



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	1432 of 2023
Date of filing:	26.07.2023
Date of first hearing:	29.08.2023
Date of decision:	22.04.2024

Renu Sharma W/o Sh. Mahesh Sharma,  
R/o 110, Tarun Enclave, Pitampura,  
Delhi-110034

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

Complaint no.:	1433 of 2023
Date of filing:	26.07.2023
Date of first hearing:	29.08.2023
Date of decision:	22.04.2024

Manoj Batra S/o Sh. L.K.Batra  
R/o 35/78, West Punjabi Bagh,  
New Delhi-110026

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

<b>Complaint no.:</b>	<b>1438 of 2023</b>
<b>Date of filing:</b>	<b>26.07.2023</b>
<b>Date of first hearing:</b>	<b>29.08.2023</b>
<b>Date of decision:</b>	<b>22.04.2024</b>

Jugal Batra S/o Sh. L.K.Batra  
R/o 35/78, West Punjabi Bagh,  
New Delhi-110026

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

<b>Complaint no.:</b>	<b>1516 of 2023</b>
<b>Date of filing:</b>	<b>26.07.2023</b>
<b>Date of first hearing:</b>	<b>29.08.2023</b>
<b>Date of decision:</b>	<b>22.04.2024</b>

Santosh Jain W/o Sh. Ajay Jain  
R/o B-21, Panchwati,  
Delhi-110033

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

<b>Complaint no.:</b>	<b>1517 of 2023</b>
<b>Date of filing:</b>	<b>26.07.2023</b>
<b>Date of first hearing:</b>	<b>29.08.2023</b>



<b>Date of decision:</b>	<b>22.04.2024</b>
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Shakuntala Jain W/o Late Sh. Suresh Chand Jain  
R/o B-21, Panchwati,  
Delhi-110033

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

<b>Complaint no.:</b>	<b>1518 of 2023</b>
<b>Date of filing:</b>	<b>26.07.2023</b>
<b>Date of first hearing:</b>	<b>29.08.2023</b>
<b>Date of decision:</b>	<b>22.04.2024</b>

Lalita Garg W/o Sh. P.C.Garg  
R/o B-28, Panchwati,  
Delhi-110033

....COMPLAINANT

VERSUS

TDI Infrastructure Limited through its Chairman/Managing Director  
10, Shaheed Bhagat Singh Marg,  
New Delhi- 110001

....RESPONDENT

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

**Present: -**                      Mr. Vikas Deep, Counsel for Complainant through VC in  
   all cases.  
   Mr. Shubhnit Hans, Counsel for the respondent through  
   VC in all cases.



**ORDER (NADIM AKHTAR - MEMBER)**

1. Above captioned complaints are taken up together for hearing as they involve similar issues and are related to same project of the respondent. This final order is being passed by taking complaint no. 1432/2023 titled as "Renu Sharma vs TDI Infrastructure Ltd" as lead case.
2. Lead complaint no. 1432/2023 was filed on 26.07.2023 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**

3. 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	"Espania heights", NH-1, Sonipat



2.	Name of the promoter	TDI Infrastructure Ltd
3.	RERA registered/not registered	Registered. HRERA-PKL-SNP-161-2019 dated 15.11.2019
4.	DTCP License no.	1065-1068 of 2006,
	Licensed Area	12.64 acres
5.	Unit no.	EH-02/0403, 4 <sup>th</sup> floor
6.	Unit area	1075 sq. ft.
7.	Date of allotment	11.05.2012
8.	Date of builder buyer agreement	29.05.2012
9.	Due date of offer of possession	29.11.2014
10.	Possession clause in BBA -28 months	<b>Clause 28</b> ".....However, if the possession of the apartment is delayed beyond a period of 30 months from the date of execution thereof and the reasons of delay are solely attributable to the wilful neglect or default of the company then for every month of delay, the purchaser 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 purchaser 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."
11.	Total sale consideration	₹20,07,789/-
12.	Amount paid by complainant	₹24,24,431/-
13.	Offer of possession (fit-out)	Not offered.
14.	Occupation Certificate	Not obtained.



## **B. FACTS OF THE COMPLAINT**

4. Facts of the instant complaint are that complainant had booked a residential built-up floor in the project of the respondent namely; Espania, Heights situated at NH-1, Sonipat by making payment of ₹2,00,000/- on 22.10.2011. Copy of receipt dated 22.10.2011 is attached as Annexure C-1. Following which Builder Buyer Agreement (BBA) was executed between complainant and respondent on 29.05.2012 and in terms of clause 28 of it, possession was supposed to be delivered within 30 months, i.e., up to 29.11.2014. Copy of agreement is annexed as Annexure C-3.
5. Complainant has paid an amount of ₹24,24,431/- against total sale consideration of ₹20,07,789/- but respondent has failed to abide by the timeline of construction and the construction was delayed way behind the schedule.
6. That the respondent failed to develop the colony within given time. It is pertinent to mention here that previously complainant had filed the complaint no. 2108/2019 before this Hon'ble Authority but due to jurisdictional issue, the same was withdrawn by the complainant vide order dated 06.07.2021 with the liberty to file afresh. Further, the complainant had also filed the complaint case no. 188/2021 before the District Consumers Disputes and Redressal



Commission, Sonipat which was withdrawn with liberty, vide order dated 16.05.2023. Hence, thereafter, present complaint has been filed before this Authority.

**C. RELIEFS SOUGHT:-**

7. Complainant in his complaint has sought following reliefs:
  - i. The respondent may kindly be directed to refund the amount deposited with the respondent, along with statutory interest, on amount deposited from their respective deposits till realization, in the interest of justice.
  - iii. Direct the respondent to pay cost and litigation charges.

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

Learned counsel for the respondent filed a detailed reply on 01.03.2024 pleading therein as under:

8. That due to the reputation of the respondent company, complainant had voluntarily invested in the project of the respondent's company namely; Espania Heights, Main NH-1, Sonipat, Haryana.
9. That the Builder Buyer Agreement was executed between the complainant and the respondent on 29.05.2012 which was much prior to the date when the RERA Act, 2016 came into existence. Therefore, the present complaint is not maintainable and falls outside the purview of provisions of RERA Act, 2016.



10. That complainant herein as an investor who invested his money in the project of the Respondent Company for the sole motive of earning profits and speculative gains, therefore, the captioned complaint is liable to be dismissed in limine.
11. That respondent vide its letter dated 12.09.2016 applied for grant of occupation certificate before the Director, Town & Country Planning Department, Haryana but due to unforeseen circumstances, respondent had applied again to the Director, Town and Country Planning, Haryana for grant to occupation certificate on 17.02.2022. Vide letter dated 22.02.2021, respondent had also paid a substantial amount of ₹10,00,000/- requesting the Ld. DTCP to compound the offence of offering the possession with occupation certificate.
12. Complainant has concealed the fact that vide letter dated 06.01.2018 respondent has already offered possession for fit out of the booked floor Copy of letter is annexed as Annexure R-3. Respondent had issued various reminder letters to the complainant to clear his outstanding dues but complainant did not come forward to clear his outstanding dues.
13. That handing over of possession has always been tentative and subject to force majeure conditions and the complainant has been well aware about the same.





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

14. During oral arguments, ld. Counsel for complainant submitted that the possession of the unit was supposed to be delivered by the year 2014. However, respondent has offered possession to the complainant on 06.01.2018 that too without obtaining occupation certificate. A valid offer of possession is yet to be made to the complainant. Even in its reply respondent has failed to provide surety with regard to the grant of occupation certificate. Complainant who has already waited for so many years does not wish to wait endlessly for delivery of possession of flat and insists upon refund of paid amount with interest.

15. Learned counsel for the respondent reiterated arguments as were submitted in written statement and further stated that application for grant of occupation certificate is still pending with the DTCP. It is the complainant who is at fault by not coming forward to accept possession of the floor after making payment of outstanding dues. Moreover, respondent has already filed a fresh application for grant of occupation certificate on 17.02.2022 and it is expected to be received soon.

**F. ISSUES FOR ADJUDICATION**

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



**G. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT.**

**G.I Objection regarding execution of BBA prior to the coming into force of RERA Act,2016.**

One of the averments of respondent is that provisions of the RERA Act of 2016 will not apply on the agreements executed prior to coming into force of RERA Act,2016. Accordingly, respondent has argued that relationship of builder and buyer in this case will be regulated by the agreement previously executed between them and the same cannot be examined under the provisions of RERA Act. In this regard, Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of flat-buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not re-written, the Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act, 2016 was already dealt in detail by this Authority in *complaint no.*



*113 of 2018 titled as Madhu Sareen v/s BPTP Ltd* decided on 16.07.2018. Relevant part of the order is being reproduced below:

*“The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller.”*

Further, as per recent judgement of Hon'ble Supreme court in **Newtech Promoters and Developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021** it has already been held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act,2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act,



and the rules and regulations made thereunder. Therefore, this Authority has complete jurisdiction to entertain the captioned complaint and objection raised by the respondent regarding maintainability of the present complaint is rejected.

**G.II Objections raised by the respondent stating that complainant herein is an investor and have invested in the project of the Respondent Company for the sole reason of investing, earning profits and speculative gains.**

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 within 3-4 years of allotment but his bonafide belief stood shaken when the promoter failed to offer a valid possession of the booked unit till date without any reasonable cause. It is after an inordinate delay in handing over of possession that 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 under 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 admitted by the respondent in the allotment letter dated 11.05.2012 as well as in builder buyer agreement dated 29.05.2012. 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.

#### **H. OBSERVATIONS AND DECISION OF THE AUTHORITY**

17. 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 under:

(i) Admittedly, complainant had purchased the floor in the project of the respondent in the year 2012 against which an amount of ₹24,24,431/- has been paid to the respondent. Out of said paid



amount, last payment of ₹ 89,869/- was made to respondent on 16.06.2016 which implies that respondent is in receipt of total paid amount since year 2016 whereas fact remains that no valid offer of possession duly supported with occupation certificate of the booked floor has been made till date.

(ii) Authority observes that the floor in question was allotted by respondent on 11.05.2012. Builder Buyer Agreement was executed between the parties on 29.05.2012 and in terms of clause 28 of it, respondent was under an obligation to deliver possession within 30 months, i.e., latest by 29.11.2014. In present situation, respondent failed to honour its contractual obligations without any reasonable justification.

(iii) Respondent vide letter dated 06.01.2018 had offered possession for fit-out to the complainant along with demand of ₹ 6,43,407/- 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 failed in its obligation to deliver possession as per the terms of buyer's agreement.

(iv) Despite making full and final payment towards booking of floor complainant has sought relief of refund of paid amount for the reason that respondent is not in a position deliver a valid possession



of the flat. Complainant had invested his hard earned money in the project with hope of timely delivery of possession. However, possession of flat was offered to the complainant after a delay of more than four years. Fact remains that respondent is yet to receive occupation certificate meaning thereby that a valid possession is yet to be offered to the complainant.

(v) 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 flat in question is shrouded by a veil of uncertainty. Complainant had invested a huge amount of ₹24 Lakh with the respondent by the year 2016 to get possession of a residential floor. However, respondent is not in a position to offer a valid offer to the complainant since the project is yet to receive occupation certificate. Since respondent 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 for 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 to deliver possession and seek refund of the paid amount.



(vi) 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."*

18. 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.

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

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

*Explanation.-For the purpose of this clause-*

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

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

20. 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. 22.04.2024 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.


21. 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".*

22. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act,2016 and the complainant is entitled for refund of deposited amount along with interest. Thus, respondent will be liable to pay the complainant interest 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 ₹24,24,431/- 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 calculated at the rate of 10.85% till the date of this order and total amount works out to ₹ 26,74,437/- as per detail given in the table below:



In complaint no. 1432/2023- Complainant claims to have paid an amount of Rs 24,24,431/-. Details of paid amount is mentioned at page no. 4 of complaint. In support, statement of account for total amount of Rs 21,51,687/- is attached at page no. 34 of complaint file. Ld. counsel for complainant was asked to submit proof of remaining amount as claimed in petition. He stated that remaining amount be taken from statement of account attached by respondent in its reply. Accordingly, remaining amount of Rs 2,72,744/- is taken from statement of account dated 06.01.2018 attached at page no. 18 of reply and amount taken for calculation of interest is Rs 24,24,231/-.

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	2,00,000	18.10.2011	271755
2.	1,52,860	31.10.2011	207112
3.	1,76,428	10.01.2012	235321
4.	3,69,448	28.05.2012	477507
5.	88,657	10.07.2012	113455
6.	129	15.07.2013	151
6.	88,658	04.09.2013	102361
7.	89,082	09.01.2014	99487
8.	88,658	31.01.2014	98434
9.	88,870	28.04.2014	96371
10.	1,00,000	11.07.2014	106241
11.	80,000	14.10.2014	82733
12.	1,75,355	23.12.2014	177698
13.	88,000	29.01.2015	88208
14.	2,75,673	09.10.2015	255592
15.	89,869	16.06.2016	76617
16.	2,72,744	06.01.2018	186394
20.	Total=24,24,431/-		Total=26,75,437/-
21.	Total Payable to complainant	24,24,431 +26,75,437=	50,99,868/-

**In complaint no. 1433/2023-**Complainant claims to have paid an amount of Rs 47,52,655/- in pleadings. Statement of account has been attached in support of it as Annexure C-2. Perusal of said statement reveals that complainant has in total paid an amount of Rs 47,52,548.52/- only. In this regard, query was raised to ld. counsel for complainant at time of hearing. In reply to which he stated that amount admitted in statement of account be taken into consideration. Accordingly, calculation is made by taking Rs 47,52,548.52/- as final paid amount.

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	9,00,000	06.08.2011	1242429
2.	6,53,130	06.09.2011	895612
3.	38,470	06.09.2011	52752
4.	5,00,000	19.09.2011	683699
5.	50,000	04.10.2011	68147
6.	2,50,000	24.11.2011	336945
7.	63,172.52	22.07.2013	73763
8.	6,13,785	30.08.2013	709563
9.	3,13,811	30.12.2014	317351
10.	7,00,868	16.04.2018	458140
11.	3,34,657	17.07.2018	209605
12.	3,34,655	28.01.2019	190205
13.	Total=47,52,548.52/-		Total=52,38,211/-
14.	Total Payable to complainant	47,52,548.52+5238211=	99,90,759.52/-

**In complaint no. 1438/2023-**Complainant claims to have paid an amount of Rs 49,99,337/- in pleadings. Statement of account has been attached in support of it as Annexure C-2. Perusal of said statement reveals that



complainant has in total paid an amount of Rs 50,06,252.59/-. In this regard, query was raised to ld. counsel for complainant at time of hearing. In reply to which he stated that amount admitted in statement of account be taken into consideration. Accordingly, calculation is made by taking Rs 50,06,252.59/- as final paid amount.

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	9,00,000	08.08.2011	1241894
2.	6,68,518	06.09.2011	916713
3.	23,082	06.09.2011	31651
4.	1,00,000	06.12.2011	134421
5.	2,53,860	10.12.2011	340940
6.	2,00,000	21.12.2011	267950
7.	6915.13	27.12.2012	8500
8.	3,10,077.46	22.07.2013	362058
9.	6,13,785	30.08.2013	709563
10.	3,21,159	30.12.2014	324781
11.	9,39,543	16.04.2018	614156
12.	3,34,657	19.07.2018	209406
13.	3,34,656	12.02.2019	188713
13.	Total=50,06,252.59/-		Total=53,50,746/-
14.	Total Payable to complainant	50,06,252.59+53,50,746=	1,03,56,998.59/-

#### In complaint no. 1516/2023

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	4,50,000	06.03.2012	592722
2.	5,21,768	25.06.2012	670036
3.	6,73,820	15.02.2013	818225
4.	3,24,733	05.03.2015	322121
5.	3,25,000	22.08.2015	305963
6.	10,00,000	14.03.2016	880485
7.	1,02,700	30.06.2017	75986
8.	Total=33,98,021/-		Total=36,65,538/-

9.	Total Payable to complainant	33,98,021+3665538=	70,63,559/-
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**In complaint no. 1517/2023**

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	5,00,000	09.03.2012	658134
2.	5,79,742	25.06.2012	744484
3.	7,88,330	23.02.2013	955401
4.	3,61,000	23.06.2014	385461
5.	6,04,492.65	10.03.2015	598733
6.	1,17,000	15.04.2015	114633
7.	1,64,000	22.08.2015	154393
8.	2,00,000	14.03.2017	154397
9.	1,30,000	30.05.2017	97382
10.	1,50,000	15.06.2017	111651
11.	Total=35,94,564.65/-		Total=39,74,669/-
12.	Total Payable to complainant	35,94,564.65+3974669=	75,69,233.65/-

**In complaint no. 1518/2023**

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 22.04.2024
1.	4,00,000	07.03.2012	526745
2.	4,02,094	25.06.2012	516355
3.	6,17,120	07.03.2013	745705
4.	2,27,800	13.01.2014	254138
5.	1,92,600	15.01.2014	214753
6.	80,000	15.01.2014	89202
7.	5,34,800	06.02.2014	592817
8.	37,000	23.06.2014	39507
9.	2,67,969	05.03.2015	265814
10.	Total=27,59,383/-		Total=32,45,036/-
11.	Total Payable to complainant	27,59,383+32,45,036=	60,04,419/-




## H. DIRECTIONS OF THE AUTHORITY

23. 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 paid amount with interest to the respective complainants as calculated/mentioned in tables mentioned in the order. It is further clarified that respondent will remain liable to pay interest to the respective complainants 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.

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

  
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CHANDER SHEKHAR  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]