



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1304 of 2024
Date of filing.:	30.09.2024
First date of hearing.:	05.11.2024
Date of decision.:	24.03.2026

1. Rajneesh Kumar Bhardwaj

2. Pranav Bhardwaj

Both residents of H.No C-159, Gali no. 7,

Bhajanpura, Garhi Mendu,

North East Delhi

....COMPLAINANT(S)

VERSUS

Splendor Landbase Ltd.

Unit no. 501-511, Plot NO.3

Jasola District Centre, New Delhi-110025

....RESPONDENT

CORAM: Dr. Geeta Rathee Singh

Member

Present: - None for the Complainants.

Adv. Shubnit Hans, Ld. Counsel for Respondent through V.C

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainants under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S No.	Particulars	Details
1.	Name of the project.	Splendor Grand, located at Sector 10 Panipat, Haryana
2.	Nature of the project.	Residential Group housing
3.	RERA Registered/not registered	Registered
4.	Details of the unit.	Unit no. 606, Tower A-3, 6th Floor, 1085 sq. ft. Carpet Area, 1650 Super Area
5.	Date of Agreement for sale	08.11.2019



6.	Due date of possession	<p>Clause 7.1 of agreement for sale dated 08.11.2019 Subject to the Allottee abiding by all the terms and conditions of this Agreement, including but not limited to the timely payment of all instalments in terms of the Schedule of Payments, as well as other charges, levies, etc., as provided for in this Agreement, the Company shall complete the construction of the Said Tower in which the Said Apartment is situated by 31.12.2021, with a grace period of three (3) months.</p> <p>However, if the completion of the Said Apartment and/or Phase-I of the Said Project is delayed due to Force Majeure conditions, the Allottee agrees that the Company shall be entitled to an extension of time for delivery of possession of the Said Apartment, to the extent that such Force Majeure conditions subsist.</p> <p>Upon cessation of the Force Majeure conditions, the Company shall, upon completion of construction of Phase-I of the Said Project, apply for the Occupancy Certificate of Phase-I with the competent authority, while initiating finishing activities with respect to the Tower in which the Said Apartment is situated.</p> <p>The obligation of the Company for completion shall be deemed to have been achieved upon the Company applying for the Occupancy Certificate for the said Phase (Completion Time).</p>
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7	Total consideration sale	₹55,00,050/-
8	Amount paid by complainants	₹46,99,365/-
9	Offer of possession.	23.05.2024

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Shri Rajneesh Kumar Bhardwaj and Smt. Rachna Bhardwaj (herein after referred to Original Allottees) had booked a unit No. 803 in Tower A-2, having an approximate super area of 1650 sq. ft. in 20.11.2013 group housing project under the name "Splendor Grand", situated at Sector-19, Panipat, Haryana (hereinafter referred to as the "Project"). An apartment buyer's agreement with the respondent on 05.03.2014 for purchase of the said Flat.
4. That as per Clause 11.2 of the apartment buyer's agreement, the respondent was required to complete the construction of the flat within a period of forty-two (42) months from the commencement of construction or from the date of execution of the agreement, whichever was later, with an additional grace period of six (6) months. Original allottees were informed that construction of the project commenced on 26.11.2013, and accordingly, the project ought to have been completed by 26.11.2016, or by 26.05.2017 including the grace period. Even if the date of completion is reckoned from the date of execution of the



- agreement, the construction should have been completed by 05.05.2017, or by 05.03.2018 after accounting for the grace period.
5. Original allottees continued to make payments strictly in accordance with the terms of the agreement and, apart from the initial booking amount of ₹5,00,000/-, made additional payments aggregating to ₹41,99,365/- between 09.01.2014 and 12.01.2019. Thus, the total amount paid by them towards the Flat and ancillary charges amounts to ₹46,99,365/-, inclusive of Service Tax and GST.
 6. That the respondent issued various demand letters and service invoices from time to time, calling upon them to remit the requisite amounts. Original allottees duly complied with all such demands and reminders in good faith. However, the respondent never apprised them of the actual status or progress of construction of the project through such communications.
 7. That the respondent issued a letter dated 29.01.2017 to original allottees, requesting them to accept an alternative possession on the ground that Tower A-2 was not ready for delivery. The respondent accordingly offered an alternative unit in Tower A-3 or Tower B-1 at the same price.
 8. As, original allottees had already invested their hard earned money in the project, they were left with no practical alternative but to accept the substitute allotment. Consequently, they contacted the respondent and agreed to accept the alternative possession. Pursuant thereto, a fresh



apartment buyer's agreement dated 08.11.2019 was executed between Shri Rajneesh Kumar Bhardwaj and Shri Pranav Bhardwaj on the one hand and respondent on the other. Thereafter, Unit No. 606, situated on the sixth floor of Tower A-3, Splendor Grande, Sector-19, Panipat, Haryana, was allotted to complainants.

9. It is pertinent to mention that respondent issued a credit note bearing No. CR-0022 dated 12.12.2019, whereby the car parking charges amounting to ₹2,10,000/- were adjusted against the overall payment plan.
10. In order to meet the financial obligations towards the newly allotted unit, complainants were required to avail a housing loan and accordingly approached HDFC Bank. The said bank required a permission letter from respondent for creation of mortgage over the said unit. Accordingly, at the request of complainants, respondent issued a letter dated 11.11.2019 in favour of HDFC Bank, granting permission to mortgage Unit No. 606, sixth floor, Tower A-3, Splendor Grande, Sector-19, Panipat, Haryana. Thereafter, a Tripartite Agreement dated 11.11.2019 was executed amongst complainants, Respondent and HDFC Bank.
11. Respondent further approached IDBI Trusteeship Services Limited for transfer of the aforesaid unit in favour of complainants. IDBI Trusteeship Services Limited, acting as Debenture Trustee for respondent on behalf



of the SWAMIH Investment Fund, issued a no objection certificate permitting the transfer of the said unit in favour of complainants.

12.Despite an inordinate delay of almost six years, respondent eventually issued an offer of possession to complainants vide letter dated 23.05.2024. Complainants were shocked to note that the said offer was made without any reference to delay compensation. Instead, respondent illegally demanded a further sum of ₹16,36,080/-, purportedly towards alleged interest and surplus charges, as a precondition for handing over possession. It is pertinent to mention that such interest and surplus charges were never agreed upon between the parties. The said demand is ex-facie arbitrary, illegal and unsustainable.

13.Respondent has failed to honour its contractual and statutory obligations and has acted in a grossly unfair and arbitrary manner. Respondent is seeking to unjustly enrich itself at the cost of complainants by raising illegal demands after causing prolonged delay in delivery of possession.

C. RELIEFS SOUGHT-

In view of the facts mentioned above, complainants pray for the following reliefs :-

- i. To direct the respondent to deliver actual and physical possession of the residential unit along with all the facilities and amenities as agreed and further direct the respondent to pay interest @ 24% per annum on the deposited amount from date of payment of the amounts



of the flat till the actual physical possession of flat is handed over to complainants.

- ii. To direct the respondent to adjust the balance payment of the unit from the compensation that may be allowed by this Hon'ble Adjudicating Authority.
- iii. To direct (forensic audit) in relation to the affairs of the respondent.
- iv. To direct the respondent to desist from making illegal demands in the nature of charging maintenance charges, holding charges, or any other charge that as per se violate the law of land.
- v. To direct the respondent to pay the litigation expenses amounting of ₹1,00,000/- to the complainants.
- vi. To pass any other orders in interest of justice.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 23.08.2021 pleading therein:

14. Notice was served to respondent on 07.10.2024 which got successfully delivered on 08.10.2024. Respondent through its counsel Adv. Shubnit Hans has filed reply on 26.03.2025 and raised following objection.

- i. Respondent has raised preliminary objections regarding the maintainability of the present complaint. It has been contended that complainants were defaulter in payment and failed to demonstrate

readiness and willingness as required under Section 16(c) of the Specific Relief Act, 1963. He further submitted that in view of Section 51 of the Indian Contract Act, reciprocal promises were to be performed simultaneously and it is relevant to state that complainants miserably failed to make payment of outstanding amount.

- ii. The present complaint is not maintainable as the allotment of unit in question in respect of which and the agreement of sale under which relief are being sought by complainants from this Hon'ble Authority by way of present complaint admittedly stands cancelled prior to filing of present complaint. Hence, complainants have no locus to file the present complaint .

15. Respondent has contended that Shri Rajneesh Kumar Bhardwaj and Smt. Rachna Bhardwaj had booked a unit No. 803 in Tower A-2, having an approximate super area of 1650 sq. ft. in 20.11.2013 group housing project under the name "Splendor Grand", situated at Sector-19, Panipat, Haryana. However, complainants were later on offered an alternative unit in Unit No. 606, situated on the sixth floor of Tower A-3, Splendor Grande, Sector-19, Panipat, Haryana, and a fresh Agreement for Sale dated 08.11.2019 was executed between Sh. Rajneesh Bhardwaj & Pranav Bhardwaj and Splendor Grand which superseded all prior



complainants vide letter dated 23.05.2024, subject to payment of outstanding dues, IFMS, and maintenance charges, as per the agreement for sale dated 08.11.2019.

19. Despite the lawful offer of possession, complainants failed to clear their outstanding dues amounting to ₹16,36,030/- (inclusive of interest and other contractual charges) and did not come forward for settlement of accounts. In view of the persistent default, respondent company issued a notice of cancellation dated 09.09.2024, granting a final opportunity of 30 days to clear the outstanding dues, failing which the allotment was liable to be cancelled in terms of Clause 7.10 of the agreement for sale dated 08.11.2019.

20. Complainants neither responded to the said notice nor cleared the outstanding dues within the stipulated period. Consequently, respondent company issued a confirmation of cancellation dated 04.11.2024, thereby cancelling the allotment of the subject unit in accordance with the agreement for sale. In terms of Clause 7.10 of the agreement for sale dated 08.11.2019, respondent company was entitled to forfeit the earnest money along with interest on delayed payments and other applicable charges. However, in good faith and without prejudice to its rights, respondent company forfeited only 10% of the total consideration amounting to ₹5,50,050/- and refunded the remaining amount of



₹39,39,315/- to complainants through cheque. However, said cheques were not encashed by the complainants.

Thus, the present complaint is devoid of merit and liable to be dismissed.

E. REJOINDER FILED BY THE COMPLAINANTS DATED 20.05.2025-

Complainants in their rejoinder reiterated the facts stated in the complaint.

The additional submissions made in rejoinder is summarized as under:-

21. The execution of the second agreement does not extinguish or prejudice rights arising from the original agreement. Respondent cannot compute possession timelines solely from the second agreement. Respondent's attempt to rely upon the second agreement to evade liability for prior delays is legally untenable, particularly when the necessity for the second agreement arose solely due to respondent's default.
22. That respondent was fully aware of the pending proceedings before the Hon'ble Authority, yet proceeded with unilateral actions, including cancellation attempts, without due regard to judicial propriety. Any alleged refund instruments / cheques issued by respondent have never been encashed by complainants, as the matter remains sub-judice before this Hon'ble Authority
23. That the respondent's conduct demonstrates arbitrariness, mala fide intent, and a calculated attempt to avoid liability arising from prolonged and unjustified delays.



24. That respondent's pleadings remain unsupported by documentary evidence or legally admissible proof, rendering the averments baseless and liable to be rejected.

F. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT

DATED-23.02.2026

25. The respondent has placed on record written arguments, wherein the submissions made in the reply have largely been reiterated and further elaborated upon.

The additional submissions made in written argument are summarized as under:-

- i. That due to continued and persistent default in making timely payments, issued a notice of cancellation dated 09.09.2024, granting a final opportunity of 30 days to Complainants to clear outstanding dues amounting to ₹16,36,030/-. Section 11(5) of RERA, 2016 permits cancellation of allotment in accordance with terms of agreement for sale. Persistent default by complainants disrupted financial discipline of the project, entitling respondent company to exercise contractual and statutory right of cancellation. Judicial precedents consistently uphold such action where allottee remains in default despite reminders and opportunity to cure. Respondent Company followed due process by issuing repeated demand notices, granting final opportunity, and thereafter cancelling allotment lawfully.



ii. That it is respectfully submitted that agreement for sale dated 08.11.2019 constitutes the entire understanding between the parties and expressly supersedes all prior allotment letters, applications and agreements. That as per section 62 of Indian Contract Act, 1897 if parties to a contract agree to substitute a new contract for it, or to rescind or alter it, the original contract need not be performed. For this reliance be placed on this judgment

“Venkataraman KrishnaMurthy and anr. Versus Lodha Crown Buildmart Private Limited (2024) (para 19,21,22,27) observed that once the contract in written form is entered by the parties, then the same would be binding upon them, and it is open for the court to rewrite or make a new contract by giving new interpretation of the contract.”

iii. That despite the repeated reminder letters and emails, sent by the respondent company to the complainants, the complainants have failed to clear their outstanding dues, amounting to ₹16,26,030/-, thereby committing a fundamental breach of the agreement of sale dated 08.11.2019 and section 19(6) of the Real Estate (Regulation and Development Act, 2016) Section 19(6) of the RERA, 2016 is being reproduced herein for the kind reference of this Ld. Authority.

“Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in manner and within the time specified in the said agreement for sale and shall pay at proper time and place, the share of registration charges, municipal taxes, water, and electricity charges, maintenance charges, ground charges and other charges, if any.”



That, therefore, a bare perusal of the above make it abundantly clear that the complainants, without clearing the outstanding dues and without coming forward for settlement of accounts ,have chosen to file the present complaint, which deserves to be dismissed on this ground alone.

F. ISSUES FOR ADJUDICATION

26. Whether the complainants is entitled to physical possession of residential unit along with interest @ 24% p.a on account of delay of physical possession in question.
27. Whether any illegal demands being made by the respondent.

G. ORAL ARGUMENTS ON BEHALF OF COMPLAINANTS AND RESPONDENT

28. Learned Counsels appearing on behalf of both the parties reiterated the submissions made in their respective complaint, reply and supporting documents. On hearing dated 24.02.2026 , Ld. Counsel for the complainants admitted that demand raised by the respondent at time of offer of possession dated 23.05.2024 i.e., ₹16,36,080/- be adjusted towards delay possession charges.

H. FINDING ON OBJECTIONS RAISED BY THE RESPONDENT

- H.1 Objection under Section-16(c) of Specific Relief Act.



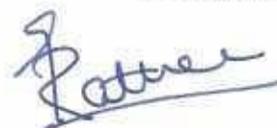
29. Respondent has raised preliminary objection that complainants failed to demonstrate readiness and willingness as required under Section 16(c) of the Specific Relief Act, 1963, and therefore are not entitled to the relief sought, relevant extract of which reads as under:

Section 16- Personal Bars to Relief-

Specific Performance of a contract cannot be ordered in favor of person clause c:- who fails to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant.

Authority observes that the rights of an allottee under Sections 18 and 19 of the Act arise by operation of statute once delay in handing over possession is established. Such statutory rights cannot be curtailed by importing principles applicable to civil suits for specific performance. It is a settled legal position that RERA is a special legislation enacted to protect the interests of homebuyers and provides an independent adjudicatory mechanism, and the remedies under the Act cannot be defeated by technical objections based on civil law doctrines.

Further, Section 89 of the Real Estate (Regulation and Development) Act, 2016, expressly provides that the provisions of the Act shall have effect notwithstanding anything inconsistent therewith contained in any other law

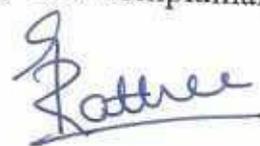


for time being in force. In view of the overriding effect accorded to the Act, any reliance placed by the respondent upon Section 16(c) of the Specific Relief Act, 1963 to restrict the statutory entitlement of allottee, is wholly misplaced and untenable in law.

Accordingly, the objection of the respondent based on Section 16(c) of the Specific Relief Act is misconceived and is hereby rejected.

H.2 Objection regarding maintainability of complaint

30. Respondent has further raised another preliminary objection that notice of cancellation was issued on 09.09.2024, i.e before filing of the present complaint therefore, complainants have no *locus standi* to maintain the present complaint. Authority observes that even if a cancellation is done before filing of complaint same do not preclude an aggrieved person from filing a complaint under Real Estate (Regulation and Development) Act, 2016 for seeking remedy for contravention of his/ her rights. In the present complaint offer of possession was made by respondent on 23.05.2024 alongwith alleged illegal demand. Thereafter, upon non acceptance of said offer respondent issued a 'notice of cancellation' dated 09.09.2024 communicating the respondent to clear all the pending dues as reflected in offer of possession within 30 days, failing which the unit of the complainants will be cancelled. However, cancellation letter was issued on 04.11.2024, i.e., just a day before the first date of hearing in the matter before this Authority, whereas, the complainants had



already filed the present complaint on 30.09.2024, before cancellation of unit challenging the offer of possession and notice of cancellation. Cancellation of unit was done during pendency of the present complaint and therefore will be hit by the *doctrine of lis pendens*.

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

31. After going through rival contentions of both parties and perusing documents placed on record, it is observed that in the captioned complaint Mr. Rajneesh Bhardwaj and Mrs. Rachna Bhardwaj had initially booked a Unit no.803, in Tower A-2, 8th Floor, having super area (1650 sq. ft) in the real estate project namely "Splendor Grand" for basic sale price of ₹42,48,750/-. As per clause 11.2 of agreement dated 05.04.2014 executed between Mr. Rajneesh Bhardwaj and Mrs. Rachna Bhardwaj on one hand and respondent on another possession of the unit was to be delivered .i.e., within 42 months from date of construction and execution of this agreement whichever is later beyond which the developer will be entitled for grace period of 6 months. Since, no document is available on record to determine date of commencement of construction, date of possession as per initial agreement dated 05.09.2014 was 05.09.2017. However, respondent failed to deliver the possession by 05.09.2017 and instead offered an alternative unit bearing no. 606, Tower A-3, 6th Floor, carpet area (1085 sq. ft), super area(1650 sq. ft)



sq. ft), super area(1650 sq. ft) in the same project to Mr. Rajneesh Bhardwaj and Mrs. Rachna Bhardwaj vide letter dated 29.12.2017. Further, qua this unit, a fresh agreement for sale dated 08.11.2019 was executed between Splendor Landbase Ltd. on one hand and Sh. Rajneesh Bhardwaj jointly with Sh. Pranav Bhardwaj, instead of Mrs. Rachna Bhardwaj on other hand. As per fresh agreement for sale the total sale consideration of the new unit was fixed at ₹55,00,500/-.

32. Learned counsel for respondent contended that a fresh agreement for sale dated 08.11.2019 was executed between Sh. Rajneesh Bhardwaj and Sh. Pranav Bhardwaj and the respondent promoter and the same shall superseded all prior understandings and documents between the parties in respect of the new subject unit. Respondent has relied upon Clause 23 of the agreement for sale dated 08.11.2019, which provides that the said agreement constitutes the entire understanding between the parties and that there are no promises, assurances, or representations, oral or written, other than those contained in the agreement. The clause further stipulates that the agreement supersedes the application form, allotment letter, and all prior communications, and that no reliance can be placed upon any document executed prior to 08.11.2019.

33. Authority observes that admittedly, two agreements were executed between the complainants and respondent. As per the initial apartment buyer agreement dated 05.09.2014 possession of the unit was to be

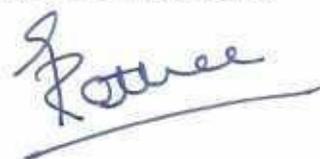


handed over to Mr. Rajneesh Bhardwaj and Mrs. Rachna Bhardwaj within the stipulated contractual period i.e., by 05.09.2017. However, the same was not delivered. Instead, an alternate unit was offered to complainants in Tower A-3, which complainants accepted. Consequently, a fresh agreement for sale was executed between the parties on 08.11.2019. It is contention of complainant that since they have invested their hard earned money since year 2014, they had no other remedy except to accept the alternate offer for alternate unit and to sign fresh agreement with regard to the same. In this regard it is pertinent to note that on the date of execution of the fresh subsequent agreement for sale i.e., 08.11.2019, the Real Estate (Regulation and Development) Act, 2016 was already in force and fully applicable to the project. The statutory framework under the Act of 2016 confers specific rights and remedies upon an allottee, including the right to seek possession of the unit along with delayed interest. Therefore, upon the failure of respondent to deliver possession under the earlier arrangement, Mr. Rajneesh Bhardwaj and Mrs. Rachna Bhardwaj had a clear and efficacious remedy available under the provisions of the Act. However, instead of invoking the statutory remedies available under RERA, complainants consciously elected to enter into a fresh contractual arrangement with respondent by executing the agreement for sale dated 08.11.2019. In fact, in subsequent agreement Mr. Pranav Bhardwaj was



substituted as co-allottee instead of Mrs. Rachna Bhardwaj. This reflects that the parties mutually agreed to novate their earlier understanding and redefine their respective rights and obligations in relation to the alternate unit.

34. In such circumstances, the contractual relationship between the parties will be governed by the terms and conditions of the subsequent agreement dated 08.11.2019. Complainants having voluntarily entered into the said agreement are bound by its stipulations including those pertaining to the timelines for completion and delivery of possession. A perusal of Clause 23 of the agreement for sale dated 08.11.2019 specifically stipulates that the said agreement supersedes the application form and allotment letter issued by the Company. Accordingly, for the purpose of determining the contractual rights and obligations of the parties concerning the subject unit, the terms of the agreement dated 08.11.2019 are required to be considered.
35. Clause 7.1 of the agreement for sale dated 08.11.2019 is required to be considered for determining the due date of possession. The said clause provides that, subject to the allottee complying with all the terms and conditions of the agreement, including timely payment of instalments and other applicable charges, the company shall complete the construction of the tower in which the apartment is situated by 31.12.2021, with a grace period of three months i.e 31.03.2022.



36. In terms of the aforesaid clause, possession of the unit was required to be handed over to complainants by 31.03.2022. The record shows that the occupation certificate was granted to respondent on 26.04.2024, and the offer of possession was issued to complainants on 23.05.2024. Thus, possession was offered after a delay of approximately two years beyond the contractual timeline. Offer of possession dated 23.05.2024 being subsequent to the issuance of the occupation certificate constitutes a legally valid offer of possession. However, possession was resisted by complainants on the ground that as it is accompanied by illegal demands. The complainant raised the grievances towards respondent however the respondent issued show cause notice for cancellation dated 09.09.2024 followed by cancellation notice dated 04.11.2024. Aggrieved by show cause notice complainant had instituted the present complaint on 30.09.2024 i.e., 20 days after issuance of show cause notice of cancellation. Since the complainant had immediately opted to avail legal remedy in respect of the show cause notice, the status of the unit in question was subject to outcome of the present suit. The respondent could not have cancelled the unit in question all the while retaining the huge amount paid by the complainants. Thus the alleged cancellation dated 04.11.2024 is found to be void and bad in the eyes of law.
37. As possession has already been offered after obtaining the occupation certificate. Authority hereby conclude that complainants are entitled to



delay interest calculated from the deemed date of possession till the date of valid offer of possession, i.e., 23.05.2024.

38. As per Section 18 of the Act, such interest is to be awarded at the rate prescribed under the applicable rules.

The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation - For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default:

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid:

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

"Rule 15: "Rule 15. Prescribed rate of interest- (Proviso to section 12. section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2% "

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark



lending rates which the State Bank of India may fix from time to time for lending to the general public.

39. Hence, Authority directs respondent to pay delay interest to complainants 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 10.80% (8.80% + 2.00%) from from the due date of possession till the date of a valid offer of possession i.e 23.05.2024.

40. 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 in respective complaint as mentioned in the table below:

Sr. no	Principal Amount (in ₹)	Due date of possession or date of payment whichever is later	Interest accrued till valid offer of possession i.e 23.05.2024
1.	46,99,365	31.03.2022	10,91,540
Total	46,99,365		10,91,540

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On hearing dated 24.02.2026, Ld. Counsel for the complainant admitted that demand of ₹16,36,080/- raised by the respondent at the time of offer of possession dated 23.05.2024 and also requested that said amount be adjusted toward delay possession charges.

41. Complainants is also praying that the respondent be directed to desist from making demands on account of maintenance and holding charges. With regard to maintenance charges Authority observes that as per clause 9.2 of agreement for sale dated 08.11.2019 complainant itself agreed to pay maintenance charges to respondent. Relevant para of agreement reproduced herein.

"The allottee hereby accepts that the provisions of such maintenance services and use and access to common areas and facilities in Phase- I and Said Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called but not limited to requisite security deposit, periodic ("maintenance charges") to the Association or Maintenance agency, as case may be, and performance of all the conditions, covenants, obligations and responsibilities of the Allottee under this Agreement."

It is also matter of fact that valid possession has already been offered vide letter dated 23.05.2024. Therefore, complainants are obligated to pay maintenance charges as demanded by respondent with effect from 23.05.2024.

42. With regard to holding charges it is observed that the respondent having received the sale consideration has nothing to lose by holding possession



of the allotted flat except that it would be required to maintain the apartment. In present complaint since complainants are liable to pay maintenance charges therefore, holding charges will not be payable to the respondent.

43. Further, complainants are seeking litigation expenses. 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, complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation & litigation expenses.

H. DIRECTIONS OF THE AUTHORITY

44. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of



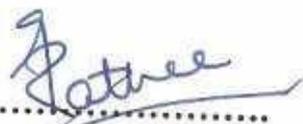
obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

i. Respondent is directed to pay the complainants amount of ₹10,91,540/- as delay interest from the period 31.03.2022 to 23.05.2024. Respondent is further directed to adjust the amount of payable by the complainant as per statement of account annexed along with offer of possession dated 23.05.2024.

ii. Complainant is liable to pay maintenance charges as per observation made in para 41 of this order.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

45. **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]