HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**99 of 2020**
Date of filing:	**21.01.2020**
Date of first hearing:	**28.01.2020**
Date of decision:	**12.04.2023**

Sh. Bimaljeet Singh
R/o B-3/85, Ashok Vihar, Phase- II, Delhi

....COMPLAINANT

VERSUS

Pivotal Infrastructure Pvt. Ltd.
Office- 704-705 JMD Pacific Square
Sector15 part II, Gurugram

....RESPONDENT

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

Present: Ms. Anjali, Advocate, counsel for the complainant through VC

Mr. Rohan Gupta, Advocate, counsel for the respondent through VC

Rathee

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

Present complaint dated has been filed 21.01.2020 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

Present case was listed for amicable settlement. Learned counsel for both parties have informed that no settlement has been arrived at. Therefore, case is heard on merits.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Royal Heritage, Sector-70, Faridabad.
2.	RERA registered/not registered	HRERA-PKL-FBD-47-2018
3.	Date of booking	Initially 16.03.2012, thereafter 25.09.2012 (as mentioned in pleadings)
5.	Flat no.	Initially, Unit no.904, Tower-12, thereafter flat no.1004, Tower-1
6	Flat area	2525 sq. ft. (Approx. super area)
7.	Date of allotment	Not mentioned
8.	Date of builder buyer agreement	08.03.2013(unsigned copy of BBA is attached)
9.	Deemed date of possession (Clause 8)	25.03.2016 (42 months from date of booking as agreement is not signed)
10.	Basic sale price	Initially, ₹24,50,000/- thereafter ₹1,06,62,387/- (as mentioned in pleadings and unsigned Builder buyer agreement)
11.	Amount paid by complainant	₹15,30,000/-
12.	Offer of possession	Not offered
13.	Delay in offer of possession	07 years 18 days (25.03.2016 till 12.04.2023)

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

5. That the complainant booked a 2BHK apartment in the project namely, 'Royal Heritage' situated at Sector-70, Faridabad on 16.03.2012. Total cost of the apartment was ₹24,50,000/-. He paid the respondent ₹70,000/- as token amount of his commission which was set at ₹3,00,000/-. Complainant had made a payment ₹7,22,000/- to the respondent during March-July 2012.

6. That, Mr. Rajiv Singh who was acted as intermediary between complainant and respondent had influenced the complainant to sell off the original booking of his apartment to someone else of which he received his money back and complainant became ready to purchase a bigger flat in exchange of it. Thereafter, the complainant got booked another apartment bearing no. 1004 located at 19th and 20th floor, Tower/building no.1 named as 'Ridhi' in the project "Royal Heritage" of value about ₹1,06,62,387/-. The complainant paid a sum of ₹2,00,000/- on 25.09.2012 and ₹5,00,000 on 28.09.2012 to the respondent.

7. That, a Builder Buyer Agreement was executed on 08.03.2013 between complainant and the respondent, unsigned copy annexed as Annexure 'A'.

8. That thereafter, due to false promises made by the respondent of giving the early possession, the complainant paid ₹80,000/- more as part payment for his services, ₹3,30,000/- on 17.04.2013, ₹2,50,000 on 29.04.2013 and

₹2,50,000/- on 22.11.2013 to the respondent. In total, complainant had paid ₹15,30,000/- in towards the payment for the booking of apartment and ₹1,50,000/- to Sh. Rajiv Singh as part payment for his services.

9. That, when Sh. Rajiv Singh asked for more money, the complainant requested him to take him to the project site so he could see the progress of the project, but when respondent started evading the complainant, he himself went to the project site and got shocked to see that nothing had been done for constructing the building at the project site. When complainant asked about the status of the project, they replied that there had been a legal hurdle in land acquisition for the project which would be resolved soon and the project would be delivered on time.

10. That thereafter, complainant visited the site and work was progressing at a slow pace and now the project is delayed by more than 7 years and work is not even 30% completed and no one from the respondent side is picking up the calls. Hence, the present complaint has been filed.

C. RELIEF SOUGHT:

11. The complainant in his complaint has sought following reliefs:

a) Respondent may be directed to refund paid amount of ₹16,80,000/- along with interest of 24% p.a. (as per section 2 (za) of RERA Act), in the interest of justice.

b) Any other or further order as this Hon'ble court deems fit in the circumstances of the present case be passed.

D. REPLY:

12. That present complaint is not maintainable because the present complaint is highly time barred as respondent states that the allotment of complainant was cancelled by the respondent vide letter dated 20.07.2015 and present complaint filed on 21.01.2020 and apartment buyer agreement was executed by the complainant on 08.03.2013.

13. That the present complaint neither have jurisdiction nor complainant has disclosed any cause of action against the respondent, so the complaint should be dismissed. Further, as per decisions of the Hon'ble Appellate Tribunal, this Authority does not have the jurisdiction to entertain and adjudicate present compliant since it is related to refund.

14. That despite giving several opportunities to make outstanding payments, complainant did not pay any installment other than the booking amount. So respondent was forced to cancel the allotment of the flat allotted to the complainant.

15. That it is admitted that complainant first approached the respondent for booking of a 2-BHK apartment bearing no. 904 in Tower 12 of the project namely, Royal Heritage, Sector-70, Faridabad on 16.03.2012 which cost about

₹24,50,000/- at that time and paid a total sum of ₹7,22,000/- till Mar-July 2012. Thereafter, complainant had sold that said allotment for a premium. The complainant then booked another apartment bearing no.1004 in Tower-1 named as RIDHI in the same project namely, Royal Heritage, Sector-70, Faridabad. It is admitted that complainant had paid ₹2,00,000/- on 25.09.2012 and ₹5,00,000/- on 28.09.2012 through cheques drawn on Axis Bank.

16. That the Respondent disputed that builder buyer agreement dated 08.03.2013 was executed between both parties. It is submitted that complainant had annexed unsigned copy of builder buyer agreement. Respondent stated that at the time of booking, only an application form was signed by the complainant, copy of which is annexed as Annexure R1. As per terms of application form, complainant had agreed to pay outstanding dues as per construction link plan, but he has failed to pay due installments. It is admitted that payment of ₹15,30,000/- was received by the respondent against total cost of ₹1,06,62,387/- till cancellation dated 20.07.2015. Copies of receipts issued by the respondent are annexed as Annexure E.

17. Respondent sent various reminders dated 11.03.2013, 29.03.2013, 07.10.2013 and 26.10.2013. Final opportunity letter was issued to complainant on 11.11.2013 informing the complainant to execute builder buyer agreement which he had failed to do so even after several reminders and to make outstanding

payments failing which his allotment would be cancelled after expiry of ten days. Complainant's unit was finally terminated on 20.07.2015 on account of non-payment of demanded outstanding amount by complainant. Therefore, entire amount paid by the complainant was adjusted towards earnest money and other charges. Said fact of termination has been concealed by the complainant in his complaint.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT:

18. During oral arguments, learned counsel for both the parties reiterated their arguments as were submitted in writing.

F. ISSUES FOR ADJUDICATION:

i. Whether complainant is entitled to refund of the deposited amount along with interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS OF THE AUTHORITY:

19. The Authority has gone through the rival contentions raised by both parties. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

i. Complainant had booked a 2BHK apartment on 16.03.2012 in the respondent's project 'Royal Heritage', Sector-70, Faridabad. Total cost of the apartment was ₹24,50,000/- against which the complainant had paid ₹7,22,000/- till Mar-July 2012. Thereafter, complainant sold the said allotted apartment to someone else and purchased a new apartment bearing no. 1004 in Tower-1 in the same project on 25.09.2012. Total cost of this apartment was ₹1,06,62,387/-. Copies of receipts of payments have been annexed by the respondent with its reply at Annexure E, page nos. 47-51. Complainant stated that builder buyer agreement was executed on 08.03.2013 and attached unsigned copy of builder buyer agreement with his complaint. As per complainant's version, he paid the instalments as per demands raised by the respondent. In total, a payment of ₹15,30,000/- was made to the respondent. Complainant alleged that he kept on visiting site of the project regularly but work progress was at very slow pace. Complainant also contacted the respondent to know the exact status of construction, however he was told that due to legal hurdle in land acquisition for the project, the work is progressing at a slow pace, but would be completed soon. It is observed that from the date of booking

till today 7 years 18 days have been lapsed, possession has not been handed over to the complainant.

ii. Learned counsel for respondent has not disputed the payment of ₹15,30,000/- paid by the complainant against booking of apartment bearing no.1004, Tower-1. It has been stated that complainant had delayed in payments and even stopped making payments as per the agreed payment schedule. He argued that complainant did not pay the demand raised vide letters dated 11.03.2013, 29.03.2013, 07.10.2013 and 26.10.2013, copies of which are annexed at page no. 23-42 of written statement respectively. Complainant was also sent final opportunity letter on 11.11.2013, however, even then the complainant failed to make payments, copy of which is annexed at page no. 42-44. Therefore, on account of non-payment despite repeated reminders his unit was terminated on 20.07.2015 and the complainant has maliciously concealed this fact from the Authority. Complainant had filed a false and frivolous complaint after lapse of around 7 years. He further argued that unit was terminated due to default on the part of complainant and therefore respondent is well within his rights to forfeit booking amount/earnest money in terms of final reminder while refunding the amount paid by the complainant.

iii. Learned counsel for respondent in his reply stated that as per decisions of the Hon'ble Appellate Tribunal, this Authority does not have the jurisdiction to entertain and adjudicate present complaint since it is related to refund. In this regard, Authority has already passed a resolution no.6705-6709 dated 14.01.2022 which has been hosted on the website of the Authority. Relevant part of aforesaid resolution is reproduced as below:

> "4. The Authority has now further considered the matter and observes that after vacation of stay by Hon'ble High Court vide its order dated 11.09.2020 against amended Rules notified by the State Government vide notification dated 12.09.2019, there was no bar on the Authority to deal with complaints in which relief of refund was sought. No stay is operational on the Authority after that. However, on account of judgment of Hon'ble High Court passed in CWP No. 38144 of 2018, having been stayed by Hon'ble Supreme Court vide order dated 05.11.2020, Authority had decided not to exercise this jurisdiction and had decided await outcome of SLPs pending before Hon'ble Apex Court.
>
> Authority further decided not to exercise its jurisdiction even after clear interpretation of law made by Hon'ble Apex Court in U.P. matters in appeal No(s) 6745-6749 of 2021 - M/s Newtech Promoters and Developers Pvt. Ltd. Versus State of UP and others etc. because of continuation of the stay of the judgment of Hon'ble High Court.
>
> It was for the reasons that technically speaking, stay granted by Hon'ble Apex Court against judgment dated 16.10.2020

passed in CWP No. 38144 of 2018 and other matters was still operational. Now, the position has materially changed after judgment passed by Hon'ble High Court in CWP No. 6688 of 2021 and other connected matters, the relevant paras 23, 25 and 26 of which have been reproduced above

5. Large number of counsels and complainants have been arguing before this Authority that after clarification of law both by Hon'ble Supreme Court as well as by High Court and now in view of judgment of Hon'ble High Court in CWP No.(s) 6688 of 2021, matters pending before the Authority in which relief of refund has been sought should not adjourned any further and should be taken into consideration by the Authority.

Authority after consideration of the arguments agrees that order passed by Hon'ble High Court further clarifies that Authority would have jurisdiction to entertain complaints in which relief of refund of amount, interest on the refund amount, payment of interest on delayed delivery of possession, and penal interest thereon is sought. Jurisdiction in such matters would not be with Adjudicating Officer. This judgment has been passed after duly considering the judgment of Hon'ble Supreme Court passed in M/s Newtech Promoters and Developers Pvt. Ltd. Versus State of UP and others etc.

6. In view of above interpretation and reiteration of law by Hon'ble Supreme Court and Hon'ble High Court, Authority resolves to take up all complaints for consideration including the complaints in which relief of refund is sought as per law and pass appropriate orders. Accordingly, all such matters filed before the Authority be listed for hearing. However, no order will be passed by the Authority in those complaints as well as execution complaints in which a specific stay has been granted by Hon'ble

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Supreme Court or by Hon'ble High Court. Those cases will be taken into consideration after vacation of stay. Action be initiated by registry accordingly."

In view of above resolution, Authority decides to proceed further for adjudication of the complaint.

iv. One of the averments of respondent is that provisions of the RERA Act of 2016 will not apply in this complaint since allotment of the complainant stood cancelled much prior to enactment of the RERA Act. In this regard Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of flat-buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not re-written, the Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding cancellation of the allotment executed prior to coming into force of the

RERA Act, 2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as Madhu Sareen v/s BPTP Ltd decided on 16.07.2018. Relevant part of the order is being reproduced below:

> *"The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller."*

Further, as per recent judgement of Hon'ble Supreme court in Newtech Promoters and Developers Pvt. Ltd it has already been held that the projects in which completion certificate/occupation certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA

Act,2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder, therefore this Authority has complete jurisdiction to entertain the captioned complaint.

20. Authority observes that admittedly, complainant has paid an amount of ₹15,30,000/- and in support receipts has been annexed at page no.47-51 of reply. Factual position reveals that respondent has terminated the unit on 20.07.2015 on account of non-payment by complainant after issuing several reminders dated 11.03.2013, 29.03.2013, 07.10.2013 and 26.10.2013 and final opportunity letter dated 11.11.2013. The only obligation which was left on the part of the respondent was to return the amount paid by complainant in terms of allotment letter/builder buyer agreement. In this case, builder buyer agreement has not been executed. Therefore, terms of allotment letter should be obligated i.e., respondent is entitled to deduct the earnest money as per terms of the application form. The respondent had adjusted entire amount paid by the complainant towards earnest money and other charges. However, in the allotment letter, respondent has not specified the amount to be deducted from the paid amount after cancellation. Without any

specifications, respondent had deducted entire paid amount as earnest money which is arbitrary and illegal. The Authority observes that has observed that forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the Real Estate i.e., apartment/plot/building. The view taken by the Authority is conformity with the decision of Hon'ble Haryana Real Estate Appellate Tribunal in ***Appeal no. 292/2019 titled as Experion Developers Pvt Ltd vs Sanjay Jain & Smt. Kokila Jain***, wherein Hon'ble Appellate Tribunal has observed that forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the Real Estate i.e., apartment/plot/building. Relevant part of the order is reproduced below for reference: -

> *"17. The legal position with regard to the earnest money has been dealt in detail by Hon'ble Supreme Court in citations Maula Bux v. Union of India (1969)(2) SCC 554, and Satish Batra's case (supra) and the same can be condensed as follows:- "Earnest money is part of the purchase price when the transaction goes forward; it is forfeited when the transaction falls through, by reason of the fault of failure of the vendee. Law is, therefore, clear that to justify the forfeiture of advance money being part of earnest money the terms of the contract should be clear and explicit. Earnest money is paid or given at the time when the contract is entered into and, as a pledge for its due performance by the 13 Appeal No.292/2019 & 35/2021 depositor to be forfeited in case of non-performance, by the depositor. There can*

be converse situation also that if the seller fails to perform the contract the purchaser can also get the double the amount, if it is so stipulated. In other words, earnest money is given to bind the contract, which is a part of the purchase price when the transaction is carried out and it will be forfeited when the transaction falls through by reason of the default or failure of the purchaser."

18. The perusal of Article I Clause 1(xiii) of the agreement dated 11.11.2014 shows that it has been specifically stipulated that earnest money would be 15% of the basic sale price which was meant to ensure performance, compliance and fulfillment of obligations and responsibilities of the buyer. Though, the allottees have taken the stand that the earnest money in the present case is Rs.11,00,000/- which was deposited by them at the time of booking of the plot, but the same cannot be attached any credence because the booking is only request for allotment and does not constitute a final allotment or agreement.

19. Now, the question to be determined is that whether the earnest money to the tune of 15% of the basic sale price, as stipulated in the Agreement of 11.11.2014 can be termed as reasonable or not? In citation Pioneer Urban Land and 14 Appeal No.292/2019 & 35/2021 Infrastructure Ltd.'s case (supra), the Hon'ble Supreme Court has laid down that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between the parties, who are not equal in bargaining power. A term of a contract will not be final and binding if it is shows that flat purchaser had no option but to sign on the dotted line, on a contract framed by a

builder. Further, incorporation of one-sided clauses in an agreement constitutes an unfair trade practice since it adopts unfair methods or practices for the purpose of selling the flat by the builder.

20. In citation DLF Ltd.'s case (supra), the Hon'ble National Consumer Disputes Redressal Commission, while discussing the cases of Maula Bux's case (supra), Satish Batra's case (supra) and other cases as mentioned in para No.10 of the said order, has clearly laid down that only a reasonable amount can be forfeited as earnest money in the event of default on the part of the purchaser and it is not permissible in law to forfeit any amount beyond a reasonable amount unless it is shown that the person forfeiting the said amount had actually suffered loss to the extent of the amount forfeited by him. Further, it was held that 20% of the sale 15 Appeal No.292/2019 & 35/2021 price cannot be said to be a reasonable amount which the petitioner company could have forfeited on account of default on the part of the complainant unless it can show it had suffered loss to the extent the amount was forfeited by it. In absence of evidence of actual loss, forfeiture of any amount exceeding 10% of the sale price, cannot be said to be a reasonable amount.

21. In his last desperate attempt, learned counsel for the promoter has submitted that since the allottees had specifically agreed to pay 15% of the sale price as earnest money, the forfeiture to the extent of 15% of the sale price cannot be said to be unreasonable as the same is in consonance with the terms agreed between the parties. He has also submitted that so long as the promoter was acting as per the terms and conditions agreed between the parties, it cannot be said to be deficient in rendering services to the allottees. This aforesaid

submission as put forward by the learned counsel for the promoter, was also submitted before the Hon'ble National Consumer Disputes Redressal Commission, New Delhi in DLF's case (supra) and while dealing with the same, it was observed that forfeiture of the amount which cannot be shown to be a reasonable amount, would be contrary to the very concept of forfeiture of the 16 Appeal No.292/2019 & 35/2021 earnest money and if the said contention is accepted, then, an unreasonable person in a given case may insert a clause in Buyer's Agreement whereby say 50% or even 75% of the sale price is to be treated as earnest money and in the event of the default on the part of the buyer, he may seek to forfeit 50% sale price as earnest money. It was further observed and held that an agreement for forfeiting more than 10% of the sale price would be invalid since it would be contrary to the established legal principle that only a reasonable amount can be forfeited in the event of default on the part of the buyer. Here, it is also pertinent to mention that the deduction of 10% of the total sale consideration of the unit, out of the amount deposited by the allottees, is also inconformity with the Regulations 2018, as notified by the Authority, wherein, it has been stipulated that forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the Real Estate i.e., apartment/plot /building."

21. Since for last 8 years, the respondent promoter has been enjoying the excess amount over and above 10% of the earnest money, respondent promoter is liable to return the same along with interest. In light of aforesaid observations, Authority finds it to be fit case for allowing refund in favor of complainant after

deducting earnest money to the tune of 10% of basic sale price. Though the complainant has sought that interest be allowed @24% however same cannot be allowed as interest can only be awarded in terms of RERA Act of 2016 and HRERA Rules of 2017.

22. 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;*

23. 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*

Rattee

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".

24. The legislature in its wisdom in the subordinate legislation under the provisions 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. 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. 12.04.2023 is 8.70%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.70%.

25. Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainant the paid amount of ₹15,30,000/- 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 after deducting earnest money to the tune of 10%. Basic sale price of the

unit is ₹24,41,083/- (as mentioned in the reminder letters issued by the respondent) and 10% of it is ₹2,44,108/-. Authority has got calculated the interest on total paid amount at the rate of 10.70% till the date of this order as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 12.04.2023
1.	₹2,00,000/-	21.09.2012	₹2,26,078/-
2.	₹5,00,000/-	25.09.2012	₹5,64,608/-
3.	₹3,30,000/-	16.04.2013	₹3,53,003/-
4.	₹2,50,000/-	29.04.2013	₹2,66,474/-
5.	₹2,50,000/-	22.11.2013	₹2,51,303/-
Total	₹15,30,000/-		₹16,61,466/-
5. Total amount of refund+ interest= 15,30,000/- + ₹16,61,466/-= ₹31,91,466/- 6. Total amount- Earnest money= ₹31,91,466/- - ₹2,44,108/-= ₹29,47,358/- 7. Total amount to be refunded by respondent to complainant= ₹29,47,358/-			

I. DIRECTIONS OF THE AUTHORITY

26. Hence, 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 ₹29,47,358/- 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.

27. **Disposed of**. File be consigned to record room after uploading on the website of the Authority.

.....
NADIM AKHTAR
[MEMBER]

.....
Dr. GEETA RATHEE SINGH
[MEMBER]