BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	**2602/2021**
Date of filing complaint:	**06.07.2021**
First date of hearing:	**03.09.2021**
Date of decision :	**30.08.2022**

1 2	Rashmi Singhal Sudhanshu Singhal **R/o**: A1-207, Tower 2, Silver City 2, Sector Pi 2 Greater Noida -201310	**Complainants**
	Versus	
	Haamid Real Estates Private Limited R/O: The Masterpiece, Sector 54, Golf Course Road, Gurugram	**Respondent**

CORAM:	
Dr. KK Khandelwal	**Chairman**
Shri Vijay Kumar Goyal	**Member**
APPEARANCE:	
Sh. Manoj Yadav (Advocate)	Complainants
Sh. Harshit Batra (Advocate)	Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of

the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S.No.	Heads	Information
1.	Name of the project	"The Peaceful Homes", Sector 70A, Gurgaon
2.	Project area	8.38 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	16 of 2009 dated 29.05.2009 valid upto 28.08.2024 73 of 2013 dated 30.07.2013 valid upto 09.07.2019
5.	Name of licensee	Haamid Real Estates Pvt. Ltd.
6.	RERA Registered/ not registered	63 of 2019 dated 22.10.2019
7.	RERA registration valid up to	31.12.2019
8.	Application form	16.04.2013 (Page 23 of reply)
9.	Allotment Letter	13.05.2013 (AnnexureR-2 Page 48 of the reply)
10.	Unit no.	A051, 5th floor, Tower A (Page 57 of the Reply)
11.	Unit area admeasuring	2350 sq. ft. (super area) (Page 57 of the Reply)

12.	Date of execution of Flat Buyer's Agreement	30.05.2014
13.	Possession clause	**11 (a) Schedule for Possession of the Unit** "The company endeavours to hand over the possession of the Unit to the Allottee within a period of **36 (Thirty-Six) months from the date of commencement of construction of the Project, which shall mean the date of commencement of the excavation work at the Project land** and this date shall be duly communicated to the Allottee ("commitment period"). The Allottee further agrees and understands that the Company shall **additionally be entitled to a period of 6 (six) months after the expiry of the said commitment period** to allow for any contingencies or delays in construction including for obtaining occupation certificate of the Project from the Government Authorities. (Emphasis supplied)
14.	Date of commencement of excavation	21.04.2014 (Taken from the project details)
15.	Due date of possession	21.04.2017 (Calculated from the date of excavation)
16.	Total sale consideration	Rs. 1,57,94,788/- (Page 127 of the reply)

17.	Amount paid by the complainants	Rs.1,54,06,343/- (As alleged by the complainant)
18.	Date of filing of complaint before NCLT seeking refund of the paid-up amount	10.09.2019
19.	Amount received by complainant in pursuant to order dated 09.10.2019 passed by NCLT	Rs. 77,57,888/- (SOA at page 127 of the reply)
20.	Occupation certificate /Completion certificate	29.10.2019 (Page 119 of reply)
21.	Offer of Possession	27.11.2019 (Page 121 of reply)

B. Facts of the complaint:

3. That the complainants made a booking in the residential project being developed by Advance India Projects Limited having their registered office as 232B, 4th Floor, Okhla Industrial Estate, New Delhi, 110020 on 27.06.2012 and then the project was transferred to its 100% subsidiary company namely Haamid Real Estates Private Limited i.e respondent having registered office as 232B, 4th Floor, Okhla Industrial Estate, New Delhi, 110020, through letter dated 04.10.2012.

4. The booking was done by the complainants in the residential project, namely " The Peaceful Homes" situated in Sector 70A, Gurugram (erstwhile Gurgaon), Haryana, India. An allotment letter was issued by the respondent on 13.05.2013 to the complainants wherein they were allotted residential apartment bearing No. A051, 5th Floor, Tower A having a Super Built up area

of 218.32 sq. meter (2350 sq. ft.) for a sale consideration calculated at the rate of Rs. 6993.23 per sq ft. of Super Area (inclusive of applicable Service Tax) of the said apartment inclusive of BSP, EDC, IDC, PLC, IFMS, Club Membership and 2 nos. car parking. The complainants paid a booking amount of Rs.10,00,000/- on 27.06.2012 vide cheque numbers 000156 / 021868 drawn on ICICI bank against the demand date of 06.06.2012 by the respondent. Before the allotment letter was issued on 13.05.2013, the respondent had already received a total sum of Rs. 36,07,274

5. That the respondent demanded Rs. 14,51,803/- on 10.05.2014 as the instalment on commencement of excavation which was duly paid (Rs. 14,47,427/-) by the complainants on 19.05.2014. A buyer agreement was executed between the parties on 30.05.2014 for the said apartment for a total sale value of Rs.1,64,34,093/-. Till the execution of the buyer agreement, the complainants had paid a total sum of Rs. 50,54,701/- equal to 31% of the total cost of the apartment. The complainants have made payment to respondent aggregating to Rs. 1,54,06,343/- on various dates. Out of the total sum paid till date to the respondent, Rs. 48,74,784/- were paid from own resources and balance was paid through home loan disbursed by ICICI Bank on which the due instalment is regularly paid by the complainants.

6. The complainants took a loan of Rs.1,06,00,000/- from ICICI Bank for purchasing the said unit on 18.02.2015 with the frequency of monthly payments for a loan tenure of 204 months against loan account no. LBGUR00002357701. Till date, ICICI Bank has disbursed Rs. 1,05,31,631/- against the various demands raised

by the respondent. It is submitted that there was no delay of any kind by the complainants to pay the demands raised by respondent and all demands were duly paid on or before time.

7. That even after H-RERA coming in force in 2016, the said project was registered by the respondent on 22/10/2019 vide registration number GG/369/101/ 2019/63 a month before of receiving the occupancy certificate.

8. That there was an inordinate delay on handing over the possession of the said apartment, as a result, a request was submitted by the complainants on 09.08.2019 and subsequently on 22.08.2019 seeking refund of the entire amount paid of Rs.1,54,06,343/- paid till date along with lawful interest from the date of payment within 10 days from the date of the receipt of the letter but met with no response.

9. That, it is submitted that since the possession of the said unit did not take place even after the inordinate delay, there is an existence of default on the part of respondent. It is liable to pay to complainants according to Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017.

10. That, it is submitted that as "Time is the essence" as mentioned in flat buyer agreement and hence "time of possession" of the said unit was also the essence of the agreement. The maximum period for possession completed on 10.11.2017 as per the flat buyer agreement and since then there is a further inordinate delay of 24 months (almost 2 years) in getting the occupancy certificate and offering possession.

11. The complainants filed an application in Hon'ble NCLT on 10.09.2019 under Section 7 of the I & B Code 2016 as the respondent was not able to refund the money showcasing that it has gone into cash flow insolvency.

12. That during the pendency of the petition under I & B Code 2016 in Hon'ble NCLT, it was acknowledged by the learned Adjudicating Authority that any amount raised from an allottee under a real estate project would be deemed to be an amount having commercial effects of borrowing. in clause (8), in sub-clause (f), of section 5 of the Code. The Hon'ble NCLT ordered the respondent to refund 50% of the money on 09.10.2019.

13. The respondent filed reply in Hon'ble NCLT on 21.10.2019 admitting the money payable and praying that it is ready to refund the money amounting to Rs. 2,22,79,948/- in three tranches. The respondent adhered to the order of Hon'ble NCLT dated 09.10.2019 by submitting the drafts totalling to Rs.77,03,172/- which were duly handed over to the complainants 22.10.2019.

14. That the respondent submitted before Hon'ble NCLT on 27.11.2019 that it has received the occupancy certificate and while the complainants were firm on not taking the possession and insisted on compliance with the directions passed by the Adjudicating Authority on 09.10.2019.

15. That during the course of hearing, the respondent received occupancy certificate, but does not imply that it could have been thrust upon the complainants. Within six days, the respondent changed the stance from being ready to refund to compelling the complainants to take possession even after inordinate delay.

16. It is submitted that the order by Hon'ble NCLT was reserved in the said appeal on 29.11.2019 after listening to arguments. But through an ordinance on 28.12.2019, section 7(1) of I & B Code was amended.

17. That certain real estate allottees filed an appeal against the said amendment of I & B Code in Hon'ble Supreme Court in January 2020.On 22.01.2020, Hon'ble NCLT directed the complainants to amend the application in accordance to the ordinance.

18. That the complainants searched the website / webpage of H-RERA and the respondent for details of the allottees so as to approach them to fulfill the requirement of the I & B Code. The complainants also wrote emails to respondent to provide the list of the allottees but met with no response.

19. That the judgment was delivered by Hon'ble Supreme Court in January 2021 in said petition no. WP(C) No. of 26 of 2020 upholding the ordinance and putting onus on RERA for the details of the allottees.

20. That it is submitted that the Hon'ble Supreme Court held that "Section 11(1)(b) of RERA makes it mandatory for the promoter to make available information regarding the bookings." The Hon'ble Supreme Court also held that " If there is any defiance of the law by the promoters, the allottees are not helpless. They can seek proper redress in the appropriate forum."

21. It was held by Adjudicating Authority that "in the considered view of Hon'ble NCLT, the appropriate forum means RERA which is empowered to enforce the provisions contained under the Act."

22. That it is submitted that the complainants submitted an application in H-RERA on 15.03.2021 praying for the list of allottees of the respondent and after constant and rigorous follow up, the list was made available on email without the contact details on dated 03.04.2021.

23. That it is submitted that had the ordinance not been there or if the list would have been there with contact details, in all likelihood, the respondent would have been admitted under Section 7 of I & B Code by the Hon'ble NCLT. The appeal of the complainants was dismissed by Hon'ble NCLT due to non-compliance of the guidelines held by Hon'ble Supreme Court while upholding the amendment in Section 7 of I & B Code.

24. That the respondent offered the possession of the allotted unit on 27.11.2019 but before that the complainants had already send a letter to it for refund of the money leading to filing this complaint seeking refund of the deposited amount.

C. Relief sought by the complainants:

25. The complainants have sought the following relief(s):

i. Direct the respondent to refund the entire amount collected from the complainants towards the apartment sale consideration.

ii. Direct the respondent to pay interest at the prescribed rate on the principal amount of Rs 1,54,06,343/- from the date of each payment till 22.10.2019 when 50% of the principal was refunded to the complainants.

iii. Direct the respondent to pay interest at the prescribed rate on the balance principal amount of Rs 77,03,172/- from 22.10.2019 till the amount along with interest at the prescribed rate is actually returned to the complainants.

iv. Direct the respondent to pay a sum of Rs.1,00,000/- to the complainants towards the cost of litigation.

D. Reply by respondent:

The respondent-builder by way of written reply made the following submissions:

26. That the complainants being interested in the project of the respondent applied for provisional allotment of a residential unit no. A051 on 05th Floor in Tower "A" admeasuring super area 2350 sq. ft. vide an application form dated16.04.2013 and received the allotment of the unit vide an allotment letter dated 13.05.2013. Consequently, a buyer's agreement was executed between the parties on 30.05.2014.

27. The complainants mortgaged the unit to ICICI and accordingly, ICICI created a lien over the unit. It was agreed by the complainants that they would not deal with the unit in a manner that may be prejudicial to ICICI, and that prior written consent has to be taken of ICICI, as evident from the permission to mortgage dated 02.03.2015. In stark contravention to the same, neither ICICI has been made a party, nor any consent has been put on record with the authority of the complainants by ICICI and accordingly, the present proceedings, if continued would gravely hamper the interests of ICICI and its lien over the unit.

28. That the complainant had filed a company petition (IBC) no. IB-2270/ND/2019 before the National Company Law Tribunal, New Delhi (Court V) on 10.09.2019 to initiate corporate insolvency resolution under section 7 of the I.B.C. Act against Haamid Real Estates Private Limited.

29. That vide direction in Order dated 09.10.2019, the respondent was directed to deposit half of the amount in favour of the allottee /financial creditors. In compliance of the same, the respondent /financial debtor paid a total sum of Rs. 77,03,172 to the allottees. That, thereafter, vide Order dated 23.03.2021, the proceedings before the Hon. NCLT were held to be "not maintainable" and were dismissed.

30. That the Hon. NCLT had partly granted the relief to the complainants and directed the respondent to deposit half of the amount in favour of the financial creditor/complainants sought before the Hon. NCLT. When the petition before the Hon. NCLT was held to be non-maintainable, any order/direction passed by the Court in the said proceedings cannot continued to be valid. It is a settled principle of law that the interim order merge in the final order and if the case is not maintainable, the complainants cannot derive benefit out of the interim order of the Court as it automatically stands nullified. Accordingly, the complainants are bound to pay back the deposited amount of Rs. 77,03,172 to the respondent.

31. That as per clause 11(a) of the agreement, the due date for delivery of possession was 36 months from the date of start of construction with a grace period of 6 months. The date of

commencement of construction being 10.05.2014, the due date turns out to be 10.11. 2017.

32. That the construction activities were adversely affected by various construction bans, lack of availability of building material, regulation of the construction and development activities by the judicial authorities including NGT in NCR on account of the environmental conditions, restrictions on usage of ground water by the High Court of Punjab & Haryana, demonetization etc. and other force majeure circumstances. But despite that the respondent completed the construction of the project diligently and timely, without imposing any cost implications of the aforementioned circumstances on the complainants and demanded the dues only as per the payment plan categorically and mutually agreed between the parties.

33. That the respondent rightly applied for occupation certificate on 18.03.2019 and consequently, the same was obtained on 29.10.2019. Only after obtaining the occupation certificate, the respondent rightfully offered possession of the said unit to the complainants on27.11.2019.

34. That as per Clause 12 of the agreement, the complainants were obligated to take the possession of the unit within 30 days from the date of issuance of notice of offer of possession but failed in taking the possession of the unit as per their contractual obligations and also violated the provisions of the Act.

35. That furthermore, the complainants were obligated to make payments against the unit. The total amount to be paid (exclusive of the stamp duty and other charges) was Rs. 1,39,98,950/-. The

total demand against the unit including the stamp duty and other charges stands to Rs. 1,67,78,391 excluding tax and statutory charges, as is evident from the account statement dated 05.03.2022. The payment of the monies was required to be made as per the stages of payment agreed to in the payment plan. Moreover, it was the obligation of the complainants to make the payments against the unit.

36. That upon non-payment of monies, the complainants were served with a number of reminders for making the payment, but they failed in doing so. Thus the respondent sent reminders and demands from the year 2014 – 2017, but with no positive results

37. That it is important to note that the occupancy certificate was obtained on 29.10.2019. It is a settled principal of law that the occupancy certificate marks the habitable state of the unit. Now, it has been almost 2.5 years the occupancy certificate has been received and the possession has been offered to the allottees. So directing refund would be gravely pre-judicial to not just to the respondent but also the numerous allottees of the project. It may also be important to note that the proceedings before NCLT began on 9.10.2019, i.e., when the occupancy certificate had already been applied. In a number of pronouncements, the Hon. Authority has held that no refund can be granted after the development of the respective unit and receipt of occupation certificate and the project being occupied by about 346 families.

38. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint

can be denied on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

39. The plea of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

40. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11***
>
> *.....*
>
> *(4) The promoter shall-*
>
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to*

the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

41. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

42. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c) 357 and*** *reiterated in case of* ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022***wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of*

Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

43. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainants:

F.1 Direct the respondent to refund the entire amount collected from the complainants towards the apartment sale consideration.

F.II Direct the respondent to pay interest at the prescribed rate on the principal amount of Rs 1,54,06,343/- from the date of each payment till 22.10.2019 when 50% of the principal was refunded to the complainants.

F.III Direct the respondent to pay interest at the prescribed rate on the balance principal amount of Rs 77,03,172/- from 22.10.2019 till the balance principal along with interest at the prescribed rate is actually returned to the complainants.

44. All these issues being interconnected are being taken together.

45. It is not disputed that the complainants booked a unit in the above-mentioned project of the respondent leading to execution of buyer's agreement on 30.05.2014. The total sale consideration of the unit was fixed Rs. 1,57,94,788/-. The complainants paid a

sum of Rs. 1,54,06,343/- against the total sale price of the unit. The due date for completion of the project and offer of possession as per buyer's agreement dated 30.05.2014 was fixed as 21.04.2017. Neither the respondent - builder completed the project by that date nor offered possession of the allotted unit to them. So, they made a request to the promoter seeking refund of the paid-up amount besides interest vide letter date 09.08.2019 followed by reminder dated 22.08.2019. When nothing materialized in that direction, then the complainants filed a complaint under the Consumer Protection Act 1986 before NCLT New Delhi on 10.09.2019 seeking refund of the paid-up amount besides interest. Though in pursuant to orders date 09.10.2019 passed by NCLT New Delhi, they were paid Rs. 77,57,888/- by way of different demand drafts but for remaining obligations against the builder, they were relegated to the authority.

46. It is contended on behalf of the builder that the allotted unit has been offered to the complainants on 27.11.2019 after receiving occupation certificate of the project on 29.10.2019. So, the claimants are not entitled to any relief of refund of the paid-up amount. But the plea taken in this regard is not tenable. The allottees have already expressed their intention to withdraw from the project and sought refund by filing request dated 09.08.2019 followed by reminder dated 22.08.2019. When nothing materialized, they moved NCLT by way of complaint who allowed refund of half of the paid-up amount and relegated them to this authority. Thus, the case of complainants is covered under section 18(1)(a) of the act of 2016 as the promoter failed to complete the project by the due date and offer of possession of allotted unit to

them. Moreover, the present complaint is in continuation of the case filed before NCLT seeking refund. Hence, the complainants are entitled to the remaining amount due besides interest from the promoter.

47. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited** Vs **State of U.P. and Ors.** (supra) reiterated in case of **M/s Sana Realtors Private Limited & other** Vs **Union of India & others** SLP (Civil) No. 13005 of 2020 decided on 12.05.2022, it was observed as under

> *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.*

48. The promoter is responsible for all the obligations, responsibilities, and functions under the provisions of the Act of

2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as they wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

49. This is without prejudice to any other remedy available to the allottees including compensation for which they may file a separate application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.

50. The authority hereby directs the promoter to return the amount received by him after adjustment of amount already paid as per orders of NCLT to the tune of Rs. 77,57,888/- paid on 09.10.2019 along with interest at the rate of 10% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 (ibid).

F.IV Direct the respondent to pay a sum of Rs.1,00,000/- to the complainants towards the cost of litigation.

51. The complainants are seeking above mentioned relief w.r.t. compensation. 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 Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of litigation expenses.

G. Directions issued the Authority:

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

i. The respondent/ promoter is directed to return the amount received by it Rs. 1,54,06,343/- after adjustment of amount of Rs. 77,57,888/-already paid as per orders of NCLT dated on 09.10.2019 along with interest at the rate of 10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 from the date of each payment till the actual date of refund of the deposited amount.

ii. A period of 90 days is given to the respondent to comply with the orders of authority and failing which legal consequences would follow.

53. Complaint stands disposed of.

54. File be consigned to the Registry.

(Vijay Kumar Goyal)
Member

(Dr. KK Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.08.2022