

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

Complaint no. :	2810 of 2021
Date of filing complaint:	16.07.2021
First date of hearing:	26.08.2021
Date of decision :	08.08.2022

1. Smt. Dipali Kumar W/o Sh. Rajit Kumar 2. Sh. Rajit Kumar S/o Sh. Ranjan Kumar <b>Both R/O:</b> A4 Sushant Lok - I MG Road opp. Metro Pillar No. 93	<b>Complainants</b>
Versus	
M/s ALM Infotech City Private Limited <b>Regd. office:</b> ILD Trade Centre, Sector-47, Sohna Road, Gurugram- 122018	<b>Respondent</b>

**CORAM:**

Dr. KK Khandelwal

**Chairman**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Akarshan Sahay (Advocate)

Complainants

Sh. Pankaj Chandola (Advocate)

Respondent

**ORDER**

1. The present complaint has been filed by the complainants/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under

the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

**A. Unit and project related details**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S.n	Particulars	Details
1.	Name of the project	"ILD Grand", Sector-37C, Gurgaon
2.	Nature of project	Group housing project
3.	<b>RERA registered/not registered</b>	Registered vide registration no. 386 of 2017 dated 18.12.2017
	Validity status	17.09.2019
	Licensed area	41223.953 sqm.
4.	<b>DTPC License no.</b>	96 of 2010 dated 03.11.2010
	Validity status	02.11.2025
	Licensed area	21.1804 acres
	Name of licensee	M/s Jubilant Malls Pvt. Ltd.
5.	Unit no.	18A on 17 <sup>th</sup> floor of tower Vision B2 (type- 3BR) [As per page no. 37 of complaint]
6.	Unit area admeasuring	1819 sq. ft. [Super area] [As per page no. 37 of complaint]



7.	Allotment letter	20.03.2015 [As per annexure-A on page no. 24-26 of complaint]
8.	Date of builder buyer agreement	28.05.2015 [As per page no. 34 of complaint]
9.	Total sale consideration	Rs.1,10,03,023/- [As per payment schedule on page no. 29 of complaint]
10.	Amount paid by the complainants	Rs.22,73,764/- [As alleged by complainants on page no. 23 of complaint]
11.	Possession clause	<p><b>Clause 9(i)</b></p> <p>Subject to Force Majeure circumstances as defined herein and subject to timely grant of all approvals, permissions, NOCs, etc. and further subject to the Allottee(s) having complied with all his obligations under the terms and conditions of this Agreement and the Allottee(s) not being in default under any part of this Agreement including but not limited to the timely payment of the total Sale Consideration and other charges/fees/taxes/levies and also subject to the Allottee(s) having complied with all formalities or documentation as prescribed by the Developer the Developer proposes to complete the construction <i>within a period of 36 months computed from the date of execution of this agreement with further grace period of 180 days under normal circumstances.</i></p>

12.	Due date of possession	<b>28.11.2018</b> [Calculated from the date of execution of buyer's agreement i.e. 28.05.2015 + grace period of 180 days] <i>Grace period of 180 days is allowed.</i>
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. That in the year 2010-11, the respondent-company announced an upcoming project for development of residential colony in Sectors 37(c), Gurgaon, Haryana and invited applications for booking of residential apartment from esteemed buyers looking for buying a residential flat.
4. The complainants being lured by the representatives of respondent company to purchase a residential apartment, signed the application form for booking a residential apartment. Vide letter dated 20.03.2015, an apartment No. 18A, 17th Floor, Tower - B2 Vision admeasuring 1819 sq. ft. (approx.) super area was allotted to them in the group housing project "ILD Grand" situated in Sector 37(c) Gurgaon, Haryana.
5. That thereafter, on 28.05.2015 an apartment buyer's agreement (hereinafter, "agreement"). As per the said agreement dated 28.05.2015, the basic sale price was Rs. 94,58,800 /- plus, other charges and taxes. The said agreement was a standard format agreement draft received by the



respondent and the complainants had no choice but to sign the same as it is without having any say for negotiation on numerous one-sided clauses titled more in favour of the respondent.

6. That on 04.03.2015, 12.03.2015 & 14.03.2015, the complainants paid an amount of Rs. 6,00,000/-, Rs. 9,00,000/- & 6,67,118/- to the respondent respectively. Further, on 31.03.2015 an amount of Rs. 10,559/- was also paid by them.
7. That the complainants on 9.06.2016 paid an amount of Rs. 64,386/- to the respondent towards demand of HVAT and till date paid a total amount of Rs. 22,73,764/- to the respondent towards consideration of subject unit.
8. That as per terms of clause 9 of the buyer's agreement, the respondent was obligated to offer possession within a period of 36 months from the date of execution of the agreement and further a grace period of 180 days i.e. within 42 months from date of execution of the agreement. Meaning thereby, the respondent was obligated to complete and construction and offer the possession to the complainants latest by 28.11.2018. But the respondent has failed to offer and deliver the possession of the flat till date. There has been inordinate delay in offer and delivery of possession.
9. That the complainants have made payments to the respondent as and when demanded by it. There has not been a single default on the part of the complainants in making payments to the respondent.

10. That the respondent did not offer possession of the apartment within the stipulated time period in terms of the clause 9 of the agreement. Moreover, no explanation has been given by it as to why it did not offer the possession within the stipulated period. The respondent has been in continuous default of the obligation under the payment plan and there has been 3 years, no construction has taken place at the project site including the Tower in which the Complainant's apartment is located and the project is incomplete.
11. That the complainant visited the project site many times and every time, they visited the project site, they were shocked to observe that no construction activity had taken place at the tower in which their apartment is situated. Even the basic structure of the complainant's tower is not complete till day.
12. That complainants finally in the year 2019 sent a legal notice dated 28.02.2019 to the respondent demanding refund of the principal amount paid along with interest and compensation. The said legal notice sent by them was duly delivered at the registered office of the respondent. However, to the utmost surprise, the respondent did not pay any heed and sent any reply to the legal notice of the complainants.
13. That in October 2020, the respondent unilaterally and arbitrarily amended the terms of the agreement dated 28.05.2015, as originally signed between the parties, and sent to the complainants a Memorandum of Agreement



"MoU". In the said MoU, the respondent unilaterally and arbitrarily extended the time for obtaining occupancy certificate and offer of possession to them. Furthermore, the respondent also incorporated a term/clause in the said MoU which restrains the complainants from filing the present complaint and obtaining rightful compensation for delay/refund of its money, which right has been granted to them by the statute/legislature. The complainants did not sign to these terms and clauses of the MoU, as sent by the respondent in 2020 as the terms were unilaterally drafted and were unfair, arbitrary and heavily tilted in favour of the respondent. In fact, the complainants immediately through their attorney protested to the terms and clauses of the said MoU and sent an email dated 19.01.2021 protesting to the clauses of the MoU. To the utter surprise of the complainants, the respondent did not respond to the emails of the complainants. As on date, the said MoU is unsigned by the complainants and not a valid agreement between the parties.

14. That on account of delay in constructing the project and handing over the possession of the apartment, they are left with no other option but to seek refund of entire amount paid to the respondent i.e. Rs. 22,73,764/- along with 10.75% interest p.a.
15. That the conduct of the respondent has caused immense distress, mental agony and harassment to the complainants who have visited the respondent's office numerous times at New Delhi and construction site. The

opposite party has not redressed the genuine grievance of the complainants in spite of repeated follow-ups by them and for reasons thereof they should be adequately compensated.

**C. Relief sought by the complainants:**

16. The complainants have sought following relief(s):

- i. Direct to the respondent to refund an amount of Rs. 22,73,764/- along with 10.75% interest p.a., for the period of delay calculated from 28.11.2018 till the actual date of payment.
- ii. Direct the respondent to disclose on affidavit a copy of license, a copy of the necessary and statutory approvals which it had obtained from the statutory bodies.
- iii. Direct the respondent to disclose on affidavit as to whether they have a valid RERA registration certificate obtained from this authority.
- iv. Direct the respondent to pay compensation to the complainants of an amount of Rs. 10,00,000/- on account of unfair trade practice, negligence, harassment, deficiency in service, breach of commitments / agreements etc. for such other sum as per the provisions of the RERA Act, 2016 and the Rules. made thereunder;
- v. Award cost of the present proceedings in favour of the complainants against the respondent.

**D. Reply by respondent:**

The respondent by way of written reply made following submissions



17. That the complainants themselves approached the respondent and inquired about the specification and veracity of the project before being satisfied with every proposal deemed necessary for the development of the project. On March 2015, the complainants herein decided to invest and booked a residential flat in the said project without getting induced by any sale, plan, brochure, representation/advertisements, or commitment made by the respondent either orally or in written and only solely upon his own judgement and investigation.
18. That the respondent vide allotment letter dated 20.03.2015, provisionally allotted a flat bearing No. 18A admeasuring to super area of 1819 sq. ft. in tower No. B2, named Vision, 17th floor (hereinafter referred to as 'Unit') in the aforesaid project.
19. It is a matter of fact, that time was essence in respect to the allottees obligation for making the respective payment. As per the agreement so signed and acknowledged, the allottees were bound to make the payment of instalment as and when demanded by the respondent.
20. That on 28.05.2015, an apartment buyer agreement (hereinafter, referred to as 'Agreement') was executed between parties wherein, the said unit was allotted to the complainants for a total sale consideration of Rs. 1,06,50,065/- in the aforesaid project. The complainants' herein was well aware of the terms and conditions mentioned under the agreement and

agreed to sign upon the same upon being fully satisfied with each and every term without any protest or demur

21. That the Special Window for Affordable and Mid Income Housing (hereinafter referred as SWAMIH Fund) has been approved for the completion of said project. It is submitted that the SWAMIH fund is a fund setup by the Government of India for completion of the stalled project. That the SWAMIH after doing all due diligence of the project has approved this fund for the project and also approved a resolution plan for completion of the project.
22. That as per said agreement dated 28.05.2015, the complainants were bound to make timely payment of dues in accordance with the demands raised by the respondent whereas the complainants have not paid the total sale consideration amount which is why it is quite hard for respondent to handover the possession to the complainant within time-bound period as agreed under the agreement. That the same can be perused from a plain reading of the statement of accounts. That it is submitted that the complainants have failed to comply with the schedule of payments which was issued by respondent within the said BBA. Whereas, non-complying with the schedule of payments also violates the clause 5 of the agreement which was voluntarily signed by the complainant during the execution of the agreement on 28.05.2015.



23. That it is a matter of fact, that the complainants herein have merely paid an amount of Rs. 22,73,764/- towards the total agreed sale consideration and still a major amount is due and payable.
24. That the developmental work of the said project was slightly delayed due to the reasons beyond the control of the respondent. The project was hindered majorly due to lack of infrastructure in the said area. That the twenty-four-meter sector road was not completed on time. Due to non-construction of the sector road, the respondent faces many hurdles to complete the project. For completion of road, the respondent was totally dependent upon the Govt. Department/machinery and the problem is beyond the control of the respondent.
25. That the respondent was not liable if any delay causes due to force majeure conditions or any government order or policy as mentioned under clause 9 (7) of the agreement.
26. That interim orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble High Court of Punjab & Haryana in CWP No. 20032/2008 whereby ground water extraction was banned in Gurgaon, orders passed by National Green Tribunal to stop construction to prevent emission of dust in the month of April, 2015 and again in November, 2016, adversely affected the progress of the project.
27. That due to the impact of the Goods and Services Act, 2017 (herein referred to as 'GST') which came into force after the effect of demonetisation in the

last quarter of 2016, which left long lasting effect on various real estate and development sector even in 2019. It is a matter of fact that the respondent has to undergo huge obstacle due to adverse effect of demonetisation and implementation of GST.

28. That in the recent years, various construction activities in the real estate sector were stayed due to constant ban levied by various Courts/Tribunals/Authorities and to curb pollution in Delhi-NCR Region. It is pertinent to mention, that recent years, the Environment (Pollution and Control) Authority, NCR (EPCA) vide its notification dated 25.10.2019, bearing no. EPCA-R/2019/L-49 banned the construction activities in NCR during night hours (6:00 PM to 6:00 AM) from 26.10.2019 to 30.10.2019. And, subsequently the EPCA vide its notification bearing no. R/2019/L-53, dated 01.11.2019, converted the same into a complete ban on 01.11.2019 to 05.11.2019.
29. The Hon'ble Apex Court in the writ petition vide its order dated 04.11.2019 passed in writ petition bearing no. 13029/1985 titled as "**MC Mehta vs. Union of India**" has completely banned all construction activities in Delhi-NCR which restriction was partly modified vide order dated 09.12.2019 and was completely lifted by the Hon'ble Court vide its order dated 14.02.2020.
30. That due to the ban levied by the competent authorities, the migrant labour was forced to return to their native towns/states/villages creating an acute



shortage of labourers in the NCR Region. And, even after lifting of ban by the Hon'ble court the construction activities could not resume at full throttle due to such acute shortage. Despite, after such obstacles on the construction activity in the real estate sector and before the normalcy could resume, the entire nation was hit by the worldwide Covid-19 pandemic. Therefore, it is safely concluded that the said delay in the seamless execution of the project was due to genuine force majeure circumstances and the period shall be excluded while computing the delay.

31. That the current Covid-19 pandemic resulted in serious challenges for the Respondent with no available labourers, contractors etc. for the construction of the Project. That on 24.03.2020, the Ministry of Home Affairs, GOI vide notification bearing no. 40-3/2020-DM-1 (A) recognised that entire nation was threatened with Covid-19 pandemic and ordered a completed lockdown in the entire country for an initial period of 21 days which started on 25.03.2020. Subsequently, the Ministry of Home Affairs, GOI further extended the lockdown from time to time and till date the same continues in some or the other form to curb the pandemic. It is to note, various State Governments, including the Government of Haryana have also imposed strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities.

32. That pursuant to the issuance of advisory by the GOI vide office memorandum dated May 13, 2020 regarding extension of registrations of real estate projects under the provisions of the RERA Act, 2016 due to "Force Majeure", the Haryana Real Estate Regulatory Authority has also extended the registration and completion date by 6 months for all real estate projects whose registration or completion date expired and or was supposed to expire on or after 25.03.2020.
33. Despite, after above stated obstructions, the nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021, each and every activity including the construction activity was halted in the State due to the adverse effect of the pandemic.
34. That despite after lifting the restrictions the respondent was bound to resume with the construction activity in a hybrid mode i.e., only with the labours that were available within the region and nearby to the construction site. Due to such acute shortage of labour the project was deemed to be delayed due to above said circumstances which were not in control of neither the respondent nor the complainant.



35. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority:**

36. The plea of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject matter jurisdiction**

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

***Section 11(4)(a)***

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the*

*case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.*

So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the objections raised by the respondent:**

**F.I Objection regarding force majeure conditions:**

37. The respondent-promoter has raised the contention that the due date specified under clause 9(i) of buyer's agreement dated 28.05.2015, handing over of possession was subject to force majeure circumstances and timely payment by the allottee. The respondent further submitted that there were force majeure circumstances beyond the control of the respondent such as delay in completion of 24-meter road, non-payment by allottee, demonetization, GST, orders of EPCA & NGT, shortage of labour and outbreak of Covid-19, due to which the project of the respondent got delayed.

- a. The respondent-builder has taken a plea that the construction got delayed due to delay in construction of 24-meter road by the government. The complainants were sold the aforesaid unit with a



promise to deliver the same within 36 months with a grace period of 180 days wherein nowhere specifying the allottees that pace of the construction shall be dependent upon the construction of concerned connected road. The respondent may file a suit against the concerned authority for seeking compensation.

- b. The said unit was booked under construction linked payment plan and the complainants have paid an amount of Rs. 22,73,764/- against total consideration of Rs. 1,10,03,023/- constituting 21 % of total consideration. The complainants further submitted that since the unit was booked under construction linked plan and there was no adequate construction over the project site, they refused to pay the further demands.
- c. The respondent-builder stated that demonetization and implementation of GST has also adversely affected the pace of the construction at site. It is observed that in the present case, the due of handing over of possession comes out to be 28.11.2018, and the event of demonetization and implementation of GST took place on 08.11.2016 and 01.07.2017 respectively, i.e. before due date of handing over of possession. Although the events might have affected the pace of the construction to some extent but no leniency in this regard over and above period grace period of 180 days (6 months) can be allowed to the respondent-builder.
- d. The respondent also submitted that there were orders of EPCA & NGT leading to shortage of labour thereof. It is observed that the respondent took plea of orders of NGT and EPCA banning construction at project site to cop up with the issue of pollution/environment. It is



to be noted that the said orders dated 26.10.2019, 01.11.2019, 09.12.2019 were after the due date of handing over of the possession. It is a settled principle of law that the one cannot take advantage of his own wrong. In view of this, the said plea of respondent is rejected.

- e. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as ***M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020*** dated 29.05.2020 has observed that-

*"69. The past non-performance of the Contractor cannot be condoned due to the 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 a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."*

In the present complaint also, the respondent was liable to complete the construction of the project in question and handover the possession of the said unit by 28.11.2018. The respondent is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason the said time period is not excluded while calculating the delay in handing over possession



**G. Findings on relief sought by the complainants:**

- G.1 Direct to the respondent to refund an amount of Rs. 22,73,764/- along with 10.75% interest p.a., for the period of delay calculated from 28.11.2018 till the actual date of payment.**
38. The project detailed above was launched by the respondent as group housing complex and the complainants were allotted the subject unit in tower Vision B-2 against total sale consideration of Rs. 1,10,03,023/-. It led to execution of builder buyer agreement between the parties on 28.05.2015, detailing the terms and conditions of allotment, total sale consideration of the allotted unit, its dimensions, due date of possession, etc. A period of 36 months with a grace period of 180 days for completion of the project was allowed to the respondent and that period has admittedly expired on 28.11.2018. It has come on record that against the total sale consideration of Rs. 1,10,03,023/- the complainants have paid a sum of Rs. 22,73,764 /- to the respondent. Keeping in view the fact that the allottees-complainants wish to withdraw from the project and are demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein, the matter is covered under section 18(1) of the Act of 2016.
39. The due date of possession as per agreement for sale as mentioned in the table above is 28.11.2018. There is delay of 2 years 7 months 18 days on the date of filing of the complaint i.e. 16.07.2021. The occupation certificate

of the project where the unit is situated has still not been obtained by the respondent-promoter.

40. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which they have paid a considerable amount towards the sale consideration and as observed by **Hon'ble Supreme Court of India in Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019**, decided on 11.01.2021

*" ... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottee cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*

41. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (2021-2022(1)RCR(Civil),357)** reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020** decided on 12.05.2022 observed as under:

*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*

42. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottees wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.
43. This is without prejudice to any other remedy available to the allottees including compensation for which they may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.

The authority hereby directs the promoter to return the amount received by him i.e., Rs. 22,73,764/- with interest at the rate of 9.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**G.II Direct the respondent to disclose on affidavit a copy of license, a copy of the necessary and statutory approvals which it had obtained from the statutory bodies.**

44. As per section 19(1) of Act of 2016, the allottees shall be entitled to obtain information relating to sanctioned plans, layout plans along with specifications approved by the competent authority or any such information provided in this Act or the rules and regulations or any such information relating to the agreement for sale executed between the parties. But since the complainants are opting out of the project, no direction to this effect can be issued.

**G.III Direct the respondent to disclose on affidavit as to whether they have a valid RERA registration certificate obtained from this authority.**

45. It is to be noted that the registration of any project with RERA is a public information and can be checked from the official website. The respondent is registered under HARERA and bearing registration no. 386 of 2017 dated 18.12.2017.

**G.IV Direct the respondent to pay compensation to the complainants of an amount of Rs. 10,00,000/- on account of unfair trade practice, negligence, harassment, deficiency in service, breach of commitments / agreements etc. for such other sum as per the provisions of the RERA Act, 2016 and the Rules. made thereunder;**

**G.V Award cost of the present proceedings in favour of the complainants against the respondent.**

46. The above-mentioned relief no.4 and 5, as sought by the complainants are being taken together. The complainants are claiming compensation in the above-mentioned relief. For claiming compensation under sections 12, 14,



18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

**H. Directions of the Authority:**

47. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:


- i) The respondent /promoter is directed to refund the amount i.e. **Rs. 22,73,764/-** received by him from the complainants along with interest at the rate of 9.80% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount.
- ii) A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

48. Complaint stands disposed of.

49. File be consigned to the registry.

  
**(Vijay Kumar Goyal)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

  
**(Dr. KK Khandelwal)**  
Chairman

**Dated: 08.08.2022**