



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	263 of 2022
Date of filing.:	23.02.2022
First date of hearing.:	07.04.2022
Date of decision.:	16.09.2025

Ashutosh Bansal S/o Sh. Suresh Bansal  
R/o H. No.73, Yati Nagra, Hansi, Tehsil Hansi,  
District Hansi, 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

**Present: -** Mr. Ashutosh Banal, Complainant (through VC)  
Mr. Jatin, Proxy counsel for arguing Counsel for  
Respondent Mr. Arvind Seth (through VC)

### **ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present complaint dated 23.02.2022 has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for

short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to 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.	Urban Estate, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Un-registered
4.	Details of the unit.	Earlier allotted 360-P, Sector-11, Bahadurgarh Later changed to 2-P, Sector 10 Bahadurgarh
5.	Date of allotment	13.12.2010
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</i>



		<i>work in the area. In case possession of the plot is not offered with in 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"</i>
8.	Due date of possession	13.12.2013
9.	Basic sale consideration	₹35,35,637
10.	Amount paid by complainant	₹31,01,864
11.	Offer of possession.	24.11.2019

### **B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT**

3. Facts of the complaint are that the complainant had participated in a draw of lots in respect of plots in Sector-11, Bahadurgarh. Upon being successful, the complainant was allotted a plot no. 360-P, category residential (1Kanal) in Sector-11, at Urban Estate, Bahadurgarh vide allotment letter dated 13.12.2010.
4. As per the allotment letter, the total sale price of the plot was fixed as ₹ 35,35,637/-. Thereafter, the complainant made regular payments to the respondent in respect of the allotted unit. Till date the complainant has made





a total payment of ₹ 31,01,864/- towards the allotted plot. Thus, only an amount of ₹ 4,33,773/- left remaining on the part of the complainant at the time of offer of possession.

5. As per clause 7 of the allotment letter, possession of the plot was to be offered within a period of 3 years from the date of allotment after completion of development works in the area. Meaning thereby that the respondent should have offered possession of the plot in question by 13.12.2013. However, the respondent failed to offer possession within stipulated time.
6. The complainant approached the respondent several times seeking possession of the allotted plot, however, the respondent failed to provide any status update in respect of the construction works/ delivery of possession. However, in the year 2019, after a gap of nearly six years from the due date of delivery of possession, the respondent apprised the complainant that the respondent was unable to deliver the physical possession of the plot no. 360-P, Sector-11. In lieu of the said plot, the respondent offered the complainant allotment of another plot in some other project of the respondent. The complainant having already invested with the respondent was left with no other option but to accept the offer of allotment of alternative plot.
7. Thereafter, as per the instructions of the Chief Administrator, HSVP, Panchkula vide office Endst. No. A-3-UB-2018/160658-59 dated



08.08.2018, the respondent authority conducted a draw of lots on 26.09.2019 for allotment of plot. Thus, vide Memo. No. 2029 dated 13.11.2019, the complainant was allotted plot no. 2-P, Sector-10, Bahadurgarh. It has been submitted that in the Memo dated 13.11.2019, it has been specifically mentioned that "The other terms and conditions of the allotment letter will remain the same as per original allotment letter of previous plot no. 360-P, Sector-11, Bahardurgarh"

8. It has further been submitted by the complainant, that the allotment of alternate plot no. 2-P is a mere formality on the part of the respondent since even the said plot is not available at the site and the development work has also not been carried out. However, just to evade liability the respondent had illegally issued an offer of possession dated 24.11.2019 to the complainant with regard to Plot No. 2-P, Sector-10. The said offer of possession has no binding effect on the complainant.
9. That the respondent has been illegally pressurizing the complainant to pay the remaining amount alongwith interest and extension fee etc. However, as per clause 7 of the original allotment letter the complainant is not at all liable to pay any alleged interest and extension fee in any manner on the pending amount.
10. Thus, the complainant has filed present complaint seeking possession of the plot bearing no. 2-P, Sector-10, Bahadurgarh along with delay interest for the



delay caused in delivery of possession and further direction to respondent to not charge any illegal interest and extension fee.

### **C. RELIEF SOUGHT**

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

- i. Directing date the respondent to make payment of interest at the rate of 9% per annum from the of expiry of three years of the date of original allotment i.e. from 14.12.2013 till the actual handing over of possession of Plot No. 2-P, Sector-10, Bahadurgarh.
- ii. Directing the respondent to withdraw the alleged offer of possession letter with regard to plot no. 2-P, Sector-10, Bahadurgarh being based upon illegality, against law, against facts, without competency, without authority, null and void ab-initio, based upon misrepresentation and having no binding effect upon the rights of the complainant.
- iii. Directing the respondent not to charge any illegal interest and extension fee on the alleged remaining amount of the plot in question from the complainant in any manner till handing over of the actual possession plot no. 2-P, Sector-10, Bahadurgarh at the spot.
- iv. Directing the respondent to pay a sum of Rs. 10 Lac as compensation to the complainant on account of harassment, humiliation and maltreatment caused to him.





12. During the course of arguments, the complainant submitted that as per the terms of the original allotment letter dated 13.12.2010, the possession of the plot was to be delivered by 13.12.2013. However, the respondent failed to issue an offer within stipulated time. Later, respondent had issued an offer of possession on 24.11.2019, in respect of the alternate plot no. 2-P; however, physical possession of the said plot was given to the complainant on 26.12.2022. As per clause 7 of the allotment letter dated 13.12.2010, in case the possession has not been offered within the prescribed time, the respondent has to pay the interest at the rate of 9% (or as fixed by govt. from time to time) on the amount deposited till the date of offer of possession and allottee is not required to pay the balance amounts till the possession of the plot is offered. Therefore, the respondent is legally bound to pay the interest at the rate of 9% or as fixed by the government for the delay caused in handing over the possession. He further submitted that respondent had deposited some of the amount in lieu of interest and adjusted the same towards the total amount of plot in question. However, the interest calculated by the respondent is only from the period of 2015 to 2019, whereas the physical possession of the plot was delivered to the complainant on 26.12.2022, therefore, respondent is liable to pay the interest at the said rate till 26.12.2022 (when actual possession was given).



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

Learned counsel for the respondents filed detailed reply on 09.08.2022 pleading therein:

13. The complainant had applied for allotment of a plot of one kanal in Sector-11, Bahadurgarh. He participated in the draw of lots and was allotted Plot No. 360P, Sector-11, Bahadurgarh vide allotment letter dated 13.12.2010 and schedule for payment of instalment was also given in the said allotment letter.

14. It is submitted that the notifications issued by the State of Haryana for acquisition of land in Sectors 1 (Part), 10-11 (Part), 12 and 13, Bahadurgarh were challenged in the in a bunch of twenty-two writ petitions, main petition being CWP No. 2308/2004 titled "Reshma footwears (P) Ltd. V. State of Haryana & Ors." and the Hon'ble Punjab & Haryana High Court was pleased to quash the notifications for the acquisition of the abovementioned land vide its decision in CWP No. 2308/2004. Thereafter, Special Leave Petitions and Civil Appeals filed against the above-mentioned decision of the Hon'ble Punjab & Haryana High court were also dismissed by the Hon'ble Supreme Court vide its order dated 11.05.2016 in SLP © No. 10857-10878/2011 titled "Haryana Urban Development Authority & Ors. V. Resham Footwears (P) Ltd." and thus, the area of the plot in question had to be released on account of the decision of the Hon'ble Punjab & Haryana High court due to which the





possession of plot no. 360P, Sector 11, Bahadurgarh could not be offered to the complainant as notifications for the acquisition of the concerned area were quashed, development works could not be provided in the area and the land comprising the area of plot no. 360P, Sector-11, Bahadurgarh had to be released due to the above-mentioned reasons.

15. That the issue regarding allotment of alternative plots in lieu of disputed plots of Sector-11, Bahadurgarh was sent to the Administrator, HSVP, Rohtak vide office memo dated 06.10.2017, which was then forwarded to the Chief Administrator, HSVP, Panchkula vide Administrator, HSVP, Rohtak office memo no. 4943-4944 dated 20.07.2018 seeking necessary administrative approval in the matter from competent authority. In compliance of the approval in the matter received from HSVP Head Quarter vide Endst. No. A-3-UB-2018/160658-59 dated 08.08.2018, alternative plot bearing no. 2P (1kanal in size), Sector-10, Bahadurgarh was allotted to the complainant through a mini draw dated 26.09.2019 and intimation thereof was sent to the complainant vide memo no. 2024 dated 13.11.2019.

16. Thereafter, possession of the alternative plot no. 2P, Sector 10, Bahadurgarh was offered to the complainant on 24.11.2019 after receiving development report from the engineering wing vide its memo no. 148346 dated 08.08.2017 wherein it has been clearly mentioned that development works in front of 252 plots of Sector 10, Bahadurgarh have been completed and plot no. 2P allotted to the complainant has been specifically included in the list of plots contained




therein. Thus, the offer of possession has been issued validly and as per the relevant Rules.

17. That interest is being claimed from the complainant as per the terms of the allotment letter itself mentioned herein below;

*"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"*

18. There was no immunity granted to the allottee from the payment of balance instalments. The obligation to pay the balance instalments is clearly stated by Clause 7 to have begun after the offer of possession of the plot. As per Clause 2 of the original allotment letter dated 13.12.2010, the total consideration of plot no. 360-P originally allotted to the Complainant was fixed at ₹. 35,35,637. The complainant in this case has deposited ₹ 31,01,864 as per his own details of payment annexed with the present complaint. Balance amount of ₹ 4,33,773 is still outstanding against the complainant out of the total consideration amount. As per Clause 7 of the allotment letter, the obligation to pay this balance amount has started after the offer of possession dated 24.11.2019.



19. Further, Clause 6 of the allotment letter dated 13.12.2010 clearly states that where the allottee chooses to make payment of the consideration amount in instalments, then the instalments will be recoverable with interest @ 12% p.a. It is further mentioned that the payment of interest will accrue from the date of offer of possession. Therefore, the complainant is liable to pay the balance amount of ₹ 4,33,773 with interest @ 12% p.a. with effect from the date of offer of possession. It is further pertinent to mention here that it is clear from the fresh allotment letter dated 13.11.2019 that the allotment of the alternative plot no. 2P is also subject to the same terms and conditions as are contained in the original allotment letter dated 13.12.2010. Therefore, the complainant cannot evade his liability to pay the balance amount of consideration alongwith interest. Also, the extension fee is being charged from the complainant as per clause 18(i) of the allotment letter dated 13.12.2010 as per which the Extension Fee has been charged from the complainant for the year 2022 as the Complainant has failed to raise construction over Plot No. 2-P within the stipulated period of two years from the offer of possession.
20. That as per clause 7 of the allotment letter dated 13.12.2010, in case possession is not delivered to the complainant within three years from the date of allotment, then the complainant is entitled to interest @ 9% (or as may be fixed by the Authority from time to time) after the expiry of 3 years till the date of offer of possession and not till the actual and physical





handing over of the possession to the complainant as is being claimed by the complainant in the present case. It is further pertinent to mention here that the policy regarding payment of 9% interest due to delay in making offer of possession issued vide HSVP Head Quarter memo no. U.B.-A-6 2013/7934-93 dated 18.02.2013 was withheld by HSVP Head Quarter vide memo no. HSVP-A-7-UB-2022/88089 dated 30.05.2022 and in view of this letter dated 30.05.2022, the issue regarding updation of 9% interest in respect of Plot No. 2P, Sector-10, Bahadurgarh according to the clause 7 of the original allotment letter has been sent to the competent authority through the utility provided in online PPM system (Plot and Property Management System) vide office memo no. 1695 dated 23.06.2022.

21. Further the complainant is seeking interest on the delayed delivery of possession of the allotted plot. Compensation can be claimed by an allottee under the Real Estate (Regulation and Development) Act, 2016 only where he wishes to withdraw from the real estate project or where his case falls under the provisions of Section 12, 14, 18 and 19. The case of the complainant does not fall under any of the above mentioned provisions.
22. During the course of arguments, learned counsel for the respondent submitted that alternate plot was allotted to the complainant as per HSVP policy relating to exchange of plots dated 18.02.2013 and alternate plot i.e. plot no. 2-P, Sector 10, Bahadurgarh was allotted to the complainant on 13.11.2019 and subsequently, offer of possession was made on 24.11.2019.



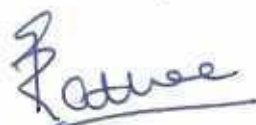
Further, it is the complainant who applied(online) for obtaining physical possession of the unit on 15.12.2022 and the same was approved on 26.12.2022. Furthermore, the complainant has paid an amount of ₹ 31,01,864/- against the total sale consideration of ₹35,36,637/- and the balance amount of ₹4,33,773/- is still outstanding. As per HSVP policy relating to exchange of plots dated 18.02.2013, interest shall be calculated on deposited amount after 3 years of original allotment or from the date which other allottees of that sectors were offered possession, whichever is later; accordingly interest has been paid from 05.07.2015 and not 13.12.2013. Further, he stated that regarding payment of interest, accounts of the allottee are to be updated in Plot and Property Management (PPM) portal of HSVP.

#### **E. ISSUES FOR ADJUDICATION**

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

#### **F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

24. After going through rival contentions of both parties and pursuing the documents placed on record, it is observed that in the year 2010 the respondent had conducted a draw of lots for allotment of residential plots in Sector-11, Bahadurgarh being developed by the respondent. The complainant had applied for booking a residential plot in the said project, and upon being



successful in the said draw of lots, the complainant vide allotment letter dated 13.12.2010 was allotted a plot no. 360-P, category residential (1Kanal) in Sector-11, at Urban Estate, Bahadurgarh. As per the allotment letter, the total sale price of the plot was fixed as ₹ 35,35,637/- against which the complainant had made a payment of ₹ 31,01,864/-, barring last payment of ₹ 4,33,773/-, which became payable only at the time of offer of possession.

As per clause 7 of the allotment letter, the respondent was supposed to deliver possession of the plot within a period of three years from the date of allotment i.e by 13.12.2013. However, the respondent failed to deliver possession of the said plot within stipulated time as the acquisition of land in Sectors 1 (Part), 10-11 (Part), 12 and 13, Bahadurgarh (including the sector in which the Plot 360-P is situated, was quashed by the Hon'ble Punjab & Haryana High Court. The respondent, being unable to offer the possession of the plot no. 360-P, Sector-11 had allotted an alternate plot bearing no. 2-P, situated as Sector 10 Bahadurgarh to the complainant vide memo dated 13.11.2019. In said memo it had categorically been mentioned that the terms of allotment qua plot no. 2-P would remain the same as of the allotment letter dated 13.12.2010. The complainant had accepted the allotment of the alternate plot bearing no. 2-P. Thereafter, an offer of possession in respect of plot 2-P, was issued to the complainant on 24.11.2019. However, the said offer of possession was unacceptable to the complainant on grounds of being illegal as the

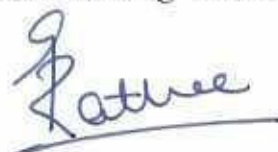




development works were incomplete at the site where the said plot was situated. Thus, constraining the complainant to file to the present complaint seeking valid possession of the plot no. 2-P along with interest for the delay caused in delivery of possession.

25. Admittedly, the respondent had issued an offer of possession in respect of the plot no. 2-P, Sector-10 to the complainant on 24.11.2019. This offer of possession has been resisted by the complainant on grounds that at the time of offer of possession the development works were incomplete at the site. On the other hand it is the submission of the respondent that the alleged offer of possession had been issued to the complainant after completion of development works and upon receipt of development report from the engineering wing vide its memo no. 148346 dated 08.08.2017 as per department policy. The complainant should have accepted the said offer of possession upon payment of balance outstanding amount.

A bare perusal of the offer of possession dated 24.11.2019 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. 2-P. The complainant has assailed this offer on possession on grounds that the development works were incomplete at the site. However, the complainant in its submissions has failed to place on record any document/photographs and/or site report of an independent agency showing that the development



works were incomplete at the site at the time when the alleged offer of possession dated 24.11.2019 had been issued to him. On the other hand, the respondent has placed on record copy of the report of Executive Engineer, HUDA (now HSVP), Bahadurgarh, dated 08.08.2017, satisfying that the development works have been completed at site. Meaning thereby, that the plot in question was ready in all respects and fit for taking over possession as on 24.11.2019. There was no deficiency in respect of the plot in question. Respondent had issued a valid offer of possession in respect of the plot bearing no. 2-P, Sector-10, Bahadurgarh. There was no impediment in complainant having accepted the same.

26. As per the terms of allotment, the respondent should have delivered possession of the booked plot to the complainant on 13.12.2013. However, the respondent had issued an offer of possession to the complainant on 24.11.2019. 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 offer of possession is issued to the complainant.



Now with regard to the period for which delay interest is admissible to the complainant, it is the contention of the respondent that the alternative Plot no. 2-P was allotted to the complainant as per the HSVP policy relating to exchange of plots dated 18.02.2013. As per this policy, the interest shall be calculated on deposited amount after 3 years of the original allotment or from the date on which the other allottees of that sector were offered possession, whichever is later. In this particular case, possession had been offered to maximum allottees by 05.07.2015. Thus, accordingly, the respondent had calculated the delay interest admissible to the complainant from 05.07.2015 till 24.11.2019. On the other hand it is the contention of the complainant that the physical possession of the plot in question has been handed over to the complainant only on 26.12.2022. Thus, as per clause 7 of allotment, the complainant is liable to receive delay interest from the due date of possession i.e. 13.12.2013 till the date of actual handing over of possession which is on 26.12.2022.

27. In view of the contrary submissions of both parties, it is observed that as per clause 7 of the allotment letter dated 13.12.2010, 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 13.12.2013, 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"*

The respondent in its contention has submitted that the period of delay interest admissible to the complainant will be governed by the terms of policy relating to exchange of plots dated 18.02.2013, since the complainant had accepted the alternate plot 2-P. However, a bare perusal of the memo dated 13.11.2019 vide which the allotment of plot 2-P was conveyed to the complainant reveals that in said memo it had categorically been mentioned that "The other terms and conditions of the allotment letter will remain the same as per original allotment letter of previous plot no. 360-P, Sector-II, Bahardurgarh" meaning thereby that the respondent had itself conveyed to the complainant that the complainant will remain entitled to receipt of delay for the delay caused in delivery of possession as per the original terms i.e. after a period of three years. The complainant had only accepted the possession of the alternate plot since the terms of allotment were the same as that at the time of original allotted plot. Further the policy document being relied upon by the respondent has been issued on 18.02.2013 which is after the allotment of the original plot. The terms of this policy cannot be acted



upon retroactively as the same was not agreed between the parties. The respondent cannot be allowed to misuse its advantageous position and act as per its own whims and fancies. 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 13.12.2013.

Concurrently, the complainant has contended that the delay interest should be admissible to him till 26.12.2022 which is the actual date of delivery of possession. As per observations, recorded in para 25 of this order, the respondent had issued a valid offer of possession to the complainant as on 24.11.2019. The plot was complete in all respects and there was no impediment in the complainant having accepted said offer of possession. The complainant should have accepted the same and begun formalities for taking over possession. However, the complainant failed to approach the respondent and initiate the requisite formalities. In case, the complainant had faced any difficulty/hindrance, the complainant should have actively pursued the same with the respondent, but the complainant failed to do so and resolve any such issues, thus delaying the process of taking physical possession of the plot in question. Regardless, any delay in taking over physical possession does not diminish the validity of the offer of possession dated 24.11.2019 issued after completion of all development works and duly in line with



departmental regulations. The fact that a valid offer of possession had been issued to the complainant on 24.11.2019 cannot be ignored in totality. Thus, the contention of the complainant that he is liable to receive delay interest till the date of taking over of physical possession of the plot is rejected.

28. 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 13.12.2013 till the date when a valid offer of possession had been issued to the complainant i.e 24.11.2019. 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(z) of the Act which is as under:

*(z) "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”*

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

30.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 offer of possession i.e 24.11.2019 (in ₹)
1.	2217864	13.12.2013	1432622
2.	442000	11.12.2014	237814
3.	442000	15.12.2015	189332
<b>Total:</b>	31,01,864/-		18,59,768/-

31. The complainant in the relief clause has also prayed that the respondent be directed not to charge any extension fee from the complainant. With regard to the extension fee, it is observed that as per clause 18 of the allotment letter, the complainant will have to complete the construction within two years from the date of offer of possession. However, in case, the complainant is unable to complete the construction within said period, then the same is extendable by the Estate Officer by charging extension fees as per policy. In this particular instance, the complainant had been issued a valid offer of possession as on 24.11.2019. The charging of the extension fees is a formality as agreed between the parties and the complainant cannot be allowed to evade from the same.
32. Vide relief clause no. (iv) the complainant is seeking payment of a sum of Rs. 10 Lac as compensation to the complainant on account of harassment, humiliation and maltreatment caused to him. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027



titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

#### **G. DIRECTIONS OF THE AUTHORITY**

33. 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. As per para 30 of this order, the amount of delay interest for delay caused in delivery of possession admissible to the complainant works out to ₹ 18,59,768/-. However, as per statement of account issued by the office of the Estate Officer, HSVP Bahadurgarh, annexed as Annexure R-4 of reply, the respondent has already adjusted an amount of ₹ 10,66,551/- in the account of the complainant towards payment of





delay interest for the delay caused in delivery of possession. Therefore, the respondent is directed to pay upfront delay interest of balance amount of ₹ 7,93,217/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Interest shall be paid up till the time period under section 2(zb) i.e till actual realization of amount.

- ii. Complainant will remain liable to pay balance consideration amount, if any, to the respondent and the extension fee, as observed in para 31 of this order. The respondents shall not charge anything from the complainant which is not part of the terms of the allotment letter dated 13.12.2010 and any interest charged from the complainant shall be at the rate as prescribed under RERA ACT 2016

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

  
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**DR. GEETA RATHEE SINGH**  
**[MEMBER]**