



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

<b>Complaint no.:</b>	2299 of 2019
<b>Date of filing:</b>	25.09.2019
<b>First date of hearing:</b>	24.10.2019
<b>Date of decision:</b>	11.07.2024

Mrs. Rakesh Sandhu

W/o Shri. Ramesh Sandhu

R/o Dr. G.D DAV College of Education for Women,

Railway Road, Karnal-132001 (HR.)

.....COMPLAINANT

Versus

Aegis Homes Limited (Address by Aegis Scheme),  
Office Address – Aegis Homes Ltd, Aegis Gold floors,  
Sector-33, Karnal-132001, Haryana.

.....RESPONDENT

**CORAM:** Parneet Singh Sachdev  
Nadim Akhtar  
Chander Shekhar

Chairman  
Member  
Member

**Present:** - Mr. Gaurav Chaudhary, Counsel for the complainant through VC Mr. Neeraj Goel & Mr. Tarun Ranga, Counsels for the respondent.

**ORDER (PARNEET S SACHDEV-CHAIRMAN)**

1. Present complaint has been filed on 25.09.2019 by 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	Address by Aegis Scheme
2.	Name of the promoter	Aegis Homes Ltd
3.	RERA registered/not registered	Unregistered
4.	Unit allotted	C-205, 2 <sup>nd</sup> Floor, Crown Tower
5.	Unit area	600sq. ft.

6.	Date of allotment (Letter of Provisional allotment)	20.09.2014
8.	Date of builder buyer agreement	Not executed.
9.	Due date of offer of possession	29.06.2018
10.	Possession clause in Allotment letter	Clause 14 of the letter of provisional allotment "Developer shall make all possible endeavour to hand over possession of the studio to provisional allottee within a reasonable time, may be within 42 months from date of draw, i.e., 29 June 2014 + 6 months grace period, otherwise company will pay penalty of Rs. 20 per sq. Ft per month to provisional allottee..."
11.	Basic sale consideration	₹18,76,500/-
12.	Amount paid by complainant	₹ 13,76,100/-
13.	Offer of possession (fit-out)	No offer of possession given

**B. FACTS OF THE COMPLAINT**

- i. That the complainant had purchased a flat in the project of respondent namely; "Address by Aegis Scheme" bearing unit no. C-205, 2<sup>nd</sup> Floor, Crown Tower, measuring 600 sq. ft. in the year 2014 by paying the booking amount of Rs 11,000/- to the respondent.
- ii. That total sale price of the flat was fixed at ₹18,76,500/- which is exclusive of Preferential Location Charges (PLC), Corner Charges,

Main/Wide Road facing charges, North-East facing, East facing, Floor PLC and any other PLC.

- iii. That the complainant was allotted flat no. C-205 vide provisional allotment letter dated 20.09.2014 which is annexed as Annexure P1.
- iv. That complainant has paid an amount of ₹13,76,100/- against the total price of Rs.18,76,500/-. However, respondent has failed to hand over the possession to the complainant as stipulated in Clause 14 of letter provisional allotment.
- v. That on 29.01.2017 complainant approached the respondent's office for payment of further instalments, the officials of respondent starting coercing and influencing the complainant to invest in the respondent's other project. To which the complainant suspected something fishy and visited the project construction activity going on at the project.
- vi. That as per Clause 14 of the letter of provisional allotment it was specifically stated that the construction of the unit will be completed and physical possession will be offered/handed over to the allottee/complainant within a period 42 months plus 6 months grace period from the date of draw, i.e. 29.06.2014. However, respondent failed to hand over possession of booked unit till date.





- vii. It is evident from the payments made to respondent that the complainant had paid the money to the respondent as per demand and the respondent has deliberately not carried-out the construction work of the apartment in accordance with the provisions of letter of allotment, hence breached the trust of complainant and violated the terms of letter of provisional allotment.
- viii. That due to deficiency in services committed by the respondent, the complainant has suffered huge financial losses, mental agony, and trauma as his hard-earned money has been invested in the said project. In this regard, a legal notice dated 09.01.2019 was also sent to respondent but in vain.
- ix. Thus the complainant is entitled for the relief as sought in the present complaint.

C. RELIEF SOUGHT

Complainant has sought following reliefs:

- (a) That the complainant wishes to withdraw from the project and the respondent may be directed to refund the amount paid by the complainant with interest at such rates as may be prescribed in this act and including the compensation in the manner as provided



under this Act as the respondent has no intention to whatsoever to construct and deliver the possession of the flat.

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

i. Respondent had filed a short reply on behalf of Aegis Homes Ltd on 29.05.2023, wherein respondent stated that the project is near competition and the possession is likely to be delivered by next 2 months from today. It is also submitted by the respondent that the project was delayed due to pandemic Covid-19 prevalent in the country.

ii. Further, the respondent stated that the RERA Authority has given the extension of the time for completion of work by July,2023. Copy of the same is annexed as Annexure R-A.

**E. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT FILED IN REGISTRY ON 10.07.2024**

i. That the complainant has no cause of action against the respondent and the alleged cause of action was false and frivolous. That the respondent had neither caused any violation of the provisions of the act nor caused any breach of agreed obligations as per the agreement between the parties. Hence, the present complaint is liable to be dismissed.

ii. That the respondent submitted that the complainant cannot rely on the provisions of the RERA qua the agreements that were



executed prior to the RERA Act coming into force. It is further submitted that for transactions entered into between the parties prior to RERA Act coming into force, the agreements entered into between the parties shall be binding on the parties and cannot be reopened.

iii. That the respondent submitted that the present complaint is barred by limitation as the complaint has been filed after expiry of 3 years. Hence, the present complaint may be dismissed on this ground alone. Further, as per Article 55 of the schedule of The Limitation Act which provides that the time period to file such complaints is 3 years and the time period to file such complaints begins to run from the date of breach of agreement which is much prior in time as per complainant himself.

iv. That it is worthwhile to mention here that the construction of the project commenced in December 2015 and after that, construction of the Project was hampered due to force majeure situations beyond the control of the Respondent which are as follows: -

- Jat Reservation Agitation: The Jat Reservation agitation was a series of protests in February 2016 by Jat people of North India, especially those in the state of Haryana, which paralyzed the State including city of Gurgaon wherein the project of Respondent is situated for 8-10 days.



- Demonetization of Rs. 500 and Rs. 1000 currency notes: The Real Estate Industry is dependent on un- skilled/semi-skilled unregulated seasonal casual labour for all its development activities. The Respondent awards its contracts to contractors who further hire daily labour depending on their need. On 8th November 2016, the Government of India demonetized the currency notes of Rs. 50 and Rs. 10 with immediate effect. Resulting into an unprecedented chaos which cannot be wished away by putting blame on Respondent.
- GST Implications: It is pertinent to apprise to the Hon'ble Adjudicating Officer that the developmental work of the said project was slightly decelerated due to the reasons beyond the control of the Respondent Company due to the impact of Good and Services Act, 2017 [hereinafter referred to as 'GST'] which came into force after the effect of demonetisation in last quarter of 2016.
- Directions/Prohibition by NGT: It is noteworthy that on 09.11.2017, in Vardhaman Kaushik vs Union of India & Ors, the National Green Tribunal New Delhi observed The Tribunal had passed a detailed judgment in the case of Vardhman Kaushik on 10th November, 2016 and had clearly postulated the steps that were required to be taken on long term and short-term basis keeping in view the precautionary principle to ensure that the ill-effects and adverse impact of polluted ambient air quality in the previous year is not repeated in the year 2017.
- Construction Ban: It is noteworthy that in past few years construction activities have also been hit by repeated bans by the Courts/Tribunals/Authorities of curb pollution in Delhi-





NCR Region. In the recent past the Environmental Pollution (Prevention and Control) Authority, NCR (EPCA) vide its notification bearing no. EPCA-R/2019/L-49 dated 25.10.2019 banned construction activity in NCR during night hours (6 pm to 6 am) from 26.10.2019 to 30.10.2019 which was later on converted to complete ban from 01.11.2019 to 05.11.2019 by EPCA vide its notification bearing no. R/2019/L-53 dated 01.11.2019.

- Covid-19 Pandemic: It is most humbly submitted that even before the normalcy could resume the world was hit by the Covid-19 pandemic. Therefore, it is safely concluded that the said delay in the seamless execution of the project was due to genuine force majeure circumstances and the said period shall not be added while computing the delay. It is most humbly submitted that current covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the project.

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

Ld. counsel for both the parties reiterated their submissions as mentioned in complaint and reply alongwith written submissions.

**G. ISSUE FOR ADJUDICATION**

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



**H. OBSERVATIONS AND DECISION OF AUTHORITY**

3. Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that it is not a disputed fact that complainant booked a unit in the project of the respondent namely "Address by Aegis Scheme" and ~~letter of~~ provisional allotment letter dated 20.09.2014 was issued for unit no.C-205, 2<sup>nd</sup> floor, Crown Tower. Against the basic sale price of ₹18,76,500/-, complainant has already paid a total amount of ₹13,76,100/-.
4. Complainant is aggrieved by the fact that despite making timely payments against the basic sale price, respondent neither handed over the possession of the unit within the stipulated timeline, nor refunded the amount paid by complainant.
5. The respondent promoter has also not disputed allotment of the unit, issuance of the letter of provisional allotment dated 20.09.2014 and deemed date of handing over of possession for the unit. Respondent had filed its short reply dated 29.05.2023 mentioning therein that the construction and development of the project got delayed due to covid-19 outbreak in the year 2020, now the project is near completion and shall be ready for handing over possession in two months' time from the date of reply.



6. Respondent had further filed written submissions in registry on 10.07.2024 raising issue of limitation, application of RERA Act,2016 on agreement/allotment executed in year 2014 and various force majeure conditions which hampered the construction of project.

i. With regard to plea raised by the respondent that provisions of RERA Act,2016 are applicable with prospective effect only and therefore same were not applicable as on 20.09.2014 when the complainant was allotted unit no. C-205, Crown Tower in Address by Aegis Scheme. It is observed that issue regarding operation of RERA Act,2016 whether retrospective or retroactive has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in ***Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others.***

Relevant part is reproduced below for reference:-

*"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.*

*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 on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016."*

- ii. Respondent has also taken objection that complaint is grossly barred by limitation. Reference in this regard 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 wherein it was held that Limitation Act does not apply to quasi-judicial bodies. Further, in this case the promoter has till date failed to fulfil his obligations because of which the cause of action is re-occurring. 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 Courts.

- iii. It is the stand of respondent that force majeure conditions like- Jat Agitation of February 2016, Demonization in November 2016, GST Act, 2017, Prohibitions by NGT in year 2017 and 2019 and COVID-19 Pandemic affected the project completion. The due date of possession in the present case as per clause 14 of provisional allotment, works out to 29.12.2017, if we add grace period of 6 months then it comes out to 29.06.2018. Therefore, question arises for determination as to whether any situation or circumstances which could have happened prior to this date due to which the respondent could not carry out the construction activities in the project can be taken into consideration. Looking at this aspect as to whether the said situation or circumstances was in fact beyond the control of the respondent or not. The obligation to deliver possession within a period of 42+6 months from date of draw, i.e. 29.06.2014 was not fulfilled by respondent. There is delay on the part of the respondent and for said delay respondent has mentioned various conditions as illustrated above in this



paragraph. It is important to point out here that some force majeure conditions are before the deemed date of possession and conditions like NGT order prohibiting construction activity of 2019, and ceasing of construction activities during the COVID-19 period are after the deemed date of possession. Out of said factors, only three conditions i.e. Jat Agitation (8-10 days), Demonetization (4 months), NGT ban (30-45 days) vide order dated 19.07.2016 and 07.11.2017 falls before the deemed date of possession exclusive of grace period, i.e. 29.12.2017. Total period of bans comes out to 160 days approximately as pleaded by respondent. It is pertinent to mention here that respondent in addition to commitment period has already sought grace period of 180 days to deliver possession. Said grace period is duly incorporated in agreement with a purpose to cover these kind of activities/bans hampering the construction of project. Time period of ban of 160 days gets duly covered in said grace period by allowing the same to respondent. Further, factors like ban by NGT on 04.11.2019 and Covid-19 Pandemic are not convincing enough as the due date of possession was 29.06.2018 (inclusive of grace period of 6 months) referred by the respondent pertains to November,2019. Therefore the respondent cannot be allowed



to take advantage of the delay on his part by claiming the delay in statutory approvals/directions. As far as delay in construction due to outbreak of Covid-19 is concerned Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (1) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020* dated 29.05.2020 has observed that:

*“69. The past non-performance of the contractor cannot be condoned due to Covid-19 lockdown in March,2020 in India. The contractor was in breach since septemeber,2019. Opportunities were given to the contractor to cure the same repeatedly. Despite the same, the contractor could not complete the project. The outbreak of pandemic cannot be used as an excuse for non-performance of a contract for which the deadline was much before the outbreak itself.*

*The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by September,2019 and is claiming the benefit of lockdown which came into effect on 23.03.2020, whereas the due date of handing over possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, Authority is of view that outbreak of pandemic cannot be used an excuse for non-performance of contract for which deadline was much before the outbreak itself.”*

- iv. Moreover, the respondent has not given any specific details with regard to latest stage of construction of unit. Construction status with latest photographs has not been placed on record to support the fact that respondent has fulfilled its obligations and it is complainant who is shying away from his



duties/obligations. Had it been the case that the respondent has completed the project within reasonable time of expiry of deemed date of possession the situation would have been different. As of today, the construction is not going on at site from last 3-4 years as informed by complainant's counsel. No rebuttal to said statement has been made by respondent in oral/writing by respondent. Mere pleading of force majeure conditions without fulfilling its obligations, the respondent cannot be allowed to take benefit of his own wrong. So, the plea of respondent to consider force majeure conditions towards delay caused in delivery of possession is without any basis and the same is rejected.

7. The respondent has not mentioned any date for completion of project in reply nor argued about the same. Further as per clause-4 of the letter of provisional allotment, the allottee was liable to pay further amount of basic sale price only after approval of the layout plan and grant of all valid licenses by the authorities to the developer regarding which an intimation was to be given by the developer in due course of time. It is important to mention here that on the one hand vide the said letter of provisional allotment, the promoter had allotted unit no.C-205, on 2<sup>nd</sup> floor measuring 600 sq.ft. in the project "Address by Aegis Scheme", Sector 32, Karnal, whereas on the other hand, the





promoter in clause-6 of the same allotment letter mentioned that the allotment is provisional as the layout/ building plans of the complex have yet not been approved by the competent authority and as such a valid licence has yet not been issued to the developer, meaning thereby that the promoter had provisionally allotted a unit to the complainant without even having a valid licence to construct and develop an affordable housing colony in Sector 32, Karnal. Thus, the promoter allotted a unit and collected payment against it even without having the competency and requisite permission to do so.

8. During the course of hearing, it came to the notice of the Authority that no licence is issued by the Director, Town & Country Planning department, Haryana, in favour of Aegis Value Home Ltd. for development and construction of an affordable housing colony namely; "Address by Aegis Scheme", located at Sector 32, Karnal. In order to adjudicate the complaint for refund, the status of the project is required to be ascertained. For this purpose, the Authority vide its interim orders dated 17.05.2022 appointed the CTP, HRERA, Panchkula as the local commissioner. CTP, HRERA, Panchkula submitted his report on 07.07.2022, wherein it is mentioned that the promoter M/s Aegis Value Home Ltd. is developing an "affordable group housing colony" namely; "Smart Homes Karnal" on land measuring 5.653 acres in Sector 32-A, Karnal and the same is also



registered with the Authority vide registration No.265 of 2017, now valid upto 23.07.2023. It is also mentioned in the report that the director of the company, Shri Divey Sindhu Dhamija informed that the said project was being marketed/promoted in different names such as "Ananda Phase-I", "Aegis Scheme", "Aegis Smart Value Homes". However, during course of hearing, Authority observes that as per the letter of provisional allotment, the unit allotted to the complainant is "Address by Aegis Scheme" is situated in Sector 32 and not in Sector 32-A. In order to remove ambiguity surrounding the exact location of the project where the unit is located, the Authority directed the respondent vide its interim order dated 6.12.2022 to submit on affidavit details of all the project that are being developed by the respondent company at Karnal. The respondent on 28.02.2023, on affidavit submitted that the respondent company is carrying out two projects at Karnal namely; "Aegis Smart Home" and "Aegis Wood". In this affidavit, there is no mention of the project "Address by Aegis Scheme" in which the unit of the allottee is situated. Accordingly, in order to clarify the matter, information sought from the Project Branch of the Authority wherein it was informed that the respondent had got registered the project namely; "Smart Homes Karnal", which is an affordable housing colony in Sector 32-A, Karnal vide registration no.265 of 2017. The Project Branch further informed that a promoter

namely; “Aegis Skyhigh Housing Corporation Pvt. Ltd” is developing “Affordable Residential Plotted Colony” in Sector 32, Karnal. There exists no information neither in the Authority nor on the website of DTCP regarding development and construction of an affordable housing colony in Sector 32, Karnal. Further, the fact that subsequent to the signing of the letter of provisional allotment, the builder never executed a builder buyer agreement raises serious doubts whether the promoter ever received any permission/licence for development of an affordable housing colony in Sector 32, Karnal. Further, there is no document placed on record by respondent to show that the allotment of the unit in question was done, as per norms prescribed under Affordable Housing Policy 2013. Possibility could not be ruled out that the promoter allotted unit to the complainant under some pre-launch scheme, which were common in pre-RERA times.

9. Further, as per clause-14 of the allotment letter, possession was to be handed over within a period of 42 months from the date of draw, i.e., 29.06.2014 plus six months grace period, i.e., by, 29.06.2018, However, the respondent promoter failed to complete the project and hand over the possession by the said date. Also, during course of hearing respondent has not disclosed a specific date for completion of project. Therefore, respondent failed to fulfill its duty to hand over possession of unit on time. This provides a right in favour of



complainant to withdraw from the project and avail the relief of refund.

10. 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. As 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.

11. 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;*

12. 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., 11.07.2024 is 8.95%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.95%.

13. 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”.*

14. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERD 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 the amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of ₹13,76,100/- 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 11.07.2024 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 total amount works out to ₹ 13,62,659/- as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 11.07.2024
1.	₹11,000/-	01.05.2014	12293
2.	₹ 2,00,000/-	24.07.2014	218460
3.	₹ 3,51,950/-	19.08.2014	381690

4.	₹ 62,550/-	29.12.2014	65358
5.	₹ 31,275/-	28.03.2015	31844
6.	₹ 31,275/-	28.03.2015	31844
7.	₹ 31,275/-	30.03.2015	31825
8.	₹ 31,275/-	01.06.2015	31234
9.	₹ 31,275/-	01.06.2015	31234
10.	₹ 31,275/-	06.07.2015	30906
11.	₹ 31,275/-	03.08.2015	30643
12.	₹ 31,275/-	03.09.2015	30352
13.	₹ 31,275/-	05.10.2015	30052
14.	₹ 31,275/-	04.12.2015	29489
15.	₹ 31,275/-	04.12.2015	29489
16.	₹ 31,275/-	31.12.2015	29236
17.	₹ 31,275/-	23.07.2016	27312
18.	₹ 31,275/-	23.07.2016	27312
19.	₹ 31,275/-	23.07.2016	27312
20.	₹ 31,275/-	23.07.2016	27312
21.	₹ 31,275/-	23.07.2016	27312
22.	₹ 31,275/-	23.07.2016	27312
23.	₹ 31,275/-	04.02.2017	25473
24.	₹ 31,275/-	04.02.2017	25473
25.	₹ 31,275/-	04.02.2017	25473
26.	₹ 31,275/-	04.02.2017	25473
27.	₹ 31,275/-	04.02.2017	25473
28.	₹ 31,275/-	04.02.2017	25473
29. Total amount to be refunded by respondent to complainant= ₹13,76,100/- + 13,62,659=27,38,759/-			



15. Further, the complainant is seeking compensation. 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 Pvt 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.

**I. DIRECTIONS OF THE AUTHORITY**

16. Hence, 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 the entire amount of ₹13,76,100/- + ₹ 13,62,659/- to the complainant. 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.

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

  
.....  
CHANDER SHEKHAR  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]

  
.....  
PARNEET SINGH SACHDEV  
[CHAIRMAN]