



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2394 of 2023
Date of filing.:	25.10.2023
First date of hearing.:	29.11.2023
Date of decision.:	12.08.2025

Krishana Midha
R/o Flat No. 502, Tower B,
BPTP Park Grandeura Sector 82
Kheri Kalan, Faridabad -121002
Haryana

....COMPLAINANT

VERSUS

M/s Puri Construction Pvt. Ltd,
Through its Director
4-7B, Ground Floor, Tolstoy House 15 & 17,
Tolstoy Marg New Delhi-110001

....RESPONDENT

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

Present: - Mr Rohan Gupta, Learned counsel for the complainant
 through VC.
 Ms. Tanika Goyal, Learned counsel for the respondent

Geeta Rathee

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed 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, details of sale consideration, 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.	Puri Kohinoor, Sector 89
2.	Nature of the project.	Residential Plotted Colony.
3.	RERA Registered/not registered	Registered vide no. HRERA-PKL-FBD-235-2021
4.	Details of the unit.	KH/054/P
5.	Date of Allotment	10.03.2021
6.	Date of plot buyer agreement	Not available



7.	Due date of possession	Not available
8.	Total sale consideration	₹ 56,00,000/-
9.	Amount paid by complainant	₹ 8,80,544/-
10.	Offer of possession.	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Complainant had booked a plot in the project of the respondent namely, "Puri Kohinoor" situated in Sector 89, Faridabad, Haryana on 10.06.2021 by paying a booking amount of ₹ 5,00,000/-. A copy of the receipt dated 10.06.2021 is annexed as Annexure C1. Vide allotment letter dated 10.06.2021 plot bearing No. KH/054/P, measuring 157.24 sq. yds was allotted to the complainant. A copy of the allotment letter dated 10.06.2021 is annexed as Annexure C2.
4. It is submitted that vide allotment letter the total sale price of the plot was fixed as ₹ 56,00,000/- against which the complainant had paid an amount of ₹ 8,80,544/- by 04.08.2021. The respondent had also annexed a payment schedule along with allotment letter whereby the complainant had to further make time bound payment of installments. The payment plan had been constructed in such a way that the respondent became entitled to raise demands from the date of allotment irrespective of the fact that

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whether any plot buyer agreement has been executed between the parties. The said payment schedule did not conform to the Real Estate (Regulation and Development) Act, 2016 and the rules framed there under wherein, it has been specified that a promoter shall not demand any instalment beyond 10% of the total sale consideration without executing an agreement to sell. The respondent never came forward for the execution of the plot buyer agreement and kept on demanding further installments which were being raised in an arbitrary and capricious manner. The complainant pursued the respondent seeking execution of the plot buyer agreement, however, the respondent deliberately chose not to respond.

5. It is submitted that instead of executing a plot buyer agreement the respondent rather kept on raising demand letters dated 10.06.2021, 02.07.2021, 05.08.2021 for a total sum of ₹. 39,02,720/- from the complainant. The said demands were totally illegal and contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder. The copies of the demand letters dated 10.06.2021, 02.07.2021 and 05.08.2021 are hereby annexed herewith as Annexure-C3, C4 and C5 respectively.
6. When the complainant pursued for execution of plot buyer agreement before making further payment, the respondent issued a cancellation letter dated 16.09.2021 and forfeited the entire amount of ₹ 8,80,544/- paid by the complainant towards the booking of the plot. The copy of the



cancellation letter dated 16.09.2021 is hereby annexed and marked as Annexure -C6.

7. Upon the receipt of cancellation letter dated 16.09.2021 the complainant approached the respondent and requested to reconsider its cancellation as the complaining was willing to make the payment of the outstanding amount subject to execution of a plot by agreement between the parties in respect of the allotted plot bearing number KH/054/P. that after much delay respondent company executed a plot by agreement dated 30.09.2021 in favour of the complainant. Thereafter the complainant made a payment of sum of ₹3,00,000 to the respondent company via NEFT bearing UTR no. IDFBH21273967425 dated 30.09.2021 through her banker IDFC First Bank in furtherance to the said execution and registration of the plot buyer agreement dated 30.09.2021. The copy of statement of bank account of the complainant is hereby annexed as Annexure - C7 depicting the payment of a sum of ₹ 3,00,000/- simultaneous to the execution and registration of the plot buyer agreement dated 30.09.2021.
8. However, the respondent later sent a letter a letter dated 01.10.2021 to the complainant therein alleging that the complainant in collusion with the employees of the respondent company had got the agreement to sell registered and the cancellation of the plot was made by the respondent company vide letter dated 16.09.2021 and such cancellation is not withdrawn by the respondent. The complainant immediately upon receipt

of the said letter dated 01.10.2021 sent an email dated 03.10.2021 and asked the respondent to withdraw the false accusations against the complainant and honour the terms and conditions of the plot buyer agreement dated 30.09.2021. The copy of the letter dated 01.10.2021 and email dated 03.10.2021 are hereby annexed and marked as Annexure -C8 and C9 respectively.

9. Thereafter, for almost one year the complainant did not hear anything from the respondent nor any demand letters for further instalments was issued. However, on 11.03.2022 the respondent sent a cheque for a sum of ₹ 3,00,000/-alleging that the in view of the fact that the allotment stood cancelled therefore they are refunding only a sum of Rs. 3,00,000/- to the complainant. The copy of the letter dated 11.03.2022 is hereby amexed as Annexure -C10.
10. It is submitted that the complainant upon receipt of the said letter dated 11.03.2022 sent an email dated 20.03.2022 and once again asked the respondent to honour the agreement dated 30.09.2021 and take the remaining outstanding payment. The cheque of ₹. 3,00,000/- was deposited by the complainant only on 08.04.2022. The copy of the email dated 20.03 .2022 is hereby annexed as Annexure -C11.
11. The complainant requested the respondent several times to honour the agreement executed between them with respect to the plot bearing no. KH/054/P however, the respondent did not respond to the requests of the



complaint. Hence, the complainant has been constrained to file the present complaint seeking restoration of the plot in question in favor of the complainant. The complainant is ready and willing to make payment of outstanding amount in lieu of handing over the physical possession of the allotted plot or an alternative plot in the same project in lieu of the earlier allotment. It is pertinent to mention that it has come to the notice of the complainant that the respondent had allotted the said plot to some other third party at a huge premium and thereby causing huge financial losses to the complainant as well as harassment, mental agony and pain to a senior citizen by forfeiting her hard earned money at this stage of the life.

C. RELIEF SOUGHT

12. In view of the facts mentioned above, the complainants pray for the following reliefs):-

- i. To pass appropriate orders and directions to the respondent promoters to deliver the vacant and peaceful physical possession of the plot bearing no. KH/054/P in the project Puri Kohinoor in Sector - 89, Faridabad, admeasuring 157.24 sq. yds. to the complainant or any other alternative plot in the same project and to pass appropriate orders and directions to accept the balance total agreed sale consideration in terms of the plot buyer agreement dated 30.09.2021 and to pass such other and further orders as this Hon'ble Authority may deem fit and proper.



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

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 29.05.2024 pleading therein:

13. The project namely 'Puri Kohinoor' situated at Sector 89, Faridabad being developed by the respondent under the scheme Deen Dayal Jan Aawas Yojna ("DDJAY") was launched in June 2021 only after receiving the completion certificate on 10.6.2021 and applications for booking of residential plots were invited from general public thereon.
14. Complainant, desirous of purchasing a plot in the aforesaid project approached the respondent. After being satisfied in all respects the complainant had made the booking of plot no. KH/054/P admeasuring 131.47 sq.mtr./157.24 sqyds. in the project. The payment plan opted by the complainants was part of the application form and allotment letter. The payments made by the complainant are duly reflected in the statement of account. Copy of the provisional allotment letter dated 10.6.2021 is annexed as Annexure-R4.
15. The respondent has diligently invested all the amounts received from the allottees including the complainant towards the construction/development of the project- Kohinoor situated at Sector-89, Faridabad and towards taxes and



development charges. It is a fact that though the respondent has discharged all its obligations under the application/allotment the complainant has breached the terms and conditions of application/allotment. The complainant, in spite of receiving the reminders from the respondent stopped paying the instalments against the demand raised as per the agreed payment plan.

16. The complainant in total paid only an amount of Rs. 8,80,544/- vide cheque and RTGS out of total demand raised for Rs.44,02,720/-. Copy of receipt of cheque amount dated 10.6.2021 and 25.6.2021 as well as RTGS amount are annexed herewith as Annexure R2(colly.). The payment made by the complainant towards the agreed sale consideration of the said unit as per agreed payment plan is duly reflected in the Statement of Accounts. Copy of Statement of Accounts is annexed herewith as Annexure-R3.

17. The respondent thereafter had raised several demand/reminder letters dated 25.07.2021, 26.07.2021, 03.08.2021 and 25.08.2021 for making payment of further consideration which were ignored by the complainant. Copies of said letters are annexed as Annexure R-5 and R-6. However, these letters were ignored by the complainant in totality. Thus, constraining the respondent to cancel the allotment of the complainant on account of non payment of dues. The allotment of the complainant in respect of the plot in question was cancelled due to her non-payment vide cancellation letter dated 16.9.2021: copy of which is already annexed by the complainant in her complaint and earnest money was forfeited as per the agreed terms of Application Form.



18. Thereafter, respondent due to an inadvertent mistake on the part of concerned official of the company or due to collusion of complainant with the concerned official of the company, got the plot buyers agreement registered before the concerned subregistrar of Faridabad. Thereafter the respondent initiated and conducted the investigation and sent a letter dated 01.10.2021 to the complainant regarding its stand on the cancellation notice issued earlier on 16.9.2021 to the complainant vide which the plot was cancelled. Copy of letter dated 01.10.2021 is already annexed by the complainant in her complaint as Annexure-C8. The complainant after receiving the letter dated 1.10.2021 sent an email dated 3.10.2021 to the respondent stating that he had transferred an amount of Rs.3,00,000/- on 30.9.2021 against the cancelled plot to the respondent. Copy of email dated 3.10.2021 is annexed herewith as Annexure-R7.


19. The respondent after receiving the complainant's email sent a reply vide email dated 7.10.2021 and apprised the complainant that the allotment of the plot stood cancelled. Further the respondent informed her that any amount transferred by the complainant post cancellation of the plot will be refunded in full to the complainant and the same was refunded to the complainant vide cheque no.000184. Copy of email dated 7.10.2021 is annexed herewith as Annexure-R8 and copy of proof of refunding an amount of Rs.3,00,000/- is annexed herewith as Annexure-R9.



20. It is further submitted that after the cancellation of the allotment of the plot vide cancellation letter dated 16.09.2021, the respondent has re-allotted the plot to another allottee whose conveyance deed has already been executed and registered. Hence the said plot now cannot be re-allotted to the complainant after expiry of more than 2 complete years of cancellation.

21. During the course of hearing, learned counsel for the respondent submitted that the respondent had already obtained completion certificate for the project in question from the competent Authority, thus the respondent was not duty bound to execute an agreement to sell with the present complainant under provisions of Section 13 of the RERA ACT. The respondent had duly cancelled the allotment of the complainant on account of non payment of dues on 16.09.2021. However, the complainant had later on executed a plot buyer agreement under some collusion with one of the officials of the respondent company. The respondent had immediately informed the complainant that the said plot buyer agreement holds no weight and the cancellation stood as it is. The respondent had not issued any demand letter to the complainant thereafter. The payment of ₹ 3,00,000/- made by the complainant on 30.09.2021 was a RTGS payment which could not have been stopped by the respondent and the same was also refunded to the complainant vide cheque on 11.03.2022. As of today, the plot in question has already been allotted to some other allottee and conveyance deed has also been executed.

There is no claim of the complainant towards the plot in question.



E. ISSUES FOR ADJUDICATION

22. Whether the complainants are entitled to possession of the booked plot along with delay interest along with interest in terms of Section 18 of Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

23. After going through rival contentions of both parties and perusing documents placed on record, it is observed that in the captioned complaint the complainant had booked a plot in the project of the respondent namely, "Puri Kohinoor" situated in Sector 89, Faridabad, Haryana on 10.06.2021 by paying a booking amount of ₹5,00,000/-. Vide allotment letter dated 10.06.2021 complainant was allotted plot bearing No. KH/054/P, measuring 157.24 sq. yds. The total sale consideration of the unit was fixed as ₹ 56,00,000/-. As per annexure -I of the allotment letter the complainant had to make payment of balance sale consideration within 15 days, 45 days, 75 days, 105 days and 135 days from the date of allotment. However, the complainant did not adhere to the agreed payment plan. The respondent thereafter duly issued demand/reminder letters dated 25.07.2021, 26.07.2021, 03.08.2021 and 25.08.2021 for making payment of further consideration which were ignored by the complainant. Constrained the respondent issued a letter of cancellation of allotment dated 16.09.2021 to the complainant after forfeiture of earnest money. It is submitted by the


G. Rathee

complainant that after receiving the cancellation letter dated 16.09.2021 the complainant had approached the respondent for setting aside the cancellation and restoring the allotment in favour of the complainant; the respondent acceded to the request of the complainant and thereupon executed a plot buyer agreement on 30.09.2021. The complainant thereafter made a further payment of ₹ 3,00,000/- in lieu of the booked plot. However, this plot buyer agreement has been assailed by the respondent stating that the same has been executed by the complainant after colluding with some officials of the respondent company. Subsequently, the respondent vide letter dated 01.10.2021 had apprised the complainant that the execution of plot buyer agreement did not entitle the complainant with any rights qua the plot bearing no. KH/054/P and the plot stood cancelled in the records of the company vide cancellation letter dated 16.09.2021. Further the respondent had refunded the amount of ₹ 3,00,000/- to the complainant vide cheque bearing no. 000184 dated 10.03.2022. It is the pivotal submission of the respondent that after the cancellation of the allotment of the complainant the complainant has no claim against the plot in question. After cancellation the respondent has already re-allotted the plot in question to another allottee whose conveyance deed has already been executed and registered.

24. After perusing all the facts and circumstances, the main point of contention in the present dispute is with regard to cancellation of the allotment of the complainant qua plot KH/054/P by the respondent vide letter dated




16.09.2021. In this regard it is the submission of the complainant that after booking the plot in question and making payment of ₹ 8,80,544/-, the complainant had patiently waited for execution of a plot buyer agreement which would have crystallised the terms of contract between both the parties. The complainant had time and again requested the respondent to execute the agreement, however, the respondent instead of executing the same rather kept on issuing demand/reminder letters to the complainant for making further payment. It is the principal contention of the complainant that the respondent could not have raised these demands from the complainant before executing a plot buyer agreement. These demands did not conform to the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules framed there under wherein, it has been specified that a promoter shall not demand any instalment beyond 10% of the total sale consideration without executing an agreement to sell. The complainant had relentlessly pursued the respondent for execution of a plot buyer agreement which would have solidified the rights/claims of the complainant-allottee, however, the respondent just to evade its liability cancelled the allotment of the complainant under the garb of non payment of dues. The complainant could not have made payment of these demands as the same were premature and not payable at the time.



On the other hand it is the submission of the respondent that vide allotment letter dated 10.06.2021, the complainant had also been issued a detailed payment plan towards making payment of sale consideration in lieu of the booked plot. The terms of payment were made clear to the complainant and the complainant was duty bound to honor the demands as and when made by the respondent. It is the complainant who has failed to make requisite payment thus constraining the respondent to cancel the allotment of the complainant vide cancellation letter dated 16.09.2021. It has further been submitted by the respondent that the project in question has already been obtained completion certificate on 10.06.2021, therefore the respondent was not duty bound to execute a plot buyer agreement in respect of the plot in question. There is no violation of Section 13 of the RERA Act 2016 as it does not apply to the respondent in the present complaint. The complainant deliberately failed to make payment of outstanding balance sale consideration and when the respondent took necessary action with regard to cancellation of allotment, the complainant through collusion executed a plot buyer agreement to lay illegal claim over the plot in question. As per records of the respondent, the plot in question stands cancelled and complainant has now no claim after two years of said cancellation.

25. In light of these peculiar circumstances, it becomes necessary to get a clarity on roles and obligations of both the parties towards the sale and purchase of



plot bearing no. KH/054/P to enable proper adjudication of the matter. In this regard it is observed that after the allotment of the plot in question in favor of the complainant, the next step was execution of a plot buyer agreement to crystallise the terms of agreement between the parties qua the said plot. It is the principal argument of the respondent that the complainant was provided with a detailed payment plan along with allotment letter dated 10.06.2021 and since the project had already received completion certificate; hence the respondent was not obligated to execute an agreement for sale as per Section of RERA Act. As per RERA Act 2016, an agreement for sale is a sacrosanct document which has a binding effect on the executing parties, in addition to, the agreement itself being a statement of commitment made by them at the time of signing the contract. As soon as a unit is booked in a project, an obligation is cast upon the promoter to execute a buyer's agreement in respect of the said unit as it governs the conduct of both parties, including making payment of sale consideration, till the end. Execution of an agreement for sale is not a mere formality when making a sale and purchase of a property but rather it is the very basis of the said act. This simply cannot be overlooked by either of the parties. It is the plea of the respondent that it is exempted from executing an agreement for sale under Section 13 of the Act, since the project has received completion certificate. A bare perusal of the Section 13 reveals that no exemption has been given to promoters from executing an agreement for sale for projects which have received completion



certificate. Section 13 of the RERA Act 2016 is being reproduced below for ready reference:

“(1) A promoter shall not accept a sum more than ten per cent. of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

“(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.”

As is evident, there is no provision in the Act which adorns the respondent with specific rights to do away with execution of a plot buyer agreement just because the project had received a completion certificate. A plot buyer agreement is inherent to any transaction with regard to sale and purchase of a property between a promoter and an allottee and the same cannot be excused under any circumstances. Thus, the plea of the respondent stands rejected. The respondent was duty bound to execute a plot buyer agreement with the complainant in respect of the plot in question after



issuing the allotment letter and before taking any payment beyond 10% of the sales consideration.

26. In view of the aforementioned observations, it can be rightly viewed that the respondent could not have forced the complainant to make payment of further sales consideration without first executing a plot buyer agreement. Though the respondent had conveyed a payment schedule to the complainant but the same was payable as yet by the complainant and thus there was no default on the part of the complainant on account of non payment of dues. Further the respondent in the absence of concrete terms had forfeited the entire amount of ₹ 8,80,544/- which is more than the 10% booking amount/earnest money. Fact of the matter is that the respondent acted on its own whims and fancies and cancelled the allotment of the complainant all the while retaining the entire amount paid by the complainant. The respondent could not have cancelled the allotment of the complainant while defaulting upon its own obligations towards the complainant. Therefore, it is germane to say that the cancellation of the allotment of unit vide letter dated 16.09.2021 is unlawful and bad in the eyes of law. As also the forfeiture of amount of ₹ 8,80,544/- made by the respondent on account of said cancellation.

27. Further, with regard to the execution of the plot buyer agreement dated 30.09.2021, it is observed that both parties have presented varied allegations on each other pertaining to mode of execution of the said agreement. The

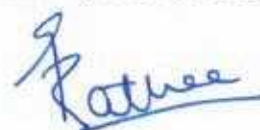


respondent has alleged that the complainant had executed the said agreement through collusion and hence the same is not a valid document. It is noteworthy to observe that the respondent has failed to place on record any document to show that the said agreement has been executed under some collusion. Respondent has also admitted that no criminal proceedings have been initiated against the concerned official who had executed the plot buyer agreement with the present complainant. Keeping in mind the lack of seriousness on the part of the respondent against this alleged collusion, Authority is less than likely to believe the submissions of the respondent. It is apparent that the respondent for reasons best known to it was desperately inclined to cancel the allotment/quash the claims of the present complainant qua the plot in question.

As per facts, the respondent had chosen to return the amount of ₹ 3,00,000/- paid by the complainant after execution of plot buyer agreement vide cheque no.000184. The complainant had initially objected to the conduct of the respondent with regard to the alleged cancellation; however, later on the complainant after due application of mind had deposited the cheque on 08.04.2022. Though the cancellation of the allotment of the complainant was invalid and bad in the eyes of law and accordingly the refund of the amount of ₹ 3,00,000/-, however, the complainant after availing ample time, had accepted the refund of the amount of ₹ 3,00,000/- and deposited the cheque



on 08.04.2022. The complainant after availing a cooling off period had chosen to not pursue the allotment qua the plot in question for reasons best know to her. Thereafter, the complainant waited for nearly two years to approach the Authority. The act and conduct of the complainant do not match with her pleas, the complainant having deposited the cheque had accepted the refund of the paid amount. The terms of agreement, if any, between the parties ended after the complainant had accepted the payment. Thus, the complainant cannot now lay claim over the plot in question after abandoning the same and sitting over for more than a year. However, this observation does not change the fact that the complainant has been wronged by the respondent by illegally cancelling the allotment of the complainant and retaining the amount paid by her on account of forfeiture. Since the alleged cancellation dated 16.09.2021 was unlawful the respondent could not have retained the amount paid by the complainant. Though the complainant is not in a position to lay claim over the plot in question but that does not entitle the respondent to wrongfully enrich itself over the hard earned money of the complainant. Therefore, for causing wrongful loss to the complainant and arbitrarily cancellation of the allotment, the complainant is entitled to receive refund of her paid amount along with interest as per prescribed rate under RERA Act. The respondent shall also pay interest to the complainant over the amount of ₹3,00,000/- from the date of deposit(30.09.2021) till the date the cheque had been encashed by the complainant (08.04.2022). So, the



Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of deficiency of service on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. 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 provides for prescribed rate of interest which is as under:

“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"

28. Hence, Authority directs respondent to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% 8.90% + 2.00%) from the date amounts were paid till the actual realization of the amount.
29. Authority has got calculated the interest on total paid amount from date of payments till date of order(i.e 12.08.2025) and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till date of order i.e 12.08.2025(in ₹)
1.	5,00,000/-	10.06.2021	227705
2.	3,80,544	04.08.2021	167054
Total: 8,80,544/-			394759/-
Interest on 3,00,000/- (from 30.09.2021 to 07.04.2022)= 17022			
Total payable to complainant(880544+394759+17022)= 12,92,325/-			

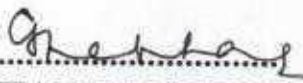
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G. DIRECTIONS OF THE AUTHORITY

30. 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 paid amount along with interest of @ 10.90% ₹ 12,92,325/- to the complainant as specified in para 29 of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of 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.

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


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CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]