# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 1629 OF 2024

Anil Kumar ....COMPLAINANT

Versus

Parker VRC Infrastructure Private Limited. ....RESPONDENT

(now known as Parker Infrastructure Private Limited)

**Date of Hearing**: 25.08.2026

**Hearing**: 7th

**Present:-** Anil Kumar, Complainant through VC.

Adv. Krish Khera , Ld. Counsel for the Complainant through VC.

Adv. Gaurav Gupta, Ld. Counsel for the Respondent through VC.

## ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Today, case is fixed for the arguments.
2. Part arguments heard.
3. Case **Disposed of**. Detailed order shall follow.

Rathee

**DR. GEETA RATHEE SINGH**

**[MEMBER]**

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| **Complaint no.:** | **1629 of 2024** |
| **Date of filing.:** | **11.11.2024** |
| **First date of hearing.:** | **20.01.2025** |
| **Date of decision.:** | **25.08.2026** |

Anil Kumar

B2-B114, Janakpuri

Sector-27, Village Ahmedpur ....COMPLAINANT

VERSUS

Parker VRC Infrastructure Private Limited

(now known as Parker Infrastructure Private Limited)

......RESPONDENT

**Present-** Anil Kumar, Complainant through VC.

Adv. Krish Khera , Ld. Counsel for the Complainant through VC.

Adv. Gaurav Gupta, Ld. Counsel for the Respondent through VC.

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## ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant 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. | White Lily Residency, Sector-27 Sonepat |
| 2. | Nature of the project. | Residential Apartment |
| 3. | RERA Registered/not registered | Registered vide Registration No. SNP-198-2020 |
| 4. | Details of the unit. | Unit no. B-107, 1st Floor,measuring super area of 1215 sq.ft. |



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|---|---|---|
| 5 | Date of allotment | 17.09.2014 |
| 6. | Unit Allotment Agreement | 04.02.2015 |
| 7. | Possession Clause | Clause-9(i). The Company based on its present plans and estimates and subject to all exceptions, except to complete construction of the said project and offer to make possession of the said unit to the Allottee(s) within period of 48 months from date of signing of this agreement subject to delays due to non- availability of construction material and labours, or delay in payment of instalments by the Allottee or Allottee(s) of other Units and/ or delay due to force majeure conditions elaborated herein below and reasons beyond control of the Company in which case time for completion shall be deemed to be reasonably extended. However if the construction is completed earlier , the possession thereof can be delivered earlier. The objection of the Allottee(s) in this regard shall not be tenable. |
| 8. | Total Sale Consideration | ₹38, 04,245/- |
| 9. | Amount paid by complainant | ₹19,85,532/- |

Rathee

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

3. That the complainant booked a flat admeasuring 1215 sq. ft. super area approximately equivalent to 112.88 sq. meters on 1st floor in project namely "White Lily Residency" in sector- 27 Sonepat, Haryana of the respondent company and had made a total payment of ₹19,85,532/- towards the total consideration of ₹38,04,245/- .

4. That the respondent promised to deliver the possession of the residential flat within 48 months i.e. 2019 calculative after handing over the unit allotment agreement in the year 2015. That even the respondent not only acted arbitrarily but also failed to honor its own terms and promises to provide peaceful possession of the allotted unit within specified time. The complainant was in regular follow ups with the respondent qua the development of the said projects and raise queries with regard to date of the completion

5. That subsequent thereto, the complainant made recurrent visits to the office of the respondent company to voice legitimate concerns regarding the stagnation of construction and development at the project site. However, no substantive or concrete explanation was ever furnished by the officials of the respondent company. Consequently, the complainant formally requested a full refund of the entire deposited amount against the allotted unit;

nevertheless, all such requests fell on deaf ears, and the diligent efforts of the complainant yielded no tangible result.

6. While project development languished, the respondent company routinely dispatched demand letters requiring timely remittances. Acting in absolute good faith, the complainant consistently discharged all financial obligations, making every payment punctually and without any default or delay.

7. That whenever the complainant inquired about site development, the officials of the respondent company adopted an evasive, dilly-dallying approach, failing to provide any concrete resolution. Having waited patiently for nearly eleven years without reasonable prospects of delivery, the complainant was ultimately constrained to issue an email dated 19.08.2024, demanding a complete refund of all deposited monies.

8. That the respondent company eventually responded to the complainant's communication via letter dated 06.09.2024, wherein it attempted to justify the inordinate delay in handing over possession by citing miscellaneous external occurrences

9. That it is a well-settled proposition of law, repeatedly underscored and reaffirmed by the Hon'ble Supreme Court of India in numerous pronouncements, that a homebuyer/allottee cannot be compelled to wait indefinitely for the delivery of possession. The Complainant is legally entitled to seek a full refund of the principal amount along with appropriate interest, pursuant to the mandatory statutory framework enshrined under

Section 18 of the Real Estate (Regulation and Development) Act, 2016 (RERA).

## C. RELIEF SOUGHT

10. That complainant seeks following relief and directions to the respondent:-

i. To direct the respondent to refund the amount received from the complainant along with interest at the rate of 18% p.a. From the date of each payment till the actual date of refund of the deposited amount.

ii. Any other relief to which the allottee is found entitled by this Hon'ble Authority.

## D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

The respondent through its counsel filed a reply on 25.02.2026.

11. That due to the reputation and prestige of the answering respondent company, the complainant had voluntarily invested in the project of the respondent namely "White Lily Residency" situated at Village Ahmedpur, Sector-27, Sonipat, Haryana and booked a unit bearing no.B-107, 2 BHK, admeasuring 1215 sq. ft. super area equivalent to 112.88 sq. mtr. on the First floor in the above mentioned project of the respondent and as such the complainant is an investor who has booked the unit for resale purposes and for this reason did not make complete payments on time.



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12. That the project of the answering respondent has already received Occupation Certificate on 16.12.2024 from the Directorate of Town and Country Planning, Haryana. That the complaint of the complainant is not maintainable in the present form before this Hon'ble Authority and as such the complaint deserves to be dismissed.

13. That the allotment letter dated 17.09.2014 was issued to the complainant confirming allotment of unit No. B-107 in his favour and unit allotment agreement was executed on 04.02.2015. The total sale consideration of the unit is ₹38,04,245/- were payable towards the unit in question alongwith taxes as applicable. The construction linked payment plan was agreed to be adhered to and as such the complainant was required to make payment upon completion of a particular construction mile stone as also mentioned in the builder buyer agreement 04.02.2015.

14. Apart from other terms and conditions mentioned in the unit allotment agreement and agreed between the complainant and the respondent it was duly agreed under clause 3 of unit allotment agreement that 15% of the basic sales price shall be treated as earnest money and complainant/allottee authorized the respondent company to forfeit out of the amounts paid, the earnest money as aforementioned in the event of failure of allottee to perform his obligations which also includes making of timely payment to the respondent towards the unit.

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15. As per the terms of the unit allotment agreement the possession of the unit was agreed to be handed over within a period of 48 months from the date of agreement subject to force majeure circumstances or delay in payment of installments by the allottee and reason beyond the control of the respondent company in which case time for completion shall be deemed to be extended and it was also agreed that the objections of the allottee in this regard shall not be tenable.

16. That out of the total sale consideration of ₹38,04,245/- plus taxes, the complainant has only made the payments to the tune of ₹19,85,532/- inclusive of taxes. The complainant was served with several reminders to pay the outstanding amount but despite the fact that construction linked payment plan was agreed between the complainant and the respondent and the fact that construction activities were going in the project, the complainant did not come forward to clear the outstanding dues of the respondent and grievously affected the pace of construction at the project due non-payment of funds by allottees like complainant.

17. That in view of the builder buyer relationship with the complainant, the respondent did not cancel the unit despite having valid grounds to do so and consistently sent reminders to the complainant to make payment and also kept on completing the construction activities at the project from his own funds.

18. That the complainant grossly defaulted in making payments and now cannot level allegation against the respondent for delaying the completion of the construction activities of the project which was mainly delayed due to non-payment of monies toward cost of units and due to force majeure circumstances such as Jat agitation in the year 2016, Demonetization implementation of GST, Covid-19, Farmer agitation, stay on construction activities by CAQM/NGT on various occasions due to pollution graded response action plan(GRAP). Despite all these difficulties the respondent completed the construction activities at the project and applied for OC on 06.10.2023 and 15.01.2024 and ultimately obtained Occupation certificate dated 16.12.2024 from the department of Town and Country Planning, Haryana.

19. That in view of the above mentioned facts and circumstances, the complainant is not entitled to seek any relief from this Hon'ble Authority qua refund of the deposited amount along with interest by invoking the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016 because the project "White Lily Residency" of the respondent has already obtained Occupation Certificate from the Directorate of Town and Country Planning Haryana. By way of filing the present complaint and seeking the refund of the deposited amount and being aware of the fact that OC has already been received in respect of the project the complainant has violated the terms and conditions agreed in the builder buyer agreement and

has specifically chosen to withdraw from the project out of his own free will and for this reason the complainant is only entitled for refund of the deposited amount after deduction of 15% earnest money as per clause 3 of the builder buyer agreement without any interest.

20. That in view of the above mentioned facts and circumstances, the complainant is not entitled for any relief as claimed by him in his complaint and the complaint deserves to be dismissed with costs.

## E. REJOINDER FILED BY THE COMPLAINANTS DATED 03.04.2026-

21. That the respondent has correctly identified themselves as a promoter, admitted the execution of the unit allotment agreement dated 04.02.2015, and acknowledged the booking of Unit No. B-107, in the Project 'White Lily Residency'. The respondent has also admitted the complainant's status as an "Allottee." However, despite such material admissions, the respondent has entirely failed to acknowledge or justify the inordinate and continued delay in construction and delivery of possession. The respondent has not provided any documentary evidence to substantiate the construction timelines or the promised date of possession under the unit allotment agreement.

22. It is submitted that under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the promoter is mandatorily required to hand over possession by the date stipulated in the Agreement for Sale. In the event of

failure, the promoter becomes liable to refund the amount received along with prescribed interest and compensation, or alternatively pay interest for every month of delay until actual handing over.

23. That the complainant has already paid a substantial amount of Rs. ₹19,85,532/- out of the total sale consideration of ₹38,04,245/- strictly in accordance with the agreed payment plan. Despite such significant compliance on the part of the complainant, the respondent has utterly failed to make any visible progress in the construction of the project. Owing to this blatant inaction and breach, the complainant was constrained to withhold any further payments. Shockingly, the respondent has neither provided any justification nor offered any clarification regarding the inordinate delay and stagnation of the project, thereby demonstrating gross negligence and disregard for its contractual obligations.

24. That the justification put forth by the respondent for the alleged delay is wholly untenable and devoid of any merit. The respondent has merely taken a vague and generalized defence of the COVID-19 pandemic, Jat agitation, Demonetization implementation of GST, Farmer agitation without placing any specific material on record to demonstrate how such events actually prevented completion of the project. Such bald assertions appear to be nothing but an attempt to cover up the Respondent's own defaults and delays.

## F. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT

25. Learned counsel for the complainant and respondent reiterated the submissions as were made in complaint and reply.

## G. ISSUES FOR ADJUDICATION

26. Whether the complainant is entitled to refund of the amount deposited by him along with interest in terms of Section 18 of Act of 2016?

## H. FINDINGS ON THE PRELIMINARY OBJECTIONS RAISED BY THE RESPONDENT

### H.1 Objection with regard to whether the complainant is an investor or not.

The respondent has taken a stand that the complainant is an investor who has booked the unit for resale purposes and for this reason did not make complete payment on time. In this regard, Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, the complainant is an aggrieved person who has filed a complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the

Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term allottee under the RERA Act of 2016, already reproduced in aforesaid paragraph. In view of the afore-mentioned definition of "allottee" as well as upon careful perusal of unit allotment agreement dated 04.02.2015 it is clear that complainant is an "allottee" as unit bearing no. B-107, Tower B admeasuring 1215 sq. ft in the real estate project "White Lily Residency ", Sonepat as allotted to him by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled **as *M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.*** *h*ad also held that the concept of investors not defined or referred to in the Act. This issue has also been discussed by this Authority in its order dated 13.11.2025 passed in complaint no. 321 of 2025 against the respondent promoter namely, ***Harpreet Singh Chona v. Vatika Ltd and Ors.*** Thus, the contention of the promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

## I. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

27. The Authority has gone through the rival contentions and the material available on record. In light of the background of the matter as captured in this order and the submissions made by both parties, the Authority observes that the complainant had booked a residential apartment bearing Flat No. B-107, 2 BHK, situated on the 1st Floor, admeasuring 1215 sq. ft. super area, in the real estate project namely "White Lily Residency", Sector-27, Sonipat, Haryana. A unit allotment agreement dated 04.02.2015 was executed between Mr. Anil Kumar and M/s Parker VRC Infrastructure Pvt. Ltd. (now known as Parker Infrastructure Pvt. Ltd.). As per Clause 9(i) of the said agreement. The company based on its plans and estimates and subject to all exceptions, except to complete construction of the said project and offer to make possession of the said unit to the allottee(s) within period of 48 months from date of signing of this agreement subject to delays due to non- availability of construction material and labours, or delay in payment of instalments by the allottee or allottee(s) of other units and/ or delay due to force majeure conditions elaborated herein below and reasons beyond control of the company in which case time for completion shall be deemed to be reasonably extended. However, if the construction is completed

earlier, the possession thereof can be delivered earlier. The objection of the allottee(s) in this regard shall not be tenable.

It is the case of the complainant that despite expiry of the stipulated period, the respondent failed to complete the project and offer possession of the subject unit, thereby compelling him to withdraw from the project and seek refund of the amount deposited along with interest in terms of the provisions of the Act.

28. Admittedly, possession of the subject unit was to be offered within 48 months from the date of execution of the unit allotment agreement dated 04.02.2015, i.e. by 04.02.2019. The respondent has failed to offer possession within the stipulated period and has sought to justify the delay by relying upon various factors, including alleged delay in making timely payments by the complainant, Jat agitation in the year 2016, demonetisation, implementation of GST, COVID-19 pandemic, farmers' agitation and restrictions on construction activities imposed by NGT/CAQM. Authority observes that the respondent has failed to place on record cogent and project-specific material demonstrating that the aforesaid events resulted in complete stoppage of construction activities at the project site or continued for such an uninterrupted period as would have prevented the respondent from completing the project within the stipulated contractual period. Mere reference to general disruptions, labour shortage,



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non-availability of construction material or regulatory restrictions, without establishing their actual and specific impact upon the project in question, cannot, by itself, constitute sufficient justification for the substantial delay in completion of the project. The respondent has also failed to establish the precise period for which the construction activities remained affected on account of each such event and the extent to which the same prevented or materially impeded performance of its contractual obligation.

As regards the COVID-19 pandemic, the respondent has sought to contend that the consequent lockdown and restrictions on construction activities resulted in further delay in completion of the project. In this regard, the Authority observes that the COVID-19 pandemic affected construction activities only from March, 2020, whereas the contractual date for handing over possession of the subject unit was 04.02.2019. Thus, the respondent was already in default of its contractual obligation by the time the pandemic and the consequent lockdown came into existence.The Ministry of Housing and Urban Affairs had issued an advisory for extension of the registration/completion period of real estate projects in view of the force majeure event arising from the COVID-19 pandemic, pursuant to which the Haryana Real Estate Regulatory Authority granted general extension to eligible real estate projects. The said extension was subsequently further extended in view of the second wave of the pandemic. However, as per

25.03.2020. In the present case, the stipulated date for handing over possession was 04.02.2019, which was much prior to the commencement of the COVID-19 restrictions. Therefore, the respondent cannot claim the benefit of the aforesaid extension in respect of the delay which had already accrued prior to the outbreak of the pandemic.

The aforesaid position also finds support from the judgment of the Hon'ble Delhi High Court **in *M/s Halliburton Offshore Services Inc. v. Vedanta Ltd. & Anr.*,** OMP (I) (Comm.) No. 88/2020 and I.A. Nos. 3696-3697/2020, decided on 29.05.2020, wherein the Court held,

> *"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."*

29.The respondent has alleged that the complainant himself was at default in making payments and that non-payment by the complainant and other allottees adversely affected the pace of construction. The said contention has been considered in the light of the payment record as well as the correspondence placed on record. It is observed that against the total sale consideration of ₹38,04,245/-, the complainant had paid an amount of ₹19,85,532/- towards the subject unit uptil due date of possession.



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Authority observes that the complainant/ allottee was obligated to make timely payments as per demands raised by the respondent uptil due date of possession. As per unit allotment agreement dated 04.02.2015 the date of possession was 04.02.2019 (*48 months from date of signing of the agreement)*.The respondent raised demands vide demand letters dated 26.05.2014, 25.04.2016 and 21.03.2017. The last demand raised by the respondent prior to due date of possession was vide letter dated 21.03.2017 for an amount of ₹3,21,739/-, which was duly complied with by complainant by making payment on 11.04.2017. It is further observed that after the payment made by the complainant on 11.04.2017, no further demand was raised by respondent till the due date of possession i.e., 04.02.2019. Thus, the complainant had timely discharged all his obligations with regard to payment uptil due date of possession as per unit allotment agreement.

30. The record further reflects that vide its communication dated 10.11.2021, the respondent informed the complainant that substantial construction work in the towers and amenities had already been completed, but further financial support was required for completing the finishing work, and accordingly requested the complainant to arrange payment of at least two instalments. Thereafter, vide communication dated 12.04.2022, the respondent again raised a demand of ₹3,78,513/- along with GST of ₹3,785/-, totalling ₹3,82,298/-, towards the subject unit. The complainant

made the said payment of ₹3,82,298/- on 03.09.2022, i.e. even though stipulated period for handing over the possession had expired.

31. Accordingly, the respondent has failed to establish, by cogent and project-specific material, that the complainant was in substantial default in making payments up to the stipulated date of possession or that any subsequent alleged delay in payment was the proximate or substantial cause of the respondent's failure to complete the project and offer possession by 04.02.2019. The plea of the respondent that the delay in completion and handing over of possession was attributable to the complainant's alleged payment default, therefore, cannot be accepted as a justification for the substantial delay in handing over possession.

32. It is further significant that the complainant had, much prior thereto, been raising grievances regarding the progress of the project and the demands raised by the respondent. The correspondence exchanged between the parties reflects that the complainant was consistently seeking clarification regarding the demands raised by the respondent and, subsequently, vide e-mail dated 11.01.2021, specifically raised the issue of delay in completion of the project and sought refund on account of failure to hand over possession within the stipulated period. Thereafter, vide communication dated 19.08.2024, the complainant again requested the respondent for refund of the amount deposited.The aforesaid conduct of the complainant,

read with the payment record, demonstrates that he was actively pursuing the matter with the respondent.

In view of the foregoing discussion, it is evident that there has been a clear default on the part of the respondent in offering possession of the subject unit within the stipulated period, i.e. by 04.02.2019. The respondent has failed to establish any sufficient or legally sustainable justification for the delay in completion of the project and offering possession. The alleged payment default on the part of the complainant has also not been established to be the proximate or substantial cause of the delay. Further, the subsequent occurrence of the COVID-19 pandemic and the consequential restrictions cannot be relied upon to justify the delay which had already accrued prior to the outbreak of the pandemic.

33. It is further observed that the respondent has not placed on record any valid offer of possession made to the complainant prior to his communication dated 19.08.2024 seeking refund of the amount deposited. The occupation certificate was obtained by the respondent only on 16.12.2024, i.e. subsequent to the complainant's request for refund. Thus, the complainant had exercised his option u/s Section-18 of the RERA Act, to withdraw from the project and sought refund before the grant of the occupation certificate and before any valid offer of possession was made to him.

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Section 18(1)(a) of the Act confers upon the allottee a right to withdraw from the project where the promoter fails to give possession in accordance with the terms of the agreement or by the date specified therein and, upon such withdrawal, to seek refund of the amount paid along with interest at the prescribed rate. The Hon'ble Supreme Court in ***M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh & Ors.,*** Civil Appeal Nos. 6745-6749 of 2021, has recognised the unqualified right of the allottee to seek refund where the promoter fails to give possession within the time stipulated under the agreement. Relevant para 25 of the judgment is reproduced below:

> *"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

34. The respondent has, however, contended that 15% of the basic sale price is liable to be forfeited as earnest money in terms of Clause 3 of the unit allotment agreement dated 04.02.2015. Authority observes that the

complainant has exercised his statutory right to withdraw from the project on account of the respondent's failure to fulfil its contractual obligation to complete the project and offer possession within the stipulated period. In the present case, it is evident that the respondent itself was at fault in failing to deliver possession within the stipulated period. Having failed to fulfil its contractual obligations with the agreed timeframe, the respondent cannot take advantage of his wrongdoing and forfeit amount on that account. The respondent cannot be permitted to attribute the delay or non-payment solely to the complainant when its own failure to fulfill corresponding contractual obligations contributed to the situation. Accordingly, the Authority observes that the respondent is not justified in forfeiting any amount toward earnest money, and the complainant is entitled to refund of the amount paid without any deduction of earnest money.

Further interest on the paid amount shall be as per 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;*

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*(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;*

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

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

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, i.e., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80 %.

35. The calculations of interest are depicted below in the table:-

| Sr. No. | Principal Amounts | Date of payments | Date of order | Interest from date of payment till date of order 25.08.2026 |
|---|---|---|---|---|
| 1. | ₹4,00,000 | 09.10.2013 | 25.08.2026 | ₹5,56,629 |

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|---|---|---|---|---|
| 2. | ₹3,48,400 | 01.11.2013 | 25.08.2026 | ₹4,82,556 |
| 3. | ₹5,33,095 | 16.05.2016 | 25.08.2026 | ₹5,92,147 |
| 4. | ₹3,21,739 | 06.04.2017 | 25.08.2026 | ₹3,26,439 |
| 5. | ₹3,82,298 | 03.09.2022 | 25.08.2026 | ₹164361 |
| | ₹19,85,532/- | | | ₹21,25,683/- |
| Total = ₹19,85,532 + ₹21,25,683 = ₹41,11,215/- | | | | |

## J. DIRECTIONS OF THE AUTHORITY

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

i. Respondent is directed to refund the amount to the complainant as specified in the table provided in para 35 of this order. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual date of realization of the amount.

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

**Disposed of**. Files be consigned to the record room after uploading of the order on the website of the Authority.

DR. GEETA RATHEE SINGH
[MEMBER]