HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**140 of 2026**
Date of filing:	**26.02.2026**
First date of hearing:	**30.04.2026**
Date of decision:	**12.11.2026**

Chander Prabha
W/o Sh. Ranvir Singh,
R/o H. no. 37, Ishwar Colony,
Village Bawana,
North West Delhi-110039

....COMPLAINANT

VERSUS

JOP International Ltd.
Registered office: B-220-221-223,
Somdatt Chamber-1, 2nd Floor, Bhikaji Cama place,
New-Delhi-110066

.....RESPONDENT

CORAM: Nadim Akhtar **Member**

Dr. Geeta Rathee Singh **Member**

Chander Shekhar **Member**

Present: - Adv. Sudeep Gahlawat, Counsel for the complainant through VC.

Adv. Ayush Malhotra, Counsel for the respondent through VC.

ORDER:(NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 26.02.2026 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 fulfill 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 the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	JOP Palms, Rohtak, Haryana
2.	RERA Registered/not registered	Un-registered
3.	Details of allotted unit.	302-B-16, Carpet Area- 110.548 sq. mtrs
4.	Date of allotment	19.05.2014
5.	Flat Buyer Agreement	16.11.2016

6.	Deemed date of possession	19.11.2016 (*Thirty months from the date of allotment*)
7.	Basic sale price	₹34,31,000/-
8.	Amount paid by the complainant	₹41,69,993/-
9.	Date of possession	01.10.2024
10.	Date of occupation certificate	13.09.2024

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

3. Facts of the present complaint are that the complainant has filed the present complaint against the respondent in respect of a residential unit booked by her in the respondent's project namely "JOP Palms", situated at Sector-28, Rohtak, Haryana. At the time of booking, the respondent had represented that the project would comprise various facilities and amenities, including 70% green area, a nursing school, temple, clubhouse with health and recreational facilities, commercial shops and a swimming pool. However, according to the complainant, the aforesaid facilities and amenities have not been provided in the project.

4. The complainant booked a residential unit bearing Flat/Unit No. 302, situated on the third floor of Building No. B-16, having a carpet area (including balcony) of 110.548 sq. metres, in the project "JOP Palms", Sector-28,

Rohtak, by paying a booking amount of ₹4,00,000/- on 29.07.2011. Thereafter, she continued making payments towards the subject unit as and when demanded by the respondent. Subsequently, the respondent issued an Allotment Letter dated 19.05.2014 in favour of the complainant, wherein it was stipulated that the construction of the subject unit would be completed and possession thereof would be offered within a period of 30 months, with an additional grace period of six months, subject to the complainant not being in breach of any of the terms and conditions contained in the Application Form, Allotment Letter and Agreement to Sell. A copy of Allotment Letter has been placed on record as Annexure P-1.

5. That, pursuant to the aforesaid allotment, an Agreement to Sell was executed between the parties on 16.11.2016, whereby the complainant was allotted Unit No. 302, situated on the third floor of Block B-16, of Unit Type 3 BHK, having a super area of 1450 sq. ft., in the project "JOP Palms, Rohtak (JOP International Ltd.)", Sector-28, Rohtak. A copy of the Agreement to Sell dated 16.11.2016 has been annexed as Annexure P-2.

6. That she has paid a total amount of ₹41,69,993/- to the respondent towards the subject unit. In support of the payments made, copies of the payment receipts have been placed on record collectively as Annexure P-3.

7. That, as per the Allotment Letter, the total sale consideration of the subject unit was fixed at ₹34,31,000/-, whereas the respondent has collected a sum of ₹41,69,993/- from her, thereby collecting an alleged excess amount of ₹7,38,993/- over and above the agreed sale consideration. Whenever she questioned the respondent regarding the collection of amounts exceeding the agreed sale consideration, the respondent assured her that the excess amount would be duly justified. However, no justification or lawful explanation for collecting the aforesaid excess amount was provided by the respondent till the filing of the present complaint.

8. The complainant has also referred to the stipulation contained in the Allotment Letter whereby, in the event of the respondent failing to offer the subject unit for possession (for fit-outs) within the stipulated period, the complainant was entitled to cancel the agreement within 60 days from the expiry of the stipulated period. In such an eventuality, the purchaser was entitled to receive the entire amount paid to the respondent, excluding government taxes and levies, along with prevalent bank interest.

9. With regard to the agreed date of possession, in terms of the Allotment Letter dated 19.05.2014, the respondent was required to complete the construction and offer possession within 30 months, along with an additional grace period of six months. Accordingly, the complainant has calculated the stipulated

period of 36 months from 19.05.2014, which expired on 19.05.2017. The complainant has further referred to Clause 34 of the Agreement to Sell, which, also obligates the respondent to hand over physical possession of the subject unit within the aforesaid period of 30 months, extendable by six months, from the date of allotment.

10. That, despite expiry of the stipulated possession period on 19.05.2017, the respondent failed to hand over possession of the subject unit within the agreed period. Even till August 2022, the respondent had not handed over possession of the subject unit, resulting in a delay of more than five years. Despite repeated requests and follow-ups by the complainant, the respondent did not offer lawful possession of the unit. Instead, the respondent issued an Offer for Fit-Out dated 20.09.2022 in favour of the complainant. The complainant has specifically relied upon the contents of the said offer, wherein the respondent stated that "*we have received several requests from the allottees to allow them to carry out finishing of the flat of their own as per their choice*". The issuance of such an offer itself indicates that the project was incomplete and was not ready for handing over lawful possession.

11. After a lapse of more than 13 years from the date of booking, the respondent finally handed over possession of the subject unit to her on 01.10.2024, which

was accepted by the complainant. A copy of the possession letter dated 01.10.2024 has been placed on record as Annexure P-4.

12. That the respondent has been indulging in unfair trade practices by collecting substantial amounts from innocent homebuyers and thereafter subjecting them to undue harassment. That the terms and conditions of the Allotment Letter and Agreement to Sell are unilateral and arbitrary insofar as the liability of the parties for delayed payments and delayed possession is concerned. Whereas the Allotment Letter provides for charging interest at the rate of 24% per annum from the allottee in the event of delayed payment of instalments/sale consideration, Clause 35 of the Agreement to Sell restricts the respondent's liability, in the event of failure to develop the project within the stipulated period of 36 months (30 months plus six months' grace period), to payment of nominal compensation of ₹100/- per day for the period of delay. That the respondent cannot take advantage of such one-sided and arbitrary terms and conditions. It is submitted that the provisions of the Real Estate (Regulation and Development) Act, 2016, are required to be read into the Agreement to Sell and that the complainant is entitled to the same rate of interest as the respondent was entitled to charge from her in case of default, i.e. 24% per annum, for the period of delay in handing over possession.

13. For parity in the rate of interest, the complainant has placed reliance upon the definition of the expression 'interest' under Section 2(za) of the Real Estate (Regulation and Development) Act, 2016. The complainant has also invoked Section 18 of the Real Estate (Regulation and Development) Act, 2016, contending that the respondent failed to complete the project and hand over possession of the subject unit in accordance with the terms of the Agreement to Sell and within the stipulated period. Placing reliance upon the proviso to Section 18(1), the complainant has submitted that where an allottee does not intend to withdraw from the project, the promoter is liable to pay interest for every month of delay till the handing over of possession, at the prescribed rate. Since the complainant has accepted possession of the subject unit on 01.10.2024, she has sought delay-possession interest for the period commencing from the stipulated date of possession till the actual date of handing over possession.

14. That she has duly discharged all her obligations under the Allotment Letter and Agreement to Sell by making payments towards the subject unit, whereas the respondent has failed to perform its corresponding contractual obligations, particularly the obligation to complete the construction and hand over possession within the stipulated period.

15. In support of her claim regarding delay-possession interest, the complainant has also relied upon the order dated 13.07.2022, passed by the Authority in Complaint No. 1326 of 2018, titled Narsi Grewal and Sunita v. M/s JOP International Limited. However, in the present case, the respondent has additionally collected an amount exceeding the agreed sale consideration, thereby giving rise to an additional grievance against the respondent. A copy of the order dated 13.07.2022 passed in the aforesaid complaint has been annexed with the present complaint as Annexure P-5 for consideration by the Authority.

16. That the respondent failed to complete the project and hand over physical possession of the subject residential unit within the stipulated period under the Allotment Letter dated 19.05.2014. Accordingly, the complainant claims entitlement to delay-possession interest at the rate of 24% per annum with effect from 19.05.2017 till 01.10.2024, i.e. the date on which possession of the subject unit was actually handed over to her.

C. RELIEFS SOUGHT

17. That the complainant seek following relief and directions to the respondent:-

    i. Direct the Respondent to pay interest on account of delayed possession at the rate of 24% per annum on all amounts deposited by the Complainant-Petitioner with the Respondent from 19.05.2017 till 01.10.2024.

ii. Direct the Respondent to refund the excess amount illegally and unjustifiably collected over and above the agreed sale consideration from the Complainant-Petitioner, along with applicable interest from the date of such excess collection till its actual realization.

iii. Direct the Respondent to execute and get registered the Conveyance Deed in respect of the subject unit in favour of the Complainant-Petitioner, within a time-bound period.

iv. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

The respondent submitted a detailed reply on 03.06.2026 contesting the complainants' claims on several grounds.

18. That the respondent has specifically alleged that the complainant deliberately concealed the execution of an affidavit-cum-undertaking dated 20.09.2022, whereby she voluntarily accepted fit-out possession of the subject unit on certain terms and conditions, acknowledged that such possession was temporary in nature and undertook not to claim any compensation for delay during the period of such fit-out possession. That the complainant also accepted physical possession of Unit No. 302, Tower B-16, vide possession letter dated 01.10.2024 and subsequently executed a Maintenance Agreement

dated 12.09.2025, acknowledging her liability to pay maintenance, electricity and allied charges irrespective of whether she was residing in the unit.

19. That the complainant and her husband are already in occupation and enjoyment of the subject unit after having accepted fit-out possession and subsequent physical possession. However, they have allegedly failed to discharge their corresponding obligations, particularly payment of maintenance and allied charges under the Maintenance Agreement and cooperation in execution and registration of the conveyance/sale deed, despite requests made by the respondent following issuance of the Occupation Certificate on 13.09.2024.

20. That the complainant cannot be permitted to approbate and reprobate by retaining the benefits of occupation and enjoyment of the subject unit while simultaneously claiming refund of amounts paid and delay-possession compensation at an alleged exorbitant rate of 24% per annum, without discharging her own obligations towards maintenance dues and registration formalities.

21. With regard to the claim of delay-possession interest at the rate of 24% per annum, the respondent has submitted that the said claim is arbitrary and contrary to the statutory framework under the Real Estate (Regulation and Development) Act, 2016, read with the Haryana Real Estate (Regulation and

Development) Rules, 2017. It is contended that the applicable rate of interest payable by the promoter to the allottee is the State Bank of India's highest marginal cost of lending rate (MCLR) plus two per cent and, therefore, the complainant cannot claim interest at the rate of 24% per annum merely on the basis of the contractual rate stipulated for delayed payments by the allottee.

22. That even if any delay is found attributable to it, the complainant would, at best, be entitled to interest at the statutorily prescribed rate under the RERA framework, subject to proof of the alleged delay and due consideration of the contractual undertakings executed by her. It is specifically submitted that the complainant had undertaken not to claim compensation for delay during the period of fit-out possession and subsequently accepted physical possession on 01.10.2024.

23. The respondent has attributed the delay in completion of the project to various force majeure circumstances and other systemic issues beyond its control. In this regard, the respondent has referred to demonetisation and the resultant cash-flow disruption leading to non-availability of labour; restrictive orders passed by the Hon'ble National Green Tribunal affecting the movement of construction materials in the National Capital Region; law-and-order disturbances arising out of the Jat Andolan of 2017; torrential rains in Haryana during 2016; and non-renewal of the project licence by the Town and

Country Planning Department on account of persistent defaults by several allottees in payment of instalments and statutory dues, including EDC/IDC.

24. That, owing to the aforesaid circumstances, it was compelled to approach the Authority for registration of the project and was granted conditional registration for Phase-I of the project vide order dated 08.02.2021, bearing registration No. HRERA-PKL-ROH-226-2021. It is further stated that the respondent subsequently secured financial assistance of approximately ₹80 crore from the SWAMIH Investment Fund for completion and revival of the project, with an escrow mechanism having been put in place for routing the receipts and expenditures. Substantial payments were also made towards statutory dues, including EDC, and Phase-I of the project, including the tower in which the complainant's unit is situated, was eventually brought to the stage of issuance of the Occupation Certificate on 13.09.2024.

25. That the complaint seeking refund of the alleged excess amount and interest at the rate of 24% per annum for the period from 19.05.2017 till 01.10.2024 is legally untenable and inequitable, particularly when the complainant is allegedly in default of maintenance dues and is enjoying the benefits of possession.

26. That the complainant booked a residential unit bearing Unit No. 302, situated on the third floor of Tower/Block B-16, in its project namely "JOP Palms",

situated at Sector-28, Rohtak, Haryana. The respondent has submitted that a provisional Allotment Letter dated 19.05.2014 was issued in favour of the complainant, stipulating the basic sale consideration of the subject unit as ₹34,31,000/-. The said Allotment Letter contained an express stipulation regarding the respondent's endeavour to deliver possession for fit-outs within a period of 36 months, subject to the complainant not being in breach of the contractual terms and conditions and subject to force majeure circumstances, including delays in obtaining no-objection certificates, approvals and other judicial or regulatory orders. A copy of the provisional Allotment Letter dated 19.05.2014 has been placed on record by the respondent as Annexure R-1.

27. That an Agreement to Sell dated 16.11.2016 was executed between the parties in respect of Unit No. 302, Block B-16, being a 3-BHK unit having a super area of 1450 sq. ft., forming part of the project "JOP Palms, Rohtak". It is submitted that the said agreement reiterates the contractual framework governing possession, delay and the consequences of default by the respective parties. A copy of the Agreement to Sell dated 16.11.2016 has been annexed with the reply as Annexure R-2.

28. With regard to the payments made by the complainant, the respondent has stated that, as per its records, the complainant deposited an aggregate amount of approximately ₹41,69,993/-. However, the respondent has disputed the

complainant's allegation that the entire amount collected over and above ₹34,31,000/- constitutes an illegal or unauthorised recovery. The aforesaid amount includes, apart from the basic sale consideration, amounts towards EDC/IDC, electrical fittings and other charges which are payable separately under the Allotment Letter and Agreement to Sell. In support of its submissions, the respondent has placed on record a statement of account maintained by the company reflecting the amounts deposited and the amounts claimed, as Annexure R-3.

29. That the basic sale consideration of ₹34,31,000/- cannot be treated as the total amount payable by the complainant under the transaction documents, as the agreed consideration included EDC/IDC only up to ₹250/- per sq. ft. That the additional amounts collected from the complainant were towards EDC/IDC exceeding ₹250/- per sq. ft., along with other miscellaneous deposits towards electrical fittings and allied charges, which were contractually payable and within the complainant's knowledge. That the complainant had consented to the aforesaid charges and had furnished an affidavit-cum-undertaking in this regard. Accordingly, the allegation of illegal collection of excess amounts has been denied. In this regard, the respondent has placed reliance upon the affidavit-cum-undertaking dated 20.09.2022, allegedly executed by the complainant, whereby she accepted the applicable charges and fit-out

possession subject to certain terms and conditions. Under the said undertaking, the complainant voluntarily accepted fit-out possession as a temporary arrangement and agreed not to claim compensation for delay during the period of such fit-out possession. A copy of the aforesaid affidavit-cum-undertaking dated 20.09.2022 has been annexed with the reply as Annexure R-4.

30. That the respondent approached the Authority and was granted conditional registration for Phase-I of the project on 08.02.2021. Thereafter, the respondent secured financial assistance of approximately ₹80 crore from the SWAMIH Investment Fund, with receipts and expenditures being routed through an escrow account. The respondent has further submitted that the complainant was aware of these circumstances and had accordingly executed the aforesaid affidavit-cum-undertaking dated 20.09.2022.

31. That, in the meantime, upon repeated requests made by several allottees seeking permission to undertake finishing work in their respective units according to their own choices, it issued an Offer for Fit-Out dated 20.09.2022 to the complainant. Pursuant thereto, the complainant executed the affidavit-cum-undertaking of even date, accepting fit-out possession subject to the terms and conditions recorded therein.

32. The respondent has specifically relied upon the terms of the aforesaid affidavit-cum-undertaking dated 20.09.2022 and submitted that the complainant, inter alia, (i) accepted fit-out possession purely as a temporary arrangement; (ii) acknowledged that legal/actual possession would be conferred only upon execution and registration of the conveyance/sub-lease deed after issuance of the Occupation Certificate; (iii) undertook not to claim any compensation for delay in handing over possession during the period she enjoyed fit-out possession; and (iv) agreed to bear and pay stamp duty, registration charges, maintenance charges, electricity charges, club charges and other applicable dues as and when demanded by the respondent.

33. The respondent has further submitted that it obtained the Occupation Certificate dated 13.09.2024 from the competent authority in respect of the concerned phase/tower of the project. Thereafter, the respondent issued a possession letter dated 01.10.2024 to the complainant, recording that physical possession of Unit No. 302, Block B-16, had been handed over and accepted by her after inspection and satisfaction regarding the physical and legal status of the unit. A copy of the Occupation Certificate dated 13.09.2024 has been placed on record as Annexure R-5, whereas a copy of the possession letter dated 01.10.2024 has been annexed as Annexure R-6.

34. That the possession letter dated 01.10.2024 records that upon acceptance of possession, the respondent's obligations concerning construction and handing over of the subject unit stood duly discharged. The complainant was also required to discharge her corresponding obligations, including payment of statutory, maintenance and other applicable dues and completion of the formalities for registration of the sale/conveyance deed.

35. That, subsequently, a detailed Maintenance Agreement dated 12.09.2025 was executed between the respondent, in its capacity as Developer/Maintenance Agency, and the complainant, in her capacity as allottee. Under the said agreement, the complainant expressly agreed to pay monthly maintenance charges at the applicable rate per sq. ft. of super area, along with GST; electricity charges through a prepaid meter; water and sewerage-related charges; other maintenance dues; fixed meter charges; and any increase in tariffs and taxes. It is further contended that the complainant's liability to pay maintenance charges continues irrespective of whether she is actually residing in the subject unit. A copy of the Maintenance Agreement dated 12.09.2025 has been placed on record as Annexure R-7. The respondent has further referred to the terms of the Maintenance Agreement, which allegedly provide that, in the event of default in payment of maintenance dues, the Maintenance Agency is entitled to levy interest at the rate of 11% per annum, along with

applicable GST, on delayed payments; deduct outstanding dues from the prepaid electricity meter balance; and discontinue services, including electricity supply to the subject unit, without prejudice to its right to recover the outstanding arrears.

36. That, after issuance of the Occupation Certificate dated 13.09.2024, it specifically called upon the complainant, vide letter dated 01.09.2025, to come forward for execution and registration of the conveyance/sale deed within the stipulated period, subject to payment of applicable stamp duty, registration charges and outstanding dues. However, according to the respondent, the complainant and her husband failed to cooperate in completing the registration formalities and clearing the outstanding maintenance dues. A copy of the letter dated 01.09.2025 issued by the respondent to the complainant has been annexed with the reply as Annexure R-8.

37. The respondent has further alleged that despite being in occupation of and enjoying the benefits of the subject unit, the complainant has failed to pay maintenance and allied charges in terms of the Maintenance Agreement dated 12.09.2025. It is contended that such conduct disentitles the complainant from seeking equitable relief from the Authority and demonstrates that the present

complaint is an attempt to resist recovery of legitimate dues and secure unjust enrichment.

38. That complainants have created WhatsApp groups and circulated defamatory messages against the respondent and its management, issued communications containing false allegations and threatened the directors of the respondent company with assault in the event their alleged demands were not fulfilled. Copies of the WhatsApp messages relied upon by the respondent have been collectively annexed with the reply as Annexure R-9 (Colly.).

39. That the complainant, having accepted fit-out possession under the affidavit-cum-undertaking dated 20.09.2022, wherein she allegedly undertook not to claim compensation for delay during the said arrangement, and having subsequently accepted physical possession vide possession letter dated 01.10.2024 after issuance of the Occupation Certificate dated 13.09.2024, is estopped from seeking refund of the amounts paid and/or claiming delay-possession interest for the period covered by her undertaking.

40. With regard to the applicable rate of interest, the respondent has reiterated that Section 18 of the RERA Act, 2016, read with Section 2(za) thereof and the Haryana RERA Rules, contemplates parity between the rate of interest payable by the promoter in case of default and the rate chargeable from the allottee in case of default. However, according to the respondent, the said

statutory framework does not permit the complainant to claim interest at the rate of 24% per annum when the applicable prescribed rate is the State Bank of India's highest MCLR plus two per cent

41. That any delay in completion of the project was substantially attributable to force majeure circumstances and systemic issues beyond its control, coupled with large-scale defaults by allottees in making payments. It is contended that the respondent was required to obtain conditional registration from the Authority on 08.02.2021 and seek financial assistance from the SWAMIH Investment Fund to ensure completion of the project. The respondent has also stated that it undertook substantial financial obligations, including mortgaging its properties and operating through an escrow mechanism, to safeguard the interests of the allottees and complete the project.

42. That the complainant is in continuing breach of the Maintenance Agreement dated 12.09.2025, which casts an obligation upon her to pay monthly maintenance charges, including charges towards water, electricity-related common area services, security and housekeeping, irrespective of whether she is residing in the subject unit. It is further contended that the Maintenance Agreement authorises the Maintenance Agency to recover outstanding dues along with applicable interest and, where necessary, discontinue services. On this basis, the respondent has submitted that a complainant who is herself in

continuing default of contractual obligations is not entitled to discretionary or equitable relief from the Authority.

43. That the reliefs sought by the complainant are internally inconsistent, inasmuch as she has simultaneously sought delay-possession interest on all amounts deposited till 01.10.2024 and refund of the alleged excess amount collected, while also retaining possession of the subject unit and seeking enforcement of her rights as an allottee. The present complaint is an afterthought and an attempt to secure multiple monetary benefits despite having accepted fit-out and physical possession of the subject unit.

E. ARGUMENTS OF LEARNED COUNSELS FOR COMPLAINANT AND RESPONDENT

44. Learned Counsels appearing on behalf of both the parties reiterated the submissions made in their respective complaint, reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

F. ISSUES FOR ADJUDICATION

45. Whether the complainant is entitled to reliefs sought by her or not?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

46. The Authority has carefully examined the rival contentions and perused the documents placed on record. It is an admitted fact that Unit No. 302, on the

third floor of Block B-16, in the project namely, JOP Palms, Sector 28, Rohtak was allotted to the complainant. The provisional allotment letter dated 19.05.2014 records the basic sale consideration of the subject unit as ₹34,31,000/-. Subsequently, an Agreement to Sell dated 16.11.2016 was executed between the parties in respect of the said unit, having a super area of 1450 sq. ft. The respondent has also admitted receipt of an aggregate amount of approximately ₹41,69,993/- from the complainant, which is more than the basic sale price. Complainant was handed over physical possession of the unit on 01.10.2024.

47. As per clause 24 of the Flat Buyer Agreement;

> *"The company shall complete the development /construction of the unit/project within 30(thirty) months from the date of the allotment letter, or within an extended period of six months subject to clauses 32 and 33 mentioned above and subject to other buyer making timely payment or subject to any other reasons beyond the control of the company."*

The respondent was obligated to deliver possession of the unit to the complainant within the period stipulated in the clause 24 of the agreement to sell dated 16.11.2016, i.e., 30(thirty) months from the date of the allotment letter, or within an extended period of six months. Respondent has taken a defense that there is delay on the part of the respondent and the various reasons given by the respondent such as demonetisation, shortage of labour,

restrictions imposed by the National Green Tribunal on the movement of construction material in the NCR, the Jat agitation in 2017, heavy rainfall in Haryana in 2016, non-renewal of the licence by the Department of Town and Country Planning on account of non-payment of EDC/IDC by certain allottees, and the subsequent conditional registration of the project. It has further been stated that financial assistance of approximately ₹80 crore was arranged through the SWAMIH Investment Fund and that the project was thereafter completed in phases. The Authority has considered the aforesaid explanation. It is observed that mere reference to general or external circumstances, by itself, cannot absolve the promoter of its statutory obligations under the RERA Act, 2016. The respondent was required to establish, through cogent material, the specific impact of each such circumstance upon the construction and completion of the project, the period for which the work was actually affected and the manner in which the same prevented it from fulfilling its obligation to deliver possession within the stipulated period. The respondent's reliance upon financial difficulties, defaults by other allottees, conditional registration and subsequent financial assistance through the SWAMIH Investment Fund does not, in the absence of sufficient material establishing a legally sustainable extension of the possession period, furnish an automatic justification for the entire delay. The

Authority, therefore, does not find the aforesaid general explanations sufficient to defeat the complainant's claim for statutory relief on account of delayed possession. Consequently, the respondent cannot claim the benefit of the additional six-month period under Clause 24. Accordingly, the period of 30 months from the date of the allotment letter dated 19.05.2014 expired on **19.11.2016**, which is taken as the due date for handing over possession of the subject unit.

48. The respondent has further relied upon the ***Offer for Fit-Out*** dated 20.09.2022 and the ***affidavit-cum-undertaking*** executed by the complainant on the same date. Respondent has contended that voluntarily accepted fit-out possession and specifically undertook not to claim any compensation for the period during which the fit-out possession remained with her. The respondent has also relied upon the ***physical possession letter dated 01.10.2024***.

49. In this regard, the Authority observes that the Offer for Fit-Out dated 20.09.2022, by its very nature and the terms stated therein, was an arrangement permitting the allottee to undertake finishing work in the subject unit. The said offer was not accompanied by the Occupation Certificate for the concerned phase/tower, which was obtained only on 13.09.2024. Therefore, the offer for fit-outs dated 20.09.2022 cannot, merely on account of its issuance or acceptance, be treated as a valid offer of possession for the

purpose of determining the respondent's compliance with its statutory obligation under the Act. The distinction between permission to carry out fit-out work and a lawful offer of possession after obtaining the requisite Occupation Certificate is material and cannot be overlooked. The Authority further observes that the Occupation Certificate in respect of the concerned phase/tower was obtained on 13.09.2024, whereas physical possession of the subject unit was handed over to and accepted by the complainant on 01.10.2024, as reflected in the possession letter of the said date. Thus, the respondent's obligation to offer lawful possession could not be treated as discharged merely by issuance of the fit-out offer in September 2022. ***The Authority, therefore, concludes that 01.10.2024, being the date on which physical possession of the subject unit was handed over to the complainant pursuant to the issuance of the Occupation Certificate dated 13.09.2024, is treated as the date of actual handing over of possession for the purpose of computation of delayed possession interest.***

50. As regards the affidavit-cum-undertaking dated 20.09.2022, the Authority has considered the respondent's contention that the complainant had agreed not to claim compensation for the period of fit-out possession. However, the execution of such an undertaking cannot be construed as extinguishing or overriding a statutory entitlement, if otherwise established, under Section 18

of the RERA Act, 2016. A contractual stipulation or undertaking executed between the parties cannot be given an interpretation which defeats the statutory protection available to an allottee under the Act. In any event, the fit-out arrangement did not amount to a lawful offer of possession in the absence of the requisite Occupation Certificate. Accordingly, the said undertaking does not, by itself, disentitle the complainant from claiming statutory interest for the delay in handing over possession.

51. In view of the above discussion, the Authority holds that the respondent failed to hand over lawful possession of the subject unit by the due date of 19.11.2016. The complainant is, therefore, entitled to the statutory relief for the delay commencing from 19.11.2016 and continuing until the date of actual handing over of possession, i.e. 01.10.2024. The complainant has, however, claimed interest at the rate of 24% per annum on all amounts deposited with the respondent as per relief no. i of the complaint. In this regard, the Authority observes that the rate of interest payable by the promoter is governed by the statutory framework under the Section 18 (1) RERA Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. The rate claimed by the complainant at 24% per annum cannot be granted merely on the basis of the rate of interest allegedly stipulated by the respondent in the event of delayed payment by an

allottee. The Authority also observes that the respondent has not charged interest from the complainant at the rate of 24% per annum on account of any alleged delay in making payments. Therefore, the complainant cannot seek enforcement of such a rate on a reciprocal basis. The statutory rate is required to be applied in accordance with Rule 15 of the Haryana Rules, and the complainant's claim for interest at 24% per annum is, therefore, not sustainable.

52. Section 18 (1) proviso reads as under:-

> "
> *18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-*
> .....
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay,* ***till the handing over of the possession****, at such rate as may be prescribed".*

The Authority has considered the scope and applicability of the above provision. A plain reading of the proviso makes it clear that where the allottee chooses to continue with the project, the entitlement is restricted to interest for the period of delay up to the handing over of possession.

In the present case, the record conclusively establishes that the possession of the unit was voluntarily accepted by the complainant on 01.10.2024, as discussed in the preceding paragraphs. Therefore, for the purpose of Section

18(1) of the Act, the relevant date for cessation of delay liability is the date of actual handing over of possession, and not the date of issuance of Occupancy Certificate.

Accordingly, the Authority is of the considered view that even under Section 18(1) of the Act, the complainant, if otherwise entitled, can claim delay interest only up to **01.10.2024**, i.e., the date on which possession of the unit was handed over to and accepted by the complainant.

53. 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;

54. 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".

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., 12.11.2026 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.95%.

55. Hence, Authority directs respondents to pay delay interest to the complainant for delay caused in delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.95% (8.95% + 2.00%) from the due date of possession i.e. 19.11.2016 to date of actual handover of possession, i.e., 01.10.2024.

56. Authority has got calculated the interest on total paid amount from due date of possession i.e., 19.11.2016 till the date of actual handover of possession, i.e., 01.10.2024, which works out to **₹31,10,060/-** as per detail given in the table below:

Sr. No.	Principal Amount (in ₹)	Deemed date of possession or date of payment whichever is later	Interest Accrued till 01.10.2024 (in ₹)
1.	34,35,957/-	19.11.2016	29,21,900/-
2.	2,00,000/-	16.09.2021	1,21,440/-
3.	5,34,036/-	05.09.2022	66,720/-
TOTAL-	**41,69,993/-**		**31,10,060/-**

57. Further, with regard to the reliefs no. (ii) sought by the complainant, which relates to the complainant's claim for refund of ₹7,38,993/-, being the difference between the basic sale consideration of ₹34,31,000/- and the aggregate amount of ₹41,69,993/- paid by her. The complainant has contended that the respondent collected an amount over and above the agreed sale consideration without furnishing any proper explanation or justification. On the other hand, the respondent has submitted that the amount of ₹34,31,000/- represented the basic sale consideration and that the additional amount was collected towards EDC/IDC exceeding the amount included in the basic sale consideration, electrical fittings and other charges payable under the contractual arrangement. The Authority observes that the mere fact

that the aggregate amount paid by the complainant exceeds the basic sale consideration mentioned in the allotment letter would not, by itself, establish that the difference constitutes an illegal or unauthorised collection. The respondent has placed on record its Statement of Account as Annexure R-3 and has explained that the additional amount was towards charges over and above the basic sale consideration. The complainant, on the other hand, has not, on the material presently available, identified the individual entries which are alleged to be unauthorised or demonstrated that the charges reflected in the Statement of Account were not payable under the allotment letter, Agreement to Sell or applicable statutory provisions. At the same time, the Authority makes it clear that the mere description of an amount as EDC/IDC, electrical fittings or any other allied charge does not, by itself, establish its recoverability.

58. However, in the absence of a specific and substantiated challenge to the individual charges, the Authority is not inclined to grant a blanket direction for refund of the entire difference of ₹7,38,993/- merely by comparing the aggregate payment with the basic sale consideration. The complainant's claim for refund of the said amount, as presently pleaded and substantiated, is accordingly not established.

59. As regards the execution and registration of the Conveyance Deed, the respondent has stated that the complainant was called upon, vide letter dated 01.09.2025, to complete the requisite formalities for execution and registration of the deed, but she failed to cooperate. The complainant, on the other hand, has specifically sought a direction for execution and registration of the Conveyance Deed in her favour as relief no. iii. The Authority observes that, once possession has been handed over and the requisite Occupation Certificate has been obtained, the respondent is required to take the necessary steps for execution and registration of the Conveyance Deed in accordance with the provisions of the Section 17 of RERA Act.

H. DIRECTIONS OF THE AUTHORITY

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

i. Respondent is directed to pay delay interest of ₹31,10,060/- to the complainants towards delay caused in handing over the possession.

i. Further respondents are directed to execute the Conveyance Deed within 90 days from the date of uploading of the order.

ii. Complainant will remain liable to pay balance consideration, if any, amount to the respondents at the time of actual possession offered to them in terms of this order of the Authority.

iii. The rate of interest is chargeable from the complainant by the respondents, in case of default shall be charged at the prescribed rate i.e., 10.95% which is the same rate of interest which the respondents shall be liable to pay to the complainant.

iv. The respondents shall not charge anything more from the complainant except what is decided by the Authority in this order.

61. Hence, the complaint is accordingly **disposed of** in view of above terms. 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]

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DR. GEETA RATHEE SINGH
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]