HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**835 of 2023**
Date of filing:	**11.04.2023**
Date of first hearing:	**31.05.2023**
Date of decision:	**15.02.2024**

Lieutenant General Retired Ram Kanwar Hooda

R/o 1123, SectorA, Pocket A,

Vasant Kunj, New Delhi .....COMPLAINANT

Versus

Global Land Masters Infratech Pvt. Ltd.

Erstwhile Bhoomi Infrastructure Company

R/o House no. 1411, Sector-21,

Panchkula-134112, ...RESPONDENT

CORAM: **Nadim Akhtar** **Member**

Dr. Geeta Rathee Singh **Member**

Chander Shekhar **Member**

Present: - Sh. Akshat Mittal Advocate, Counsel for the complainant

Ms. Sanya Thakur, Counsel for the respondent through VC

ORDER (NADIM AKHTAR - MEMBER)

1. Captioned complaint has been filed on 11.04.2023 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 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 have been detailed in following table:

S. No.	Particulars	Details
1.	Name of project	"Amazon- The Defence County"
2.	Nature of the Project	Residential
3.	RERA registered/not registered	Un-registered
4.	Unit No.	B-1/803, 8th floor, Type-B
5.	Area	1590 sq.ft.

6.	Date of builder buyer agreement	NA
7.	Allotment letter	31.05.2011
8.	Deemed Date of Possession as per complainant	Within 3 years promised by respondent, i.e., 30.05.2014
9.	Total sale price	₹65,85,750/-
10.	Amount paid by complainant	₹40,00,000/- vide demand draft dated 02.06.2011 and 60,750/- vide demand draft dated 16.03.2015

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

3. Complainant had booked a unit in the respondent project namely; "Amazon- The Defence County" situated at Sector- 30 Panchkula through firm named, M/s Bhoomi Infrastructure Company. Unit bearing no. B1-803, 8th floor was allotted to complainant vide allotment letter dated 31.05.2011(annexed as annexure 2 at page no. 21 of complaint). Total sale price of the unit was fixed for ₹ 65,85,750/-, out of which complainant had paid an amount of ₹ ₹40,00,000/- vide demand draft dated 02.06.2011 and 60,750/- vide demand draft dated 16.03.2015.Receipts of the paid amount are annexed as Annexure C-1 at page no. 20 of complaint. Complainant had alleged that respondent

had promised to deliver possession within 3 years from date of booking, i.e., 30.05.2011. Accordingly deemed date of possession comes to 30.05.2014. In support of his contention, complainant had quoted a judgment passed by Hon'ble APEX Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure & Anr, whereby 3 years has been taken to be a reasonable time to handover possession to an allottee. In the present case, respondent was bound to deliver possession latest by 30.05.2014. Further, it is stated that the company named, M/s Bhoomi Infrastructure Company was dissolved in the year 2014 and had changed its name to M/s Global Land Masters Pvt. Ltd. without any intimation or information to the complainant. After dissolving the company respondent still issued a demand letter dated 11.03.2015 (Annexed at page no. 22 of complaint) to complainant under the same head of M/s Bhoomi Infrastructure Company to extract more money from complainant. In the same demand letter respondent had informed complainant that booked unit no. B-1/803 was changed to B-3/102 without any consent taken from complainant. Same was protested by complainant, then respondent assured the complainant that unit is same and it may have been written as a typographical error. Complainant further paid an amount of 60,750/- vide demand draft dated 16.03.2015. At that stage, only 4 towers were constructed till year 2015. Since, then there is no development at construction site, so,

complainant requested the respondent to refund his paid amount in the year 2016 as well as in year 2018. To this request, respondent asked complainant to give application for cancellation of booking. In compliance, complainant filed an application dated 01.11.2018 (annexed at page no. 26 of complaint) seeking refund of paid amount of ₹ 40,60,750/-. However, respondent till date has not processed the request of complainant and no refund of the paid money has been given to complainant till date. Although complainant had made repeated efforts for the refund and sent various emails dated 11.06.2020, 06.07.2020(annexed at page no. 27-28 of complaint) etc to respondent. Vide email dated 11.06.2020 respondent had even acknowledged their liability to refund the paid amount.

4. Since 29.01.2017, respondent had unilaterally changed the allotment of unit allotted to complainant in name of one Sh. T.I Gupta. This fact has been shown in the statement of accounts issued by director of respondent company Lt. Col. Surender Singh Deswal dated 25.11.2022 to GLM Buyers Welfare Association. Copy of the same has been annexed at page no. 30-39 of complaint. Further another unit no. B-3/102 mentioned by respondent in demand letter dated 11.03.2015, which was stated to be a typographical error was also shown in name of one Sh. B.R. Kapoor since 26.09.2015 as stated in same statement of account issued by director of respondent company. This clearly shows the malafide practice

of respondent. At the earliest, complainant filed a complaint on 12.10.2021 before SHO, Police Station Kishangarh, South West, New Delhi highlighting malpractices followed by respondent.

5. Complainant further alleged that there is no development at site and the project cannot be completed in near future. Possession of booked unit was to be handed over to complainants by 30.05.2014 but respondent, after inordinate delay of almost ten years, have failed to handover the possession till date. Therefore, complainants have prayed for relief of refund of the amount paid by complainant from the date of deposit of said amounts till its actual realization along with prescribed rate of interest.

C. RELIEF SOUGHT:

6. The complainant in his complaint has sought following reliefs:

   i. To direct the respondent to refund the amount paid along with the interests and compensation as per the provisions of the RERA Act,2016.

   ii. To direct respondent to pay ₹ 20,00,000/- on account of grievance and frustration caused to complainant by miserable attitude of respondent.

iii. The registration if any granted to respondent for the project in question may kindly be revoked under Section 7 of RERA Act 2016.

iv. To issue direction to pay cost of litigation of ₹ 1,50,000/-.

v. Any other relief which is deemed fit by this Hon'ble Authority.

D. REPLY:

7. As per office record respondent had filed reply /written statement on 22.09.2023 in registry. Respondent had challenged the maintainability of present complaint on following grounds:-

7.1. **Complainant is not a genuine Allottee**: Respondent alleged that complainant was never a genuine allotte rather an investor in the firm. He along his family members made a total payment of ₹ 1,20,60,750/- on different dates bifurcation of said amount was given as under:

i. ₹ 40,00,000/- paid on 02.06.2011 in name of M/s Bhoomi infrastructure company although on request of complainant receipt was made in name of Mr. Abhimanyu Hooda.

ii. ₹ 60,750/- paid on 16.03.2015 in name of M/s GLM Infratech Pvt. Ltd.

iii. ₹54,00,000/- paid on 04.06.2013 via RTGS by Mr. Abhimanyu Hooda in name of M/s GLM Corporation Pvt. Ltd.

iv. ₹ 6,00,000/- paid on 05.06.2013 by Mr. Abhimanyu Hooda in name of M/s GLM Corporation Pvt. Ltd.

v.₹20,00,000/- paid on 17.06.2013 by Mrs. Sudesh Hooda in name of M/s GLM Corporation Pvt. Ltd.

In view of above in total amount paid of ₹ 1,20,60,750/- from complainant and his family members.

Respondent at page 3 of reply alleged that major portion of the amount received by respondent was returned by respondent to complainant/ his family members as per details given below:

I. Amount of ₹7,50,000/- paid through 5 cheques each amounting to₹1,50,000/-on 27.12.2011, 27.12.2011, 03.04.2012, 07.06.2012, 19.03.2012 to Sh. R.K.Hooda.

II. Amount of ₹ 8,00,000/- paid through cheque dated 22.06.2015 to Sh. R.K.Hooda.

III. Amount of ₹ 20,00,000/- paid through RTGS dated 18.11.2014 to Sh. Abhimanyu Hooda.

IV. Amount of ₹ 20,00,000/- paid through RTGS dated 18.11.2014 to Sh. Abhimanyu Hooda.

V. Amount of ₹ 8,00,000/- paid through RTGS dated 13.01.2015 to Sh. Abhimanyu Hooda.

VI. Amount of ₹ 8,00,000/- paid through RTGS dated 14.01.2015 to Sh. Abhimanyu Hooda.

VII. Amount of ₹ 8,00,000/- paid through RTGS dated 19.06.2015 to Sh. Abhimanyu Hooda.

VIII. Amount of ₹ 8,00,000/- paid through cheque dated 20.06.2015 to Sh. Abhimanyu Hooda.

IX. Amount of ₹ 10,00,000/- paid through RTGS dated 09.06.2014 to Sudesh Hooda

X. Amount of ₹ 5,00,000/- paid through RTGS dated 14.06.2014 to Sudesh Hooda

XI. Amount of ₹ 5,00,000/- paid through RTGS dated 14.06.2014 to Sudesh Hooda

XII. Amount of ₹ 6,00,000/- paid in person to Sh. Abhimanyu Hooda

XIII. Amount of ₹ 2,00,000/- adjusted verbally for Sh. Abhimanyu Hooda

Respondent further alleged that since balance payment to be made was left of ₹ 25,10,750/-, complainant was allotted flat for the same for total sale price of ₹ 65,85,750/. It was agreed between parties that complainant shall pay the remaining amount of sale price of unit and possession will be delivered to him. To further compensate complainant, it was agreed to enter a compensation entry of 15,50,000/- in his account. Now, complainant has only paid an amount

of ₹ 25,10,750/- towards unit in question as entry of ₹ 15,50,000/- was mutually agreed compensation entry only.

The position stated in preceding paragraphs shows that complainant was never a genuine buyer rather was an investor who invested his money for making profit in real estate project.

7.2 **Complainant had approached this Hon'ble Court with unclean hands**:- Firstly, complainant had wrongfully portrayed that basic sale price of the unit was 65,85,750/-. However, total sale price of the unit was ₹ 73,85,750/- and it was given on discount of ₹ 8,00,000/- to complainant, then its value comes to 65,85,750/-. Secondly, complainant had alleged that he had paid an amount of ₹ 40,60,750/- where as vide email dated 12.07.2020, he had requested for refund of ₹ 15,00,000/- from respondent. Both the acts of complainant shows that complainant has pleaded false claims in the present complaint.

8. Respondent further stated that complainant himself has not adhered by the payment schedule as project in question was construction based. Respondent stated for sake of argument if refund will be allowed at this stage, it will jeopardize the respondent as money paid by allottess had already been utilized towards the construction of project. In the present case, complainant is at default to pay rather ₹ 25,10,750/- towards outstanding amount for booked unit. It was mentioned that now this project is handed over to association by this Authority and amounts

paid by all allottess have been invested in construction, since project is with Association respondent is not having any control over the complainant's grievance.

9. Further respondent had filed two documents, i.e., an application dated and written submissions both on 06.11.2023 for placing on record certain additional documents in compliance of Authority directions. In the said application and written submissions , respondent had annexed ledger account and receipts details of complainant from 01.04.2011 to 31.03.2014; 01.04.2014 to 14.09.2022. Furthermore, ledger of Sh. Abhimanyu Hooda from 01.04.2012 to 31.03.2022 and Mrs. Sudesh hooda from 01.04.2012 to 31.03.2022 and 01.04.2014 to 31.03.2015 has been annexed showing payments made to complainants and his family.

E. REJOINDER BY COMPLAINANT:

10. As per office record, complainant had filed rejoinder on 06.11.2023 in registry, stating that all the allegations levied by respondent in reply are baseless, absurd and strange for following reasons:

I. Transaction between the family members of complainant and respondent are distinct from instant case and irrelevant.

II. Complainant clarified that he made two payment of ₹ 40,00,00/- on 02.06.2011 and ₹ 60,750/- on 16.03.2015 to respondent for

booked unit and both payments are dully in the name of complainant in receipt annexed at page no.20 of the complaint.

III. with regard to compensation entry dated 20.03.2020 of ₹ 15,50,000/- shown in Annexure R-1 of respondent reply is forged as receipts issued by respondent clearly shows that one payment of ₹ 40,00,000/- was paid by complainant in year 2011 and another payment of ₹ 60,750/- was paid in March 2015.

IV. Further with regard to payment made by son and wife of ₹ 60 lacs and ₹ 20 lacs respectively to respondent in June 2013 was for investment purpose, which had nothing to do with the complainant

V. Details of certain Cheques in E(VII) have been given by respondent to potray that an amount of ₹ 15,50,000/- has been refunded to the complainant. This contention of respondent is baseless, wrong and bogus. No such payment has ever been received by complainant. Same could be verified by the account statement of complainant as well.

In Sum, respondent is trying to play clever and trying to convince the Authority that complainant had not paid an amount of ₹ 40, 60,750/- to respondent rather complainant is at default and is liable to pay outstanding amount. Although interestingly in para wise reply, respondent had accepted in para 3,6,12 and 14 of page nos.

16, 17, 18 of reply that amount of 40 lac was paid by the complainant in year 2011 and amount of ₹ 60,750/- was paid in year 2015 and respondent admitted that respondent had failed to deliver possession in time. Lastly, complainant stated that respondent had mentioned about an email sent by complainant dated 12.07.2020 seeking refund of ₹ 15 lacs, it is clarified that content of the said email specifies that complainant had prayed for atleast return of part amount starting with 15 lacs. Since, respondent himself have accepted every payment in para wise reply, it proves that respondent is trying to make a false case over complainant. Since respondent had not refunded the paid amount till date to complainant. Complainant prays for grant of relief prayed in main complaint.

F. ISSUES FOR ADJUDICATION:

11. Payment made by complainant in present case is challenged by respondent.

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

G. OBSERVATIONS OF THE AUTHORITY:

13. The factual position reveals that complainant had booked a unit on 31.05.2011 in respondent project for sale consideration of ₹ 65,85,750/- after discount. Complainant had annexed payment receipt at page no. 20 of complaint of ₹ 40,00,000/- paid on 07.06.2011 and

demand draft of ₹ 60,750/- dated 16.03.2015 at page no. 25 of complaint. It is matter of record that possession has not yet been offered by respondent to complainant. Respondent has not provided any specific timelines for handing over of possession. Authority deems appropriate to refer to observation of the Apex Court in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) and anr** for reckoning the deemed date of possession as 3 years from the date of booking. Since in present case, booking was made on 31.05.2011, accordingly 3 years from said date comes to 30.05.2014. Hence, it is concluded that there is inordinate delay of 10 years from deemed date of possession on part of respondent in handing over of possession of booked unit to complainant. Further, complainant is not interested in waiting for possession endlessly and is insisting upon refund. Complainant has even requested respondent twice seeking withdrawal from the project and refund of the paid amount vide application dated 01.11.2018 annexed at page no. 26 of the complaint.

14. Per contra, respondent had alleged that complainant is not an allottee rather an investor and showed certain transaction which are exchanged between complainant family and respondent. By showing the said transactions respondent wanted to establish that complainant and his family had invested in respondent project for profit purposes and

respondent even had returned some interest of investment to him and his family member as shown in different entries in account books of respondent. Further, respondent stated that complainant at outset was given the unit in question for pending amount to be returned to complainant from respondent. In lieu of said pending amount of ₹ 25,10,750/- respondent allotted complainant unit in question for 65,85,750/-, along with the same, respondent had shown ₹ 15,50,000/- entry in name of complainant on account of compensation entry which was never paid by complainant to respondent. Hence, respondent states that complainant has actually paid an amount of ₹ 25,10,750/- only towards the sale price of booked unit. Although respondent had failed to substantiate his contention with documents. Authority observes that mere showing the transaction exchanged between other parties, may it be family members of the complainant, will not suffice the contention of respondent. Cases before bench are summary in nature and dispute regarding payment amount without having concrete and clear proof could not be established by only stating some facts. It is pertinent to mention that respondent is blowing hot and cold at the same time as stating that complainant had not paid an mount of ₹ 40,60,750/- but admits in his reply that payment of ₹ 40,60,750/- was paid by complainant in year 2011 and 2015 at para 3,6,12 and 14 at page no. 16-18.

Even if for the sake of arguments it is considered that complainant is not an allottee and an investor and provisions of RERA Act, 2016 are not applicable, in this regard it is noted that the concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under Section 2 of the RERA Act, 2016, there is definition of "promoter" and "allottee" and there is no definition of an "investor". Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled **as M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors is not defined or referred to in the Act. Thus, the contention of promoter that allottees being investor are not entitled to protection of this Act also stands rejected. Hence, Authority has no hesitation to take the same view in present case when complainant was admittedly allotted unit by respondent vide allotment letter dated 31.05.2011 and receipts of payments made by complainant are also placed on record.

Nevertheless, respondent had not uttered a word about construction status of the project rather had shifted his obligation to association for

sake that project is now handed over to association. This act of respondent simply implies that project is delayed and respondent cannot make it through to see a day of light.

15. Further it is observed that as per Section 11(4)(a) of the RERA Act 2016, the promoter shall be responsible for all obligations, (responsibilities) and function under the provisions of this Act or the rules and regulations made thereunder or to the allottees, as per the agreement for sale. In the present case, it is matter of record that complainant had made payment of Rs. 40,60,750/- to the respondent and respondent was under an obligation to handover possession by 30.05.2014. However, respondent promoter has till date not handed over possession nor completed the construction of the unit, thus, the respondent has failed to fulfill his obligation to handover the possession within stipulated/ agreed time. Further, despite being granted adequate opportunity, respondent has failed to file/submit any documents in its defense to show that construction of the project is complete and occupation certificate has been received from the competent Authority. The innocent allottee who had invested his hard earned money in the project in the year 2011 with the hope to get a house cannot be forced/ compelled to wait endlessly for the unit, and specifically when there is no bonafide effort shown on part of the promoter to complete the project.

16. Further, Hon'ble Supreme Court in Civil Appeal No. **6745-6749 of 2021 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P & Ors.*"** 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 judgment 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."*

In this regard the Hon'ble Supreme Court in above mentioned judgment had settled 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.

17. Hence, Authority hereby allows refund in favour of complainant. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed in Rule 15 of HRERA Rules, 2017. Section 18 is reproduced below for reference:

> *18. Return of amount and compensation.—(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*
>
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
>
> *(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*
>
> *(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*
>
> *(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.*

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 (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".*

The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

> *"2(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;"*

18. 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. 15.02.2024 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

19. Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainant the paid amount 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 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount.

20. Authority has got calculated the total amount along with interest at the rate of 10.85% till the date of this order and said amount works out to ₹ **96,33,187/-(₹40,60,750/-+ ₹ 55,72,437/-)** as per detail given in the table below:

Serial No.	Principal Amount	From Date	Interest Amount
1.	40,00,000/ -	07.06.2011	₹ 55,13,584/-
2.	60,750/-	16.03.2015	₹58,853/-
Total	₹40,60,750/-		₹ 55,72,437 /-

21. Further, the complainant is seeking certain cost as compensation on account of grievance and frustration under Section 12 of RERA Act, 2016. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and*

Developers PvL Ltd. V/s State of U.P. & ors." (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation.

H. DIRECTIONS OF THE AUTHORITY

22. 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 amounts of ₹ **96,33,187/-** to the complainant as specified in the table provided in para 20 of this order. It is further clarified that respondent will be liable to pay the complainant interest till the actual realization of the amount.

(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.

23. Captioned complaint is, accordingly, **disposed of.** File be consigned to the record room after uploading orders on the website of the Authority.

CHANDER SHEKHAR
[MEMBER]

DR. GEETA RATHEE SINGH
[MEMBER]

NADIM AKHTAR
[MEMBER]