



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

<b>Complaint no. :</b>	<b>3234 of 2020</b>
<b>Date of filing complaint:</b>	<b>12.10.2020</b>
<b>Order reserve on :</b>	<b>16.11.2022</b>
<b>Order pronounced on:</b>	<b>17.01.2023</b>

<b>Deepika Arora</b> <b>Tarun Rawal</b> <b>Both R/O: 1006, Aero View Heights,</b> <b>Plot 3-B, Sector-22, Dwarka, New Delhi-110075</b>	<b>Complainants</b>
Versus	
<b>M/s ILD Millennium Pvt. Ltd.</b> <b>Regd. office: 9<sup>th</sup> Floor, ILD Tower Trade Centre,</b> <b>Sector-47, Sohna Road, Gurugram, Haryana</b>	<b>Respondent</b>

<b>CORAM:</b>	
Shri Vijay Kumar Goyal	<b>Member</b>
Shri Ashok Sangwan	<b>Member</b>
Shri Sanjeev Kumar Arora	<b>Member</b>
<b>APPEARANCE:</b>	
Sh. Sushil Yadav (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 28 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 thereunder 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 and location of the project	"ILD Grand Centra", Sector 37 C, Gurugram
2.	Nature of the project	Group Housing Project
3.	Project area	15.4829 acres
4.	DTCP license no.	13 of 2008 dated 31.01.2008 valid upto 30.01.2025
5.	Name of licensee	M/s Jubilant Malls Pvt. Ltd. Goldman Mall Pvt. Ltd. Sh. Atalbir S/o Om Parkash and others
6.	RERA Registered/ not registered	62 of 2017 issued on 17.08.2017 valid up to 16.02.2020
	Registered area	3.6372 acres
7.	Unit no.	1205, 12 <sup>th</sup> Floor (page no. 17 of complaint)
8.	Unit area admeasuring (super area)	1300 sq. ft. (page no. 17 of complaint)
9.	Provisional allotment letter	18.03.2015



		(page no. 75 of complaint)
10.	Date of flat buyer agreement	18.08.2015 (page no. 15 of complaint)
11.	Possession clause	<b>10 Possession of Apartment</b> <i>Subject to timely grant of all approvals (including revisions thereof), permissions, certificates, NOC's, permission to operate, full/part occupation certificate etc. and further subject to the Buyer having complied with all its obligations under the terms and conditions of this Agreement, and subject to all the buyers of the apartments in the project making timely payments including but not limited to the timely payment of the Total Sale Consideration, Stamp Duty and other charges, fees, IAC, levies &amp; Taxes or increase in Levies &amp; Taxes, IFMSD, Escalation Charges, deposits, Additional Charges to the Developer and also subject to the Buyer having complied with all formalities or documentation as prescribed by Developer, the Developer shall endeavour to complete the construction of the Said Apartment within 48 months from the date of execution of this Agreement and further extension/grace period of 6 months.</i>
12.	Due date of possession	18.02.2020 (calculated from the date of agreement including grace period of 6 months)
13.	Total sale consideration	Rs. 67,93,500/-

		(as per payment plan annexed with buyers agreement at page 72 of complaint)
14.	Amount paid by the complainants	Rs. 15,88,964/- (as per receipt information at page no. 77 to 84 of complaint)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered
17.	Delay in handing over possession till date of this order i.e., 11.01.2023	2 years 10 months 24 days

**B. Facts of the complaint:**

- That the respondents claim themselves as reputed builders and gave advertisement in various leading newspapers about their forthcoming project named "ILD Grand Centra" in Sector 37 C Gurgaon promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondent, the complainants booked a flat admeasuring super area 1300 sq. ft. in aforesaid project of the respondent for total sale consideration of Rs 67,93,500/- which includes BSP, car parking, IFMS, club membership, PLC etc. including taxes, and the flat buyer's agreement was executed on 18.08.2015. Out of the total sale consideration amount, they made a payment of Rs. 15,88,964/- to the respondent vide different cheques on different dates.
- That as per flat buyers' agreement dated 18.08.2015, the respondent had allotted a unit bearing no 1205 on 12<sup>th</sup> floor in tower-GCB having super area



of 1300 sq. ft. to the complainants. That as per clause 10.1 of the flat buyer agreement dated 18.08.2015, the respondent had agreed to deliver the possession of the flat in 48 months after execution of the agreement i.e., 18.02.2020 with an extended period of six months.

5. That the complainants regularly visited the site but was surprised to see that construction work is not in progress and no one was present at the site to address the queries of the complainants. It appears that respondent has played fraud upon them. The only intention of the respondent was to take payments for the tower without completing the work. The respondent with mala-fide and dishonest motives and intention has cheated and defrauded the complainants. That despite receiving all payment as demanded by the respondent for the said flat and despite repeated requests and reminders over phone calls, emails and personal visits of the complainants, the respondent has failed to deliver the possession of the allotted flat to the complainants within stipulated period.
6. That it could be seen that the said flat was booked with a promise by the respondent to deliver the flat by 18.08.2015 but the construction was not completed within time for the reasons best known to the respondent which clearly shows that ulterior motive of the respondent was to extract money from the innocent people fraudulently.
7. That due to this omission on the part of the respondent, the complainants have been suffering from disruption on their living arrangement, mental torture, agony and also continues to incur severe financial losses. This could be avoided if the respondent had given possession of the flat on time. That as per clause 10 of the flat buyer agreement dated 18.08.2015, it was agreed by the respondent that in case of any delay, the respondent shall pay to them a compensation @ Rs.5/- per sq. ft. per month of the super area of



the apartment/flat. A clause of compensation at such of nominal rate of Rs.5/- per sq. ft per month for the period of delay is unjust and the respondent has exploited the complainants by not providing the possession of the flat even after a delay from the agreed possession plan. The respondent cannot escape the liability merely by mentioning a compensation clause in the agreement. It could be seen here that the respondent has incorporated the clause in one sided buyers' agreement and offered to pay a sum of Rs.5/- per sq. ft. for every month of delay. If we calculate the amount in terms of financial charges it comes to approximately @ 2% per annum rate of interest whereas the respondent charges 24% per annum interest on delayed payment.

8. That on the ground of parity and equity, the respondent shall also be subjected to pay the same rate of interest. Hence the respondent is liable to pay interest on the amount paid by the complainants @24% per annum to be compounded from the promise date of possession till the flat is actually delivered to them.
9. That the complainants have requested the respondent several times by making telephonic calls and also by personally visiting to the office of the respondent for either to deliver possession of the flat in question or to refund the amount along with interest @ 24% per annum on the amount deposited by the complainants, but respondent has flatly refused to do so.
10. Thus, the respondent in a pre-planned manner defrauded the complainants with his hard-earned money and wrongfully gain himself and caused wrongful loss to the complainants.

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

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



- (i) Direct the respondent to refund the amount of Rs. 15,88,964/- along with prescribed rate of interest on compounded rate from the date of booking of the unit in question.
- (ii) Direct to pay a sum of Rs. 55,000/- as cost of litigation.
- (iii) Direct to pay a cost of Rs. 5,00,000/- for the harassment and mental agony suffered by complainants.

**D. Reply by respondent:**

The respondent by way of written reply made following submissions:

12. That the complainants have made several visits to the office of the respondent to know about the project titled as "ILD Grand Centra" situated at Sector 37C, Gurgaon, Haryana. That the complainants have enquired about the veracity of the subject project of respondent and had immense deep interest to invest in the subject project. Therefore, the complainants come forward to invest in the subject project of respondent to extract speculative gain and thereby filled the application form dated 25.12.2014 and thereby booked an apartment situated in the subject project of respondent.
13. That the respondent issued an allotment letter on 18.03.2015 in favour of complainants in regard to the unit bearing no. 1205, 12th floor, tower-GCB having admeasured super area 1300 sq. ft. situated in the subject project of respondent.
14. That the complainants voluntarily with free will and consent executed the buyer's agreement on 18.08.2015. That the complainants after being completely satisfied with the terms and conditions, signed the agreement for the unit for the total sale consideration amount of Rs. 67,93,500/-.



15. That the complainants have failed to comply with the payment plan issued by respondent during execution of agreement. That the complainants so far have made total payment of Rs. 15,88,964/- up to 27.07.2016 which amounts to 23% of the total sale consideration of the allotted unit.
16. That the complainants have not adhered to the payment plan despite of repetitive reminder sent by respondent which is in clear violation of clause 8.1 of the agreement and also violates the provisions of section 19(6) and 19(7) of the Act of 2016.
17. That a suo moto proceedings is ongoing w.r.t. the said project wherein the extension of RERA registration and resolution plan for completion of the project is under consideration. That the special window for affordable and mid income housing has been approved for the completion of the said project. The swamih fund is a fund setup by the Government of India for completion of the stalled project. That the swamih after doing all necessary due diligence of the project has approved this fund for the project and also approved a resolution plan or completion of the project.
18. That the project got delayed due to 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 faced many hurdles to complete the project. For completion of road, the respondent is totally dependent upon the Govt. Department/machinery and the problem is beyond the control of the respondent. The project was not completed within time due to the reason mentioned above and due to several other reasons and circumstances absolutely beyond the control of the respondent. The demonetization and new tax law i.e., GST, affected the development work of the project.





19. That the current covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractor etc. for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated March 24 2020 bearing no. 40-3/2020-DM-I(A) recognized that India was threatened with the spread of Covid-19 pandemic and ordered a complete lockdown in the entire country for an initial period of 21 days which started on March 24, 2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time and till date the same continue in some or the other form to curb the pandemic. Various State Governments, including the Government of Haryana have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Pursuant to the issuance of advisory by the GOI vide office memorandum dated 13 May 2020 regarding extension of registrations of real estate projects under the provisions of the 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 March 25,2020. In past few years construction activities have also been hit by repeated bans by the Courts/ Tribunals/ Authorities to curb pollution in Delhi-NCR Region. In the recent past the Environmental Pollution (Prevention and Control) Authority, NCR (ECPA) vide its notification bearing no. ECPA- R/2019/L-49 dated 25.10.2019 banned construction activity in NCR during night hours (6 pm to 6 am) from 26.10.2019 to 30.10.2019 which was later on converted to complete ban from 01.11.2019 to 05.11.2019 by ECPA vide its notification bearing no. R/2019/L-53 dated 01.11.2019. The Hon'ble Supreme Court of India vide its order dated 04.11.2019 passed in writ



petition bearing no. 1029/1985 titled as "MC Mehta vs. Union of India" 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 Supreme Court vide its order dated 14.02.2020. These bans forced the migrant labourers to return to their native towns/states/villages creating an acute shortage of labourers in the NCR region. Due to the said shortage the construction activity could not resume at full throttle even after the lifting of ban by the Hon'ble Apex Court. Even before the normalcy could resume the world was hit by the 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 said period shall not be added while computing the delay.

20. That the project was not completed within time due to the above mentioned reasons and due to various other reasons and circumstances which are absolutely beyond the control of respondent, such as 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, has adversely affected the progress of the project. The clause 10.2 of the agreement specifically mentioned that if any unforeseen circumstances are faced by respondent or developer during the construction or development of the subject project then the developer would be entitled for extension of time for handing over the possession of the allotted unit to complainants.
21. 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:**

22. The authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

23. 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**

24. 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 allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees 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 allottees and the real estate agents under this Act and the rules and regulations made thereunder.*



25. 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 Timely payments:**

26. The respondent has alleged that the complainants have breached the terms and conditions of the agreement and contract by defaulting in making timely payments. The authority is of view that the respondent cannot take advantage of this objection of timely payments being himself at wrong firstly by still not obtaining the occupation certificate and offering the possession of the unit despite being delay of 2 years, 10 months, 24 days. Therefore, the respondent itself failed to complete its contractual and statutory obligations. Moreover, there is no document on file to support the contentions of the respondent regarding delay in making timely payments.

**F.II Objection regarding delay due to force majeure.**

27. The respondent-promoter raised the contention that the construction of the project was delayed due to 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 but all the pleas advanced in this regard are devoid of merit. The buyer's agreement was executed between the parties on 18.08.2015 as per the possession clause of the agreement the possession of



the said unit was to be delivered within 48 months from the date of the agreement and further grace period of 6 months which comes out to be 18.02.2020. The authority is of the view that the orders on which the respondent is relying were in force prior to the booking made by the complainant. Further the respondent has raised the contention that the construction of the project was delayed due to demonetization, GST, covid-19 pandemic. For the aforesaid events, the authority has allowed grace period of 6 months in the following para of this order. events taking place do not have any impact on the project being developed by the promoter/builder. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

**G. Entitlement of the complainants for refund:**

(i) **Direct the respondent to refund the amount of Rs. 15,88,964/- along with prescribed rate of interest on compounded rate from the date of booking of the unit in question.**

28. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest as per section 18(1) of the Act and the same is reproduced below for ready reference:

***"Section 18: - Return of amount and compensation***

***18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-***

***(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or***

***(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,***

***he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such***

*rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

*(Emphasis supplied)*

29. Clause 10 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

**"10 Possession of apartment :**

*Subject to timely grant of all approvals (including revisions thereof), permissions, certificates, NOC's, permission to operate, full/part occupation certificate etc. and further subject to the Buyer having complied with all its obligations under the terms and conditions of this Agreement, and subject to all the buyers of the apartments in the project making timely payments including but not limited to the timely payment of the Total Sale Consideration, Stamp Duty and other charges, fees, IAC, levies & Taxes or increase in Levies & Taxes, IFMSD, Escalation Charges, deposits, Additional Charges to the Developer and also subject to the Buyer having complied with all formalities or documentation as prescribed by Developer, the Developer shall endeavour to complete the construction of the Said Apartment **within 48 months from the date of execution of this Agreement** and further extension/grace period of 6 months.*

30. The complainants had booked the unit in the project named as "ILD Grand Centra" situated at Sector 37-C for a total sale consideration of Rs. 67,93,500/-. They were allotted the above-mentioned unit on 18.03.2015. The flat buyer agreement was executed between the parties on 18.08.2015. As per possession clause 10 of the flat buyer agreement, the possession of the unit was to be handed over within 48 months from the date of agreement (18.08.2015) and further extension/ grace period of 6 months. The due date for handing over of possession comes out to be 18.02.2020 including grace period of 6 months.
31. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. 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 he has 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 allottees 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....."*

32. 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 (c )**, 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, it was 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."*

33. 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) of the Act. 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 allottee wishes 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.

34. This is without prejudice to any other remedy available to the allottee including compensation for which allottee 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.

35. **Admissibility of refund along with prescribed rate of interest:** The section 18 of the Act read with rule 15 of the rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced 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."*

36. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

37. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 17.01.2023





is 8.60%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.60%.

38. The authority hereby directs the promoter to return the amount received by him i.e., ₹ 15,88,964/- with interest at the rate of 10.60% (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 Rules *ibid*.

(ii) **Direct to pay a sum of Rs. 55,000/- as cost of litigation.**

(iii) **Direct to pay a cost of Rs. 5,00,000/- for the harassment and mental agony suffered by complainants.**

39. The complainants in the aforesaid relief are seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.** (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

#### **H. Directions of the authority:**

40. 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 entire amount of ₹ 15,88,964/- paid by the complainants along with prescribed rate of interest @ 10.60% 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.
- 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.
- iii) The respondent is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.

41. Complaint stands disposed of.

42. File be consigned to the registry.

(Ashok Sangwan)  
Member

(Sanjeev Kumar Arora)  
Member

v.1-3  
(Vijay Kumar Goyal)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 17.01.2023**