

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no.: 4557 of 2022
Date of filing: 20.06.2022
Order pronounced on: 06.05.2025

1. Hitesh Sharma through his LR's
2. Richa Sharma

Both RR/o: - A-702, A Block, Panchsheel Nagar,
Ajmer, Rajasthan-305004

Complainants

Versus

1. M/s Vatika Limited
Regd. Office at: - Vatika Triangle, 4th floor,
Sushant Lok, Phase-1, Block A, Mehrauli-Gurgaon
Road, Gurugram-122002
2. Piramal Capital & Housing Finance Ltd.
Regd. Office at: - 2nd Floor, Piramal Tower,
Ganpatrao Kadam Marg, Lower Parel, Mumbai,
Maharashtra-400013

Respondents

CORAM:

Shri Arun Kumar
Shri Vijay Kumar Goyal
Ashok Sangwan

Chairperson
Member
Member

APPEARANCE:

Shri Jagdeep Kumar (Advocate)
Shri Venket Rao (Advocate)
Shri Vinayak Gupta (Advocate)

Complainants
Respondent no. 1
Respondent no. 2

ORDER

1. This complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section

11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details.

2. The particulars of unit details, 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 tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Turning point" Sector-88B
2.	Area of project	18.80 acres
3.	Nature of the project	Group housing
4.	DTCP license no. and validity status	91 of 2013
5.	RERA Registered/ not registered	Registered Vide registration no. 213 of 2017 valid up to 15.03.2025
6.	Unit no.	3502, west end -7, with 1 parking at basement (Page 43 of the complaint)
7.	Unit area admeasuring	898.03 sq. ft. (Carpet area) (Page 43 of the complaint)
8.	Date of booking	11.03.2019 (Page 43 of the complaint)
9.	Welcome letter	09.07.2019

		(as on page 90 of complaint)
10.	Date of BBA	11.06.2019 (As on page 42 of complaint)
11.	Possession clause as per BBA	<u>Clause 7.1 (A)</u> <i>Schedule for possession of the said apartment subject to timely payment of amounts due by the allottee to the promoter per agreed payment plan/schedule, as given in Schedule D of the Agreement, the promoter agrees and understands that timely delivery of possession of the apartment along with parking to the allottee(s) and the common areas to the association of Allottee's or the competent authority, as the case may be, as provided under Rule 2(1) of Rules, 2017, is the essence of the Agreement.</i> (as on page 49 of complaint)
12.	Due date of possession	15.09.2025 <i>Calculated as 90 months from 15.09.2017 as per RC+ 6 months grace period on account of COVID-19</i>
13.	Investment return as per email dated 04.06.2019 (Monthly rental benefit scheme)	₹14,500/- per month Assured rental from June 2019. (as on page 79 of complaint)
14.	Monthly rental reimbursement not paid	From March 2020 (as on page 83 of complaint)
15.	Total sale consideration	₹85,34,240/- (as on page 44 of complaint)
16.	Amount paid by the complainant	₹28,91,104/- (as on page 143 of complaint)

17.	Tri-partite house loan agreement under subvention scheme	25.06.2019 (As on page 94 to 120 of complaint)
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B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint:

- a. That somewhere in the month of March 2019, the respondent no 1 through its business development associate approached the complainant with an offer to invest and buy a flat in the proposed project of respondent no 1, which the respondent no 1 was going to launch the project namely "Turning Point" in the Sector-88B, Gurugram (hereinafter referred to as "Said Project").
- b. Relying on the details of the project, the complainant enquires the availability of flat on 35th floor in tower West End -7 which was a unit consisting carpet area of 898.03 sq. ft. The respondent no 1 had further assured to the complainant that the respondent no 1 has already processed the file for all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent no 1 assured complainant that the said project will be completed by December 2022 and complainant will get the benefit of "No EMI" till application of occupation certificate. The complainant while relying upon those assurances and believing them to be true, complainant booked a residential flat bearing no. 3502 on 35th Floor in Tower West End-07 in the proposed project of the respondent no 1 measuring carpet area of 898.03 sq. ft. in the township to be developed by respondent no 1. Accordingly, the complainant has paid ₹1,00,000/- as booking amount on 11.03.2019.

- c. That just after booking of said flat, respondent no 1 issued a letter dated 04.06.2019 confirming the monthly rental benefit scheme to complainant. As per the monthly rental benefit scheme respondent no 1 has to remit a monthly rent of ₹14,500/- to the complainant till the date of physical handover of said flat. A statutory deduction of 10% TDS will also be applicable on this payment, which respondent no 1 will deduct and provide TDS certificates to complainant. As per letter dated 4th June 2019, monthly rental benefit scheme was effective from June 2019.
- d. That in the said application form, the price of the said flat was agreed at the rate of ₹9,344/- per sq. ft. carpet area mentioned in the said application form. At the time of execution of the said application form, it was agreed and promised by the respondent no. 1 that there shall be no change, amendment or variation in the area or sale price of the said flat from the area or the price committed by the respondent no. 1 in the said application form or agreed otherwise.
- e. That, pursuant to the booking of said flat, builder - buyer agreement dated 11th June 2019 was executed between the parties which included all the details of the project such as amenities promised, site plan, payment schedule etc. Under the said builder buyer agreement, the respondent no 1 promised, assured, represented and committed to the complainant that this residential project would be completed and will be handed over to the buyer within the above-mentioned stipulated period of time.
- f. That as per the clause -5 of the said buyer's agreement, the respondent no 1 assured that the time is of the essence. That as per the clause - 7 of the said flat buyer's agreement dated 11th June

2019, the respondent no 1 had agreed and understands that timely delivery of possession of the apartment along with parking to the allottee(s) i.e., possession by December 2022. However, the respondent no 1 has breached the terms of said flat buyer agreement and failed to fulfil its obligations and has not started the excavation work at project site and it's next to impossible to deliver possession of said flat within the agreed time frame of the builder buyer agreement. The proposed possession date as per buyer's agreement was due on December 2022. That as per Schedule C of buyer's agreement the sales consideration for said flat was ₹85,34,240/- and PLC for park facing/corner/pool facing apartments ₹143000/- exclusive of Service Tax and GST.

- g. That it is pertinent to mention that the complainant had approached respondent no. 2 for providing the loan against the unit booked by the complainant. Respondent no 2 has agreed to sanction the loan of ₹72,00,000/-. In pursuance to the loan, a Tri-partite Housing Loan agreement under subvention scheme dated 19 June 2019 has been executed between the complainant, the respondent no. 1 and respondent no 2 in which the complainant have mandated and authorized the respondent no 2 to pay the loan amount directly to respondent no 1 after doing due diligence and after ascertaining the construction progress as per the payment plan agreed under the buyers agreement and tri-partite housing loan agreement and the complainant cannot be held responsible by any stretch of imaginations. As per the tri-partite agreement, all pre-EMI's shall be payable by respondent no. 1 until offer of possession is given to the complainant and respondent no. 1 shall continue with the

subvention period until the offer of possession given to the complainant. Subvention period was decided till the promised period of delivery of said unit to complainant which is December 2022.

- h. It is pertinent to mention that it was the fiduciary duty of the respondent no. 2 to disburse the loan amount to the respondent no 1 on the basis of construction linked payment plan, since the complainant has opted for the said payment plan as attached with the agreement. It is submitted that it is the contractual obligation of the respondent no. 2 to safeguard the interest of the person to whom the loan has been granted.
- i. That the respondent no. 2 is in absolute disregard to terms of construction linked payment plan, disbursed the loan amount of ₹19,11,669/- on 04.07.2019, whereas on the said date the (Excavation) construction of the said unit has not been started, which is firmly in complete disobedience of construction linked payment plan as agreed between the complainant and respondent no 1 and respondent no. 2. That the complainant has paid the entire consideration demand as raised by the respondent no. 1 along with applicable taxes for the said flat. As per the statement dated 06.06.2022, issued by the respondent no 1, upon the request of the complainant, the complainant have already paid ₹28,91,104/- towards entire consideration demands raised by respondent no 1.
- j. That to the utter shock and surprise respondent no. 1 stop the payments of monthly rental reimbursement from March 2020, and after a regress follow-up by complainant, respondent no 1 reply through email on 16th August 2021 that respondent no. 1 will not be

able to release rentals further, in lieu of that respondent no. 1 offered one time discount on the property which will affect at the time of possession, which is not acceptable to the complainant. Complainant informed respondent no 1 that it's a clear breach of contractual obligation of respondent no. 1 and they can't change the terms on their own whims & fancies. Complainant highly oppose the offer of respondent no 1 and request them to restore the reimbursement of monthly rental of ₹14,500/-, but till date respondent no 1 did not pay any heed to the request of complainant.

- k. That on the date agreed for the delivery of possession of said unit as per date of booking and later on according to the flat buyer's agreement is December 2022, the complainant had approached the respondent no 1 and its officers for inquiring the status of delivery of possession but none had bothered to provide any satisfactory answer to the complainant about the completion and delivery said flat. Complainants also check with respondent no 2 whether they received any communication from respondent no. 1 for extension/ renewal of subvention period in tri-partite home loan agreement, respondent no. 2 confirms that respondent no. 1 not yet approached to them for extension/ renewal of subvention period in tri-partite agreement. When the complainant approached the respondent no. 1 with the request to do extension or renewal of subvention period in tri-partite home loan agreement as the subvention period (Pre-EMI scheme) of home loan tri-partite agreement will end by December 2022, end date of subvention period was decided by respondent no 1 in accordance with due date of possession at the time of booking of said flat, but as the project is delayed now, so the subvention

period under tri-partite agreement should also needs to be renewed with new estimated date of possession, respondent no 1 confirm through email dated 27th April 2022 that respondent no. 1 shall be bearing the pre EMI till the date of possession, but as per the prerequisite of tri-partite agreement all amendments and changes must need to be incorporated in written form, so complainant rigorously requesting respondent no. 1 to initiate the documentation in written form, so that respondent no 2 will also get informed, but till date respondent no. 1 did not initiated the documentation as requested by complainant.

- l. That the conduct on part of respondent no 1 regarding delay in delivery of possession of the said flat has clearly manifested that respondent no 1 never ever had any intention to deliver the said flat on time as agreed. It has also cleared the air on the fact that all the promises made by the respondent no 1 at the time of sale of involved flat were fake and false. The respondent no 1 had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said flat on basis of its false and frivolous promises, which the respondent no 1 never intended to fulfil. The respondent no 1 in its advertisements had represented falsely regarding the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.
- m. On 20th May 2022 complainant inform respondent no 1 that respondent no 1 is creating anomaly by not reimbursing the monthly rent of ₹14,500/- which was agreed by respondent no 1 at the time of booking. Complainant also informed respondent no 1 that they should immediately renewed the Tri-partite agreement with the

respondent no. 2 as the end date of subvention period in Tri-partite agreement is December 2022 & also get ready to compensate the complainant for delay possession charges at the rate of interest specified in RERA Act 2016 for every month delay in possession of said unit beyond December 2022. Complainant makes it clear to respondent no 1 that, if respondent no 1 not comply with the obligations agreed at the time of booking, then complainant will approach the appropriate forum to get redressal. Whenever complainant enquire about the issues raised before them, respondent no 1 making excuse of getting approval from Directors, but till date respondent no 1 did not comply with any of his obligation.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- a. Pass an order to direct the respondent no 1 to pay interest at the rate of 18% on account of delay in offering possession from on ₹28,91,104/- paid by the complainant as sale consideration of the said flat from 1st January 2023 till the date of delivery of possession.
- b. Pass an order to direct the respondent no 1 to pay ₹14,500/- per month as reimbursement of monthly rent to complainant along with arrears of reimbursement of monthly rent from March 2020 to till the date of delivery of possession said unit.
- c. Pass an order to direct the respondent no 1 to continue to pay all Pre-EMI payments to respondent no. 2 till the date of application for OC of said project by respondent no. 1, also instructs respondent no. 1 to renew subvention period under the home loan tri-partite agreement with respondent no. 2 & complainant.

- d. Pass an order to direct the respondent no. 1 to submit the status of construction at project site and new project completion schedule.
 - e. Pass an order to direct the respondent no. 1 to remit back all the payments received from respondent no. 2 for which the construction milestone not yet archived.
 - f. Pass an order to direct the respondent no. 1 to pay an amount of ₹55,000/- to the complainant as cost of the present litigation.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the act to plead guilty or not to plead guilty.
- D. Reply by the respondent no. 1.**
6. The respondent no. 1 has contested the complaint on the following grounds:
- a. That in the year 2019, the complainants learnt about the project 'Vatika Turning Point' situated at Sector 88B, Gurgaon, Haryana. The complainant repeatedly approached the respondent to know the details of the said project. The complainant further inquired about the specification and veracity of the project and was satisfied with every proposal deemed necessary for the development of the project.
 - b. That after having keen interest in the project launched by the respondent, the complainants upon its own examination and investigation desired to purchase a flat in the year 2019, and approached the respondent and on 11.03.2019 booked a flat/unit bearing no. 3502, admeasuring carpet area 898.03 sq. ft. along with

area of balcony i.e., 110.51 sq. ft. for a total sale consideration of ₹85,34,240/- in the said project.

- c. That the Builder Buyer Agreement dated 11.06.2019 (henceforth referred as "Agreement") was executed between the Complainant and the Respondent for the unit bearing No. 3502, admeasuring Carpet Area 898.03 Sq. Ft along with area of Balcony i.e., 110.51 Sq. Ft. for a Total Sale Consideration of ₹85,34,240/- out of which the complainant has paid ₹28,91,104/-.
- d. That as per Clause 7 of the agreement in the complaint, the due date for handing over of possession to the complainant subject to timely payment as payment schedule as mentioned in the builder buyer agreement.
- e. It is pertinent to bring into the knowledge of this Hon'ble Authority that as per the agreement so signed and acknowledged by the Respondent herein provided and estimated time period of 90 months for completing of the construction for the Project i.e., "Turning Point", and the same could not be proceeded further and was stopped in the mid-way due to various hindrances in construction of the project, which were unavoidable and purely beyond the control of the respondent.
- f. That following were the reasons that halted the construction and development of the project as under:

S.No.	Particulars
1.	Notification No. L.A.C. (G)-N.T.L.A./2014/3050 dated 24.12.2014 to acquire land in sectors 88A,88B,89A,89B,95A,95B & 99A for purpose of construct and develop sector roads published in newspaper Dainik Jagran on 30.12.2014.
2.	Award No.56 on dated 23.12.2016 passed by the Land Acquisition Collector Sh. Kulbir Singh Dhaka, Urban Estates, Gurugram, Haryana

	<p>for purpose of development and utilization of land for sector roads in sectors 88A,88B,89A,89B,95A,95B & 99A.</p> <p>(Important Note: We have got license no.91 on 26.10.2013 but till 23.12.2016 land was not acquired by the authority/Govt for purposes of development & utilization of sector roads. Delay for the acquiring process was 3 years two months)</p>
3.	<p>The Road construction and development works in Gurugram are maintained by the HUDA/GMDA but the NHAI has plan the development of Gurugram Pataudi-Rewari Road, NH-352 W under Bharatmala Pariyojana on 11.07.2018</p>
4.	<p>The notification was published by the Ministry of Road Transport & Highways in Gazette of India on 25.07.2018 that the main 60 Mtr. Road (NH-352 W) near Harsaru Village shall develop & construct by the NHAI</p>
5.	<p>The GMDA has approached the Administrator, HSVP, Gurugram and request to direct HSVP/LAO to hand over encumbrance free possession of land from Dwarka Expressway i.e. junction of 88A/88B to Wazirpur Chowk to GMDA so that possession of land may be handover to NHAI on 08.09.2020.</p>
6.	<p>The DTCP published a notification no.CCP/TOD/2016/343 on 09.02.2016 for erecting transit oriented development (TOD) policy. Vatika Limited has filed an application for approval of revised building plan under (TOD) policy 05.09.2017 and paid amount of Rs. 28,21,000/- in favor of DTCP.</p>
7.	<p>Vatika Limited has filed an another application on 16.08.2021 for migration of 18.80 Acres of existing group housing colony bearing license no.91 of 2013 to setting up mix use under (TOD) policy situated in village-Harsaru, Sector-88B, Gurugram, Haryana</p>
8.	<p>Vatika Limited has made a request for withdrawal of application for grant of license for mix land use under (TOD) policy on 03.03.2022 due to change in planning.</p>
9.	<p>The DTCP has accepted a request for withdrawal of application under (TOD) Policy on 17.08.2021 & forfeited the scrutiny fee of Rs. 19,03,000/-</p>
10.	<p>Vatika Limited has filed an application to Chief Administrator, HUDA, Sector-6, Panchkula, Haryana to grant award in favor of Vatika Limited to construct sector roads in sector 88A, 88B, 89A & 89B.</p>
11.	<p>No motorable access to site as the 26acre land parcel adjoining the project was taken on lease by L&T, the appointed contractor for Dwarka Expressway & NH 352W</p>

12.	Re-routing of high-tension wires lines passing through the lands resulting in inevitable change in layout plans.
13.	Various Orders passed by the Hon'ble Supreme Court, NGT, Environment Pollution Control Authority regarding ban on construction activities every year for a period of 50-75days in the best months for construction
14.	Due to outbreak of Covid 19 pandemic, there was a complete lockdown on two instances, 1. In 2020 GOI nearly for 6 months which was extended for another 3 months. 2. In 2021, for two months at the outbreak of Delta Virus

- g. That the project could not be completed and developed on time due to various hindrance such as government notifications from time to time and force majeure conditions, breakdown of Covid-19 pandemic and other such reasons, which miserably affected the construction and development of the project as per the proposed plans and layout plans, which were unavoidable and beyond the control of the respondent.
- h. That Haryana RERA, Gurugram granted registration certificate bearing no.213 of 2017 dated 15.9.2017 for a period of 90 days, i.e., till 15.03.2025. The respondent upon failure to continue the development work of the project as per the proposed plan and layout plan due to reasons stated above, filed a proposal bearing "In Re: Regd. No. 213 of 2017 dated 15.09.2017, for De- Registration of the project Turning Point" and settlement mechanism with existing allottees before the registry of this Authority on 30.09.2022. Same was in the interest of the allottees of the project.
- i. The complainant has made false and frivolous allegations against the respondent, suppressing facts and raising baseless, vague, and incorrect grounds. None of the reliefs prayed for by the complainants are sustainable before this Hon'ble Authority in the interest of justice.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.
8. The respondent no. 2 on 11.03.2025 submitted a no objection certificate issued by respondent no. 2 certifying that loan availed by complainant no. 1 has been repaid in full and there are no further dues payable under the said loan. In view of the above respondent no. 2 has also filed an application for deletion of name from the array of parties, since R2 is neither a necessary party nor relevant for adjudication of the present complaint. The same is allowed by the Authority.

E. Jurisdiction of the Authority:

9. The authority observes that it has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E.I Territorial Jurisdiction:

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter Jurisdiction:

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I. Pass an order to direct the respondent no 1 to pay interest at the rate of 18% on account of delay in offering possession from on ₹28,91,104/- paid by the complainant as sale consideration of the said flat from 1st January 2023 till the date of delivery of possession.

13. In the present matter the complainant was allotted the unit bearing no. 3502, West End-7 admeasuring 898.03 sq. ft. super area at sector 88B, Gurugram in the project turning point vide welcome letter dated 09.07.2019. Thereafter a builder buyers' agreement was executed between the parties on 11.06.2019 for a total sale consideration of ₹85,34,240/-. As per clause 7.1(A) of the said agreement the respondent was obligated to deliver the possession of the unit as provided under Rule 2(1) of rules, 2017. The date for completion of project as per RERA registration is 90 months from 15th September 2017 which comes out to be 15th March 2025. Further, the authority allows 6 months grace period as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the

projects having completion date on or after 25.03.2020. Accordingly, the due date of possession comes out to be 15.09.2025. The complainant has filed the present complaint on 20.06.2022 seeking delay possession charges as per proviso to section 18 (1) of the Act, 2016.

"Section 18: - Return of amount and compensation

"If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

*.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed".*

14. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority holds that the due date of possession i.e., 15.09.2025 according to clause 7 of the agreement executed between the parties on 11.06.2019, has not yet lapsed. Accordingly, no delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement executed between the parties is established. Therefore, no case of delay possession charges is made out.
15. The respondent in the present matter stated in its reply that up on failure to complete the said project as per sanctioned plan, has applied for de-registration of the project "Turning Point". The Authority observes that the complainant is willing to continue in the said project and since as per respondent the said project is not deliverable therefore, the respondent is directed to hand over the possession of an alternate unit similarly situated, may be in another project being developed by the respondent no. 1 of similar size and at similar price within 60 days from the date of this order.

F.II. Pass an order to direct the respondent no 1 to continue to pay all Pre-EMI payments to respondent no. 2 till the date of application for OC of said project by respondent no. 1, also instructs respondent no. 1 to renew subvention period under the home loan tri-partite agreement with respondent no. 2 & complainant.

F.III. Pass an order to direct the respondent no. 1 to remit back all the payments received from respondent no. 2 for which the construction milestone not yet achieved.

16. The abovesaid reliefs stand redundant since the loan availed by the complainants has already been repaid.

F.IV. Pass an order to direct the respondent no. 1 to submit the status of construction at project site and new project completion schedule.

17. The respondent in its reply has already stated that the project cannot be delivered and the respondent has already filed for de-registration of the project.

F.V. Pass an order to direct the respondent no 1 to pay ₹14,500/- per month as reimbursement of monthly rent to complainant along with arrears of reimbursement of monthly rent from March 2020 to till the date of delivery of possession said unit.

F.VI. Pass an order to direct the respondent no. 1 to pay an amount of ₹55,000/- to the complainant as cost of the present litigation

18. The complainants in the above reliefs are seeking litigation expenses & monthly rent reimbursement. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the 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 may approach the adjudicating officer for seeking the relief of litigation expenses.


G. Directions of the authority

19. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

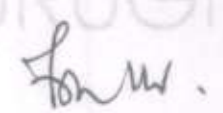
- a. The respondent no. 1 is directed to hand over the possession of an alternate unit similarly situated, may be in another project being developed by the respondent no. 1 of similar size and at similar price within 60 days from the date of this order.
- b. A period of 60 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

20. Complaint stands disposed of.

21. File be consigned to registry.



(Ashok Sangwan)
Member



(Arun Kumar)
Chairperson



(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 06.05.2025