



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1030 OF 2023

Nidhi Sharma

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

2. COMPLAINT NO. 1031 OF 2023

Avishek Roy

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

3. COMPLAINT NO. 1032 OF 2023

Shaoni Dhar

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

S. Khatun

4. COMPLAINT NO. 1033 OF 2023

Bhanu Pratap DiwediCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

5. COMPLAINT NO. 1034 OF 2023

Jwala PrasadCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

6. COMPLAINT NO. 1035 OF 2023

Gyanendra SinghCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

7. COMPLAINT NO. 1037 OF 2023

Ravinder KumarCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)



8. COMPLAINT NO. 1038 OF 2023

RamotriCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

9. COMPLAINT NO. 1039 OF 2023

NeelamCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

10. COMPLAINT NO. 1040 OF 2023

Sumedha MauryaCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)

11. COMPLAINT NO. 1041 OF 2023

Rajneesh MalhotraCOMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.RESPONDENT(S)



12. COMPLAINT NO. 1042 OF 2023

Sunita Malhotra

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

13.COMPLAINT NO. 1044 OF 2023

Brijmohan Dhaundiyal

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

14.COMPLAINT NO. 886 OF 2023

Balkesh Kumar

....COMPLAINANTS

VERSUS

Iris Plaza Pvt. Ltd.

....RESPONDENT(S)

**CORAM: Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Date of Hearing: 07.05.2024

Hearing: 4th

Present: - Mr. Arun Sharma, Counsel for complainants (in both complaints).
Mr. Deepam Raghav and Neeraj Puri, counsel for respondent (in both complaints).



ORDER

1. Ld. counsel for the complainants submitted that arguments in captioned complaints are same therefore he is taking complaint no. 1030 of 2023 as lead case and putting forth arguments for the same.
2. Learned counsel for the complainant submitted that respondents have offered the fit out possession dated 12.01.2023 without receiving occupation certificate which is illegal. Respondent has demanded an additional amount of Rs. 6,14,527/- out of which Rs. 65,420/- have been charged for electricity in the said offer without providing any justification. He further submitted that respondents are charging interest on delayed payments at the rate of 15% p.a. He insisted upon possession of booked unit along with delay interest.
3. In rebuttal to the averments made by the ld. Counsel for the complainant, ld. Counsel for the respondent submitted that at the time of offering fit out possession, occupation certificate was applied but same was not granted as there was an issue of service plans. He stated that only fit out possession has been offered to the complainant and not offer of possession, fit out possession is generally offered to the complainants so that they can get interior works done in their flat till the time occupation certificate is received by the promoter.

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4. With respect to the contention of the complainant regarding charging of interest @15% p.a, Ld. Counsel for the respondent referred to clause 5(iii)(b) of the notification dated 19.08.2013 of Town and Country planning Department, Haryana annexed as annexure 2 of the reply. Clause 5(iii)(b) of the said is being reproduced for ready reference:

All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed application form alongwith 5% amount of the total cost of the flat. All such applicants shall be eligible for an interest at the rate of 10% per annum on the booking till the date of allotment of flat or refund of booking amount as the case may be. The applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount will be recovered in six equated six-monthly instalments spread over three-year period, with no interest falling due before the due date for payment. Any default in payment shall invite interest @15% per annum. The project-wise list of allottees shall also be hosted on the website of the Department

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5. He stated that as per the clause reproduced hereinabove respondents are not at fault in charging interest @ 15 % as complainant has not paid his installments in time.
6. In response to the allegation of the respondent with respect to not paying demand in time, ld. Counsel submitted that complainant has taken a loan from the bank and bank does not release payment until construction is completed by the builder/promoter.
7. On the last date of hearing dated 06.02.2024, Complainants were directed to file table of payments along with relevant proof in each complaint. In compliance to the aforesaid order, complainants have filed a document on 03.05.2024 in which it has been stated by the complainant that statement of account filed by respondent may be taken on record for date of payments. On perusal of the statement of account filed by the respondent it has been revealed that it does not have date of payments of paid amount of Rs. 25,09,084/- which are necessary for calculation on delay interest in this case.
8. Also, on perusal of statement of accounts in complaints no.s 1030 of 2023, 1031 of 2023, 1032 of 2023, 1033 of 2023, 1034 of 2023, 1035 of 2023, 1037 of 2023, 1038 of 2023, 1039 of 2023, 1040 of 2023, 1041 of 202, 1042 of 2023, 1044 of 2023 and 886 of 2023, it is found that there are discrepancies with respect to date of payments in these cases as well.

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9. Cases are adjourned to 03.09.2024 for filing table of payments along with relevant proof.


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CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]