



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in
COMPLAINT NO. 1374 OF 2020

Amit Garg

....COMPLAINANTS(S)

VERSUS

Rama Krishna Buildwell Private Limited
(Divine City Gannaur)

....RESPONDENT(S)

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 13.07.2022

Hearing: 4th (in both cases)

Present: Mr. Samarth Monga, Counsel for the complainant.

Mr. Hemant Saini and Mr. Himanshu Monga, Counsel for the respondent.

ORDER: (DILBAG SINGH SIHAG-MEMBER)

While initiating his arguments, ld. counsel for the complainant briefed facts of the case. Builder Buyer Agreement (BBA) was executed between the parties for an apartment bearing no. 502, 5th floor in the respondent's project Presidia heights, Divine City, Gannaur on 25.10.2012. Due date of offer has not been specified in the agreement. Complainants alleges that they have so far paid an amount of Rs. 8,10,210/- against basic sale price of Rs.

31,43,700/-. Complainant sent various letters for cancelling his booking and refund of his amount.

2. In support of the contention that complainants have paid an amount of Rs. 8,10,210/- complainant has submitted receipts of payments.

3. Complainant has prayed for refund of the amount paid by him along with interest on the ground that respondents have inordinately delayed completion of project.

4. Respondent has not filed his reply even after availing three hearings in this case. Ld. counsel for the respondent submitted that respondent is ready to refund the paid amount along with interest.

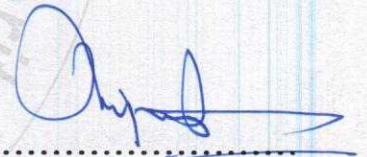
5. Declared policy of this Authority in all such cases where the projects are not complete nor likely to be completed within foreseeable future and extraordinary delay has already been caused from due date of offer of possession, is that complainants are entitled to relief of refund as they cannot be forced to wait for completion of project for endless period.

In these circumstances, it has been observed by the Authority that by virtue of section 18 of RERA Act,2016 allottee is within his right to ask for refund as such when unit is not ready and no timeline is being committed by the respondent for handing over of possession. Allottee cannot be forced to wait for an indefinite period for possession of booked unit. So, Authority deems it a fit

case for allowing relief of refund. Accordingly, Authority grants relief of refund of paid amount to the complainants along with interest as per Rule 15 of HRERA Rules, 2017 i.e., SBI MCLR+2% (9.70%) from the respective dates of making payment till the actual realization of the amount.

6. In furtherance of aforementioned observations, Authority directs the respondent to refund the entire principal amount of ₹8,10,210/- to the complainant apart from permissible delay interest.

Interest has been calculated from the date of making payments by the complainant up to the date of passing of this order (13.07.2022) at the rate of 9.70%. Now, respondent shall pay total ₹8,10,210/- + ₹7,77,487/- to the complainant within a period prescribed under Rule 16 of HRERA Rules i.e., 90 days in two equal instalments. **Disposed of** in above terms. File be consigned to record room.



RAJAN GUPTA
(CHAIRMAN)



DILBAG SINGH SIHAG
(MEMBER)