HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**2259 of 2022**
Date of filing:	**06.09.2022**
Date of first hearing:	**25.01.2023**
Date of decision:	**01.08.2023**

1. Sh. Akashdeep S/o Sh. Radhey Shayam,
2. Ms. Neeru Kaushik W/o Sh. Akashdeep,

Both R/o House no. 1113 P, Setor 23-A,

Gurgaon, Haryana- 122017. .....COMPLAINANTS

Versus

M/s Raheja Developers Pvt. Ltd,

Through its Authorized Signatory Sh. Sarveshwar,

R/o W4D, 204/5, Keshav Kunj, Carippa Marg,

Western Avenue, Sainik Farms,

New Delhi- 110080. .....RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** **Member**
Nadim Akhtar **Member**

Present: - Sh. Madhur Panwar Advocate, Counsel for the complainants through VC
Sh. Kamal Dhaiya Advocate, Counsel for the respondent.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed on 06.09.2022 by complainants 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 have been detailed in following table:

S. No.	Particulars	Details
1.	Name of project	Raheja's OMA, Sector 2-A Dharuhera(Rewari)
2.	Nature of the Project	Residential
3.	RERA registered/not registered	Registered no. 29 of 2017 dated 02.08.2017 and 30 of 2017 dated 02.08.2017
4.	Allotment date	19.09.2013
5.	Apartment no.	IF 21-03
6.	Apartment area	1553.15 sq.ft.

7.	Date of builder buyer agreement	19.09.2013
8.	Deemed Date of Possession as alleged by complainant(page-8 of complaint book)	19.09.2016
8.	Total sale price	₹59,37,164/-
9.	Amount paid by complainant	₹55,95,637/-

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

3. Complainants had booked apartment in the promoter project in the year 2013. Said apartment was provisionally allotted vide allotment letter dated 19.09.2013 and Builder Buyers Agreement was executed between the allottees and respondent-promoter on 19.09.2013, annexed as Annexure C-2 (Pg. 19-54 of complaint book)

4. According to clause 4.2 of the BBA, respondent committed to give possession of the allotted unit within 48 months from the date of the execution of the agreement to sell and after providing of necessary infrastructure specially road, sewerage, etc. by the government and subject to force majeure conditions or any government/ Regulatory authority's action, inaction or omission and reasons beyond the control of the seller. However, the seller shall be entitled for compensation free grace period of six months in case the construction is not

completed within the time period mentioned above. Total sale price was Rs. 59,95,637/- out of which complainant had paid Rs.55,95,637/- in the years from 2012-2016.

5. Complainants further alleged that there is no development at site and the project cannot be completed in near future. As possession of booked apartment was to be handed over to complainants by 19.09.2016 but respondent after inordinate delay of almost seven years have failed to handover the possession till date. Therefore, complainants have prayed for relief of refund of the amount paid by complainants till date along with the prescribed rate of interest.

C. RELIEF SOUGHT:

6. The complainants in their complaints have sought following reliefs:

   i. In the event that the registration has been granted to the opposite party for the above mentioned project under RERA Act read with relevant Rules, it is prayed that the same may be revoked under Section7 of the Rera Act 2016 for violating the provisions of the RERA Act, 2016.

   ii. Respondent be directed to provide complet details of EDC/IDC and statutory dues paid to the competent Authority and pending demand if any

   iii. To compensate the complainant for the delay in completion of the project and refund the entire amount of ₹ 55,95,637/- along with

prescribed rate of interest from the date of respective deposits till its actual realisation;

iv. To pay penalty amount as per clauses off the Agreement to sell(AnnexureC-4);

v. To refund any liability of GST which will be payable by the complainants.

vi. To direct the respondent to pay ₹5,00,000/- to the complainants as damages on account of mental agony, torture and harassment and ₹ 50,000/- as litigation fees;

vii. Any other relief which is deemed fit by this Hon'ble Authority.

D. REPLY:

7. Respondent has submitted their reply dated 25.04.2023 in the registry. Wherein it is submitted as follows:-

i) This Authority does not have jurisdiction to deal with this matter because the complainants have sought relief of "possession of the flats with interest and compensation".

ii) Authority further lacks jurisdiction because the project has not been registered with the Authority. Authority has jurisdiction to regulate the affairs only of the projects which are registered with Authority.

iii) Respondents have stated that agreement with the complainant-allottees had not been executed in accordance with the format of the agreement provided in the Rules. Further, agreement with complainants had been

executed much prior to coming into force of the RERA Act. For this reason also, the Authority has no jurisdiction and the complaint is not maintainable.

iv) The project is in full swing and the delay of the project was on account of non-sanction of necessary approvals by the competent authorities of the State Government and not providing external services like sewer, water etc.

v) Respondent in para 9 of reply has stated that a Civil Appeal qua the project in question of the instant matter is also pending before the Hon'ble Supreme Court, i.e., Civil Appeal no. 6853/2018 titled as Pawan Kumar (D) through LRs and Anr. Versus M/s Raheja Developers Ltd. & Anr wherein the Hon'ble Supreme Court had directed the respondent to deposit a sum of Rs 6 crores in the registry before consideration of cross appeal, which had been duly complied by the respondent. Said matter has been referred to Senior Mediator vide order dated 11.01.2022 for exploring possibility of settlement. The subject matter involved in the said appeal is against the same respondent against which the instant complaint has been filed by the complainant before the Authority. Therefore, respondent requested to defer the captioned matter qua the Raheja's Oma project till final adjudication of Civil appeal pending before Hon'ble Supreme Court.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

8. During oral arguments learned counsel for the complainants submitted that there is no progress at the site and project cannot be completed in near future.

Therefore, he requested to dispose of the matter in same terms of the Complaint no. 529 of 2018 titled as Kapil Jain and Anu Jain Vs Raheja Developers Pvt Ltd. passed by the Authority vide order dated 01.04.2022. Learned counsel for respondent reiterated the arguments as submitted in reply.

F. ISSUES FOR ADJUDICATION:

9. Whether the complainants are entitled to refund of amount deposited by them along with interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS OF THE AUTHORITY:

10. Authority has gone through the submissions of complainant as well as of respondent. It observes and orders as follows:-

i) In the captioned complaint, respondent in para 1 of reply has stated that the complainant has sought relief of possession with interest and compensation which would not be adjudicated by Authority and only be adjudged by the Adjudicating Officer under Section 71 of RERA Act. However, as per relief clause 4 mentioned at page no. 14 of complaint states that complainant has sought relief of refund with interest and compensation.

ii) Secondly, in para 2 of reply, respondent has stated that project in question is not registered with the Authority, therefore, it does not fall under jurisdiction of this Authority.

In view of above, Authority observes that respondent has submitted a standard photocopied reply in all the cases, in which they have submitted similar arguments. It appears that respondent-company is

not even clear about the facts of the matter as complainant has sought relief of refund with interest and compensation in the captioned complaint and this relief claimed by the complainant is dealt as per Section 18 of the RERA Act by the Authority.

11. Secondly, in para 3 of reply, learned counsel for the respondent stated that the project is not registered therefore jurisdiction of the Authority does not extend to the unregistered project. The fact of the matter, however is that this project had been got registered by the respondents vide registration No.29 and 30 of 2017 dated 02.08.2017. Authority observes that respondent is making submissions contrary to the facts. Respondents ought to check the facts of the matter before submitting their reply. This Authority has passed detailed orders in regard to jurisdiction of this Authority over unregistered project in complaint No. 191 of 2020 titled Mrs Rajni And Mr Ranbir Singh V/S Parsvnath Developers Limited, relevant part of which are reproduced below:

> *14. The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of*

defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.

15.For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected.

Therefore, even if the project was unregistered, the Authority would have unfettered jurisdiction to deal with the complaints of the allottees as per Rule laid down by the Authority in the aforesaid complaint. Accordingly, either ways objections to jurisdiction of Authority raised by respondents holds no ground, and are rejected."

12. In para 4 and 5 of reply, respondent has taken a plea that provisions of the RERA Act of 2016 will not apply on the agreements executed prior to coming into force of RERA Act, 2016. In present case agreement to sell was executed in the year 2013. Accordingly, respondent has argued that RERA Act cannot have retrospective effect and relationship of builder and buyer in this case will be regulated by the agreement previously executed between them and same cannot be examined under the provisions of RERA Act. In this regard Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of flat-buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not supposed to be re-written. The Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter

within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act, 2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as Madhu Sareen v/s BPTP Ltd. Relevant part of the order is being reproduced below:

> *"The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller."*

In the instant case, however, relief of refund has been sought. The refund in this case is admissible because respondent has failed to complete the real estate project and handover the possession of the same within the time stipulated in the agreement for sale. As on date, the complainant is aggrieved persons who has not been handed over possession of the booked unit as per agreement of sale. The cause of action i.e., handing over of possession still persists even after the RERA Act,2016 coming into force. This is a case of breach of contract by the respondent. In the case of breach of contract, argument that provisions of RERA Act, 2016 will not apply to the agreements executed prior to coming into force of the Act cannot be applied at all. Provisions of the

agreement are to be considered if the agreement was to be acted upon. Here is a case of breach of contract, therefore, equities have to be settled so as to compensate a person who is a sufferer on account of breach of contract. The general law of the land will regulate such situation and not provision of the agreement.

13. From perusal of the record and documentary evidence adduced by the complainant and also on the basis of arguments advanced by learned counsel for complainant, the Authority observes that the complainant has made payment of Rs. 55,95,637/- to the respondent and construction at the site of the project is not likely to be completed in near future. Therefore, the present complaint is covered by the decision rendered on 01.04.2022 in complaint no. 529 of 2018 titled as Kapil Jain and Anu Jain Vs Raheja Developers Pvt Ltd. Thus, the Authority decided to dispose of the matter in terms of the above said complaint. Relevant part of order dated 01.04.2022 passed in Complaint No. 529 of 2018 is reproduced below for reference:

> *"Authority in its projects jurisdiction has passed an order dated 07.07.2021 vide which registration certificate granted to the project of the respondent-company was cancelled. The said order is reproduced below:-*
>
> *1. This Authority had registered two real estate projects namely 'Sansara Residencies' and 'Akasha Tower' residential towers to be developed in a group housing colony on land measuring 8.531 acres in sector-2A, Dharuhera, Rewari registered vide registration nos. 29 of 2017 dated 02.08.2017 and 30 of 2017 dated 02.08.017 respectively.*
>
> *2. While adjudicating upon the bunch of complaints with lead complaint case no. 332 of 2018 titled as Shashank Uppal Vs Raheja Developers Ltd., the Authority has observed as follows:*

"5. The arguments put forth by the learned counsels for the complainants are as follows: -

(i) That the respondent No.1 has deliberately stopped the construction work for the reasons best known to him. There is no bar on them from any court of law or any other authority against starting the construction activities. The arguments of the respondent No.1 is that respondent No.2 is using strong arm tactics and is denying them access to the project land are nothing but lame excuses only to justify the inaction on their part.

(ii) Regarding the civil suit pending between both the respondents in the civil court relating to the alleged sale deed, there is no stay order granted by the court against any of the parties. The pendency of civil suit is no bar against the Respondent No.1 in commencing the construction of the project.

(iii) The orders passed by Hon'ble NCDRC is also not a hindrance in any manner against the Respondent No. 1. It merely re-defines the relationship between both the respondents. Both the respondents had entered into a collaboration agreement which is the basic document defining the relationships between the two. The allottees have nothing to do with their internal dispute if any. Complainants have entered into builder-buyer agreement with the Respondent No.1 who is now failing to discharge his responsibilities by putting forth such lame excuse and is unnecessarily trying to shift the blame of Respondent No.2. Even if there is a legitimate dispute, the Respondent No.1 and 2 should settle it at the earliest. Their internal dispute cannot adversely affect legitimate rights of the allottees.

(iv) Learned counsels for the complainants alleges serious. diversion of the funds of the project collected from the allottees as well as from the various financial institutions. They allege that the Respondent No.1 had mortgaged the project with IFCI Ltd. and have raised Rs.75 crores loan against it. Another loan has of Rs.55 crore been raised from the Punjab National Bank. Shri Himanshu Raj, Ld. counsel for the complainant stated that the entire money amounting to Rs. 130 crores has been disbursed in favour of the Respondent No.1 but the

same has not been invested on the project. Instead, the respondent No.1.has diverted the same against the interests of the allottees.

(v) Learned counsels for complainants allege that mala fide intention of Respondent No.1 are further proved from the fact that Respondent No.1 had made a collaboration agreement with a Japanese Firm, one of the terms of which was that the license of the land shall be transferred in favor of Respondent No.1. An application in this regard was filed in the Town & Country Planning Department but the same was not approved on account of some dispute having arisen between both the respondents. The mala fide intention of Respondent No.2 are also exhibited from the fact that he had issued a no objection certificate in favor of the Respondent No.1 for transfer of the license for collaboration with a Japanese Firm.

(vi) Nearly 50% of apartments in the project, both in high rise as well as well as in low rise buildings have been allotted and huge sum of money has been collected from the allottees. Neither the money collected from the allottees nor raised by way of loan/mortgage has been invested in the project. This is a clear indication that Respondent No.1 has diverted the funds for their own personal gains to the detriment of the allottees.

(vii) Arguing for the complainant in Complaint No.529 of 2018. Shri Himanshu Raj stated that admittedly the construction of high rise building has not even commenced beyond some basic excavation work at the basement. Accordingly, there is no likelihood of its completion in forseeable future, especially in view of the facts and circumstances narrated above. He requested that in respect of his client, the orders for refund of the money paid along with interest and compensation should be passed.

6. In view of the aforesaid submissions of the both the parties the Authority observes as follows:

(i) Admittedly, Respondent No.2 is the landowner licensee of the project. License No.27 of 2011 was granted in his favour. Prior to the grant of license a collaboration agreement had been made between them by virtue of which almost entire capital investment was to be made by respondent No.1 and in

lieu of the construction of land, the respondent No.2 was to get 23% of the total saleable area.

The Authority observes that when under the collaboration agreement rights and responsibilities of both the parties were clearly defined, it is not clear why was a sale deed executed by the respondent No.2 in favour of respondent No.1, and that also without citing any sale consideration in their favour.

(ii) In so far as the orders of Hon'ble NCDRC is concerned, it only redefines/clarifies the relationship between both the respondents which has no impact on the rights of the allottees. The respondent No.1 has been directed to fulfill their obligation by certain prescribed dates. It is not understood how is respondent No.1 taking shelter behind this order of the Hon'ble NCDRC to justify non-resumption of construction activities.

(iii) It has been argued that an appeal has been filed by respondent No.1 in the Hon'ble Supreme Court Copy of the said appeal was not submitted to enable the Authority to understand its exact nature. On the next date a copy of it shall be submitted by respondent No.1.

(iv) Respondent No.1 alleges that Respondent No.2 is obstructing access to the project land by using strong arm tactics. Allegedly, this is being done for last couple of years. On a question being posed by the Authority whether any FIR in this regard has been lodged or assistance of the police has been sought, Shri Dahiya could not come forward with any satisfactory reply. Accordingly, it appears that this also is a lame excuse.

(v) No reply was given by the learned counsel for respondent No.1 regarding utilization of funds raised from the allottees and from the financial institutions. They will have to explain how much funds have been raised from various sources where they have been deployed.

(vi) It appears that both the respondents are in collusion with each other. Both the parties appear to be collaborating with each other right from the beginning. They have facilitated collaboration with the Japanese firm. They have also collaborating for transfer of license in favor of respondent No.1. There

is no stay order from the civil court and there is no bar in commencing the construction activities. The argument of the respondents appears to be only a ploy to continue to deny legitimate rights of the allottees.

7. From the foregoing discussions the Authority is of prima-facie view that respondent No.1 is not deliberately completing the project. He has gathered huge amount of money by sale of nearly 50% of the project and have also raised an amount of 130 crores by way of loan/mortgage. Against such a massive collection, much less amount appears to have been invested on the project which points to the fact that respondent no.1 has siphoned away funds of the project. Now the respondent No.1 & 2 are indulging into fruitless litigation and are leveling baseless allegations and counter allegations against each other in order to buy time and to justify their inaction for non-completion of the project. They have sold nearly 50% of the high rise building in respect of which even construction work has not begun."

3. Taking cognizance of aforesaid facts received against the promoters for violating terms and conditions of the registration and provisions of the RERA Act, 2016; and also upon observing that the promoter appears to have been indulged in siphoning off the funds of the project; and there are ongoing disputes in respect of ownership of the project land between the developer and land owners, the Authority decided to issue a show cause notice to the respondent/promoter as to why their registration bearing nos. 29 of 2017 and 30 of 2017 be not cancelled.

4. Several detailed orders have been passed by the Authority in this matter. Basic reasons of non-completion of the project have been recorded in the orders dated 17.09.2019, 22.10.2019 and 22.12.2020.

5. Today, the Authority observes that since the promoter has failed to complete the project for more than a decade and no construction is taking place for the past 3-4 years due to dispute between the promoter & landowners which has put a question mark on the future of the project. The allottees of the projects are waiting for their homes even after paying their hard-earned money. It is also observed that there are several other ongoing disputes between respondent/promoter & landowners in respect of the ownership of the project land which may take time to resolve. Despite granting repeated opportunities to the

promoters to resolve their disputes, no satisfactory outcome has been arrived towards completion of the project. The promoters have again failed to satisfy the Authority of their capabilities to complete the projects within stipulated time and will hand over the possession of the units to the prospective allottees.

6. Taking serious view of the above circumstances, the Authority decides to suspend the aforesaid registration nos. 29 of 2017 and 30 of 2017 till further orders and the promoters of the projects are prohibited from making any further sale of any unit or alienate any asset of the projects in question. The fact of suspension of the registration and prohibition of further sale of the project should be hosted on the website of the Authority.

6. As is clearly made out from the above reproduced orders that project of the respondent is badly stuck. No construction activity is going on. Due date of delivery of possession of apartments to various complainants was 2017. Registration certificate of the project has been cancelled and legal disputes are still going on in regard to the land. As such, there is no hope for its completion in foreseeable future. Accordingly, complainants are entitled to the relief claimed by them i.e. refund of money paid by them along with interest on the date of making such payments upto the date of passing this order.

Authority accordingly hereby orders refund of the amount paid by the complainants along with interest in accordance with Rule 15 of the RERA Rules, 2017."

14. In view of above, Authority finds it a fit case for allowing refund in favour of complainant. Further, 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 this 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.

15. As per Section 18 of Act, interest is defined as under:-

> 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;

Rule 15 of HRERA Rules, 2017 which is reproduced below for ready refreneces:

> ***"Rule 15:*** *Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7)ofsection19] (1) For the purpose of proviso to section 12; section 18, and sub.sections (4) and (7) of section 19, the "interest at therate prescribed" shall be the State Bank of india highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"."*

16. The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

17. Consequently, as per website of the state Bank of India i.e. https://sbi.co.in, the marginal cost of lending rate (in short MCLR) as on date i.e. 01.08.2023 is 8.75%. Thus, the prescribed rate of interest will be MCLR + 2% i.e. 10.75%.

18. Accordingly, respondent will be liable to pay the complainants interest from the date amounts were paid by them till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainant the paid amount of ₹ 55,95,637/- along with interest 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 10.75% (8.75% + 2.00%) from the date amounts were paid till the

actual realization of the amount. Authority has got calculated the total amount along with interest at the rate of 10.75% till the date of this order and said amount works out to ₹ **1,11,73,870** /- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 01.08.2023
1.	177002	07.12.2013	183761
2.	262000	20.06.2015	228792
3.	260615	06.10.2015	219293
4.	200000	31.08.2016	148851
5.	27784	20.12.2016	19770
6.	324865	04.04.2014	325980
7.	519255	17.09.2012	607290
8.	778883	16.11.2012	897172
9.	545217	26.07.2013	587553
10.	844648	28.11.2013	879140
11.	148000	24.12.2013	152910
12.	325000	11.08.2014	305248
13.	583500	25.02.2015	529306
14.	260600	05.08.2015	224039
15.	261100	15.12.2012	214318
16.	42557	28.12.2016	30182

17.	34611	20.12.2016	24628
Total	**₹5595637/-**		**₹ 5578233/-**
Total payable amount	**₹ 1,11,73,870/-**		

19. The complainant is seeking compensation on account of pain, agony, harassment caused for delay in possession, compensation under Section 12 of RERA Act, 2016 and litigation costs of ₹ 50,000/-. It is observed that Hon'ble Supreme Court of lndia in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and Developers PvL Ltd. V/s State of U.P. & ors."* (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

20. Further, complainant has sought various relief's for passing directions to the respondent-promoter mentioned at page 14 of the complaint book from serial

no.1 to 3 and 5-6. In this regard it is observed that said reliefs have nowhere been claimed by the complainants in their complaint nor pressed by them during arguments. Hence, complainant's prayer mentioned at serial no.1 to 3 and 5-6 at page no. 14 of complaint book is rejected.

H. DIRECTIONS OF THE AUTHORITY

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

(i) Respondent is directed to refund the entire amounts along with interest of @ 10.75 % to the complainant as specified in the table provided in para 16 of this order.

(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 follow.

22. Captioned complaint is, accordingly, **disposed of.** File be consigned to the record room after uploading orders on the website of the Authority.

.....
DR. GEETA RATHEE SINGH
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]