



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 2815 OF 2022

Daryao SinghCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

2. COMPLAINT NO. 2821 OF 2022

Mrs Manju Gupta Mr Bho Prakash GuptaCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

3. COMPLAINT NO. 2823 OF 2022

Mrs Archana GoelCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

4. COMPLAINT NO. 2824 OF 2022

Mrs Renu Mr Raj Kumar GeraCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

5. COMPLAINT NO. 2825 OF 2022

Mrs Manju Sharma Mr Surender Kumar SharmaCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

6. COMPLAINT NO. 2827 OF 2022

Nikita PatniCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

7. COMPLAINT NO. 2839 OF 2022

Mr Jai Gopal SoniCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

8. COMPLAINT NO. 2841 OF 2022

Mr Ram SharanCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

9. COMPLAINT NO. 2843 OF 2022

Mrs ManjuCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT



10.COMPLAINT NO. 2896 OF 2022

Mr Surinder Kumar BhardwajCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

11.COMPLAINT NO. 2897 OF 2022

Mrs Reema Chandhok Mrs Santosh ChadhaCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

12.COMPLAINT NO. 2898 OF 2022

Sardar Perminder SinghCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

13.COMPLAINT NO. 2899 OF 2022

Mrs Sudesh SharmaCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

14.COMPLAINT NO. 2900 OF 2022

Mr Brij Mohan BhatnagarCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT



15.COMPLAINT NO. 1571 OF 2023

Daryao Singh & Rajesh Rana & AanchalCOMPLAINANT

VERSUS

TDI Infrastructure Ltd.RESPONDENT

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

Date of Hearing: 09.08.2023

Hearing: 3rd in all cases.

Present: - Mr. Sween, Proxy Counsel for the Advocate Sameer Singh, Counsel for the complainants (in all complaints)
 Mr. Shubhnit Hans, learned counsel for the Respondent through VC (in all complaints)

ORDER (NADIM AKHTAR- MEMBER)

1. Captioned complaints are taken up together for hearing as they involves same issues pertaining to same project and against one respondent only- TDI Infrastructure Ltd. This order is passed taking complaint no. 2815/2022-Daryao Singh vs TDI Infrastructure Ltd as a lead case. In said case, detailed order dated 18.07.2023 was passed with the following observations pertaining to technical objection:-

“Authority after hearing arguments of both parties and perusing the record is of the view that builder buyer agreement dated 25.05.2011 in complaint no. 2815/2022 was executed between the allottees-Mrs. Aanchal & Rajesh Kr. Rana and co-allottee Mr. Daryao Singh and respondent. In



performa B of complaint, there is name of only complainant- Mr. Daryao Singh and complaint is supported with only his affidavit whereas all of three allottees should have been impleaded as complainants. Replication relied upon by complainant contains amended memo of parties but again with affidavit of only complainant. All of three allottees should have been impleaded as complainants being necessary party. Complainant is given liberty to generate fresh performa-B and file fresh complaint alongwith amended memo of parties and affidavit of all three complainants-allottees alongwith requisition to club that fresh complaint no. which will be generated with fresh performa-B in captioned complaint no. 2815/2022. Said application be supplied to respondent in advance. Respondent is also directed to file his reply accordingly so that complaint cases can be argued at the next date. "

2. Accordingly, ld. counsel for the complainant has filed another complaint no. 1571/2023 for removal of technical deficiency pointed out by the respondent's counsel. Said complaint is supported with affidavit of all three allottees-complainants. Notice dated 08.08.2023 was issued to respondent for filing of reply. An application dated 03.08.2023 has been filed by ld. counsel for respondent wherein it has been requested to consider the same reply filed in complaint no. 2815/2022 in the complaint no. 1571/2023 as well. Technical objection by way of filing complaint no. 1571/2023 stands removed and accordingly, complaint no.



1571/2023 stands merged with complaint no. 2815/2022 and final order/judgement passed in complaint no. 2815/2022 be taken as final order in both complaints no. 2815/2022 and 1571/2023.

3. Present lead complaint was filed on 15.11.2022 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 fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

4. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Tuscan floors, TDI Tuscan City, Kundli , Sonipat
2.	Name of the Promoter	TDI Infrastructure Ltd
3.	RERA registered/not registered	Not registered.
4.	DTCP License no.	177 of 2007.
	Licensed Area	22.684 acres
5.	Unit no.(residential floor)	T-57/F1

6.	Unit area	1164 sq. ft.
7.	Date of allotment	21.03.2011
8.	Date of builder buyer agreement	25.05.2011
9.	Due date of offer of possession (30 months)	25.11.2013
10.	Possession clause in BBA clause-30However, if the possession of the independent floor/apartment is delayed beyond a period of 30 months from the date of execution hereof and the reasons of delay are solely attributable to the wilful neglect or default of the Company then for every month of delay, the buyer shall be entitled to a fixed monthly compensation/ damages/ penalty quantified @ Rs.5 per square foot of the total super area of the independent floor/apartment. The purchaser agrees that he shall neither claim nor be entitled for any further sums on account of such delay in handing over the possession of the independent floor/apartment.
11.	Total sale consideration	₹ 28,36,926/-
12.	Amount paid by complainants	₹ 26,79,419.52/-
13.	Offer of possession	No offer.

B. FACTS OF THE COMPLAINT

5. Facts of complaint are that complainants had booked a residential floor in the project- Tuscan floors, TDI City, Kundli, Sonipat of the respondent by making payment of Rs 4,00,000/- on 28.04.2010, following which

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allotment letter dated 02.02.2011 was issued in favor of complainants and unit no. T-57/FF having area 1164 sq ft was allotted.

6. Complainants entered into builder buyer agreement with the respondent on 25.05.2011. As per clause 30 of the FBA, possession of the floor was to be made within 30 months from the date of agreement, thus deemed date of delivery was on 25.11.2013. An amount of Rs 26,79,419.52/- has been paid against basic sale price of Rs 28,36,926/- by the complainants on different dates.
7. It is submitted by the complainants that despite a lapse of more than nine years respondent has failed to offer possession of the allotted floor. That till date, respondent has not completed the construction of the project in question including the floor booked. In year 2013, complainants had visited the office of respondent and came to know that construction of the allotted unit had not even started due to some dispute on the land on which the tower T-57 was planned to be constructed by the respondent.
8. That complainants had opted for construction linked plan. However, respondent had demanded and received approximately 91% of total sale consideration despite the fact that no construction was going on at site of the project. For reference order dated 09.08.2022 passed by this Authority in complaint no. 1115/2020 titled as Hitesh Girdhar vs TDI Infrastructure Ltd is mentioned whereby Authority has observed that neither the unit



booked by complainant nor project-TIDI Tuscan City is complete as local commissioner in its report has conclusively established that the project is incomplete and not ready for usage. Therefore, relief of refund of paid amount with interest was allowed.

9. That delay in development of project by the respondent has shattered the faith of complainants and such inordinate delay has frustrated the purpose of purchasing the unit. There is no basic development carried out at site of the project by the respondent and further there is no scope of completion of project even in near future. Therefore, complainants are left with no other option but to approach this Authority. Hence the present complaint has been filed.

C. RELIEF SOUGHT

10. Complainants in their complaint have sought following relief:
- i. Direct the respondent to refund the sum of Rs 26,79,419.52/- to the complainants.
 - ii. Direct the respondent to pay interest of Rs 22,25,096.03/- on the payments made by the complainant to the respondent in terms of proviso to Section 18(1) (b) of the Act, on account of delay in handing over possession.



iii. Compensation of Rs 5 lakhs in terms of Section 18 (3) should be awarded for causing harassment to the complainant by the respondent due to delay in handing over possession of the allotted.

iv. To pay the litigation expenses to the tune of Rs 50,000/-.

v. Any other relief.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 12.04.2023 pleading therein:

11. That due to the reputation of the respondent company, the complainants had voluntarily invested in the project of the respondent company namely- Tuscan floors, TDI Tuscan City at Kundli, Sonipat, Haryana.
12. That when the respondent Company commenced the construction of the said project, the RERA Act was not in existence. Therefore, the respondent Company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. That the provisions of RERA Act are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.
13. That the agreement was executed on 25.05.2011, which is much prior from the date when the RERA Act came into existence. Accordingly, the agreement executed between the parties is binding on the buyer/allottee.



Complainants are bound by the terms of the agreement and as such cannot withdraw its consent. The complainants are educated persons and have signed on each and every page of the agreement and hence, each term is binding on the complainants.

14. That complainants herein as investor have accordingly invested in the project of the Respondent Company for the sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.
15. That respondent vide letter dated 09.05.2014 had applied to the Director General of Town and Country Planning, Haryana for grant of occupation certificate and same is awaited. Further, it has been submitted that handing over of possession has always been tentative and subject to force majeure conditions and the complainants have been well aware about the same.

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS
AND RESPONDENT**

16. During oral arguments learned counsel for the complainants insisted upon refund of paid amount with interest stating, that, possession has been delayed by the respondent for around 9 years and as of today respondent is not in a position to deliver possession even in near future as no construction activity is going in process.



17. Learned counsel for the respondent reiterated arguments as were submitted in written statement and further submitted that construction of the tower is going on in full swing.

F. ISSUES FOR ADJUDICATION

18. 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. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT.

G.I Objection regarding execution of BBA prior to the coming into force of RERA Act,2016.

One of the averments of respondent is that provisions of the RERA Act of 2016 are not applicable on the agreements executed prior to coming into force of RERA Act,2016. Accordingly, respondent has argued that relationship of builder and buyer in this case will be regulated by the agreement previously executed between them and the 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 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* decided on 16.07.2018. 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.”

Further, as per recent judgement of Hon`ble Supreme court in **Newtech Promoters and Developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** it has already been held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of

on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e), it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder. Therefore, this Authority has complete jurisdiction to entertain the captioned complaint.

Execution of builder buyer agreement is admitted by the respondent. Said builder buyer agreement is binding upon both the parties. As such, the respondent is under an obligation to hand over possession on the deemed date of possession as per agreement and in case, the respondent failed to offer possession on the deemed date of possession, the complainants are entitled to delay interest at prescribed rate u/s 18(1) of RERA Act or for refund of paid amount till actual realization. Therefore, obligation raised by the respondent with regard to maintainability of the present complaint is rejected.

G.II Objections raised by the respondent stating that complainants herein are an investor and have invested in the project of the Respondent Company for the sole reason of investing, earning profits and speculative gains.



The complainants herein are the allottees/homebuyers who have made a substantial investment from their hard earned savings under the belief that the promoter/real estate developer will handover possession of the booked unit in terms of buyer's agreement but their bonafide belief stood shaken when the promoter failed to handover possession of the booked unit till date without any reasonable cause. At that stage, complainants have approached this Authority for seeking refund of paid amount with interest in terms of provisions of RERA Act,2016 being allottees of respondent-promoter. As per definition of allottee provided in clause 2(d) of RERA Act,2016, present complainants are duly covered in it and are entitled to file present complaint for seeking the relief claimed by them. Clause 2(d) of RERA Act,2016 is reproduced for reference:-

"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".

Complainants have been allotted floor in the project of respondent by the respondent/promoter itself and said fact is duly admitted by the respondent in the builder buyer agreement dated 25.05.2011. Also, the definition of allottee as provided under Section 2 (d) does not



distinguish between an allottee who has been allotted a unit for consumption/self utilization or investment purpose. So, the plea of respondent to dismiss the complaint on the ground that complainants herein are investor does not hold merit and same is rejected.

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

19. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) Admittedly, vide allotment letter dated 02.02.2011 complainants in this case had been allotted the floor in question in the project of the respondent for a total sale consideration of ₹ 28,36,926/- against which an amount of ₹ 26,79,419.52/- has been paid by the complainants. Out of said paid amount, last payment of Rs 1,99,323/- was made to respondent on 05.09.2017 by the complainants which implies that respondent is in receipt of total paid amount till year 2017 whereas fact remains that no offer of possession of the booked floor has been made till date.

(ii) In its written statement, the respondent has admitted that possession of the booked floor has not offered till date to the complainants however the construction of the floor is going on in full swing. No latest photographs of the site or any documentary



evidence has been placed on record to show that there are chances of completion of construction in next few months. In regard to delay caused, it is submitted that deemed date of possession was tentative and was subject to force majeure. Nevertheless no reason/factor attributed for causing delay in offer of possession has been specified in the written statement. Mere making a statement that force majeure conditions attributed to delay in offering the possession is not sufficient to justify the delay caused.

(iii) Authority observes that the builder buyer agreement got executed between the complainants and respondent on 25.05.2011 and in terms of clause 30 of it, the respondent was supposed to handover possession upto 25.11.2013. In present case, respondent failed to honour its contractual obligations of offering possession of the allotted unit within stipulated time without any reasonable justification. Further, respondent has not committed any specific timeline even in its reply regarding delivery of possession. Moreover, perusal of order dated 09.08.2022 passed by Authority in complaint no. 1115/2020 titled as Hitesh Girdhar vs TDI Infrastructure Ltd clearly reveals that units in project in question is not complete and are not ready for usage. This status of project is duly supported by the fact that occupation certificate which stands



applied in year 2014 by the respondent has not been yet received and respondent is not having reasonable justification for non-receipt of occupation certificate even after delay of 8-9 years. Complainants have unequivocally stated that they are interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession.

(iv) 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.

20. The project/unit in question did not get completed within the time stipulated as per agreement nor specific date for handing over of possession has been committed by the respondent. In these circumstances the complainants cannot be kept waiting endlessly for possession of the unit, therefore, Authority finds it to be fit case for allowing refund along with interest in favor of complainants.
21. The definition of term 'interest' is defined under Section 2(z) 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;

22. 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.
23. 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. 09.08.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.75%.
24. 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".*
25. Thus, respondent will be liable to pay the complainants interest from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of Rs



26,79,419.52/- 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 calculated at the rate of 10.75% till the date of this order and total amount works out to Rs 55,73,355.52/- as per detail given in the table below:

Complaint no. 2815/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	4,00,000	28.04.2010	571605
2.	3,65,000	30.08.2010	508260
3.	9,848.99	30.08.2010	13715
4.	2,55,000	07.03.2011	340891
5.	6,116	07.03.2011	8176
6.	2,42,926	07.04.2011	322533
7.	44,000	07.04.2011	58419
8.	1,62,880.04	23.01.2015	149719
9.	1,00,000	23.01.2015	100000
10.	1,63,925.04	03.08.2015	141410
11.	1,00,000	03.08.2015	86265
12.	1,30,000	15.10.2015	109350
13.	1,33,925	15.10.2015	112651
14.	1,00,000	17.01.2017	70567
15.	1,66,475.45	17.01.2017	117477
16.	1,00,000	01.09.2017	63882
17.	1,99,323	05.09.2017	127096
17.	Total=26,79,419.52/-		Total=28,93,936/-
18.	Total Payable to complainant	26,79,419.52+28,93,936	55,73,355.52/-

Complaint no. 2821/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	23.04.2010	429146
2.	2,00,000	30.08.2010	278499
3.	1,45,000	30.08.2010	201912
4.	8,304	30.08.2010	11563
5.	2,40,800	08.03.2011	321837
6.	7,198	08.03.2011	9620
7.	1,36,926	05.04.2011	181877
8.	1,50,000	05.04.2011	199243
9.	1,48,757	11.03.2015	134678
10.	80,000	11.03.2015	72428
11.	2,28,890.10	06.05.2015	203452
12.	2100.58	14.07.2015	1824
13.	2,29,818	11.09.2015	195613
14.	2,29,878	13.10.2015	193497
15.	2,60,403.22	31.08.2018	138433
13.	Total=23,68,074.09/-		Total=25,73,622/-
14.	Total Payable to complainant	23,68,074.09+25,73,622=	49,41,696.09/-

Complaint no. 2823/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	4,00,000	28.04.2010	571605
2.	3,65,000	31.08.2010	508153
3.	9,848.99	31.08.2010	13712
4.	2,55,000	09.03.2011	340741
5.	6,116	09.03.2011	8172
6.	2,86,926	16.04.2011	380191
7.	2,55,000	27.07.2011	340741
8.	1,274	27.07.2011	1650
9.	6,566	27.07.2011	8503
10.	2,62,881	14.10.2014	249460

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11.	2,62,881	18.03.2015	237459
12.	2,63,926	23.09.2015	223712
13.	2,63,926	21.10.2015	221535
14.	16,400	18.04.2017	11133
15.	Total=26,55,744.99/-		Total 31.06.253/-
16.	Total Payable to complainant	26,55,744.99+31.06,253-	57,61,997.99/-

Complaint no. 2824/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	4,00,000	24.04.2010	572077
2.	4,25,000	31.08.2010	591684
3.	10,622	31.08.2010	14788
4.	2,75,000	24.03.2011	366251
5.	7,081	24.03.2011	9431
6.	2,86,926	06.04.2011	381036
7.	2,83,821	20.08.2014	273928
8.	2,83,498	13.10.2014	269108
9.	2,83,500	18.03.2015	256084
10.	2,84,625	09.10.2015	239915
11.	2,84,625	09.11.2015	237317
12.	Total=28,24,698/-		Total=- 32,11,619/-
13.	Total Payable to complainant	28,24,698+32,11,619=-	60,36,317/-

As per the relief sought in complaint file at page no. 15, the refund of the sum of Rs 22,55,448/- is claimed. However, as per statement of accounts of both parties i.e. annexed at page no. 18 of complaint and at page no. 15 of reply, paid amount is Rs 28,24,698/-. Authority herein observes that for the fault of counsel the complainant-allottee should not suffer. So, final amount taken for calculation is Rs 28,24,698/-.

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Complaint no. 2825/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	29.04.2010	428616
2.	3,45,000	27.08.2010	480715
3.	8,304	27.08.2010	11571
4.	2,15,000	28.02.2011	287861
5.	5,537	28.02.2011	7413
6.	2,86,926	07.04.2011	380951
7.	2,21,645	23.01.2015	203736
8.	580	23.01.2015	533
9.	2,21,645	27.03.2015	199623
10.	2,22,526	14.09.2015	189210
11.	2,22,526	15.10.2015	187178
12.	12,200	12.05.2017	8196
13.	2,41,000	20.09.2017	152606
13.	Total=23,02,889/-		Total=25,38,209/-
14.	Total Payable to complainant	23,02,889+25,38,209=	48,41,098/-

Complaint no. 2827/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	08.06.2010	425082
2.	4,05,000	26.08.2010	564437
3.	9,077	26.08.2010	12650
4.	2,35,000	10.03.2011	313947
5.	6,051	10.03.2011	8084
6.	2,51,595	19.05.2011	330930
7.	36,700	30.05.2012	44198
8.	12,835.72	07.03.2014	13016
9.	2,42,262	20.01.2015	222901
10.	2,42,262	26.03.2015	218263
11.	2,43,225	11.09.2015	207024
12.	2,43,225	16.10.2015	204517

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13.	12,883	10.04.2017	8776
14.	2,63,190	24.08.2017	168750
15.	Total=25,03,305.72/-		Total=27,42,575/-
16.	Total Payable to complainant	25,03,305.72+27,42,575	52,45,880.72/-

Complaint no. 2839/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	4,00,000	24.04.2010	572077
2.	3,65,000	27.08.2010	508583
3.	9,848.99	27.08.2010	13723
4.	2,85,600	17.02.2011	383312
5.	8,086	17.02.2011	10852
6.	2,86,926	02.04.2011	381374
7.	2,21,311.04	12.08.2014	214118
8.	50,000	12.08.2014	48375
9.	1,475	07.10.2014	1403
10.	2,70,000	07.10.2014	256772
11.	1,813	05.03.2015	1645
12.	2,71,475.04	05.03.2015	246261
13.	2,72,646.04	08.10.2015	229899
14.	2,72,646.04	28.10.2015	228293
15.	14,056	30.03.2017	9621
15.	Total=27,30,883.19/-		Total=31,06,308/-
16.	Total Payable to complainant	27,30,883.19+31,06,308	58,37,191.19/-



Complaint no. 2841/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	24.04.2010	429058
2.	4,06,845	25.08.2010	567128
3.	9,077	25.08.2010	12653
4.	2,33,155	26.04.2011	308255
5.	2,86,926	26.04.2011	379346
6.	6,051	26.04.2011	8000
7.	2,688	12.07.2011	3493
8.	2,00,000	08.08.2011	258295
9.	36,217	08.08.2011	46773
10.	6,051	08.08.2011	7815
11.	2,42,262	14.10.2014	229893
12.	135	18.02.2015	123
13.	2,42,262	18.03.2015	218834
14.	2,43,225	23.09.2015	206165
15.	1,00,000	21.10.2015	83938
16.	1,43,225	21.10.2015	120221
17.	15,350	26.04.2017	10384
18.	Total=24,73,469/-		Total=28,90,374/-
19.	Total Payable to complainant	24,73,469+28,90,374=	53,63,843/-

Complaint no. 2843/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	22.03.2010	431973
2.	3,45,000	31.08.2010	480309
3.	8,304	31.08.2010	11561
4.	2,40,800	08.03.2011	321837
5.	7,198	08.03.2011	9620
6.	2,86,926	04.04.2011	381205
7.	1,600	17.10.2012	1861
8.	2,28,757	23.01.2015	210273

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9.	2,30,388	01.08.2015	198880
10.	2,29,878	16.10.2015	193294
11.	12,333	21.04.2017	8362
12.	2,48,410.10	10.08.2017	160298
13.	2,48,410	06.09.2017	158322
14.	Total=23,88,004.10/-		Total=25,67,795/-
15.	Total Payable to complainant	23,88,004.10+25,67,795=-	49,55,799.1/-

Complaint no. 2896/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	20.05.2010	426760
2.	2,00,000	30.08.2010	278499
3.	2,05,000	30.08.2010	285461
4.	9,077	30.08.2010	12640
5.	2,40,046	07.05.2011	316588
6.	2,86,926	07.05.2011	378416
7.	6,051	07.05.2011	7980
8.	2,42,242.96	13.03.2015	219173
9.	2,42,261.96	07.05.2015	215266
10.	2,43,210.96	16.09.2015	206654
11.	2,43,224.96	09.10.2015	205019
12.	2,46,090	18.07.2017	160468
13.	12,921	14.04.2017	8787
14.	Total=24,77,051.84/-		Total- 27,21,711/-
15.	Total Payable to complainant	24,77,051.84+27,21,711=-	51,98,762.84/-

As per the relief sought in complaint file at page no. 15, the refund of the sum of Rs 24,64,130/- is claimed. However, as per statement of accounts of both parties i.e. annexed at page no. 17 of complaint and at page no. 15 of reply, paid amount is Rs 24,77,051.84/-. Authority herein observes that for the fault of counsel the complainant-allotee should not suffer. So, final amount taken for calculation is Rs 24,77,051.84/-.

Complaint no. 2897/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	29.04.2010	428616
2.	3,45,100	25.08.2010	481058
3.	8,304	25.08.2010	11575
4.	2,14,900	04.03.2011	287474
5.	5,537	04.03.2011	7407
6.	2,86,926	07.04.2011	380951
7.	2,22,634	20.08.2014	214874
8.	2,21,644.11	13.10.2014	210393
9.	2,21,644.11	17.03.2015	200275
10.	2,22,525.11	01.10.2015	188095
11.	2,22,526	30.10.2015	186195
12.	12,043	19.04.2017	8172
13.	Total=22,83,783.33/-		Total=26,05,085/-
14.	Total Payable to complainant	22,83,783.33+26,05,085=-	48,88,868.33/-

Complaint no. 2898/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	02.03.2010	433740
2.	3,45,000	21.08.2010	481325
3.	8,304	21.08.2010	11585
4.	2,20,537	29.03.2011	293391
5.	2,86,926	01.04.2011	381458
6.	2,21,644	02.03.2015	201254
7.	2,21,644	05.05.2015	197076
8.	1,083	13.07.2015	941
9.	2,22,525	14.09.2015	189209
10.	2,22,525	12.10.2015	187374
11.	12,043	12.04.2017	8197
12.	2,40,800	26.09.2017	152054
13.	Total=23,03,031/-		Total= 25,37,604/-

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14.	Total Payable to complainant	23,03,031+25,37,604=	48,40,635/-
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Complaint no. 2899/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	30.04.2010	428527
2.	4,05,000	31.08.2010	563840
3.	9,077	31.08.2010	12637
4.	4,70,000	27.09.2011	600071
5.	2,86,926	27.09.2011	366332
6.	30,000	27.09.2011	38302
7.	4,747	27.09.2011	6061
8.	24,480	27.09.2011	31255
9.	12,102	27.09.2011	15451
10.	2,102	27.11.2013	2646
11.	2,42,262	07.10.2014	230393
12.	2,42,262	19.03.2015	218763
13.	2,43,225	22.09.2015	206236
14.	2,46,334	05.02.2016	199006
15.	Total=25,18,517/-		Total-29,19,520/-
16.	Total Payable to complainant	25,18,517+29,19,520=	54,38,037/-

Complaint no. 2900/2022

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 09.08.2023
1.	3,00,000	30.04.2010	428527
2.	1,17,800	21.08.2010	164348
3.	1,17,800	21.08.2010	164348
4.	1,09,496	21.08.2010	152763
5.	8,304	21.08.2010	11585
6.	82,634	03.03.2011	110565
7.	82,634	03.03.2011	110565

8.	75,436	03.03.2011	100934
9.	7,198	03.03.2011	9631
10.	95,462	07.04.2011	126984
11.	95,462	07.04.2011	126984
12.	95,462	07.04.2011	126984
13.	75,900	30.07.2011	98224
14.	75,900	30.07.2011	98224
15.	69,700	30.07.2011	90200
16.	6,200	30.07.2011	8024
17.	1,600	30.06.2012	1912
18.	2,28,721	10.10.2014	217313
19.	2,28,892	18.03.2015	206757
20.	2,29,878.10	24.09.2015	194784
21.	2,29,878.10	24.10.2015	192753
22.	14,463	22.04.2017	9801
22.	Total=23,49,360.30/-		Total= 27,52,210/-
23.	Total Payable to complainant	23,49,360.30+27,52,210=-	51,01,570.3/-

26. The complainants are seeking compensation on account of mental agony, torture and harassment caused for delay in possession. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt 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.

H. DIRECTIONS OF THE AUTHORITY

27. 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 amount to each of the complainant as got calculated and mentioned in paragraph 25 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.
28. **Disposed of.** File be consigned to record room after uploading of order on the website of the Authority in each complaint case.


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


.....
NADIM AKHTAR
[MEMBER]