



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 943 OF 2022

Girish Kumar BadgujjarCOMPLAINANT

VERSUS

Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing : 2nd

2. COMPLAINT NO. 984 OF 2022

Dilip Kumar BadhaiCOMPLAINANT

VERSUS

Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing : 2nd

3. COMPLAINT NO. 1181 OF 2022

Rajender Kumar Mehta and Anr.COMPLAINANT

VERSUS

Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing : 2nd

4. COMPLAINT NO. 1185 OF 2022

Anshuman AgarwalCOMPLAINANT

VERSUS

Ferrous Infrastructure Pvt. Ltd.RESPONDENT

Hearing : 2nd

CORAM: **Rajan Gupta**
 Dilbag Singh Sihag

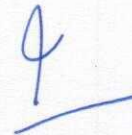
Chairman
Member

Date of Hearing: 26.07.2022

Present: - Mr. Dinesh Kumar Dakoria, learned counsel for the complainant through video conferencing (in all complaints)
 Mr. Sourabh Goel, learned counsel for the respondents through video conferencing (in all complaints)

ORDER (RAJAN GUPTA - CHAIRMAN)

1. Captioned complaints have been filed by complainants seeking relief of refund of the booked apartment along with interest as applicable as per rules for having caused delay in offering possession. Complaint no. 943 of 2022 is being taken as lead case.
2. Factual matrix of the case is that Complainant had booked a flat bearing no. 06, second floor in Tower T-3 admeasuring 876 sq. ft. in respondent's project "Beverly Homes" situated at Sector – 89, Faridabad by paying a booking amount of Rs. 2,00,000/- on 07.09.2010. Total sale consideration of the apartment was Rs. 18,08,000/- against which complainant has paid an amount of Rs. 19,15,720/- Both the parties signed builder buyer agreement on 15.11.2010. As per Clause 12 of the agreement, possession of the booked property was to be delivered within 24 months with a grace period of 180 days. Therefore, deemed date of possession in this case was 15.05.2013. However, no offer of possession has been made by respondent. Therefore, complainant



has sought relief of refund along with permissible interest as per Rule 15 of HRERA Rules, 2017.

3. Learned counsel for the complainant reiterated factual matrix of the case and argued during hearing that decision already taken by Authority in bunch of cases with lead case Complaint No. 843 of 2019 titled as Manoj Kumar Versus Ferrous Infrastructure Pvt. Ltd. squarely covers controversy involved in this complaint. Hence, these complaints may be disposed of in same terms.

4. Learned counsel for respondent states that the reply filed in Complaint case no. 843 of 2019 which was disposed of by Authority vide its order dated 12.05.2022 may be adopted in this case also. He however submitted that refund in this case should not be allowed as most of the units are ready for possession and 158 allottees have already taken the possession. Moreover, 57 families are already residing there.

In addition, respondent promoter has already applied for renewal of licence and renewal fee of Rs. 62.63 lacs has also been paid by him on 03.06.2022. EDC and IDC have also been fully paid. Bank guarantee for IDW to the extent of Rs. 85.24 lacs sought by DTCP is in process and will be provided in next 3-4 days to DTCP. Also, compliances of Rule 24, 26(2), 27 and 28 of Haryana Development and Regulation of Urban Area Rules, 1975 have been done till March, 2022 along with payment of fee of Rs. 4,94,000/-. Copy of same is annexed as annexure R-2 of the reply book. Respondent



further stated that Authority in its order dated 12.05.2022 had recorded that site is in dilapidated condition. Respondent has hired a contractor and work order of Rs. 88 lacs approximately has been given. Completion work at the site is going in full swing and respondent promoter would complete the project in next 3 months. Therefore, relief of refund may not be allowed.

5. Authority is satisfied that issues and controversies involved in all these complaints are of similar nature as the bunch of cases with lead case **Complaint No. 843 of 2019** titled as **Manoj Kumar Gupta Versus M/s Ferrous Infrastructure Private Limited**. Therefore, the captioned complaints deserves to be disposed of in terms of said order passed by Authority in Complaint no. 843 of 2019, which is reproduced below:

“20. In conclusion, Authority observes that project is not complete; OC has not been even applied for; services are highly deficient; project is in a dilapidated condition; even an offer of possession sans occupation certificate also has not been made; statement of account has not been furnished; and no effort has been made to take the project further even after filing of captioned complaints in 2019, therefore, right of the complainants to seek refund of the money paid by them along with applicable interest as per rules cannot be denied.”



6. Authority accordingly orders refund of the money paid by the complainants along with interest @ 9.8 % as shown in the table below-

Sr. No.	COMPLAINT NO.	DATE OF AGREEMENT	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)	INTEREST CALCULATED FROM DATE OF RESPECTIVE RECEIPTS TILL DATE OF ORDER i.e., 26.07.2022 (In Rs.)	TOTAL AMOUNT TO BE REFUNDED BY RESPONDENT (In Rs.)
1.	943 of 2022	15.11.2010	19,15,720/-	20,99,978/-	40,15,698/-
2.	984 of 2022	12.07.2010	17,17,036/-	19,33,424/-	36,50,460/-
3.	1181 of 2022	08.06.2010	21,52,156/-	23,88,581/-	45,40,737/-
4.	1185 of 2022	25.02.2012	53,12,174/-	52,26,996/-	1,05,39,170/-

Respondent shall pay entire amount to the complainant within 90 days of uploading this order on web portal of the Authority.

7. **Disposed of.** File be consigned to the record room after uploading of this order on the web portal of the Authority.

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 RAJAN GUPTA
 [CHAIRMAN]

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 DILBAG SINGH SIHAG
 [MEMBER]