



**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no. : 644 of 2020
First date of hearing: 25.03.2020
Date of decision : 14.09.2022

Hari Chand Sharma

R/O : H. no. 207, Sector-21A,
Faridabad

Complainant

Versus

M/s Parsvnath Hessa Developers Private Limited
Office: Parsvnath Metro Tower,
Near, Shahdara Metro Station,
Shahdara, Delhi 110032

Respondent

CORAM:

Shri K.K. Khandelwal
Shri Ashok Sangwan
Shri Sanjeev Kumar Arora

Chairman
Member
Member

APPEARANCE:

Sh. Rajesh Sharma (Advocate)
Sh. Dhruv Gupta (Advocate)

Counsel for the complainant
Counsels for the Respondent

ORDER

1. The present complaint dated 07.02.2020 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 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 provision 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 unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name and location of the project	"Parsvnath Exotica", sector-53, Gurgaon
2.	Nature of the project	Group Housing
3.	DTCP license no.	69 to 74 of 1996 dated 30.05.1996 valid up to 02.05.2019 (area 33.51 acre) 52 to 57 of 1997 dated 14.11.1997 valid up to 13.11.2019 (area 4.61 acre) 191 of 2007 dated 20.06.2007 valid up to 19.06.2024 (area 53.54 acre) 1079-1080 of 2006 dated 28.08.2006 valid up to 01.09.2019 (area 4.99 acre)
4.	RERA Registered/ not registered	Not registered
5.	Unit no.	B6-1203PH, 12 th floor, Tower B6 [page no. 11 of complaint]
6.	Unit admeasuring area	6805 sq. ft. of super area [page no. 11 of complaint]
7.	Date of booking	15.02.2012 (as alleged by the complainant, page 3 of complaint)
8.	Allotment letter	N/A
9.	Date of builder buyer	28.08.2012

	agreement	[annexure P-1, page 28 of complaint]
10.	Possession clause	<i>10 (a) Construction of the flat is likely to be completed within a period of thirty-six (36) months of commencement of construction of the particular Block. In which the flat is located or 24 months from the date of booking of the flat. Whichever is later, with a grace period of six (6) months, on receipt of sanction of building plans/revised building plans and approval of all concerned authorities including the Fire Service Deptt.,....."</i>
11.	Date of start of construction	Not Provided
12.	Due date of possession	15.08.2014 (Calculated from the date of booking of the flat) *Note: Date of commencement of construction of the particular block is not given in file. So, due date is calculated from the date of booking of flat as per agreement)
13.	Basic sale price	Rs.6,06,32,550/- [page 11 of complaint]
14.	Total amount paid by the complainant	Rs. 5,08,29,596/- [as per customer ledger page 51 of complaint]
15.	Occupation certificate	Not obtained

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That on 15.02.2012 the complainant booked a flat/penthouse in the project of the respondent and the first installment of Rs. 15,00,000/-

towards the basic sale price paid in terms of the advance booking for the flat/penthouse was made by the original buyer herein referred to the respondent. That both the parties further entered into a flat buyers agreement in Delhi on 28.08.2012.

- II. That various payments were made by the complainant towards the demand raised by the respondent through cheques bearing nos. 62129, 160320, 399346, 497502 and 767611 between dated 15.02.2012 to 04.06.2012 amounting to Rs. 5,08,29,596/- in order to take the possession of the flat. The respondent had also offered the complainant SPL DP Plan of 10% rebate. According to the plan, the complainant had to pay the above mentioned amount in order to purchase the above said flat.
- III. That as per clause 10(A) of the flat buyers agreement the possession was to be handed over to the complainant within 24 Months of the booking of the flat with 6 months of extension period. But the respondent has failed to handover the possession of the flat as more than 60 months haven been elapsed.
- IV. That as per clause 10(C) of the flat buyers agreement if in case of delay beyond the period as stipulated the respondent was liable to compensate the buyer @Rs. 107.60 per sq. meter or @Rs. 10/- per sq. ft. of the super built area of the flat per month for the period of delay.
- V. That the respondent company has failed to develop and complete the project in accordance with the sanctioned plans and specifications as approved by the competent authorities. It is on account of such defects that the project is delayed. It would not be wrong to mention here that a similar complaint has been filed against the respondent before this

authority having complaint no. **CR/555/2019** titled as **Rajesh Sharma Vs Parsavnath Hessa Developers Pvt. Ltd** in which the authority has appointed a team of engineer executives as Local commissioner to check the status of the project. Vide dated 22.08.2019, the local commissioner has filed the report before the authority from which it is clear that the respondent has failed to comply with the flat buyers agreement as only 50% of the work had been completed till date and the rest is still pending and waiting for further conformation/approvals from the Government. The delay has been for over 5 years and still only 50% of the work has been completed which clearly reflects unlikely business approach of the respondent. Hence, the present complaint filed before the authority seeking refund the paid up amount.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - I. Direct the respondent to refund/return the above mentioned amount amounting to Rs. 5,08,29,596/- in full to the complainant being the consideration paid by the complainant for the flat/penthouse.
 - II. Direct the respondent to pay interest @24% per annum compounded quarterly on the amount of Rs. 5,08,29,596/- being the amount by the complainant with the respondent from the respective date of payments made by the complainant.
 - III. Direct the respondent to pay Rs. 1,00,00,000/- towards the damages and Rs. 2,00,000/- towards the litigation cost.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds.
- a. That at the outset, it is submitted that the averments made in the complaint under reply may be considered to have been specifically denied and controverted, unless specifically admitted hereinafter.
 - b. That it is submitted that the project construction is already completed. The competent authority has already been granted occupancy certificate for the part of the project of 11 (Eleven Towers) and for remaining part (5 Towers) has been awaiting for getting occupancy certificate from the competent authority.
 - c. That respondent company under various collaboration agreements/ development agreements had planned to develop the project land and in pursuance to the same, 18 towers were planned to be developed. It is submitted that out of the said 18 towers, 11 towers were duly developed and completed and the occupancy certificate has already been received with respect to these 11 towers on 21.04.2010, 13.03.2011 and 31.10.2011 respectively. It is further stated that the occupancy certificate with respect to remaining 03 (Three) towers i.e. D4, D5 & D6 has already been applied for on 01.11.2011 for which review was also filed by the respondent on 24.11.2017. It is worthwhile to mention that the part occupancy certificate application with respect to 02 (Two) Towers No. B1 and C4 was also applied on 13.08.2013 before DTCP. Furthermore, it is pertinent to place on the record that the review letter for OC of the above-mentioned 5 Towers (D4, D5, D6, B1 & C4) was again filed on 11.02.2019 before the Competent authority. It is further submitted that appropriate and



relevant reports from the Office of DTP; STP; PHE, and external services have been forwarded to Department of Town & Country Planning, (HQ), Chandigarh, Haryana.

- d. The Occupancy Certificate (OC) applied for 5 towers is not being granted by DTCP for want of beneficiary interest/right in favour of the developer under the policy dated 18th February, 2015. It is pertinent to state that in principal DTCP has accorded his approval on the transfer of the beneficiary interest in favor of the developer. However, the formal approval is in process.
- e. That respondent company has applied for RERA registration of the part of the said project with respect to tower no. B6 in which the complainant's apartment is located along-with tower B5 and EWS with Haryana RERA authority wherein the revised declaration date of handing over the possession of the project is stipulated as 31.12.2019 as also confirmed in the RERA registration affidavit cum declaration. It is also submitted that tower B6 has been completed as per the applicable building bye laws and prevailing norms & the respondent has been putting its best efforts to complete the remaining final finishing work in this tower as earliest.
- f. It is pertinent to state that tower no. B6 in which the flat of the complainant is located, the super-structure has been completed. It is submitted that the respondent has duly completed all the construction work/development work in the part of the project and tower B6. It is further pertinent to state that all the basic facilities and amenities like electricity, water, club and swimming pool are duly available at the



project site which is duly adequate with respect to the current occupancy at the project site.

- g. It is pertinent to state that due to pendency of the beneficiary interest in favour of the respondent company, the delay is being caused in handing over the possession of the flat. It is respectfully submitted that the respondent has been pursuing the authority with all its best & possible efforts to get the formal approval. However, the same is still pending with the concerned authority. It is respectfully submitted that the respondent company shall immediately handover the possession of the flat upon receipt of the part occupancy certificate from the competent authority. It is appropriately submitted that the entire project has developed in complete adherence of the building bye laws & norms which has been prevailing in Haryana.
- h. The complainant has purchased willingly & voluntarily said flat from the open market or secondary market for exclusively investment purpose and hence they cannot be treated as a real buyer. It is pertinent to mention that being the strategic location of this project then this is categorized the heaven for the investment purpose. Therefore, the same has been done by the complainant itself. It is submitted that the complainant was aware of the status of the project at the time of purchasing the same from the open or secondary market.
- i. It is respectfully submitted that the flat was initially booked by one Mr. Praveen Gupta and thereafter the complainant entered into an agreement to sell and executed affidavit for the purpose of entering into the shoes of the initial allottee. It is submitted that the original



allottee requested the respondent for transferrin the flat in favour of the complainant herein. It is submitted that the respondent being a customer oriented organization agreed to the request of the original allottee and the agreement was endorsed in favour of the complainant herein.

- j. That the complainant had purchased the said flat from open or secondary market with its own free will, consent & consciousness. He was well aware about the status of the construction at the time of purchasing the said flat from open or secondary market. He purchased the said flat in question for investment purpose only and hence they cannot be treated as real consumers.
- k. That without prejudice to the fact that there is no delay on part of the respondent in fulfilling its obligations under the agreement executed between the parties. It is submitted that the delay and modifications, if any have been caused due to the delay caused by the appropriate Govt. authorities in granting the requisite approvals, which act is beyond the control of the respondent. It would like to worth to mention that the respondent has been diligently pursuing the matter with various authorities and hence no delay can be attributed to the respondent.
- l. That it is humbly submitted that, adjudicating officer/authority is deprived of the jurisdiction to go into the interpretation of, or rights of the parties inter-se in accordance with the apartment buyer's agreement signed by the complainant/allotment offered to them. It is a matter of record and rather a conceded position that no such agreement, as referred to under the provisions of said Act or said rules, has been executed between the complainant and the



respondent. Rather, the agreement that has been referred to, for the purpose of getting the adjudication of the complaint, is the apartment buyer agreement dated 28.08.2012, executed much prior to coming into force of said Act or said rules. The adjudication of the complaint for interest and compensation, as provided under Sections 12, 14, 18 and 19 of said Act, has to be in reference to the agreement for sale executed in terms of said Act and said rules and no other agreement. This submission of the respondent *inter alia*, finds support from reading of the provisions of the said Act and the said rules. Thus, in view of the submissions made above, no relief can be granted to the complainant. The complainant has paid Rs. 5,08,29,596/- till date to the respondent.

- m. That part project has already been completed and the respondent is in process of applying the part occupation certificate of tower B-6. The approval regarding the transfer of beneficial interest & marketing rights were framed on 18.02.2015 being under suspension till 31.01.2017 is pending. Hence, grant of refund of the deposited amount etc. is not justifiable & tenable at this advance stage of the project.
- n. The respondent being customer oriented organization has always put its best endeavor to complete the project in time despite all the odds being faced by the respondent which resulted into the fact that out of 18 towers, 11 towers have been duly delivered to the allottees after obtaining the requisite occupancy certificate and the respondent has offered the possession of the flat for fit-outs purposes in rest 6 towers.
- o. That it is worthy to mention here that the respondent company has invested a huge amount on the construction and development of the



said project and in case the refund is allowed to the complainant, it would cause financial loss to the project as well as loss to the genuine customers in the said project.

p. That the delay in handing over the possession of the apartment was caused only due to the various reasons which are beyond the control of the respondent company. Following important aspects are relevant which are submitted for the kind consideration of this authority:

1. *Lack of adequate sources of finance.*
2. *Shortage of labour.*
3. *Rising manpower and material costs.*
4. *Approvals and procedural difficulties.*
5. *There was extreme shortage of water in the region which affected the construction works.*
6. *There was shortage of bricks due to restrictions imposed by Ministry of Environment and Forest on bricks kiln.*
7. *Unexpected sudden declaration of demonetization policy by the Central Government, affected the construction works of the Respondent in a serious way for many months. Non-availability of cash-in-hand affected the availability of labours.*
8. *Recession in economy also resulted in availability of labour and raw materials becoming scarce.*
9. *There was shortage of labour due to implementation of social schemes like National Rural Employment Guarantee Act (NREGA) and Jawaharlal Nehru Urban Renewal Mission (JNNURM).*
10. *Now due to the Pandemic COVID-19 since the labourers migrated to their respective native places there is acute shortage of labourers which is adversely affecting the construction of the Project.*

All the above problems are beyond the control of the respondent. It may be noted that the respondent had at many occasions orally communicated to the complainant that the construction activity at the subject project had to be halted for some time due to certain unforeseen circumstances which were completely beyond the control of the respondent.

q. That the complainant is a chronic defaulter in making payment on time contrary to the agreed terms. In this regard, respondent company has issued many reminders to the complainant.



- r. That it is respectfully submitted that on this floor where the complainant's pent house is there consists of only three pent house. Further, we would like to inform that the complainant was duly communicated vide letter no. PHDPL/B6-PH3/Exotica/Exotica/262 dated 29.09.2014 that allotted unit has been renumbered from B1-1203PH to B6-PH3 for separate identification being a Pent House as well as the area & location of the unit remain unchanged. Moreover the other terms & conditions of flat buyer agreement will remain same.
- s. It is submitted that the flat buyer agreement delineates the respective liabilities of the complainant as well as the respondent in case of breach of any of the conditions specified therein. In this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.
- E. Jurisdiction of the authority**
8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

10. 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.

11. 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 complainant at a later stage.
12. 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 (Civil), 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.”

13. 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 complainant.

F. I Direct the respondent to refund/return the above mentioned amount amounting to Rs. 5,08,29,596/- in full to the complainant being the consideration paid by the complainant for the flat/penthouse.

FII Direct the respondent to pay interest @24% per annum compounded quarterly on the amount of Rs. 5,08,29,596/- being the amount by the complainant with the respondent from the respective date of payments made by the complainant

14. That the complainant booked a flat/pent house bearing no.: B6-1203PH, in the project on 15.02.2012. As per the flat buyer agreement, dated 28.08.2012 the basic price of the flat/penthouse was Rs. 5,45,69,295/- after the **SPL DP PLAN OF 10% REBATE** on total cost of the flat, excluding other charges. The said flat/penthouse had to be completed within 24 months from the date of booking (with a grace period of 6 months) i.e., 15.08.2014. The complainant has paid all installments on various dates upon installments call demands aggregating to Rs. 5,08,29,596 /-. On 29.01.2020, the matter was filed before the adjudication officer, Gurugram, with complaint no. RERA-GRG-644-2020. The site was inspected in another pending case of *Mr. Rajesh Sharma Vs. Parasnath Hessa Developers Private Limited (RERA-GRG-555-2019)* to report the work progress of the flat/penthouse, it was stated in the report that the work progress in tower B6 is approximately done up to 55-60% only as on 27.05.2019. Even after approx. 8 years from the due date of possession the construction of the flat/penthouse was not completed. Now, more than 10 years has been lapsed from the date of booking the flat/penthouse. The complainant has also taken a bank loan to purchase the flat/penthouse. After more than 10 years he has not received the possession of the said flat/penthouse, nor the huge hard-earned money that he has been paid i.e. Rs. 5.08 Cr. Approx..
15. The respondent submitted in its reply that tower no. B6 in which the flat of the complainant is located, the super-structure has been completed. It is submitted that the respondent has duly completed all the construction work/development work in the part of the project and tower B6. It is further pertinent to state that all the basic facilities and amenities like electricity, water, club and swimming pool are duly available at the project

site which is duly adequate with respect to the current occupancy at the project site. That part project has already been completed and the respondent is in process of applying the part occupation certificate of tower B-6. The approval regarding the transfer of beneficial interest & marketing rights were framed on 18.02.2015 being under suspension till 31.01.2017 is pending. Hence, grant of refund of the deposited amount etc. is not justifiable & tenable at this advance stage of the project

16. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016. The due date of possession as per date of booking as mentioned in the table above is 15.08.2014 and there is delay of 5 years 5 months 23 days on the date of filing of the complaint.
17. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021:***

"... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait

indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project.....”

18. 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:

“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.

19. The promoter is responsible for all 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 allottee, as he wishes 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.

20. This is without prejudice to any other remedy available to the allottee including compensation for which he may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.
21. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 5,08,29,596/-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 III. Direct the respondent to pay Rs. 1,00,00,000/- towards the damages and Rs. 2,00,000/- towards the litigation cost.

22. The complainant is also seeking 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 complainant is advised to approach the adjudicating officer for seeking the relief of litigation expenses.


F. Directions of the authority

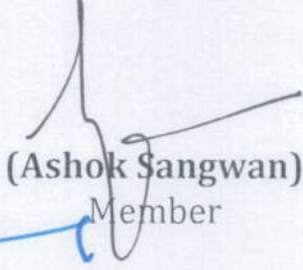
23. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):


- i. The respondent is directed to return the amount received by him i.e., Rs. 5,08,29,596/-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.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

24. Complaint stands disposed of.

25. File be consigned to registry.


(Sanjeev Kumar Arora)
Member


(Ashok Sangwan)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.09.2022