



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

Complaint no. : 4590 of 2021
Complaint filed on : 10.12.2021
First date of hearing : 27.01.2022
Order reserved on : 06.01.2023
Order pronounced on : 15.03.2023

M/s Krishi Rasayan Exports Pvt. Ltd.
through its AR Mr. Rachit Agarwal
Regd. Office- 1115, Hemkunt Tower, 98,
Nehru Place, NewDelhi-110019

Complainant

Versus

M/s Krrish Realtech Pvt. Ltd.
Office at: Basement 1, Elegance Tower,
Plot No.8, District Centre Jasola, New Delhi-110025

Respondent

CORAM:

Shri Vijay Kumar Goyal
Shri Ashok Sangwan
Shri Sanjeev Kumar Arora

Member
Member
Member

APPEARANCE:

Sh. Vikas Deep
Sh. Aditya Rathee

Advocate for the complainants
Advocate for the respondent

ORDER

1. This complaint 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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit/plot and project related details

2. The particulars of unit/plot 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	"Krrish World", Sector 60-65, Gurugram, Haryana
2.	Nature of the project	Residential plotted colony
3.	Project area	141.781 acres
4.	DTCP license no.	64 of 2010 dated 02.12 2015
5.	RERA registered/ not registered	Not registered
6.	Allotment letter dated	30.11.2012 [Page 9 of complaint]
7.	Plot no.	1G26 [Page 9 of complaint]
8.	Plot admeasuring	300 sq. yds. [Page 9 of complaint]
9.	Date of builder buyer agreement	Not executed
10.	Due date of possession	30.11.2015 <i>In Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018); MANU/SC/0253/2018 Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with</i>



		<p><i>compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.</i></p> <p>In view of the above-mentioned reasoning, the date of signing of allotment letter ought to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 30.11.2015.</p>
11.	Total sale consideration as per provisional allotment letter	Rs. 1,31,40,000/- [BSP- Rs.75,60,000, + PLC- Rs. 18,00,000, + EDC/IDC- Rs. 37,80,000] [Page 9 of complaint]
12.	Amount paid by the complainant	Rs. 84,42,000/- [Page 8 and 11 of complaint]
13.	Completion certificate	Not obtained
14.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- That the respondent is a promoter, engaged in the business of real estate development. The respondent represented the general public that the respondent is in the process of developing the township named as 'Krrish World' in Sector 60, 61, 62, 63 and 65.
 - That on the basis of representations made by the respondent, the complainant got booked a residential plot measuring 300 sq. yards



at basic sales price of Rs.25,200/- per sq. yards. Apart from BSP, the further amount towards EDC/ IDC were also payable. It was also assured by the respondent that the buyer agreement shall be executed at later stage. That the respondent never offered any buyer agreement at any point of time.

- iii. That the complainant had paid the amount of Rs. 22,00,000/- against receipt dated 11.03.2011. That the respondent, vide allotment letter dated 30.11.2012, allotted the plot no.1G26, in the aforesaid township of the respondent and also raised the demand of payments. That the complainant had deposited the demanded amount of Rs. 62,42,000/- vide cheque no. 714740 dated 01.12.2021. In this way, the complainant deposited the total amount of Rs. 84,42,000/- way back in the year 2012.
- iv. That despite lapse of about nine years from the purchase/ bookings, the respondent did not intimate the status of project, did not offer any buyer's agreement and also failed to offer the possession. Hence, there is complete deficiency and illegality on part of the respondent.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to refund the amount paid to him and to pay the statutory interest, on amount deposited from their respective deposits till its realisation, in the interest of justice.
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 contested the complaint on the following grounds:

- i. That Brahma City Pvt. Ltd. proposed to develop a residential township namely "Brahma City" in Sectors 60, 61, 62, 63 & 65, Gurgaon, Haryana. The Directorate, Town and Country Planning, Haryana, ("DTCP") granted Letter of Intent (hereinafter referred to as "the LOI") dated 27.05.2010 to Brahma City Pvt. Ltd. on land admeasuring 151.931 acres in Sectors 60, 61, 62, 63 & 65, Gurgaon, Haryana for the said residential township.
- ii. That thereafter the Directorate, Town and Country Planning, Haryana, ("DTCP") issued a license bearing no. 64 of 2010 dated 21.08.2010 to Brahma City Pvt. Ltd. on land admeasuring 151.569 acres in Sectors 60, 61, 62, 63 & 65, Gurgaon, Haryana for the development of the said residential township.
- iii. That Brahma City Pvt. Ltd. in the month of December 2010 applied for an additional license for an area admeasuring 35.956 acres in the Sector 60, 61, 62, 63, and 65 for setting up a plotted colony.
- iv. That in the month of the February 2011, the complainant approached and applied to the respondent to buy a plot at the said residential township of Brahma City Pvt. Ltd. The complainant paid a total amount of Rs.74,42,000/- to the respondent.



- v. That at the time of grant of license, the building plans and all necessary documents were submitted to the concerned authorities. However, in the year 2011, it came to the knowledge of the authorities that a gas pipeline of Indian Oil Corporation is marked on the layout plan of the residential township and thus necessary modification were required in the building plans. Further, there was also an issue with respect to the alignment of 66 KV High Tension wires passing over the said layout plan submitted and approved by the DTCP.
- vi. That in view of the aforementioned facts and circumstances, the respondent was forced to re-submit the revised plans taking into consideration reduced area, the Indian Oil Corporation gas pipeline and line alignment of 66KV High Tension wires passing over the lay out plan.
- vii. That since 2011-2013, the respondent could not start the development on the above said project because the layout plan was itself in question due to de-license of land admeasuring 4.287 acres, alignment of 66KV HT Line, realignment of sector roads near junction of Sector, 62,63,64 and 65 and due to gas pipeline. Thus, as stated above, the respondent could not start development on the said project and the respondent cannot be held liable/responsible for any act beyond its control.
- viii. That because of the above force majeure reasons cited above, the respondent was forced to re-submit the revised plans taking into



consideration the de-license of area and also the IOC gas pipeline, which took considerable period and it was only in year 2014, the provisional layout plan was issued to the respondent.

- ix. That certain disputes arose between respondent and Brahma City Pvt. Ltd. and others, pertaining to the affairs and management of Brahma City Pvt. Ltd. and implementation of the project of Brahma City Pvt. Ltd. Accordingly, both the parties filed petitions before the Hon'ble Company Law Board, Delhi. The parties settled their disputes and entered into a settlement agreement dated 06.08.2012. In view of the settlement agreement, the petitions were disposed by the Hon'ble Company Law Board, Delhi vide order dated 09.08.2012. The settlement agreement was subsequently amended vide addendum dated 31.10.2015.
- x. That one M/s. Fondant Propbuild filed a writ petition (C.W.P. No. 27665/2013) titled M/s. Fondant Propbuild versus State of Haryana and Others before the Hon'ble High Court of Punjab and Haryana for quashing of the license bearing no. 64 of 2010 dated 21.08.2010 issued in favour of Brahma City Pvt. Ltd. The Hon'ble High Court vide order dated 17.12.2013 directed to maintain status quo on the said land of the said residential township of Brahma City Pvt. Ltd. The Hon'ble High Court vide order dated 03.02.2014 modified the interim order and clarified that the interim order is qua land admeasuring 15.4268 acres only and the private owners of the undisputed lands may continue the



development works at their own risk and responsibility and subject to the outcome of the writ petition. It is pertinent to bring to the notice of this hon'ble authority that in view of the condition put by the Hon'ble High Court and risk and uncertainty, the respondent was unable to move ahead with the development of the said residential township project.

- xi. That the Directorate, Town and Country Planning, Haryana vide letter dated 08.05.2014 provisionally approved the revised demarcation plan cum lay out plan subject to outcome of the aforementioned Writ Petition No. 27665/2013 pending before the Hon'ble High Court of Punjab and Haryana.
- xii. That the Hon'ble High Court of Punjab and Haryana vide final order dated 05.02.2015 quashed the license bearing no. 64 of 2010 dated 21.08.2010 and remanded back the matter to the Directorate, Town and Country Planning, Haryana to consider the application of Brahma City Pvt. Ltd. a fresh.
- xiii. That aggrieved by the said order dated 05.02.2015 passed by the Hon'ble High Court of Punjab and Haryana, the respondent filed a Special Leave Petition (Special Leave to Appeal No. 4115/2015) before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India vide order dated 13.03.2015 disposed of the Special Leave Petition and directed the Directorate of Town and Country Planning, Haryana to consider the application of Brahma City Pvt.



Ltd. uninfluenced by the observation, if any, in the impugned judgment.

- xiv. That in compliance of the direction of the Hon'ble High Court of Punjab and Haryana in writ petition no. 27665/2013 vide order dated 05.02.2015 and the Hon'ble Supreme Court of India in Special Leave to Appeal No. 4115/2015 vide order dated 13.03.2015, the Directorate of Town and Country Planning, Haryana considered the application of Brahma City Pvt. Ltd. afresh and directed Brahma City Pvt. Ltd. to fulfil certain requirements before restoration of license for an area admeasuring 141.781 acres for the said residential township of Brahma City Pvt. Ltd.
- xv. That Brahma City Pvt. Ltd. duly complied with the direction of the Directorate of Town and Country Planning, Haryana and accordingly the Directorate of Town and Country Planning, Haryana vide order dated 02.12.2015 restored the license no. 64 of 2010 for an area admeasuring 141.66875 acres of land to Brahma City Pvt. Ltd. for the said residential township. Vide the said order the Directorate of Town and Country Planning, Haryana also in principal approved the revised layout-plan-demarcation plan and invited objections and suggestions from existing allottees.
- xvi. That after considering the objections and suggestions of the allottees and others, the Directorate of Town and Country Planning, Haryana vide letter dated 07.07.2017 approved the



layout demarcation plan and zoning plan in an area of 141.66875 acres in license no. 64 of 2010 dated 21.08.2010.

- xvii. That DTCP rejected the application for grant of additional license vide its order dated 20.06.2017 and the same is well within the knowledge of the complainant.
- xviii. That in view of the reduction of total land from 151.569 acres to 141.66875 acres of land for the whole project and also not allowing the application for additional license by the concerned authorities, the respondent could not allot plot to the complainant.
- xix. That in view of the circumstances beyond its control, the respondent was unable to develop and allot a residential plot in the township to the complainant. That the complainant has paid only a sum of Rs.74,42,000/- only to the respondent. Keeping in view the best interest of the complainant, the respondent is ready and willing the refund the amount of Rs.74,42,000 /- to the complainant with an interest.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions 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)(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.*** **SCC Online SC 1044** decided on 11.11.2021 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. Furthermore, the said view has been reiterated by the Division Bench of Hon'ble Punjab and Haryana High Court in "***Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021.*** The relevant paras of the above said judgment reads as under:

"23) The Supreme Court has already decided on the issue pertaining to the competence/power of the Authority to direct refund of the amount, interest on the refund amount and/or directing payment of interest for delayed delivery of possession or penalty and interest thereupon being within the jurisdiction of the Authority under Section 31 of the 2016 Act. Hence any provision to the contrary under the Rules would be inconsequential. The Supreme Court having ruled on



the competence of the Authority and maintainability of the complaint before the Authority under Section 31 of the Act, there is, thus, no occasion to enter into the scope of submission of the complaint under Rule 28 and/or Rule 29 of the Rules of 2017.

24) The substantive provision of the Act having been interpreted by the Supreme Court; the Rules have to be in tandem with the substantive Act.

25) In light of the pronouncement of the Supreme Court in the matter of M/s Newtech Promoters (supra), the submission of the petitioner to await outcome of the SLP filed against the judgment in CWP No.38144 of 2018, passed by this Court, fails to impress upon us. The counsel representing the parties very fairly concede that the issue in question has already been decided by the Supreme Court. The prayer made in the complaint as extracted in the impugned orders by the Real Estate Regulatory Authority fall within the relief pertaining to refund of the amount; interest on the refund amount or directing payment of interest for delayed delivery of possession. The power of adjudication and determination for the said relief is conferred upon the Regulatory Authority itself and not upon the Adjudicating Officer."

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)**, and the division bench of Hon'ble Punjab and Haryana High Court in "**Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others. (supra)**", the authority has the jurisdiction to entertain a complaint seeking refund of the amount paid by allottee alongwith interest at the prescribed rate.

F. Findings on the relief sought by the complainant

Reliefs sought by the complainant: Direct the respondent to refund the amount paid to him and to pay the statutory interest, on amount deposited from their respective deposits till its realisation, in the interest of justice.



15. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject plot along with interest at prescribed rate as per provisions of section 18 of the Act. Section 18(1) of the Act is reproduced below for ready reference:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

16. The counsel for the complainant states that the complainant is seeking refund of the amount deposited and the respondent while filing the written reply has also agreed to refund the amount of Rs.74,40,000/-. But the actual amount deposited is Rs.84,42,000/- and both payments have been paid through cheques the details of which are filed in the complaint and are not disputed and hence the respondent be directed to refund the above amount alongwith prescribed rate of interest. Further the counsel for the complainant clarifies that the matter before the Hon'ble Supreme Court is pending only for allocation of plots and



the complainant through above complaint is not seeking any plot or possession, rather has come only for allowing the refund of the amount paid by the complainant to which the respondent has also agreed to refund in the same.

17. On hearing dated 06.01.2023, the respondent was directed to file written submissions within 7 days for clarifying and confirming the amount paid by the complainant for which refund is to be allowed. It was further held that if no response is received from the respondent in next 7 days, the amount quoted and claimed by the complainant during the proceedings as well as in the complaint, shall be taken as final. However, the respondent has failed to place on record any document/submissions clarifying the amount paid by the complainant. In absence of the same, the authority is of the view that the complainant has made a payment of Rs. 84,42,000/- as per documents placed by the complainant on page 8 and 11 of the complaint.
18. Keeping in view the fact that the complainant wishes to withdraw from the project and is demanding return of the amount received by the promoter in respect of the plot along with interest on failure of the promoter to complete or inability to give possession of the subject plot within the stipulated time. The matter is covered under section 18(1) of the Act of 2016. In the present matter, no BBA has been executed till date between the parties. Therefore, the due date is calculated as per the judgment passed by the Hon'ble Supreme Court in case titled as ***Fortune Infrastructure and Ors. Versus Trevor D 'Lima and***



Ors (12.03.2018) wherein the Apex Court observed that *“a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that **when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.** In view of the above-mentioned reasoning, the date of signing of allotment letter dated 30.11.2012, ought to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the plot comes out to be 30.11.2015.*

19. The completion certificate of the project where the plot 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 plot 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.....”

20. Further, the Hon'ble Supreme Court of India in the cases ***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, has 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."

21. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act. The promoter has failed to complete or unable to give possession of the plot 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 the allottee 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.

22. **Admissibility of refund along with prescribed rate of interest:**

Section 18 of the Act read with rule 15 of the rules provide that in case

the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

23. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
24. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., **15.03.2023** is 8.70%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.70%.
25. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 84,42,000/- with interest at the rate of 10.70% (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 Rules ibid.

G. Directions of the authority

26. 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) of the Act:

- i. The respondent/promoter is directed to refund the entire amount of Rs. 84,42,000/- paid by the complainant along with prescribed rate of interest @ 10.70% p.a. as prescribed under rule 15 of the rules from the date of each payment till the date of refund of the deposited amount.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order.

27. Complaint stands disposed of.

28. File be consigned to registry.


(Sanjeev Kumar Arora)

Member


(Ashok Sangwan)

Member


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.03.2023