



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	385 of 2020
Date of filing:	03.03.2020
Date of first hearing:	21.08.2020
Date of decision:	28.07.2023

Ansal Properties and Infrastructure Ltd.
Having its registered office at
115- Ansal Bhawan, 16- Kasturba Gandhi Marg
New Delhi- 110001

....COMPLAINANT(S)

VERSUS

Mr. Niladri Kanti Pal s/o Sh. D. Pal
R/o 4F1-4F2, Tithiparna Apartment, Bara Bazar,
Main road, Chandan Nagar
Hooghly, West Bengal- 712136

.... RESPONDENT(S)

Complaint no.:	73 of 2021
Date of filing:	25.01.2021
Date of first hearing:	23.02.2021
Date of decision:	28.07.2023

1. Mr. Niladri Kanti Pal s/o Sh. D. Pal
2. Mrs. Mowsumi Pal w/o Mr. Niladri Kanti Pal
Both R/o 4F1-4F2, Tithiparna Apartment, Bara Bazar,
Main road, Chandan Nagar

Pattee

Hooghly, West Bengal- 712136

....COMPLAINANT(S)

VERSUS

Ansal Properties and Infrastructure Ltd.
Through its authorised representative
Having its registered office at
115- Ansal Bhawan, 16- Kasturba Gandhi Marg
New Delhi- 110001

....RESPONDENT(S)

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

Present: - Mr. Harsha Gollamudi, Counsel for the complainants in
 complaint no. 73 of 21 and for respondent in complaint
 no. 385 of 2020 through VC
 Mr. Sunny Tyagi, Counsel for the complainant in
 complaint no. 385 of 2020 and respondent in 73 of 2021
 through VC.

ORDER (DR GEETA RATHEE SINGH - MEMBER)

1. Captioned complaints are taken up together for hearing as they are the cross complaints filed by the parties. A common order is being passed as their facts are identical and issues raised in complaint no. 385 of 2020 by builder against the allottee and in complaint no. 73 of 2021 by allottee against the builder are inter-connected.
2. Present complaints have 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 and the allottees 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:

3. M/s Ansal Propertis and Infrastructure has filed complaint no. 385 of 2020. As per the said complaint the particulars of the project, the details of sale consideration, the amount paid by the respondent-allottees, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Green Escape Apartments, Sonipat
2.	Name of the Promoter	Ansal Properties and Infrastructure Ltd
3.	RERA registered/not registered	Not registered.
4.	DTCP License no.	1125-1126 of 2006.
	Licensed Area	30.65 acres
5.	Unit no.(flat)	0103-0-230503
6.	Unit area	1250 sq. ft.
7.	Date of allotment	30.06.2011
8.	Date of builder buyer agreement	30.06.2011
9.	Due date of offer of possession (42+6 months)	30.06.2015

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10.	Possession clause in BBA clause-5.1	Subject to clause 5.2 and further subject to all the buyers/allottees of the flats in the said residential project, making timely payment, the company shall endeavour to complete the development of said residential project and the said flat as far as possible within 42 months, with an extended period of 6 months, from the date of execution of this Agreement or from the date of commencement of construction of the particular tower/block in which the said unit is situated subject to sanction of the building plan whichever is later.
11.	Total sale consideration	₹ 21,03,750/-
12.	Amount paid by respondent-allottees	₹ 25,91,335/-
13.	Offer of possession	06.10.2016.
14.	Occupation certificate	06.10.2016

B. FACTS OF THE COMPLAINT NO. 385 OF 2020.

4. Facts of complaint are that the complainant company is engaged in the business of real estate sector and advertised a new project named- Green Escape located in sector-35, Sonipat. Respondent-allottee had expressed interest in booking of a two bed room flat in the complainant's project- Green Escape Apartments, Sonipat and accordingly, flat no. 3, fifth floor in Tower no. 23 was allotted to the respondent/allottee. Against basic sale price of Rs 21,03,750/- respondent -allottee has already made payment of Rs 25,91,335/-. But



still an amount of Rs 7,14,687.40/- remains yet to be paid towards total sale consideration.

5. That after completion of all construction and development works, the final call notice and offer of possession of the flat was given to the respondent-allottee vide letter dated 07.10.2016 after receipt of occupation certificate 06.10.2016. But respondent-allottee did not adhere to the said offer of possession and did not make the payment of outstanding amount of Rs 7,14,687.40/- following which payment reminder dated 07.10.2019 was sent to respondent-allottee. It has been further argued that major portion of amount has been incurred by the complainant-developer on the completion of the flat at its own resources/bank finances and respondent-allottee on the other hand is avoiding the payment of remaining due amount. Due to these facts it is apparent that respondent-allottee have had got this flat allotted only for the purpose of investment/profitteering purposes. Therefore, complainant-developer has prayed that respondent-allottee be directed to pay the remaining amount of Rs 7,14,687.40/- (principal amount) and Rs 2,74,173/- (holding charges) towards acceptance of possession of the flat Or to allow complainant-developer to cancel the allotment and forfeit the earnest money in terms of builder buyer agreement.

C. RELIEF SOUGHT

6. Complainant-developer in its complaint has sought following reliefs:



i. Direct the respondent allottee to pay the remaining amount of Rs 7,14,687.40/- which is principal amount due and holding charges amounting to Rs 2,74,173/- as per the final statement of account and demand letter dated 07.10.2019 against the flat so booked by respondent allottee alongwith interest and other charges till its actual realization in accordance with rights of complainant builder under Section 19 (6) and 19(7) of the RERA Act,2016.

ii. To allow the complainant-builder to cancel the allotment of flat of the respondent allottee and to forfeit the money deposited by the respondent allottee in case the respondent allottee failed to pay the balance due amount to the complainant and failed to take possession of the flat.

iii. To direct the respondent to pay a sum of Rs 2,00,000/- on account of grievance and frustration caused to the complainant builder by the miserable attitude of respondent allottee for causing mental agony to the complainant.

iv. Complaint may be allowed with costs and litigation expenses of Rs 50,000/-

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT IN COMPLAINT NO. 385 OF 2020

Learned counsel for the respondents filed detailed reply on 15.09.2020 pleading therein:



7. Execution of builder buyer agreement dated 30.06.2011 is admitted by respondent-allottees and as per terms of said agreement flat having area of 1250 sq ft was allotted to them but complainant developer forged a document- undated allotment letter (as per BBA allotment letter has to be dated 30.06.2011) annexed as Annexure P-1 to complaint wherein area of flat is shown as 1549 sq ft. complainant developer has unilaterally without taking consent of the allottees increased area of the flat and that too only on paper. Further, perusal of said forged allotment letter shows 'Hooghly' address of allottees whereas at time of submitting application and agreement the allottees were residing in New Delhi till 2015. Later around September 2015 allottees were transferred to West Bengal. So, it cannot be the case that respondent-allottees have given their Hooghly address 4 years prior i.e. 2011 to their shifting in 2015.
8. It is submitted that complainant developer had intentionally forged the aforesaid allotment letter in year 2019 for altering the area and total sale consideration of the flat. But execution of agreement dated 30.06.2011 clarifies the agreed area and sale consideration of the flat which is 1250 sq ft and Rs 26,35,000/- respectively. Against said consideration and amount of Rs 25,91,335/- has already been paid to complainant-developer which is around 98.3% of total sale


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consideration and same stands acknowledged in the receipts issued by the builder.

9. That as per clause 5.1 of the agreement , the complainant builder was liable to complete the development of project and construction work of the flat within a period of 42 months i.e. by 30.12.2014 with a grace period of 6 months i.e latest by 30.06.2015. But complainant-developer failed to fulfill its obligation to deliver possession within stipulated time so respondent-allottees are entitled for refund of their paid amount with interest.
10. That respondent-allottees had approached respondent in month of July,2015 and requested for cancellation of builder buyer agreement and refund of paid amount with interest. Complainant builder was informed of the fact that allottee no. 1 i.e. Niladri Kant Pal might be transferred to another place so flat be given on urgent basis for residence purpose for his family. Complainant builder not take any action upon requests of respondent-allottees. Meanwhile, allottee no. 1 was transferred to West Bengal in month of September, 2015.
11. That complainant builder had issued a possession letter dated 06.10.2016 to the respondent-allottees but said letter was not in receipt of respondent-allottees due to fact of transfer to West Bengal. It was only in month of December, 2016 when neighbours of respondent-allottees had shared the details of the notice to them, respondent-


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allottees came to know the fact of possession letter. Thereafter, respondent-allottees had personally visited the office of complainant-builder and written a letter dated 16.01.2019, copy of which is annexed as Annexure R-5, seeking refund of paid amount with interest. But respondent had acted malafidely and approached this Authority by filing complaint no. 385/2020.

12. That on perusal of registration certificate available on website of RERA shows that tower no. 23 in which flat was allotted to respondent-allottees is unregistered one. Complainant builder has not only failed to deliver possession in terms of the agreement but also failed to comply with the statutory requirements by not registering the project under RERA Act,2016.

Feeling aggrieved, respondent-allottees had filed **cross complaint no. 73/2021 titled as Niladri Kanti Pal and another vs Ansal Properties and Infrastructure Ltd**

E. WRITTEN ARGUMENTS OF RESPONDENT ALLOTTEE

13. Ld. Counsel for the respondent allottee has also filed his written submissions dated 21.04.2022. Following submissions have been made:

- a. Complainant promoter has alleged that the total cost of the property is Rs. 32,35,392.02 and the area of the said property is 1549 sq. ft. however as per the agreement dated 30.06.201, the total cost of the property along with allied charges is Rs. 26,35,000/- and the area is 150 sq. ft.



- b. Complainant promoter cannot unilaterally increase or decrease the area of the property.
- c. Complainant promoter must be put to strict proof of his pleadings stating that the total sales consideration was Rs. 32,35,392.02/-. Respondent has mala fide filed the complaint seeking recovery of Rs. 7,14,687.40/-
- d. Complainant cannot be made to wait beyond a reasonable period for possession. As per the terms of the agreement dated 30.06.2011, deemed date of possession in this case works out to be 30.12.2014(42 months from date of agreement for sale). Complainant promoter in his own case has stated that possession has been offered in December 2016 which is after the due date of possession.

F. FACTS OF COMPLAINT NO. 73 OF 2021

14. Facts of complaint are that complainant had booked a flat in the project- Green Escape apartments, Sonipat of the respondent by making payment of Rs 1,07,896/- on 30.06.2011, following which builder buyer agreement was executed between the complainant and respondent on 30.06.2011. As per clause 5.1 of the BBA, possession of the flat was to be made within 48 months from the date of agreement, thus deemed date of delivery was on 30.06.2015. An amount of Rs 25,91,335/- has been paid by complainant against basic sale price of Rs 21,03,750/-.


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15. It is submitted by the complainants that respondent failed to deliver possession within the time stipulated in terms of agreement. Further, they had approached respondent in month of July,2015 and requested for cancellation of builder buyer agreement and refund of paid amount with interest. Respondent was informed of the fact that complainant no. 1 i.e. Niladri Kant Pal might be transferred to another place so flat be given on urgent basis for residence purpose for his family. Respondent did not take any action upon requests of complainants. Meanwhile, complainant no. 1 was transferred to West Bengal in month of September, 2015.
16. That respondent had issued a possession letter dated 06.10.2016 to the complainants but said letter was not in receipt of complainants due to fact of transfer to West Bengal. It was only in month of December, 2016 when neighbours of complainants had shared the details of the notice to them, complainants came to know the fact of possession letter.
17. That, a letter dated 16.01.2019, copy of which is annexed as Annexure C-4, was written to respondent seeking refund of paid amount with interest. But respondent had acted malafidely and approached this Authority by filing complaint no. 385/2020.
18. That delay in development of project by the respondent has shattered the faith of complainants and such inordinate delay has frustrated the



purpose of purchasing the unit. Therefore, complainants are left with no other option but to approach this Authority. Hence the present complaint has been filed.

G. RELIEF SOUGHT

19. Complainants in their complaint have sought following reliefs:
- i. Pass an order directing the respondent to return to the complainants an amount of Rs 25,91,335/- alongwith interest @24% p.a. from the date on which the possession of the flat was agreed to be given till repayment of the amount.
 - ii. Pass an order directing the respondent to pay an amount of Rs 5,00,000/- towards compensation.
 - ii. Any other relief.

H. REPLY SUBMITTED ON BEHALF OF RESPONDENT

20. Despite being given adequate opportunity reply has not been filed by ld. counsel for the respondent in complaint no. 73 of 2021.

I. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

21. During oral arguments learned counsel for the allottees insisted upon refund of paid amount from date of deposit till actual realization in terms of RERA Act,2016 with interest stating, that, possession has been delayed by the complainant-builder without any reasonable cause.



22. Learned counsel for the builder has stated that construction of the flat has been completed by utilizing funds received from the allottees and occupation certificate stands received in year 2016 and thereafter a valid offer of possession was issued to allottees on 06.10.2016 but it is the respondent-allotees who are not coming forward to accept possession by making payment of outstanding due amount. He requested that in case refund of paid amount in favor of allottees is being awarded then same shall be subject to forfeiture of earnest money in terms of builder buyer agreement as complainant builder is not at fault in handing over of legal possession of the booked flat.

J. ISSUES FOR ADJUDICATION

23. Whether the respondent-allotees can be forced to take possession of the flat after expiry of stipulated timelines in terms of builder buyer agreement?
24. Whether complainant builder can be allowed to refund the paid amount after forfeiture of earnest money in terms of builder buyer agreement?
25. Whether respondent-allotees are entitled to refund of amount deposited by them along with interest in terms of Section 18 of Act of 2016?

K. OBSERVATIONS AND DECISION OF THE AUTHORITY

26. Argument heard. The Authority has gone through the rival contentions.

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27. All the issues are inter-connected, therefore, in order to avoid the repetition and for the sake of brevity, the same are taken together for discussion.
28. In both the complaints, it is not disputed that the allottee had booked a two bedroom flat in the project namely; Green Escape, located in sector 35 in Sonipat and consequently, a proposed flat vide no.0103-023053 was allotted to him. It is also not disputed that till the year 2015, allottee had made a payment of ₹ 25,91,335/-. As per BBA dated 30.6.2011, the possession of the flat measuring approximately 1250 sq.ft. was to be delivered within 42 months, extendable upto six more months from the date of execution of builder buyer agreement meaning thereby, the builder was to offer possession upto 2015, whereas, it is the case of the builder/promoter itself that possession was offered vide letter dated 7.10.2016.
29. The builder has not placed on file the builder buyer agreement which is the very basic document determining the rights and liabilities between the promoter i.e. Ansal Properties & Infrastructure Limited and the allottee i.e. Niladari Kanti Pal. Nonetheless, the allottee has placed on file the builder buyer agreement dated 30.06.2011 and the builder has not disputed the same.



30. Perusal of builder buyer agreement shows that the proposed flat was admeasuring 1200 sq.ft., and, the total sale consideration was fixed at ₹ 21,03,750/-. Though as per clause 23 of the builder buyer agreement, the area could have been increased/decreased upto 10%, but in the undated allotment letter annexed by the builder, the area is shown as 1549 sq.ft. meaning thereby the builder has not offered the flat as agreed upon vide the builder buyer agreement dated 30.06.2011 and, that being the case, the allottee cannot be forced to accept the property to which he never agreed.
31. Looking at the issue of increased area from another angle, as per the builder buyer agreement, the builder claim itself to be the owner of 36.65 acres of land and DTCP had granted licence for the development and construction of the same. Further, the occupation certificate dated 06.10.2016 issued by DTCP for Tower-23, in which the unit of the allottees Mr. Niladari Kanti Pal and Mrs. Mowshmi Pal shows that the FAR sanctioned by DTCP and the FAR achieved by the promoter remained the same. It is not the case of the builder that subsequent to the execution of the builder buyer agreement, some other parcel of land has been included in the licence area of the project or the FAR achieved for the said Tower i.e. Tower No.23 exceeded the sanctioned FAR, and as such the area of the unit had increased, whereas, once the builder has



claimed that the area has increased, the onus was on it to lead the evidence in the shape of documents to prove that how the area has increased. There is nothing on file to show how the area has increased. In these circumstances, the bald assertion of the builder that the area of the flat has increased cannot be legally accepted.

32. Further, a conjoint reading of clause 2.1 and 5.1 of the builder buyer agreement speaks in telling manner that the bulky builder buyer agreement was so cleverly drafted that no person of common prudence could have the clue qua the clever drafting of the builder buyer agreement and the same is heavily drafted in favour of the builder and if the Authority accepts the builder buyer agreement in its entirety then either it would not give a proper meaning or it would lead to travesty of justice, as clause 5.1 inter-alia says that the period would commence from “the date of execution of this agreement or from the date of commencement of construction of the particular tower/block in which the said tower is situated subject to sanction of the building plan whichever is later.”

Now, one fails to understand how a layman will come to know when the construction of particular tower/block has started. But, be that as it may, incorporation of such clause in the builder buyer agreement goes along with to speak volume about the intentions of the builder.



33. The builder has rested his entire case on the strength of allotment letter (P-1). Perusal of the same goes on to show that it does not bear the date as to when it was written/addressed to the allottees. However, normally an allotment letter is issued to the allottees prior to the time of execution of builder buyer agreement. The perusal of the builder buyer agreement dated 30.06.2011 shows that the allottees were residing at 68, Vindhyachal Apartment, near Mianwali Nagar, Rohtak Road, New Delhi. The allottees have claimed that they remained at the Delhi address till 2015 and when Mr. Niladhari Kanti Pal was transferred to West Bengal. Allottee has further pleaded that it was in the year 2019 when he gave/updated his address of West Bengal to the builder. There is nothing on the file in any shape like impleading of the document that as to when and how the builder came to know about the Hoogly (West Bengal) address of the allottee. Thus, the undated allotment letter (P-1) addressed at the Hoogly, West Bengal address of the allottee does not inspire confidence and as such cannot be taken into consideration to adjudicate the rival claims of the party.

34. Seeing the matter from another angle; the builder buyer agreement was executed on 30.06.2011. Thus, possession was to be handed over upto 31.12.2014 or latest by 30.6.2015. Admittedly, the sale consideration had already been paid till June 2015. The allottee had categorically


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pleaded and have annexed document to the effect that majority of the amount they had paid in the year 2011 and 2012 and he kept on contacting the builder till the due date of delivery of possession. Not only this, he also pleaded that when he had gone Hoogly and some letter was delivered at his Delhi address, then he was so informed by his Delhi neighbours. He has also pleaded that once the builder failed to deliver the flat on time then he asked for the refund of the amount and it was on the pretext of sending the refund to the new address at Hoogly that the letter containing new address of the allottee was obtained by the officials of the builder, but, instead of refunding the amount, the builder instituted the present complaint vide No.385 of 2020. There is an old proverb that "man may lie but circumstances do not". Now, analysing the entire facts from all angles, it emerges out that it is the builder who could not deliver the flat on time and also illegally showed the area increased, per-contra it was the allottee who had failed the entire sale consideration before the due date for delivery of possession and still when he has rightfully claimed his amount back, then, initially as a usual builder trait he was being assured and then ultimate making he has been dragged into this luxurious litigation at the end of the builder.

35. Authority observes that in terms of builder buyer agreement, the respondent was supposed to handover possession latest up to



30.06.2015. In present case, respondent failed to honour its contractual obligations of offering possession of the allotted unit within stipulated time without any reasonable justification. Factual position remains that offer of possession was made on 07.10.2016 i.e. after delay of 1.5 years approximately from deemed date of possession but for said delay no justification has been provided by respondent nor any letter/information was issued to complainants about stage of construction of flat/reasons attributed to delay between the year 2015-2016 when complainants were curious about the possession of flat. Now, after a delay of more than 5 years complainants cannot be forced to accept possession of the unit. It is noteworthy to mention here the judgment 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

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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 22 Respondent – Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with Interest.”

36. Hon’ble Supreme Court in the matter of “**Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others**” has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. 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.”



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 delayed delivery of possession.

37. In view of the aforesaid observation Authority deems it fit to grant refund of paid amount with interest to the complainant. 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 (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”.

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

38. The definition of 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;

39. 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.
40. 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. 28.07.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.75%.
41. Thus, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Allottee has claimed to have been paid ₹25,91,335/- but receipts of


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₹25,91,327/- have been annexed by him. Authority directs respondent to refund to the complainant the paid amount of ₹25,91,327/- 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 10.75% (8.75% + 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 calculated at the rate of 10.75% till the date of this order and total amount works out to ₹30,80,309/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 28.07.2023
1.	325316	3/26/2013	361883
2.	175000	11/14/2011	220338
3.	53922	9/3/2012	63223
4.	200000	9/15/2011	255349
5.	50782	6/27/2012	60558
6.	108981	6/30/2011	141613
7.	40792	11/14/2011	51360
8.	50782	7/3/2012	60468
9.	50782	5/23/2012	61082
10.	162659	7/20/2013	175385
Total	25,91,327/-		30,80,309/-

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L. DIRECTIONS OF THE AUTHORITY

42. 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 ₹56,71,636/- 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.

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



.....
NADIM AKHTAR
[MEMBER]



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