



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	940 of 2024
Date of filing:	25.07.2024
Date of first hearing:	03.09.2024
Date of decision:	01.10.2024

1. Jaishree Shankar, W/o Raj Kumar,
Age 60 years, R/o 420 ward no. 28,
Subhash Nagar, Rohtak, Haryana- 124001
2. Vrinda Gupta, D/o Prabha Shankar,
R/o 420 ward no. 28,
Subhash Nagar, Rohtak, Haryana- 124001

...COMPLAINANTS

Versus

1. Choice Real Estate Developers Pvt. Ltd,
Regd. Office at 14/185-14/186, Ground Floor,
Malviya Nagar, Main Shivalik Road,
New Delhi -110017
2. Vipul Limited
Regd. Office at Regus Rectangle, level-4,
Rectangle 1, D-4, Commercial Complex,
Saket, New Delhi- 110017

...RESPONDENTS

Jaishree

CORAM: Dr. Geeta Rathee Singh **Member**
Chander Shekhar **Member**

Present: - Adv. Kunal Thapa, counsel for complainant, through VC.
 Adv. Vineet Sehgal, Counsel for respondents through VC

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed on 25.07.2024 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 fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

2. The particulars of the project have been detailed in following table:

S. No.	Particulars	Details
1.	Name of project	Pratham Apartments, Sector-10 A, at Village Bawal, Rewari, Haryana.
2.	Nature of the Project	Group Housing Project
3.	RERA registered/not registered	Registered vide no. 38 of 2018
4.	Date of Allotment	13.08.2013

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5.	Flat no.	203, Tower- 03, 2 nd floor
6.	Flat area	818 sq. ft.
7.	Date of builder buyer agreement	Not executed
8.	Deemed Date of Possession	11.02.2019
9.	Total sale price	₹22,25,420/-
10.	Amount paid by complainant	₹20,86,586/-
11.	Offer of possession	Not made

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT FILED BY THE COMPLAINANT

3. That the complainants booked a flat no.203 on second floor in tower- 03, admeasuring 818 sq ft. (super area), in the real estate project been developed by respondent promoter i.e. "Pratham Apartments" in Bawal, Sector 10 A, District Rewari, Haryana in the year 2013 for a total sale consideration of Rs. 24,08,055/-. On 13.08.2013, respondents furnished an allotment letter to complainants, against said unit for unit admeasuring 818 sq.ft. However, later on 20.01.2014, respondents arbitrarily modified the specification of the unit and revised the area of the unit from 818 sq.ft. to 765 sq. ft. Along-with said letter, a revised payment schedule was sent to complainants as per



which total sale consideration was revised to Rs. 22,25,420/- against which complainant paid Rs. 20,86,586/- by 2017.

4. That the complainant opted for construction linked plan and he paid the entire amount as and when demanded by the respondent and has complied with his legal obligation against the unit on time without fail. The total amount paid along with receipts/account statement is proved by way of ledger account of complainant along-with receipts annexed herewith as annexure C-4. Complainant has paid almost 90% of total sale consideration of unit to the respondents, as and when demanded by respondent. However, respondent has not executed the builder buyer agreement till date.
5. That the complainant recently visited the site and after inspection of it, it was revealed that the construction of Tower No. 3 in which complainants are allotted flat is under construction and inhabitable. There has been no development carried out and only a concrete structure has been erected with all the raw materials scattered over. Therefore, respondent has failed to complete the construction of said tower, even after 11 year from the date of booking.
6. Further, complainants mention that on 27.07.2019, respondent furnished some information in HRERA Authority for the registration of project,

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however certain facilities are not present for the project, which are as follows:

- a. Internal Roads And Pavements,
 - b. Water Supply System,
 - c. Storm Water Drainage,
 - d. Electricity Supply System,
 - e. Sewage Treatment And Garbage Disposal,
 - f. Street Lighting, Security And Fire Fighting,
 - g. Playgrounds And Parks,
 - h. Club House,
 - i. Community Centre,
 - j. Shopping Area,
 - k. Renewable Energy System,
 - l. Hospital/ Dispensary,
 - m. Solid Waste Collection.
7. It is submitted by complainant that till date none of the above facilities have been constructed, while respondent have stated in the above said application filed with the Hon'ble HRERA Authority that the project will be completed by 31.03.2020. However, it has been 11 years from the date of allotment and none of the above mentioned facilities have been materialized by the



respondent. Moreover, the area mentioned in the project in the agreement was 9.60 acres, however the developer is only developing 6.90 acres, therefore lying and cheating the allottees of the information on the basis of which they booked the unit in their project

8. The complainant submits that respondent have not completed the construction of the tower in which complainants were allotted their unit. The said area is mostly lying vacant and idle with nothing on it. The whole project is at stand-still and still no work is going on since years. That the complainants tried time and again to contact the respondent with respect to possession of the unit but the same fell to deaf ears and no response was received from side of the respondent. Further, the tower to be constructed is lying under-constructed and in-habitable even after demanding and accepting money without achieving the said milestone as per the payment plan. Thus, the respondents have utterly failed in handing over the possession of the unit to the complainant within the reasonable period of time and according to section 18(1) of the Real Estate (Regulation and Development) Act, 2016 the respondent is bound to refund the entire amount deposited against the flat by the respondent.
9. Furthermore, complainants have submitted that complainant no.1 has recently been diagnosed with stage-III rectal cancer and is undergoing

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chemotherapy and other medical procedures to beat the said disease, however such medical procedures are very costly and the complainant no.1 is in dire need of monetary relief. Therefore, it is prayed by complainant to get relief of in the form of refund from the respondents so that some financial burden of the complainants can be lifted and the said monetary relief can be used towards the medical procedure and other therapy so as to cure the cancer of complainant no.1. It is humbly submitted before this Hon'ble Authority to look into this matter on humanitarian grounds and principles of natural justice and direct the respondents to immediately release the amount to be refunded as per the RERA Act, Rules and Regulation to the complainants. Copy of the medical records of complainant No.1 is annexed as Annexure C-1.

C. RELIEF SOUGHT:

10. In view of the facts mentioned above, complainant humbly prays for the following reliefs:-
 - i. To direct the respondents (jointly and severally) to refund the complete amount which has been deposited with the respondents by complainants with interest from the actual date of deposit of each payment as per Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules,


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2017 at the rate prescribed under the Act. Calculation sheet is annexed herewith as Annexure C-6.;

- ii. Any other relief or claim which the Hon'ble Authority deem appropriate.

D. REPLY:

11. Respondents have submitted reply on 16.09.2024 in the registry. Respondents have submitted as follows:-

- a. That the complainant deserves to be dismissed on threshold as the complainants have concealed certain facts i.e. the fact that the respondents have duly intimated him with regard to various restrain orders having been passed against the construction activities by the Hon'ble NGT on various occasions, which ultimately acted like Force Majeure and caused unwanted delay in finishing the project. Further, in the present scenario of Covid-19 pandemic the construction activities on all the project sites have virtually stalled since March 2020 and the same has caused delay in finalizing the development works and handing over the possession of the Apartment to the complainant. The intimation of same was duly sent to the complainant but the said fact has been concealed by the complainant while filing the present complaint.



- b. That as a part of its business, the respondents had acquired and purchased the land admeasuring 9.60 acres situated within the revenue estate of village Bawal, Sector-10 A, Tehsil & District, Rewari, Haryana with a view to promote and develop a group housing colony known as "Pratham Apartments".
- c. That the complainants only after being completely satisfied in all respects with respect to project have booked a flat/residential unit in the Group Housing Project known as "Pratham Apartments" and vide application in the month of August 2013 had applied for provisional registration of a residential unit in the aforesaid group housing complex i.e. "Pratham Apartments".
- d. That the respondent company in furtherance of the application form so submitted by the complainants and the earnest money so received from the complainants, accordingly made the allotment of residential flat bearing No. 203 in Tower-3 at 2nd floor on 13.08.2013, in the aforesaid group housing in favor of complainant. It is further submitted that the respondent company along with said allotment letter had sent the terms and conditions for allotment of flat as well as schedule of payment which was construction linked plan, as opted by the complainants. The


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allotment letter, terms and conditions for allotment of flat were voluntarily agreed by the complainants.

- e. That they have acted fairly and made every endeavor to perform their part of responsibility in completing the project work and handling over the possession of the flat in issue to the complainants at the earliest but it is only due to force majeure and covid 19 pandemic that the completion of project has been delayed. However sincere efforts have been undertaken with promise to offer possession of the flats to the complainants at the earliest.
12. In conclusion it is submitted by respondents that their project is near completion and is on final stage. Therefore, the complainants cannot be allowed to withdraw from the same, as per the law settled in various cases and also as per the principles of equity as further hindrance will be caused to the respondent in completing the project.

E. ORAL SUBMISSIONS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENTS:

13. During oral arguments, learned counsel for the complainants reiterated the facts mentioned in para 3-9 of this order and submitted that there is no progress at the site and project cannot be completed in near future. Further ld. counsel for complainant requested the Authority to treat the captioned

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complaint as a special matter and aid the complainant get the relief in form of refund expeditiously, so that burden of the complainants' is eased and said monetary relief is used towards medical procedure and other therapy so as to cure the cancer of complainant no.1. Further he submitted that once the order is passed, Authority may direct the respondents to immediately release the amount to be refunded as per the RERA Act, Rules and Regulations to the complainants and impose penalty in case amount is not released within the prescribed period of 90 days. Therefore, he requested to dispose off the case and decide the matter on the basis of facts in complaint file as it is exhaustive and self-explanatory and requires no further arguments on his end.

14. Learned counsel for respondent reiterated the facts mentioned in para 11-12 of this order. He submitted that the facts that are stated in his written submissions vide reply dated 16.09.2024, may be taken as his oral submissions.

F. ISSUES FOR ADJUDICATION:

15. Whether the complainants are entitled to refund of amount deposited by them along with interest in terms of Section 18 of Act of 2016?

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G. OBSERVATIONS OF THE AUTHORITY:

16. After considering facts and circumstances of the case and going through oral as well as written submissions, Authority observes that allotment letter was issued by respondents on 13.08.2013. Total sales consideration was agreed to be Rs. 24,08,055/- for unit; however later it was revised to Rs.22,25,420/- when the area allotted was revised to 785 sq.ft. from 818 sq.ft. Complainants have already paid Rs. 20,86,586/- for the unit by year 2018. Further, admittedly no builder buyer agreement has been executed between the parties despite payment of almost 90% of the total sale consideration by complainant. After having paid almost 90% of sales consideration amount, legitimate expectations of complainants would be that possession of the apartment will be delivered within a reasonable period of time, however possession has not been delivered till date.
17. Authority observes that in absence of builder buyer agreement, there is no specific provision that could help in ascertaining as to when the possession of said flat was due to be given to the complainants. In such circumstances, Authority places reliance upon judgement of Hon'ble Supreme Court titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr, 2018 STPL 4215 SC**, where the Hon'ble Apex Court had made the following observation:

“15. Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014.”

Therefore, in view of above observation made by Hon'ble Supreme Court in absence of specific clause with respect to handing over possession, 3 years is taken to be reasonable time to hand over possession to the allottee. Thus, respondent should have offered possession to the complainants latest within 3 years of the allotment (13.08.2013), i.e. latest by 13.08.2016 however, even after a lapse of 8 years, respondent has not offered a valid offer of possession of the unit. Therefore, deemed date of possession works out to be 13.08.2016.

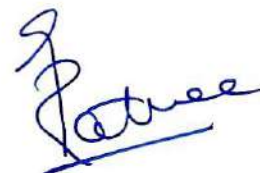
18. Further, ld. counsel for respondent has submitted that they had made every endeavor to complete the project work and handover the possession of the flat to complainant at earliest, however it was due to force majeure and covid-19 pandemic that there was a delay in the construction of project.



Further he submitted that in the present case repeated orders were passed by Hon'ble NGT, New Delhi whereby construction work in entire NCR was stayed on many occasions which was duly intimated to complainant. Authority observed that deemed date of possession was in the year 2016 i.e. on 13.08.2016, whereas covid 19 lockdown was imposed later in the month of March, 2020. And for delay in construction due to outbreak of Covid-19, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. vs Vedanta Ltd & Anr. bearing OMP (I) (Comm.) No. 88/2020 and I.A.s 3696-3697/2020* dated 29.05.2020 had 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 September, 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.”*

Therefore, respondent cannot be given the benefit of halt in work due to covid-19 pandemic. Secondly, there is no document placed on record to



prove as to when and for how much period ban by NGT due to pollution imposed on construction, halted their work. In absence of such proof, benefit of such circumstances also cannot be awarded to respondent builder. Respondent cannot be allowed to take the plea of force majeure conditions towards delay caused in delivery of possession as the same was not a condition precedent for arriving at deemed date of possession.

19. Further, facts set out in the preceding paragraphs demonstrate that construction of the project had been delayed beyond the time period stipulated in the flat buyer agreement. Authority observes that possession of unit should have been delivered by 13.08.2016. Now, even after a lapse of more than 8 years, admittedly respondent is not in a position to offer possession of the unit since respondent company has yet to receive occupation certificate in respect of the unit. Therefore, complainant has in exercise of his right under section 18 of the Act, filed complaint before the Authority and seeks refund of the amount that he has paid to respondent builder. Section 18 of the Act is reproduced as under:

“Section 18. Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

As per section 18 of the Act of 2016, in case promoter fails to handover possession of the unit duly completed by dates specified in the agreement for sale, then the allottee has right to either continue with the project and claim possession along-with interest or withdraw from the project and demand

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refund of the amount paid by them along-with interest. In the present complaint, promoter has failed to deliver the possession of the flat within the prescribed time period, and complainants also does not want to continue with the project and seeks refund of the amount paid, therefore, authority deems it proper that it is a fit case to grant refund as prayed for.

20. Authority observes that the relief of refund was allowed in similar cases against the same project of the respondent where the facts and issues were similar. Vide order dated 07.12.2022 passed in lead complaint no. 389 of 2021 titled "*Meenakshi Kamboj vs. Choice Real Estate Developers Pvt. Ltd.*", Authority has specifically stated that respondent has failed to deliver the possession to the complainants even after inordinate delay from the due date of possession. Allottees cannot be made to wait for an indefinite period of time for a unit for which the allotment and flat buyer agreement dates back to 2013. Relevant part of the order dated 07.12.2022 is reproduced below:

"6. Counsel for the complainant argued that project is at complete halt and there is no likelihood of its completion in near future. Project has been already delayed by more than 3 years and they further cannot wait for an uncertain amount of time. Therefore, he pressed for refund only. Further in complaint no. 578/2020, complainant also stated that he has paid more than 85% of the agreed sale consideration by 2016 and there is no progress at project site since 2016. Photographs dated 10.10.2022 shows that there is no work ongoing at the



site. No progress has been made at the site in the last 6 years as is clear from comparison of the photographs dated 01.12.2016 and latest photographs dated 10.10.2022.

7. Ld. Counsel for respondent submitted that more than 80% of the work at the project site has already been completed and the project is currently ongoing. Project has been registered with RERA as HRERA-PKL-RWR- 38-2018 and as per it, completion date was 2020 which has been further extended by concerned Authority till December 2022. As the project is still at an ongoing stage, the Occupation Certificate has not been applied till date. He requested for an adjournment to comply with the directions given by Authority vide order dated 11.10.2022.

8. Authority has gone through respective written submissions apart from noting verbal arguments put forth by both the sides Respondents admitted that construction of the project has not been completed. In Real E fact, it is still going on. Further, no specific time period has been committed for its completion. Arguments in respect of force majeure conditions cannot be accepted. and no such conditions have been shown to be applicable. Nothing extraordinary have taken place between the date of executing the BBA and due date of offer of possession, and for that matter even till now. As per the photographs submitted vide application dated 25.11.2022, it is clear that project is at halt and incomplete. Further, Occupation Certificate has not been applied till date and there is no scope the same will be applied by end of this year by which respondent claimed to complete the project as per the registration certificate. Declared policy of this Authority in all such cases where projects are neither complete nor likely to be completed within the foreseeable future and delay has already been caused from the due date of offer of possession, the complainant would not be made to pay the remaining amount.



This right of the complainant to claim refund in case of delay has been made into a more substantial right by way of 'Newtech Promoters and Developers Pvt. Ltd. v. State of UP and Others 2021 (11) ADJ 280. where the Hon'ble Supreme Court has expressly observed that allottee has an unqualified right to claim refund even if there is delay of one day Relevant paragraph is produced 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 unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with Interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that If the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

In this case, the agreement was entered into on 01.01.2014 by which the due date to handover of possession was set to January 2019. Nearly four years has passed and still there is no certainty that this project will see light of day in the foreseeable future. Thus in such cases complainant would be entitled to relief of refund because they cannot be forced to wait for completion of project for endless period of time.



9. Authority accordingly hereby orders refund of the amount paid by the complainants along with interest in accordance with Rule 15 of the RERA Rules, 2017."

21. Since captioned matter is also based on similar facts, relating to same project of the respondent, this complaint is also disposed of in terms of complaint no. 389 of 2011 titled "**Meenakshi Kamboj Vs. Choice Real Estate Developers Pvt. Ltd.**" and Authority allows the prayer for refund in favor of complainants. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HIRERA Rules, 2017 provides for prescribed rate of interest which is as under: 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;



Rule 15 of HRERA Rules, 2017 which is reproduced below for ready reference:

“Rule 15: Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

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

22. Consequently, as per website of State Bank of India i.e. <https://sbi.co.in>, the marginal cost of lending rate (in short MCLR) as on date i.e. 01.10.2024 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR+2% i.e. 11.10%.
23. Accordingly, respondents will be liable to pay the complainant interest from the date amounts were paid by them till the actual realization of the amount. Hence, Authority directs respondents to refund to the complainant the paid amount of ₹20,86,586/- 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 11.10% (9.10% + 2.00%) from the date amounts were paid



till the actual realization of the amount. Authority has got calculated the total amount along with interest at the rate of 11.10% till the date of this order as per detail given in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 01.10.2024 (in Rs.)	TOTAL (in Rs.)
1.	3,25,000/-	2013-08-13	4,02,063/-	7,27,063/-
2.	2,15,000/-	2013-09-30	2,62,842/-	4,77,842/-
3.	2,74,662/-	2013-11-12	3,32,188/-	6,06,850/-
4.	2,12,496/-	2014-10-27	2,34,449/-	4,46,945/-
5.	1,55,367/-	2014-12-16	1,69,055/-	3,24,422/-
6.	1,55,937/-	2015-04-22	1,63,653/-	3,19,590/-
7.	1,00,315/-	2015-05-25	1,04,272/-	2,04,587/-
8.	1,03,865/-	2015-07-31	1,05,846/-	2,09,711/-
9.	1,00,714/-	2015-11-04	99,694/-	2,00,408/-
10.	1,00,836/-	2016-02-04	96,994/-	1,97,830/-
11.	1,01,737/-	2016-08-26	91,549/-	1,93,286/-
12.	1,01,687/-	2016-10-27	89,587/-	1,91,274/-
13.	8,565/-	2017-02-28	7,223/-	15,788/-
14.	1,30,405/-	2018-03-29	94,345/-	2,24,750/-
Total	20,86,586/-		22,53,760/-	43,40,346/-




H. **DIRECTIONS OF THE AUTHORITY:**

24. 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 amounts along with interest of @ 11.10% i.e. **Rs. 43,40,346/-** to the complainant as specified in both the tables for both units as provided in para 23 of this order.
- (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. It is clarified that as per rule-16 of HRERA rule of 2017, the total amount is to be paid within 90 days, keeping in view health condition/ medical assistance required by complainant, endeavor be made by respondent to make the payment at the earliest within 90 days' time. Further it is clarified and directed that interest be paid till actual date of realization of the amount.



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


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]