



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2620 of 2023

Rajeshwari

....COMPLAINANT

VERSUS

IRIS Plaza private limited

....RESPONDENT

Date of Hearing: 07.04.2026

Hearing: 8th

Present: - Adv. Arun Sharma, Ld. Counsel for the Complainant.

Adv. Hemant Saini, Ld. Counsel the Respondent.

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Arguments heard. Case is Disposed of. Detailed order will follow.

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DR. GEETA RATHEE SINGH
[MEMBER]



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	2620 of 2023
Date of Filing:	22.12.2023
First Date of Hearing:	23.01.2024
Date of Decision:	07.04.2026

Rajeshwari w/o Sh. Vinod Kumar
R/o FCA- 55/A, 100 Feet Road,
Near Pathwari Mandir, Ballabgarh,
Haryana, 121004.

....COMPLAINANT

VERSUS

Iris Plaza Private Limited
18, 5th Floor, Sector- 44,
Gurgaon, Haryana, 122003.

....RESPONDENT

Present: - Adv. Arun Sharma, I.d. Counsel for the Complainant.
Adv. Hemant Saini, I.d. Counsel the Respondent.

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Present complaint has been filed 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, details of sale consideration, amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	"Terra Lavinium", Sector-75, Faridabad, Haryana.
2.	Nature of the project.	Residential
3.	RERA Registered/Not Registered	HREERA-PKI.-FBD-8-2018
4.	Details of the unit	A-801, Tower- A, 8 th Floor
5.	Date of Builder Buyer Agreement	18.02.2019
6.	Possession clause 3.1 as per BBA dated 18.02.2019	Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under any part hereof and

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		Apartment Buyer's Agreement, including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.
7.	Due Date of Possession	04.04.2022
8.	Basic Sale Consideration	₹26,12,736/-
9.	Amount paid by the complainant	₹20,64,064/-
10.	Offer of Possession	02.05.2023, "possession for fit-out"

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. That complainant, Rajeshwari w/o Sh. Vinod Kumar, booked a residential unit (No. A-801, Tower A) in the project "Terra Lavinium" located in Sector 75, Faridabad, developed by IRIS Plaza Private Limited (the respondent). The total sale consideration for the unit was ₹26,12,736/-, and respondent is classified as a "Promoter" under Section 2(zk) of the RERA Act.

Rathee

4. That builder buyer agreement was executed between the parties on 18.02.2019. As per the clause 3.1 of the agreement,

"Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under any part hereof and Apartment Buyer's Agreement, including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later".

Possession was to be delivered within 48 months from the date of booking. The complainant has paid ₹20,64,064/-, representing more than 85% of the total cost, as per respondent demand payment of the purchase price of the apartment, in a timely manner.

5. That despite making substantial payments, respondent failed to deliver the apartment within the promised timeline. On 02.05.2023, respondent issued a letter offering "possession for fit-out" along with a demand for ₹10,66,683/-. The complainant argues this is an invalid offer of possession as it was issued



without a valid occupation certificate and included unreasonable additional charges.

6. That the respondent promoter has failed to abide by the contractual obligations cast upon it and the complainant has discharged all their obligations.

7. That the respondent despite taking money has not handed over the possession of the flat despite lapse of more than 4 years from the due date of possession; hence present complaint has been filed seeking possession of the apartment along with delayed interest from the due date of possession till actual handing over of physical possession.

C. RELIEF SOUGHT

8. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

- i. That the respondent may be directed to pay delay payment interest under Sections 11(4), 12, 18 & 19(4) of the RERA Act, 2016 and the HARRERA Rules and regulations thereunder.
- ii. That the respondent may be directed to give possession of unit in question without further delay;
- iii. That the respondent may be directed to pay the litigation cost of ₹1,00,000/- (One Lakh).;
- iv. That the respondent may be kindly be directed to refrain from giving unfair and unjust demands;



- v. That the respondent may be kindly be directed to refrain from giving effect to unfair clauses unilaterally incorporated in the builder buyer agreement;
- vi. Any other relief/direction which the Hon'ble Authority deems fit and proper in the facts & circumstances of the present complaint.
- vii. That in the interest of justice, this authority should pass strict and stringent orders against errant promoters and developers who take huge investments from innocent investors and then deny them the right to take possession as agreed at the time of sale. The purpose and legislative intent behind setting up this authority should also be kept into consideration while deciding the present complaint as the respondent has not only treated the complainants unfairly but many other such buyers.

D. REPLY ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 06.05.2024 pleading therein:

9. That, License bearing No. 79/2017 dated 04.10.2017 was granted to respondent by DTCP for setting up of an affordable group housing colony for an area measuring 5.925 acres falling in the, Sector-75, Faridabad, Haryana.

10. That it is important to mention herein that the present project is being developed under the Affordable Housing Policy, 2013 and as per clause 1 (iv) of the Affordable Housing Policy, 2013, projects shall be required to be


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necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. On 03.04.2018, building plan for the given project was approved by the competent authority and thus in view of clause 1(iv) of the policy the completion date of the project would be 04.04.2022. Therefore, the present complaint is premature and liable to be dismissed.

11. It is further submitted that the complainant has booked the unit no. A-801 on 14th floor of Terra Lavinium Residency Project and has agreed to pay Rs. 26,12,736/- as basic cost for the unit booked calculated on super area basis and further agreed to pay other charges as per policy of the respondents as applicable to the building like EDC, IDC, sinking fund, labour cess, fire-fighting, external electrification, allied charges and other dues and taxes. The complainant has signed and agreed to abide by the builder buyer agreement dated 18.02.2019. The complainant has opted for fixed payment plan and had not made any payment on due time. The payments had been delayed by 1 year.

12. That the completion dates of project namely "Terra Lavinium" affordable residential project was 03.10.2022, however this Hon'ble Authority granted additional 9 months general extension for covid period to all the developers to complete the development works therefore completion date is 02/06/2023 as per the Act.

13. That more so the bans to construction activity imposed by the NGT from time to time and lastly in the months of October - November, 2019 have further



lead to delay in completion of the project which are per se beyond the control of respondent. Copy of direction issued by Delhi Pollution Control Committee regarding construction ban in NCR region is annexed herein as Annexure R-6.

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

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

15. During arguments ld. Counsel for the complainant prayed for possession of booked unit along with delay interest. He drew the attention of the Authority towards a letter wherein respondent has offered fit out possession to the complainant annexed as annexure C-4, page-49 of the complaint book. In the said letter respondent has as ₹22,681/- for external electrification, ₹22,681/- for bulk supply electricity charges, ₹8,260/- for smart electricity meter, ₹30,241/- for utility connection charges, ₹11,800/- for electricity connection charges, ₹17,700/- for common area backup charges, ₹35,400/- for electricity connection charges, ₹22,681/- for fire fighting charges. Argument of counsel for the



complainant is that respondent is not justified in charging for electricity several times as mentioned in letter dated 02.05.2023 and further submitted that respondent has charged interest on delayed payments from the allottees @ 15% p.a. which is not in consonance with the RERA Act, 2017.

16. I.d. counsel for the respondent submitted that deemed date of possession in the captioned complaints is 4 years from the date of approval of building plans i.e. 03.04.2018. The construction pace of the project got affected due to spread of covid-19 in the year 2020. Further as per clause 2.5 of the builder buyer agreement and as per 5(iii)(b) of the Affordable Housing Policy, 2013, complainant is liable to pay interest on the amount @15% p.a. and it is as per this clause respondent has charged interest.

17. In rebuttal, Id. counsel for the complainant submitted that respondent cannot claim the period of covid-19 to be treated as force majeure as respondent has raised demands during the covid period duly paid by the complainant.

F. ISSUES FOR ADJUDICATION

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

19. Whether the respondent is justified in charging for electrification and electricity connection charges under different heads?



G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

20. The Authority has gone through the documents on record and submission made by both parties. In light of the background of the matter, Authority observes that complainant booked unit in the project "Terra Lavinum" being developed under Affordable Housing Scheme 2013 by the respondent/promoter namely Iris Plaza Pvt. Ltd. and accordingly complainant was allotted unit no. A-801 on 14th floor, in the said project located at Sector-75, Faridabad, Haryana. The builder buyer agreement was executed between the parties on 02.01.2019. Complainant had paid a total sum of ₹21,35,916/- against the total sale consideration price of 26,12,736 /-. While the complainant initially alleged a total payment of ₹20,64,064/-, his subsequent statement of accounts submitted on 28.04.2025 reflects a revised figure of ₹21,35,916/-. It is pertinent to note that this latter amount is consistent with the statement of accounts filed by the respondent alongside the reply dated 06.05.2024. As per clause 3.1 of the agreement respondent/developer was under an obligation to hand over the possession to the complainant within 48 months from the date of approval of building plans or grant of environment clearance whichever is later. Respondent in his reply has admitted that the respondent/ developer received approval of building plans on 03.04.2018 meaning thereby that as per possession clause, a period of 4 years is to be computed from 03.04.2018, that comes to 04.04.2022. After paying his hard earned money, legitimate expectations of the complainant would be that possession of the unit will be delivered within a reasonable period



of time. Authority observes that period of 4 years is a reasonable time to complete development works in the project and to handover possession to the allottee. However, apparently respondent has failed to hand over possession to the complainant. Consequently, complainant has exercised his right to seek delay interest on account of default on the part of respondent to offer legally valid possession within the time frame as per builder buyer agreement as per Section 18 of RERA Act,2016.

21. Perusal of the payment plan at annexure "C-2" of the builder buyer agreement reveals that both the parties agreed to time linked payment plan according to which payments were to be made at periodic intervals, 5% of the total cost was to be paid at the time of application, 20% of the total cost at the time of allotment i.e., 05.12.2018, 12.5% of the total cost within 6 months from the date of allotment, 12.5% of the total cost within 12 months from the date of allotment, 12.5% of the total cost within 18 months from the date of allotment, 12.5% of the total cost within 24 months from the date of allotment, 12.5% of the total cost within 30 months from the date of allotment and 12.5% of the total cost within 36 months from the date of allotment.

22. However, respondent has averred that the completion date of the project as per registration certificate is 03.10.2022 and after grant of 9 months general extension granted by this Authority same is now 02.06.2023. In this regard, Authority is of the view that date of completion as mentioned in the registration certificate is declared unilaterally under section 4(2)(1)(C) of the Real Estate



(Regulation and Development) Act, 2016 by the builder while registering the project before the Authority, whereas the time period for handing over the possession to the allottee is committed by the builder as per the possession clause 3.1 of builder buyer's agreement dated 18.02.2019. Perusal of the payment plan reveals that the payment plan agreed between the parties is a time linked payment plan and said plan remained unchanged during the covid period also. There is no understanding between the parties whereby the complainant allottee and the respondent promoter agreed to consider the force majeure period due to covid as zero period. Secondly, it is noteworthy to mention that perusal of records reveals that during covid period i.e., 25.03.2020 to 24.09.2020, the respondent had demanded and received an amount of ₹3,42,922/- paid on 05.06.2020 from the complainant in lieu of the booked unit. Having failed to extend any reciprocal relief to complainant, the respondent cannot now invoke the "COVID-19 benefit" to absolve themselves of liability. Hence, in the above peculiar facts, benefit of covid period could not be granted. Further, respondent has also taken a plea that due to various order of NGT the project could not be completed on time and therefore such period for which the construction work remained suspended should be treated as force majeure period. In this regard, Authority is of the view that NGT has regularly been passing orders suspending construction activity in the Delhi NCR region every year due to rise in pollution specially in the month of October- November. The promoters who are in the business of real estate development are aware of fact

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was possession for limited purpose of carrying out fit out works in the unit. Admission on part of the respondent leaves no room for any ambiguity with respect to the fact that till date respondent has not offered legally valid possession of the unit to complainant. In fact respondent has gone to the extent of claiming that since no offer of possession has been made to complainant, no cause of action has arisen to file the complaint. Herein it is noteworthy that as per Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 in case a promoter fails to offer possession of an apartment, plot or building to an allottee within the time period stipulated in the agreement to sell, a statutory right gets invoked in favour of the allottee either to demand refund of the amounts paid by the allottee for the unit or in case allottee wish to continue with the project then to claim interest for delay caused and in both circumstances promoter is liable to refund amount paid along with interest or interest for delay in possession as the case may be. Hence, in the captioned complaint the moment the due date stipulated in the agreement for sale lapsed, a cause of action arose and as the delay in offer of possession continues so does the cause of action.

24. Now the question is whether the payment demanded against for external electrification, bulk supply electricity charges, smart electricity meter, utility connection charges, electricity connection charges, common area backup charges and electricity connection charges by the respondent vide letter dated 10.06.2024 at the time of fit out offer of possession could have been raised at that stage and whether the respondent was rightly raising the above demands.

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As observed in the preceding para the payment plan opted by the parties is a time linked payment plan and the respondent was well within its rights to demand payments as per time/interval as provided in the said plan.

25. To adjudicate upon the issue of charges raised towards external electrification, bulk supply electricity charges, smart electricity meter, utility connection charges, electricity connection charges, common area backup charges and electricity connection charges reference is made to the relevant Clause 4.3 of builder buyer agreement read as under:

"The charges for providing external electrification, electric wiring in the said apartment, fire fighting measures/equipment's in the common areas as prescribed in the existing firefighting code/regulations and power backup shall be payable by the allottee in addition to the basic total cost, as prescribed herein"

26. As per the agreement to sell executed between the parties the charges raised on account of external electrification, electric wiring in the said apartment and fire fighting measures in the common area and power backup charges are to be charged in addition to the basic total cost. In this regard Authority observes that amenities such as disposal of sewage and sullage, water, fire protection and fire safety requirements, streetlight, electricity supply, transformers for an integral part of the internal and external development works which are either to be provided by the builder promoter and/or charges are to be paid to the government in lieu of providing external infrastructure. The basic

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cost of the unit is inclusive of all these charges. The definition of the term "Internal Development Works" as provided in section 2 (zb) and "External Development Works" in section 2 (w) of the Act is reproduced below for ready reference:

In this Act, unless the context otherwise requires,-

(zb) "internal development works" means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as education, health and other public amenities or any other work in a project for its benefit, as per sanctioned plans ".

"2. In this Act, unless the context otherwise requires,-

(w) "external development works" includes roads and road systems landscaping, water supply, sewerage and drainage systems, electricity supply transformer, sub station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws".



28. If the allottee has already paid these charges under the head of EDC/IDC charges, then it would be unjust for him to pay further charges under the head "electrification charges" despite there being a condition for payment of these charges in the builder buyer's agreement. Clause 4.3 of the agreement for sell is heavily loaded in favour of the respondent promoter and a complainant/allottee who has made such huge payments is made to acquiesce to such demands, hence making this clause oppressive and would constitute as unfair trade practice. The allottee should not be made or compelled to pay any additional amount towards electrification charges after having already made payment of the same as part of sale consideration which includes EDC and IDC. Authority hereby concludes that that the promoter should not charge external electrification charges, electric wiring and fire fighting measures from the allottees while issuing offer of possession letter.

Further with regard to charges raised under head of bulk supply electricity charges, utility connection charges, electricity connection charges and common area backup charges it is observed that these charges are not a part of the agreement executed between the parties and have been arbitrarily raised by the respondent without any justification. The demands under said heads could not have been raised by respondents and are per se illegal.

Now with regard to the meter charges, it is observed that these charges are one-time nominal costs related to the specific meter for the unit booked by the

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allottee. The complainant is liable to pay these charges and shall also be entitled to seek documentary proof of said demand.

29. The complainant asserts that the interest levied by the respondent on delayed payments is inconsistent with the statutory provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA). Conversely, the respondent seeks to justify the interest rate by invoking Clause 2.5 of the builder-buyer agreement and Clause 5(iii)(b) of the Affordable Housing Policy, 2013, which originally stipulated a fixed interest rate of 15% per annum. The Authority observes that the Town & Country Planning Department, Haryana, issued an amendment via Memo No. Misc-2307/8/26/2017-21CP (dated 09.07.2018). This amendment, promulgated under Section 9-A of the Haryana Development and Regulation of Urban Areas Act, 1975, explicitly modified the interest regime of the Affordable Housing Policy, 2013.

The amendment directs the following substitution in Clause 5(iii)(b):

"In clause no. 5(iii) b of the Affordable Housing Policy, 2013, the words "Any default in payment shall invite interest @15% per annum." shall be replaced by the following words, "Any default in payment will bear penal interest as provided in Rule 15 of the Haryana Real Estate Regulatory Authority, Rules, 2017."



30. Consequently, the respondent's reliance on the erstwhile 15% interest rate is legally untenable. The Authority finds the respondent in contravention of the RERA Act and the Affordable Housing Policy, 2013 (as amended).

31. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations to hand over possession within stipulated time as cast upon it under RERA Act, 2016 and consequently the complainant is entitled to delay "interest" from 04.04.2022 till the date of offer of a legally valid possession to the complainant after obtaining occupation certificate from the competent Authority.

32. The 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;

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

“Rule 15: “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 (NCLR) 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”

33. As per the website of the State Bank of India (<https://sbi.co.in>), the highest Marginal Cost of Lending Rate (MCLR) as on 07.04.2026 is 8.80%. Accordingly, in terms of IRRERA rules, the prescribed rate of interest for the refund shall be MCLR + 2% = 10.80% per annum.



34. The complainant has prayed for interest @18% per annum. 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.

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

Sr. No.	Amount Paid (in ₹)	Due date of Possession or date of payment whichever is later	Interest (in ₹) till 07.04.2026
1.	21,26,118/-	04.04.2022	9,21,628/-
2.	9,798/-	01.05.2023	3,111/-
		Total	9,24,739/-
3.		Monthly interest - ₹17,373/-	

36. The complainant is seeking litigation cost of ₹1 lakh. It is observed that the Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027, M/s Newtech Promoters and Developers Pvt. Ltd. v. 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 19 of the RERA Act, 2016. The Court further clarified that such claims are to be adjudicated by the learned Adjudicating Officer under Section 71 of the Act, 2016, and the quantum of compensation and legal expenses is to be determined having due regard to the factors enumerated in Section 72 of the Act, 2016. Accordingly, the Authority observes that the claim for compensation and litigation costs cannot be



adjudicated in the present proceedings. The complainants are, therefore, advised to approach the learned Adjudicating Officer for seeking relief in respect of compensation and litigation expenses.

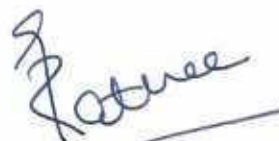
II. DIRECTIONS OF THE AUTHORITY

37. 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(l) of the Act of 2016:

i. Respondent is directed to pay the complainant upfront amount as provided in table in para 35 of this order. Respondent's liability for paying monthly interest of as shown in above table will commence w.e.f. 28.05.2025 and it shall be paid on monthly basis till legally valid offer of possession is made to complainant after obtaining occupation certificate from the competent authority.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

iii. Complainant will pay charges as per observation made in para 25 to 28 of this order.



iv. Respondent shall offer possession of the unit to complainant within 30 days of obtaining occupation certificate and the complainant shall also accept the same within next 30 days. In case of delay in making payment by the complainant, he shall as per Section 19(7) of RERA Act, 2016 shall be liable to pay interest at such rate as prescribed under Rule 15 of RERA Rules, 2017.

38. Accordingly, the case is **Disposed of**. File be consigned to the record room after uploading of order on the website of the Authority.


.....
DR. GEETA RATHI SINGH
[MEMBER]