.

24. Further, plain reading of the Section 2(d), 2(zk), 2(zj) and 2(zn) of RERA Act, 2016, leaves no room for any ambiguity and makes it clear that HSVP is a promoter in respect of complainant/allottee of the plot allotted by it in its real estate project and there exists a relationship of an allottee and promoter between the parties. Since, the relationship of an allottee and promoter between complainant and respondent is established and the issues deals with real estate projects developed by respondent, hence, the provisions of RERA Act, 2016 apply to the matter and Authority has the exclusive jurisdiction to deal with the matter.

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G-II. Finding on the objection regarding applicability of provisions of RERA Act, 2016 where land has been developed under the provisions of HUDA, Act, 1977.

25. Respondent contended that the provisions of RERA Act, 2016 are not applicable to cases where the land has been developed by way of acquisition under the Land Acquisition Act and thereafter developed under the provisions

of HUDA Act, 1977. Before adjudicating upon the 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."

26. 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.

27. The Real Estate (Regulation and Development) Act, 2016 basically regulates relationship between buyer (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:

"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".

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.

28. This Act regulates the transactions relating to the sale of above-mentioned real estate projects, 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 under Section 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.

H. OBSERVATIONS OF THE AUTHORITY

29. The Authority has gone through the rival contentions and facts of the case. In the light of background of the matter as captured in this order and also the arguments made by both the parties, the Authority observes that there is no dispute with regard to the fact that residential plot no. 822 (GP), Sector-11, measuring 135 sq. mtr was initially allotted to Smt. Meera vide allotment letter dated 02.12.2010 and the same was transferred in favour of present complainant on 22.02.2011. An amount of ₹8,86,045/- as per the receipts submitted by the complainant stands paid to the respondent. .

30. The main grievance of the complainant is that despite having made timely payments as per the payment plan the respondent has till date not offered possession of her preferentially located plot even after the lapse of almost 13 years from the date of allotment. The complainant now seeks relief of delayed possession interest and to provide physical possession of the plot.

31. On perusal of the allotment letter dated 02.12.2010, the Authority observes that clause 7 of the allotment letter stipulates that possession of the plot will be offered within a period of 3 years from the date of allotment letter after completion of development works in the area. In case possession of the plot is not offered within the prescribed period of three years from the date of

allotment, HUDA will pay interest @9% on the amount deposited by you after the expiry of three years till the date of offer of possession and the completion will not be required to pay the further installments. The payment of the balance installments will only start after the possession of the plot is offered to the complainant.

32. Admittedly, the respondent had issued an offer of possession in respect of the plot no. 822-GP, Sector-11 to the complainant on 23.05.2024. A bare perusal of the offer of possession dated 23.05.2024 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. 822-GP. Respondent had issued a valid offer of possession in respect of the plot bearing no. 822-GP, Sector-11, Bahadurgarh. There was no impediment in the complainant having accepted the same. Further, learned counsel for the complainant submitted in his arguments that the complainant had taken physical possession of the plot on 29.05.2024.

33. As per the terms of allotment, the respondent should have delivered possession of the booked plot to the complainant on 02.12.2013. However, the respondent had issued an offer of possession to the complainant on 23.05.2024. Admittedly there has been an inordinate delay in delivery of possession but the complainant wishes to continue with the project and take possession. 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 possession is given to the complainant.

34. Since, the respondent has failed to handover the possession on the deemed date of possession, i.e., by 02.12.2013, 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.

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35. In the present case, the complainant wishes to continue with the project and insists upon the relief of delayed interest.

36. Now with regard to the period for which delay interest is admissible to the complainant, as per this policy, the interest shall be calculated on deposited amount after 3 years of the original allotment. In this particular case,

possession had been offered by 23.05.2024. It is observed that as per clause 7 of the allotment letter dated 02.12.2010, the possession of the plot was supposed to be delivered to the complainant within a period of three years from the date of allotment i.e by 02.12.2013, failing which the HSVP (earlier known as HUDA) will pay interest on the deposited amount. Clause 7 is reproduced below for reference:-

“The possession of the plot will be offered within a period of 3 years from the date of allotment after completion of development work in the area. In case possession of the plot is not offered within the prescribed period of 3 years from the date of allotment, HUDA will pay interest @ 9% (or as may be fixed by Authority from time to time) on the amount deposited by you after the expiry of 3 years till the date of offer of possession and you will not be required to pay the further instalments. The payment of the balance instalments will only start after the possession of the plot is offered to you”

A bare reading of the aforementioned terms/clauses plainly reveals that the complainant is entitled to receive delay interest for the delay caused in delivery of possession as per the original terms of allotment i.e from 03.12.2013.

 37. The complainant is seeking interest @15% per annum w.e.f. 1st December 2013 till the actual date of handing over physical possession. However, section 18 of the RERA Act 2016 provides that interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: Interest payable by promoter and Allottee. [Section 19] - An allottee shall be compensated by the promoter for loss or damage

sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (1) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee shall also be liable to pay in terms of sub-section (7) of section 19:

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."

38. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 has determined the prescribed rate of interest. The rate of interest so determined by the legislature is reasonable and if the said rule is followed to award interest, it will ensure uniform practice in all cases.

39. In view of the aforementioned observations, it is concluded that for the delay caused in delivery of possession, the complainant is entitled to receive delay interest for the period from due date of delivery of possession i.e

02.12.2013 till the date when physical possession had been given to the complainant i.e 29.05.2024. 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.

40. Authority has got calculated the interest on total paid amount from the due date of possession and thereafter from date of payments whichever is later till the date of actual handing over 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 date of possession i.e 29.05.2024 (in ₹)
1.	₹4,42,250/-	02.12.2013	₹5,03,768/-
2.	₹1,07,000/-	12.12.2013	₹1,21,566/-

3.	₹1,09,000/-	24.03.2015	₹1,08,707/-
4.	₹1,07,132/-	06.12.2015	₹98,659/-
5.	₹80,000/-	20.12.2016	₹64,636/-
6.	₹40,663/-	24.12.2019	₹19,570/-
Total	₹8,86,045/-		₹9,16,906/-

41. 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 10.85% (8.85% + 2.00%) from from the due date of possession till the date of actual handing over of possession.

42. Regarding relief no.1 for giving direction to the respondent under Section 35 to place on record all statutory sanctions and approvals of the project, it is observed that the complainant has not pressed this relief during arguments and submissions. As such, no observations have been made on this.

I. DIRECTIONS OF THE AUTHORITY

43. 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. As per para 40 of this order, the amount of delay interest for delay caused in delivery of possession admissible to the complainant works out to ₹9,16,906/-. Therefore, the respondent is directed to pay upfront delay interest of ₹9,16,906/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of passing of this order. Interest shall be paid up till the time period under section 2(z) i.e till actual realization of amount.
44. **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