



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	3 of 2023
Date of filing:	23.01.2023
First date of hearing:	28.03.2023
Date of decision:	05.05.2025

Ms. Vijaylaxmi Sharma

D/o Late Sh. Brij Bhusham Goswami

Permanent Resident:-

R/o HNO. 754, Sector-9, Faridabad,

Haryana-121006

Presently Residing at:-

HNö. 592, 2nd Floor, Sector 9, Faridabad,

Haryana-121006

....COMPLAINANT

VERSUS

M/s Emerald Home Developers Pvt. Ltd. and others

Corporate Office:-

(i) 6/97, DDA Flat, Madangir,

New Delhi-110062

(ii) Kheri Road, Sector-88,

Faridabad, Haryana-121002

...RESPONDENTS

CORAM: **Nadim Akhtar** **Member**
 Chander Shekhar **Member**

Present: - Mr. Jashan Sethi, Id. Counsel for the complainant.
 Mr. Rajesh Goswami, Id. counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 23.01.2023 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	Emerald Heights Location: Sector 88, Faridabad, Haryana.



2.	Name of promoter	Emerald Home Developers Pvt. Ltd., Faridabad
3.	Date of booking	25.10.2012
4.	Unit No. and Area	Unit No. 701, Tower -A, 7 th floor, measuring 1310 sq. fts.
5.	Date of allotment	19.03.2015
6.	Date of builder buyer agreement	Not executed
7.	Basic Sale Price of the unit	₹49,60,750/- as per Allotment letter and 41,50,000/- as per Provisional Letter
8.	Amount paid by the complainant	₹45,00,000/- after refund of 10,00,000/- from respondent.
9.	Due date of possession	Not mentioned
10.	Date of offer of possession	Not given till date

A. FACTS AS STATED IN COMPLAINT:-

1. Facts of the present complaint are that the complainant had booked a unit measuring 1250 sq. ft. in the project of the respondent namely 'Emerald Heights' by paying an amount of ₹ 5,00,000/- as earnest money on 21.10.2012. Copy of Application form is annexed as Annexure-1.
2. That despite repeated requests, respondent did not provide complainant with allotment letter and further asked her to pay ₹5,00,000/- for allotment. Said amount was paid by the complainant via RTGS reference number IR26300883 on 27.06.2013.

3. That respondent company issued allotment letter on 19.03.2015. Vide said allotment letter, complainant was allotted a 2BHK apartment measuring 1310 sq.ft. The total sale consideration of the unit was ₹49,60,750/ including EDC/IDC and all other charges. Copy of Allotment Letter is annexed as Annexure-2. Copy of receipt dated 18.03.2015 for ₹10lakhs had been provided with the Allotment letter and also the date of application has been mentioned as 18.03.2015 in the aforesaid letter.
4. That in pursuance of the allotment letter, a letter for provisional registration dated 23.05.2015 was issued in favour of the complainant and in the attachment of it, i.e., floor wise list and payment plan(Annexure-4), the price of the unit of the complainant unit was mentioned of ₹41,50,000/-. Copy of the Provisional Letter is annexed as Annexure-3.
5. That complainant kept asking the respondent promoter to execute the Builder Buyer's Agreement in pursuance of the Allotment Letter. But the respondent promoter kept delaying the execution of the Buyer's Agreement on one pretext or the other. The Respondent Promoter kept insisting the complainant for making the full payment before the Builder Buyer's Agreement is signed. By the year 2017, complainant had paid a total sum of ₹55 lakh to the respondent. Details of payments and copy of transaction made to the respondent by the



complainant are annexed as Annexure-5. In December 2017, respondent issued two cheques dated 13.12.2017 & 25.12.2017 to the complainant total amounting to 10,00,000/- paid as a refund of the excess amount than the actual amount of the unit. The first instalment was paid by way of RTGS against reference number IR64603892. The second instalment was paid by way of NEFT against IR64609048 from her account with the State Bank of India at the Branch in Sector 9, Faridabad. The amount was credited to account number 3179002100106646 maintained by the Respondent/Promoter with Punjab National Bank at the Branch on Old Railway Road, Faridabad. The complainant wrote an e-mail to the respondent company asking about the cheque dated 25.12.2017 to be transferred into her account through RTGS as that was the preferred mode of transfer for the Complainant. The copy of the e-mail is annexed as Annexure-6.

6. Vide e-mail dated 30.12.2017, complainant confirmed that an amount of ₹5,00,000 was received by her. Copy of the e-mail conversation beginning 30.12.2017 is annexed as Annexure-7
7. That the complainant sent an e-mail to one Ms. Ananya, seeking the update on status of the Unit and copy of such e-mail dated 05.02.2018 is annexed as Annexure-8. Then complainant made a call to the representatives of the respondent promoter seeking an update as to the status of the Unit as no response to the e-mail dated 05.02.2018. The



fact of the call being made is also recorded in the e-mail dated 06.02.2018 annexed as Annexure-9. However, no reply received to the e-mails dated 05.02.2018 and 06.02.2018, and no response to the calls made by the complainant to the representatives of the Respondent/ Promoter, the complainant called the Respondent/ Promoter again on 07.02.2018, 08.02.2018, 20.02.2018, 24.02.2018 & 27.02.2018. Proofs of the fact of the calls are recorded in the e-mail and are annexed as Annexure-10,11,12, 14 &15.

8. That the complainant waited patiently for a week for a response/ call from the Respondent/ Promoter, the complainant sought the response from the Respondent/ Promoter once again through e-mail dated 05.03.2018 annexed as Annexure-16. Disappointed by the attitude of the Respondent/ Promoter towards a customer who had paid a sum of ₹45,00,000 without getting possession of the Unit, the complainant expressed her disappointment through a series of e-mails and repeated her request for an update of the status of the Unit. The copies of e-mails dated 08.03.2018, 09.03.2018, 12.03.2018, 13.03.2018 and 14.03.2018 are attached herewith as Annexure-17 (COLLY.) but no proper response had been given by the respondent.
9. That the complainant met the owner Bharat Pal Singh in person and sought an assurance as to her concerns. The fact of the meeting is recorded in the e-mail dated 13.04.2018 annexed as Annexure-18.



After meeting with Mr. Bharat Pal Singh, the complainant felt reassured and waited for a response on his queries and concerns. Yet, the complainant failed to receive any response, the complainant repeatedly asked Mr. Bharat Pal Singh to keep his promise and resolve the issues being faced by the complainant. The reminders were sent through e-mails dated 14.04.2018, 16.04.2018, 19.04.2018 and 20.04.2018, attached collectively as Annexure-19 (COLLY.). The Complainant had sent reminders to Mr. Bharat Pal Singh on his whatsapp as well, to which no response received during the week dated 13.04.2018 to 20.04.2018. The copy of the whatsapp conversation is attached as Annexure-20.

10. That the complainant waited for a period of almost 1 year for the answer to the concerns finally sent a legal notice to the respondent/promoter asking the respondent/ promoter to deliver possession of the Unit and to refund the excess amount of ₹3,50,000/- received by the Respondent/ Promoter, being in excess of the Floor Wise Price List and Payment Plan given to the complainant. Copy of the legal notice date 14.01.2019 is attached as Annexure-21.
11. That the complainant had received a reply from the respondent against the legal notice. Copy of reply sent by the respondent is annexed as Annexure-22. Completely disheveled by the fake and concocted version of the facts stated in the reply sent by the



Respondent/Promoter, the complainant sent a rejoinder to the aforesaid notice dated 14.01.2019 in light of the reply sent by the Respondent/ Promoter, a copy of which is annexed as Annexure-23.

12. The Allotment Letter dated 10.12.2017, purported to be issued with consent of the complainant, is a completely forged and fabricated document created only to defeat the legal rights of the complainant. Copy of said Allotment Letter is attached as Annexure-22.
13. As possession has not been handed over to the complainant till date, despite an ultimatum in the Agreement to deliver possession within 36 months (or 42 months) from 15.07.2013, the complainant was compelled to approach the Hon'ble Adjudicating Officer of this Hon'ble Authority vide complaint number 159 of 2020.
14. That the aforesaid complaint was decided by the Adjudicating Officer vide order dated 08.09.2021 (uploaded on 27.12.2021) whereby the Complaint was allowed in favour of the complainant and the respondent was ordered to pay an amount of ₹9,63,712/- as compensation and ₹25,000/- as cost of litigation. A copy of the order dated 08.09.2021 is attached as Annexure- 24.

B. RELIEFS SOUGHT:-

15. Complainant in present complaint has sought following reliefs:
 - (i) To deliver the possession of Flat No. 701 in Tower A of the Project "Emerald Heights" situated at Sector 88, Faridabad



to the Complainant as per provisions of the Real Estate (Regulation and Development) Act, 2016, and the Regulations framed thereunder; and

(ii) To pay charges for delay in handing over possession;

(iii) To pay damages to the Complainant to the tune of ₹5,00,000 (Rupees Five Lakhs only) for agony, hardship and inconvenience caused by the Respondent;

(iv). To grant costs of litigation including documentation, representation and costs of complaint to the tune of ₹1 Lac;

(v). To pay interest on the amount so awarded, if any, by this Hon'ble Officer in pursuance of the relief as prayed for by the Complainant.

(vi). Pass any other order which this Hon'ble Authority deems fit in the facts and circumstances of the present Complaint.

REPLY SUBMITTED ON BEHALF OF RESPONDENTS

16. Notices were served to the respondents on 27.01.2023 which got successfully delivered to the respondents on 01.02.2023. On first date of hearing dated 28.03.2023, Mr. Rajesh Goswami appeared and sought adjournment to file reply. Authority directed to the respondents to file reply within 3 weeks and case was adjourned to 04.07.2023. On 04.07.2023, Mr. Tarun Ranga appeared on behalf of respondents and submitted its Memo of Appearance and again sought some more time



to file reply. Authority allowed his request subject to the cost of ₹5,000/- payable to the Authority and ₹2,000/- payable to the complainant for not filing reply. Case was adjourned to 04.10.2023. On 04.10.2023, as no reply was filed by the respondents and ld. counsel for respondents again sought some more time to file reply. Authority again allowed his request subject to additional cost along with earlier cost for not filing reply. Case was adjourned to 13.12.2023. Due to constitution of benches, matter was taken on 26.02.2024. Till 26.02.2024, respondents had not submitted any reply as well as cost in the Authority. On 26.02.2024, Authority granted one last opportunity to comply with its earlier orders. Case was adjourned to 13.05.2024. On 13.05.2024, Ld. counsel for respondents stated that he has already filed the reply in the registry but no proof of the same was placed on record. Authority directed respondents to submit date and receipt no. to prove that reply had already filed. Case was adjourned to 09.09.2024. On 09.09.2024, none appeared on behalf of both parties and respondents failed to intimate the date and receipt no. as no reply was filed by him in the registry. Authority directed the Managing Director or one of Directors of the respondent should remain physically present, failing which Authority will be constrained to impose heavy penalty. Case was adjourned to 16.12.2024. On 16.12.2024, Respondents again failed to comply earlier orders of



Authority and due to non-appearance of Managing Director or one of Directors of the respondent, Authority imposed a cost of ₹1,00,000/- on the respondent and again granted an opportunity to comply with earlier order of the Authority. Cases was adjourned to 24.03.2025. Due to non-completion of quoram, cases fixed for 24.03.2025 were adjourned to 05.05.2025. Again on 05.05.2025, respondent neither filed any reply nor deposited the cost imposed on him.

17. Authority observes that notice was served to the respondent on 27.01.2023 which got successfully delivered to the respondents on 01.02.2023. Despite giving eight opportunities, i.e, approximately 769 days from first hearing, i.e., 28.03.2023 and imposition of costs, the respondent failed to submit the reply till date. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.

In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the



respondent's defence and proceed to decide the present complaint ex-parte, as per record available on the file.

C. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

18. During oral arguments Id. counsel for the complainant reiterated the submissions as stated in his complaints. Complainant is seeking possession along with delayed interest from the respondents. Id. Counsel for respondent stated that he has filed the reply in registry. He further stated that two appeals are pending on similar cause of action first one is this complaint and second one is pending before Execution Court. Authority observes that despite grant of numerous opportunities, reply has not been filed by the respondent till date. Authority asked the respondent about status of grant of Occupation Certificate of the project, in response to this, Id. Counsel for respondent stated that they have received the Occupation Certificate of the unit.

E. ISSUES FOR ADJUDICATION

19. Whether the complainant is entitled to get the possession of booked unit along with delay interest in terms of Section 18 of Act of 2016?



F. OBSERVATIONS AND DECISION OF THE AUTHORITY

20. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order, Authority observes as follows:

- (i) It is matter of record that the complainant had booked a unit measuring 1310 sq. ft. in the respondent's project namely 'Emerald Heights' by paying an amount of ₹ 5,00,000/- as earnest money on 25.10.2012. Despite repeated requests from October 2012 to June 2013, respondent did not provide the complainant with allotment letter and further asked her to pay ₹ 5,00,000/- for allotment. Said amount was paid by the complainant on 27.06.2013. However, respondent company issued allotment letter on 19.03.2015. Vide said allotment letter, complainant was allotted unit no. 701, A, 7th floor of 2BIHK apartment measuring 1310 sq. ft. The total sale consideration of the unit was ₹49,60,750/ including EDC/IDC and all other charges. In pursuance, a provisional registration letter dated 23.05.2015 was issued to the complainant in which the price of the unit was mentioned as ₹41,50,000/- located as 4th to 7th floors. Even though respondent in this letter had informed the complainant that 4th floor slab casting has been completed as per schedule. By the year 2017, complainant paid a total amount of ₹55 lakhs to the respondent. Persual of file reveals that respondent had refunded ₹10,00,000/- to the complainant vide cheques



dated 13.12.2017 and 25.12.2017. Thus, complainant till date has paid total amount of ₹45,00,000/- to the respondent. If the price of the unit was ₹49,60,750/- as per Allotment letter dated 19.03.2015 then amount to be refunded by the respondent to complainant would be worked out of ₹5 lakhs approx. and not ₹10,00,000/-. Hence, it is very clear that the price of the flat was considered by the respondent as per Provisional Letter and not as per Allotment letter, which was of ₹41,50,000/-.

- (ii) That as per Annexure-5 (Colly), complainant had paid total amount of ₹55 lakhs to the respondent by the year 2017 but till date respondent has failed to execute the Builder Buyer Agreement and failed in offering legally valid possession to the complainant.
- (iii) That complainant sent various emails dated 05.02.2018, 06.02.2018, 07.02.2018, 08.02.2018, 20.02.2018, 24.02.2018 & 27.02.2018 to the respondent for seeking update on status of the unit no. 701 allotted the complainant by the respondent. But no response was given by the respondents. Thereafter complainant again sent various emails to the respondent on 08.03.2018, 09.03.2018, 12.03.2018, 13.03.2018 and 14.03.2018 which are attached as Annexure-17 (COLLY.) However, again no response was given by the respondent. Perusal of complaint file reveals that proves of all such emails sent by the complainant to respondent are attached with the complaint which shows the



complainant's efforts and intention to take the possession of the said unit. Complainant by fulfilling its obligation already paid the total amount of unit to the respondent by the year 2017. Under RERA (Real Estate Regulatory Authority), the builder or promoter has a duty to execute a Builder Buyer Agreement (BBA) with the buyer after receiving a booking amount, usually 10% of the basic sale price. This agreement outlines the terms and conditions of the sale, including details about the property, payment schedule, and possession date. In present case, complainant has already paid the total amount of the unit to the respondent but still respondent failed to fulfill its obligation.

- (iv) Complainant after making all efforts sent a legal notice dated 14.01.2019 to the respondent. In response of which undated reply was received by the complainant. Perusal of reply of legal notice given by the respondent reveals that respondent claims to have issued an Allotment letter dated 10.12.2017 of the allotment of unit no. 501, A to the complainant. However, there is no proof attached with the reply which substantiate that complainant had booked another unit no. 501 in the respondent project. It also came to the notice that if the complainant had booked another unit in the project of the respondent then why respondent refund ₹10,00,000/- to the complainant. The respondent could have adjust this amount against the other unit also. Respondent in his reply to legal notice also mentioned that he has



cancelled the allotment of unit no. 701, A of the complainant. However, no cancellation letter is attached with the complainant.

- (v) Respondent in his reply of legal notice also stated that complainant requested to purchase two flats in the project of the respondent, i.e. 501 and 508 and respondent allotted both units to the complainant after that he cancelled unit no. 701. However, in support of the same respondent has not placed on record a single document which substantiates its claims as well as contentions. The complainant made its last payment on 25.06.2017. After taking full sale consideration amount of unit no. 701, A, it is not clear how the respondent cancelled the above said Unit, that too without completing construction and obtaining OC.
- (vi) Complainant vide its complaint no. 159 of 2020 approached the Hon'ble Adjudicating Officer for compensation as no offer of possession was made to the complainant by the respondent till date. Hon'ble Adjudicating Officer considered all issues raised by the complainant and passed a detailed order on 08.09.2021, the operative of the order is as follows:-

"As per the provision of section 13 of the RERA Act, the promoter respondent was required to execute written agreement to sell and without execution of written agreement to sell, the promoter cannot take more than 10% of the cost of the flat from the allottee. Admittedly, in the present case, the respondent has not executed



written agreement to sell. It is also admitted case of both the parties that up to 27.6.2017, the complainant had paid an amount of 45 lakh against booked flat. This is clear violation of section 13 of the RERA Act by the respondent. It is also proved on the record that after taking amount of 45 lakh from the complainant till 27.6.2017, the respondent has failed to execute a builder buyer agreement with the complainant and even after more than 3 years possession has not been delivered till date which can be termed as disproportionate gain to the respondent and loss to the complainant, which can be further termed as a result of default committed by the respondent. After taking reasonable time for delivery of possession, three years from the date of allotment, the possession was to be delivered by the year 2018 which in fact has not been delivered even till today. It can be said to be continuous default on the part of the respondent. It would be in the interest of justice if the compensation to be paid to the complainant is determined after taking into account the default for a number of years i.e. 3 years and 6 months and utilisation of the amount paid by the complainant to the respondent starting from 2018 till 2021. The compensation is quantifiable and it would be appropriate if the amount of compensation is calculated at the rate of 6%.

Sequel to aforesaid discussion, this complaint is allowed. The complainant is also awarded 25,000/- as litigation cost. Respondent is directed to pay an amount of ₹ 9,63,712/- [29,38,712/- + ₹25,000/-] (Nine lakh sixty three thousand seven hundred and twelve only) to the complainant in lieu of compensation.

It is clear that default has been established on the part of respondent and Hon'ble Court had allowed the above said complaint on these terms.



- (vii) Perusal of order dated 08.09.2021 of Hon'ble Adjudicating Officer in complaint no. 159 of 2020 reveals that respondent had placed on record a copy of Occupation Certificate dated 11.12.2020 and also admitted that he has offered the possession to the complainant. However, again no such documents proving that legally valid offer of possession was made to the complainant, placed on record by the respondent in the above said complaint. It is clear by this fact that if the respondent had already received the Occupation Certificate of the project and all payments were already made by the complainant, why he did not gave a valid offer of possession to the complainant till date. This shows that it is the respondent who is not ready to give the possession of the unit of the complainant fir the reasons best known to him.
- (viii) During hearing, Id. counsel for respondent stated that two appeals are pending on same cause of action, i.e., one is this complaint and other is execution complaint. He further requested to club these both appeals. However, no documents to prove such averment have been filed by the respondent that whether any execution complaint is pending or not. In this reference, Authority observes that firstly, no execution of similar nature is pending before the Execution Court. Secondly, if it will be filed, it will be for the execution of order passed in complaint no. 159 of 2020 in which he is allowed to get



compensation from the respondent. It has no impact on this complaint as relief sought are different.

- (ix) That in the present case, plot buyer agreement has not been executed between the allottee and respondent. In the absence of a builder-buyer agreement, the allotment letter date is generally considered the starting point for calculating the deemed date of possession. Now with regards to due date of possession, Authority observes that in absence of any date for offering the possession of said plot, reference can be made to observations of Hon'ble Apex Court is 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) &Anr.** wherein it has been observed that a period of 3 years is a reasonable time for completion of development works in a project. In the matter where no BBA , for computing reasonable time of handing over possession, date of Allotment Letter will be considered. Allotment Letter was executed on 19.03.2015, taking a period of 3 years from the date of allotment letter as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of possession comes to 19.03.2018 . Accordingly, possession of the unit should have been handed over to the allottee by 19.03.2018. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.



- (x) Till date legally valid offer of possession has not been made to the complainant. In such circumstances, as per section 18(1) of RERA Act, allottee may either choose to withdraw from the project and demand refund of the amount paid or may continue with the project and seek interest on account of delay in handing over possession. In the present case complainant wish to continue with the project, therefore, complainant is entitled to interest on account of delay in handing over possession. Authority hereby concludes that the complainant is entitled for the delay interest from the deemed date, i.e., 19.03.2018 till the date on which a legally valid offer of possession is made to complainant after obtaining part completion certificate.
- (xi) As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of RERA 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".

- (xii) 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.
- (xiii) 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. 05.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.
- (xiv) 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;



- (xv) Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 11.10% till and said amount works out as per detail given in the table below:

Complaint no. 3/2023:-

Sr.no.	Principal Amount	Deemed date of possession i.e. 19.03.2018/ date of payment whichever is later	Interest Accrued till 05.05.2025
1.	₹5,00,000/-	19.03.2018	₹3,96,103/-
2.	₹5,00,000/-	19.03.2018	₹3,96,103/-
3.	₹5,00,000/-	19.03.2018	₹3,96,103/-
4.	₹5,00,000/-	19.03.2018	₹3,96,103/-
5.	₹10,00,000/-	19.03.2018	₹7,92,205/-
6.	₹10,00,000/-	19.03.2018	₹7,92,205/-
7.	₹5,00,000/-	19.03.2018	₹3,96,103/-
TOTAL	₹45,00,000/-		₹35,64,925/-
Total amount to be refunded to the complainant = ₹45,00,000/- + ₹35,64,925/- = ₹80,64,925/-			
MONTHLY INTEREST = ₹41,055/-			

- (xvi) Further, complainant is seeking compensation of ₹5,00,000/- on account agony, hardship and compensation on account of legal expenses of ₹1,00,000/-. 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 mental harassment and legal expenses.

G. DIRECTIONS OF THE AUTHORITY

21. 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 issue legally valid offer possession of unit no. 701 in tower A to the complainant within 30 days from the date of uploading of this order.
- (ii) Respondent is directed to pay upfront delay interest of ₹35,64,925/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of ₹45,00,000/- monthly interest of ₹41,055/- shall be payable




by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.

- (iii) Respondent is also directed to deposit the costs of ₹1,00,000/- and ₹50,000/- imposed vide orders dated 16.12.2024 and 13.05.2024. Also earlier imposed costs of ₹15,000/- payable to the Authority and ₹2000/- payable to the complainant imposed on respondent vide orders dated 04.10.2023 and 04.07.2023 (total amount ₹1,00,000/- + ₹50,000/- + ₹15,000/- + ₹2,000/- = ₹1,67,000/-) within 30 days of uploading of this order, failing which, suo-motu proceedings for recovery of said cost will be initiated by the Authority.

22. Disposed of. Files be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]