

and Development) Rules, 2017 for violation or contravention of the provisions of the Act, 2016 and 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, the details of sale consideration, the amount paid by the complainant, date of proposed handing over of the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the Project	TDI Park Street, Sector-19, Village-Kamsapur, Sonapat.
2.	Name of the Promoter	TDI Infrastructure Ltd.
3.	RERA Registered/Not Registered	Not registered.
4.	DTCP License Nos.	999, 1000, 1001 and 1002 of 2006 dated 16.06.2006.
5.	Licensed Area	8.31 Acres
6.	Unit No.(Shop)	GF-159
7.	Unit Area	423.19 sq. ft.
6.	Date of Booking by Original Allottee	16.05.2006
7.	Date of Endorsement in favour of Complainant	13.12.2006
8.	Date of Agreement to Sale	11.08.2010

9.	Date of Buyer's Agreement	28.02.2011
8.	Due Date of Offer of Possession	28.08.2013 as mentioned in pleadings
9.	Total Sale Consideration	₹30,00,243/-
10.	Amount Paid by the Complainant	₹24,00,194/-
11.	Offer of Possession	Not offered

B. FACTS OF THE COMPLAINT

3. Brief facts of the complaint are that a shop bearing no. GF-159 on the Ground Floor, having a covered area of 423.19 sq. ft. in the project namely "TDI Park Street", located at Sector-19, Sonipat, Haryana, was originally booked by Mr. Sanjay Anand on 16.05.2006 for a total price of ₹30,00,243/-. The booking was made through receipt no. 43653/06 and a copy of the receipt is attached as Annexure "A". The original allottee could not continue with the purchase due to financial constraints. Therefore, with the consent of the respondent, the unit was transferred to the present complainant namely, Mr. Bhushan Kumar Gupta. An Agreement for Sale was executed on 13.12.2006 in favour of the complainant after he paid ₹4,50,000/-, which was the amount already deposited by the original allottee. Copies of the Agreement for Sale and related transfer documents are attached as Annexure-B.

4. After booking the shop, the complainant paid a total amount of ₹15,00,149/- up to 11.08.2010. However, the respondent delayed the execution of the Buyer's Agreement. The complainant repeatedly followed up with the respondent but was only asked to wait with assurances that the agreement would be executed soon and the possession would be delivered within 30 months from the date of booking. Copies of payment receipts from 2006 to 2010 are attached as Annexure-C.

5. As per the RE(RD) Act, 2016 and the Haryana RERA Regulations, a promoter cannot take more than 10% of the property cost without executing an Agreement for Sale. However, in this case, the respondent collected around 50% of the total price from the complainant without executing the agreement, which is a clear violation of the law. The respondent further violated Section 13 of the RE(RD) Act, 2016 by accepting a large amount without entering into a proper written and registered Agreement for Sale. Despite taking substantial payments, no meaningful construction or development was carried out.

6. Cash The Buyer's Agreement was finally executed much later on 28.02.2011. Due to this delay, the respondent gained an unfair advantage of about five years. The agreement also contained a clause that linked possession to the date of sanction of the building plan which was not specified, effectively extending the possession timeline unfairly. The

complainant signed the agreement in good faith. A copy of the Buyer's Agreement is attached as Annexure-D. The complainant has paid a total of ₹24,00,194/-. Even after more than 19 years from booking and over 12 years delay from the promised date of possession, the shop has not been delivered. Therefore, the complainant sought a refund of the entire paid amount along with applicable interest. Payment proofs are attached as Annexure-E.

7. Despite several visits and attempts to contact the respondent, the complainant was misled about the possession status. The respondent failed to provide clear information and no communication regarding possession has been made so far. The construction progress at the site is extremely slow. A significant amount of work remains pending and the respondent does not appear to be serious about completing the project. For more than 12 years, the respondent has continued to mislead the complainant by giving false timelines and excuses to delay the project. Due to this prolonged delay, the complainant has suffered financial stress and the respondent is responsible for this situation by failing to deliver the shop on time.

8. It is also relevant to note that courts have consistently held that buyers cannot be made to wait indefinitely for possession. In similar cases, including decisions of the Hon'ble Supreme Court, it has been held that long delays entitle buyers to demand refund along with interest. Therefore, the

complainant is left with no option but to claim refund of the entire paid amount along with appropriate compensation and interest as provided under the law.

C. RELIEF SOUGHT

9. The complainant in his complaint has sought following reliefs:

- i. To direct the respondent to refund the paid amount of ₹24,00,194/- along with interest at the rate MCLR+2% from the date of payment till date of the amount so refunded;
- ii. Any other relief, the Authority finds appropriate based on the facts of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

10. Learned counsel for the respondent filed a detailed reply on 13.11.2025 pleading therein that due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely, Park Street, Sector-19, Village Kamaspur, Sonipat, Haryana. The said project is covered under the license nos.999 of 2006, 1000 of 2006, 1001 of 2006 and 1002 of 2006 all dated 16.06.2006. When the respondent company commenced the construction of the said project, the RE(RD) Act was not in existence, therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RE(RD) Act, 2016. Therefore, the provisions of

the RE(RD) Act are to be applied prospectively. In support of its contention, a judgment passed by Hon'ble Apex Court in the matter of "*Newtech Promoters and Developers Pvt Ltd. vs. State of UP and others*" in Civil Appeal No.6745-6749 of 2021 is referred to in which it was held that application of RE(RD) Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RE(RD) Act.

11. It is submitted that the respondent company faced financial difficulties in executing the "Park Street" project. These difficulties were further worsened due to external factors and government restrictions. In particular, the Hon'ble Supreme Court, in W.P.(C) No.13029/1985 titled as *M.C. Mehta vs. Union of India* order dated 04.11.2019, imposed a complete ban on construction and demolition activities in the Delhi-NCR region due to severe air pollution. Further, the "Park Street" project is a pre-RERA project. Due to continuous defaults by allottees, court-imposed restrictions including the above Supreme Court order and the impact of COVID-19, the respondent has stopped all development work and is no longer continuing the project.

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12. The respondent has also placed on record an affidavit dated 23.07.2024 filed in Suo Motu Complaint No. 1580 of 2023, confirming that no internal development work has been carried out in the project and the project is stalled due to financial and legal constraints. Therefore, the

possession cannot be delivered and the complainant's claim for possession and delay interest is not maintainable. A copy of the affidavit is attached as Annexure R-3.

13. The present complaint is also barred by limitation. The complainant should have approached this Authority within three years from the date of expiry of the reminder letter dated 26.07.2014. However, the complainant took no action for a long time and has now filed the complaint only to harass the respondent and seek money. As per Section 29(2) of the Limitation Act, 1963, where a special law provides a different limitation period, the provisions of limitation will apply accordingly. Therefore, the present complaint is liable to be dismissed entirely.

14. The respondent company sent reminder letters dated 03.09.2010, 08.04.2014 and 26.07.2014 to the complainant asking for payment of outstanding dues for the unit. However, the complainant did not respond. The complainant neither replied to the above reminder letters nor contacted the respondent thereafter. Despite outstanding dues of ₹2,90,497/-, the complainant did not make payment and instead chose to file the present complaint. Hence, the respondent has prayed to dismiss the complaint in toto.

E. REJOINDER FILED BY THE COMPLAINANT:

15. The complainant has filed rejoinder on 07.04.2026 wherein the complainant denied the respondent's claim that he did not respond to the reminder letters dated 03.09.2010, 08.04.2014 and 26.07.2014. The complainant stated that he complied with the demands raised in those letters and paid ₹2,90,497/- on 06.08.2014. This shows that the complainant responded on time and remained in contact with the respondent. The complainant denied the allegation of non-payment of dues by him or other allottees caused delay or forced the respondent to abandon the project. The respondent cannot shift responsibility for its own delay and failure onto the complainant. The complainant has already paid about 80% of the total cost of the shop, i.e., ₹24,00,194/- out of ₹30,00,243/-. The respondent was legally bound to complete the project on time. Filing an application to surrender or withdraw the project license does not remove the respondent's responsibility under the agreement or under the RE(RD) Act, 2016.

16. The complainant denied that the respondent faced financial difficulty due to non-payment by allottees. The complainant made payments as per the agreement. The respondent cannot avoid its obligations by blaming buyers. Financial problems do not excuse the respondent from completing the project as required under the agreement and RERA. It is also denied that delays were caused by financial issues or external factors,

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including the Supreme Court order dated 04.11.2019. The complainant has paid more than ₹24,00,000/-. There has been a delay of over 19 years since booking and more than 12 years beyond the promised possession date. The respondent was legally bound to complete the project on time and such excuses cannot release it from its obligations.

17. The complainant submitted that the respondent cannot take advantage of its own failures. The affidavit dated 23.07.2024 filed by the respondent itself confirms that no internal development work has been carried out and that the project remains stalled. This clearly shows the respondent's failure. Therefore, the complainant is entitled to relief, including refund of the amount paid along with interest and compensation. The relief claimed is valid and enforceable. The complainant also denied the respondent's claim that the complaint is barred by limitation. The objection is incorrect both in law and on facts. Courts and Tribunals have held that limitation does not strictly apply in such RERA matters due to the overriding effect of Section 89 of the RE(RD) Act. Further, the cause of action is continuous, as the respondent has failed to complete the project and deliver possession despite receiving substantial payment. As long as the project remains incomplete, the complainant's right to seek relief continues. The claim of the respondent that the complainant "slept over his rights" is false. The complainant has been pursuing the matter in good faith, while the

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respondent has failed to fulfill its obligations. The respondent cannot get benefits from its own wrongdoing. The allegation that the complaint was filed to harass or extort money is baseless and deserves to be rejected.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

18. During the course of oral arguments, learned counsel for the complainant pressed for refund of the amount deposited along with interest, submitting that there is no likelihood of the complainant obtaining possession in the near future, as the construction of the project remains incomplete as of today. He further submitted that the complainant no longer wishes to continue with the project.

19. Learned counsel for the respondent reiterating the submissions made in the written statement admitted that the project in which the subject shop was booked has been at a standstill for the past 3-4 years. He stated that although the basic structure of the shops has been completed, the construction is still not complete and the occupation certificate is yet to be obtained.

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G. ISSUE FOR ADJUDICATION

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

H. OBSERVATIONS AND DECISION OF THE AUTHORITY:

21. The Authority has carefully considered the contentions and submissions made by both the parties. In view of the factual matrix of the case as recorded hereinabove and upon perusal of the arguments advanced by both the parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondent that the provisions of RE(RD) Act, 2016 are applicable with prospective effect only and therefore the same were not applicable as on 13.12.2006 when the allottee/complainant was allotted a shop bearing No.GF-159, Park Street, Sonipat. It is observed that the issue regarding operation of RE(RD) Act, 2016 whether retrospective or retroactive has already been decided by the Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others. Relevant part is reproduced below for reference:-

"51. Thus, it is clear that the statute is not retrospective merely because it affects existing rights or its retrospection because a part of the requisites for its action is drawn from a time antecedent to its passing, at the same time, retroactive statute means a statute which creates a new obligation on transactions

or considerations already passed or destroys or impairs vested rights.

52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

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54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016.”

Further, the same legal position was laid down by the Hon'ble Bombay High Court in "Neel Kamal Realtors Suburban Pvt. Ltd. & Anr. Vs. Union of India and others" 2018(1) RCR (Civil) 298 (DB), wherein it was laid down as under: -

"122. We have already discussed that the above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting/existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports. As regards Article 19(1)(g) it is settled principles that the right conferred by sub-clause (g) of Article 19 is expressed in general

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language and if there had been no qualifying provisions like clause (6) the right so conferred would have been an absolute one."

Thus, it is clear from the above said law that the provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion even though the amendment/contract/agreement have taken place before the Act and the Rules became applicable.

(ii) The respondent in its reply has contended that the complainant is an "investors" who has invested in the project for monetary returns and taking undue advantage of RE(RD) Act, 2016 as a weapon during the present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, the Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RE(RD) Act, 2016 or the rules or regulations. In the present case, complainants are an aggrieved person who have filed the present complaint under Section 31 of the RE(RD) Act, 2016

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against the promoter for violation/contravention of the provisions of the RE(RD) Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RE(RD) Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of the buyer's agreement dated 28.02.2011, it is clear that the complainant is an "allottee" as shop bearing no. GF-159 in the Real Estate Project of the respondent namely, "Park Street, Sector-19", Kamaspur, Sonipat, was allotted to him by the respondent promoter. The concept/definition of investor is not provided or referred to in the RE(RD) Act, 2016. As per the definitions provided under Section 2 of the RE(RD) Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of

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an investor. Further, the definition of "allottee" as provided under RE(RD) 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.* had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of the promoter that allottees being investors are not entitled to protection of this Act also stands rejected.

(iii) The respondent has raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RE(RD) Act. The RE(RD) Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In terms of Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RE(RD) Act, the Limitation Act has no direct



applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

Section 29 - Limitation Act, 1963

29. Savings— (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).

(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3 shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.

(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.

(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.

Even, Section 18(2) of RE(RD) Act, brings the complaint out of the purview of the Limitation Act, 1963.

Further, the Hon'ble Apex Court, in **Consolidated Engg. Enterprises vs. Irrigation Department, (2008) 7 SCC 169**, has held that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless

specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in *M.P. Steel Corporation vs. Commissioner of Central Excise, (2015) 7 SCC 58*, wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the complainant's claim for possession along with interest remains alive and enforceable until the project is completed or the matter is finally adjudicated.

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22. Admittedly, the complainant in this case had purchased the booking rights qua the shop in question in the project of the respondent in the year 2006 from the original allottee for a total sale consideration of ₹30,00,243/- against which an amount of ₹24,00,194/- has been paid by the complainant till date whereas the fact remains that no offer of possession of the booked shop has been made till date.

23. In the written statement submitted by the respondent, it has been admitted that the possession of the booked shop has not been offered till date to the complainant. With respect to status of handing over of possession, it is submitted that the respondent had applied for grant of occupation certificate with respect to the project in question but the same is awaited. In regard to delay caused, it is submitted that the deemed date of possession was tentative and was subject to force majeure. Though no reason/factor attributed for causing delay in offer of possession has been specified in the written statement. Mere writing of force majeure for causing delay in offering the possession is not sufficient to justify the delay caused.

24. The complainant as well as the respondent have not specified any deemed date of possession in their respective submissions. Rather in the buyer's agreement, it is written that possession would be handed over within three 30 months from the date of sanctioning of building plans. However, the date of sanctioning of building plans is not specified. In the absence of a specific date for handing over of possession, it is not possible to precisely ascertain the date on which possession of the said unit was to be delivered to the complainant. In Appeal No. 273 of 2019, TDI Infrastructure Ltd. v. Manju Arya, the Hon'ble Appellate Tribunal referred to the observations of the Hon'ble Supreme Court in M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr. v. Trevor D'Lima & Ors., 2018 STPL 4215 SC, wherein it was held that a period of three years constitutes a

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reasonable time for completion of construction and delivery of possession. In the present case, the complainant bought the shop on 13.12.2006 as per receipt issued by the respondent and the agreement was executed on 28.02.2011. Accordingly, taking a period of three years from the date of execution of Agreement as a reasonable time for completion of development work and delivery of possession, the deemed date of possession is computed as 28.02.2014. The respondent has failed to fulfil its contractual obligations within this reasonable period and has not provided any cogent justification for the delay. Fact remains that the possession has not been offered to the complainant till date for the reason that the project is lying incomplete.

25. Based on the above pleadings, it is observed that the complainant has duly responded to the respondent's reminder letters and made a payment of ₹2,90,497/- on 06.08.2014, which clearly disproves the respondent's allegation of non-response. The complainant has further paid a substantial portion of the total consideration i.e. ₹24,00,194/-, amounting to approximately 80% of the total cost of the shop, thereby demonstrating his continuous readiness and willingness to fulfill his obligations under the agreement. On the other hand, the respondent has failed to complete the project within the agreed time and cannot shift the burden of its delay onto the complainant or other allottees. It is also evident that financial difficulties, internal issues, or external factors such as court orders or the impact of COVID-19 do not absolve the respondent of its contractual and statutory

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duties. In fact, the respondent's own affidavit admits that the project remains stalled and no significant development work has been carried out, which clearly established default on its part. The delay of more than 12 years beyond the promised possession date is excessive and unreasonable, entitling the complainant to appropriate relief. Overall, the conduct of the respondent reflects clear deficiency in service and failure to comply with its contractual as well as statutory obligations, thereby justifying the complainant's claim for refund along with applicable interest and compensation. On the other hand, the complainant has unequivocally stated in his complaint that he is interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession.

26. Besides this, Hon'ble Supreme Court in the matter of "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*" in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of the said judgement 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.”

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.

27. This project did not get completed within the time stipulated as discussed in aforesaid paragraphs and possession of the booked shop is not possible even in near future. In these circumstances, the Authority finds it to be fit case for allowing refund along with interest in favor of the complainant in terms of provisions of Section 18(1) (a) of RE(RD) Act, 2016.

28. The definition of term ‘interest’ is defined under Section 2(za) of the Act which is as under:

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

Explanation.-For the purpose of this clause-

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

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

29. 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".

30. Consequently, as per the 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. 03.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

31. The Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order and total amount works out to ₹64,99,520/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 03.07.2026
1.	₹4,50,000/-	16.05.2006	₹9,79,190/-
2.	₹4,50,000/-	25.04.2007	₹9,33,386/-
3.	₹6,00,149/-	11.08.2010	₹10,31,020/-
4.	₹9,500/-	28.03.2014	₹12,596/-
5.	₹3,00,024/-	08.04.2014	₹3,96,821/-
6.	₹2,90,497/-	06.08.2014	₹3,73,905/-
7.	₹3,00,024/-	08.01.2015	₹3,72,408/-
	Total=₹24,00,194/-		Total=₹40,99,326/-
	Total Payable to the complainant	₹24,00,194/- + ₹40,99,326/-	₹64,99,520/-

I. DIRECTIONS OF THE AUTHORITY

32. 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/respondent as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire paid amount of ₹24,00,194/- with interest of ₹40,99,326/- (Total ₹64,99,520/-) to the complainant. It is further clarified that the respondent will remain liable to pay interest to the complainant till the actual 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 and Development) Rules,
2017 failing which legal consequences would follow.

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


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(CHANDER SHEKHAR)
MEMBER

03.07.2026
Narinder Kaur
(Law Associate)