



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	514 of 2024
Date of filing.:	05.04.2024
First date of hearing.:	14.05.2024
Date of decision.:	10.02.2026

1. Himanshu Srivastva w/o Sh. Banke Bihari Lal Srivastva

2. Banke Bihari Lal Srivastva s/o Sh. Omkar Nath Srivastav

Both R/o D1/16, 2nd floor, Palam Kunj,

Palam Extension, Sector-7, Dwarka,

South West Delhi, 110077

....COMPLAINANTS

VERSUS

Ruhil Promoters Private Limited

DSM-538 Tower, DLF Shivaji

Marg, Motinagar, 110015

....RESPONDENT

**Present:** - Adv Jasdeep Singh, Learned counsel for the Complainant

Adv. Kamaljeet Dahiya and Adv. Navneet, Learned counsels for  
the Respondent

A handwritten signature in black ink, which appears to read "Jasdeep Singh". The signature is written in a cursive style with a horizontal line underneath it.

**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 relevant rules 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.	Ruhil Residency, Sector-3, Bahadurgarh
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Registered vide Registration No. 139 of 2017
4.	Date of booking	19.11.2012
5	Date of allotment	08.03.2013
4.	Date of apartment buyer agreement	04.04.2013



5.	Details of the unit.	G-204, 2nd Floor at Tower G-4, Super Built up area of 1250 Sq. Ft.
6.	Possession clause in BBA (Clause 9.i)	"Subject to force majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs etc., the Developer proposes to complete the construction within a period of 36 months from the date of execution of this agreement with grace period of 180 days under normal circumstances."
7.	Due date of possession	04.10.2016
8.	Total sale consideration	₹ 39,17500/-
9.	Amount paid by complainant	₹38,67,678
10.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
11.	Date of offer of possession	13.09.2023

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

3. Complainants had booked a unit in the project of the respondent namely, "Ruhil Residency", situated at Sector-3, Bahadurgarh on 19.11.2012 by paying a booking amount of ₹ 3,40,000/-. Vide allotment letter dated 08.03.2013 complainants were allotted an unit bearing no. G-204, 2nd Floor at Tower G-4, having a super built up area of 1250 sq. ft. in the said project.



4. A unit buyer agreement was executed between the parties on 04.04.2013 qua the said unit. The total sale consideration of the unit was fixed as ₹39,17500/- against which the complainants had paid an amount of ₹38,67,678/- till date. As per clause 9(i) of the agreement, respondent had committed to deliver possession of the unit within 36 months along with a grace period of 180 days i.e., 42 months from the date of execution of the agreement, which comes to 04.10.2016.

5. The complainants have adhered to the terms of the agreement and not even a single default was committed by the complainant in making payment of instalments. The complainant has already paid almost 95% of the total sale consideration of the apartment.

6. The respondent was supposed to deliver possession of the booked apartment by 04.10.2016, however the respondent miserably failed to complete construction of the project and deliver possession in a time bound manner. Rather the respondent company had issued a demand letter dated 13.09.2023 whereby along with other demands, the respondent company had demanded an illegal amount of ₹3,36,000/- on account of additional staircase and for maintenance amounting to ₹44,250/- which was never the part of agreement copy of demand letter is annexed as **Annexure C-5**.

7. That the complainant is aggrieved by the fact that the respondent is charging holding and maintenance charges @ ₹2.5 per sq. ft. per month without handing over the physical possession of the unit. It is also submitted that respondent



failed to provide the fitting and fixtures of the said unit as per the Annexure C of the apartment buyer agreement dated 04.04.2013.

8. That the building is not complete and common areas are not properly managed and still a lot of work is pending on part of the respondent. A copy of latest photos of the incomplete project is annexed as **Annexure-C6**.
9. That the respondent despite taking money has not handed over the possession of the flat despite lapse of more than 9 years from the due date of possession; hence present complaint has been filed seeking possession of the apartment along with interest from the due date of possession till actual handing over of physical possession.

### **C. RELIEF SOUGHT**

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

- i. Direct the respondent to hand over physical possession of the above-mentioned unit to the complainants, complete in all respects, along with all amenities, fittings and fixtures, strictly in accordance with the terms of the agreement.
- ii. Direct the respondent to pay delay interest as prescribed under the Act for the period during which the respondent failed to hand over the physical possession of the unit to the complainant.



- iii. Direct the respondent to execute the conveyance deed/sale deed in favour of the complainant in respect of the above-mentioned unit, in accordance with law.
- iv. Direct the respondent not to raise any demand towards maintenance charges till the date physical possession of the unit is handed over to the complainant and the maintenance agreement is duly executed by the builder.
- v. Direct the respondent to bear the expenses towards the staircase, which was never a part of the agreement, and since the said charges have arisen due to the default of the respondent, the same are liable to be paid by the respondent itself.
- vi. Direct the respondent/builder not to levy or charge any interest in the form of holding charges or otherwise on the amount payable by the complainant, especially when 95% of the total sale consideration has already been paid by the complainant.
- vii. Pass any other order(s) or grant such further relief(s) as this Hon'ble Authority/Court may deem fit and proper in the facts and circumstances of the present case, in favour of the complainant and against the respondent.



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

Learned counsel for the respondent filed detailed reply on 02.06.2025 pleading therein:

11. That the complainants had booked a unit in the project of the respondent namely 'RUHIL RESIDENCY' situated at Sector-3, Sarai Aurangabad Village, Bahadurgarh, Distt. Jhajjar, Haryana-124507. Complainants were allotted apartment no. G-204, situated at 2nd Floor in Block no. G-4 admeasuring super area 1250 sq. ft.
12. That the respondent had completed the project in the year 2019 and thereafter filed an application for grant of occupation certificate on 13.01.2020 with the concerned department, which was kept pending with the department and also got delayed due to Covid-19 situation as national lockdown was announced in the entire country. On 17.03.2022, occupation certificate was received by respondent from the concerned department. Respondent submitted that force majeure on account of Covid-19 outbreak be taken into consideration for relaxation as Covid-19 outbreak lead to delay in handing over of possession. Hence, period from 13.01.2020 to 17.03.2022 be considered as force majeure and the burden of payment of interest for said period must not be put on the respondent. The Authority had also considered the period from 25.03.2020 till 24.09.2020 as force majeure and granted relief/extension in compliance of various provisions of RERA Act, 2016 and Rules 2017. Further special



extension of three more months has also been granted due to second wave of COVID-19. As such respondent is also entitled for benefit of such force majeure period and should be exempted from charge of delay interest from 13.01.2020 to 17.03.2022.

13. That there was delay in construction of the project because of some circumstances which were beyond the control of the respondents. As per clause 9(vii) of the agreement, if there is delay due to reasons beyond the control of the developer then the allottee(s) do not have any right to claim the compensation of whatsoever nature. Moreover, the complainant himself agreed upon the terms of the agreement and also gave his full consent over such terms. For ease, clause 9(vii) is reproduced herein below:

*"The developer as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this agreement or if the circumstances beyond the control of the developer so warrant, the developer may suspend /abandon the project or any of its part for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever including the compensation stipulated in clause 9(iii) of this agreement during the period of suspension of the scheme".*

14. That the construction of the said apartment is complete and the respondent is ready to give the possession as the Occupation Certificate from the concerned department has been issued. It is further submitted that despite force majeure situations which were beyond the control, respondents were able to complete the apartment. The project is complete in all respects as is credence from the



report of Ld. Local Commissioner that was submitted in Complaint No. 413/2022.

15. That after receipt of occupation certificate, vide email dated 08.04.2022 the respondent had formally intimated the complainants regarding the grant of occupancy certificate and offered possession of the unit. Further communications regarding possession and outstanding dues were sent on 10.05.2022. Despite these repeated communications, the complainants failed to respond. Subsequently, on 14.09.2023, the respondent issued another letter to the complainants, once again requesting the payment of outstanding dues. However, complainant at the time of filing of the complaint concealed this fact and only placed on record the demand letter dated 13.09.2023.

16. That the complainant made the last payment against the installment that was due on 30.04.2022 and had not turned to clear the outstanding amount till date. The respondent had completed the project despite non-payment by the complainant and several other allottees like her. The complainant was informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against her unit, but complainant never turned to clear the outstanding against her unit nor came forward to take possession.

17. That the complainants have not approached the Hon'ble Authority with clean hands and had not disclosed that the possession had already been offered to



him in the year 2022 and the complainant has not come forward either to clear the outstanding amount or to take possession of the unit in question .

18. It is submitted that the complainants are seeking refund of club charges, staircase charges, maintenance charges in the instant complaint which is not tenable as the said charges were raised as per the terms of apartment buyer agreement executed between the parties.

19. It is submitted that the complainant denied to take possession of the apartment without any substantive reason hence, the complainant is liable for breach of provision of Section 19(6), 19(7) and 19(10) of the RE(R&D) Act 2016 and is accordingly, liable to pay interest and holding charges for delay in making payments.

#### **E. REJOINDER TO REPLY FILED BY THE RESPONDENT**

20. The subject unit was booked on 19.11.2012 and the apartment buyer's agreement was executed on 04.04.2013, after a delay of more than five months. Prior to execution, complainants had already paid approximately ₹7,23,116/- i.e., nearly 20% of the total sale consideration. As per the agreement, possession was to be delivered within 36 months with a grace period of six months, i.e., by 04.10.2016. The respondent failed to honour this timeline. Complainants made all payments regularly, as reflected in the statement of account annexed with the complaint. Only the final instalment, contractually payable at the time of a valid offer of possession, remains



outstanding. Despite being in default, the respondent arbitrarily raised an additional demand of ₹3,36,000/- under the guise of staircase charges, without any contractual basis, justification, or calculation. Such demand is ex facie illegal and amounts to unfair trade practice.

21. The respondent has admitted that the Occupation Certificate was applied for and obtained much after the agreed date of possession, finally being issued only in the year 2022. The respondent has also failed to place on record a valid Fire NOC, despite claiming the same.

22. That mere reliance on vague emails, without establishing proof of delivery or identifying the complainant's email address, does not constitute a valid offer of possession. The emails relied upon relate only to the occupation certificate and do not satisfy the legal requirements of a lawful possession offer, as clarified by this Hon'ble Authority in Shailesh Kumar Agarwal v. Anant Divine Developers Pvt. Ltd. The complainant has paid approximately 95% of the total sale consideration and has consistently expressed readiness and willingness to take possession, subject to a lawful offer. The respondent alone is responsible for the prolonged delay and has failed to compensate the complainant for the same, as mandated under law.

23. That the respondent has failed to establish any force majeure circumstances. Persistent delay and non-performance cannot be condoned on procedural grounds, as held in M/s Halliburton Offshore Services Inc. v. Vedanta Ltd. & Anr. The respondent has shown continuous negligence since



2016. The delay in completion of the project, obtaining of occupation certificate in 2022, and failure to issue a valid offer of possession clearly entitle the complainant to interest for the entire period of delay. The conduct of the respondent in repeatedly delaying proceedings, raising unlawful demands, and withholding possession amounts to unfair and unconscionable trade practices under RERA.

#### **F. ARGUMENTS OF BOTH THE LEARNED COUNSEL**

24. During the course of arguments, both parties reiterated the written pleadings. Further the complainant's counsel was enquired with regard to subsequent demand letter dated 10.05.2022 and 14.09.2023 issued by the respondent. Learned counsel for the complainants replied that the said letters were never received by the complainants and also there is no postal receipt/proof of delivery attached along with them.

25. Learned counsel for the respondent raised oral objection to the alleged statement of accounts annexed by the complainant at page 54/ Annexure C-4 of the complaint file submitting that the said ledger account is merely printed on a piece of paper without stamp of the respondent company or approval of authorised signatory. She objected to the total paid amount stated to have been paid by the complainant submitting that the onus is upon the complainant to prove the total paid amount for which this ledger account is insufficient.



In response, learned counsel for the complainants submitted that respondent in its reply itself has annexed a demand letter dated 10.05.2022 wherein the total receipt amount has been admitted as ₹ 38,67,678/-, thus there is no dispute in the total amount paid by the complainants to the respondent.

## **G. ISSUES FOR ADJUDICATION**

26. Whether the complainants are entitled to relief of delayed possession charges along with interest?
27. Whether the complainants are liable to pay maintenance charges, staircase charges and holding charges?

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

28. As per the facts and circumstances, the complainants had booked an unit in the project of the respondent namely, "Ruhil Residency", situated at Sector-3, Bahadurgarh on 19.11.2012 by paying a booking amount of ₹ 3,50,000/-. Vide allotment letter dated 08.03.2013 complainants were allotted a unit bearing no. G-204, 2nd Floor at Tower G-4, having a super built up area of 1250 sq. ft in the said project. A unit buyer agreement was executed between the parties on 04.04.2013. The total sale consideration of the unit was fixed as ₹39,17500/- against which complainants, admittedly, have paid an amount of ₹ 38,67,678/- till date. It is the submission of the complainants that the respondent has delayed the delivery of possession beyond the stipulated period of time,



29. Authority observes that as per clause 9(i) of the apartment buyer agreement executed between the parties, possession of the apartment should have been delivered by 04.10.2016. However, the respondent has failed to deliver possession of the booked apartment within the stipulated time period. Respondent has attributed this delay in delivery of possession to force majeure conditions on account of COVID outbreak and the time taken by the department in issuing occupation certificate.

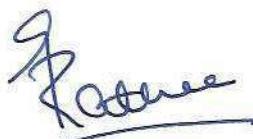
In this regard it is observed that the possession of the apartment in question became due on 04.10.2016. It is a matter of fact that COVID-19 outbreak hit construction activities post 22nd March 2020 i.e nearly three years after the due date of possession. The possession of the apartment had already been delayed for a long period of time even before the COVID-19 halted construction. The respondent had failed to construct the project on time and deliver possession to the complainants. Therefore, as far as delay in delivery of possession of the unit in question is concerned, respondent cannot be allowed to claim benefit of COVID19 outbreak as a force majeure condition. Further, reliance is placed on judgement passed by Hon'ble Delhi High Court in case titled as "*M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (I) (Comm.) No. 88/2020 and I.A.S 3696-3697/2020*" dated 29.05.2020, wherein Hon'ble High Court has observed that:



“69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March, 2020 in India. The contractor was in breach since September, 2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.

*The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September, 2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used as an excuse for non-performance of contract for which deadline was much before the outbreak itself. ”*

Respondent has also cited departmental delay in issuing occupation certificate as a force majeure condition. In this regard, it is observed that respondent had committed to deliver the possession of the unit by 04.10.2016, meaning thereby that respondent should have applied and obtained occupation certificate by 04.10.2016, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse more of the 3 years from the stipulated time and thereafter the same was issued on 17.03.2022.



Furthermore, respondent has taken a defense that the period for which the occupation certificate was pending before the Competent Authority be excluded from the delayed period as the delay in issuance of occupation certificate is attributable to the competent authority and not the respondent. It is noteworthy to observe that there is no document on record to show that at the time when the respondent had applied for grant of occupation certificate, that said application was complete in all aspects and there was no deficiency in the application that was conveyed to them and that the sole delay was on the part of the concerned department in processing the application of the respondent's. Moreover, the Authority has already included the grace period of 180 days as provided in the agreement to sale while computing the due date of possession. No case for further concession is made out.

Herein all the pleas/grounds taken by the respondent to plead the force majeure condition happened after the due date of possession had already passed and the delivery of possession had been long due. Respondent cannot be allowed to take advantage of delay caused in delivery of project due to its own account and hence, the claim of the respondent is rejected.

30. As observed earlier, the possession of the unit in question should have been delivered to the complainants by 04.10.2016. However, the respondent delayed delivery of possession beyond stipulated time. The respondent in its reply has submitted that an email dated 08.04.2022 was sent on the email Id of the



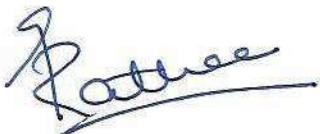
complainants intimating with regard to receipt of occupation certificate on 17.03.2022 and offer of possession. Vide said the complainants were asked to visit the office of the respondent to clear outstanding dues and to take over possession; however, the complainants failed to come forward and take delivery of possession after payment of the outstanding amount. Thereafter the respondent had issued a letter dated 10.05.2022 along with a demand letter towards outstanding demands to the complainant but the same was also ignored by the complainants for reasons best known to them. The respondent had been diligently pursuing the complainants to take possession and thus again issued a reminder letter dated 14.09.2023 to the complainants. However, the complainants deliberately failed to respond.

On the other hand, learned counsel for the complainants has refuted the offer of possession dated 08.04.2022 stating that the same was a mere email intimating the complainants with regard to completion of works and receipt of occupation certificate. No demand letter of payables and receivables of amount had been issued with the said email, hence, the same was not a valid offer of possession. The learned counsel for the complainants denied the receipt of offer of possession letter dated 10.05.2022 and reminder letter dated 14.09.2023 stating that the same was never served upon the complainants.

31. In view of the rival contentions of both parties, it is observed that a valid offer of possession is a formal intimation on part of respondent communicating to



the complainants that the unit is ready/habitable for possession. It forms the beginning of the process of handing over possession. A valid offer of possession constitutes intimation regarding status of unit, status of receipt of occupation certificate and balance payables and receivables amount in respect of the unit for which possession has been offered to ensure a smooth hand over of possession of the unit. In present complaint, a bare perusal of the email dated 08.04.2022 intimating about the receipt of occupation certificate/offer for fit out purposes reveals that the respondent company had sent an email intimating the allottees of the project (including the present complainant), namely 'Ruhil Residency', that the respective units of the allottees are ready for possession and that the respondent company is in receipt of occupation certificate dated 17.03.2022 for the said project. In said email, it has categorically been stated that the complainant/allottee may come forward and take possession of the unit after clearing all dues. In this regard, it is observed that vide email/offer of possession dated 08.04.2022 respondent had intimated the complainant with regard to completion of the unit and receipt of occupation certificate but failed to communicate the pending dues in respect of the unit in question. Though the respondent had validly communicated to the complainant the fact that it has received the occupation certificate but had failed to mention the respective/individual statement of payable and receivable amounts in respect of the unit in question to the complainant in said email. Thus, the offer of possession dated 08.04.2022 was incomplete. Further, in



respect of the letter dated 10.05.2022 it is observed that the said document has been submitted without proof of delivery/ service receipt, hence the same cannot be relied upon. Nevertheless, through the email/offer of possession dated 08.04.2022 the respondent had duly asked the complainants to visit the office of the respondent company to initiate the process of handing over of possession. Though the complainants have failed to mention in respect of the follow up on their part after receipt of email dated 08.04.2022, however, it is also a matter of fact that the complainant in its complaint file has annexed a provisional demand letter dated 13.09.2023 wherein demand of ₹ 6,35,250/- (excluding interest on delayed payments) has been charged which is the same as charged vide provisional demand letter dated 10.05.2022. This demand letter has been admitted to by the complainants. Now taking a broader view of the matter, the offer of possession dated 08.04.2022 was accompanied with a demand letter dated 13.09.2023 duly conveying pending dues in respect of the unit in question. Thus, this offer of possession issued by the respondent culminated after payable and receivables got conveyed to the complainant on 13.09.2023. After issuance of this demand letter, there seemed to be no impediment in initiating the process of taking over of possession on the part of the complainant. The communication with regard to taking over of possession got duly completed when the pending dues in respect of the unit were communicated to the complainant. Complainants could have taken over the



possession of the unit on 13.09.2023 after making payment of the outstanding amount.

32. It is further the contention of the complainants that the demands raised vide demand letter dated 13.09.2023 are not in consonance with the agreement executed between the parties and are hence not payable. In this regard, it is observed that vide provisional demand letter dated 13.09.2023, respondent had raised a demand of ₹ 7,88,724/- which included demand of ₹2,55,000/- on account of basic sale price at offer of possession, ₹ 3,36,000/- on account of staircase charges, ₹ 44,250/- on account of maintenance charges and an interest of ₹ 1,53,474/- till 13.09.2023. Amongst these, charges raised on account of staircase charges and maintenance charges are being opposed by the complainants as they are not in consonance with the buyer's agreement. With regard to staircase charges, it is observed by the Authority that charges raised under staircase charges' are for construction of additional staircase for emergency fire safety as per directions by Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainant, therefore the complainant is liable to pay the same. Authority in complaint no. 607 of 2018 titled as Vivek Kadyan Vs TDI Infrastructure Ltd.' has already laid down the principal for calculation of the staircase.

With regard to maintenance charges, it is observed that according to clause 1(viii) of the apartment buyer agreement dated 15.07.2013, the complainant



has agreed to pay demand raised on account of maintenance charges, therefore the complainant is liable to pay the same. Maintenance charges become payable after a valid offer of possession is made to the complainant. In present circumstances, the offer of possession was validly communicated to the complainant on 13.09.2023 as per observations recorded in above paragraph. So, the complainants are liable to pay these charges from 13.09.2023.

33. As far as holding charges are concerned, the developer 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 unit. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020 (supra) wherein it is observed that decides that a developer/ promoter/ builder cannot levy holding charges on a homebuyer/ allottee as it does not suffer any loss on account of the allottee taking possession at a later date even due to an ongoing court case. Also, the respondent is already raising demand on account of maintenance charges from the complainant. Both these charges cannot be applied parallelly by the respondent.

34. In nutshell, as per the builder buyer agreement possession of the unit should have been delivered to the complainant on 04.10.2016. However, respondent

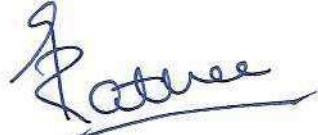


failed to deliver possession of the unit within stipulated time. As per observations recorded in para 30 of this order a valid offer of possession was duly communicated to the complainants on 13.09.2023. From this date there was no impediment to complainants in taking over possession of the booked unit. The complainants wish to continue with the project and take possession. As per record, the unit still stands in the name of the complainant and there is no hindrance in their accepting the same. Respondent has raised no objection in handing over possession of the booked unit. Now, the only issue remaining is the admissibility of delay interest to the complainants. Since, the complainants wish to take possession, therefore, as per Section 18(1) of the Act, the complainants become entitled to receive "delay interest" from the due date of possession i.e., 04.10.2016 till the date a valid offer of possession was issued to the complainants i.e., 13.09.2023. Authority, hereby, concludes that the complainants are entitled for the delay interest from the due date i.e., 04.10.2016 till the date on which a legally valid offer of possession was made i.e., 13.09.2023. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under: :

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

*Explanation.-For the purpose of this clause-*

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



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

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

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

*Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”*

35. Consequently, as per 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 of order i.e., 10.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

36. Hence, Authority directs respondent to pay delay interest to the 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 on date 10.02.2026 works out to 10.80% from the due date of possession i.e. 04.10.2016 till the date of valid offer of possession i.e 13.09.2023.



37. Authority has got calculated the interest on total paid amount from due date of possession or date of payment (whichever is later) and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Due date of possession/ Date of Payment	Interest accrued till valid offer of possession i.e on 13.09.2023 (in ₹ )
1.	33,13,352/-	10.04.2016	24,86,267/-
2.	5,54,326/-	10.05.2022	80,698/-
<b>Total: 38,67,678/-</b>			<b>25,66,965/-</b>

Complainants in their complaint have claimed to have paid an amount of ₹ 38,67,678/-. Said amount has been admitted to by the respondent in its demand letter dated 10.05.2022 placed at page 21 of reply. The complainants have annexed a ledger account only for paid amount of ₹ 33,13,352/-. For the remaining amount of the date of issuance of demand letter dated 10.05.2022 is being taken as the date of receipt.

38. With regard to execution of conveyance deed, Authority is of the considered view that there is no impediment on execution of conveyance deed in favour of an allottee when allottee pays the full consideration and gets the possession. After this stage, execution of conveyance deed is nothing but updating of records in respect of transfer of property. Accordingly, respondent promoter is



obligated/duty bound u/s 17 of the RERA Act, 2016 to execute a registered conveyance deed in favor of the complainant.

39. Complainants in their relief clause (i) are also seeking direction to the respondent to provide all the amenities, fitting and fixtures as per the agreement. With this regard complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation u/s 18(3) of RERA Act 2016.

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

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

- i. Respondent is directed to pay upfront delay interest of ₹ 25,66,965/- to the complainants towards delay already caused in handing over the possession.
- ii. Respondent shall not charge any holding charges from the complainants.
- iii. A period of 90 days is given to the respondents 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.



iv. Complainants shall remain liable to pay the amount as observed in para 31 of this order.

v. Complainants shall remain liable to pay balance sale consideration, if any, and accept the physical possession of the unit within 30 days of uploading of this order.

vi. Respondent shall execute the conveyance deed in favour of the complainants within 30 days from handing over of physical possession of the unit.

36. **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]