HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	**450 of 2024**
Date of filing:	**19.03.2024**
Date of first hearing:	**23.07.2024**
Date of decision:	**30.01.2026**

Amit Jain S/o Sh. Ashok Jain
#3590, First Floor, Sector-23,
Gurugram, Palam Vihar,
Haryana-122017. ....COMPLAINANT(S)

VERSUS

1. TDI Infrastructure Limited
TDI House G-7, Connaught Place
New Delhi- 110001.

2. Rajat Nagpal Director TDI Infrastructure Limited (Deleted Vide Order dated 12.12.2025)

....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: **6th**

Present: - Mr. Lokesh Chander Aggarwal, Advocate, for the Complainant through VC.
Mr. Shubhnit Hans, Advocate, for the Respondent No.1.
Respondent No.2 (already deleted vide order dated 12.12.2025).

ORDER:

The present complaint was filed on 19.03.2024 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017, for violation or contravention of the provisions of the Act of 2016, or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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	Tuscan Floors, Tuscan City, Kundli, Sonipat.
2.	RERA registered/not registered	Un-registered.
3.	DTCP License no.	183-228 of 2004, 153-157 of 2004, 101-144 of 2005, 200-285

		of 2002, 652-722 of 2006, 729-872 of 2006, 42-60 of 2005, 51 of 2010 and 177 of 2007.
4.	Licensed Area	927 Acres Approx.
5.	Unit No.	T-47/TF
6.	Unit area	1164 sq. ft.(Approx.)
7.	Date of Allotment	22.05.2010 (original allottee) 04.07.2012 (Endorsement in the name of the complainant)
8.	Date of Builder Buyer Agreement	21.04.2011 with original allottees
9.	Due Date of Offer of Possession	November 2013 as mentioned in pleadings
10.	Possession Clause	As per Clause 30 of the Floor Buyer's Agreement, the possession of the apartment was to be handed over within 30 months from the date of signing of the agreement, i.e., by November 2013
11.	Total Sale Consideration	₹24,36,926/- (As per Independent Floor Buyer's Agreement dated 21.04.2011)
12.	Amount Paid by the Complainant	₹13,88,615/- (as mentioned in pleadings at Annexure C-8)
13.	Offer of Possession	Not given.

B. FACTS OF THE COMPLAINT:

3. Facts of the present complaint are that original allottees namely, Mr. Sumit Batra and Mrs. Rinki Batra, paid ₹3,00,000/- as advance on 07.05.2010 for a residential built-up floor measuring about 1164 sq. ft. The payment was made by cheque and was duly received by the respondents. On 24.05.2010, the respondents booked a Residential Built Floor in project namely, "Tuscan Floors" situated at TDI Tuscan City, Kundli, Sonipat, Haryana, in favour of the original allottees. The unit allotted was Unit No. T-47/TF, Phase-I, Floor-3, with booking status "Approved." On 01.09.2010, the respondents issued a Letter of Allotment to the original allottees for the same residential unit measuring 1164 sq. ft, a copy of which is annexed as Annexure C-3. On 21.04.2011, an Independent Floor/Apartment Agreement was executed between the respondents and the original allottees, a copy of which is annexed as Annexure C-4. Subsequently, on 03.05.2011, a Tuscan Floor Buyer's Agreement was executed between the parties for a total sale consideration of ₹24,36,926/- including BSP and EDC/IDC and PLC etc. They paid a total amount of about ₹13,88,615/- to the builder/respondents between 22.05.2010 and 02.06.2012, copies of receipts have been attached as Annexure C-6.

4. On 03.05.2012, the original allottees agreed to transfer the said apartment to the complainant through a duly executed agreement. The total cost of the apartment was fixed at ₹16,66,940/- out of which the complainant

agreed to pay the original allottees and the remaining amount to the builder/respondents as per the earlier buyer's agreement. The complainant paid ₹13,81,302/- to the original allottees and a receipt for the same was issued. The remaining amount was paid in cash. The housing loan taken by the original allottees was fully repaid and the bank issued a No Objection Certificate (NOC). After this, the complainant stepped into the shoes of the original allottees.

5. On 04.07.2012, the builder/respondents officially approved and certified the transfer of the apartment in favour of the complainant, a copy of which is annexed as Annexure C-10. The builder again confirmed the complainant as transferee on 21.01.2020, a copy of which is annexed as Annexure C-11. The complainant thereafter paid further installments amounting to ₹8,87,946/- to the respondents on different dates between 29.11.2014 to 06.01.2016 and the balance payment was to be made on the delivery of possession. A copy of the payment details has been annexed as Annexure C-12 and C-13. The total paid amount comes to ₹22,76,561/-. As per Clause 30 of the Floor Buyer's Agreement, the possession of the apartment was to be handed over within 30 months from the date of signing of the agreement, i.e., by November 2013, but the possession was never delivered. Despite repeated reminders, emails, phone calls and a legal notice, the builder failed to complete the project or give possession for more than 10 years. Due to non-delivery of possession, the complainant was forced to live

in rented accommodation and paid approximately ₹3,00,000/- per year as rent, suffering heavy financial loss and mental harassment. Similar complaints regarding the same project have already been decided in favour of buyers by the Haryana Real Estate Regulatory Authority, Panchkula. The respondents have not made any valid offer of possession to the complainant. A legal notice was served upon the respondents on 20.11.2023, however, no resolution was provided by the respondents. Therefore, the complainant has approached this Authority seeking relief.

C. RELIEF SOUGHT:

6. The complainant in his complaint has sought the following reliefs:

i. To direct the respondents to refund the amount of ₹22,76,561/- along with interest @18% p.a, and further interest till realisation.

ii. To direct the respondents to pay ₹80,00,000/-, which includes ₹30,00,000/- spent for rental accommodation for ten years due to non delivery of possession of the booked flat and ₹50,00,000/- on account of mental agony and deficiency in services, along with interest.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1:

7. On receipt of notice of the complaint, the respondent no.1 has filed reply on 11.11.2024, which in brief states that the respondent no.1 company is in receipt of ₹22,76,953/- till the year 2016 against total sale consideration of ₹25,11,024/-, a copy of statement of account is annexed at

Annexure R-5, Page no.22-25. Due to the reputation of the respondent company, the complainant had voluntarily invested in the project of the respondent company namely, TDI Tuscan Floors at Kundli, Sonipat, Haryana. Part completion certificate with respect to 927 acres approx. with respect to the township has already been received on 23.01.2008, 18.11.2013 and 22.09.2017.

8. When the respondent company commenced the construction of the said project, the RERA Act was not in existence. Therefore, the respondent company could not have contemplated any violations and penalties thereof, as per the provisions of the RERA Act, 2016. The provisions of RERA Act are to be applied prospectively. In support of its contention, a judgment passed by Hon'ble Apex Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. vs. State of UP and others in Civil Appeal No.6745-6749 of 2021 is referred to in which it was held that application of RERA Act is retroactive in character. Thus, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act.

9. That the complaint is barred by limitation as the last payment was made by the complainant in the year 2016, hence the same is not maintainable before this Authority. The complainant herein are investors and has accordingly invested in the project of the respondent company for the

sole reason of investing, earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.

10. That the respondent No. 2, namely Rajat Nagpal, is not a Director of the respondent company no.1, i.e., TDI Infrastructure Limited. He has been unnecessarily and wrongly impleaded as a party in the present complaint and no relief can be claimed against him.

11. The complainant failed to make timely payments as per the agreed terms. The respondent company sent reminders and demand letters dated 21.04.2015, 16.05.2015, 16.11.2015 and 28.10.2015, calling upon the complainant to clear the outstanding dues. The complainant did not respond to these letters. Copies of these letters are annexed as Annexure R-4 (Colly). Due to this default, the respondent company was compelled to issue several reminders and demand letters. The respondent no.1 company is ready to hand over the possession after clearance of dues by the complainant. Any interest liability arose solely due to the complainant's delay in making timely payments. If any amount is to be refunded, the same is liable to be adjusted against the interest accrued due to such delay. In view of the foregoing facts, it is submitted that no cause of action has arisen in favour of the complainant to institute the present complaint.

E. APPLICATION BY THE COMPLAINANT FOR DELETION OF NAME OF RESPONDENT NO.2:

12. Learned counsel for the complainant has filed an application on 28.05.2025 with a prayer to delete the name of the respondent no.2 from the array of the parties as he has no claim against him. The said application was allowed vide order dated 12.12.2025 and the name of the respondent no.2 was ordered to be deleted.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

13. During oral arguments, learned counsel for the complainant has argued that the complainant had paid ₹22,76,561/- in full for flat no. T-47/TF in the respondent's project, "TDI Tuscan City", Kundli, Sonipat, with the possession promised by November 2013. However, even after 13 years, the respondent has neither handed over possession nor developed the promised amenities. This delay has caused serious financial loss to the complainant due to rising property prices. The respondent's actions amount to a breach of contract and deficiency in service. He has further argued that the respondent has failed to produce any valid Completion Certificate for the project, clearly indicating that the project is incomplete. If the project was truly complete, the possession should have been handed over to the complainant by now. The complaint is fully maintainable under the RERA Act, 2016, as upheld by the Supreme Court in '*Newtech Promoters vs. State of U.P.* (2021)', which

applies RERA provisions to ongoing projects regardless of the booking date. The Act protects all allottees equally, without distinguishing between end-users and investors. Therefore, the complainant is entitled to refund along with interest and the objections raised by the respondent no.1 should be rejected.

14. Learned counsel for the respondent no.1 reiterated arguments as were submitted in the reply and further submitted that due to default in making payments by the complainant, the respondent no.1 company was unable to complete the project. He has further argued that the respondent no.1 company has already applied for grant of occupation certificate which is still awaited.

G. ISSUES FOR ADJUDICATION:

15. Whether the complainant is entitled to refund of amount deposited by him alongwith interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY:

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

(i) With regard to the plea raised by the respondent no.1 company that provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 22.05.2010 when the original allottees were allotted plot no. T-47/TF, TDI Tuscan

City, Kundli; it is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in ***Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others***. Relevant part is reproduced below for reference:-

> *"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.*
>
> *53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.*

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

(ii) The respondent no.1 company in its reply has contended that the complainant is "speculative buyer" who has invested in the project for monetary returns and taking undue advantage of RERA Act, 2016, as a weapon during the present down side conditions in the real estate market, therefore, he is not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016, or the rules or regulations. In the present case, complainant is an aggrieved person who has filed the present complaint under Section 31 of the RERA Act, 2016, against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term "allottee" under the RERA Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case

may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

In view of the above-mentioned definition of "allottee" as well as upon careful perusal of the allotment letter dated 22.05.2010 and endorsement dated 04.07.2012, it is clear that the complainant is an "allottees" as flat bearing no. T-47/TF in the Real Estate Project of the respondent namely, "TDI Tuscan City, Kundli", Sonipat, was allotted to him by the respondent/promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under Section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016, does not distinguish between an allottee who has been allotted a plot, apartment, or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in Appeal no. 0006000000010557 titled as ***"M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr."***, had also held that the concept of investors is not defined or referred to in the Act. Thus, the

contention of the promoter/respondent that the allottee being investor is not entitled to protection of this Act also stands rejected.

(iii) The respondent no.1 company has also taken objection that the complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as "***M.P Steel Corporation v/s Commissioner of Central Excise***" where it has been held that The Limitation Act, 1963 deals with applicability to courts and not tribunals. Further, RERA Act is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act, 1963, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016, as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.

(iv) Admittedly, a flat in the project namely, TDI Tuscan City, Kundli, Sonipat, Haryana, being developed by the respondent no.1 company, was initially booked by the original allottees, Mr. Sumit Batra and Rinki Batra, on 22.05.2010. A Builder-Buyer Agreement was executed between the parties on 21.04.2011, pursuant to which Floor No. T-47/TF, measuring 1164 sq. ft., was allotted to the original allottees. As per Clause 30 of the Builder Buyer Agreement, the

possession of the said unit was to be delivered within a period of 30 months from the date of execution of the Agreement. The total sale consideration for the floor was fixed at ₹25,11,024/-, as per details given by the respondent no.1 company at Annexure R-5. Subsequently, the complainant acquired the booking rights of the aforesaid floor from the original allottees and the floor was duly endorsed in his favour vide endorsement dated 04.07.2012. An amount of ₹22,76,953/- has been paid by the complainant to the respondent no.1 towards the said floor. Out of said paid amount, last payment of ₹2,22,524/- was made to respondent no.1 company on 04.01.2016 by the complainant which implies that the respondent no.1 company is in receipt of total paid amount since the year 2016 whereas the fact remains that no offer of possession of the booked flat has been made till date. It is the case of the complainant that the respondent no.1 company has failed to deliver possession of the floor within the stipulated time, resulting in an inordinate delay. As per the settled principle no one can be allowed to take advantage of its own wrong.

(v) Learned counsel for the respondent no.1 company has argued that since the complainant is a subsequent allottee, the deemed date of possession should be counted from the date of endorsement. However, the respondent no.1 company itself recognized the complainant as

allottee vide endorsement dated 04.07.2012. By the said endorsement, the complainant was bound by all terms and conditions of the original allotment and all payments made by the original allottees were transferred in his favour. Therefore, the complainant stepped into the shoes of the original allottees. He purchased the floor before the due date of possession and cannot be presumed to have prior knowledge of any delay. Further, there is no agreement providing that the possession period would start from the date of endorsement. Hence, the respondent's contention is rejected. The due date of possession shall be reckoned as per the Builder-Buyer Agreement executed with the original allottees i.e. 21.11.2013.

(vi) In the written statement submitted by the respondent no.1 company, it has been admitted that the possession of the booked flat has not been offered till date to the complainant. With respect to the status of handing over of possession, the respondent no.1 company has stated that the project is not complete till date as the occupation certificate has not been received yet. It has not been established by the respondent no.1 company that the offer of a booked flat is not possible due to some genuine reliable circumstances. The respondent no.1 company has pleaded that Part Completion Certificates for the 927 acres have already been received but it is not specified in the written statement as to whether the flat of the complainant gets covered in the

said Part Completion Certificates or not? The complainant filed this complaint in the year 2024 and during all these years, the respondent no.1 company remained silent and did not even bother to refund the amount received from the complainant towards sale consideration of flat or to hand over possession of the alternate flat. Now, the respondent no.1 company cannot take the benefit of its own wrong for causing delay in offering of the possession stating that the possession of a booked floor is not possible.

(vii) In the present situation, the respondent no.1 company has failed to honour its obligation pertaining to delivery of possession of floor without any reasonable justification. The complainant has unequivocally stated in his complaint that he is interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession. The respondent no.1 company who is in receipt of a total amount of ₹22,76,953/- since the year 2016 has not even made sincere efforts to provide at least a reasonable number of options of alternate floor to choose from. It is the respondent no.1 who has failed to develop the booked floor/flat till date. However, no such circumstances have been specified in written statement/oral arguments which can be relied upon to convince the Authority that the physical possession of the booked floor/flat is actually not possible. The law point is that facts not specifically

pleaded are not considered and the burden of proof lies on the party making the claim. Therefore, if a party fails to specify circumstances in their written statement or oral arguments that shows physical possession of a booked floor/flat is not possible, they cannot rely on those unspecified circumstances to convince the Authority that possession is impossible. The party would need to provide specific facts and evidence to demonstrate the impossibility of handing over possession. In ***Energy Watchdog v. CERC, (2017) 14 SCC 80***, the Hon'ble Supreme Court held that a party cannot avoid contractual obligations unless the event clearly falls within the force majeure and makes performance impossible, which must be strictly proved by evidence.

(viii) Further, the Hon'ble Supreme Court in the matter of "***Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*** " in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

> "25. *The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the*

promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.

(ix) In the present complaint, the project did not get completed within the time stipulated as discussed above and the possession of the booked floor/flat is not possible due to some unforeseen circumstances as stated by the respondent no.1 company in its written statement. The complainant intends to withdraw from the project and is seeking refund along with interest. In these circumstances, the Authority finds it to be a fit case for allowing refund along with interest in favor of the complainant.

(x) 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;

(xi) 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. 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

(xii) Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

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

State Bank of India may fix from time to time for lending to the general public".

17. Thus, the respondent no.1 company will be liable to pay the complainant interest from the dates when the amounts were paid till the actual realization of the amount. Authority directs the respondent no.1 company to refund the paid amount of ₹22,76,953/- (as per details given in the statement of account) along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount to the complainant. Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order, total amount works out to ₹55,16,516/- as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 30.01.2026
1.	₹3,00,000/-	22.05.2010	₹5,08,902/-
2.	₹3,45,000/-	01.11.2010	₹5,31,338/-
3.	₹8,304/-	01.11.2010	₹13,686/-
4.	₹2,09,090/-	04.04.2011	₹3,35,076/-
5.	₹5,537/-	04.04.2011	₹8,873/-
6.	₹2,473/-	04.04.2011	₹3,963/-
7.	₹86,000/-	05.04.2011	₹1,37,793/-
8.	₹5,909/-	11.05.2011	₹9,405/-
9.	₹2,00,926/-	11.05.2011	₹3,19,793/-
10.	₹3,165/-	11.05.2011	₹5,037/-
11.	₹2,15,000/-	02.08.2011	₹3,36,913/-

12.	₹5,536/-	02.08.2011	₹8,675/-
13.	₹1,675/-	02.06.2012	₹2,474/-
14.	₹2,21,892/-	17.10.2014	₹2,70,764/-
15.	₹2,21,397/-	26.05.2015	₹2,55,683/-
16.	₹2,22,525/-	26.09.2015	₹2,48,887/-
17.	₹2,22,524/-	04.01.2016	₹2,42,301/-
	Total=₹22,76,953/-		Total= ₹32,39,563/-
	Total Payable to complainant	₹22,76,953/- +₹32,39,563/- = ₹55,16,516/-	

18. The complainant has prayed for interest @18% per annum on the paid amount. However, the RERA Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be 10.80% per annum. Accordingly, the interest shall be calculated and awarded at this statutory rate.

19. Regarding relief mentioned at para no.6(ii), to direct the respondents to pay ₹80,00,000/-, which includes ₹30,00,000/- spent for rental accommodation for ten years due to non delivery of possession of the booked flat and ₹50,00,000/- on account of mental agony and deficiency in services, along with interest, 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 and litigation charges

under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016 which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expenses 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 and legal expenses. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of compensation and other expenses.

H. DIRECTIONS OF THE AUTHORITY

20. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA 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 no.1 company is directed to refund the entire paid amount of ₹22,76,953/- along with interest of ₹32,39,563/- (totaling to ₹55,16,516/-) to the complainant. It is further clarified that the respondent no.1 company will remain liable to pay interest to the complainant till the actual realization of the amount.

(ii) A period of 90 days is given to the respondent no.1 company to comply with the directions given by this Authority

in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

21. **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.

.....
(CHANDER SHEKHAR)
MEMBER

30.01.2026
Narinder Kaur
(Law Associate)