



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

<b>Complaint no.:</b>	<b>1217 of 2019</b>
<b>Date of filing:</b>	<b>21.05.2019</b>
<b>First date of hearing:</b>	<b>17.07.2019</b>
<b>Date of decision:</b>	<b>03.08.2023</b>

Rupa Joshi

w/o Vishal Joshi

r/o House no. 1567, Sector 7E,

Faridabad-121006

.....COMPLAINANT

Versus

GPM Developers Pvt. Ltd.

F-20, Bankey Lal Market, Baradpur,

New Delhi-110044

.....RESPONDENT

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

**Member  
Member**

**Date of Hearing: 03.08.2023**

**Hearing:** 2<sup>nd</sup> (reopen)

**Present:** - Sh. Gurinder Singh Goraya, learned counsel for the complainant  
Sh. Anil Kumar Goyal, learned counsel for the respondent.

**ORDER (NADIM AKHTAR –MEMBER)**

1. Present complaint has been filed on 21.05.2019 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 there under, 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.

**A. UNIT AND PROJECT RELATED DETAILS**

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

S.No.	Particulars	Details
1.	Name of the project	Blosom Greens, Sector 63, Faridabad



2.	RERA registered/not registered	Registered (registration no. 310 of 2017) (now online showing lapsed project)
3.	DTCP License no.	139 of 2014 dated 26.08.2014 and 86 of 2009 dated 18.12.2009
5.	Flat no.	601, 6 <sup>th</sup> floor Tower B3
6.	Super built up area	1238 sq ft.
7.	Date of Flat Buyer Agreement	18.10.2013
8.	Deemed date of possession	18.10.2016 as per clause 4.1 of Flat Buyer Agreement (30 months +6 months grace period from the date of execution of this agreement)
8.	Total sale consideration	₹44,31,360/-
9.	Basic sale price	₹38,36,160/-
9.	Amount paid by complainant	₹34,31,230/-
10.	Offer of possession	15.11.2017
11.	Occupation certificate received (as per report of Directorate of Town and Country Planning, Faridabad, Haryana)	31.08.2021

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

3. That the complainant is working as a teacher in a private school and present complaint has been filed by the husband of the complainant being the special power of attorney holder of the complainant. Copy of special power is attorney dated 26.04.2019 is annexed as "Annexure C-1".
4. That the complainant had booked a 3BHK apartment having 1238 sq. ft. super area in respondent's project namely "BLOSOM GREENS" at Sector 63, Faridabad and paid a sum of ₹2,06,180/- on 14.05.2013 in cash towards booking of the said flat. Flat buyer agreement was executed on 18.10.2013. The total sale price of the flat is ₹44,31,360/- and basic sale price is ₹38,36,160/- Flat Buyer Agreement is annexed at "Annexure C-2". That the respondent had allotted flat no. 601,6<sup>th</sup> floor, tower- B3 to the complainant vide allotment letter 08.08.2014. Copy of receipts and allotment letter are annexed at "Annexure C-4 to C-7".
5. That complainant has alleged that respondent was under obligation to handover possession of the booked flat within 30 months +6 months grace period from the date of execution of flat buyer Agreement. Complainant had paid an amount of ₹34,31,230/- out of total sale consideration to the respondent till date. Out of the said amount ₹15,28,171/- was paid by the



bank of the complainant from which complainant had availed the home loan and ₹19,03,059/- was paid by the husband of the complainant.

6. After deemed date of possession expired, complainant visited the site of construction and enquired from the respondent about progress of the project. To which, respondent replied that construction of the project will be completed soon and complainant will also be given compensation for delayed possession. However, there was no visible progress seen in the construction work even after the visit. Therefore, complainant sent e-mails dated 05.01.2015 and 11.10.2017 respectively seeking refund from the respondent as booked flat was nowhere near completion.
7. That complainant also sent legal notice dated 13.11.2017, through her counsel, to the respondent seeking refund of the amount paid by her, annexed at Annexure C-9&C-10. In response to the same, respondent issued a letter dated 15.11.2017 with regard to the inspection of the flat of the complainant and for depositing the balance amount to the respondent for taking physical possession of the flat. Letter dated 15.11.2017 is annexed as "Annexure C-11", which was received by complainant on 06.12.2017. However, when complainant visited the project site, she was at utter shock, seeing that project was still incomplete. Complainant also requested the respondent, to provide various documents which are sought



by the bank of the complainant, from which the complainant had obtained loan, for the purpose of reimbursing of further payment to the respondent.

8. That complainant also filed a complaint No. 8345/CC/P dated 15.12.2017 against the respondent before the Commissioner of Police, Faridabad for fraud, cheating etc. annexed as "Annexure C-12." Complainant also filed R.T.I applications before the District Fire Officer, Fairdabad and District Pollution Control Officer, Faridabad on 02.07.2018 to know about the actual status of the certificates, which were to be issued by the said department to the respondent and which were to be supplied by the respondent to the complainant, for making balance payment to the respondent and for registration of sale deed. Copies of said RTI applications are annexed as "Annexure C-13&14" to which Fire Station Officer, Faridabad vide letter dated 29.05.2018 and District Pollution Control Officer, Faridabad replied that no certificates were issued by their departments to the respondent. Replies of respective departments are annexed as "Annexure C-15&C-16."
9. That the husband of the complainant also filed an R.T.I before the District Town Planner, HUDA, Faridabad vide letter dated 22.11.2018 annexed as "Annexure C-17" seeking information about the occupation certificate of the project of the respondent. DTP, Faridabad vide letter dated 30.01.2019 annexed as "Annexure C-18" informed the husband of the complainant that



no completion/occupation certificate has been issued to the respondent and respondent cannot handover the possession of the booked flat to the complainant without obtaining occupation certificate.

10. That complainant also filed R.T.I dated 13.06.2018 annexed as "Annexure C-19" before Executive Engineer cum Lift Inspector Electrical Inspectorate, Faridabad, Haryana enquiring about the registration of the lifts installed by respondent in the said project, to which, Executive Engineer cum Lift Inspector Electrical Inspectorate, Faridabad, Haryana replied that respondent had only applied for new lift registration of Tower A3 which was inspected on 18.12.2017. Reply of Executive Engineer cum Lift Inspector Electrical Inspectorate, Faridabad, Haryana dated 05.07.2018 annexed as "Annexure C-20". Flat of the complainant was in Tower B3 and respondent had offered possession to the complainant before getting lifts registered of the booked flat in Tower B-3.
11. That the complainant also filed an R.T.I dated 24.05.2018 before HRERA, Gurugram annexed as "Annexure C-21" confirming about the fact, that "can respondent offer possession without occupation certificate?", to which HRERA, Gurugram replied vide letter dated 22.06.2018, annexed as "Annexure C-22" that that any offer of possession made by the respondent promoter to the complainant without occupation certificate will be invalid.



12. That respondent had issued an invalid offer of possession vide possession letter dated 15.11.2017 because the same was not accompanied by the requisite documents. Therefore, the said offer of possession was refused by the complainant.

13. Hence present complaint is filed.

**C. RELIEF SOUGHT**

14. Complainant seeks following reliefs :

- i. That the present complainant may kindly be allowed and the respondent may be directed to refund the amount of ₹34,31,230/- to the complainant in the interest of justice.
- ii. Any other relief which this Hon'ble Authority deems fit and proper in facts and circumstances of the present appeal may also be passed in favour of the complainant and against the respondent, in the interest of justice.

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

15. That complainant approached the respondent company on 14.05.2013 for booking of the flat in their project "Blossom Greens" at Sector- 63 , Faridabad and one flat was booked in the joint name of the complainant and her husband. The complainant opted for construction link plan and an agreement dated 18.10.2013 was signed between the parties wherein





respondent was required to complete the project within 36 months from the date of signing of the agreement, subject to condition, that allottee shall pay the amounts as per demand letters issued by the respondent at various stages of construction.

16. That complainant paid till seventh instalments and did not pay afterwards. Thus, the complainant as per books maintained by the respondent, had defaulted in the total payment of ₹14,93,289/- along with interest of ₹8,25,506/- as on date of the demand i.e. 15.11.2017, total amounting ₹23,18,795/- .
17. That respondent after completion of the entire building, applied for the occupation certificate with the Director, Town and Country Planning vide letter dated 15.04.2017 annexed as "Annexure R-1". Accordingly, the respondent also offered possession to the flat to the complainant vide letter dated 15.11.2017. Complainant was offered possession and was informed to make payment of balance amount along with sum of interest, i.e., ₹23,18,795/-. This sum includes ₹1,50,000/- which was being returned by the respondent to the complainant vide RTGS dated 30.09.2014, "annexed as Annexure R-2".
18. That the complainant instead of paying the balance amount and taking possession of the flat, chose to take refund of the amount paid by her for which she was not entitled as per flat buyer agreement signed between the



parties. Respondent is still ready to give possession of the booked flat after payment of the balance amount and interest thereon.

19. That despite of various demand letters issued by the respondent to the complainant, as per payment schedule, complainant never made any further payment after 24.12.2014.
20. Respondent had already got the permission for the lift annexed as "Annexure R-5" and fire approval is also pending since April 2017. Respondent had also obtained pollution certificate from the Pollution Department. Hence, there are no violation of rules and regulation under chapter III of the RERA by the respondent in any manner.
21. That complainant in her complaint mentioned that she had filed a complaint no. 8345/CC/P dated 15.12.2017 against the respondent before the Commissioner of Police, Faridabad. However the same was dismissed. As per report of DTP, offence is compoundable and pertains to jurisdiction of DTP concerned and not liable for police station. Copy of the letter addressed to EOW Ballabgarh in police investigation Report "annexed as Annexure R-6".
22. Respondent also mentioned in his reply that lift was registered with the concerned authority for the Tower B-3 under Registration Certificate dated 24.04.2018 annexed with "Annexure- C-20."



**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

23. Learned counsel for complainant stated that respondent had violated the terms and conditions of flat buyer agreement by not handing over possession of the booked flat within stipulated time. Therefore, e-mails dated 05.01.2015 and 11.10.2017 were sent by the complainant to the respondent seeking refund of the paid amount from the respondent. He further stated that complainant had visited the project site on numerous occasions but there was no visible progress towards completion of the construction work. Furthermore, the offer of possession made by the respondent on 15.11.2017 was not a valid offer of possession as the same was made without obtaining occupation certificate from the competent authority.
24. On the other hand, learned counsel for respondent stated that complainant had opted for construction link plan. Complainant was supposed to make full payment to get possession of the booked flat. However, complainant stopped making payment after 2014, despite receiving various demand letters from respondent. Learned counsel for respondent stated that while issuing demand letters respondent also mentioned the stages of construction, so that the complainant is aware about the construction status of the project in question.



## F. ISSUES FOR ADJUDICATION

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

## G. OBSERVATIONS AND DECISION OF THE AUTHORITY

26. After considering the averments of the learned counsels for the parties and on perusal of the files, Authority observes that the captioned complaint was filed on 21.05.2019, which was disposed of vide order dated 07.07.2022 wherein complainant was allowed relief of possession along with delay interest. Relevant part of the order is produced below:

*“Complainant has sought relief of refund. As per policy of Authority, in case the project has been completed and has also obtained occupation certificate on 31.08.2021 by competent authorities thus offer of possession given to the allottees is a legal offer. Therefore offer of possession dated 15.11.2017 can be deemed valid w.e.f. Receipt of occupation certificate. In view of above facts, the complainant is entitled to Delay Interest from deemed date of possession i.e. 18.10.2016 to 31.08.2021 i.e date of obtaining of Occupation certificate along with possession of the unit rather refund. Respondent is directed to make a fresh offer of possession of the said unit within one month of passing of this order. Authority had already adjudicated a large number of cases, where relief of refund cannot be granted in situation where project gets completed and have obtained permission of occupation certificate or part completion certificate. Furthermore, Authority had indicated its mind in its previous order dated 01.06.2022 as reproduced above in para 5, directing that complainant is entitled to relief of possession of the unit along with*



*delay interest. Authority reaffirms its tentative view that complainant is entitled to possession of the unit along with permissible interest for the delayed period ranging from deemed date of possession i.e. 18.10.2016 till the date of obtaining of occupation certificate i.e. 31.08.2021 calculated @ SBI MCLR + 2% as provided in Rule 15 of the Haryana Real Estate (Regulation and Development) Rules 2017 which arrives @ 9.70% at the time of passing of this order. Respondent shall also provide a fresh statement of Accounts after duly adjusting the amount of delay interest payable to the complainants within 30 days of uploading of this order. Such statement shall reflect the amount of payable or receivables if any by/to complainants. In the following complaint, delay interest is calculated after deducting EDC/IDC charges and Service tax from the total paid amount/ receipts. The amount of such taxes are not payable to the builder rather required to be passed on by the builder to the concerned revenue department/authorities. If builder does not pass on this amount to the concerned department, the interest thereon becomes payable only to the department concerned and the builder for such default of non-passing of amount to the concerned department will himself be liable to bear the burden of interest”.*

27. Subsequently, learned counsel for complainant approached the office of the Authority and apprised the Authority that an Appeal bearing no. 695 of 2022 titled as “*Rupa Joshi versus M/s GPM Developers Pvt. Ltd.*” was filed by the complainant before Hon’ble Appellate Tribunal against the orders of the Authority dated 07.07.2022 in complaint no 1217 of 2019 titled as “*Rupa Joshi versus M/s GPM Developers Pvt. Ltd.*” which was decided by the Hon’ble Appellate Tribunal vide



order dated 15.05.2023, wherein captioned complaint case has been remanded back to the Authority with the direction to conclude the hearing within 2 months and decide the matter afresh as per law, after affording opportunity of hearing to both the parties. At Para 11 of the said order, Hon'ble Appellate Tribunal had directed the parties to appear before the Authority on 30.05.2023. However, neither did any of the parties appeared nor was said order of the Hon'ble Appellate Tribunal put up before the Authority. Consequently, the matter could not be re-opened and listed for hearing on 30.05.2023. The said order was put up before the Authority on 20.06.2023, complying with the orders of Hon'ble Appellate Tribunal. Matter was re-opened for hearing afresh and listed for hearing on 06.07.2023. On the said date, Authority directed the office to make a reference to the Director Town and Country Planning Department, Haryana (DTCP) requesting to provide a status report of the occupation certificate issued to the respondent and clarify about the block no. CC in the occupation certificate and tower B-3 at site.

28. In furtherance to the same, a letter dated 02.08.2023 was received from the Director Town and Country Planning Department, Haryana (DTCP) in the Office. Relevant part of the letter is reproduced below:



*“On the subject cited matter, the case has been examined and it is informed that as per the approved building plans, Block no. A (Tower-1 & 2), BB (Tower- 1). CC (Tower-1 & 2 Type-1 & Type-2), Block DD (Tower-1 & 2) and Block EE (EWS) have been sanctioned. Accordingly, this office has granted the occupation certificate dated 31.08.2021 duly mentioning the Block no. AA (Tower 1 & 2, CC (Tower-1; (Type-2), Block-DD (Tower-1 & 2) and Block-EE (EWS). There is no record available in the office that the Block-CC (Tower-1, Type-2) has another name I.e.Tower-B3. However, the site report has been sought from DTP, Faridabad, where it has been informed that the name of Block-CC (Type-2), Tower- 1 has been named as B-3 at the site by the developer.*

29. Authority observes that it is admitted by the parties that flat buyer agreement dated 18.10.2013 was executed between parties; respondent was under an obligation to handover the possession of the booked unit to the complainant on or before 18.10.2016; complainant had paid an amount of ₹34,31,230/- .
30. However, respondent after receiving said substantial amount has failed to handover the legally valid possession to the complainant i.e. without receiving the occupation certificate from the competent authority. The complainant after waiting for almost three years had



approached the Authority on 21.05.2019 for refund of the amount paid to the respondent. Per- contra respondent has submitted that project in question is complete and respondent is ready to handover the possession to the complainant, subject to payment of pending dues.

31. Complainant has alleged that she had paid amount of ₹34,31,230/- (₹19,03,059/- some from his pocket and ₹ 15,28,171 by way of loan from the bank). According to the complainant she had opted for the construction link plan and paid the amount as on when demands were raised. Complainant submitted that she had visited the project site to check the construction status of the booked flat. However, she was shocked to see that the project was nowhere near completion and was not in a position to be handed over in near future. Thereafter, complainant had admittedly stopped making further payments as there was no progress at the site. Distressed with the situation/ fact that the construction of the flat was nowhere near completion, complainant wrote an email dated 05.01.2015 to the respondent wherein it is stated that *“as discussed with you on 19 December and again sometimes regarding the surrender of my flat unit BG-B3-601 in the name of Rupa Joshi. I have not received any reply from your side. May I request you to kindly advise me about it and please do the needful”*. Further, complainant sent another e-mail dated 11.10.2017 to the





respondent wherein, complainant requested to refund his amount paid along with interest. Thereafter, a legal notice dated 13.11.2017 was also sent to the respondent. However, it is observed that instead of accepting the request of complainant of refund along with interest, respondent issued complainant a letter of offer of possession on 15.11.2017. On perusal of the e-mail dated 05.01.2015, Authority is of the view that complainant was contemplating to surrender the flat and sought the advise from the respondent promoter regarding the same. However, there is nothing on record to show nor is apparent from the language of the email that complainant actually surrendered the unit and the respondent accepted the same and returned the amount. Nevertheless, the language of the emails and legal notice dated 05.01.2015, 11.10.2017, 13.11.2017 respectively can be helpful in drawing reference that even by the year 2017 there was hardly any progress towards the construction work and allottee was giving up hope to get the booked flat in near future and contemplating its other options to wriggle out of the project.

32. In order to effectively adjudicate the relief sought by the complainant it is important to ascertain whether the offer of possession dated 15.11.2017 was made as per agreement for sale, and was the said offer of possession a legally valid offer of possession. In this regard,

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reference is made to the communication dated 02.08.2023 received from the Director of Town and Country Planning, Haryana where it is clearly stated that the occupation certificate for Block no. AA (Tower 1&2, CC (Tower 1; (Type 2), Block DD (Tower-1&2) Block EE (EWS) was received only on 30.08.2021. It is noted that as per clause 4.1 of the flat buyer agreement the possession of the booked flat was to be handed over within 30 months plus 6 months grace period, from the date of execution of flat buyer agreement, meaning thereby, as per agreement of sale respondent promoter was obligated to handover the possession by 18.10.2016, which he visibly failed to do. Therefore, offer of possession made by the respondent prior to 2021 was not a valid offer of possession. Moreover, in the year 2019, she has already approached the Authority seeking relief of refund u/s 18(1) of the RERA Act, 2016. Further, there is nothing to prove that post 2021 any valid offer of possession has been made by the respondent to the complainant. The respondent promoter has taken a defense that offer of possession was made to the complainant on 15.11.2017 after applying for occupation certificate. Here, the Authority observes that when an allottee purchases a flat, he does so with a hope and trust that the promoter shall handover the same as per promise made in agreement for sale/ flat buyer agreement. The allottee has genuine



expectations from the respondent that when possession of the flat is handed over, the same is in such a condition where the allottee can enjoy living. In the present case offer of possession was never made within the timeline as promised in the flat buyer agreement and when offered on 15.11.2017 the same was without the basic services required for habitation. Only a valid occupation certificate could have shown that at least the basic services required for human habitation were available on the date the possession was offered.

33. It would not be out of context to observe that the offer of possession made on 15.11.2017 was only eyewash to evade the obligation on promoter to refund the amount paid along with interest at prescribed rate after RERA Act, 2017 coming into force. It is further observed that since the complainant had expressed her intention clearly to the respondent to pull out from the project and exercised her rights to seek refund u/s 18(1) of the Act vide email dated 11.10.2017 and legal notice dated 13.11.2017 she cannot be forced/ compelled to remain/ continue with the project simply on the ground that subsequently the respondent promoter obtained an occupation certificate from the competent authority on 30.08.2021. The issue whether the occupation certificate for the Tower B-3 has been received or not, the Director of Town and Country Planning, Faridabad, Haryana in its



communication to the Authority has stated that there is no record in their office that Block CC has another name i.e., Tower B-3, however, they mentioned that on site report sought from Director of Town and Country Planning, Faridabad, Haryana informs that the name of Block CC(Type 2) Tower 1, has been named as Tower B-3 at the site by the developer.

34. Furthermore, the fact that the complaint filed by the complainant before the Authority for refund of amount along with interest on 21.05.2019 i.e. before the date on which the promoter received a legally valid occupation certificate leaves no doubt that the complainant had already made up her mind to withdraw from the project and thus cannot be granted any other alternative relief from what she has sought from this Authority i.e. The relief of refund along with interest at the prescribed rate.
35. 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. 6745-6749 of 2021 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.

36. In view of above, Authority finds it to be fit case for allowing refund along with interest in favour of complainants. As per Section 18 of Act, interest is defined as under:-

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;

Rule 15 of HRERA Rules, 2017 which is reproduced below for ready references:

**“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”.**”

37. 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. 03.08.2023. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.75%
38. Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid by them till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainant the paid amount of ₹34,31,230/- 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 at the rate of 10.75% till the date of this order and said amount works out to ₹68,58,365/- as per detail given in the table below:

Sr no.	Complaint no.	Principal amount as per receipts/ customer ledger/ statement of accounts (in Rs.)	Interest @ 10.75% till 05.07.2023 (in Rs.)	Total amount to be refunded (in Rs.)
1.	1217/2019	Rs. 34,31,230/-	Rs. 34,27,135/-	Rs. 68,58,365/-

#### H. DIRECTIONS OF THE AUTHORITY

39. 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 ₹68,58,365/- 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.

40. The complaint is, accordingly, **disposed of**. File be consigned to the record room and order be uploaded on the website of the Authority.

*Geeta*

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

*Nadim*

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