



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

Complaint no. : 820 of 2021
First date of hearing: 28.04.2021
Date of decision : 13.01.2023

Pramendra Mor
R/O : House no. 699/21, Street no. 5
Kailash Colony, Rohtak-124001

Complainant

Versus

1. M/s Pareena Infrastructure Pvt. Ltd.
through its Managing Directors Surender
Verma & Virender Verma
Office: C-7A, Second Floor, Omaxe City
Centre, Sector-49, Sohna Road, Gurugram-
122018

2. Manish Dabas
Office : Shop no. 52, Huda Market, Sec-31,
Urban Estate, Gurugram-122003

3. Housing Development Finance
Corporation (HDFC)
Office : Raman House, HT Parekh Marg,
169, Backbay Reclamation, Churchgate,
Mumbai-400020

Respondents

CORAM:

Shri Vijay Kumar Goyal
Shri Sanjeev Kumar Arora

**Member
Member**

APPEARANCE:

Sh. SS Hooda (Advocate)
Sh. Prashant Sheoran (Advocate)

**Counsel for the complainant
Counsel for the respondent no. 1**

ORDER

1. The present complaint dated 24.02.2021 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 of the project	"Coban Residences", sector-99A, Gurgaon
2.	Project area	10.5875 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	10 of 2013 dated 12.03.2013
	Validity of license	11.06.2024
5.	Name of the licensee	Monex Infrastructure Pvt. Ltd.
6.	Rera registered/not registered	Registered Vide no. 35 of 2020 issued on 16.10.2020
7.	RERA registration valid up to	11.03.2022 + 6 months = 11.09.2024
8.	Provisional allotment letter	26.03.2014 [page 55 of complaint]
9.	Unit details	T6-1603 (page 55 of complaint)
10.	Unit area admeasuring	1550 sq. ft
11.	Date of MoU	18.03.2016
12.	Tripartite agreement	December 2015 (page 95 of complaint)
13.	Date of execution of BBA	08.07.2014 (page 58 of complaint)
14.	Possession clause	3.1: <i>That the developer shall, under normal conditions, subject to force majeure, complete</i>



		<i>construction of Tower/Building in which the said flat is to be located with 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans.</i>
15.	Grace period clause	<i>5.1: In case within a period as provided under clause 3.1, further extended by a period of 6 months if so, required by the developer, the developer is unable to complete construction of the said flat as provided hereinabove to the flat allottee(s) who have made payments as required for in this agreement, then the flat allottee(s) shall be entitled to the payment of compensation for delay at the rate of Rs. 5/- per sq. ft. per month of the super area till the date of notice of possession as provided hereinabove in this agreement.</i>
16.	Date of start of construction	01.10.2014 (taken from another file of the same project)
17.	Due date of possession	01.10.2018 (grace period is not allowed) *Note: calculated from the date of start of construction.
18.	Total sale price	As per BBA: Rs.1,07,88,550/- excluding tax As per MoU of subvention payment plan: Rs. 95,98,150/-
19.	Amount paid by the complainants	Rs. 72,45,741/- (page 1 of promoter information by respondent) (Rs. 51,81,705/- paid by financial institution)
20.	Occupation certificate /Completion certificate	Not received
21.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
 - I. That the complainant booked a unit in the project upon payment of Rs. 5,00,000/- and acknowledged by the respondent vide receipt bearing no. COB-387/2014. Vide provisional allotment letter dated 26.03.2014, the



respondent allotted a unit bearing no. T6-1603 in the aforesaid residential project in the name "Coban Residences" alongwith a request letter of even date for payment of Rs. 9,46,726.40/- within 60 days from the date of booking and which was promptly paid by the complainant duly received and acknowledged by the respondent vide receipt bearing no. 699 dated 29.05.2014.

- II. That in consonance with the aforesaid application for booking, registration an allotment letter dated 26.03.2014 after provisional allotment of the said unit, the respondent through its duly authorized person Surender Verma executed an apartment buyer agreement dated 08.07.2014 with the complainant.
- III. That in performance of his part of contractual obligations in terms with the aforesaid apartment buyer agreement dated 08.07.2014, somewhere in the month of December 2015, the complainant availed home loan facility of Rs. 75,00,000/- from the respondent no. 3 (HDFC) i.e. financial institution by executing a tripartite agreement in the month of December 2015.
- IV. That as per statement of account for the period from 01.04.2016 to 28.11.2020, out of the total amount of Rs. 75,00,000/- approved by the financial institution, an amount of Rs. 51,81,705/- had been disbursed to the complainant.
- V. That initially the complainant had chosen the possession linked payment plan at the basic sale of Rs. 6,000/- per sq. ft., but later on when he realized that the progress of the construction was at a very slow pace and the respondent was not likely to handover the actual, physical & vacant possession of the said unit complete in all respects to him at any cost even after completion of 4 years from the date of execution of the agreement dated 08.07.2014 i.e. on or before 08.07.2017, he spoke to the respondent



no. 2, whereupon he advised the complainant to convert his possession linked payment plan to subvention scheme, to avoid payment of any money till handover of possession of the said unit upon further payment of Rs. 4,00,000/- and reduce the basic sale price of the unit from Rs. 6000/- per sq. ft. to Rs. 5350/- per sq. ft., thus reducing the total sale price of the said unit to Rs. 95,98,150/- and other charges, consequent to which upon payment of Rs. 4,00,000/- in cash to the respondent no. 1, the complainant and developer executed a memorandum of understanding dated 18.03.2016.

- VI. That as per clause (b) of the aforesaid MoU dated 18.03.2016, the respondent undertook to offer of possession of the said unit complete in all respects in terms with the apartment buyer agreement dated 08.07.2014 within a period of 36 months from the date of its execution i.e. on or before 08.07.2017 and if due to any force majeure conditions, the offer of possession of the said unit gets delayed, the respondent undertook to pay the pre-emi only to the buyer even after 36 months till offer of possession of the same.
- VII. That as the complainant had opted for no. pre-emi till possession scheme and in terms of the said MoU, he was not to pay any emi till offer of possession of the said unit by the developer, but for adjustment of interest over the capital amount disbursed to the complainant. The respondent failed to offer possession within the prescribed period of 36 months and the financial institution started charging the interest from the complainant reimbursed by the respondent.
- VIII. That as clause 1.2(b)(iii)(a) in terms with the addendum agreement dated 18.03.2016, the total sale price of the said unit including the BSP, PLC, EDC, IDC, car parking charges, community club membership charges, towards deferment of payment and any other charge that may be levied at the time



of handover of possession was reduced to Rs. 95,98,150/-, payable by the complainant in terms to the aforesaid the addendum agreement.

- IX. As per addendum agreement dated 18.03.2016, the respondent acknowledged having received a sum of Rs. 24,11,726/- as on 18.03.2016, besides which, the developer also received a sum of Rs. 51,81,705/- directly from the financial institution in terms with the tripartite agreement & loan agreement executed between the complainant, respondent & financial institution.
- X. That from 18.07.2017 to 30.04.2020, the complainant approached various officials of respondent with a request for handing over the actual possession of the said apartment in terms with the aforesaid buyer agreement personally as well as making voluminous correspondence by emails from 07.08.2018 to 30.08.2020, but the respondent has continuously been putting off the matter on one pretext or the other. The respondent is not in a position to deliver the actual possession of the said apartment to the complainant even after elapse of a 5 years.
- XI. That despite various visits and correspondents through emails stated above, the respondent is paying no heed to the just and legal request of the complainant nor it shall ever be in position to discharge its contractual obligations in terms with the booking form, allotment letter, apartment buyer agreement, MoU and addendum to apartment buyer agreement executed with the complainant in future and as such, he is left with no efficacious remedy to redress his grievances but to approach this authority by filing the instant complaint.
- C. Relief sought by the complainant:**
4. The complainant has sought following relief(s).



- I. **Direct the respondent to refund the amount of Rs. 24,11,726/- so far along with interest @24% per annum to the complainant as per the principles of equity and natural justice, as the developer/builder made a provision to pay interest @24% per annum compounded quarterly in the event of delay in taking over possession of the said flat in terms with clause 6.1 of the apartment buyer agreement dated 08.07.2014.**
 - II. **Direct the respondent to return the amount of Rs. 51,81,705/- received from the financial institution along with interest to enable the complainant to discharge of his liability towards the financial institution in terms with the tripartite agreement and loan agreement in all respects.**
5. Despite due service, none turned on behalf of respondents no. 2 & 3.
 6. 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 no. 1**
7. The respondent has contested the complaint on the following grounds.
 - a. That the construction of the said project is at advanced stage and the construction of various towers has already been completed and remaining work is endeavored to be completed as soon as possible. It is crystal clear that the project is near completion and within a very span of period, it would be completed and thereafter, possession shall be offered after obtaining occupancy certificate as agreed in builder buyer agreement.
 - b. That quite conveniently certain facts have been concealed by the complainant. The concealment has been done with a motive of deriving undue benefit through an order which may be passed by this authority at the respondent. It is submitted till 30.09.2021, the respondent has already provided benefit of worth Rs. 27,49,763/- and the amount reimbursed by the respondent till Nov. 2021 is Rs. 17,42,263/-.



- c. That the respondent continues to bonafidely develop the project in question despite there being various instances of non-payments of installments by various allottees. This clearly shows unwavering commitment on the part of the respondent to complete the project. Yet, various frivolous petitions, such as the present one seriously hampers the capability of the respondent to deliver the project as soon as possible. The amounts which were realized from the allottees have already been spent in the development work of the proposed project. On the other hand, the respondent is still ready to deliver the unit in question on due completion to the complainant, of course, subject to payment of due installments and charges.
- d. That the complainant himself has admitted the fact that an addendum has been executed between the parties in the year 2016. It is submitted that even in the said addendum, the complainant duly acknowledged and admitted the fact that on happening of events in force majeure clause, the respondent is entitled to extension of date of delivery of possession. The complainant now filed the present complaint in breach of builder buyer agreement and addendum as well. Thus he has no right to seek any sort of relief. It is submitted that there is no such provision under any law that only one party is bound by the agreement. Since, the complainant also agreed with the terms and conditions of builder buyer agreement and thereafter to addendum, so he is also bound by the same. Thus as per terms of said agreement, the complainant is not entitled to seek refund of the entire amount.
- e. That other than above stated factors there are lot of other reason i.e. NGT orders of various dates, Environment pollution (Prevention and control) Authority orders, Haryana State Pollution Control Board orders and Municipal Corporation Gurugram orders, which hampred the



progress of construction of project and in many cases complete stoppage of construction work.

- f. That other than these, there are several other orders of the hon'ble supreme court in Nov 2019 wherein it was ordered that "With respect to demolition and construction activities, we direct that no demolition and construction activities take place in Delhi and NCR region. In case, it is found that such activity is done, the local administration as well as the municipal authorities including the zonal commissioners, deputy zonal commissioners shall be personally held responsible for all such activities. They have to act in furtherance of the court's order and to ensure that no such activity takes place" That said order was revoked by Hon'ble supreme court in Feb 2020 whereby it was ordered that "The restriction imposed vide order dated 04.11.2019 is recalled. As per the norms, the work can be undertaken during day and night by all concerned, as permissible. Application for direction is, accordingly, disposed of.
- g. That the situation of COVID pandemic is in the knowledge of everyone. Since march 2020 till now, our country has seen mass migration of labour, complete lockdown in whole of the country, curfews and several other restrictions. That situation seriously hampered the construction progress in real estate sector. From march 2020 till now, there have been several months where construction work was completely stopped either due to nationwide lock down or regional restrictions. The metro cities like Gurgaon and Delhi suffered from a major outburst of COVID cases and deaths in such a number which can't be comprehended. There has been severe dearth of labour due to state imposed restrictions. The developers were helpless in these times since they had no alternative but to wait for the situation to come under control. Even RERA extended



the time limits for completion of project vide notification dated 26.05.2020, by 6 months. But the aforesaid was the period evidencing the first wave but the relaxation in restrictions were seen at fag end of year 2020 however soon thereafter our country saw a more dangerous variant of COVID from the month of March 2021 and only recently restrictions have been lifted by the government. The whole of this consumed more than 11 months wherein 2/3 time, there could be no construction and rest of the time construction progressed at very slow pace to several restrictions imposed by state government on movement and number of person allowed etc.

- h. That the complainant himself acknowledged the fact that the company shall not be responsible or liable for not performing any obligation if such performance is prevented, delayed or hindered by any act not within the reasonable control of the company in the initial builder buyer agreement and again in addendum to agreement 18.03.2016. Thus, the complainant is bound by the terms of agreement and cannot ignore the terms of buyer's agreement and its addendum. The respondent duly explained the reason and all these circumstances were beyond the control of respondent. Even the Hon'ble adjudicating officer already opined in similar matters that even if completion of project is delayed to some extent and the respondent explained the delay and if refund is allowed in such a way, the same may hamper entire project.
- i. That it is the admitted fact that the builder buyer agreement was executed between the parties on 08-07-2014. However, certain extremely important facts were concealed by the complainant while drafting the present complaint. The complainant has intentionally provided details of payments only but concealed the facts whether the payments were made on time or not or whether the amount alleged to



be paid is paid by complainant only. It is submitted that the amount alleged to be paid by complainant consist of amount paid by respondent which was credited in his account over a period of time and complainant has no right to seek refund of the amount which was paid by respondent itself. However, the complainant intentionally did not attach the payment receipts showing the amount paid by him and the amount credited by respondent. Even out of total amount alleged to be paid, a larger portion was paid by bank through whom the complainant had taken loan. It is submitted that respondent has already paid to the complainant/financial institution an amount of Rs. 17,42,263.00/- as subvention interest.

- j. That other than this, the complainant in his complaint himself admitted that he obtained loan from the HDFC bank and even executed tripartite agreement. Thus, the complainant has no right to seek refund in his name. In such cases if refund is granted, then, it would be absolutely against the justice. It is also submitted that even out of total amount paid by complainant, a major portion was paid as taxes and charges like EDC, IDC to government. Thus the said amount can't be claimed from respondent. It is pertinent to mention here that whatsoever amount was received by respondent qua construction as already been utilized for construction and any sort of refund would be against natural justice.

8. No reply has been filed by the respondent no. 2 & 3.
9. 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



10. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

11. 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

12. 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.

13. 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.



14. 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."

15. 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.

E. Finding on objections raised by the respondent

E. I Objection regarding force majeure conditions:

16. The respondent/developer alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions



such as orders of Hon'ble Supreme Court of India to curb pollution in NCR, various orders passed by NGT, EPCA and non-payment of instalment by different allottees of the project but all the pleas advanced in this regard are devoid of merit. The apartment buyer's agreement was executed between the parties on 08.07.2014 and as per terms and conditions of the said agreement, the due date of handing over of possession comes out to be 01.10.2018. The events such as Hon'ble Supreme Court of India to curb pollution in NCR and various orders passed by NGT, EPCA were for a shorter duration of time and were not continuous as there is a delay of more than three years. Even some happenings took place after due date of handing over of possession. Thus, the promoter-respondent cannot be given any leniency based on aforesaid reasons and plea taken by respondent is devoid of merit.

17. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as ***M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020*** dated 29.05.2020 has observed as under-

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."

18. The respondent/builder was liable to complete the construction of the project and the possession of the said unit was to be handed over by 01.10.2018 (calculated from date of start of construction i.e. 01.10.2014, this date of start of construction of project is taken from similar complaint of this project) and is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much



prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

F. Findings on the relief sought by the complainant.

F. I Direct the respondent to refund the amount of Rs. 24,11,726/- so far along with interest @24% per annum to the complainant as per the principles of equity and natural justice, as the developer/builder made a provision to pay interest @24% per annum compounded quarterly in the event of delay in taking over possession of the said flat in terms with clause 6.1 of the apartment buyer agreement dated 08.07.2014.

F. II Direct the respondent to return the amount of Rs. 51,81,705/- received from the financial institution along with interest to enable the complainant to discharge of his liability towards the financial institution in terms with the tripartite agreement and loan agreement in all respects

19. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and is 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 plot 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.
20. The due date of possession as per agreement for sale as mentioned in the table above is **01.10.2018** and there is delay of 2 years 4 months 23 days on the date of filing of the complaint.
21. 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....."

22. 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 reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others (Supra)***, 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."

23. 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.

24. The authority hereby directs the respondent-builder to return the amount received by him i.e., **Rs. 72,45,741/-** along with interest at the rate of 10.60% (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*. Out of total amount so assessed, the amount paid by the bank/payee be refunded in the account of bank and the balance amount along with interest would be refunded to the complainant.

G. Directions of the authority

25. 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-builder is directed to refund to the complainant the amount received by him i.e., **Rs. 72,45,741/-** along with interest at the rate of 10.60% (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 that amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.



- ii. The respondent-builder is further directed that out of total amount so assessed, the amount paid by the bank/financial institution i.e., respondent no. 3 on behalf of the complainant to it be refunded upto date to that financial institution and the balance amount along with interest be refunded to the complainant.
- iii. A period of 90 days is given to the respondent-builder to comply with the directions given in this order and failing which legal consequences would follow.

26. Complaint stands disposed of.

27. File be consigned to registry.


(Sanjeev Kumar Arora)
Member


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.01.2023