

ORDER:

The present complaint was filed on 26.06.2024 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, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	TDI City, Kundli , Sonipat
2.	RERA registered/not registered	Un-registered.
3.	Unit No.(plot)	J-81
4.	Unit area	350 sq. yds. (292.64 sq. mts.)
5.	Date of Allotment	03.02.2006
6.	Date of Builder Buyer Agreement	Not executed
7.	Due Date of Offer of Possession	Not available
8.	Possession Clause	Not available.

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9.	Total Sale Consideration	₹29,89,000/-
10.	Amount Paid by the Complainant	₹27,17,750/- As mentioned in pleadings.
11.	Offer of Possession	13.01.2017 (Without OC)

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that on 28.10.2005, Plot No. J-81 was originally booked by Mr. Surender Bhatia with the respondent by paying the booking amount of ₹5,42,500/-. A copy of the receipt of the booking amount paid is annexed as Annexure C-1. An Allotment Letter was issued in favour of Mr. Surender Bhatia on 03.02.2006. A copy of which is annexed as Annexure C-2. The original allottee made a payment of ₹27,17,750/- till 18.02.2008 which has been acknowledged by the respondent.

4. The originally booked plot was transferred to the complainant on 24.04.2008 and the same was acknowledged by the respondent. A copy of the said acknowledgement of the transfer is annexed as Annexure C-4. The due date of possession was in the year 2009, i.e. 36 months from the date of allotment. However, the respondent has failed to obtain the Occupation Certificate and make a valid offer of possession.

5. The respondent issued an illegal Offer of Possession along with a Statement of Account on 13.01.2017, a copy of which is annexed as Annexure C-5. The said offer was made without obtaining a valid

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Occupation Certificate. The respondent also raised an illegal demand of ₹10,47,654/- along with the said offer.

6. Even after a delay of more than 16 years, the respondent has been unable to get a valid OC/CC and has been illegally demanding an unreasonable amount from the complainant. The complainant also sent a Legal Notice dated 27.05.2024 to come forward and complete the formalities of registration of the plot. A copy of the said notice is annexed as Annexure C-6.

7. The complainant received an illegal pre-cancellation notice dated 07.06.2024, wherein the respondent raised another illegal demand of ₹30,63,255/-. A copy of the said notice is annexed as Annexure C-7. A cancellation letter was thereafter issued by the respondent on 04.12.2024, a copy of which has been annexed with an application filed by the complainant on 07.01.2025 in the office of the Authority.

8. The complainant has fulfilled his responsibilities and the default stands on the part of the respondent. The respondent is liable to make a valid offer of possession and also pay delay possession charges. Therefore, the complainant has approached this Authority seeking relief of possession along with delayed interest.

C. RELIEF SOUGHT:

9. The complainant in his complaint has sought the following reliefs:

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- i. To set aside the pre-cancellation letter dated 07.06.2024 and re-instate the plot in the name of the complainant.
- ii. To direct the respondent to provide a legally valid Offer of Possession along with a valid Completion Certificate and completing all other necessary compliances.
- iii. To direct the respondent to make payment of Delay Possession Charges to the complainant from the date of default till actual realisation.
- iv. Any other relief, this Hon'ble Authority may deem fit and appropriate.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

10. On receipt of notice of the complaint, the respondent has filed reply on 08.01.2025, which in brief states that the complainant had voluntarily invested in the respondent's project, namely "TDI City", at Kundli, Sonipat, Haryana, considering the reputation of the respondent company. It was further stated that part completion certificates for the township project measuring approximately 927 acres approx. were obtained on 23.01.2008, 18.11.2013 and 22.09.2017.

11. When the respondent company commenced the construction of the said project, the RERA Act was not in existence. Therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. The

provisions of RERA Act are to be applied prospectively. In support of its contention, a judgment, passed by Hon'ble Apex Court in the matter of "*Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others in Civil Appeal No.6745-6749 of 2021*" is referred to in which it was held that application of RERA Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act. The respondent has already obtained a completion certificate for the area under which the plot of the complainant is situated and has already offered possession in the year 2017.

12. The respondent has been prevented from completing the project due to non-cooperation from the landowners despite various initiatives. Legal notices were appropriately sent to the responsible landowners, however, the respondent failed to obtain the possession of the land due to reasons beyond its control.

13. Although possession of the unit was offered in the year 2017, certain dues were still pending against the said plot. A Statement of Account was issued along with the possession offer letter, but the complainant did not make the required payment. The complainant also ignored a reminder letter dated 10.04.2019 sent by the respondent company. A copy of which is annexed as Annexure R-5. As per the Statement of Account issued by the respondent company, outstanding dues are still payable by the complainant.

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14. The respondent company also informed the complainant about the Extension Policy for execution of the Sale/Conveyance Deed and commencement of construction through letters dated 20.04.2018 and 24.10.2018. The time for starting construction after execution of the Sale/Conveyance Deed was extended up to 20.12.2018. Copies of the said letters are annexed as Annexure R-6 and Annexure R-7 respectively.

15. The respondent company requested the complainant to come forward, execute the Sale/Conveyance Deed, take possession of the plot and pay the remaining dues. However, the complainant did not come forward for reasons best known to him. Instead, he has filed the present false and frivolous complaint to shift the blame onto the respondent company for his own default.

16. The present complaint is barred by limitation and is not maintainable before this Forum. It is merely an afterthought. The last payment was made by the previous owner in February 2008, before the plot was transferred to the complainant (subsequent allottee) in the year 2008. Under Section 137 of the Limitation Act, 1963, where no specific limitation period is prescribed, a period of three years applies. Therefore, the present complaint, filed after a long delay, is time-barred. The respondent has shown its willingness to return the amount collected from the complainant and hence, the respondent cannot be held responsible for a lack of service or an unfair trade practice.

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E. REJOINDER FILED BY THE COMPLAINANT:

17. Learned counsel for the complainant has filed rejoinder wherein reiterating the facts and submissions made in the complaint. He has further prayed to direct the respondent to hand over possession of his plot along with delay interest.

F. WRITTEN ARGUMENTS OF COMPLAINANT:

18. Learned counsel for the complainant has filed written arguments on 07.01.2026 wherein he submitted that the present complaint has been filed before this Hon'ble Authority seeking to set aside the pre-cancellation letter dated 07.06.2024. The complainant has also prayed for a legally valid offer of possession in a habitable condition after obtaining a valid Occupation/Completion Certificate (OC/CC). Further, the complainant has sought delayed possession charges from 03.02.2009 (the alleged date of default) until the actual date of handing over possession.

19. The respondent's claim that the complainant is only a subsequent purchaser and therefore not entitled to the same rights as the original allottee is incorrect and without legal basis. The complainant legally stepped into the position of the original allottee before the due date of possession and acquired all rights and benefits arising from the original allotment. Accordingly, the complainant is entitled to claim delayed possession charges in the same manner and to the same extent as the original allottee. The respondent cannot avoid its liability on this ground. This

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position has already been upheld by the Haryana Real Estate Appellate Tribunal in its judgment dated 06.01.2023 in Appeal No. 268 of 2020 titled *Emaar India Ltd. vs. Dharampal Sheoran*.

20. A comparison of the three alleged Part Completion Certificates filed by the respondent shows that the license numbers mentioned in all three documents are identical and repetitive. This repetition creates serious doubts about the authenticity and correctness of the said certificates. It is further submitted that the respondent has repeatedly revised the layout plan of the project without obtaining the complainant's consent and without giving any prior or subsequent intimation, which is contrary to settled legal principles. In view of these facts, it is respectfully submitted that the respondent has failed to make any lawful offer of possession. Any alleged offer of possession made without obtaining a valid Completion Certificate is ex facie illegal.

21. During a physical inspection of the project site conducted by the complainant on 01.04.2025, it was found that the plot is not in a habitable condition. The inspection shows that the respondent has not taken effective steps to develop the plot or to offer possession in a livable state, as even basic and essential amenities are lacking. Photographs taken during the site visit have already been placed on record by the complainant along with the rejoinder to the reply dated 28.04.2025. The complainant was issued an unlawful and invalid Offer of Possession dated 13.01.2017 along with a

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misleading Statement of Account. The Statement of Account shows arbitrary monetary demands, even though the previous allottee had already made full and final payment. Further, the respondent issued another illegal and unjustified Pre-Cancellation Notice dated 07.06.2024, demanding an excessive and unlawful amount of ₹30,63,255/-. Despite a specific stay order dated 20.08.2024 passed by this Hon'ble Authority in favour of the complainant, the respondent willfully violated the order and issued a Cancellation Letter dated 04.12.2024 on the ground of alleged non-payment of dues. The said cancellation letter issued at a later stage in clear violation of the subsisting stay order, is illegal and invalid in law. Therefore, the plot continues to remain in the name of the complainant, who is legally entitled to possession.

G. WRITTEN ARGUMENTS OF RESPONDENT:

22. Learned counsel for the respondent has filed written arguments on 18.12.2025 in which it is submitted that the complainant has concealed material facts and suppressed his own defaults, and has not approached this Hon'ble Forum with clean hands. The respondent company completed construction, obtained the Completion Certificate and offered possession as early as 2017. It also granted several extensions and opportunities to the complainant to execute the Sale/Conveyance Deed and start construction. However, the complainant failed to clear the outstanding dues or take

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possession and has now filed the present complaint in an attempt to wrongly shift the blame onto the respondent company.

23. The present complaint is false, frivolous, barred by limitation, and based on suppression of material facts. As per the settled law laid down by the Hon'ble Supreme Court in *S.P. Chengalvaraya Naidu (Dead) by LRs. v. Jagannath (Dead) by LRs. & Ors.*, no relief can be granted to a person who does not approach the court with clean hands. Therefore, it is respectfully prayed that the present complaint be dismissed in limine with costs, in the interest of justice.

24. During oral arguments learned counsel for the complainant as well the respondent have reiterated arguments as were submitted in the complaint, reply, rejoinder and written arguments.

H. ISSUES FOR ADJUDICATION

25. Whether the complainant is entitled to get possession of booked plot alongwith delay interest in terms of Section 18 of RERA Act, 2016?

I. OBSERVATIONS AND DECISION OF THE AUTHORITY

26. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

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- (i) With regard to the plea raised by the respondent that provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 03.02.2006 when the

original allottee was allotted plot no. J-81, TDI City, Kundli; it is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in ***Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others.***

Relevant part is reproduced below for reference:-

"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

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54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

(ii) Admittedly, the complainant in this case had purchased the booking rights qua the plot in question in the project of the respondent in the year 2008 from the original allottee. The total paid amount by the complainant is ₹27,17,750/- as per details given in the statement of account dated 21.10.2008 attached by the complainant and respondent respectively. Out of said paid amount, last payment of ₹8,13,750/- was made to respondent on 18.02.2008 by the complainant which implies that the respondent is in receipt of total paid amount since the year 2008 whereas the fact remains that no offer of possession of the booked plot has been made till date.

(iii) The respondent has also raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RERA Act, 2016. The RERA Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In terms of

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Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RERA Act, the Limitation Act has no direct applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

Section 29 - Limitation Act, 1963

29. Savings— (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).

(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.

(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.

(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.

Even, section 18(2) of RERA Act, 2016, brings the complaint out of the purview of Limitation Act, 1963.

Further, the Hon'ble Apex Court, in Consolidated Engg. Enterprises v. Irrigation Department, (2008) 7 SCC 169, has held that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in M.P. Steel Corporation v. Commissioner of Central Excise, (2015) 7 SCC 58, wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the complainant's claim for possession along with interest remains alive and enforceable until the project is completed or the matter is finally adjudicated.

(iv) Admittedly, Plot No. J-81 was booked on 28.10.2005 by Mr. Surender Bhatia by paying ₹5,42,500/-. An Allotment Letter was issued on 03.02.2006. The original allottee paid ₹27,17,750/- up to 18.02.2008. The plot was transferred to the complainant on

24.04.2008 with the respondent's acknowledgment. The due date of possession was in the year 2009 (36 months from the date of allotment), but the respondent failed to obtain the Occupation Certificate or make a valid offer of possession. On 13.01.2017, the respondent issued an Offer of Possession without obtaining a valid OC/CC and raised an illegal demand of ₹10,47,654/-. Even after more than 16 years, the respondent has not obtained a valid OC/CC and has continued to raise unreasonable demands. The complainant issued a Legal Notice dated 27.05.2024 seeking completion of registration formalities. Thereafter, the respondent issued a pre-cancellation notice dated 07.06.2024 demanding ₹30,63,255/-, followed by a Cancellation Letter dated 04.12.2024. Respondent submitted that the possession of the plot was offered in the year 2017 along with a Statement of Account showing pending dues but the complainant did not clear the outstanding amount and also ignored a reminder letter dated 10.04.2019 (Annexure R-5). As per the Statement of Account, dues are still payable. The respondent informed the complainant about the Extension Policy for execution of the Sale/Conveyance Deed and commencement of construction through letters dated 20.04.2018 and 24.10.2018, extending the time up to 20.12.2018 (Annexures R-6 and R-7). Despite repeated requests to execute the Sale/Conveyance Deed, take possession and clear dues, the complainant failed to comply and

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has instead filed the present complaint to shift responsibility for his own default.

(v) The complainant as well as the respondent has not specified any deemed date of possession. The Authority observes that the allotment letter for the plot in question was issued to the original allottee on 03.02.2006 and the same was transferred to the complainant in the year 2008. But Builder Buyer Agreement has not been executed till date and there is no clause pertaining to the deemed date of possession in the allotment letter. In absence of a specific clause for the deemed date of possession in the allotment letter, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In *Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya*, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr." in which it has been observed that period of three years is reasonable time for completion of construction work and delivery of possession. In the present complaint, the plot was allotted vide allotment letter dated 03.02.2006 by the respondent. Accordingly, taking a period of three years from the date of allotment as a reasonable time to complete development works in the project and to handover possession to the complainant, the deemed date of

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possession comes to 03.02.2009. In the present situation, the respondent failed to honour its contractual obligations without any reasonable justification.

(vi) In the written statement filed by the respondent, it is submitted that an offer of possession was made to the complainant on 13.01.2017 along with demand of ₹10,47,654/- that too without obtaining occupation/completion certificate. No latest photographs of the site or any other sort of justification except dispute with landowners which are responsible for creating hindrance in handing over the possession of booked plot has been placed on record by the respondent. It is the stand of respondent that there is on-going dispute with landowners and multiple attempts had already been made to resolve it but all efforts went in vain. In continuation of it, legal notices of year 2023-2024 were sent to landowners stating therein "*We also request you to allow us to complete development of the said land, as per our right and entitlement in terms of the said collaboration agreement executed between us so as to give a complete developed shape to the township-TDI City, Kundli. Please treat this as final intimation in discharge of our obligation as undertaken by us, in terms of the said collaboration agreement dated 12.07.2005 executed between us and expect that you will also discharge your obligations accordingly*". Except issuance of legal notices that too in the year

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2023-2024 the respondent has not taken any effective steps towards the interest of allottees. Moreover, the dispute is between the respondent and landowners. No litigation or any other proceedings is pending towards said dispute which operates as stay for the affected portion of land. It has not been established by the respondent that the offer of a booked plot is not possible due to some genuine reliable circumstances.

(vii) The complainant is insisting upon the possession of booked plot only as alternate plot is not available with the respondent. The respondent who is in receipt of a total amount of ₹27,17,750/- since the year 2006 has not even made sincere efforts to provide at least a reasonable number of options of alternate plot to choose from. It is the respondent who has failed to develop the booked plot till date. However, no such circumstances have been specified in written statement/oral arguments which can be relied upon to convince the Authority that the physical possession of the booked plot is actually not possible. The law point is that facts not specifically pleaded are not considered and the burden of proof lies on the party making the claim. Therefore, if a party fails to specify circumstances in its written statement or oral arguments that show physical possession of a booked plot is not possible, they cannot rely on those unspecified circumstances to convince the Authority that the possession is

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impossible. The party would need to provide specific facts and evidence to demonstrate this impossibility. For reference judgement dated 16.09.2025 passed by Hon'ble Bombay High Court in *Criminal Revision Application No.108 Of 2023 titled as "Romell Housing Llp vs Sameer Salim Shaikh"*, is relied upon, in which it is held that "*In law, oral assertions without supporting physical acts cannot displace settled possession proved by continuous conduct.*"

(viii) It is important to point out that this Hon'ble Authority had passed an order directing the respondent to maintain *status quo*, meaning that no party was permitted to change the existing position of the property or take any coercive action until further orders. Despite the subsisting status quo order, the respondent proceeded to cancel the booking on 04.12.2024. Such action amounts to a clear violation of the Authority's order. Any cancellation carried out during the operation of a status quo order is illegal, void and liable to be set aside, as it defeats the purpose of the judicial protection granted to the complainant.

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(ix) In the present complaint, the complainant intends to continue with the project and is seeking possession along with delayed possession charges as provided under Section 18 of the Act.

(x) The Authority observes that the respondent has severely misused its dominant position. Allotment of the plot was made on 03.02.2006, due date of possession as explained above in para 26(v) is 03.02.2009. The respondent has offered possession in the year 2017 i.e. after delay of almost 8 years and that too without obtaining occupation certificate. Hence, the said offer was not valid in the eyes of law. Even today, the respondent is not able to offer valid possession to the complainant and has not even specified the valid reason/ground for not offering the possession of the booked plot. The complainant however is interested in getting the possession of the booked plot and does not wish to withdraw from the project. In these circumstances, the provisions of Section 18 of the Act, 2016, clearly come into play by virtue of which while exercising the option of taking possession of the plot the allottee can also demand delay interest along with monthly interest and the respondent is liable to pay the same for the entire period of delay caused at the rates prescribed. For ready reference, the provisions of Section 18 is reproduced below:

Section 18 - Return of amount and compensation

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

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;

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

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

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

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

So, the Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date of possession i.e. 03.02.2009 to the date on which a valid offer is to be sent to the complainant after obtaining occupation certificate/completion certificate.

(xi) 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;

(xii) Consequently, as per the website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e. 20.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

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

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".

27. Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.80% and said amount works out as per detail given in the table below:

Sr. No.	Principal Amount	From Deemed date of possession or date of payment whichever is later	Interest Accrued till 20.02.2026
1.	₹27,17,750/-	03.02.2009	₹50,07,480/-
	Monthly interest		₹24,125/-

J. DIRECTIONS OF THE AUTHORITY

28. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the respondent/promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to pay upfront delay interest of ₹50,07,480/- as calculated above in Para 27 of this order to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount of ₹27,17,750/-, monthly interest of ₹24,125/- shall be payable by the respondent to the complainant up to the date of valid offer of possession after obtaining occupation certificate.

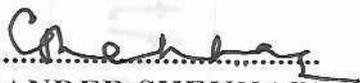
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(ii) The complainant will remain liable to pay balance consideration amount, if any, as per agreed terms and conditions of the agreement/allotment, to the respondent at the time when valid possession is offered to the complainant.

(iii) The rate of interest chargeable from the allottee by the respondent/promoter, in case of default shall be charged at the prescribed rate, i.e., 10.80% which is the same rate of interest which the respondent/promoter shall be liable to pay to the allottee.

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

20.02.2026
Narinder Kaur
(Law Associate)


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(CHANDER SHEKHAR)
MEMBER