



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision

13.05.2025

Name of the Builder		IRIS PLAZA PRIVATE LTD		
Project Name		TERRA LAVINUM		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	1030 of 2023	Nidhi Sharma Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
2.	1031 of 2023	Avishek Roy Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
3.	1032 of 2023	Shaoni Dhar Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
4.	1033 of 2023	Bhanu Pratap Diwedi Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
5.	1034 of 2023	Jwala Prasad Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
6.	1035 of 2023	Gyanendra Singh Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
7.	1037 of 2023	Ravinder Kumar Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel

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8.	1038 of 2023	Ramotri Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
9.	1039 of 2023	Neelam Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
10.	1040 of 2023	Sumedha Maurya Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
11.	1041 of 2023	Rajneesh Malhotra Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
12.	1042 of 2023	Sunita Malhotra Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
13.	1471 of 2023	Bharti Sharma Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel
14.	886 of 2023	Balkesh Kumar Vs. Iris Plaza Pvt. Ltd	Adv. Arun Sharma	Adv. Neeraj Goel

CORAM: Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

ORDER (DR. GEETA RATHEE SINGH-MEMBER)

1. This order shall dispose off all the above captioned fourteen complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, 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.

2. The core issues emanating from the above captioned complaints are similar in nature. The complainant in the above referred Complaint No. 1030 of 2023 and all other captioned complaints are allottees of the project namely; Terra Lavinium; being developed by the same respondent/ promoter, i.e., Iris Plaza Pvt. Ltd. The fulcrum of the issue involved in all the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and all complainant(s) are now seeking possession of their booked apartments and delay interest. Accordingly, complaint no. 1030 of 2023 is taken as lead case for the purpose of disposal of this bunch.
3. Facts of all the complaints filed by the complainants/allottees are similar. The details of the complaints, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

Sr. no.	Complaint no.	Reply Status	Unit no.	Date of allotment	Date of execution of builder buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession(for fit out)

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1.	1030 of 2023	Filed	G-1005, Tower - G, 10 th floor	29.01.2021	03.03.2021	TSC: ₹26,12,736 /- Paid amount: ₹26,80,672 /-	Yes
2.	1031 of 2023	Filed	G-1103, Tower G, 11 th floor	08.02.2022	11.02.2022	TSC-Rs. 20,43,708/- Paid- 20,96,851/-	Yes, 12.01.2023
3.	1032 of 2023	Filed	G-1102, Tower G, 11 th floor	08.02.2022	11.02.2022	TSC-Rs. 20,43,708/- Paid- 20,96,851/-	Yes, 12.01.2023
4.	1033 of 2023	Filed	F-1102, Tower F, 11 th floor	08.12.2018	09.11.2022	TSC-Rs. 21,93,393/- Paid- 27,80,071/-	Yes, 13.01.2023
5.	1034 of 2023	Filed	D-601, Tower D, 6 th floor	08.12.2018	11.01.2019	TSC-Rs. 26,12,736/- Paid- 26,80,671/-	Yes, 12.01.2023

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6.	1035 of 2023	Filed	E-104, Tower E, 1 ST floor	08.12.2018	11.01.2019	TSC-Rs. 26,12,736/- Paid- 26,80,673/-	Yes, 14.02.2023
7.	1037 of 2023	Filed	F-108, Tower F, 1 ST floor		14.01.2019	TSC-Rs. 26,12,736/- Paid- 26,08,819/-	Yes, 13.01.2023
8.	1038 of 2023	Filed	D-704, Tower D, 7 th floor	16.01.2021	15.07.2021	TSC-Rs. 26,12,736/- Paid- 28,52,116/-	Yes, 03.03.2023
9.	1039 of 2023	Filed	F-408, Tower F, 4 th floor	10.05.2019	28.05.2019	TSC-Rs. 26,12,736/- Paid- 26,31,073/-	Yes, 13.01.2023
10	1040 of 2023	Filed	E-504, Tower E, 5 th floor	08.12.2018	08.02.2019	TSC-Rs. 26,12,736/- Paid- 22,72,853/-	Yes, 14.02.2023
11	1041 of 2023	Filed	A-403, Tower A, 4 th floor	Allotment letter not annexed.	24.02.2020	TSC-Rs. 20,43,708/- Paid- 19,38,977/-	Not offered

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12	1042 of 2023	Filed	A-402, Tower A, 4 th floor	04.03.2020	17.03.2023	TSC-Rs. 20,43,708/- Paid- 19,38,977/-	Not offered
13	1471 of 2023	Filed	D-204, Tower D, 2 nd floor	16.02.2019	27.02.2019	TSC-Rs. 26,12,736/- Paid- 24,53,198/-	Yes, 03.03.2023
14	886 of 2023	Filed	G-106, Tower G, 1 st floor	07.06.2021	16.06.2020	TSC-Rs. 20,43,708/- Paid- 19,38,977/-	Yes, 12.01.2023

4. COMPLAINT NO. 1030 of 2022 IS TAKEN AS A LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER

S.No.	Particulars	Details
1.	Name of the project	"Terra Lavinium", Sector 75, Faridabad nearby Delhi-Agra-Highway.
2.	RERA registered/not registered	HRERA-PKI-FBD-8-2018 dated 21.05.2018
3.	DTCP License no.	79 of 2017
4.	Licensed area	5.925 acres
5.	Unit no.	G-1005
6.	Unit area	640.68 sq. ft.



7.	Date of booking	29.01.2021
8.	Date of builder buyer agreement	03.03.2021
9.	Due date of offer of possession (48 months)	04.04.2022 as per clause 3.1 of the BBA it was stated that the developer proposes to offer possession of the said apartment to the allottee within a period of 4 years (48 Months) from the date of approval of building plans and or grant of environmental clearance, (herein after referred to as "Commencement Date", whichever is later.
10.	Date of approval of building plan	03.04.2018
11.	Total sale consideration	₹ 26,12,736/-
12.	Amount paid by complainants	₹ 26,80,672/-
13.	Occupation Certificate	Not received till date.

5. Facts of the complaint is that complainant had booked a flat in the project namely 'Terra Lavinium', Sector 75, Faridabad near Delhi-Agra Highway of the respondent by paying Rs 1,31,000/- on 29.01.2021. Thereafter, builder buyer agreement for unit no. G-1005 having area 640.68 sq. ft. was executed between the parties on 03.03.2021. As per clause 3.1, possession was supposed to be delivered upto 04.04.2022.



Complainant had paid an amount of Rs 26,80,672/- against the total sale consideration of Rs 26,80,672/- (Annexure C-3 & C-4)

6. That respondent sent letter dated 12.01.2023 for offering possession for the above said flat along with a demand of Rs.6,14,527/- (annexure c-5). Respondent has also unreasonably demanded possession charges amounting to Rs. 1,45,282/-. Respondent had to deliver the apartment along with all the amenities as shown and agreed in the builder buyer agreement but the same was delayed. Further, respondent has offered the possession without obtaining valid occupation certificate.
7. That the complainant had availed the home loan of Rs. 23,50,000/- from Canara Bank against the property and copy of loan statement is annexed as annexure C-6. That due to delays and malpractice by respondent, complainant has to bear 6.95% rate of interest in the start and now paying 9.45% rate of interest.

RELIEFS SOUGHT

8. Complainants in their complaint have sought following reliefs:

(i) The respondent party may kindly be directed to pay delay payment interest under sections 11(4), 12, 18 & 19(4) of the RERA Act, 2016 and the HARERA rules and regulations thereunder.



- (ii) Respondents may kindly direct to give possession of unit in question without further delay.
- (iii) The respondent party may kindly be directed to pay the litigation cost of Rs. 1,00,000/- (One Lakh)
- (iv) The respondent party may kindly be directed to refrain from raising unfair and unjust demands.
- (v) The respondent party may kindly be directed to refrain from giving effect to unfair clauses unilaterally incorporated in the Builder Buyer Agreement.
- (vi) Any other relief/direction which the Hon'ble Authority deems fit and proper in the facts & circumstances of the present complaint.
- (vii) That in the interest of justice, this authority should pass strict and stringent orders against errant promoters and developers who take huge investments from innocent investors and then deny them the right to take possession as agreed at the time of sale. The purpose and legislative intent behind setting up this authority should also be kept into consideration while deciding the present complaint as the respondent has only treated the complaints unfairly but many other such buyers.



REPLY ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 26.07.2023 pleading therein:

9. That due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely- "Terra Lavinium" Sector 75, Faridabad nearby Delhi-Agra-Highway. Said project is registered with the Ld. Authority.
10. That, License bearing No. 79/2017 dated 04.10.2017 was granted to respondent by DTCP for setting up of an Affordable group housing colony for an area measuring 5.925 acres falling in the, Sector-75, Faridabad, Haryana.
11. That it is important to mention herein that the present project is being developed under the Affordable Housing Policy, 2013 and as per clause 1 (iv) of the Policy, the projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. On 03.04.2018, the building plan for the given project was approved by the competent authority and thus in view of clause 1(iv) of the policy the completion date of the project would be 04.04.2022. Therefore, the present complaint is premature and liable to be dismissed.



12. It is further submitted that the complainant has booked the unit no. G-1005 on 10th floor of Terra Lavinium Residency Project and has agreed to pay Rs. 26,12,736/- as basic cost for the unit booked calculated on super area basis and further agreed to pay other charges as per policy of the Respondents as applicable to the building like EDC, IDC, Sinking Fund, Labour Cess, fire-fighting, external electrification, allied Charges and other dues and taxes. The complainant has signed and agreed to abide by the builder buyer agreement dated 03.03.2021. The complainant has opted for fixed payment plan and had not made any payment on due time. The payments had been delayed by 1 year.
13. That the completion dates of project namely "Terra Lavinium" affordable residential project is 03.10.2022 as per its registration no. HIRERA-FBD-8-2018 however this Hon'ble Authority granted additional 9 months' for covid period to all the developers to complete the development work therefore completion date is 02/06/2023 as per the Act.
14. That more so the bans to construction activity imposed by the NGT from time to time and lastly in the months of October - November, 2019 have further lead to delay in completion of the project which are per se beyond the control of respondent. True copy of the construction ban in NCR region is annexed herein as Annexure R-6.



15. That complainant has submitted that she paid the unit charges as and when demanded however as per the payment plan complainant had to pay all the payments till 05.11.2021 whereas the payments were made by the complainant till 09.02.2023.

16. That further it is stated that respondent has already applied for occupation certificate to Department of Town and country Planning, Haryana. Further, respondent has not offered possession and has rather offered fit outs possession which is different from offer of possession. It is pertinent to note here that since the possession is not offered to the complainant before getting occupation certificate, hence there is no cause or occasion to file the present complaint. That apparently, the complaint filed by the complainant is abuse and misused of the Process and is liable to be dismissed.

ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

17. Today, during oral arguments learned counsel for the complainant insisted upon possession of booked unit along with delay interest stating that complainant had already paid an amount of Rs. 26,80,672/-. He stated that detailed arguments in this complaint were made by both the parties on 07.05.2024 and same are reflected in the order dated 07.05.2024. Relevant portion of the said order is being reproduced below:



"Learned counsel for the complainant submitted that respondents have offered the fit out possession dated 12.01.2023 without receiving occupation certificate which is illegal. Respondent has demanded an additional amount of Rs. 6,14,527/- out of which Rs. 65,420/- have been charged for electricity in the said offer without providing any justification. He further submitted that respondents are charging interest on delayed payments at the rate of 15% p.a. He insisted upon possession of booked unit along with delay interest.

In rebuttal to the averments made by the ld. Counsel for the complainant, ld. Counsel for the respondent submitted that at the time of offering fit out possession, occupation certificate was applied but same was not granted as there was an issue of service plans. He stated that only fit out possession has been offered to the complainant and not offer of possession, fit out possession is generally offered to the complainants so that they can get interior works done in their flat till the time occupation certificate is received by the promoter.

With respect to the contention of the complainant regarding charging of interest @15% p.a, ld. Counsel for the respondent referred to clause 5(iii)(b) of the notification dated 19.08.2013 of Town and Country planning Department, Haryana annexed as annexure 2 of the reply. Clause 5(iii)(b) of the said is being reproduced for ready reference:

All flats in a specific project shall be allotted in one go within four months of sanction of

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*building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat. All such applicants shall be eligible for an interest at the rate of 10% per annum on the booking till the date of allotment of flat or refund of booking amount as the case may be. The applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount will be recovered in six equated six-monthly instalments spread over three-year period, with no interest falling due before the due date for payment. **Any default in payment shall invite interest @15% per annum.** The project-wise list of allottees shall also be hosted on the website of the Department*

He stated that as per the clause reproduced hereinabove respondents are not at fault in charging interest @ 15 % as complainant has not paid his installments in time.

In response to the allegation of the respondent with respect to not paying demand in time, ld. Counsel submitted that complainant has taken a loan from the bank and bank does not release payment until construction is completed by the builder/promoter."

18. Id. Counsel for complainants further submitted that payment receipts were submitted vide application dated 19.09.2024 in complaint no.s 1030 of 2023, 1031 of 2023, 1032 of 2023, 1033 of 2023, 1034 of 2023, 1035



of 2023, 1038 of 2023, 1039 of 2023, 1040 of 2023, 1044 of 2023 and 886 of 2023. However, on perusal of the said applications it was revealed that there is difference in the amount claimed to have been paid by the complainant in their respective complaints and the applications filed on 19.09.2024. To this, Id. Counsel for the complainants submitted that the amount claimed to have been paid by the complainants in the application dated 19.09.2024, for which receipts have been attached may be taken as the amount paid and claimed. His statement is duly recorded in this regard.

19. He further submitted that in complaint no. 1037 of 2023 and 1471 of 2023 the table of payments annexed at page 20 and 18 of the complaint respectively depicts the payments made by the complainant. In complaint no. 1041 of 2023 and 1042 of 2023 Id. the statement of accounts annexed as page 67 and 60 of the complaint may be taken on record for receipts of payments respectively.

ISSUE FOR ADJUDICATION

20. Whether the complainants in all the above captioned complaints are entitled to delay interest on the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?



OBSERVATIONS AND DECISION OF AUTHORITY

21. The Authority has gone through the facts of the complaints as submitted by the complainants. In light of the background of the matter, Authority observes that complainant in the lead case booked a unit in the real estate project "Terra Lavinum" being developed by the respondent/promoter namely; Iris Plaza Pvt. Ltd and complainant were allotted unit no. G-1005, 10th floor, in the said project at Sector-75, Faridabad, Haryana. The allotment was done vide draw dated 05.12.2018 and allotment letter was issued in favour of the complainant on 29.01.2021 and the builder buyer agreement was executed between the parties on 03.03.2021. Complainants had paid a total sum of ₹26,80,672- against the total sale consideration price of ₹ 26,12,736 /- .As per clause 3.1 of the agreement respondent/developer was under an obligation to hand over possession to the complainant within 48 months from the date of approval of building plans or grant of environment clearance whichever is later. Respondent admittedly received approval of building plans on 03.04.2018 meaning thereby that as per possession clause, a period of 4 years is to be taken from 03.04.2018 and accordingly, date of handing over of possession comes to 04.04.2022. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however, respondent failed to hand over possession to the complainants.



After paying their hand earned money, legitimate expectations of the complainant(s) would be that possession of the unit will be delivered within a reasonable period of time. However, respondent has failed to fulfill its obligations as promised to the complainant(s).

22. Perusal of the payment plan at annexure A of the builder buyer agreement reveals that the payment of 5% of the total cost was to be made at the time of application, 20% of the total cost at the time of allotment(05.12.2018 in complaint no. 1030 of 2023), 12.5% of the total cost within 12 months from the date of allotment, 12.5% of the total cost within 18 months from the date of allotment, 12.5% of the total cost within 24 months from the date of allotment, 12.5% of the total cost within 30 months from the date of allotment and 12.5% of the total cost within 36 months from the date of allotment. Authority observes that the payment plan adopted by the respondent builder is time linked plan which is linked to the date of allotment however the respondent has not changed the terms of builder buyer agreement and possession clause of the agreement states that possession will be offered within a period of 4 years from the date of approval of building plans or grant of environment clearance whichever is later. Respondent has itself admitted that building plans got approved on 03.04.2018 and accordingly the deemed date of possession works out to 04.04.2022.



23. Another submission of the respondent is that the completion date of the project as per registration certificate is 03.10.2022 and after grant of 9 months general extension granted by this Authority same is now 02.06.2023. In this regard, Authority is of the view that date of completion as mentioned in the registration certificate is declared unilaterally u/s 4(2)(I)(c) of the Real Estate (Regulation and Development) Act, 2016 by the builder while registering the project before the Authority whereas the time period for handing over the possession to the allottee is committed by the builder as per the relevant clause of builder buyer's agreement. Perusal of the payment plan reveals that the payment plan agreed between the parties is a time linked payment plan and said plan remained unchanged during the covid period also. There is no communication between the parties whereby the complainant allottee and the respondent promoter agreed to consider the force majeure period due to covid as zero period. Hence, respondent promoter cannot be allowed to alter the deemed date of possession unilaterally. Further, respondent has also taken plea that due to various order of NGT the project could not be completed on time and therefore such period for which the construction work remained suspended should be treated as force majeure period. In this regard, Authority is of the view that NGT has been passing orders suspending construction activity in the Delhi



NCR region as a routine every year due to rise in pollution specially in the month of October- November. The promoters who are in the business of real estate of real estate development are aware of fact that such orders are passed every year w.r.t Delhi NCR region due to rise in pollution. Therefore such events should be considered at the time of planning/envisaging the development works. Annual directions by statutory agencies due to human caused reasons cannot be allowed/considered as a force majeure event. Hence, the commitment period of the promoter regarding handing over of possession of the unit is taken accordingly which in the present case is 4 years (03.04.2018) from the date of approval of building plan. The due date for possession as per the agreement remains unchanged and the promoter is liable for the consequences and obligations arising out of failure in handing over possession by the due date as committed by him in the builder buyer's agreement and is liable for the delayed possession charges as provided in proviso to section 18(1) of the Real Estate (Regulation and Development) Act, 2016.

24. Authority observes that respondent issued a letter with subject offer of possession for fit out of the unit dated 12.01.2023 the complainant wherein it is stated that amount payable is Rs. 6,14,527/- and the subject of the said letter is offer of possession for fit out of the unit. Perusal of



said letter reveals that said letter is without any mention of the details regarding occupation certificate. Respondent itself has admitted that occupation certificate has not been received till date from the competent authority meaning thereby the offer dated 12.01.2023 was not a valid offer of possession. Further, complainant has submitted that unreasonable charges have been demanded by the respondent with respect to electricity along with the fit out offer of possession. In this regard, Authority directs the respondent that demands shall be raised only as per agreement to sale at the time as agreed in the payment plan.

25. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations to offer possession as per agreement to sale, Consequently the complainant(s) as per section 18(1) of the Real Estate (Regulation and Development) Act, 2016 are entitled to delay interest from 04.04.2022 i.e, deemed date of possession till the date of offering valid possession after obtaining occupation certificate/completion certificate from the competent Authority along with further monthly interest.

26. 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;

27. Rule 15 of HIRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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

Consequently, as per website of the state Bank of India i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date, i.e., 13.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

28. Authority has got calculated the total amounts along with interest and monthly interest as per detail given in the table below:



Sr. no.	Complaint no.	Delay Interest (in ₹)	Monthly Interest (in ₹)
1.	1030 of 2023	9,06,998/-	24,457/-
2.	1031 of 2023	7,15,781/-	19,130/-
3.	1032 of 2023	7,15,781/-	19,130/-
4.	1033 of 2023	9,60,373/-	25,363/-
5.	1034 of 2023	8,73,571/-	24,457/-
6.	1035 of 2023	8,82,014/-	24,457/-
7.	1037 of 2023	8,83,648/-	23,801/-
8.	1038 of 2023	9,54,415/-	26,021/-
9.	1039 of 2023	8,66,640/-	24,004/-
10.	1040 of 2023	6,92,840/-	20,736/-
11.	1041 of 2023	6,69,047/-	17,690/-
12.	1042 of 2023	6,69,047/-	17,690/-
13.	1471 of 2023	8,10,029/-	22,381/-
14.	886 of 2023	6,50,068/-	17,690/-

29. The complainant is seeking litigation cost of Rs. 1 lakh. 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 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 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 complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

DIRECTIONS OF THE AUTHORITY

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


- (i) Respondent is directed to pay the complainant upfront amount as provided in table in para 28 of this order. Respondent's liability for paying monthly interest of as shown in above table will commence w.e.f. 14.06.2025 and it shall be paid on monthly basis till valid offer of possession is made to complainants.
- (ii) Respondent shall make the remaining demands as per the builder buyer agreement only. In case of default of not making payment on time by the complainant, the respondent is entitled to charge interest on the same as per provisions of section 2(za) of the Real Estate(Regulation and



Development) Act, 2016 and Rule 15 of RERA Rules, 2017.

- (iii) 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.

Disposed off. Files 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]