HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**3051 of 2019**
Date of filing:	**20.12.2019**
Date of first hearing:	**13.02.2020**
Date of decision:	**03.05.2023**

1. Dr Sachin Mittal
2. Dr. Nishu Mittal

R/o H. No.7013, Jassian Road, Haibowal Kalan,
Ludhiana (Punjab) 141001 ....COMPLAINANT(S)

VERSUS

M/s Samar Estate Pvt. Ltd. through its Managing Director Sh. Vinod Bagai
Registered office at #87, Sector-7, Panchkula.

....RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** **Member**
Nadim Akhtar **Member**

Present: - Mr. Ramnik Gupta, ld. Counsel for complainants
None for the respondent

Rathee

ORDER (DR. GEETA RATHEE SINGH-MEMBER)

Present complaint dated 19.01.2023 has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

S. No.	Particulars	Details
1.	Name of project	Ess Vee Apartment, Sector-20, Panchkula
2.	Nature of the Project	Residential Group Housing Project
3.	RERA registered/not registered	Registered vide registration no. HRERA-PKL-54-2018 and suspended by HRERA, Panchkula vide order dated 28.01.2020
4.	Allotment/booking dated	27.03.2011
5.	Unit No.	G-104

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6.	Unit Area	1725 sq. ft.
7.	Builder buyer agreement	15.04.2011
8.	Payment plan	Construction link
9.	Basic Sale Consideration	• ₹50,00,000/- as mentioned in the BBA dated 15.04.2011 page no.32 of complaint book • ₹76,00,000/- as mentioned in pleadings
10.	Paid by the complainant	₹66,33,590/- (as mentioned in pleadings)
11.	Deemed date of possession	December 2012 (as mentioned in pleadings and as per letter dated 21.04.2011)
12.	Offer of possession	Not offered

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY THE COMPLAINANTS:

3. The complainants had booked a flat bearing no.104 in Tower-G measuring 1725 sq. ft. in the project of the respondent namely, "Ess Vee Apartment", Sector-20, Panchkula and paid ₹7,50,000/- in cash as booking amount on 27.03.2011 towards total sale consideration of ₹76,00,000/-. Builder buyer agreement dated 15.04.2011 was executed between both the parties on further payment of ₹12.5 lacs through RTGS and ₹18.5 lacs in cash for total sale consideration of ₹50,00,000/-. At the time of signing agreement, respondent had given an explanation that buyer's agreement is for total sale consideration of ₹50,00,000 instead of ₹76,00,000/-. Hence cash amount will be adjusted accordingly and stated that no receipts were required to be issued

for the said cash payment. As per clause 32 of the builder buyer agreement, possession of the flat was to be handed over within 36 months of the commencement of construction i.e., up to December 2012 and as per letter dated 21.04.2011. Copies of builder buyer agreement and letter dated 21.04.2011 have been annexed at Ex. C/3 and Ex. C/4. As per demands raised by the respondent, the complainants paid ₹66,33,590/- against total sale consideration of ₹76,00,000/- which amounts to 87% of the total sale consideration. Till date, neither possession has been handed over nor project is complete. Therefore, complainants prayed for refund along with interest on the ground that respondent has not completed the project even after lapse of almost 12 years from the date of booking and it is not likely to be completed in near future due to mismanagement.

C. RELIEF SOUGHT:

4. The complainants in their complaint has sought following reliefs:

   i. To direct the respondent to hand over immediate possession of the flat along with delay interest or in alternate refund of the paid amount of ₹66,33,590/- along with interest as prescribed Under section 18(1) of HRERA Rules,2017;

   ii. To direct the respondent to pay cost of the complaint

iii. To direct the respondent ₹21,00,000/- that the complainant would have earned towards the rent along with interest

iv. To direct the respondent to pay interest amount to the Bank and insurance charges incurred for insuring premises

v. To direct the respondent to pay compensation of ₹10,00,000/- for mental trauma etc.

vi. Any other relief which is deemed fit by this Hon'ble Authority.

D. REPLY:

5. The respondent in his written statement has admitted to the extent that apartment buyer agreement was executed on 15.04.2011 for booking of flat bearing no.104 in Tower-G of the respondent's project through M/s Real Pro Assets Ltd, the marketing agent of the respondent company. At the time of booking and signing the agreement, the complainant was well aware of the terms and conditions of the completion and handing over possession of the flat. The respondent has admitted the payment of ₹40,33,590/- but not the payment of ₹66,33,590/- as alleged by complainants. No cash payment of ₹18,50,000/- was made by the complainants. Respondent pleaded that the project could not be completed and delay has been caused due to non-payment of balance dues by large number of allottees. Respondent further submitted that he had already paid the amount of EDC/IDC to the State Government and

has full intention to complete the project and deliver possession to the allottees.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS:

6. At the outset, it has been argued by learned counsel for complainants that they had booked an apartment bearing no. G-104 measuring 1725 sq. ft. in the project namely "Ess Vee Apartment", Sector-20, Panchkula of the respondent on 27.03.2011. Total sale consideration of the flat was ₹76,00,000/- against which the complainant had paid an amount of ₹66,33,590/-. Learned counsel for complainants argued that at the time of signing agreement it was assured by the respondent that agreement would be signed for the total sale consideration of ₹50,00,000/- and the amounts paid in cash would be adjusted towards sale consideration of ₹76,00,000/-. Therefore, no receipts were issued for the payment of ₹18,50,000/- which was made in cash. Assurance was given to the complainants that actual and complete possession of flat would be delivered up to December 2012. The respondent company has not completed the project till date. The complainants have constantly tried to communicate with respondent with regard to possession and status of the project but the complainant could not succeed in establishing communication with respondent company. Already 12 years have been passed from the date of booking, no work has been carried out at the site of said project.

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7. Aggrieved by the default on the part of respondent to fulfil his obligations, the complainants have filed present complaint seeking refund of entire paid amount along with interest. Learned counsel for complainants stated that since director of the respondent company is confined in Jail in some other cases, no one had represented the respondent company from the last two years and also the project is going to auctioned by the orders passed by Hon'ble High Court, his case may be decided on this date so that complainants claim may also be satisfied with other allottees from sale/auction proceeds of the project.

E. ARGUMENTS OF RESPONDENT:

8. None appeared on behalf of respondent; therefore, no arguments were put forth.

F. ISSUES FOR ADJUDICATION:

i. Whether complainants are entitled to possession or refund of the deposited amount along with interest in terms of Section 18 of Act of 2016?

G. OBSERVATIONS OF THE AUTHORITY:

9. On perusal of facts and submissions made by the both the parties, it is observed that complainants had booked a flat bearing no.104 in Tower-G of the respondent's project namely, "Ess Vee Apartment", Sector-20,

Panchkula on 27.03.2011 by making payment of ₹7,50,000/- in cash through M/s Real Pro Assets Ltd. towards total sale consideration of ₹76,00,000/-. Builder buyer agreement was executed on 15.04.2011 for total sale consideration of ₹50,00,000/-. As per terms and conditions of the agreement and letter dated 21.04.2011, possession of the flat would be delivered up to December 2012. However, respondent has failed to complete the project and hand over possession. It is also observed that the respondent is not appearing in other complaint matters related to the real estate project for almost last 2 years and the Authority had already allowed refund to various allottees of the same project i.e., 'Ess Vee Apartments' in bunch of cases earlier decided on 09.10.2019 with lead case bearing Complaint No. 865 of 2019 titled as 'Mamta Gupta Versus M/s Samar Estate Pvt. Ltd.', due to the following reasons: -

i) Promoter while seeking registration of the project had disclosed that first phase of the project which was earlier scheduled to be completed in December, 2009 will be completed by December, 2019, second phase of the project which was earlier scheduled for completion in August, 2014 would be completed by March, 2019 and third phase of the project which was earlier scheduled to be completed in December, 2015 would be completed by December 2019. However, the promoter inspite of seeking several adjournments has not been able

to arrange funds for further investment in the project and therefore it is unlikely for him to complete the project and handover possession to the allottees on the time so projected;

ii) Promoter has mismanaged his finances and due to non-payment of loans raised from the banks and financial institutions, the respondent has already incurred huge interest liability;

iii) That promoter's interest liability will also be huge towards allottees on account of already incurred delay of 4 to 10 years in completing the project and delivering possession. The allottees who have lost faith in the promoter and have been waiting of possession of their apartments for the last more than 4 to 10 years are unlikely to pay more money to the respondent.

iv) The Town and Country Planning Department has already clarified that it cannot take over the project for completion and the department is only concerned with recovery of arrears of ₹98.65 lacs on account of Internal Development Charges.

v) That the allottees of the project have also expressed their inability to join together for forming an association for the purpose of taking over and completing the project.

10. Even after the passage of more than three and half years, there has been no change in circumstances and status of the project and the project is still unlikely to see the light of the day, Authority is of the considered view that relief of possession could not be granted to the complainants. It is observed that the complainants in the captioned complaint are at parity with other complainants/allottees who have been granted the relief of refund and are also entitled to refund. The present complaint deserves to be allowed in terms of the decision already rendered by this Authority in lead case No. 865 of 2019 titled as Mamta Gupta Versus M/s Samar Estate Pvt. Ltd. wherein it was observed as under:

> *9. The Authority has gone through the proceedings of the matter over the course of last one year. It has gone through all the facts and documents placed before it. It has also gone through the documents submitted by the respondents while getting the project registered before this Authority. Keeping in view the facts and circumstances of the matter, it observes and orders as follows: -*
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> *i) The project of the respondents was registered in this Authority vide registration certificate dated 05.10.2018. The entire project is comprised of 24 towers with 925 apartments, out of which 464 apartments have been allotted/sold. The respondents had assured the Authority, while getting the project registered, that Phase-I of the project will be completed by December, 2018 and Phase-II by March, 2019. The fact however is that for the last more than one year not even a brick has been laid in the project. No efforts whatsoever have been made by the respondents for completing the project and handing over the apartments to the complainants. No investment at all has been made in the project. The promoter does not appear to be*

having any Plan of Action for doing so. Accordingly, it is concluded that the respondent has severally defaulted in fulfilling its obligations. Respondent has been making only false assurances without arranging funds for investment. Respondents have thus violated even the conditions of registration. Accordingly, a Show Cause Notice deserves to be issued to the respondents for cancellation of the registration granted to the project.

Law Associate shall send a copy of this order to the Project Section with the direction of the Authority to issue a Show Cause Notice to the respondents for cancellation of the registration certificate.

ii) *The respondent has severely mis-managed the project. If assurances made by him at Sr. No. (ix) of Para-4 of the order dated 30.04.2019 are taken into account, against the projected cost of Rs. 340 crores, the respondent claims to have already invested Rs. 208 crores against which about 94 crores only could be collected from the allottees. The respondents appear to have commenced construction of much larger number of apartments than booked/sold whereas they should have constructed the project in phases in tandem with the sale of apartments. The respondent has also clearly has mis-managed his finances. Apparently, the respondent also raised loans from banks and financial institutions, the non-repayments of which may have resulted into a piling up of huge interest liability.*

The Real Estate (Regulation and Development) Act 2016 provides for payment of interest @ prescribes in case, the apartments are not delivered in time. Apparently, with delay of 4 to 10 years, interest liability of the respondents towards allottees will also be huge.

It is a well-known fact that the property market is down at present and sale of apartments projects like this is not likely to easy. Furthermore,

the allottees who have lost faith in the promoter and have been waiting for possession of their apartments from the last more than 4-10 years are unlikely to pay more money to the promoter.

In these circumstances, the promoter is unlikely be able to arrange funds for completion of the apartments of complainants as well as rest of the project. As noted by the Authority earlier also, this has become a stuck project which the promoter is unlikely to be able to complete.

(iii) *In accordance with the provisions of Section-8 of the RERA Act, efforts have been made to constitute associations of the allottees so that they may take over the project and complete it at their level at least to the extent of the towers in which their apartments are located. The allottees have repeatedly expressed their inability to join together and to constitute an association for this purpose. Accordingly, the option of handing over the project to the association of the project is not available.*

(iv) *As per the conditions of the license, in case a promoter defaults in completion of the project, the Town and Country Planning Department of the State Government can take over the said project for completion. A letter had been written to the Town and Country Planning Department in this regard, to which they have submitted their reply dated 11.09.2019, the operative part of which is as under: -*

> *"Since, the applicant company has not submitted the bank guarantee of Rs. 98.65 lacs on account of IDW conveyed vide this office memo dated 04.06.2019 (CP/2014). Hence the request of the applicant for approval of service plan estimates and renewal of license cannot be processed due to non-deposition of bank guarantee and the same will be examined after deposition of Bank Guarantee on account of IDW. Therefore, the Department cannot take any action to take over the Project at this stage."*

In simple words, the department is only concerned with recovery of Rs.98.65 lacs on account of internal development works and they would not bother themselves to the problems of the allottees. For all practical purposes, the department has flatly denied the responsibility for completion of the project.

(v) *It is but natural that the promoter of the project would have incurred multiples liabilities during the last 10 years including liability of repayment of loans along with interest to the financial institutions; liability towards the operational creditors; and liabilities towards State Government agencies. Most importantly, they have liabilities towards the allottees comprised of principal money received and interest liability incurred on account of delay caused in completing the project.*

It is evident that the promoter does not have any liquidity to discharge any of the obligations besides funds needed for completion of the project.

For these reasons also, it is for unlikely that the respondent-promoter would be able to complete the project.

(vi) *In the above circumstances, provisions of Section 18 of the RERA Act, provides for grant of relief of refund of the money paid by the allottees along with interest @ prescribed. The Authority accordingly orders that the respondents shall refund the money paid by the complainants along with interest @ prescribed in Rule-15 of the HRERA Rules, 2017. All the complainants shall file their claims before the respondents and the respondents shall be liable to pay the amount as calculated in accordance with this order.*

(vii) *This Authority realises the fact that since respondents have not been able to arrange the money for completion even first phase of the*

project, now, they may not be able to arrange money for giving refund to the allottees. Accordingly, the Authority orders that allottees may use the provisions of any law of the land for enforcing their rights for getting the money refunded including considering class action against the respondents by invoking provisions of Insolvency and Bankruptcy Code, 2016 (IBC, 2016).

So that the respondents do not alienate their properties to the prejudice of the complainants and other similarly placed allottees, the Authority considers it just and fair to prohibit the respondents from alienating any of their properties including the properties of the project without permission of this Authority.

This Authority can grant the permission to sell the properties of the project, if justified, with a stipulation that proceeds of the sale shall be put into an escrow account which shall be devoted first for refunding money to the complainants and rest for investment in the project.

(viii) *While disposing of a bunch of cases in lead case No.383/2018 titled Gurbaksh Singh versus ABW Infrastructure Pvt Ltd., the Authority had inter alia ordered as follows: -*

> *"13. We are of the considered view that the right granted to an allottee by the amendment ordinance of 2018 is a value-able right and that right can be pressed before the appropriate forum/authority for satisfaction of their claims against the promoters/debtors.*
>
> *However, we are of the further view that the rights guaranteed by the RERA Act, 2016 for protection of allottees are very wide in nature and must be interpreted accordingly. As already stated in the arguments listed in Para 10 above that the allottees of a project, after having paid the EDC and substantial amount of money to the developer should be*

treated as deemed owners of the proportionate piece of the land and assets of the project, and their rights cannot be alienated by way of an agreement made between the promoter and the lending financial institution. Rights of the allottees must be treated superior to the rights of the lending financial institutions. The financial institutions, in so far as the assets of the related real estate project are concerned, are free to satisfy the claims from the remainders of the assets of the project after satisfaction of the claim of the allottees, and in addition they are free to set their claim satisfied from other assets of the promoters. They can press their claim even against the sureties and guarantees offered by the promoters.

14. *The aforesaid conclusion that the rights of the allottees should be treated superior to those of other financial creditors are also supported by the principles of natural justice and the express provisions of RERA Act, 2016. In support of these arguments it is observed as follows: -*

(i) The financial institutions are expert agencies which carry out due diligence about the promoter as well as his project before taking decision to lend money. They have expert manpower and machinery to adjudge the viability of the project and creditworthiness of the promoters. They have capability to understand risk factors involved Accordingly, at the stage of lending, either they are fully aware of the facts that full or a portion of the project has been allotted to the allottees, thus creating third party rights or they are fully aware that the allotments will be made by the promoters in future, thereby creating third party interests in the assets hypothecated or kept with them as security. It is to be presumed

that lenders have factored-in these facts at the time of lending.

Lending institutions are also supposed to monitor progress of the project in order to ensure that money lent by them is safe and is invested properly in the project. If the money lent by them is diverted or siphoned away, they must also share burden for the same for the purpose of protecting the rights of ordinary citizens. If the lenders fail to monitor the Project closely and if their loan is not repaid in time, they themselves also must share the blame. The allottee, however, must not suffer on behalf of the promoter or the financial institution.

(ii) On the other hand, an allottee typically is a middle-class person who harbours the dream of owning a house for his family. Savings of two or three generations usually have to be mobilized to own a house. He invests money on the basis of assurances held out to him by the promoters and the State Government agencies. He cannot access or understand the account of the project nor does he have any power to monitor progress of the project on day-to-day basis.

The principles of natural justice, therefore, dictate that the rights of the allottees should be treated superior and higher to those of the financial institutions.

(iii) It is relevant to quote here the provisions of ..... Section 79 and Section 89 of the Real Estate (Regulation & Development) Act, 2016.

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Section 79: Bar of Jurisdiction- *No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the*

adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.

Section 89: Act to have over-riding effect- *The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force."*

It is observed that Section 89 explicitly mandates that provisions of RERA Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force. Further, Section 18 guarantees that in the event of a project not being completed he shall have a right to seek refund of his money along with interest without prejudice to any other remedy available. Similarly Sub Section 3 and Sub Section 4 of Section 19 assure the allottee that he will be given refund of the money deposited by him in the event of default in completion of the project by the promoters.

This Authority is, therefore, of the considered opinion that since these rights of the allottees have been held superior to any other law for the time being in force, the rights of the allottee, therefore, shall be treated superior to that of the rights of other creditors including the financial institutions.

(i) The allottees of the project in question shall be treated as deemed owners of the project. The promoters of the project and the lending financial institutions cannot alienate the ownership rights of the allottees

at their own level without their consent. Therefore, the claim of the allottees against the assets of the project shall be treated superior to any other right of any other person or entity including the financial institutions and/or other creditors.

(ii) If claims of the allottees are not satisfied fully from the assets of the project in question, they shall be treated creditors of the promoters at par with other creditors for satisfaction of their claims from the assets of the promoters other than the assets of the project in question.

*(iii) ****

*(iv) ****

(v) The complainants and other similarly placed allottees may present these orders before any authority dealing with liquidation of assets of the Project, or the respondents and seek satisfaction of their claims on priority. It is, however made clear that the claims of the allottees shall be restricted to the refund of the money paid by them to the respondents along with interest as provided for in rule 15 of the HRERA Rules, 2017.

The Authority consider it just and fair to grant the similar rights to the complainants of this project as well.

11. Furthermore, Hon'ble Supreme Court in the matter of "**Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and Others**" ..... has observed that the allottee has an unqualified right to seek

refund of the deposited amount if delivery of possession is not done on agreed date. Relevant Para 25 of ibid judgement is reproduced below:

> *"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."*

12. The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of non-delivery of possession of the unit on agreed date. Thus, in terms with the judgment and in view of above facts and records placed, Authority finds it to be fit case for allowing refund in favour of complainants. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is 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 (NCLR) 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".

13. Consequently, as per website of the state Bank of India i.e. https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date i.e., 03.05.2023 is 8.70%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.70%.

14. The term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. -For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

15. Learned counsel for complainants averred that a sum of ₹66,33,590/- had been paid by the complainants, but the respondent has admitted a payment of ₹40,33,590/- only. The complainant has stated that he

had made total payment of ₹66,33,590/- out of which payment of ₹7,50,000/- and ₹18,50,000/- were made in cash. The respondent has only admitted payment of only ₹40,33,590/-. For the cash payment of ₹7,50,000/-, it is observed that since respondent in his reply has admitted that booking of flat was made by the complainants through M/s Real Pro Assets Ltd. the agent of respondent company on payment of ₹7,50,000/- as booking amount and receipt issued by M/s Real Pro Assets Ltd. has been annexed at Ex. C/1, therefore cash payment of ₹7,50,000/- has been admitted to be paid. For the payment of ₹18,50,000/- in cash to the respondent, the complainants have placed on record affidavit of their father and mother along with statement of their bank account showing that cash was withdrawn from their accounts to make payments to the respondent. Merely showing cash withdrawal entries will not prove that payments were made to the respondent. It is observed that since complainants have failed to prove the said cash payment of ₹18,50,000/- and the respondent in his reply has also denying the same, so, this amount is ordered to be deducted from the amount to be refunded by the respondent. The refundable amount now becomes ₹47,83,590/-.

16. Accordingly, respondent will be liable to pay the complainants interest from the date amounts were paid by them till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainants the paid amount of ₹47,83,590/- along with interest at the rate prescribed in

Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.70% (8.70% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest at the rate of 10.70% till the date of this order and said amount works out to ₹1,05,02,978/- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 03.05.2023	TOTAL
1.	₹5,00,000/-	15.04.2011	₹6,45,225/-	₹11,45,225/-
2.	₹2,57,549/-	17.12.2014	₹2,31,032/-	₹4,88,581/-
3.	₹5,49,568/-	14.02.2012	₹6,60,052/-	₹12,09,620/-
4.	₹2,57,719/-	22.07.2014	₹2,42,366/-	₹5,00,085/-
5.	₹5,00,000/-	15.07.2011	₹6,31,886/-	₹11,31,886/-
6.	₹4,80,000/-	15.04.2011	₹6,19,416/-	₹10,99,416/-
7.	₹2,70,000/-	15.04.2011	₹3,48,421/-	₹6,18,421/-
8.	₹12,875/-	02.03.2012	₹15,399/-	₹28,274/-
9.	₹5,12,985/-	30.03.2012	₹6,09,347/-	₹11,22,332/-
10.	₹5,15,460/-	20.07.2012	₹5,95,363/-	₹11,10,823/-
11.	₹1,77,434/-	03.07.2015	₹1,48,867/-	₹3,26,301/-
12.	₹7,50,000/-	27.03.2011	₹9,72,014/-	₹17,22,014/-
Total	**₹47,83,590/-**		**₹57,19,388/-**	**₹1,05,02,978/-**

17. Regarding relief of compensation sought by the complainants under the head mental trauma etc., it is made clear that nothing stated in this order shall debar the complainants from filing a complaint before the Adjudicating Officer to claim such compensations as they may be entitled under the law.

18. Further, complainant is seeking relief to pay cost of the complaint, to direct the respondent to pay ₹21,00,000/- that the complainant would have earned towards the rent along with interest, to direct the respondent to pay interest amount to the Bank and insurance charges incurred for insuring premises. In this regard, it is observed that said relief has not been pressed by the complainants during arguments. Therefore, these reliefs are hereby declined as not pressed.

H. DIRECTIONS OF THE AUTHORITY:

19. Taking into account above facts and circumstances, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire amount of ₹1,05,02,978/- to the complainant.

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of

Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

20. The complaint is, accordingly, **disposed of.** File be consigned to the record room after uploading order on the website of the Authority.

.....
NADIM AKHTAR
(MEMBER)

.....
DR. GEETA RATHEE SINGH
(MEMBER)