



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

|                                |                   |
|--------------------------------|-------------------|
| <b>Complaint no.:</b>          | <b>97 of 2021</b> |
| <b>Date of filing.:</b>        | <b>09.02.2021</b> |
| <b>First date of hearing.:</b> | <b>25.02.2021</b> |
| <b>Date of decision.:</b>      | <b>09.05.2023</b> |

Manjari d/o Sh. Birendra Prashad  
178-A, Gali Number-08, G-Block  
Prem Nagar, Najafgarh, New Delhi  
110043

...COMPLAINANT

VERSUS

TDI Infracorp( India) Limited.  
Upper Ground Floor, Vandana Building,  
11, Tolstoy Marg, Connaught Palace,  
New Delhi-110001

....RESPONDENT

**CORAM:**

**Dr. Geeta Rathee Singh**

**Member**

**Nadim Akhtar**

**Member**

**Present: -**

Mr. Anuruddha Singh, Counsel for the complainant  
through VC.  
Mr. Karan Inder Singh, Counsel for the respondent  
through Vc

**ORDER (NADIM AKHTAR- MEMBER)**

1. Present complaint has been filed by complainants 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 the possession, delay period, if any, have been detailed in the following tabular form:

| S.No. | Particulars                           | Details  |
|-------|---------------------------------------|--|
| 1.    | Name of the project.                  | Lake Grove/ Water Side Floors, Lake Drive, Lake Side Heights, EWS at Lake Drive Apartment , KLD in TDI Lake Grove City, Kundli, Sonipat, Haryana |
| 2.    | Nature of the project.                | Residential  |
| 3.    | <b>RERA Registered/not registered</b> | Registered with registration no. 43 of 2017  |

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|    |  |  |
|----|--|--|
| 4. | <b>Details of unit.</b>                | Apartment no. T-17/0203<br>admeasuring 1375 sq. ft.                                  |
| 5. | <b>Date of Builder buyer agreement</b> | 14.02.2017   |
| 6. | <b>Due date of possession</b>          | 14.08.2020   |
| 7. | <b>Total sale consideration</b>        | ₹ 61,29,236/-  |
| 8. | <b>Amount paid by complainant</b>      | ₹ 42,37,401/- [ ₹ 11,05,396/- paid by complainant + 31,32,005/- disbursed vide loan] |
| 9. | <b>Offer of possession.</b>            | None   |

### **B. FACTS OF THE COMPLAINT**

3. In this case, complainant had booked an apartment bearing no. T7/0203 having area of 1375 sq. fts. in the project of respondent namely "Lake Grove/Waterside Floors, Lake Drive, Lake Side Heights, EWS" situated at Lake Drive Apartment, KLD in TDI Lake Grove City, Kundli, Sonapat in April, 2015. Apartment Buyer Agreement was executed between parties on 14.02.2017. As per clause 28 of the agreement, possession of booked apartment was to be handed over within 42 months including six month grace period from the date of agreement, thus deemed date of delivery comes to 14.08.2020. Complainant has paid ₹. 42,37,401/- till date against basic sale consideration of ₹ 50,92,500/-. Out of the total paid



amount, complainant had raised ₹. 40,00,000/- by way of loan from Dewan Housing Finance Corporation Limited ( DHFCL). A tripartite agreement was executed between complainant, respondent and DHFCL on 19.03.2017. From said loan, an amount of Rs. 31,32,005/- was disbursed to the respondent till september 2017. As per Clause L of said tripartite agreement, builder has undertaken to pay Pre-EMI interest on loan amount for a fixed period of 22 months. Thus, out of total payment of ₹. 42,37,401/- paid to respondent, complainant has paid ₹. 11,05,396/- out of her own pocket plus ₹. 31,32,005/- by way of loan raised from Dewan Housing Finance Corporation Limited. Despite a lapse of more than two years from deemed date of delivery of possession, respondent has failed to deliver her possession of the booked apartment.

### **C. RELIEF SOUGHT**

4. The complainant in present complaint has sought following reliefs:-
- i. To direct the respondent to refund total amount of ₹ 11,05,396/- along with interest.
  - ii. To direct the respondent to settle the loan amount of ₹ 31,32,005/- and interest payable to the DHFCL.
  - iii. To direct the respondent to make payment of pre- EMIs to DHFCL and settle the loan account

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**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

5. Respondent in its reply submitted that the same matter as in present complaint between complainant, respondent and DHFCL was pending for adjudication before Sole Arbitrator Sh. Rajendra B. Aggarwal at Mumbai and the same has been decided by sole arbitrator on 22.01.2021. Since issues raised by complainant already stand adjudicated and decided by sole arbitrator vide its final order dated 22.01.2021, therefore, present complaint is now not maintainable before Authority. Further with regard to the project, it is submitted that the project, is yet to be completed and occupation certificate has not been received till date. Respondent is likely to offer possession of the apartment soon to the complainant.

**E. OBSERVATIONS MADE BY AUTHORITY VIDE ORDER**

**DATED 04.08.2022 & 20.12.2022 WHICH SHALL FORM PART OF THIS ORDER.**

6. During the course of hearing dated 04.08.2022, the case was heard at length and both parties had advanced their arguments. After hearing both parties, Authority had passed a details order, which is reproduced below for reference:



*"1 While perusing case file, it is observed that on last date of hearing i.e. 01.06.2022, a detailed order was passed by the Authority. Facts of the case apart from arguments advanced by both parties were recorded therein. Authority vide order dated 01.06.2022, had also observed that it is essential to understand the nature of relief claimed by parties and award passed by the Arbitrator in order to determine the issue of maintainability of the complaint. Therefore, Authority had directed both parties to file copy of entire record pertaining to case filed before Sole Arbitrator and award passed by him vide orders dated 22.01.2022. Complainant was also directed to address arguments on maintainability of the complaint. Relevant part of aforementioned order dated 01.06.2022 is reproduced below:*

*"1. Case of the complainant is that she booked an apartment bearing no. T 17/0203 having area of 1375 sq. fts. in the project of respondent namely "Waterside Floors" in TDI Lake Grove City, Kundli, Sonapat in April, 2015. Apartment Buyer Agreement was executed between parties on 14.02.2017. As per agreement, possession of booked apartment was to be handed over within 42 months from*



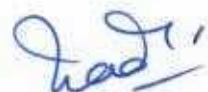
*the date of agreement, thus deemed date of delivery comes to 14.08.2020. Complainant has paid Rs. 42,37,401/- till date against basic sale consideration of Rs. 50,92,500/-. Out of total amount paid by complainant, she has raised Rs. 31,32,005/- by way of loan from bank. An amount of Rs. 31,32,005/- was raised by complainant from Dewan Housing Finance Corporation Limited ( DHFCL). A tripartite agreement was executed between complainant, respondent and DHFCL on 19.03.2017. Clause L of said tripartite agreement stipulated that builder has undertaken to pay Pre-EMI interest on loan amount for a fixed period of 22 months. Thus, out of total payment of Rs. 42,37,401/- paid to respondent, complainant has paid Rs. 11,05,396/- out of her own pocket plus Rs. 31,32,005/- by way of loan raised from Dewan Housing Finance Corporation Limited.*

*Grouse of the complainant is that despite lapse of about two years from deemed date of delivery, respondent has failed to deliver her possession of the apartment, therefore, she is seeking refund of Rs. 11,05,396/- along with interest as per Rule 15 of the HRERA, Rules 2017. Complainant is also praying for direction to respondent to make payment of Pre-EMI interest and settle*

*loan account with Dewan Housing Finance Corporation Limited.*

2. *Learned counsel for respondent argued that present complaint is not maintainable because a similar matter between complainant, respondent and DHFCL was pending for adjudication before Sole Arbitrator Sh. Rajendra B. Agrawal at Mumbai and the same has been decided by Sole Arbitrator on 22.01.2021. Since issues raised by complainant already stand adjudicated and decided by Sole Arbitrator vide its final order dated 22.01.2021, therefore, present case is now not maintainable before Authority. He further apprised the Court that apartment is complete and respondent likely to offer the same soon.*

3. *After hearing arguments of both the parties and perusal of record, Authority observes that since arbitral award by arbitrator is conclusive and binding and is enforceable as a decree of the court in accordance with the provisions of the Code of Civil Procedure, 1908, therefore, Authority cannot interfere or pass any contradictory/ conflicting order with the award passed by Sole Arbitrator on 22.01.2021. Therefore, in order to determine whether present complaint is maintainable before Authority, it is essential to determine the*





*nature of relief claimed by parties as well as award passed by Arbitrator. Therefore, both parties are directed to file copy of entire record pertaining to case filed before Sole Arbitrator and award passed by him on 22.01.2022. Complainant is also directed to address arguments on maintainability of the present complaint on the next date of hearing."*

2. *Neither party has filed certified copies of record of Arbitrator in compliance of orders dated 01.06.2022.*

3. *Learned counsel for the respondent stated that respondent has not received copy of award passed by Arbitrator on 22.01.2022 till date.*

3. *In such scenario, last opportunity is granted to the respondent to file aforesaid record in compliance of order dated 01.06.2022. Complainant has prayed for direction to the respondent to make payment of Pre-EMI interest. At present without commenting much on the merits of the case, respondent is directed submit details of Pre-EMI interest paid by him to the bank till date and make payment of Pre-EMI interest till date and file proof thereof with an advance copy to the complainant at least fifteen days before next date of hearing. Respondent shall*



*also file status of completion of unit as well as project and Occupation Certificate with an advance copy to the complainant at least fifteen days before next date of hearing. In case, respondent fails to file record of proceedings in arbitration case then adverse inference will be taken against respondent and case will be heard and disposed of on merits on next date of hearing..”*

7. Case was adjourned with a direction to respondent to file copy of award passed by Arbitrator on 22.01.2022. However respondent failed to file the same. Thereafter, during the course of hearing dated 20.12.2022, learned counsel for the respondent again sought time to file the copy of order dated 22.01.2022. He further apprised the Authority that the order dated 22.01.2022, passed by Arbitrator was ex parte in the absence of the complainant. In response, learned counsel for the complainant had submitted that even now the project is still not complete and respondent has yet to receive occupation certificate qua the project, complainant is not interested in taking possession of the booked unit and is only interested in seeking refund of the paid amount along with interest. Respondent has failed to place on record copy of the arbitration award passed by sole arbitrator despite availing several opportunities. Therefore, an adverse inference is drawn against respondent and Authority vide order dated 20.12.2022 has observed

that complainant is entitled to receive refund of paid amount along with interest. Relevant part of order dated 20.12.2022 is reproduced below:

*"4. Vide order dated 04.08.2022 last opportunity was granted to respondent to file a copy of order dated 22.10.2021 to ascertain the fact that the matter has been decided failing which the case will heard and decided on merits. Respondent was also directed to file status of completion of unit as well as project and occupation certificate.*

*5. Today, Mr. Ajay Ghanghas, learned counsel for the respondent stated that he has not received a copy of the arbitration award and that the award was passed ex-parte in the absence of the complainant. Further with regard to the project he submitted that the project is yet to completed and occupation certificate has not been received till date.*

*6. Despite availing several opportunities, respondent has failed to substantiate his claim that the matter under adjudication has already been decided by a sole arbitrator and that the issues raised by complainant have already been adjudicated upon. Vide order dated 04.08.2022 respondent was granted last opportunity to prove his claim by placing on record a copy of*



order dated 22.01.2021 passed by the sole arbitrator, however, respondent has failed to file the same. Therefore, Authority deems it fit to hear and decide the case on the basis of merits.

7. Ms Anuradha Singh, learned counsel for the complainant reiterated her averments as recorded earlier and prayed the Authority that since even now the project is till not completed and is yet to receive occupation certificate, complainant is not interest in taking possession of the booked unit and is only interested in seeking refund of the paid amount along with interest.

8. In view of the observations and submissions recorded in paragraphs above, Authority observes that complainant in present complaint had booked an apartment in the project of the respondent in the year 2015. As per buyers agreement possession of which should have been delivered by the year 2020. Despite lapse of two years from deemed date of delivery of possession, respondent has failed to deliver her possession of the booked unit. On account of delay in delivery of possession, complainant is seeking refund of the paid amount along with interest. Since it has been admitted by the respondent that the project is yet to be



*completed and receive occupation certificate, complainant who has already waited for more than two years for delivery of possession could not be asked to wait any further. Further, the Hon'ble Supreme Court in "Newtech Vs The State of Uttar Pradesh" has observed that the right to seek refund where possession is not handed over to allottee as per agreement for sale. Relevant part 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*

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*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”*

9. In view of aforementioned observations, Authority observes that complainant is entitled to receive refund of the paid amount along with interest. However, complainant had also prayed for direction to respondent to make payment of Pre-EMI interest and settle loan account with Dewan Housing Finance Corporation Limited. However, in order to determine the total amount payable to complainants as well as amount of outstanding loan against them, complainants are directed to place on record the proof of outstanding loan amount against them by submitting statement of concerned bank in this regard and submit calculations of

*Pre-EMI which respondent is liable to pay to them with advance copy supplied to respondent. Respondent is also directed to submit details of Pre-EMI interest paid to the bank till date and the remaining amount with proof."*

8. Case was adjourned with a direction to complainant to place on record the proof of outstanding loan amount against her by submitting statement of concerned bank in this regard and submit calculations of Pre-EMI which respondent is liable to pay to her with advance copy supplied to respondent. Pursuant to the directions, the complainant had filed requisite documents in the registry of the office on 28.02.2023.

**F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT.**

9. During course of oral hearing, learned counsel for complainant submitted that complainant in this case had booked an apartment in the project of the respondent in the year 2017. As per buyers agreement possession of the apartment was to be delivered by 14.08.2020. However, despite lapse of two years, respondent has failed to issue offer of possession of the booked unit to the complainant. Complainant had made part payment of ₹ 11,05,396/- and for remaining amount she had taken a loan from DHFCL for which the complainant, respondent and the bank had entered into a tripartite agreement on 19.03.2017. As



per terms of the tripartite agreement respondent had to pay Pre-EMI interest on loan amount for a fixed period of 22 months. It is submitted that respondent has only made the payment of initial pre- EMIs amounting to ₹ 5,38,188/- to get complete loan disbursal but after that respondent has neither completed the project nor paid any Pre-EMIs to the lender bank. A copy of the detailed statement of loan account issued by 'Piramal Capital and Housing Finance Limited' (erstwhile Dewan Housing Finance Corporation Limited) has been submitted on 28.02.2023. Till 22.02.2023, the total outstanding amount in respect of Pre-EMIs is ₹ 18,40,740/- in addition to the total disbursed amount of ₹ 31,32,005/-. Complainant has not made any payment towards the Pre-EMIs as complainant was told that she was not liable to make any Pre-EMIs of loan till handing over of possession. Since the possession of the apartment has been delayed and complainant is no longer interested in seeking possession, she has prayed that direction be issued to respondent to refund the paid amount of ₹ 11,05,396/- along with interest and settle the loan account of ₹ 49,72,745/- with Piramal Capital and Housing Finance Limited.

10. Learned counsel for the complainant further argued that Authority vide order dated 20.12.2022 has already observed that the complainant is entitled to receive refund of the paid amount along with interest. Case was adjourned for the limited purpose of filing of statement of loan



account and calculation of Pre-EMIs which the respondent is liable to pay. Complainant had filed the calculations on 28.02.2023. On last date of hearing, learned counsel for respondent had sought time to verify the calculations filed by complainant, and file objections, if any. However, despite availing time respondent has not filed any objections to the same. Respondent is merely engaging in delay tactics. He prayed that direction be issued to respondent to refund the paid amount along with interest.

11. Mr. Karan Inder Singh, proxy counsel for the respondent sought time to file objections to the calculations filed by complainant.

#### **G OBSERVATIONS OF THE AUTHORITY**

12. In view of the submissions of both parties, Authority observes that complainants in this case had booked apartment no. T17/0203 in the project of the respondent namely 'Lake Grove/ Water Side Floors' in the year 2017. As per buyers agreement, possession of the unit was to be delivered by August 2020. Main grouse of the complainant is that despite a lapse of more than two years respondent has failed to issue an offer of possession qua the booked apartment. As per the respondent, the project is nearing completion and an offer of possession in respect of the booked apartment will be issued soon to the complainant. Complainant has prayed that direction be issued to respondent to refund

the paid amount since the project is still under construction and possession of the apartment will further be delayed for an uncertain amount of time. Complainant is also aggrieved by the fact that respondent had defaulted in payment of Pre-EMIs in contravention to the terms of tripartite agreement dated 19.03.2017 entered between the complainant, respondent and lender bank due to which the current outstanding balance against the complainant has accrued to an amount of ₹ 49,72,745/- till 22.02.2023.

13. In light of the aforementioned background, it is observed that the respondent had delayed the possession of the apartment beyond the deemed date of possession i.e 14.08.2020. Even at present the respondent has admitted that the project is nearing completion and possession is likely to be offered soon. In such circumstances, complainant cannot be forced to wait for the respondent to complete the project and offer possession of the booked apartment after obtaining occupation certificate. Respondent has severely defaulted in delivering possession as per the agreed terms and conditions. It is to mention here the judgement dated 02.04.2019 passed by Hon'ble Supreme Court in Civil Appel no. 12238 of 2018 titled as Pioneer Urban Land & Infrastructure Ltd vs Govindan Raghavan whereby it is held that the flat purchaser could not be compelled to take possession of the flat, even though it was offered almost 2 years after the grace

period under the agreement expired. Relevant part of said judgement is reproduced below for reference:-

*“9. We see no illegality in the Impugned Order dated 23.10.2018 passed by the National Commission. The Appellant – Builder failed to fulfill his contractual obligation of obtaining the Occupancy Certificate and offering possession of the flat to the Respondent – Purchaser within the time stipulated in the Agreement, or within a reasonable time thereafter. The Respondent – Flat Purchaser could not be compelled to take possession of the flat, even though it was offered almost 2 years after the grace period under the Agreement expired. During this period, the Respondent – Flat Purchaser had to service a loan that he had obtained for purchasing the flat, by paying Interest @10% to the Bank. In the meanwhile, the Respondent – Flat Purchaser also located an alternate property in Gurugram. In these circumstances, the Respondent – Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with Interest.”*

14. Possession in this case has been delayed beyond a reasonable period of time. Even at present respondent is not in a position to issue offer of possession in respect of the booked apartment to the complainant in foreseeable future. Respondent builder has failed to fulfil its contractual obligation of obtaining occupation certificate and offering



possession of the booked unit within stipulated time as per the builder buyer agreement.

15. Further, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others " in CIVIL APPEAL NO(S). 6745 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. Para 25 of this 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.”*

16. In view of the observations made above , Authority observes that on account of failure on part of respondent in delivery of possession of booked unit within stipulated complainant has acquired an unqualified right to seek refund of the paid amount along with interest. Therefore, Authority finds it to be a fit case for allowing refund in favour of complainants along with interest on paid amount as per Rule 15 of HRERA Rules 2017 on account of failure on part. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(z) "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;*

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: “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”*

17. 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. 09.05.2023 is 8.70%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.70%. Accordingly, respondent will be liable to pay the complainant interest from the date the amounts were paid by him till the actual realization of the amount.
18. Hence, Authority directs respondent to refund to the complainant the paid amount of 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.

19. The amount of interest admissible to complainant has been calculated on total paid amount of ₹ 11,05,396/-. The amount of interest admissible to the complainant works out to ₹ 7,31,069/-.

20. With regard to the outstanding balance of ₹ 49,72,745/- against the loan account, it is observed that as per the tripartite agreement respondent had agreed to make payment of Pre-EMI interest on loan amount for a fixed period of 22 months and the complainant had to make payment after possession had been offered to her. However, respondent cunningly made payment of the initial instalments to avail the loan amount and thereafter stopped making further payments. As per the terms of the tripartite agreement respondent was under obligation to make payment of Pre-EMIs. On account of default on part of respondent the total outstanding amount in respect of Pre-EMIs is ₹ 18,40,740/- in addition to the total disbursed amount of ₹ 31,32,005/-. Thus a total loan account of ₹ 49,72,745/- till 22.02.203 is standing in the name of the complainant. Respondent is liable to settle the loan account. Therefore, respondent is directed to settle the loan account with the lender bank in addition to the refund of the paid

amount of ₹ 11,05,396/- along with interest to the complainant. Complainant shall present the necessary latest documents issued by the lender bank to the respondent. Respondent shall make payment as per the loan account and settle the same.

#### **H. DIRECTIONS OF THE AUTHORITY**

21. 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 ₹ 18,36,465/- (till date of order i.e 09.05.2023) to the complainant.
- (ii) Respondent is directed to settle the loan account between the complainant, respondent and lender bank i.e Piramal Capital and Housing Finance Limited.
- (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.





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

  
.....  
**DR. GEETA RATHEE SINGH**  
**[MEMBER]**

  
.....  
**NADIM AKHTAR**  
**[MEMBER]**

