



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	3010 of 2022
Date of filing:	29.11.2022
Date of first hearing:	14.02.2023
Date of decision:	08.05.2025

Rekha Aggarwal W/o Sh. Anil Kumar Aggarwal,

R/o 1429, Sector- 9,

Faridabad, Haryana- 121006

....COMPLAINANT

VERSUS

1. Hightech Construction Co. Private Limited, through its directors,

Regd Office : SCF-41, Ground Floor,

Sector 15, Faridabad,

Haryana-121007

2. S.R.S Retreat Services Private Limited, through its directors,

Regd Office : S.R.S Multiplex, Mezannine Floor,

City Centre, Sector-12, Faridabad ,

Haryana- 121007.

3. Vashisht Estates Limited, through its directors,

Regd Office : D-84, Second Floor,

Phase-1, Okhla,

New Delhi-110020

.... RESPONDENT(S)

CORAM: **Parneet S Sachdev** **Chairman**
Nadim Akhtar **Member**
Chander Shekhar **Member**

Present: - Mr. Saket Singh, counsel for the complainant, through VC.
 Mr. Neeraj Goel and Mr. Tarun Ranga, counsels for
 respondent no.1 and 3, in person.
 None for respondent no.2.

ORDER (PARNEET S SACHDEV -CHAIRMAN)

1. Present complaint has been filed on 29.11.2022 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the unit booked by the complainant, sale consideration, the amount paid by the complainant and details of project are given in following table:

S.No.	Particulars	Details
1.	Name of the project	"SRS Hightech Affordable Homes" located at Village Baselwa, Sector 87, Faridabad.
2.	Flat no. and area	Flat no. 103, Tower- B2, 1 st



		floor, Type- C admeasuring 483.648 sq ft.
3.	Date of allotment letter	08.01.2016
4.	Date of Builder Buyer Agreement	08.01.2016
5.	Due date of offer of possession	12.09.2023 (4 years from Building Plan approval) Building plan approved on 12.09.2019 (Annexure R-6 on page no. 38 of reply)
6.	Possession clause	Clause 3.6 of the allotment letter cum Buyer agreement - "Posession of flat shall be offered within a period of four years from the date of approval of building plans or grant of environment clearance, whichever is later and within such extended time (if any) as may be allowed by competent authorities.
7.	Amount paid by complainant	₹2,19,000/- (Receipts attached with the complaint includes a credit note of Rs. 9,81,0000/- which has been excluded from computation)

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

Upon perusal of the complaint, it was observed by the Authority that the complainant had originally filed the complaint on 29.11.2022. Thereafter, vide order dated 14.02.2023, it was brought to the notice of the Authority that the license no. 146 of 2014 dated 01.09.2014 on the name of respondent

“High-tech Construction Company Pvt. Ltd” had been transferred in the name of “Vashisht Estates Ltd” and developer was changed under policy dated 18.02.2015 by the competent authority. The complainant was given liberty to implead Vashisht Estates Ltd as a necessary party. Pursuant to this, in compliance with the said order, the complainant submitted an amended complaint on 01.03.2023. Accordingly, Authority deems it appropriate to decide the matter on the basis of amended pleadings submitted by the complainant. The facts of the complaint are:

3. That on 02.09.2014, License No. 146 of 2014, valid up to 30.08.2019, was issued jointly in the name of respondent no. 1 and respondent no. 2 for the development of an “affordable housing project” situated in Village Baselwa, Sector 87, Faridabad, Haryana.
4. Thereafter, in the year 2015, the respondents commenced promotion and marketing of the project under the name and style of “SRS Hightech Affordable Homes,” located at Sector 87, Faridabad, Haryana.
5. That on 08.01.2016, the complainant, having been induced by the representations and assurances of the respondents, booked a flat in the respondents project and paid a total sum of ₹11,00,000/- in three instalments. Receipts acknowledging the said payments, issued against the concerned unit are annexed as **ANNEXURE C-4** with the amended complaint.



6. That pursuant to the payment of the aforesaid amount, the complainant was allotted Unit No. 103, situated on the 1st Floor of Tower B2, Type-C, admeasuring 483.648 sq. ft., in the aforementioned project. The allotment letter issued in favour of the complainant with respect to the said unit is annexed herewith as **ANNEXURE C-3** with the amended complaint file.
7. Thereafter, a Builder-Buyer Agreement was executed between the complainant and the respondents on 08.01.2016. The complainant was categorically assured that possession of the allotted unit would be handed over within 48 months from the date of booking, in consonance with the timeline stipulated under the Affordable Housing Policy, 2013
8. That further demands were raised by the respondents, pursuant to which the complainant made an additional payment of ₹1,00,000/- on 18.01.2016.
9. That complainant has paid an amount of Rs. ₹12,00,000/- till now against the said unit. Copies of the receipts of the same are annexed as **ANNEXURE C-4** with amended complaint file.
10. That after receipt of the payments, the respondents abandoned the project and ceased all communication with the complainants. Despite the complainant's repeated efforts over a prolonged period to seek possession of the unit or a refund, the respondents have wilfully ignored and failed to respond to any such demands, thereby causing prejudice to the complainant.



11. In light of the foregoing facts, the complainant has filed the present complaint before this Hon'ble Authority seeking the reliefs as prayed for herein.

C. RELIEFS SOUGHT

12. The complainant in his complaint has sought following reliefs:

- (i) Direct the respondent to refund the aforesaid amount of ₹12,00,000/- (Rupees Twelve Lakh only) along with prescribed rate of interest to the complainant as the respondent has violated and contravened the provisions of the Act, Rules or Regulations made there under.
- (ii) Pass any other/ further direction as the Hon'ble Court may deem fit in the present facts and circumstances.

D. REPLY ON BEHALF OF RESPONDENT NO.1 AND 3

A detailed reply was filed on behalf of respondent no. 3 on 11.09.2023. Subsequently, on 06.02.2024 Mr. Neeraj Goel, appearing on behalf of respondents no. 1 and 3, submitted before this Authority that the reply already on record may also be treated as the reply on behalf of respondent no. 1. Accordingly, the reply dated 11.09.2023 is being considered on behalf of both Respondents No. 1 and 3.

13. That the respondent avers that present complaint is a gross abuse of the process of law, wherein the complainant, despite having taken possession of the unit, has



instituted the present proceedings with dishonest intent by misusing the legal process.

14. That the complainant has no subsisting cause of action against the respondent

no.1 neither the respondent has caused any violation of the provision of the act.

15. That License No. 146 of 2014 dated 01.09.2014 was initially granted in favour of SRS Retreat Services Limited and High-tech Construction Company Private Limited, in collaboration with SRS Retreat Services Limited, for the development of an Affordable Group Housing Colony under the name "SRS High-Tech Affordable Homes," in accordance with the Affordable Housing Policy, 2013.

16. Subsequently, the said license was transferred in the name of the respondent no. 1, and the project name was accordingly modified from "SRS High-Tech Affordable Homes" to "High-Tech Affordable Homes."

17. Thereafter, vide order dated 10.08.2022, the Director, Town and Country Planning, Haryana, transferred License No. 146 of 2014 from High-tech Construction Company Private Limited to M/s Vashisth Estates Limited Pursuant thereto, respondent no.3 preferred an application before this Hon'ble Authority seeking change of the project's name from "High-Tech Affordable Homes" to "Vashisth Heights." This Hon'ble Authority, vide order dated 17.10.2022, was pleased to allow the said request and approved the change of project name. A copy of the said order dated 17.10.2022 is annexed with reply as ANNEXURE R-3.

18. That as per Clause 1(iv) of the Affordable Housing Policy, 2013, all affordable housing projects are mandated to be completed within four years from either the date of approval of the building plans or the date of grant of environmental clearance, whichever is later.
19. That in the present case, the building plan for the project was approved by the competent authority on 12.09.2019. Accordingly, in terms of Clause 1(iv) of the said policy, the statutory completion period extends up to 12.09.2023. Therefore, the present complaint, having been filed prior to the expiry of the prescribed period, is premature and liable to be dismissed.
20. That the originally declared date of completion for the project High-Tech Affordable Homes was 31.12.2021. However, this Hon'ble Authority, vide order dated 06.05.2022, granted COVID extension of nine months for completion of the project.
21. That following the transfer of License No. 146 of 2014 and the renaming of the project to Vashisth Heights, the answering respondent has preferred an application before this Hon'ble Authority seeking further extension of time for completion of the project. Said application is pending consideration.
22. That the project has also been adversely affected by construction bans imposed by the Hon'ble National Green Tribunal (NGT) from time to time, particularly during October–November 2019, which led to further unavoidable delays beyond the control of the respondent no. 3.



23. That the respondent no.3 denies having received any excess or exaggerated advance payment from the complainant. Rather, it is submitted that the payments, if any, were made to M/s SRS Retreat Services Limited, and not directly to the answering respondent.
24. That the present complainant's name was never forwarded to the answering respondent no.3 by the predecessor-in-interest. The name of the complainant does not figure in the list of allottees or transferees handed over during the transfer process. True copies of the draw of lots and list of transferred allottees are annexed as Annexures R-8 and R-9 respectively.

E. REPLY ON BEHALF OF RESPONDENT NO.2

25. Notice of the complaint was first issued to Respondent No. 2 on 30.11.2022, which was returned with the report "Receiver refused delivery." In such cases, refusal to accept notice is deemed constructive service, indicating that the respondent is aware of the proceedings but is wilfully abstaining. Nevertheless, in adherence to the principles of natural justice and *audi alteram partem*, respondent no. 2 was granted further opportunity to file a reply, failing which its defence was liable to be struck off. Despite multiple opportunities, no appearance was made by respondent no. 2 by 27.08.2024, whereupon the Authority considered it appropriate to appoint a Local Commissioner to look into the accounts and all the draw lists before and after the transfer of license from respondent no. 1 to other respondents, and particularly to scrutinize the account books of respondent no. 2.



Accordingly, M/s Kamal Batra & Associates was appointed vide order dated 27.08.2024 as local commissioner. However, on 04.12.2024, an email was received from Mr. Mohit Gaba, Partner at M/s Kamal Batra & Associates, stating that despite efforts, he was unable to establish contact with respondent no. 2 M/s SRS Retreat Services Ltd., and therefore could not access the relevant accounts. As to the allottee records, he clarified that an audit for M/s Vashisht Estates Ltd. had already been conducted by this Authority approximately six months prior. His statement was duly recorded on file.

26.Subsequently, by order dated 23.01.2025, the Authority took note of a representation dated 21.01.2025 submitted by Mr. Anil Jindal, founder-promoter of the SRS Group, stating that he had been in judicial custody, which had prevented Respondent No. 2 from participating in the ongoing proceedings. He further informed that since he had been granted bail and intended to pursue all pending matters either personally or through authorised counsels.

27.In view of the above, the Authority directed issuance of a fresh notice to Respondent No. 2 at the revised address provided by Mr. Jindal. Notice dated 27.01.2025 was accordingly issued, but was once again returned undelivered. Despite these developments, and even at the ninth hearing held on 08.05.2025, Respondent No. 2 failed to appear or file any reply. Given the respondent's continued non-compliance and wilful abstention, despite



being afforded ample opportunities and considering the summary nature of proceedings under the Act, this Authority deems it appropriate to strike off the defence of Respondent No. 2 and to proceed ex -parte in the present matter.

F. ISSUES FOR ADJUDICATION

Whether complainant is entitled to the reliefs sought or not? If yes, the quantum thereof?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

28. In view of the facts, circumstances, and documents placed on record, this Authority observes that the present complaint pertains to the project namely, "SRS Hightech Affordable Homes", situated at Village Baselwa, Sector 87, Faridabad, Haryana.

29. The complainant has alleged that he booked a flat bearing registration No. AFZ/FBD/87/3994 in the respondents project. He has further alleged that he had paid an amount of ₹11,00,000/- on 08.01.2016 as advance money on account of allotment of the said unit. Accordingly, an allotment letter of the said unit was issued by M/s SRS Retreat Services Limited whereby complainant was allotted unit no. 103, situated on the 1st Floor of Tower B2, Type-C, admeasuring 483.648 sq. ft.in the aforementioned project. Allotment letter-cum- Builder Buyer Agreement were also executed on the same day, i.e., on 08.01.2016. Subsequent thereupon, complainant had paid ₹1,00,000/- vide cheque no. 709271 to SRS Retreat Services Limited on



18.01.2016. Complainant is aggrieved by the fact that even after lapse of more than 9 years he has neither been handed over the unit nor has been refunded the amounts paid against the said unit and is therefore, seeking relief of refund of amount paid.

30. It is the case of the complainant that though allotment was made by M/s SRS Retreat Services Ltd but subsequently, vide order dated 23.01.2018, the said license was transferred exclusively in the name of High-Tech Construction Company Pvt. Ltd., following which the project's name was modified from "SRS High-Tech Affordable Homes" to "High-Tech Affordable Homes." Thereafter, vide order dated 10.08.2022, the Director, Town and Country Planning (DTCP), Haryana, transferred License No. 146 of 2014 from High-Tech Construction Company Pvt. Ltd. to M/s Vashisth Estates Limited. Pursuant to the said transfer, the company approached this Hon'ble Authority for approval of a change in the project's name from "High-Tech Affordable Homes" to "Vashisth Heights", which was duly approved by this Authority vide order dated 17.10.2022. Therefore, it is the transferee licensee who are liable for any default/ liability incurred upon M/s SRS Retreat Services Limited.

31. Upon perusal of the documents placed on record by the complainant, it is observed that receipts dated 08.01.2016 for amounts of ₹1,00,000/- and ₹19,000/-, and a subsequent receipt dated 18.01.2016 for ₹1,00,000/-, issued by M/s SRS Retreat Services Limited, have been duly annexed. However, it



is further noted that the complainant has also enclosed a credit note for an amount of ₹9,81,000/-, purportedly reflecting payment made in cash on 08.01.2016, as mentioned in Annexure 8 DD.

32. Notwithstanding the same, the said credit note is undated, unstamped, and lacks any formal acknowledgment or verification by the issuer. Moreover, it is pertinent to note that for a cash payment of ₹19,000/- on the same date, the complainant has been issued a proper receipt signed by company's authorised representative namely "Tripti"; however, no such receipt exists in respect of the substantially higher amount of ₹9,81,000/-. Moreover, the sign on credit note does not matches the other receipts or documents issued on the same date by respondent no.2's authorised representative. Such selective issuance of receipts where a smaller amount of ₹19,000/- was acknowledged with a proper receipt, but no receipt was issued for the much larger sum of ₹9,81,000/- casts serious doubt on the authenticity of the credit note. Consequently, the Authority is unable to rely upon the same, and the alleged payment of ₹9,81,000/- has not been taken into account while computing the total amount paid by the complainant.

33. It is further observed that on the date of payment of booking amount, i.e., on 08.01.2016 respondent no.2 had signed and issued a letter with subject: allotment of flat/ floor in our group housing project 'SRS Hightech Affordable Homes, sector 87, Faridabad and allotted a unit in the project. Furthermore, again on the very same day respondent no.2 acting through its



authorised signatory Shri Ashok Singhal executed a buyer's agreement with complainant wherein it is provided that:

"AND WHEREAS developer invited applications for allotment of flats in aforesaid Affordable Group Housing Colony in accordance with Affordable Group Housing Policy 2013. Allottee submitted application for allotment of flats. Flats in aforesaid Group Housing Colony were allotted to applicants by way of draw of lots which took place on 05 August 2015 in the presence of Government Authorities.

AND WHEREAS as per results of aforesaid draw of lots as per details mentioned below is allotted to allottee."

34. It is pertinent to note that respondent no. 3, in its reply dated 11.09.2023, has raised a preliminary objection that the complainant has taken possession of the unit. However, no documentary proof in support of this claim has been placed on record by the respondent. Contrarily, the respondents have also contended that the complainant is not an allottee, as his name does not appear in the list of allottees or transferees submitted during the process of license transfer. In the absence of any cogent evidence, this submission is found to be devoid of merit.

35. Authority observes that admittedly, complainant Rekha Aggarwal had paid an amount of Rs. 1,19,000/- as advance money on 08.01.2016 and surprisingly on the same date of making advance payment for allotment an allotment letter by respondent no.2 was also issued to her allotting her unit no. 103 in tower B2. There is neither any allegations nor any proof that any other payment for booking a flat in the aforesaid project was ever made by complainant prior to 08.01.2016. Meaning thereby complainant came into



picture only on 08.01.2016. Also, there is no document on record to show that complainant ever applied for allotment of the unit in the aforementioned project or paid any advance amounts prior to 05.08.2015. There are apparent contradictions in timelines as provided/ mentioned in the documents attached by the complainant, because if the advance amount for booking of unit was paid on 08.01.2016 then how is it possible that complainant was allotted the unit by way of draw held on 05.08.2015, as has been mentioned in the allotment letter/ buyer's agreement dated 08.01.2016 annexed in the complaint file.

36. There is no doubt that complainant had booked a flat in the project of the respondent in January, 2016 against which a total amount of ₹2,19,000/- has been paid to the respondent no.2 which is duly substantiated by receipts attached. Out of said paid amount, last payment of ₹1,00,000/- was made to respondent no.2 on 18.01.2016 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 flat has been made till date. Authority observes that the flat in question was allotted by respondent no.2 on 08.01.2016. Allotment letter cum Builder agreement was also executed between the parties on the said date. In present situation, respondent failed to honour its contractual obligations without any reasonable justification. Now the complainant has sought refund along with interest owing to the failure of the respondents to deliver possession within



the stipulated time and their continued default thereafter. 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."

37. 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.



38.The question that now falls for determination is with respect to the entity upon whom the liability to refund the amount ought to be fastened and whether the respondents are jointly and severally liable to refund the amount to the complainant. In this regard, the Authority is of the considered opinion that in the present complaint, the core issue revolves around the fact that license no. 146 of 2014 dated 01.09.2014 was jointly issued in favour of SRS Retreat Services Limited and Hightech Construction Company Private Limited, in collaboration with SRS Retreat Services . Subsequently, the said license was transferred in the name of the respondent no. 2, and the project name was accordingly modified from "SRS High-Tech Affordable Homes" to "Hightech Affordable Homes."

39.Now, when the complainant entered into a builder buyer agreement, i.e, on 08.01.2016 the license was on the name of respondent no.1 and 2 and respondent no. 2, i.e., M/s SRS Retreat Services Limited was the collaborator. Payment of total amount of Rs. 2,19,000/- was also paid to M/s SRS Retreat Services Private Limited as per the receipts attached.

40.It is pertinent to note that the facts of the instant complaint are substantially similar to those adjudicated upon by this Authority at length in Complaint No. 408 of 2022 and connected matters, disposed of by a detailed order dated 03.08.2023. In the said decision, this Authority, after a thorough examination of the LC IV Agreement dated 01.09.2014 and chain of license transfers, the roles of the entities involved and the timing of allotments,



arrived at the conclusion that subsequent transferee-licensees cannot be saddled with liabilities arising from unauthorised or unsubstantiated acts committed by their predecessors. The Authority further held that admittedly M/s SRS Retreat Services Pvt Ltd collected the amount and shall be liable for refund along with prescribed interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 15 of the Haryana RERA Rules, 2017. Relevant paragraph of the order dated 03.08.2023 is being reproduced below for reference-

"31. Now, the issue to be adjudicated is who is liable to refund the amounts or whether all three respondents are jointly and severally liable to refund the amount to the complainant. Complainant has taken a plea that one Mr. Harpal Singh was the authorised representative of both M/s SRS Retreat Services Private Limited and Hightech Construction Company Private Limited at the time of signing of LC IV Agreement dated 01.09.2014 and was thus responsible for development of the project And since Mr Harpal Singh was also authorised signatory for Hightech Construction Company Private Limited and license was also transferred in favour of Hightech Construction Company Private Limited vide DTCP order dated 23.01.2018, and subsequently in favour of M/s Vashisht Estates Limited vide order dated 10.08.2022, therefore, transferee licensee be made liable for any default/liability incurred upon M/s SRS Retreat Services Limited. In this regard, Authority observes that buyer's agreement dated 04.03.2016 was signed between the complainant and respondent no.2 M/s SRS Retreat Services Private Limited, who was the landowner licensee and



collaborator at the time buyer's agreement was signed. Payment of total amount of Rs 769000/- was also paid to M/s SRS Retreat Services Private Limited. On perusal of documents, it is evident that Mr. Harpal Singh was the authorised signatory for both M/s SRS Retreat Services Private Limited and Hightech Construction Company Private Limited for signing LC IV agreement; however, the buyer's agreement was signed by the Shri Ashok Singh acting as authorised representative of "M/s SRS Retreat Services Limited".

32. Subsequently, license no. 146 of 2014 and responsibility to develop the project and all liabilities were transferred in favour of Hightech Construction Company Private Limited and then later to M/s Vashisht Estates Limited vide orders of DTCP dated 23.01.2018 and 10.08.2022 respectively, meaning thereby that on the date of filing of complaint i.e. 06.03.2022, Hightech Construction Company Private Limited was responsible for all liabilities on the project and on the date of decision M/s Vashisht Estates Limited was responsible for the same. However, it's a general principle of law that a person or an entity can only be made liable for the responsibilities that had been passed over to it. It is apparent from reading of page 3 of the Joint Venture Agreement dated 09.06.2017 (subsequent to the alleged date of allotment in favour of complainant) between M/s SRS Retreat Services Limited, Hightech Construction Company Private Limited and M/s Trishul Realcon Private Limited that SRS had invited application for allotment of main dwelling unit in the colony and draw of allotment of flat to applicants has already been held on 05.08.2015 in accordance with affordable housing policy and 511 dwelling units stand



allotted. On transfer of license no 146 of 2014 liabilities towards these 511 allottees got transferred to the subsequent transferee licensees. As per the list of applicants provided by the DTP Faridabad annexure-4 of reply, name of complainant does not reflect among names of the successful applicants of draw of lots dated 05.08.2016. Also, as discussed in above paragraph there is nothing on record to show that subsequent to 05.08.2016 there was any allotment done under the company's quota. Since, complainant is neither the one amongst the 511 allottees to whom the allotment was made vide draw date 05.08.2015, nor could it be proved that allotment under company quota was made in favour of complainant on any subsequent date, subsequent transferee licensees cannot be made liable for an illegal act committed by their predecessor licensees. As per the list of applicants provided by the DTP, Faridabad at annexure-4 of reply, name of complainant does not reflect among the names of the successful applicants of draw of lots dated 05.08.2016. Also, as discussed in above paragraph there is nothing on record to show that subsequent to 05.08.2016 there was any allotment done under the company's quota. Since, complainant is neither the one amongst the 511 allottees to whom the allotment was made vide draw date 05.08.2015, nor could it be proved that allotment under company quota was made in favour of complainant on any subsequent date, subsequent transferee licensees cannot be made liable for an illegal act committed by their predecessor.

33. Nonetheless, as observed by the Authority in para 30, M/s SRS Retreat Services Limited collected a huge amount of Rs.769000/- from the complainant for allotment of a flat, which could not be proved to have been allotted to



the complainant, thus it is M/s SRS Retreat Services Limited who shall be liable to refund the total amount collected from complainant along with interest at the prescribed rate of interest as provided under 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 10.75% (8.75% + 2.00% from the date amounts were paid till the actual realization of the amount."

41. Therefore, this Authority finds no reason to depart from the findings rendered in the earlier order dated 03.08.2023 in Complaint No. 408 of 2023.
42. Accordingly, this Authority holds that respondent no. 2, i.e, M/s SRS Retreat Services Private Limited shall be liable to refund the amounts deposited by the complainant, along with interest as per Rule 15 of the Haryana RERA Rules, calculated from the respective dates of payment till the actual realization of the amount.
43. 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. 15.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.
44. 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".

45. Thus, respondents will be liable to pay the complainant- interest from the dates when the amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainants the paid amount of ₹2,19,000/- 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 calculated at the rate of 11.10% till the date of this order and total amount works out to ₹4,45,735 /- as per detail given in the table below:



Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.05.2025
1.	1,00,000	08.01.2016	1,03,671
2.	19,000	08.01.2016	19,697
3.	1,00,000	18.01.2016	1,03,367
4.	Total = 2,19,000/-		Total= 2,26,735/-
5.	Total Payable to complainant	2,19,000+ 2,26,735=	₹4,45,735 /-

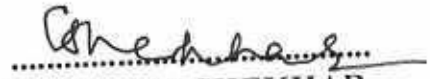
I. DIRECTIONS OF THE AUTHORITY

46. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA 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 no.2 is directed to refund the entire paid amount of ₹2,19,000/- with interest of ₹2,26,735/- to the complainant- Rekha Aggarwal. It is further clarified that respondents will remain liable to pay interest to the complainant till the actual date of realization of the amount.
- ii. A period of 90 days is given to the respondents 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.



47. In view of aforesaid observations, present complaint stands Disposed of. File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]