HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. (Suo-Motu) 2064 of 2023

HRERA, Panchkula

...COMPLAINANT

VERSUS

RPS Infrastructure Ltd.

....RESPONDENT

CORAM:	**Parneet S Sachdev**	**Chairman**
	NadimAkhtar	**Member**
	Dr. GeetaRathee Singh	**Member**
	Chander Shekhar	**Member**

Date of Hearing: 10.01.2024

Hearing: 2nd

Present: - Adv. Manpreet K Khurana, on behalf of respondent.

ORDER (PARNEET S SACHDEV – CHAIRMAN)

Present suo-motu complaint was registered against the respondent promoter for changing the existing RERA Bank Account in Vijaya Bank (830100301000874) to new Bank Account in IndusInd Bank (259818034793) of project namely; "RPS Auria Phase 2-Tower T-I, T-3, T-5 & Support & Recreational Building"- Group Housing Colony on land measuring 40754.81 sq. mtrs. situated in village Palwali, Kheri Kalan and Baselwa,

Faridabad registered vide Registration No. 199 of 2017 dated 15.09.2017 valid upto 14.09.2024.

2. A show cause notice dated 15.09.2023 under Section-35 of the RERA Act, 2016 was issued to the respondent promoter as to why permission of the Authority was not obtained before changing the said Account. The respondent was also directed to furnish the following information:

i. Whether the entire balance in old account including amount of term loan was transferred to the new RERA Account in IndusInd Bank.

ii. Since the project land has been mortgaged, how the conveyance deed of allottees will be got executed?

3. The respondents vide reply dated 16.10.2023 submitted that RPS Infrastructure Limited entered into a Loan Agreement dated 24.09.2018 with L&T Finance Limited. The respondent has further stated that part of the loan amount was utilised for closing the previous loan taken from Vijaya Bank. As the liabilities with respect to the previous lender, Vijaya Bank stood extinguished, the respondent developer had to shift its bank Account to that of the latest lender, i.e., L&T Finance Limited being maintained at IndusInd Bank.

4. The respondents have submitted that at the time of entering into the Loan Agreement dated 24.09.2018 with L&T Finance Limited, the HRERA Rules had just came into effect and there was general lack of procedural awareness with respect to the still developing practices and procedures at HRERA. Further, respondent has submitted they were under bonafide belief that mere intimation would suffice the requirements of

the RERA Act 2016 and HRERA Rules 2017, served due intimation to HRERA about the factum of Loan taken form L&T Finance and consequent change of bank accounts vide Letter dated 14.01.2019. The respondent has also submitted that non-obtaining of permission from HRERA was neither wilful nor intentional but was a lapse occasioned by a bonafide misinterpretation of rules by the Respondent Developer.

5. As regards the issue of transfer of amounts from old bank accounts to the new bank accounts, the respondent has submitted that the entire amount from the old accounts were transferred to the new bank account maintained at IndusInd Bank over a period of time. However, an amount of Rs. 1,05,197.70/- remains to be transferred and the same shall be transferred to the new account shortly. However, no bank statement was submitted by the respondent showing the transfer of any amount to new bank account.

6. Further, as regards the issue of execution of conveyance deed given the mortgage of project land with L&T Finance Limited, the respondent has submitted that in terms of the Loan Agreement dated 24.09.2018, upon payment of full consideration with respect of the Unit concerned by the concerned customer/allottee, the Developer RPS Infrastructure Limited shall, as a nominal requirement, obtain No Objection Certificate" (NOC) from the lender L&T Finance Limited. Post obtaining of the said NOC, the concerned Unit free from all encumbrances shall be conveyed and registered in favour of the customer/allottee concerned.

7. The respondent has requested to condone the act of non-obtaining of permission from HRERA for changing of bank Accounts from Vijaya Bank to IndusInd Bank and further requested to close this Complaint.

8. The matter was last heard on 16.10.2023, wherein the Authority directed the respondent to submit bank statements showing transfer of the amount to new bank account and submit details and status of conveyance deeds executed in the project as on date.

9. The respondent vide reply dated 08.01.2024 has submitted that no conveyance deed has been executed in the project as on date. He has submitted the bank statements of old bank account and bank account bearing no. 259818034792 showing the transfer of the amount to said bank account. However, the new account mentioned in the application for change of bank account is 259818034793. The respondent is directed to explain the same.

10. In view of above, it is observed that since the respondent has changed its bank account without the permission of the Authority, it has violated the provisions of the Act, therefore, respondent is burdened with a penalty of ₹3,00,000/- to be paid before the next date of hearing. The application relating to the change of bank account will be dealt with separately in the matter.

11. Adjourned to **24.07.2024.**

Chander Shekhar	Dr. Geeta Rathee Singh	Nadim Akhtar	Parneet S Sachdev
Member	Member	Member	Chairman