



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Lead Complaint no.:	157 of 2023
Date of filing:	01.02.2023
Date of first hearing:	19.04.2023
Date of decision:	17.10.2023

### 1. COMPLAINT NO. 157 OF 2023

Parth Swarup Ashri

.....COMPLAINANT

Versus

Jotindra Steel & Tubes Limited.

.....RESPONDENT(S)

### 2. COMPLAINT NO. 158 OF 2023

Siddharth Swroop Asuri

.....COMPLAINANT

Versus

Jotindra Steel & Tubes Limited.

.....RESPONDENT(S)

**CORAM:**

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

**Member**  
**Member**

**Present:**

Mr. Om Singh for the complainants through VC in both captioned complaints.  
Mr. Amrit Singh, ld. counsel for the respondent through VC.

### **ORDER (NADIM AKHTAR - MEMBER)**

1. Present bunch of both complaints have been filed by complainants on 01.02.2023 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 allottees as per the terms agreed between them.

2. The above-captioned complaints have been taken together as a bunch for disposal since nature and facts of these complaints are identical and relate to same project of the respondent namely "*Shree Homes (Phase II)*" and similar reliefs have been prayed by the complainants in both the above captioned complaints and are represented by same counsel. **Complaint no. 157/2023** titled '*Parth Swarup Ashri vs. Jotindra Steel & Tubes Limited*' has been taken as lead case and broad facts of the lead complaint are recorded by the Authority in its orders.

**A. UNIT AND PROJECT RELATED DETAILS OF LEAD COMPLAINT NO. 157 OF 2023**

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

S.No.	Particulars	Details
1.	Name of the project	Shree Homes (Phase-II)
2.	Nature of the project	Affordable Group Housing



		Colony
3.	Name of the promoter	M/s Jotindra Steel & Tubes Limited
4.	RERA registered/not registered	Registered (Regd. No. HRERA-PKL-FBD-171-2019)
5.	Date of booking	16.01.2019
6.	Flat no.	Flat no.1702, Tower-4
7.	Carpet Area	645.84 Sq. ft.
8.	Date of allotment	11.07.2020
9.	Revised Unit	Flat no 1404, Tower-9.
10.	Date of flat buyer agreement(hereinafter referred to as FBA)	Not Executed
11.	Deemed date of possession	As per Clause 1(iv) of Affordable Housing Policy 2013- <i>4 years from the approval of building plans or grant of environmental clearance(02.02.2021), whichever is later i.e., 02.02.2025</i>
12.	Basic sale price	Rs.25,83,360/-
13.	Amount paid by complainant	Rs.6,64,883/-
14.	Offer of possession	No offer

### B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

4. That the complainant had booked a flat measuring 645.84 sq. ft. in affordable Group Housing Colony of the respondent named 'Shree Homes (Phase-II)' by paying a booking amount of Rs. 1,33,000/- on 16.12.2019.





5. That the complainant was allotted a flat in the said project of the respondent vide provisional allotment letter dated 11.07.2020 along with the demand of Rs. 5,31,883/-. Copy of allotment letter cum demand letter has been annexed as P/2. Complainant had paid the said amount of Rs. 5,31,883/- through the bank transfer on 24.07.2020. Copy of Account statement showing proof of said payment has been annexed as Annexure-P/1.
6. That the respondent has initially allotted the flat no. 1702 , Tower-4 to complainant which was thereafter changed to Flat no. 1404, Tower-9 of the same project of respondent.
7. That the -complainant has paid the total amount of Rs. 6,64,883 till 24.07.2020 as per demand raised by respondent against the basic sale consideration of Rs. 25,83,360/-. Now, next instalment was due after six month from the allotment dated 11.07.2020. Despite of receiving more than 25% of sale consideration, a flat buyer agreement was not executed between the parties.
8. That on January 2021, complainant visited the respondent office to know construction status of the project and next instalment date. However, respondent stated that the project construction was not started due to covid and extension of time period for the construction has already been granted by the government. That the next demand will be raised later



without any penalty on instalment amount. Therefore, respondent assured the complainant that they will intimate later regarding next instalment.

9. That on the bases of the above assurance and representation given by the respondent, complainant agreed for the same that project construction and instalment demand is delayed due to covid. Between August 2020 to April 2022, respondent did not raise any demand to the complainant. Suddenly in the month on May 2022, the respondent had raised an illegal and unjustified demand of Rs. 10,75,486/- through email dated 06.05.2022. Vide said demand letter, respondent demanded multiple instalments in a one go which created extra burden on complainant and has been objected by the complainant.
10. That complainant after receiving the aforesaid demand visited the respondent office on 12.05.2022 regarding the demand and loan formalities. Thereafter, complainant visited again on 15.05.2022 to the respondent office for that but respondent did not get any proper reply.
11. That the complainant contacted the respondent on several occasions and was regularly in touch with the respondent. However, instead of giving any satisfactory response regarding the project, respondent sent the cancellation of allotted unit T9-1404 through the email dated 26.05.2022 without any reminder and without giving time period to the complainant. Copy of cancellation email dated 26.05.2022 has been annexed as P/3.



12. That after receiving the cancellation email dated 26.05.2022, the complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly but respondent never replied. Complainant has further sent the email dated 26.05.2022 to the respondent stating that complainant have received only a single reminder as on 06.05.2022 and the time provided after this was not enough and requested to the respondent to not to cancel his unit. This is totally illegal, arbitrary, unjustified and unacceptable to complainant. Copy of reply email dated 26.05.2022 has been annexed as P/4.
13. That the queries of the complainant were never replied and the respondent was always vague and evasive to requests made by the complainant. Finding his repeated efforts being thwarted and dashed, the complainant became suspicious of the motives and intentions of the respondent and therefore, complainant filed a complaint against respondent to Police Commissioner, Faridabad, Haryana on 24.08.2022 (annexed as P/5) for committing fraud and cheating upon complainant.
14. That the complainant again sent several emails to the respondent dated 29.12.2022, 06.01.2023 but the queries of the complainant were never replied. Failing to get any response from the respondent, complainant has lost trust upon respondent company. Copy of emails dated 29.12.2022, 06.01.2023 have been annexed as P/6.





15. That the complainant has put a lot of faith in the services of the respondent and paid his hard earned money to the respondent but they have breached the complainant's faith. Therefore, The complainant's constraint to file the complaint in RERA Authority for judicious judgment.

**C. RELIEF SOUGHT**

16. In view of the facts mentioned above, the complainant prays for the following relief(s):-

- i. It is most respectfully prayed that this Hon'ble Authority be pleased to order the respondent to set aside cancellation of the allotment and allotment be restored immediately.
- ii. Direct the respondent to execute the flat buyer agreement between complainant and respondent.
- iii. Direct the respondent to raise fresh demand letter as per the construction status with stipulated time period 1-2 months.
- iv. Any other relief that the Hon'ble Authority deems fit in the facts and circumstances of the case.

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

Learned counsel for the respondent filed reply on 19.04.2023 pleading therein:-



17. That the complainant had applied for the allotment of an apartment at the affordable group housing project of the respondent namely 'Shree Homes' situated at Sector 45, Faridabad in the year 2019 and the complainant and the project are governed by the Affordable Housing Policy 2013 and its subsequent amendments. A copy of the application form of the complainant has been annexed as Annexure 3.
18. That the complainant became a successful allottee in the draw of flats conducted in the presence of the Deputy Commissioner, Faridabad and other officials from the DTCP, Haryana, and thereby complainant was initially allotted a flat no. 1702 in Tower 4 on 17th floor admeasuring area 645.84 sq. ft. However, on the request of the complainant vide email dated 06.08.2021, his allotment was shifted to unit No. 1404 in Tower 9 of the same project of the respondent. Copy of email dated 06.08.2021 has been annexed as Annexure 10.
19. That the date of commencement of project shall be 4 years from the approval of building plans or grant of environmental clearance, whichever is later as per Clause 1(iv) of Annexure A of the Affordable Housing Policy 2013 as reproduced below:-

*Clause 1(iv) of the policy reads as "All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.'*





20. That the environmental clearance has been granted by State Environment Impact Assessment Authority, Haryana vide letter dated 02.02.2021. Therefore, respondent has to complete project by 02.02.2025.
21. That the total cost of the allotted flat was Rs. 26,33,360/- along with GST as applicable and complainant has paid a booking amount of Rs. 1,33,000/-(5% of the value of the flat) and thereafter Rs. 5,31,883/- (i.e., 20% of value of flat) on 24.07.2020 as per demand letter dated 13.07.2020 issued by respondent. Thus, a total amount of Rs.6,64,883/- was paid by respondent till 24.07.2020 which is the 25% of total cost of the flat. The said demand of 25% was made as per payment plan annexed at page 36 of the reply file. Thereafter, the balance 75% of the total cost of the flat has to be recovered in 6 equated 6 monthly instalments as per the payment plan.
22. That the respondent has issued various demand letters to the complainant i.e., demand letter dated 23.12.2020 (Annexure-8) for a sum of Rs. 3,32,441/-, demand letter dated 10.06.2021 for a sum of Rs. 664,971, (Annexure-9) and demand letter dated 11.12.2021(Annexure -11) for the sum of Rs. 10,44,401/-. But complainant has failed to respond to any of said demand letters Thereafter, respondent has again sent a reminder dated 18.04.2022 (Annexure-12) for payment of dues of Rs. 10,75,486/-, however complainant failed to comply with said reminder.



23. That the respondent issued a public notice in the newspaper 'The Pioneer' on 05.05.2022 upon default of payment of due instalment by the complainant with a request to comply with the provisions of the Haryana Affordable Housing Policy, 2013 and to pay their due amount within 15 days from the date of publication of the public notice failing which the allotment shall be cancelled. The 15 days expire on 20.05.2022. A copy of the public notice which has been annexed as Annexure 13.
24. Respondent sent a final reminder on 06.05.2022 for payment of dues to the complainant however the complainant again did not comply with this reminder. Copy of final payment reminder is annexed as Annexure 14.
25. That both the parties i.e., applicant/allottee and the respondent are governed by the Affordable Housing Policy 2013 notified on 19.08.2013 by the Town and Country Planning Department, Govt. of Haryana and all its subsequent amendments as is clearly understood and admitted by the complainant. The policy under Clause 5(iii)(i) states that

*"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to her for depositing the due installments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi news-paper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment*



*may be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant... Thus the cancellation of the allotment of the Complainant has been done duly under the confines of the Policy.*

26. The complainant did not comply with the terms of the policy and the public notice and the 15 days expired on 20.05.2022. The allotment of the complainant stood cancelled and the said cancellation was communicated to complainant vide email dated 26.05.2022.
27. The complainant has filed the present complaint on false and frivolous facts and averments and malafide intent. The complaint is aimed to harass the respondent and to arm twist the respondent into reinstating her legally cancelled allotment. The complaint has no merits and should be dismissed with costs.

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

28. While initiating his pleadings, ld. Counsel for the complainant argued that despite paying approximately 25% of sale consideration, respondent has not informed the complainant regarding status of the project nor executed the BBA, rather continuously sent reminders for payment of balance consideration and that too in one go and thereafter cancelled his unit arbitrarily on 26.05.2022. He further contended that after receiving the





email dated 06.05.2022 for payment of Rs. 10,75,486,-, complainant visited the respondent office regarding the demands, loan formalities, but complainant did not get any proper reply. Thereafter, respondent has arbitrarily cancelled the unit vide cancellation letter dated 26.05.2022. Complainant kept visiting the respondent office pursuing the matter before representatives of respondent but complainant has never received any satisfactory response, nor has any refund been initiated by the respondent promoter. Instead, respondent-promoter has been utilizing the money paid by complainant till date for his own benefits.

On the other hand, Id. Counsel for the respondent stated that allotment of unit in favour of complainant was cancelled on 26.05.2022. Respondent contended that the cancellation of the unit of the complainant was made after making a publication in the newspaper, "The Pioneer" on 05.05.2022 along with a list of defaulters who had defaulted in making the payment. The said cancellation was done in accordance with Affordable Housing Policy, 2013 which provides that if within 15 days of the publication, complainant does not make the payment, his unit may be cancelled and in such case, the promoter may refund the paid up amount after deducting earnest money.

In response, Id. counsel for complainant stated that vide present complaint earlier he sought the relief of possession of unit after quashing



the cancellation of allotted unit. Since now if unit cannot be revived by respondent, so he intends to withdraw from the project of the respondent and further requested the Authority to grant him the relief of refund along with interest from the date of payment till date. Therefore, ld. counsel for complainant is now pressing for refund of paid amount along with interest.

Oral request of ld. counsel for complainant to change/amend relief from possession of unit to refund of amount paid along with interest not opposed by counsel for respondent. In view of above, Authority allows an amendment of relief from possession to refund of amount along with interest.

**F. ISSUES FOR ADJUDICATION**

29. Whether the complainants are entitled to refund of amount deposited by him along with interest in terms of Section 18 of Act of 2016.

**G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY**

30. The Authority has gone through the contentions of both the parties. In light of the background of the matter as raptured in this order and also the arguments submitted by the parties, Authority observes that there is no dispute between the parties with regard to the facts that that the complainant had booked a unit in the project of the respondent namely "Shree Homes (Phase II)" by making a payment of Rs. 1,33,000/- on



16.12.2019 to the respondent. Thereafter, a flat no. 1702 in Tower 4 on 17th floor admeasuring area 645.84sq. ft. was allotted to complainant vide allotment letter dated 11.07.2020 which was admittedly changed to flat no.-1404 in Tower-9 of same project of the respondent. However, due to non-payment of outstanding dues by complainant, the unit was cancelled by the respondent on 26.05.2022 as per the Affordable Housing Policy, 2013. Now the question before the Authority is whether the cancellation made by the respondent is valid or not.

31. Before adjudicating the same, Authority has gone through cancellation clause of Affordable Housing Policy, 2013. The Clause 5(iii)(i) of the policy states under that:

*"If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to her for depositing the due installments within a period of 15 days from the date of issue of such notice, if the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi news-paper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment **may** be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount **shall** be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list.*

Admittedly, complainant has paid Rs. 6,64,883/- till 24.07.2020 with respect to unit in question against the basic sale price of Rs. 25,83,360/-





which is about twenty five percent of basic sale price and the same was paid as per the time linked payment plan. However, despite receiving said amount by respondent, no builder buyer agreement was executed between parties till date. Thereafter, respondent started issuing various demand letters to the complainant for payment of remaining consideration, i.e., on 23.12.2020 (Annexure-8) for a sum of Rs. 3,32,441/-; on 10.06.2021 for a sum of Rs. 664,971, (Annexure-9) ; on 11.12.2021(Annexure-11) for the sum of Rs. 10,44,401/- and thereafter issued a final payment reminder on 18.04.2022 (Annexure-12) for payment of dues of Rs. 10,75,486/-, however complainant has not complied any such demand letters/reminders. Therefore, due to non-payment of outstanding dues by complainant, respondent had made a publication in the newspaper, "**The Pioneer**" dated **05.05.2022** with a list of defaulters who had defaulted in making the payment in spite of final payment reminder/notice issued to them after 15 days from the date of demand. On perusal of the notice in the newspaper, it is observed that a list of 69 allottees who have defaulted in making payment was published. The customer Id of the complainant **6887** is mentioned in the said list of defaulting allottees. It was stated in the publication that the applicants may deposit their installment within 15 days from this notice/ publication, failing which their allotment shall be cancelled as per Affordable Housing Policy, 2013. Thereafter, a final payment reminder-2 dated 06.05.2022 was issued by respondent wherein



it is observed that last and final opportunity was given to complainant to make the payment of the outstanding dues of Rs. 10,75,486/-within 15 days of this reminder letter, failing which allotment of complainant will be cancelled.

However, complainant has failed to place on record any document to show that he paid the amount due towards him within the timeframe as stipulated in the published notice i.e., within 15 days from the date of notice/publication dated 05.05.2022 which ended on 20.05.2022. As per clause 5(iii)(i) of the of Affordable Housing Policy, 2013, an allotment may be cancelled in case allottee defaults in making payment within time stipulated (15days) in the notice in the newspaper, meaning thereby that the respondent is well within its right to cancel the allotment after a lapse of notice period as mentioned in the newspaper. In the present case, complainant has opted for time linked payment plan instead of construction linked plan and he has failed to make the payments of dues within the stipulated time, thus, respondent cancelled the unit and sent a cancellation letter dated 26.05.2022 to complainant cancelling the allotment of unit-1404, T-9 as per the clause 5(iii)(i) of the Affordable Housing Policy, 2013. In cases where respondent chooses to cancel the allotment on account of default by complainant in making timely payment, respondent is under obligation to refund the deposited amount after deducting Rs. 25,000/- to the complainant as per the term '*shall*'



mentioned in the foresaid termination clause of policy. But in present case, respondent had never refunded any amount to complainant.

The very act that the complainant did not make any payment after receiving the final payment reminder/ notice dated 06.05.2022, invoked the cancellation provisions as mentioned in the notice. The respondent vide said reminder/notice had made his intentions very clear that if the complainant does not pay the outstanding dues within a stipulated time, it shall automatically stands cancelled. Therefore, the plea of the complainant that cancellation was made arbitrarily is not tenable. Thereafter, letter dated 26.05.2022 was sufficient enough to convey cancellation.

31. Nevertheless, Authority is of the view that in cases of cancellation of allotment by respondent-promoter as per the Affordable Housing Policy, 2013, respondent-promoter is under an obligation to refund the entire amount paid by allottee after making deduction of Rs. 25,000/- as per Policy, 2013. In this present case, though the cancellation was done as per policy of 2013, however, respondent-promoter has failed to initiate the refund proceedings of amount already deposited by the allottee after permissible deductions on cancellation of allotment as per the Affordable Housing Policy, 2013.





32. Therefore, Authority directs the respondent-promoter to refund the amount of Rs.6,64,883/- paid by complainant along with interest in terms of RERA Act,2016 and HRERA Rules,2017 till date after making permissible deduction of Rs. 25,000/- as per Policy of 2013.
33. As per Section 18 of RERA Act, 2016, 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: Interest payable by promoter and Allottee. [Section 19] - An allottee shall be compensated by the promoter for loss or damage sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (I) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee shall also be liable to pay in terms of sub-section (7) of section 19:*

*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.”*



34. 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.17.10.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.75 %.
35. The definition of term 'interest' is defined under Section 2(z) 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;*

36. Accordingly, respondent will be liable to pay the complainants of both complaints, interest from the date amounts were paid till the actual realization of the amount as follows:

- i. In **Complaint No. 157 of 2023**, Authority directs respondent to refund to the complainant the paid amount of Rs.6,64,883 /- 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 i.e., Rs. 2,39,922/-. Thus, Authority has got calculated the total amount along with interest calculated at the rate of 10.75% till the date of this order after deducting Rs. 25,000/- as per policy of 2013 and said amount works out to **Rs.8,79,805/-**. The details of the interest calculations have been provided in the table below:

S.No.	Principal Amount(₹)	Date of payment	RATE OF INTEREST (%)	INTEREST AMOUNT(₹)
1.	133,000/-	16.12.2019	10.75	54918/-
2.	531883/-	24.07.2020	10.75	185004/-
<b>TOTAL</b>	<b>Rs. 6,64,883/-</b>			<b>Rs.2,39,922/-</b>

- ii. Similarly, in **Complaint No. 158 of 2023**, Authority directs respondent to refund to the complainant the paid amount of Rs.6,64,883 /- 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 i.e., Rs. 2,39,727/-. Thus, Authority has got calculated the total amount along with interest calculated at the rate of 10.75%





till the date of this order after deducting Rs. 25,000/- as per policy of 2013 and said amount works out to **Rs. 8,79,610/-**. The details of the interest calculations have been provided in the table below:

S.No.	Principal Amount(₹)	Date of payment	RATE OF INTEREST (%)	INTEREST AMOUNT(₹)
3.	133,000/-	17.12.2019	10.75	54879/-
4.	531883/-	25.07.2020	10.75	184848/-
<b>TOTAL</b>	<b>Rs. 6,64,883/-</b>			<b>Rs.2,39,727/-</b>

#### H. DIRECTIONS OF THE AUTHORITY

37. 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 **Rs. 8,79,805 /-** to the complainant in **complaint no. 157/2023** and amount of Rs. **Rs. 8,79,610/-** to the complainant in **complaint no. 158/2023** which comes out after making permissible deduction of Rs. 25,000/- as per Policy of 2013.

(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.

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



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



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