



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	471 of 2022
Date of filing:	24.03.2022
Date of first hearing:	10.05.2022
Date of decision:	08.07.2024

Nirmala Devi, W/o Sh. Jaivir Singh,
R/o # 45/31, Malik Colony,
Sonapat, Haryana

...COMPLAINANT

Versus

M/s Parsvnath Developers Ltd.
through its M.D. / Chairman
Parsvnath Tower, Near Shahdara Metro Station,
Shahdara, Delhi- 110032

...RESPONDENT

CORAM:

Nadim Akhtar
Chander Shekhar

Member
Member

Present: -

Mr.Vikas Deep, Counsel for the complainant through VC.

Ms.Rupali Verma, Counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint dated 24.03.2022 has been filed 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 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 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	Parsvnath City, Sonapat
2.	Name of promoter	Parsvnath Developers Ltd.
3.	Date of booking (As per pleadings of complaint)	06.09.2005
4.	Unit details	Villa- A642, Block No. A on plot measuring 194 sq. yards
5.	Date of builder buyer agreement with original allottee	12.10.2007
6.	Basic Sale Price (As per	₹25,00,000/-



	BBA)	
7.	Amount paid by the complainant	₹27,31,668/-
8.	Due date of possession	Cannot be ascertained as date of commencement of construction, sanction of building plans and approvals of concerned authorities not provided by both the parties.
9.	Clause of deemed date of possession	<i>As per BBA, Clause 8(a) – “The Developer shall endeavour to complete the construction of villa within a period of eighteen (18) months from the commencement of construction with extended period of six (6) months, after receipt of sanction of building plans/revised building plans and other approvals of concerned authorities as may be required subject to force majeure, restraints or restrictions from any courts/authorities, non-availability of building materials, disputes with contractors/work force etc. and circumstances beyond the control of Developer and subject to timely payments by the Buyer.....”</i>
10.	Offer of possession	Not yet offered

B. FACTS OF THE COMPLAINT

3. That the original allottee booked a villa in the respondent's project namely; "Parsvnath City", Sonapat on 06.09.2005 by making payment of Rs 5,00,000/-. Following which a Villa Buyer's Agreement was executed between the original allottee and respondent on 12.10.2007 for Unit No. A-642, on plot area measuring 194 Sq. Yards. Basic sales price (BSP) of



the unit was Rs. 25,00,000/- against which an amount of Rs 27,31,668/- has already been paid to respondent.

4. That complainant has purchased allotment rights of unit from original allottee on 16.05.2014. Further, it has been submitted by complainant that as per clause 8(a) construction of the unit shall be completed within 18 months i.e. latest by 11.04.2009 but possession has not been offered till date even after depositing huge amount.

C. RELIEFS SOUGHT

5. The following reliefs have been sought by the complainant :

- (a) The respondent may kindly be directed to give possession of the Villa alongwith statutory interest on delayed period.
- (b) In alternate the respondent may kindly be directed to refund the amount with statutory interest.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

6. Learned counsel for the respondent filed a detailed reply on 14.07.2022 pleading therein:-

- (i) That the present complaint pertains to an un-registered project of the respondent, therefore, in view of the latest judgement by Hon'ble Supreme Court in the case 'Newtech Promoters and



developers Pvt Ltd vs State of U.P & Ors.', this Hon'ble Authority would not have the jurisdiction to entertain the present complaint.

- (ii) That the present complaint is grossly barred by limitation and this Hon'ble Authority does not have the jurisdiction to entertain a time barred claim. Moreover, in the absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the complaint in present form. In recent judgment by the Hon'ble Supreme Court in the case of '*Surjeet Singh Sahni vs. State of U.P and others*', 2022 SCC online SC 249, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the present case the complainant is guilty of delay and laches, therefore, his claim should be dismissed.
- (iii) That the provisions of Real Estate (Regulation and Development) Act, 2016 cannot be applied retrospectively.
- (iv) That on 12.10.2007, Villa Buyer Agreement (VBA) was executed between the parties, i.e, The original allottee & the respondent company, according to which the basic sale price of the said flat was fixed at Rs. 25,00,000/-.
- (v) That due to certain modifications in the layout plan, allotted Villa No. Villa-A642 was changed to Villa-A645.



- (vi) That on 13.08.2009, original applicant filed a Consumer Complaint before District Consumer Dispute Redressal Forum, Sonapat against respondent for delayed possession, compensation and delay of physical possession of the said Villa. Subsequently, the District Forum, Sonapat decided the complaint filed by the Original applicant on 19.05.2010.
- (vii) That on 16.05.2014, said Villa was transferred/endorsed in favour of the complainant and the complainant was fully aware with the construction & possession status of the project which was purchased by her from open or secondary market.
- (viii) That till date complainant has deposited only Rs. 26,07,448/- towards basic price/cost of the said flat to the respondent company rather than Rs. 27,31,668/-.
- (ix) That for the reasons beyond the control of Promoter, the original allottee as well as the complainant could not be offered the possession of the said Villa in-spite of the Villas was constructed and the details indicating the inability and genuine difficulty being faced by the promoter to offer possession as under :-
- a) That on 08.05.2006, the Respondent Company was granted licenses (no. 915 to 945 of 2006) to develop a township on 84.155 acres in Village Raipur & Kasampur, Sector 8 & 19, Sonapat.



- b) That the demarcation and zoning plan approval for this residential colony (measuring 84.155 acres) was granted on 23.03.2007 via Memo No. 8686 bearing Drg. No. DTCP-1237---I & II dated 20.03.2007.
- c) That the initial layout plan included a pocket of 79 plots, which were frozen due to the finalization of the alignment of the sector road between Sector 8 & 9. Further, on 21.03.2013, the Director General of Town & Country Planning (DG-TCP), vide memo no. ZP-171/SD(DK)/2013/34330 released all plots except 46 plots (Plot Nos. 635 to 654, 672 to 686 & 704 to 714), i.e., 33 no's were released out of 79 no's which have been put under "hold" status for confirmation at site.
- d) That a field report sent by the District Town Planner on 29.01.2013 indicated that 36 plots (Plot Nos. 636 to 652, 674 to 684, 706 to 713) were affected by the proposed alignment of 45 m wider sector road + 12 m wide service road on both sides. On 15.03.2010, the Director Town & Country Planning (DTCP) vide Memo No. ZP-171/2010/3275 realigned the 45-meter-wide sector road and decided to de-freeze the previously frozen plots in terms of demarcation & zoning plan no. 8086 dated 20.03.2007.



- e) However, on 26.05.2010, the Directorate of Town & Country Planning vide Memo No. ZP-171-JD (B)-2010/6849 re-froze the previously released plots due to the alignment of the revised sector road with the request not to deal/sale the freezed plots as per the layout plan. A field report sent by the Administrator HUDA (HSVP) vide Memo No. 6791 dated 21.09.2015 confirmed that the same 36 plots remained affected by the sector road alignment.
- f) That on 15.11.2018, a request along-with the revised Layout plan for approval was sent to the Director, Town & Country Planning, Haryana, to shift plots from the frozen area to an undermined area (UD) due to the realignment of the circulation plan road of HUDA in Parsvnath City, A-Block, Sonapat area ad-measuring 84.155 Acres (Licenses No. 915-945 of 08.05.2006) [LC-502] Village Raipur 8 Kasampur, Sector 8 & 19, Sonapat vide reference no. PDL/SANC/SON/A-Block/2018/867 to enable the respondent company to allot the frozen plots in this undermined area (UD).
- g) That on 21.10.2020, an intimation cum reminder vide reference no. PDL/SANC/Son/A-Block/2020/352 was sent to DTCP requesting the approval of the revised layout plan,



noting that HSVP had appointed surveyor and demarcated the said sector road at the site in consultation with DTP Sonapat.

- (x) That the Original Allottee was allotted Villa A-642 (OLD) before the freezing and defreezing process by the competent authority. There was no intentional delay on the part of the Respondent. However, the project was delayed due to circumstances beyond their control, specifically due to land acquisition by the Government in Sonapat. The Respondent Company has been making sincere efforts to resolve these issues with the Competent Authority.
- (xi) That the delay was caused by circumstances beyond the Respondent Company's control, justifying the enforcement of the force majeure clause as per the agreement and the Complaint is an abuse and misuse of the legal process and should be dismissed, with no relief granted to the Complainant.
- (xii) That in the respectful submission of the respondent, it is mentioned that the Complainant had purchased said Villa from open or secondary market after conducting proper due-diligence and being aware about the status of the project.
- (xiii) That the respondent denies that the deemed date of possession of Villa is 18 months, i.e., 11.04.2009.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

7. During oral arguments both parties reiterated their arguments as were submitted in writing. Learned counsel for the complainant submitted that complainant is willing to accept refund of the amount deposited by him along with interest.

F. ISSUES FOR ADJUDICATION

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

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

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

(i) It is an admitted fact that original allottee booked a villa in the respondent's project "Parsvnath City", Sonipat on 06.09.2005. Villa buyer agreement (VBA) was executed between the parties on 12.10.2007 for Unit No.A-642. Complainant purchased allotment rights of unit on 16.05.2014. Basic sales price of the flat is Rs. 25,00,000/- against which the complainant has already paid an amount of Rs. 27,31,668/-. As per clause 8(a) of the buyer's agreement, construction of the flat was likely to be completed within a period of 18 months from the commencement of



construction with extended period of 6 months after receipt of sanction of building plans/revised building plans and other approvals of concerned authorities as may be required subject to force majeure, restraints or restrictions from any courts/authorities, non-availability of building materials, disputes with contractors/work force etc. and circumstances beyond the control of developer and subject to timely payments by the Buyer. However, possession has not been offered to complainant till date.

(ii) Respondent has raised certain objections with respect to maintainability, limitation and retrospective application of the Act. Each objection is dealt herein below.

(a) Respondent has raised an objection regarding maintainability of the complaint on the ground that Authority does not have jurisdiction to decide the complaint. In this regard it is stated that Authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.1 Territorial Jurisdiction

As per notification no. 1/92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Real Estate Regulatory Authority, Panchkula is for the entire Haryana



except Gurugram District for all purpose with offices situated in Panchkula. In the present case the project in question is situated within the planning area of Sonipat district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

E.2 Subject Matter Jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

“Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.”

So, in view of the provisions of the Act of 2016 quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by learned Adjudicating Officer if pursued by the complainant at a later stage.



(b) With respect to the objection of respondent that the complaint is barred by limitation, reference is made to the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise. It is to mention here that the promoter has till date failed to fulfil his obligation pertaining to delivery of possession of plot in question because of which the cause of action is continuing. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the limitation Act 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not a Court. So, objection raised by the respondent on ground of limitation does not have any merit and is therefore rejected.

(c) Further, the respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively. This has been already decided by the Hon'ble Supreme Court in 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."

In view of the aforementioned judgement, it is now settled that 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 are in the process of the completion though the contract/ agreement might have been entered into before the Act and the Rules became applicable. Hence, this objection raised by the respondent is negated.

(d) Respondent has further raised an objection that the project in which the complainant is seeking refund is not registered with this Hon'ble Authority and therefore this Hon'ble Authority does not have jurisdiction to entertain the present complaint. This issue as to whether this Authority has jurisdiction to entertain the complaints pertaining to unregistered projects has been dealt with and decided by the Authority in complaint



no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd. Relevant part of said order is being reproduced below:

“Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic argument in which violator of law seeks protection of law by misinterpreting the provisions to his own liking.

14. The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.

15. For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent promoter is accordingly rejected.”



The same reasoning is applicable and adopted in the present case as well. Further, the RERA Act, 2016, nowhere provides that the provisions of the Act shall only be applicable to registered real estate projects, or only aggrieved person of a registered real estate project shall file a complaint u/s 31 of the RERA Act, 2016. Thus, the complaint is well within the ambit of RERA Act, 2016.

(iii) The main grouse of the complainant in the present case is that even after lapse of 17 years from the date of execution of the builder buyer agreement possession has not been offered to the complainant. As per section 18(1) of the RERA Act, complainant now wants to withdraw from the project and demands refund of the amount deposited by her. Respondent has not denied the fact that possession has not been offered to the complainant. Respondent has averred that relief of refund as prayed by the complainant may not be allowed. In this regard Authority observes that as per clause 8(a) of the builder buyer agreement executed between the parties, construction of the unit was to be completed within 18 months from the commencement of construction with extended period of 6 months after receipt of sanction of building plans/revised building plans and other approvals of concerned authorities as may be required subject to force majeure, restraints or restrictions from any courts/authorities, non-availability of building materials, disputes with contractors/work



force etc. and circumstances beyond the control of developer and subject to timely payments by the Buyer. However, there is nothing on record placed by the respondent to show as to whether the factum of start of construction was ever communicated to the complainant. In absence of any such document, exact date of start of construction cannot be ascertained. Further, the aforementioned clause is heavily loaded in favour of respondent. In such circumstances, Authority has placed reliance upon the judgement of Hon'ble Supreme Court in the case of **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr** wherein 3 years' time has been held as reasonable time where the exact date for handing over possession cannot be ascertained. Accordingly, the respondent was to handover the possession of the unit within 3 years of date of builder buyer agreement, i.e., by 12.10.2010. Perusal of clause 8(a) also states that respondent is entitled to grace period of 6 months for circumstances beyond control of the respondent, however respondent has failed to explain/prove any situation which can justify grace period.

(iv) With regard to the averment of the respondent that refund may not be allowed as it will affect the project of the respondent company, Authority observes that respondent has admitted that there are various approvals pending before the competent Authority. Also no timeline for completion of the project has been provided. Thus, it can easily be inferred from the



given circumstances of the project that there is no scope of completion of the project in near future. The endorsement of the said villa was made in the favour of the complainant on 16.05.2014 and till date he has not been offered possession and cannot be made to wait endlessly for the same. 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."

In view of the ratio laid down by Hon'ble Supreme Court in Newtech Judgment Authority finds it to be fit case for allowing



refund in favour of complainant in terms of Section 18 of RERA Act, 2016. Section 18(1) of the RERA Act of 2016 is reproduced below:

18. (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.

Case is clearly made out to allow relief of refund as sought by complainant. Therefore, as per provisions of Section 18 of the Act, relief of refund as sought by the complainant deserves to be granted.

(v) As per Section 18 of Act, 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. 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”.

(vi) The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

(vii) 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. 08.07.2024 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.95%.

(viii) 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;



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 of 27,31,668/- 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 10.95% (8.95% + 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 calculated at the rate of 10.95% till the date of this order and said amount works out to Rs 50,92,888/- as per detail given in the table below:

Sr. No.	Principal Amount in Rs	Date of payment	Interest Accrued till 08.07.2024
1.	5,00,000	08.09.2005	10,31,850
2.	4,20,000	29.08.2006	8,22,024
3.	2,27,080	30.01.2007	4,33,950
4.	2,50,000	12.10.2007	4,58,625
5.	2,50,000	15.11.2007	4,56,075
6.	4,59,588	24.01.2008	8,28,775
7.	1,25,000	25.04.2008	2,21,963
8.	1,25,000	12.09.2008	2,16,713
9.	3,75,000	12.05.2009	6,22,913
	Total Amount = 27,31,668		Total Interest = 50,92,888
Total Amount to be refunded to the complainant = 78,24,556			

H. DIRECTIONS OF THE AUTHORITY




10. 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 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 27,31,668/- to the complainant with an interest of Rs 50,92,888/- to the complainant. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual realization of the above said 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.

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


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]