



Complaint No. 2133 of 2023

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint No.:</b>	<b>2133 of 2023</b>
<b>Date of Filing:</b>	<b>18.10.2023</b>
<b>First Date of Hearing:</b>	<b>15.01.2024</b>
<b>Date of Decision:</b>	<b>17.04.2026</b>

Dr. Ashwani Kumar Chaudhary s/o Sh. Daulat Ram Chaudhary  
R/o House No. 44-C, Udham Singh Nagar,  
Bharat Nagar Chowk  
Ludhiana, Punjab -141001

....COMPLAINANT(S)

VERSUS

1. Ms Lotus Infraestates Private Limited  
Flat No. 1004-1006, 10th Floor Merchantile,  
House No. 15, Kasturba Gandhi Marg, New Delhi

2. Kailash Prasad Singh  
Flat No. 1004-1006, 10th Floor Merchantile,  
House No. 15, Kasturba Gandhi Marg, New Delhi

3. Krishna Kumar  
Flat No. 1004-1006, 10th Floor Merchantile,  
House No. 15, Kasturba Gandhi Marg, New Delhi

4. AMD Estates Pvt. Ltd. (Impleaded on application)  
DSC-260, South Court, DLF Saket,  
New Delhi-110017  
Site Office: Sector 23-24, NH 919,  
Dharuhera, Rewari, Haryana- 123106

...RESPONDENT(S)

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**CORAM:** **Sh. Chander Shekhar** **Member**

**Hearing:** 10<sup>th</sup>

**Present: -** Ms.Manju Goyal, Counsel for the Complainants through VC.  
Mr. Shoaib Khan, Counsel for the Respondent No. 4 through VC.  
None for Respondent Nos. 1, 2 and 3.

**ORDER:**

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

**A. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of the project, 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	Lotus Green City, Dharuhera, Haryana

2.	Nature of the Project	Residential
3.	RERA Registered/Not Registered	Unregistered (As per Proforma-B)
4.	Details of the Units/Plots	Plot No. B-6/004 and B-6/005 (measuring 299 sq. yards each approx.)
5.	Date of Plot Buyer Agreement	Undated and Unsigned by Respondent (For B-6/004)
6.	Due Date of Possession	29.07.2016 (As mentioned in complaint)
7.	Basic Sale Consideration	₹1,18,91,230/- (₹59,45,615/- For each plot)
8.	Amount paid by the Complainant	₹69,20,802/- (₹34,60,401/- For each plot)
9.	Offer of Possession	None

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

3. Facts of the complaint are that the complainant applied for two residential plots in the residential colony "Lotus Green City" situated in Sector 23 and 24, Dharuhera, Haryana, which was being developed by M/s Lotus Infra Estates Pvt. Ltd. Two separate allotment letters were issued to the complainant on 31.08.2012 for plot nos. B-6/004 and B-6/005 measuring 299 sq. yds. each at the Basic Sale Price of ₹19,885/- per sq. yds. A copy of the allotment letters has been annexed as Annexure C-1.

4. The complainant has made a payment of ₹34,60,401/- (₹69,20,802/- in total) towards each plot. A copy of the demand letters and the payment receipts has been annexed as Annexure C-2. The complainant visited the project site to see the status of the project. However, there was no development at all at the project site and when the complainant enquired about the same with the respondent no.1, the respondent no.1 was unable to provide any satisfactory answer.

5. Respondent no. 1 issued a letter dated 07.11.2013 to the complainant stating that ICICI Bank Ltd. has approved the loan for the allottees to avail the facility of purchasing the residential plots. A copy of the letter has been annexed as Annexure C-3. Respondent no. 1 kept on issuing demand letters to the complainant, however seeing the zero development at the project, the complainant stopped making the payments to respondent no.1. A copy of demand letters is annexed as Annexure C-4.

6. The respondent no.1 sent an E-Stamp paper dated 29.01.2014 for signing the Plot Buyer Agreement and the complainant signed the same and sent it to respondent no.1 but never received back any copy of the agreement duly signed by the respondent no.1. As per the Plot Buyer Agreement, the respondents/builders were under an obligation to handover the possession of the booked plots within a period of 24 months plus 6 months grace period which comes to 29.07.2016. But neither refund of the paid amount has been given to

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the complainant nor valid possession of the booked plot has been handed over within stipulated time. A copy of the unsigned and undated Plot Buyer Agreement is annexed as Annexure C-5.

7. The project is nowhere near completion and there is no hope of its completion in near future, therefore, the complainant does not wish to continue with the project any longer. The project is not even registered with the Authority. It is clear that the respondents have acted in violation of the RE(RD) Act and their conduct shows that they wanted to cheat the complainant by doing fraud. The complainant has invested his lifelong earnings in the project based on assurance given by the respondents and is not in a position to wait for possession for an indefinite period. The case of the complainant is covered by the various judgements passed by this Authority in Complaint Nos. 957 of 2019, 712 of 2018 and 2714 of 2019. Hence, the complainant has approached this Authority seeking relief.

### **C. RELIEF SOUGHT**

8. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

- Cash
- i. To direct the respondents to refund the amount of ₹69,20,802/- to the complainant along with interest as per Section 18 of the RE(RD) Act and Rule 15 and 16 of IIRERA Rules, 2017.

- ii. To direct the respondents to pay compensation of ₹10,00,000/- on account of harassment, mental agony and economic loss caused to the complainant.
- iii. To direct the respondents to pay costs and litigation expenses of ₹1,00,000/-.
- iv. To direct the respondents to pay compensation for loss of opportunity as the land rate has increased by ten times in ten years.
- v. To direct the respondents to pay compensation for the increase in cost of building materials in ten years.
- vi. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

#### **D. APPLICATION FOR AMENDMENT OF PRAYER/RELIEF SOUGHT**

9. An application for amendment of the relief sought was filed by the complainant on 06.05.2025 wherein the complainant has stated that he wants to amend the relief of getting refund of the amount to handing over of the physical possession of the plots along with delay interest. The relief sought by the complainant and the present relief sought by the complainant falls within the ambit of Section 18 of the RE(RD) Act.

10. The proceedings are at the initial stage and no prejudice will be caused to the respondents. The respondents, despite knowledge of the present

complaint, have not appeared before the Authority and the Authority has also imposed costs on the respondents for not filing the reply in time. The amendment of the relief is necessary for proper adjudication of the complaint as it neither changes the nature of the complaint nor prejudices the right of the opposite party.

11. Therefore, it is prayed that the said application be allowed and the relief sought by the complainant be amended and the respondents be directed to restrain the sale of the plots along with filing an affidavit regarding the status of the plots.

**E. REPLY/APPLICATION SUBMITTED ON BEHALF OF RESPONDENT NO. 4**

12. Reply was filed by the respondent no. 4 on 21.11.2025 after being impleaded as a party on the ground that respondent no.4 is the transferee/assignee of the said project. In reply filed by respondent no.4, it has been stated that the present complaint is not maintainable as the complainant has failed to adhere to the agreed time bound payment schedule and cannot derive any benefit from his own defaults. On 18.08.2012, the complainant applied for allotment of two residential plots measuring 299 sq. yards each in Lotus Green City, Dharuhera (Sectors 23 and 24), for a consideration of ₹59,45,615/- for each plot, along with liability to pay additional charges including EDC, IDC, taxes and other charges. Allotment letters dated

31.08.2012 were issued, specifically making the terms of the application form binding upon him. A copy of the application forms is annexed as Annexure R-1 and R-2.

13. Despite repeated requests and issuance of demand notices, the complainant failed to make payments as per the agreed schedule. Failure to make the payments as per the agreed terms, the company is entitled to charge interest @18% per annum and to forfeit amounts including earnest money, interest on delayed payments, brokerage, service tax and other charges, resulting in cancellation of the agreement and extinguishment of all rights, title and interest in the plots. Consequently, due to persistent default by the complainant, plots bearing no. B6/004 and B6/005 were cancelled vide letters dated 24.10.2025, which were duly served upon the complainant. A copy of the demand letters, cancellation letters and tracking reports is annexed as Annexure R-3 to R-8.

14. As per Clause 45 of the Plot Buyer Agreement dated 29.01.2014, time is the essence of the contract and the allottee is bound to make payments as per Schedule I and Schedule II, without any obligation on the company to issue reminders. Further, Clause 46 provides that the discretion to either accept delayed payments with interest or terminate the agreement vests exclusively with the company.

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15. The complainant is not entitled to any refund, compensation, or other relief, as his claims are contrary to the agreed contractual terms. Even vide demand letter dated 07.08.2023, when approximately 70% of the total sale consideration, i.e., ₹49,08,722/- out of ₹70,12,460/-, had become due for one plot, the complainant failed to make payment.

16. Further, the complainant initially sought refund of his deposited amount along with compensation and litigation expenses. Later he filed an amendment application seeking possession of the plots along with interest, which is a complete departure from the original relief. Such an amendment is impermissible in law, as it changes the fundamental nature of the complaint. The amendment is also highly belated and introduces a new and contradictory claim. By abandoning the original relief of refund and seeking inconsistent relief through amendment, the complaint has become infructuous and liable to be dismissed. Moreover, the original transaction was with M/s Lotus Infra Estate Pvt. Ltd. and all payments up to 04.04.2013 were made to the said entity, therefore, no direct claim lies against the answering respondent no.4, i.e. AMD Estates Pvt. Ltd.

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17. During discussions, the respondent no.4, in good faith and for amicable settlement, agreed to refund ₹1.40 crore against the complainant's total deposit of ₹69,20,804/- (₹34,60,402/- per plot). However, the complainant subsequently backed out of the settlement. A copy of the transcripts of

electronic communications with the complainant is annexed as Annexure R-9. In the meantime, the respondent no.4 arranged funds through a prospective buyer and proceeded with cancellation of the plots. Accordingly, the complaint is legally unsustainable, barred by the complainant's own defaults and conduct, and is liable to be dismissed.

**F. REJOINDER FILED BY THE COMPLAINANT**

18. The complainant filed the rejoinder on 16.01.2026 wherein it is stated that all averments made in the reply filed by the respondent no. 4 are denied except those specifically admitted. The respondents reply is misleading and an attempt to shift blame for their own failures, including delay in development, non-fulfilment of obligations, non-handing over of possession and raising of unjustified demands. The respondents issued a demand letter dated 07.08.2023 along with additional charges including EDC/IDC, without justification or any statutory backing.


19. The complaint is maintainable under Section 31 read with Section 18 of the RE(RD) Act, 2016. The respondents cannot rely upon alleged payment schedule and defaults while failing to discharge their statutory obligations, including stage-wise development and adherence to timelines. The alleged cancellation letters dated 24.10.2025 are arbitrary, mala fide and issued during pendency of the present proceedings to defeat the complainant's rights and are liable to be ignored. Clause 45 and Clause 46 of the Plot Buyer Agreement

stated that “time is essence.....” relied upon by the respondent no.4 is one sided and cannot override statutory protections under RE(RD) Act.

20. The objections regarding amendment of the relief are misconceived, as the amendment was sought at an initial stage of proceedings to bring subsequent events on record. No valid or binding settlement was ever concluded and alleged oral/electronic communications do not affect the statutory rights of the complainant. Even the respondent’s own stand regarding refund (₹1.40 Cr against ₹69,20,804/-) reflects inconsistency and arbitrariness.

21. The respondent no.4 is silent on compliance with statutory requirements, including project registration status, approvals, stage-wise construction progress, timelines and justification of additional charges including EDC/IDC. The reply filed by the respondent no.4 deserves to be rejected and the complaint be allowed in terms of the reliefs sought.

**G. REPLY AND AFFIDAVIT FILED BY THE RESPONDENT NO. 4.  
TO APPLICATION FOR AMENDMENT IN RELIEF CLAUSE**

 22. A reply has been filed by the respondent no.4 on 12.03.2026 to the application for the amendment of the relief filed by the complainant along with an affidavit filed on 13.03.2026. Respondent no. 4 has contended that as per law, no amendment to change the relief claimed is maintainable in the eyes of law. The application for the amendment is highly belated and seeking

amendment in the complaint which is impermissible in law. The law of amendment prohibits the change of the original prayer and such application is liable to be dismissed as infructuous.

23. The complainant has initially filed the complaint seeking refund of ₹69,20,802/- along with interest from the respective dates of payments till realisation as per Section 18 of the RERA Act and Rules. The complainant has failed to make the payments as per the agreed schedule. However, the complainant agreed to accept a refund of ₹1.40 Crore against the total deposit of ₹69,20,804/- but later did not come forward and the respondent no.4 was left with no alternative but to cancel the plots. Therefore, the allotment letters issued to the complainant were cancelled.

#### **H. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS**

24. During the course of arguments, both the learned counsels for complainant and respondent no.4 reiterated the arguments as were submitted in their respective pleadings.

#### **I. ISSUES FOR ADJUDICATION**

25. Whether the complainant is entitled for change in relief and entitled to get possession of booked plots alongwith delay interest in terms of Section 18 of RE(RD) Act, 2016?

**J. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

26. The Authority has carefully considered the submissions made by both the parties. In the light of the background of the matter as recorded in this order and the arguments advanced by the complainant as well respondent no.4, the Authority observes as follows:


i. It is an admitted fact that the complainant booked two plots bearing nos. B-6/004 and B-6/005 measuring 299 sq. yards each in the project "Lotus Green City" which was later changed to "AMD City-Dharuhera" situated in Sector 23 and 24, Dharuhera, Haryana and paid a total amount of ₹69,20,802/- (₹34,60,401/- for each plot) against the Basic Sale Price of ₹1,18,91,230/- (₹59,45,615/- for each plot) to the respondents between the years 2012 and 2013. The respondent no.4 has also acknowledged the receipt of the said amount in its reply and therefore the payment made by the complainant stands duly established. The allotment letters for both the plots were issued on 31.08.2012 in favour of the complainant. Further, Respondent No. 4, namely AMD Estates Pvt. Ltd., was impleaded as a necessary party being the assignee of the project in question.

ii. It is also observed that a Plot Buyer Agreement on e-stamp paper dated 29.01.2014 was forwarded by the promoter to the

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complainant, which was duly signed and returned by the complainant. However, no copy of the said agreement duly executed by the promoter has been brought on record. In the absence of execution by the promoter, the said document cannot be treated as a valid and binding agreement. Accordingly, the Authority is proceeding on the basis of the allotment letters dated 31.08.2012.

iii. With regard to the application for amendment of relief, it is observed that the complainant initially filed the present complaint seeking refund of the deposited amount along with interest and compensation under Section 18 of the Real Estate (Regulation and Development) Act, 2016. Subsequently, an application dated 06.05.2025 was filed seeking amendment of the relief to claim possession of the plots along with delayed interest. Respondent no. 4 opposed the said application on the grounds that the amendment is belated and impermissible as it changes the nature of the original relief. The Authority has considered the rival submissions.

 A complainant under the provisions of Section 18 of the RE(RD) Act has access to two primary reliefs i.e of refund along with the prescribed interest or possession along with delay interest. In the present case, the complainant chose to pray for the relief of refund along with prescribed interest in his original complaint. It is

pertinent to note that the application for amendment was filed prior to the filing of reply by the respondents and despite being granted sufficient opportunities, the respondents failed to file its reply within time. Costs were also imposed for the same. The amendment sought by the complainant does not alter the foundational cause of action, which arises from alleged delay in development and non delivery of possession, but merely seeks substitution of one of the alternative statutory remedies available under Section 18 of the Act, i.e., from refund with interest to possession with delay interest. The objections raised by the respondent no.4 regarding default, cancellation and maintainability pertain to the merits of the case and do not bar consideration of the amendment. The amended relief sought falls squarely within the ambit of the Section 18 of the Act and falls within the jurisdiction of this Authority. Further, no prejudice was caused to the respondents due to filing of such an amendment application as the same was filed well before the filing of the reply and does not go beyond the scope of RE(RD) proceedings. The proceedings before this Authority are summary in nature and guided by the principles of natural justice and the Authority is empowered to regulate its own procedure under Section 38 of the Act. Further as per the principles laid in *Revajeetu Builders & Developers v.*

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*Narayanaswamy & Sons [(2009)10 SCC 84]* and *B.K. Narayana Pillai v. Paremswaran, (2000) 1 SCC 712*, the court should prioritize overall justice over procedural technicalities when an application is moved *bona fide* and is necessary to decide the real controversy. To avoid multiplicity of proceedings and in view of the observations as above, the application of the complainant for amendment of relief is allowed. Accordingly, the Authority shall proceed to adjudicate the complaint on the basis of the amended relief seeking handing over of possession of the plots along with delay possession charges.

iv. It is also observed that the respondent no.4 has alleged that an amicable settlement was arrived at for refund of ₹1.40 crore against the total deposited amount and the respondent no. 4 proceeded to cancel the plots on 24.10.2025. However, no relevant material or duly executed settlement agreement has been placed on record to substantiate the said contention. In the absence of any reliable evidence, the alleged settlement cannot be taken into consideration by the Authority.

Further, a cancellation letter was issued on 24.10.2025 by the respondent no.4. The said cancellation has admittedly been effected during the pendency of the present proceedings before this Authority. Such action, taken unilaterally while the matter is sub

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judice, cannot be permitted to defeat the rights of the complainant and is liable to be viewed as arbitrary and unsustainable in law. In view of the Doctrine Of *Lis Pendens* and observations held by the Hon'ble Supreme Court in *Maharwal Khewaji Trust v. Baldev Dass (2004) 8 SCC 488*, that during the pendency of proceedings, courts should ordinarily restrain parties from altering the nature of the property or creating third-party interests unless a case of irreparable loss or damage is made out. Therefore, the cancellation of allotment of the plots in the present complaint is ordered to be set aside and shall not prejudice the rights of the complainant.

v. The respondent no.4 has contended that the complainant, having paid ₹69,20,802/- out of the Basic Sale Price of ₹1,18,91,230/- for both the plots, failed to adhere to the agreed payment schedule despite issuance of multiple demand notices and therefore is not entitled to any relief. However, it is observed that the allotment letters were issued as far back in the year 2012 and the respondent no.4 has failed to place on record any material/document to establish that the development of the project was completed within the stipulated period or that a valid offer of possession was ever made to the complainant. Although certain documents have been filed to indicate the present status of the project. However, perusal of the same reflects that the project is

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still incomplete as no PCC/OC/CC has been attached with it. In such circumstances, the respondent no.4 cannot solely rely on alleged payment defaults of the complainant while failing to demonstrate fulfillment of its own obligations regarding timely development and delivery of possession.

vi. The respondent no.4 has raised the contention that the complainant failed to make further payments as per the payment schedule. However, such a payment plan cannot be relied upon as the payment plan relied upon by the respondent no.4 forms part of the Plot Buyer Agreement, which was never duly executed by the promoter and therefore cannot be treated as binding agreement. An allottee cannot be compelled to continue making payments indefinitely when the construction of the project itself has not progressed. If the respondents were aggrieved by the non-payment of the installments, the respondents had the right to act against the complainant and seek legal remedies or issue a cancellation letter at the relevant stage and refund the amount after deduction of the earnest money. However, the respondents have not availed legal remedies against the complainant. It also did not proceed with the completion of the project in time. More than a decade has elapsed since the booking of the plots and yet the respondents have failed to complete the development of the project. The contention that the

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complainant failed to make the payments on time could have only weighed in favour of the respondents if the respondents had honoured its contractual and statutory duties or availed the legal remedies available to him in regard to non payment of the installments by the complainant. However, the respondents have also failed to do any of it. Therefore, the Authority does not find merit in the said contention of the respondent no. 4.

vii. Further, Respondent No. 4 has contended that the original transaction was entered into by the complainant with M/s Lotus Infra Estate Pvt. Ltd., and all payments up to 04.04.2013 were made to the said entity and no direct claim lies against the answering respondent no.4. It is an admitted position on record that respondent no. 4 is the transferee/assignee of the project in question and has itself sought impleadment in the present proceedings by placing on record documents evidencing such assignment. It is a settled position that an assignee steps into the shoes of the original promoter and assumes all corresponding rights and obligations arising out of the project and cannot evade liability merely on the ground that payments were made to the erstwhile entity. Moreover, it is observed that respondent nos. 1 to 3 have not filed any reply in the present matter and respondent no. 4 has effectively taken over the defence of the case. On the basis of

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above fact, no adverse order has been passed against respondent nos.1 to 3 till date. In view of the above, the contention raised by respondent no. 4 is rejected and all the rights and liabilities are being assigned to the respondent no.4.

viii. The complainant has specified the deemed date of possession as 29.07.2016 relying upon the date of the e-stamp paper dated 29.01.2014 by taking a period of 24 months with a grace period of 6 months as per the PBA. However, as the PBA itself is not being considered as a valid document by the Authority, the deemed date is accordingly being calculated as per the allotment letters. The Authority observes that the allotment letter for the plots in question was issued to the complainant on 31.08.2012. In absence of a specific clause for the deemed date of possession in the allotment letter, it cannot rightly be ascertained as to when the possession of said plot was due to be given to the complainant. In *Appeal No. 273 of 2019 titled as TDI Infrastructure Ltd Vs Manju Arya*, Hon'ble Appellate Tribunal has referred to the observation of Hon'ble Apex Court in "2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr." in which it has been observed that period of three years is reasonable time for completion of construction work and delivery of possession. In the

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present complaint, the plots were allotted vide allotment letter dated 31.08.2012 by the promoter. Accordingly, taking a period of three years from the date of allotment as a reasonable time to complete development works in the project and to handover possession to the complainant, the deemed date of possession comes to 31.08.2015. In the present situation, the respondents failed to honour its contractual obligations without any reasonable justification till date.

ix. In the present complaint, the complainant intends to continue with the project and is seeking delayed possession charges as provided under the proviso to Section 18(1) of the Act. Therefore, considering the aforesaid observations and the statutory and contractual obligations of the respondents, the Authority finds it a fit case for allowing handing over of possession along with delay possession charges. The complainant's claim is, therefore, held to be just and enforceable under the provisions of Section 18(1)(a) of the RE(RD) Act, 2016.

 x. On perusal of the receipts submitted by the complainant it has been observed that the total amount paid by him also includes payment against charges for External Development Charges in addition to the Basic Sale Price. Therefore, the same shall be

adjusted and appropriated accordingly at the time of issuance of valid offer of possession to the complainant.

27. The 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;*

28. As per the website of the State Bank of India (<https://sbi.bank.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 17.04.2026 is 8.80%. Accordingly, in terms of HRERA rules, the prescribed rate of interest for the refund shall be  $MCLR + 2\% = 10.80\%$  per annum, calculated from the date of deposit of each installment until the date of actual payment.

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29. 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 (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”*

30. The Authority has got calculated the delay interest on total paid amount from the deemed date of possession till the date of this order at the rate of 10.80% as follows:

Sr. No.	Principal Amount	Deemed date of possession or date of payment whichever is later	Interest Accrued till 17.04.2026
1.	₹69,20,802/-	31.08.2015	₹79,51,603/-

Further, the monthly delay interest has been calculated as followed:

Sr. No.	Principal Amount	Monthly Interest
1.	₹69,20,802/-	₹61,434/-

CPR 31. The complainant has also sought compensation on account of harassment, mental agony, undue hardship, litigation costs and on other grounds. In this regard, it is observed that the Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (supra), has held that an allottee is entitled to

claim compensation and litigation charges under Sections 12, 14, 18, and 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

#### **K. DIRECTIONS OF THE AUTHORITY**

32. Hence, the Authority hereby issues the following directions under Section 37 of the RE(RD) Act, 2016, to ensure compliance with the obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act, 2016:

- i. Respondent no.4 is directed to pay upfront delay interest of ₹79,51,603/- as calculated above in this order to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire paid amount of ₹69,20,802/-, monthly interest of ₹61,434/- shall be payable by the respondent no.4 to the complainant up to the date of

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actual handing over of the possession after obtaining occupation certificate/completion certificate.

ii. Complainant will remain liable to pay balance consideration amount, if any, remains recoverable towards total sale consideration of the plots strictly as per terms and conditions of the Agreement, to the respondent no.4, when valid possession is offered to him.

iii. The rate of interest chargeable from the complainant by the respondent no.4, in case of default shall be charged at the prescribed rate i.e. 10.80% by the respondent no.4 which is the same rate of interest which the respondent no.4 shall be liable to pay to the complainant.

33. Accordingly, the case is **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.

  
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**CHANDER SHEKHAR**  
**[MEMBER]**

17.04.2026  
Raghav Jain  
(Law Associate)