



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	529 of 2024
Date of filing.:	05.04.2024
First date of hearing.:	14.05.2024
Date of decision.:	10.02.2026

1. Anita Devi W/o Rajbir Singh

2. Rajbir Singh S/o Sultan Singh

Both R/o H. no 496, Pana Ramayan Tikri Kalan

West Delhi, 110041

....COMPLAINANTS

VERSUS

Ruhil Promoters Private Limited

Office at Ruhil Residency, Sector-3,

Village Sarai, Aurangabad, Bahadurgarh,

District Jhajjar, Haryana

....RESPONDENT

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

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

**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	03.10.2011
5.	Date of allotment	25.02.2013
6.	Date of plot buyer agreement	19.03.2013



7.	Details of the unit.	Unit No. A 302, 3rd Floor, Block/Tower No. A-2 measuring 1708 Sq. Ft.
8.	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."
9.	Due date of possession	19.09.2016
10.	Total sale consideration	₹ 40,53,000/-
11.	Amount paid by complainant	₹ 46,59,450/-
12.	Whether occupation certificate received or not.	Occupation certificate received on 17.03.2022
13.	Date of offer of possession	03.09.2022
14.	Date of Handing over possession/Possession certificate	26.04.2023

### 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 03.10.2011 by paying a booking amount of ₹ 3,50,000/-. Vide allotment letter dated 25.02.2013





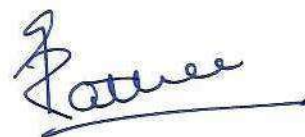
complainants were allotted an unit bearing no. A 302, 3rd Floor, Block/Tower No. A-2 measuring 1708 sq. ft in the said project.

4. A unit buyer agreement was executed between the parties on 19.03.2013 qua the said unit. The total sale consideration of the unit was fixed as ₹40,53,000/- against which the complainant has paid an amount of ₹ 46,59,450/- 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 19.09.2016. Copies of payment receipts issued by the respondent are annexed as Annexure C-6
5. 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 more than the total sale consideration of the unit.
6. The respondent was supposed to deliver possession of the booked unit by 19.09.2016, however the respondent has miserably failed to complete construction of the project and deliver possession in a time bound manner. Complainants made multiple visits to the site but every time had to come without any fruitful outcome.
7. Instead of apprising with regard to the status of possession, rather the respondent company had issued an illegal amount of ₹ 3,00,000/- on account of additional staircase. In this regard it is submitted that the additional staircase



had to be installed by the respondent due to its own default as the respondent had failed to take necessary permissions from the fire department before start of construction. The complainant had made payment of said instalment under duress.

8. That on account of inordinate delay caused in delivery of possession, the complainants also demanded for the delay interest as the respondent failed to hand over the possession of the unit within time, however, despite numerous requests the respondent / builder just provided a compensation for ₹ 3,25,755/- which is in violation of the provision of the RERA Act 2016.
9. That the respondent despite taking money failed to issue a valid offer of possession of the unit despite lapse of more than 8 years from the due date of possession. On 26.04.2023 complainants, under protest, had to take possession of the unit as a huge amount was invested by the complainants since the year 2011 in the said project. The respondent / builder threatened charging of holding charges @ 24% and maintenance charges from the complainants without handing over the physical possession of the unit. That the complainant at the time of taking the possession of the unit pointed out various construction defects in the building but the respondent coerced the complainants into accepting the possession without any relief. That the complainant has specifically raised objection in respect of the facilities like club house, playground, water bodies in open spaces, tiles installed in the said unit, oil bound distemper paint, appealing colour combinations, designer lighter





fixtures, curtain roads, antiskid ceramic tiles, marble stone. in pattern, CCTV monitoring, intercom facilities, towel rails, soap dishes, mirrors etc. was assured by the respondent while selling the unit which was denied by the respondent at the time of handing over the possession. That as on date also the said facilities are missing.

10. Further on 26.04.2023 the respondent forcefully made the complainants to sign the documents before handing over the actual physical possession of the unit. Copy of the Possession Certificate, handing over agreement, Car parking allotment letter, key handover allotment letter, executed on 26.04.2023. Copy of the letter are annexed herein as "Annexure 8 to 11".

11. As on date the said work in respect of the unit/Building is not properly complete and is not in a condition that one can use the facilities and amenities for which they are raising demand for the maintenance. The common areas are not properly managed and still a lot of work is pending on the part of the respondent. Copy of the latest Photos of the incomplete project is Annexed here as "Annexure 12".

12. Hence present complaint has been filed seeking relief with regard to payment of delay interest for the delay caused in delivery of possession as per RERA Act 2016 along with other reliefs.

*Rathee*

### **C. RELIEF SOUGHT**

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

- i. To direct the respondent to provide all the amenities, fitting and fixtures as per the Agreement.
- ii. To direct the respondent to pay the delay interest as per the Act from the due date of possession till actual handover of physical possession.
- iii. To direct the respondent to refund the amount charged on account of staircase charges.
- iv. To direct the respondent not to charge any interest on account of holding charges.
- v. Any other relief which the Authority deems fit.

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

Learned counsel for the respondent filed detailed reply on 26.05.2025 pleading therein:

14. That the complainants had booked an 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 unit no. A-302, Block A-2, Third Floor admeasuring super area 1708 sq. ft. vide allotment letter dated 25.02.2013. An unit buyer agreement dated 19.03.2013

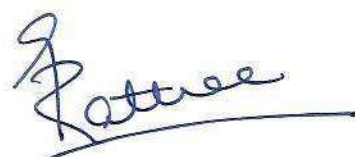




was duly executed between the parties in respect of the unit in question. As per clause 9 of the agreement the possession of the unit was to be delivered within a period of 36 months, with an additional grace period of six months, thereby setting the stipulated dated as 19.09.2016.

15. That the respondent had completed the project in the year 2020 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 12.01.2021 the respondent was notified with the objections related to the Fire NOC requiring certain modifications. After completion of necessary works the occupation certificate was received by respondent on 17.03.2022 from the concerned department. Consequently an additional charge of ₹ 3,00,000/- was imposed upon the complainants to cover the incurred cost of construction.

16. 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.


17. 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".*

18. That the construction of the said unit 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 unit. 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.



19. 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.
20. That on 03.09.2022 the complainant visited the office of the respondent to settle the outstanding dues. As of 03.09.2022, an amount of ₹ 8,76,748/- was payable by the complainant however, after adjustment of an amount of ₹ 5,16,600/- against compensation for delayed possession interest, the complainant agreed to pay ₹ 3,60,148/-. On 10.09.2022 the complainant issued a cheque bearing no. 412454 in the sum of ₹ 3,60,148/- in discharge of their final outstanding liability. However, the said cheque was dishonoured. Thereafter the complainants issued another cheque and after clearance of all dues the complainants came forward to take possession of the booked unit on 26.04.2023. At the time of taking over possession, the complainants duly executed the handing over agreement.
21. That the complainants in this case are chronic defaulters. The respondent had completed the project despite non-payment by the complainants and several other allottees like the,. The complainants were informed of the completion of the project and receipt of occupation certificate and also requested to clear the payment due against the unit.





22. It is submitted that the complainant is 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 unit buyer agreement executed between the parties.

23. During the course of arguments, learned counsel for the respondent submitted that construction of the entire project including both the phases has been completed and the occupation certificate has also been issued from the concerned department on 17.03.2022. After receipt of occupation certificate, the respondent had issued a valid offer of possession to the complainant vide email dated 08.04.2022 which the complainant failed to respond to. Thereafter, the respondent had issued follow up communication dated 20.05.2022 to the complainant to come forward and take possession after clearing outstanding dues. Thereafter the complainant visited the office of the respondent on 03.09.2022 to settle the outstanding dues and after availing adjustment/waiver of 5,16,600/- against compensation for delay the complainant agreed to pay remaining dues of 3,60,148/- as final outstanding amount. Then the complainant made the said payment and after clearance of all dues took the physical possession of the unit on 26.04.2023. Despite unequivocal settlement, the complainant has now approached this Authority under false pretense.





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

24. During the course of arguments, both parties reiterated the written pleadings.


Further learned counsel for the respondent raised oral objection to the total paid amount stated to have been paid by the complainants submitting that the complainants in the complaint file have failed to annexed the receipts corroborating the total paid amount. All the alleged payments have been made online without show of receipt. She further submitted that the complainants have claimed Rs 3,25,755/- as an amount paid to the complainant which in fact is a compensation paid by the respondent to the complainants.

In response, learned counsel for the complainants submitted that respondent vide statement of accounts dated 12.06.2023 placed at page 37 of the reply has admitted to having received the amount paid by the complainants. Said document is duly signed and stamped and hence a proper proof of payment. Further the amount of ₹ 3,25,755/- was compensation given by the respondent and does not hamper the entitlement of complainants qua delayed possession charges.

### **F. ISSUES FOR ADJUDICATION**

25. Whether the complainant is entitled to relief of delayed possession charges along with interest?

26. Whether the complainant is liable to staircase charges, and holding charges?



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

27. 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 03.10.2011 by paying a booking amount of ₹ 3,50,000/-. Vide allotment letter dated 25.02.2013 complainants were allotted an unit bearing no. A 302, 3rd Floor, Block/Tower No. A-2 measuring 1708 sq. ft in the said project. An unit buyer agreement was executed between the parties on 19.03.2013. The total sale consideration of the unit was fixed as ₹40,53,000/- against which the complainants, admittedly, has paid an amount of ₹ 46,59,450/- till date. It is the submission of the complainants that the respondent has delayed the delivery of possession beyond the stipulated period of time.

28. Admittedly, as per clause 9(i) of the unit buyer agreement executed between the parties, possession of the unit should have been delivered by 19.09.2016. However, the respondent has failed to deliver possession of the booked unit 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 unit in question became due on 19.09.2016. It is a matter of fact that COVID-19 outbreak hit





construction activities post 22nd March 2020 i.e nearly four years after the due date of possession. The possession of the unit 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 complainant. 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 (1) (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 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 19.09.2016, meaning thereby that respondent should have applied and obtained occupation certificate by the time, however, as per record, the respondent had applied for issuance of occupation certificate on 13.01.2020 i.e., after lapse of more than four 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 possession of the unit due to its own account and hence, the claim of the respondent is rejected.

29. As observed earlier, the possession of the unit in question should have been delivered to the complainant by 19.09.2016. 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 email dated 20.05.2022 to the complainants. However,





the complainants deliberately failed to respond. It was only on 03.09.2022 that the complainants visited the office of the respondent and thereupon a demand letter dated 03.09.2022 was again issued to the complainants. As per said letter, the complainants had to pay an amount of ₹ 9,01,604/- towards outstanding dues. Upon mutual discussion, the complainants after availing a adjustment/waiver of ₹ 5,16,600/- against compensation for delay the complainant agreed to pay remaining dues of 3,60,148/- as final outstanding amount. Upon making payment of the final outstanding demand the complainants took physical possession of the unit on 26.04.2023.

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 stating that the same was never served upon the complainants. He further submitted that the compensation as stated by the opposite counsel was not as per the provisions of the RERA Act, 2016. The complainant is yet to receive delay interest for the delay caused in delivery of possession and that there has been no settlement between the parties.





30. 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 of 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. As per facts, the complainants had visited the office of the respondent company on 03.09.2022, there and then the respondent had issued a provisional demand letter (dated 03.09.2022) to the complainants for making payment of outstanding amount in respect of the unit in question. 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 03.09.2022 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 03.09.2022. 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 03.09.2022 after making payment of the outstanding amount.

31. It is further the contention of the complainants that vide said letter the respondent had wrongly raised demand on account of staircase charges as the same had to be installed due to respondent's own fault. In this regard it is observed that the charges raised under 'staircase charges' are for construction of an additional staircase for emergency fire safety as per directions by the Fire Safety Department. Since the demand on account of staircase charges has been proportionately charged from the complainants, the complainants are 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 principle for calculation of fire exit staircase charges.
32. 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.

33. In nutshell, as per the builder buyer agreement possession of the unit should have been delivered to the complainant on 19.09.2016. 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 03.09.2022. From this date there was no impediment to complainants in taking over possession of the booked unit. Thereafter, the complainants have already taken the physical possession on 26.04.2023. Since, the complainants have chosen to take possession and continue with the project, 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., 19.09.2016 till the date of valid offer of possession i.e., 03.09.2022. Now the only issue pending is with regard to payment of delay interest for the delay caused in delivery of possession. The respondent has argued that since the complainants have already received a compensation of ₹ 5,16,600/- from the respondent at the time of clearing of dues, the complainants are not entitled to any further interest from the respondent. This argument of the respondent cannot be accepted since the complainants are before this Authority claiming statutory right of delayed possession interest on account of delay in delivery of possession under



Section 18(1) of RERA Act, 2016. The rebate of ₹5,16,600- is a miscellaneous compensation given to the complainants which in no way diminishes the statutory right of the complainants to seek delayed possession charges as per RERA Act, 2016. Fact of the matter is that possession of the unit has been inordinately delayed for more than nine years, hence, the complainants are entitled to seek delay interest for the said period. Authority, hereby, concludes that the complainants are entitled for the delay interest from the due date i.e., 19.09.2016 till the date on which a legally valid offer of possession was made i.e., 03.09.2022. 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”*

34. 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%.
35. 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. 19.09.2016 till the date of valid offer of possession i.e. 03.09.2022.
36. 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 03.09.2022 (in ₹)
1.	32,71,139/-	19.09.2016	21,06,147/-
2.	3,95,395/-	21.03.2018	1,90,466/-
3.	1	16.12.2021	0
4.	2,97,160/-	21.12.2021	22,597/-
<b>Total:- 39,63,695/-</b>			<b>23,19,210/-</b>

Complainants in the captioned complaint have claimed to have an amount of ₹ 46,59,450/- which has also been admitted to by the respondent. However, till 03.09.2022 i.e the date of valid offer of possession, the complainants had paid a total amount of ₹ 39,63,695/- only. Therefore, the interest for the delay caused in handing over of possession has been calculated only on the amount paid till 03.09.2022 i.e ₹ 39,63,695/-.

37. 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.





## H. DIRECTIONS OF THE AUTHORITY

38. 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 ₹23,19,210/- to the complainant 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.

**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]**