



Complaint nos. 24, 556, 784,
789, 790, 792,
2385/19

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 24 OF 2019

Bharat Kumar SenCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

2. COMPLAINT NO. 556 OF 2019

Urmila SharmaCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

3. COMPLAINT NO. 784 OF 2019

Naresh KumarCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

4. COMPLAINT NO. 789 OF 2019

Bhawna GeraCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

5. COMPLAINT NO. 790 OF 2019

Rakesh KumarCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

6. COMPLAINT NO. 792 OF 2019

Mukesh KhannaCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT

(5th hearing)

7. COMPLAINT NO. 2385 OF 2019

Bhupender AroraCOMPLAINANT

VERSUS

Ansal Properties and Infrastructure Ltd.RESPONDENT



2. The complainant's case is that he was allotted 3BHK apartment no. 0102 of tower 21, measuring 1694 sq. ft. by the respondent in his project named "Green Escape Apartments-II", Sonapat, Haryana on receiving a booking amount of Rs. 1,50,000/- on 01.02.12. The builder buyer agreement was executed between the parties on 04.03.13. The total sale price of the apartment was Rs. 40,90,080/- against which Rs. 19,78,149/- had already been paid till 29.10.12 (copy of customer ledger is annexed as **Annexure C-1**). As per the agreement, the respondent had committed to deliver possession of the unit within 42 months along with grace period of six months from the date of agreement, which comes to 05.03.17. However, even after lapse of more than two years, the respondent has not offered possession to the complainant. The complainant alleges that the tower in which he was allotted the apartment, is nowhere near completion till date. The complainant submitted that respondent never informed him about the cause of delay in construction. In view of the above, the complainant prays for refund of Rs. 19,78,149/- along with interest and compensation.

3. The respondent pleaded that the present complaint inasmuch as it also involves relief of refund along with compensation and interest, is only maintainable before the Adjudicating Officer. Further, he is ready to allot an alternate apartment to the complainant in his other project and by adjusting the amount which he had already paid to him.



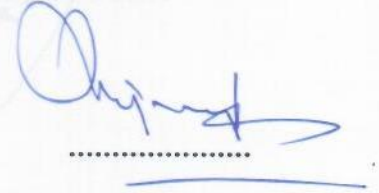
4. The Authority was apprised during arguments that apartments allotted to the complainants fall in towers 14 and 21. So, learned counsel was asked about the present status of these towers and he has conceded that towers no. 14 and 21 are nowhere near completion because their construction has not even started. The offer of alternate apartment is not acceptable to the complainants. So, the Authority finds it to be a fit case to allow refund in favor of the complainants.
5. The plea raised against the maintainability of the complaint is no more tenable in view of Rule 28(2)(k), Haryana Real Estate (Regulation and Development) Amendment Rules, 2019 which has conferred the jurisdiction on the Authority to deal with a complaint involving relief of refund along with interest.
6. Hence, the Authority directs the respondent to refund the sum of Rs. 19,78,149/- to the complainant 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 % from the date amounts were paid till the actual realization.
7. All the complaints stand disposed of in the above-mentioned terms. Fifty percent of the total sum of money payable to the complainant shall be paid within 45 days from the date of uploading of this order and the remaining in next 45 days.



8. The complainants may file their claims before the respondent in the format given below:

Date of Payment made to the respondent	Amount Paid	Year/ Months/Days for which interest is payable. (calculated upto the date of uploading of this order)	Rate of interest in accordance with Rule 15 prescribed HRERA Rules 2019	Amount of Interest payable	Total Amount payable = Principal amount + Interest
Grand Total					

All the complaints are, accordingly, **disposed of**. Files be consigned to the record room and order be uploaded on the website.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]