

Kusum Dunglay
Vs.
M/s Ninaniya Estate Pvt. Ltd.
CM No.61 of 2024
In Appeal No. 45 of 2024

Present: Ms. Vertika H.Singh, Advocate,
for the appellant.

Learned counsel for the appellant contends that allottee is aggrieved against the order dated 13.09.2023 passed by the Authority. Relevant part whereof reads as under:-

“i. The respondent/promoter is directed to refund the entire amount paid by the complainant in all the above-mentioned cases along with prescribed rate of interest @ 10.75 % p.a as prescribed under rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017 from the date of each payment till the date of refund of the deposited amount after adjusting the amount/assured return paid by the respondent, if any.”

She assailed the order on the ground that promoter has been allowed to deduct the amount of assured return from the refundable amount. As per her, amount received by way of assured return was payable to the allottee as a matter of right. It was contemplated by the terms and conditions of the Builder Buyers Agreement as well as Memorandum of Undertaking. Same could not have been deducted while directing the refund.

Appeal be registered.

Issue notice to the respondent for 09.08.2024.

Notice re: application (CM No. 61 of 2024) seeking condonation of delay.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

31.05.2024
Manoj Rana