



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	121 of 2023
Date of filing:	16.01.2023
Date of first hearing:	22.03.2023
Date of decision:	27.05.2024

Gaurav Maggu S/o Sh. Rajender Maggu
R/o DU-616/2, Ward no. 21, N/R Civil Hospital
Kalra Colony, Palwal, Haryana

....COMPLAINANT

VERSUS

1. TDI Infracorp Limited.
through its Managing Director/Directors
Vandana Building, Upper Ground Floor
11, Tolstoy Marg, Connaught Place,
New Delhi- 110001

2. TDI Realcon Pvt Limited.
through its Managing Director/Directors
Vandana Building, Upper Ground Floor
11, Tolstoy Marg, Connaught Place,
New Delhi- 110001

....RESPONDENT(S)

CORAM: **Nadim Akhtar** **Member**
 Chander Shekhar **Member**

Present: - Mr. Rohit, Counsel for the complainant.
 Mr. Nitin Bhanwala, Counsel for the respondent no. 1
 None for respondent no. 2.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint was filed on 16.01.2023 by the 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 thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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	Waterside Floor in TDI Lake Grove City, Kundli, Sonipat
2.	RERA registered/not registered	Registered with registration no. 43 of 2017
3.	Unit no	WF-122/FF
4.	Unit area	1400 sq. ft. or 130.06 sq. mtrs.
5.	Date of booking by original allottee	07.05.2013
6.	Date of builder buyer agreement (executed)	02.05.2014



	with complainant)	
7.	Due date of offer of possession (30 months)	02.11.2016
8.	Possession clause in BBA (Clause 28)	<p>Clause 28</p> <p>.....However, if the possession of the apartment is delayed beyond the stipulated period of 30 months and a further period of 6 months granted as a grace period from the date of execution hereof and the reasons of delay are solely attributable to the wilful neglect or default of the Company then thereafter for every month of delay, the buyer shall be entitled to a fixed monthly compensation/ damages/penalty quantified @ Rs.5 per square foot of the total super area of the apartment. The Buyer agrees that he shall neither claim nor be entitled for any further sums on account of such delay in handing over the possession of the apartment.</p>
9.	Total sale price	₹ 56,99,280/-
10.	Amount paid by complainant	<p>₹ 54,32,501/-</p> <p>Complainant claims to have paid an amount of Rs 53,26,319/- on account of basic sale price, plus Rs 29,921/- on account of VAT, plus Rs 1,33,1818/- on account of subvention instalments totalling to Rs 54,89,422/-.</p> <p>But as per statement of account attached at page 52-53 of the complaint, actual amount of Rs 53,26,320/- was paid on account of basic sale price, plus Rs 29,921/- on account of VAT and in addition to it, Rs 76,260/- was paid on account of</p>

		subvention instalments, hence totalling to Rs 54,32,501/-. This amount matches with the statement of account attached at page no. 53 of the complaint. Accordingly, amount of Rs 54,32,501/- which is reflected in the statement of account available at page no. 53 of the complaint is taken as final for passing of this order.
11.	Offer of possession	Valid offer of possession not given.
12.	Occupation Certificate	Not received.

B. FACTS OF THE COMPLAINT

3. Facts of the present complaint are that original allottee namely; Sh. Sanjeev Nagal had booked a unit in the respondent's project, namely, "Water Side Floors" in TDI Lake Grove City, Kundli, Sonipat by making the payment of Rs 5,00,000/- on 07.03.2015. Complainant in pursuance of the advertisement given by the respondents, approached the office of respondents for purchase of a unit. However, he was informed that all units have been booked but the complainant was introduced with one Sanjeev Nagal-original allottee who had booked a unit with the respondents in May,2013 who was interested in selling the same. Upon which the offer of original allottee was accepted by the complainant and as such paid the amount of Rs 5,00,000/- to original allottee on 13.07.2013 via bank transfer and



taken over the all rights of booking after completing documentation process as per procedure of the respondents.

4. That in pursuance of the application, the complainant was provisionally allotted the floor no. WF-122, having an area of 1400 sq.ft. on 1st floor of the building in the project in question . Thereafter, Builder Buyer Agreement (BBA) was executed between the parties on 02.05.2014. As per clause 28 of the agreement, possession of the floor was to be made within 30 from the date of execution of agreement, thus deemed date of delivery comes out to 02.11.2016. An amount of Rs 54,32,501/- has been paid by the complainant against total sale price of Rs 56,99,280/-.
5. That subsequent to the agreement, the complainant approached HDFC Bank for taking loan in order to purchase the above unit and it was assured by the respondents that till the time possession is not offered to the complainant, respondents shall pay the regular monthly interest on the loan amount to the complainant as part of their promotional scheme/subvention scheme. Regarding this, a separate document/MOU dated 29.10.2014 was prepared and executed between the parties. Copy of MOU dated 29.10.2014 is attached as Annexure C-2.
6. That the complainant kept on making payments as per the demands raised by respondents upto December,2016 and the total paid amount



by the complainant is around 95% of the total cost of the unit including IDC/EDC etc. However, respondents failed to offer possession after completing the construction within stipulated time.

7. That respondents without completing the construction work and without obtaining the occupation certificate from the concerned department had offered the possession to the complainant on 01.06.2021 via email specifically stating that "offer for possession for fit outs alongwith final account statement". In the said statement respondents had increased the total price of floor alleging increase in area and no amount was adjusted towards compensation on account of delay caused in offering possession. Copy of offer of possession dated 01.06.2021 is attached as AnnexureC-4.
8. That complainant has been asking the respondents to provide the occupation certificate since July,2021, i.e., after receiving of frivolous offer of possession and further upon failure of respondents to provide a valid occupation certificate followed by a valid offer of possession, the complainant had asked for refund of the entire amount paid alongwith interest after cancelling the booking made by the complainant vide email dated 06.06.2022. Copy of said email is annexed as Annexure C-5.
9. That as per the subvention scheme/MOU dated 29.10.2014, the interest on the loan amount, i.e., Rs 29 lacs has to be paid monthly by



the respondents till offer of possession. But respondents under the garb of invalid offer of possession dated 01.06.2021 have stopped to pay the monthly interest amount since 03.01.2019.

10. That respondents have delayed in completing the project and offering possession of floor because of which the complainant has to pay the rent of Rs 20,000/- per month and if the possession would have been offered to the complainant in time, i.e., 02.11.2016 by respondents then the complainant would have saved his hard earned money paid as rent till June,2021. Thereafter, the complainant has decided to take his family to Singapore where he is working as on date.
11. That the complainant has suffered harassment and mental agony firstly by not getting refund of money despite specific demand for cancellation and refund with interest vide email dated 06.06.2022. Copy of mail is attached as Annexure C-6. Secondly, on account of non-delivery of possession of the unit despite repeated assurances by the respondents. Feeling aggrieved with the actions of respondents, present complaint has been filed by the complainant before this Authority.

C. RELIEFS SOUGHT

12. Complainant in his complaint has sought following reliefs:



- (a) The respondents may be directed to refund the entire amount paid till date by the complainant along with interest at the rate of 12% per annum from the respective dates of deposit.
- (b) The respondents may kindly be directed to withdraw the illegal demand notices claiming balance consideration by sending deceiving offer of possession for fitments without getting Occupation certificate and same be quashed.
- (c) The respondents may kindly be restrained from taking any actions detrimental to interests of complainant, including cancellation of the plot of complainant on the pretext on non-payment of the invalid demands without obtaining OC.
- (d) Direct the Respondents to pay a sum of Rs.5 Lakhs to the Complainant towards undue hardship and injury, both physical and mental, caused to due to the acts of omissions and commissions on the part of the Respondent.
- (e) Allow the cost of the litigation.
- (f) Pass such other and further order as this Hon'ble Authority may deem fit and proper in the present complaint.
- (g) Any other relief this Hon'ble Authority deems fit in view of the facts and circumstances of the present case.

A handwritten signature in blue ink, appearing to be 'had', is written over a horizontal line.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO. 1

Learned counsel for the respondent filed a detailed reply on 09.10.2023 pleading therein:

13. That the complainant herein is an investor and not a consumer.
14. That the provisions of the RERA Act, 2016 are prospective in nature and not retrospective.
15. That the complainant have merely alleged in the complaint about delay on part of the respondents in handing over of possession of the flat booked by the complainant. Whereas respondents have been acting in consonance with the buyer's agreement duly executed between the complainant and the respondents and no contravention of the same can be projected on the respondents.
16. That the respondents had made huge investments in obtaining approvals and carrying on the construction and development of the project. Despite several adversities respondents have completed the construction of the project and has offered fit out possession of the unit to the complainant on 01.06.2021.
17. That due to Covid pandemic various lockdowns were imposed and labour left to native place and after lockdown due to non-availability of the labour it was very difficult to resume the construction activity despite that opposite party resumed the construction activity and offered the possession to the complainant after completing



construction work. It is pertinent to mention here that the complainant was not punctual in making timely payment of instalments and interest is chargeable on account of delay. The outstanding amount of unit is Rs 14,52,686/- but complainant has neither come forward to make payment of due amount and to accept possession of unit. Respondents have every right to claim the amount on account of holding charges and maintenance charges. The construction work has been completed and thereafter the "fit out possession" was offered to the complainant and the respondents have already applied for the occupation certificate in this regard.

18. It is pertinent to mention here that neither reply has been filed by respondent no. 2 nor anyone has put in appearance on behalf of it.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

19. During oral arguments learned counsel for the complainant insisted upon refund of paid amount with interest, stating, that respondents have not yet obtained occupation certificate from the competent authority for the tower in which complainant's unit is located. Learned counsel for the respondent no. 1 reiterated arguments as were submitted in the written statement and further stated that respondent has received occupation certificate on 30.06.2023 but he needs time to



clarify the fact as to whether said certificate includes tower of complainant or not.

F. ISSUES FOR ADJUDICATION

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

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

21. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) With respect to the objection raised by the respondent no. 1 that complainant herein is an investor, it is observed that the the complainant herein is the allottee/homebuyer who has made a substantial investment from his hard earned savings under the belief that the promoter/real estate developer will handover possession of the booked unit in terms of buyer's agreement dated 02.05.2014 but his bonafide belief stood shaken when the promoter failed to handover possession of the booked unit till date without any reasonable cause. At that stage, complainant has approached this Authority for seeking refund of paid amount with interest in terms of provisions of RERA Act,2016 being allottee of respondent-promoter. As per definition of 'allottee' provided in clause 2(d) of RERA Act,2016, present complainant is duly covered in it and is entitled to file present



complaint for seeking the relief claimed by him. Clause 2(d) of RERA Act,2016 is reproduced for reference:-

“Allottee-in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter and includes the person who subsequently acquires the said allotment through sale, transfer, or otherwise but does not include a person to whom such plot, apartment or building as the case may be , is given on rent”.

Complainant has been allotted floor in the project of respondent by the respondent/promoter itself and said fact is duly revealed in builder buyer agreement dated 02.05.2014. Also, the definition of allottee as provided under Section 2 (d) does not distinguish between an allottee who has been allotted a unit for consumption/self utilization or investment purpose. So, the plea of respondent to dismiss the complaint on the ground that complainant herein is investor does not hold merit and same is rejected.

(ii) Respondent no. 1 in its reply has raised an objection that the provisions of RERA Act, 2016 cannot be applied retrospectively. Reference can be made to the case titled M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra), wherein the Hon Apex Court has held as under:-

“41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature



consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.

45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the preexisting contract and rights executed between the parties in the larger public interest.”

“53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.



54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."

The provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the contract/ agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

(iii) Complainant in present case has impleaded two respondents, i.e, TDI Infracorp Ltd as respondent no. 1 and TDI Realcon Pvt Ltd. as respondent no. 2. Authority vide order dated 18.03.2024 directed the complainant to give clarification by specifying the name of the respondent from memo of parties, against whom relief of refund have been sought. In compliance of it, ld. counsel for the complainant at the time of hearing has stated that the relief of refund has to be passed



against the respondent no. 1, i.e. M/s TDI Infracorp Ltd since the respondent no. 1 has solely received the payments from the complainant on account of booked floor. Considering said statement of the counsel and fact that no relief in particular is sought against respondent no. 2, this order is passed by issuing directions to respondent no. 1 only.

(iv) Admittedly, unit in question was booked by original allottee on 07.05.2013. Thereafter, complainant in this case had stepped into shoes of original allottee on 13.07.2013. No document like endorsement has been placed on record by parties. But respondent does not deny the fact that complainant is allottee of unit in question. Complainant purchased the allotment rights qua the unit in question in the project of the respondent vide execution of builder buyer agreement dated 02.05.2014 for a total sale consideration of ₹ 56,99,280/- against which an amount of ₹5432501/- has been paid by the complainant. Out of said paid amount, last payment of Rs 5,53,850/- was made to respondent on 24.01.2017 by the complainant which implies that respondent is in receipt of total paid amount since year 2017 whereas fact remains that no offer of possession of the booked floor has been made till date.

(v) Authority observes that the floor in question was allotted to complainant by way of executing builder buyer agreement dated



02.05.2014 and in terms of clause 28 of it, respondent was under an obligation to deliver possession within 30 months i.e. latest by 02.11.2016. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.

(vi) Respondent no. 1 vide letter/email dated 01.06.2021 had offered possession for fit-out to the complainant along with demand of ₹ 14,52,686/- but said offer of possession was issued without obtaining occupation certificate. Complainant filed present complaint seeking refund of paid amount along with interest, as the respondent no. 1 failed in its obligation to deliver possession as per the terms of buyer's agreement. Perusal of email/letter available at page no. 57 of the complaint file reveals that said offer was issued with a subject- 'Intimation of completion and offer of possession for fit outs'.

Relevant part is reproduced below for reference:-

"We are glad to inform you that your Unit NoWF-122/FF is ready for possession having final super area 1520 Sq ft.

It gives us immense pleasure to inform you that the construction of your Floor in the Project Water Side Floors, at The Lake Grove, Sector-63, Kundli, Sonapat, Haryana (hereinafter referred to as the "Unit") is complete and your Unit is now ready for possession. We have duly applied for grant of part Occupation Certificate from the concerned department and the same is expected to be received in due course. To save the precious time, we are, therefore, pleased to offer



you the possession of the aforesaid Unit for fit-out to enable you to carry interior works of the unit."

Aforesaid content of offer of possession provides a clear picture that respondent no. 1 itself admits that occupation certificate was applied for at the time of offering possession. Authority vide order dated 18.03.2024 directed the respondent to place on record status of occupation certificate and latest photographs of the unit in question. As per office record, no document in compliance of said order has been filed in registry by respondent no. 1. There is no documentary evidence on record which establishes the fact that construction work has been completed and unit is fit for occupying possession.

(vii) Despite making full and final payment towards booking of floor complainant has sought relief of refund of paid amount for the reason that respondent no. 1 is not in a position deliver a valid possession of the floor. Complainant had invested his hard earned money in the project with hopes of timely delivery of possession. However, possession of floor was offered to the complainant after a delay of more than six years. Fact remains that respondent no. 1 is yet to receive occupation certificate meaning thereby that a valid possession is yet to be offered to the complainant. However, respondent has pleaded that force majeure factors like Covid-19 and lockdowns imposed in order to curb it delayed the construction work. Fact



remains that deemed date of possession of unit is in year 2016 whereas the pandemic affected the nation in year 2020. Any activity/lockdowns imposed/initiated post the deemed date of possession cannot be considered towards causing delay. Furthermore, the act of respondent in not completing the construction and receiving of occupation certificate till date, i.e., year 2024 strengthens the belief of complainant as well as the Authority that possession of booked unit is not possible even in near future and in these circumstances, complainant cannot be forced to wait for an indefinite period in hope of getting possession of unit. Additionally, complainant has unequivocally stated that he is interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession.

(viii) When an allottee becomes a part of the project it is with hopes that he will be able to enjoy the fruits of his hard earned money in terms of a safety and security of his own home. However, in this case due to peculiar circumstances complainant has not been able to enjoy the fruits of his investment capital as the possession of the floor in question is shrouded by a veil of uncertainty. Complainant had invested a huge amount of ₹53 Lakh with the respondent no. 1 and 2 by the year 2017 to gain possession of a residential floor. However, respondent no. 1 is not in a position to offer a valid offer to the



complainant since the project is yet to receive occupation certificate. Since respondent no. 1 is not in a position to offer a valid offer of possession in foreseeable future, complainant who has already waited for more than eight years does not wish to wait for a further uncertain amount of time or a valid possession. Complainant is at liberty to exercise his rights to withdraw from the project on account of default on the part of respondent no. 1 to deliver possession and seek refund of the paid amount.

(ix) 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. The complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

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

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

22. 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. 27.05.2024 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

23. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%. Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".

24. The project in question did not get completed within the time stipulated as per agreement and no specific date for handing over of possession has been committed by the respondent. In these circumstances the complainant cannot be kept waiting endlessly for possession of the unit, therefore, Authority finds it to be fit case for allowing refund along with interest in favour of complainant. Thus, respondent will be liable to pay the interest to the complainant from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid

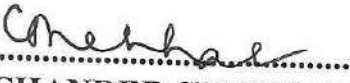


amount of Rs 54,32,501/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest at the rate of 10.85% till the date of this order and total amount of interest works out to Rs 56,57,855/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 27.05.2024
1.	5,00,000	07.05.2013	6,00,317
2.	5,51,531	21.07.2013	6,49,891
3.	4,82,600	03.09.2013	5,62,355
4.	1,05,000	19.09.2013	1,21,853
5.	1,99,640	15.01.2014	2,24,680
6.	5,46,377	25.02.2014	6,08,249
7.	12,59,640	29.10.2014	13,10,169
8.	5,79,132	26.06.2015	5,61,046
9.	5,48,550	02.09.2015	5,20,331
10.	5,53,850	24.01.2017	4,41,393
11.	19,821	31.05.2019	10,747
12.	21,944	31.05.2019	11,898
13.	21,236	31.05.2019	11,514
14.	21,944	31.05.2019	11,898
15.	21,236	31.05.2019	11,514
13.	Total=54,32,501/-		Total=56,57,855/-
14.	Total Payable to complainant	5432501 + 56,57,855=	1,10,90,356/-

H. DIRECTIONS OF THE AUTHORITY

25. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoters as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:
- (i) Respondent no. 1 is directed to refund the entire paid amount of ₹54,32,501/- with interest of ₹56,57,855/-. It is further clarified that respondent no. 1 will remain liable to pay interest to the complainant 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 against the respondent no.1.
26. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]