



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| Complaint No.: | 1052 of 2025 |
| Date of Filing: | 15.07.2025 |
| First Date of Hearing: | 16.09.2025 |
| Date of Decision: | 07.07.2026 |

Nitish Kumar Singh and Baidya Nath Singh

H. No. 8099, Sector-C8,

Vasant Kunj, New Delhi, 110070

.....COMPLAINANTS

Versus

Iris Pioneer Infraproject Pvt. Ltd.

830, Sector- 21A,

Faridabad, Haryana.

.....RESPONDENT

Present: Adv. Kanish Bangia, Ld. Counsel for Complainants through VC.

Adv. Prakriti Kashyap, Proxy for Adv. Vivek Sethi, Ld. Counsel
for 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 | "Fit-Independent Residential Floors", Sector-57, Faridabad, Haryana. |
| 2. | Nature of the project. | Residential |
| 3. | RERA Registered/Not Registered | Not Registered |
| 4. | Details of the unit | Unit No.1A, 1 st Floor , Plot no. C-1 (729.26 sq. ft.) |
| 5. | Date of Floor Buyer Agreement | 08.04.2014 |
| 6. | Possession clause 6.2 as per FBA dated 08.04.2014 | Execution of Sale Deed/Conveyance Deed and handover of possession of the said Unit is proposed to be undertaken by the Seller to the Buyer at the end of 24 months from the date of issuance of Allotment Letter dated 20.03.2014, after all the necessary Approvals and Permissions have been obtained from Competent Authorities and upon completion of development of said Colony, subject however, to the timely payment of Total Sale |

Jatwee

| | | |
|-----|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Consideration and other dues/charges, if any, by the Buyer and absence of force majeure circumstances or reasons which are beyond the control of the Seller. If completion of development of said Colony including that of the said project and consequently, handover of possession of said Unit is delayed due to reasons attributable to Force Majeure circumstances, which interalia includes but is not limited to war, enemy action, earthquake, act of God, delay in certain decisions/clearances, any notice, order, rules, notification of any Government or public authority or orders of a court of law, or non-availability of any materials due to market conditions or for any reason beyond the control of the Seller, then the Seller shall be entitled to a reasonable extension of time for making the offer of possession of the said Unit. |
| 7. | Due Date of Possession | 20.03.2016 |
| 8. | Basic Sale Consideration | ₹24,97,550/- |
| 9. | Amount paid by the complainant | ₹27,22,800/- |
| 10. | Offer of Possession | NA |

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

[Handwritten Signature]
Attree

3. That complainants, Nitish Kumar Singh and Baidya Nath Singh, are allottees within the meaning of Sections 2(d) and 2(zg) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter, "the Act"). Relying on the representations and advertisements of the respondent company (M/s Iris Pioneer Infraproject Pvt. Ltd.), the complainants booked a residential unit bearing No. 1A, Block-C, measuring 729.26 sq. ft., in the project named "Fit-Independent Residential Floors" located at Sector 57, Faridabad, Haryana.
4. That the floor buyer's agreement was subsequently executed between the parties on 08.04.2014 (Annexure C-1). Against the basic sale price of ₹24,97,550/-, the complainants made timely payments against various demands raised by the respondent, accumulating to a total sum of ₹27,22,800/- (Annexure C-2), which represents more than 100% of the total sale consideration.
5. That complainant has raised two primary statutory and contractual grievances:
 - i. The respondent accepted an advance payment of ₹16,18,750/- prior to the execution of the written buyer's agreement. This constitutes an absolute breach of Section 13(1) of the Act, which strictly prohibits a promoter from collecting more than 10% of the apartment cost without an executed and registered agreement for sale.



- ii. As per Clause 6.1 (read with Clause 10.1) of the floor buyer agreement, the respondent was contractually obligated to offer possession within 24 months from the date of the allotment letter (i.e., 20.03.2014), making the due date of delivery 20.03.2016. Despite the lapse of over 9 years from the promised date, the respondent has failed to obtain an occupancy certificate (OC) or make a valid offer of possession.

6. Evincing complete deficiency of service, unfair trade practices, and a breach of contractual obligations by the respondent, the complainants have sought a full refund of their deposited amount along with delayed interest and compensation. To substantiate their legal right to terminate the agreement and seek a refund due to indefinite delays.

C. RELIEF SOUGHT

7. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-
 - i. Direct the respondent to refund the total amount paid to them amounting to ₹27,22,800/- along with interest calculated at the MCLR rate of SBI plus 2% from the date of first payment.
 - ii. Hold the respondent guilty of indulging into unfair practices and providing deficient services to the complainant and award a compensation ₹5,00,000/- with the interest at MCLR rate of SBI



plus 2% per annum from the actual first date of payment of amounts till realization.

- iii. Grant the cost of litigation of ₹50,000/- (Fifty Thousand Only) in favour of the complainant and against the respondent.
- iv. That to issue any other relief or direction as this Hon'ble Authority may deem fit in view of facts and circumstances of present case.

D. REPLY ON BEHALF OF RESPONDENT

8. Learned counsel for the respondent filed detailed reply on 21.01.2026 pleading therein:
9. That the Real Estate (Regulation and Development) Act, 2016 and the Haryana RERA Rules, 2017 are prospective in nature. The respondent contends that the provisions of the Act cannot be invoked retrospectively for acts alleged to have occurred prior to its promulgation.
10. That the respondent denies that the project was stalled at the time the complaint was filed. It is submitted that construction was going on in full swing, with the project being 95% complete at the time, and possession was intended to be offered on or before December 2018. Therefore, no continuing violation post-promulgation of HRERA Rules exists.



11. That the scheme of the Act (specifically Sections 3, 4, 5, 11, and 34) dictates that the Authority's jurisdiction extends only to promoters and projects registered under the Act.
12. That the respondent contends that the complainant is guilty of concealing material facts and has filed frivolous claims without adducing supporting evidence.
13. That the respondent, along with other co-owners/collaborators, was granted License No. 8 of 2011 on 19.01.2011 for setting up an Industrial Colony measuring 50.131 acres in Sector 57, Faridabad, Haryana. The building plans were subsequently approved by the District Town Planner on 28.04.2014 and 14.05.2014.
14. That the respondent applied for the renewal of the license on 17.01.2015. During its pendency, the Respondent and other land-owners applied for migration under the Enterprise Promotion Policy (EP Policy) on 04.05.2018, which does not alter the layout plan of the project. A subsequent renewal application was filed on 05.03.2021.
15. That the Directorate of Town & Country Planning (DTCP) initially rejected the industrial colony request on 27.07.2021. However, this rejection was set aside on appeal by the Ld. ACSTCP vide an order dated 17.03.2022. Following this, a Letter of Intent (LOI) was issued to the Respondent on 16.11.2023. The



respondent replied to the LOI conditions on 12.01.2024 and deposited the license renewal fees of ₹80,12,095/- on 15.02.2024. A joint collaboration development & sale agreement was executed on 13.11.2020 to market and develop the plots.

16. That the respondent applied for an occupation certificate (OC) on 02.12.2016 accompanied by an architect's affidavit. Following demand notices from the Senior Town Planner (STP) regarding minor deviations, the respondent paid the necessary compounding fees and agreed to purchase the exceeding FAR area on 07.09.2017 to facilitate the OC issuance.
17. That the partial occupation certificates have been progressively secured. OCs for Plot Nos. A-4, B-2, B-20, and C-16 were received on 03.07.2025, and for Plot No. E-1 on 18.07.2025.
18. That the respondent submits that administrative and regulatory hurdles made it impossible to complete the project by March 2016. Furthermore, the supervening circumstances of the COVID-19 pandemic severely worsened the situation, causing acute financial strain.
19. That the project comprises 144 constructed apartments across 48 plots (Ground, First, and Second floors). There is an absolute intent to deliver the units. Out of the 144 units, 132 have already been sold. Currently, 103 allottees have taken physical possession, and 79 families have been actively residing in the locality



for several years. The respondent argues that the complainant is deliberately evading the process of taking actual physical possession on one pretext or another.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

20. During arguments ld. counsel for the complainants submitted that, pursuant to Clause 6.2 of the Floor Buyer Agreement, the respondent was under a contractual obligation to deliver physical possession of the allotted unit within twenty-four (24) months from the date of allotment. It was averred that the complainants have diligently fulfilled their contractual obligations by making all requisite payments within the stipulated timelines. The ld. counsel further contended that while the respondent, in its written reply (specifically at pages 94 and 96), has annexed an occupation certificate (OC), the said certificate is entirely irrelevant as it does not pertain to the specific unit allotted to the complainants. Consequently, it was argued that the respondent has failed to demonstrate the acquisition of a valid occupation certificate for the subject property.

21. In rebuttal, learned counsel stated that the respondent is ready and willing to handover immediate physical possession of the designated unit to the complainant. He further submitted that a valid occupation certificate has indeed been obtained by the respondent. It was conceded that while there may have



been an inadvertent error in the documents annexed to the reply, the respondent undertakes to place the correct and relevant occupation certificate on record during the course of the day.

G. ISSUES FOR ADJUDICATION

22. Whether the complainants are entitled for refund of the amount paid by them along with interest in terms of Section 18 of RERA, Act of 2016?

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. Respondent has challenged the maintainability on the ground that:

(i) Objection with regard to the maintainability of the complaint on the ground that the provisions of Real Estate (Regulation and Development) Act, 2016, are prospective and not retrospective in nature and its provisions cannot be invoked in respect of acts alleged to have taken place prior to promulgation.

Respondent in its reply has raised an objection that the provisions of RERA Act, 2016 cannot be applied retrospectively. Reference can be made to the case titled M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon Apex Court has held as under:-

"41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale



of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.

45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the preexisting contract and rights executed between the parties in the larger public interest."

"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."

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

(ii) Objection with regard to scheme of the Act (specifically Sections 3, 4, 5, 11, and 34) dictates that the Authority's jurisdiction extends only to promoters and projects registered under the Act.

Respondent has raised an objection that the present complaint, as it pertains to an unregistered project of the respondent therefore the same is not maintainable under RERA Act, 2016. Complaint filed under Section 31 for violation of Section 11 (4)(a) and the Act nowhere provides that any aggrieved person of a registered project will file complaint. Also, the



provisions of the Act does not provides that it shall be applicable to allottees of registered project only. Particularly, Section 11 (4)(a) deals with the obligation of the promoter to deliver possession as per the agreement of sale. Said plea of respondent regarding rejection of complaint on ground of jurisdiction stands rejected. Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint. Jurisdiction in matters of unregistered projects has already been decided by the Authority vide its order dated 30.03.2022 in compliant case no. 191 of 2020 titled Mrs. Rajni & Mr. Ranbir Singh vs. M/S Parsvnath Developers Ltd. and same is followed in the present case as well. Relevant part is reproduced below:-

"Looked at from another angle, Promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Section 3 of the Act. The Argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot benefit of summary procedure provided under the RERA Act for redressal for their grievances. It is a classic argument in which in violator of law seeks protection of law by misinterpreting the provisions to his own liking.


14. The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual



allottee vis-à-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them acceptable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome”.

24. As per facts and circumstances complainant had booked a residential unit in the project of the respondents namely “Fit- Independent Residential Floors” situated in sector -57, Faridabad, Haryana. Floor buyer agreement was executed between the parties with respect to a unit bearing No. 1 A, Block-C, admeasuring 729.26 sq. ft. for a basic sale consideration of ₹24,97,550/- against which the complainants has paid an amount of ₹27,22,800/- till date. As per clause 6.2 of floor buyer agreement, execution of sale deed/conveyance deed and handover of possession of the said unit is proposed to be undertaken by the seller to the buyer at the end of 24 months from the date of issuance of allotment letter dated 20.03.2014, after all the necessary approvals and permissions have been obtained from competent authorities.

25. Complainants are aggrieved by the fact that despite a lapse of more than 12 years from the date of execution of the agreement, respondent has not delivered the possession of the booked unit.



26. Admittedly delivery of possession has been delayed beyond the stipulated period of time. The Relevant clause of the floor buyer agreement dated 08.04.2014 is reproduced herein

"As per clause 6.2 of the floor buyer agreement, execution of sale deed/conveyance deed and handover of possession of the said unit is proposed to be undertaken by the seller to the buyer at the end of 24 months from the date of issuance of allotment letter dated 20.03.2014, after all the necessary approvals and permissions have been obtained from competent authorities and upon completion of development of said colony, subject however, to the timely payment of total sale consideration and other dues/charges, if any, by the buyer and absence of force majeure circumstances or reasons which are beyond the control of the seller. If completion of development of said Colony including that of the said project and consequently, handover of possession of said Unit is delayed due to reasons attributable to Force Majeure circumstances, which inter alia includes but is not limited to war, enemy action, earthquake, act of God, delay in certain decisions/clearances, any notice, order, rules, notification of any Government or public authority or orders of a court of law, or non-availability of any materials due to market conditions or for any reason beyond the control of the Seller, then the Seller shall be entitled to a reasonable extension of time for making the offer of possession of the said Unit."

27. Therefore, the due date of completion of the unit shall be considered from 24 months from the issuance of allotment letter dated 20.03.2014, which in this case works out to 20.03.2016. Further, it is a matter of fact that the respondent promoter has till date not handed over possession, thus, the respondent has



failed to fulfil its obligation to handover the possession within stipulated/agreed time.

28. However, during oral arguments ld. counsel for the respondent submitted that occupation certificate has been obtained for the subject unit, and the same has been placed on record. Perusal of same reveals that the occupation certificate of the said unit has been issued on 03.07.2025 under Self Certification Policy *Memo No. Misc-2484-D/2022/34493-94, dated 16.11.2022*. Crucially, the respondent has failed to produce the official acknowledgment letter from the District Town Planner (DTP), Faridabad, regarding this self-certified occupation certificate. The absence of this vital verification creates a severe lacuna and casts a shadow of doubt on the validity and legitimacy of the OC submitted by the respondent. As per the observations recorded in the preceding paragraphs, lawful possession of the unit should have been delivered to the complainant by 20.03.2016. However, the respondent failed to obtain a valid occupation certificate within the stipulated period and, consequently, failed to offer lawful possession of the unit to the complainant in accordance with the terms of the agreement. It is admitted by the respondent that they applied for the occupation certificate only on 02.12.2016, well after the lapse of the due date and purportedly received it only on 03.07.2025, nearly a decade late. Even so, the received occupation certificate cannot be deemed valid or legally sustainable till date, as fundamental doubts persist regarding its authenticity and compliance in the absence of proper administrative clearance.



Furthermore, the complainants had already filed the instant complaint, exercising their legitimate right to exit the project, well before any valid offer of possession could be made by the respondent. A homebuyer cannot be expected to wait indefinitely for a defaulting promoter. This position is squarely protected by the law laid down by the Hon'ble Supreme Court in *M/s IREO Grace Realtech Pvt. Ltd. v. Abhishek Khanna & Ors. (2021) 3 SCC 241*. The Hon'ble Apex Court, while dealing with allottees where units were incomplete or where a valid occupation certificate was not in place at the time of the promised timeline (categorized under Chart B/Category B), unequivocally held that such buyers cannot be compelled to take possession after an inordinate delay and are fully entitled to terminate the agreement and seek a full refund. The facts clearly establish that the respondent was utterly unable to complete the project or secure the necessary statutory approvals within the promised timeline.

29. Complainants in this case does not wish to continue with the project on account of inordinate delay caused in delivery of possession and are hence seeking refund of paid amount along with interest as per RERD Act 2016. In such circumstances, complainants cannot be compel to wait any further and forced to accept the possession. Especially in light of the ratio of the law laid down by 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(s). 6745 - 6749 OF 2021, where the apex court has observed that in case of delay in granting possession as per agreement for sale, the allottee has an unqualified



right to seek refund of amounts paid to the promoter along with interest. 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.”

30. 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.

31. Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

“If the promoter fails to complete or is unable to give possession of an apartment, plot or building,- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly



completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason. He shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: 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"

Further, 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;

Rule 15 of HRERA 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 19J (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"

32.Hence, Authority directs the respondents to refund to the complainant the paid amount 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 SBI (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.

33. Authority has got calculated the interest on total paid amount from date of payments till date of order (and same is depicted in the table below:

| Sr. No. | Amount Paid (in ₹) | Date of Payments | Interest (in ₹) till 07.07.2026 |
|---------|--------------------|------------------|---------------------------------|
| 1. | 2,00,000/- | 05.03.2014 | 2,66,775/- |
| 2. | 2,77,987/- | 21.04.2014 | 3,66,934/- |
| 3. | 3,49,095/- | 31.05.2014 | 4,56,662/- |
| 4. | 3,49,095/- | 25.07.2014 | 4,50,981/- |
| 5. | 3,39,697/- | 03.09.2014 | 4,34,820/- |
| 6. | 2,38,994/- | 08.10.2014 | 3,03,442/- |
| 7. | 2,38,994/- | 19.11.2014 | 3,00,472/- |
| 8. | 2,38,994/- | 21.03.2015 | 2,91,845/- |

Ratna

| | | | |
|--------------|--------------------|------------|--------------------|
| 9. | 2,39,994/- | 09.09.2015 | 2,80,794/- |
| 10. | 2,50,000/- | 08.06.2018 | 2,18,367/- |
| Total | 27,22,800/- | | 33,71,092/- |

34. The complainants are seeking litigation expenses and compensation on account of unfair trade practices and deficiency in services. It is observed that 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 U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the aforementioned reliefs.

G. DIRECTIONS OF THE AUTHORITY

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

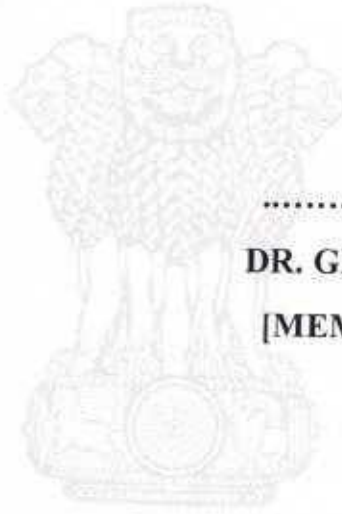
- i. Respondent is directed to refund the entire amount along with interest ₹29,70,940/- to the complainants as per the detailed discussion in para



33 of the order. Interest shall be paid up till the time period as provided under Section 2(za) i.e, till actual realization of amount.

- ii. A period of 90 days is given to the respondents 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.

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



Geeta Rathee

DR. GEETA RATHEE SINGH
[MEMBER]

सत्यमेव जयते

Panchkula