



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

Complaint no. :	789 of 2020
Date of filing complaint:	19.02.2020
First date of hearing:	25.03.2020
Date of decision :	17.02.2023

Mr. Pradeep Kumar

R/o: 1341/31, Pragati Nagar, Gohana Road, Sonipat-
131001

Complainant

Versus

M/s Vatika Limited

Office : Vatika Triangle 7th floor, Sushant lok 1, block
AMG road, Gurgaon, Haryana-122002.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Sh. Gaurav Rawat

Advocate for the complainant

S/Sh. Venket Rao & Pankaj Chandola

Advocate for the respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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 allottees 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 complainant, 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	Emilia Floors, sector 82,82A,83,84,85, Gurgaon.
2.	Nature of the project	Residential colony
3.	Project area	182 acres
4.	DTCP license no.	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
5.	RERA Registered/ not registered	Not registered
6.	Plot no.	22, GF, 4 th street, block E (page 64 of complaint)
7.	Plot area admeasuring	781.25 sq. ft. (page 64 of complaint)
10.	Date of buyer's agreement	08.07.2011 (page 61 of complaint)
11.	Possession clause	10.1 Schedule for possession of the said independent dwelling unit <i>That the company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said independent dwelling unit within a period of three years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in clauses (11.1), (11.2), (11.3) and clause (38) or due to failure of allottee(s) to pay in time the price of the said independent dwelling unit along with all other charges and dues in</i>

12



		<i>accordance with the schedule of payments given in annexure III or as per the demands raised by the company from time to time or any failure on the part of the allottee(s) to abide by any of the terms or conditions of this agreement. However, it is agreed that in the event of any time overrunning of construction of the said building/said dwelling unit, the company shall be entitled to reasonable extension of time for completing the same. (Emphasis supplied)</i>
12.	Due date of possession	08.07.2014 (due date is calculated from the date of BBA) Note: Inadvertently mentioned 08.09.2014 in proceeding of the day dated 17.02.2023.
13.	Total sale consideration	Rs. 24,78,759/- [as per clause 1.2 of BBA, page 64 of complaint]
14.	Amount paid by the complainant	Rs. 8,75,882/- [as per receipts at annexure C7-C10 of complaint]
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint:

3. That the complainant booked a unit in the project namely "**Emilia Floors Phase -2 in Vatika India Next**" situated at Sector-83, Gurgaon, Haryana-122004 for a total sale consideration of Rs. 24,39,696/- and paid 10% as the booking amount i.e., Rs. 2,43,970/-. In pursuant to the booking, the respondent issued a welcome letter dated 31.10.2009 to him providing the details of the project, confirming the booking of the unit dated 04.10.2009.



4. That the respondent issued an allotment letter dated 17.11.2010 allotting an independent floor no. 22, ground floor, block E, street 4, unit type Emilia, in Sector 83 measuring 781.25 sq.ft. in the aforesaid project of the developer for a total sale consideration of Rs. 24,39,696/-.
5. That on 18.11.2010, the respondent raised a demand of 2nd instalment which was payable within 60 days or allotment whichever is later of Rs. 2,50,252/- and the same was paid by the complainant for Rs. 2,43,970/- and Rs. 6,282/- and was acknowledged by the respondent. The respondent raised a demand of 3rd instalment equivalent to 15% of price due upon commencement of earthwork at site for Rs. 3,65,954/-. The same was paid by the complainant. After delay of almost 2 years from the date of booking the respondent sent a floor buyers agreement and the same was executed between the parties on 08.07.2011. The complainant paid an amount of Rs, 8,69,599/- against the total sale consideration of Rs. 24,39,696/-.
6. That the payment plan was designed in such a way to extract maximum payment from the buyers. The complainant approached the respondent and asked about the status of construction and also raised an objection towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment etc. have not been transparent and demands were being raised without sufficient justification and payments was extracted just raising without sufficient justifications and payments were extracted just raising structure leaving all amenities and other things promised in the brochure, which counts to almost 50% of the total project work.
7. That in May, 2018 the complainant came to know about the ongoing dispute between the farmers and the respondent which included the

A ✓



entire project of the respondent and there being no likelihood of peaceful possession on the said site in near future. Thereafter, complainant approached the representative of the respondent raising the above-mentioned issue, but he was assured that nothing is like that, and the possession of the said unit would be soon delivered to him. Thereafter, complainant again visited the office of the respondent and had meeting with various representatives of the company to know the fate of his legitimate money, but the respondent did not provide any concrete reply.

8. That in view of the facts and circumstance explained above, it is established that till date the respondent did not get the said land to develop the said project due to the above said land dispute between the owner of the land and the respondent. It had cheated the complainant deliberately by not disclosing the fact it had failed to obtain the land title. Further, respondent kept the money of the complainant for such a long period without refunding the said amount.
9. It is abundantly clear that the respondent has played a fraud upon the complainant and cheated it fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafide failed to implement the buyer's agreement executed with the complainant. Hence, he being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the complaint.
10. That complainant has suffered a loss and damage in as much as he deposited the money in the hope of getting the said unit for residential purposes. He has not only been deprived of the timely possession of the said unit but also the benefit of escalation of price of the said unit and the prospective return he could have had he not invested in the project of the



respondent. therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the buyer's agreement.

11. That the complainant is the one who has invested the life savings in the said project and is dreaming of a home for himself and the respondent have not only cheated and betrayed him but also used the hard eared money for its enjoyment.

C. Relief sought by the complainant:

12. The complainant has sought following relief(s):
 - i. Direct the respondent to refund the total amount to the complainant along with the prescribed rate of interest as per the applicable rules.
 - ii. Direct the respondent to pay a sum of Rs. 1,00,000/- towards the cost of litigation and a sum of Rs. 2,00,000/- for the harassment and mental agony suffered by the complainant.

D. Reply by respondent:

13. That the complaint, is bundle of lies. Hence, liable to be dismissed as it is filed without cause of action.
14. The contents of the complaint, deliberately failed to mention the correct/complete facts and the same are reproduced hereunder for proper adjudication of the present matter. The complainant is raising false, frivolous, misleading and baseless allegations against the respondent with intent to acquire unlawful gains.
15. That the complaint is filed with the oblique motive of harassing the respondent and to extort illegitimated money while making absolutely false and baseless allegations against the respondent.



16. That the delay in completing the project is due to the reasons beyond the control of the developer. In the present case, there has been a delay due to various reasons which were beyond the control of the respondent and the same are enumerated below:

- a. Decision of the Gas Authority of India Ltd. (GAIL) to lay down its gas pipeline from within the duly pre-approved and sanctioned project which further constrained the respondent to file a writ petition in the Hon'ble High Court of Punjab and Haryana seeking directions to stop the disruption caused by GAIL towards the project. However, upon dismissal of the writ petition on grounds of larger public interest, the construction plans of the respondent were adversely affected and it was forced to reevaluate its construction plans which caused a long delay.
- b. Delay caused by the Haryana Development Urban Authority (HUDA) in acquisition of land for laying down sector roads for connecting the project. The matter has been further embroiled in sundry litigations between HUDA and landowners.
- c. Due to the implementation of MNREGA Schemes by the Central Government, the construction industry as a whole has been facing shortage of labour supply, due to labourers regularly travelling away from Delhi-NCR to avail benefits of the scheme. This has directly caused a detrimental impact to the Respondent, as it has been difficult to retain labourers for longer and stable periods of time and complete construction in a smooth flow.
- d. Disruptions caused in the supply of stone and sand aggregate, due to orders passed by the Hon'ble Supreme Court and the Hon'ble High Court of Punjab and Haryana prohibiting mining by contractors in and around Haryana.
- e. Manufacturers of construction material were prevented from making use of close brick kilns, hot mix plants and stone crushers.
- f. Disruptions caused by unusually heavy rains in Gurgaon every year.
- g. Disruptions and delays caused in the supply of cement and steel due to various large-scale agitations organized in Haryana.
- h. Declaration of Gurgaon as a Notified Area for the purpose of Groundwater and restrictions imposed by the state government on its extraction for construction purposes.
- i. Delayed re-routing by DHBVN of a 66KVA high-tension electricity line passing over the project.

A ✓



- j. The Hon'ble National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives and measures to counter deterioration in Air Quality in the Delhi-NCR region, especially during winter months. Among these measures were bans imposed on construction activities for a total period of 70 days between November 2016 to December 2019.
- k. Additionally, imposition of several partial restrictions from time to time prevented the Respondent from continuing construction work and ensuring fast construction. Some of these partial restrictions are:
- Construction activities could not be carried out between 6 p.m. to 6 a.m. for 174 days.
 - The usage of Diesel Generator Sets was prohibited for 128 days.
 - The entries of truck traffic into Delhi were restricted.
 - Manufacturers of construction material were prevented from making use of close brick kilns, Hot Mix plants, and stone crushers.
 - Stringently enforced rules for dust control in construction activities and close non-compliant sites

The imposition of several total and partial restrictions on construction activities and suppliers as well as manufacturers of necessary material required, has rendered the Respondent with no option but to incur delay in completing construction of its projects. This has furthermore led to significant loss of productivity and continuity in construction as the Respondent was continuously stopped from dedicatedly completing the Project. The several restrictions have also resulted in regular demobilization of labour, as the Respondent would have to disband the groups of workers from time to time, which created difficulty in being able to resume construction activities with required momentum and added many additional weeks to the stipulated time of construction.

- l. The Government of India imposed lockdown in India in March 2020 to curb the spread of the Covid-19 pandemic. This severely impacted the Respondent as the Respondent was constrained to shut down all construction activities for the sake of workers' safety, most of the labour workforce migrated back to their villages and home states, leaving the Respondent in a state where there is still a struggle to

R



mobilize adequate number of workers to start and complete the construction of the Project due to lack of manpower. Furthermore, some suppliers of the Respondent, located in Maharashtra, are still unable to process orders which inadvertently have led to more delay.

17. That the respondent craves leave of the Authority to refer to and reply upon the terms and conditions set out in the agreement in detail at the time of the hearing of the complaint, so as to bring out the mutual obligations and the responsibilities of the respondent as well as the complainants.
18. That at the very outset it is submitted that the complaint filed by the complainant before the Authority besides being misconceived and erroneous, is untenable in the eyes of law and liable to be rejected.
19. It is apparent from the facts of the case that the main purpose of the complaint is to harass the respondent by engaging an igniting frivolous issue with ulterior motives to pressurize the respondent. Thus, the complaint is without any basis and no cause of action has arisen till date in favour of the complainant and against the respondent. Hence, the complaint deserves to be dismissed.
20. 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:

21. 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

22. 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

21. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

22. 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.

23. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the **Hon'ble Apex Court in Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.**" SCC Online SC 1044 decided on 11.11.2021 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

24. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)**, the authority has the jurisdiction to entertain a complaint seeking refund of the amount paid by allottee alongwith interest at the prescribed rate.

F. Finding on the objection raised by the respondent.

F.I Objection w.r.t. force majeure.

A



25. The respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as shortage of labour, various orders passed by NGT and weather conditions in Gurugram and non-payment of instalment by different allottees of the project but all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on 08.07.2011 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 08.07.2014. The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than three years and even some happening after due date of handing over of possession. There is nothing on record that the respondent has even made an application for grant of occupation certificate. Hence, in view of aforesaid circumstances, no period grace period can be allowed to the respondent- builder. Though some allottees may not be regular in paying the amount due but whether the interest of all the stakeholders concerned with the said project be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrongs.

26. 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."

27. The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by 08.07.2014 and 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.

Findings on the relief sought by the complainants:

F.1 Direct the respondent to refund the paid amount along with interest.

28. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest. Sec. 18(1) of the Act 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.-

PA



- (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 10.1 of the buyer's agreement dated 08.07.2011 provides for the handing over of possession and is reproduced below for the reference:

*"The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said Apartment within a period of three years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in other Clauses (11.1),(11.2),(11.3) and clause (38) or due to failure of Allottee(s) to pay in time the price of the said apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure -III or as per the demands raised by the developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this agreement. **Emphasis supplied.**"*

30. **Entitlement of the complainant for refund:** The respondent has proposed to hand over the possession of the apartment within a period of 3 years from date of execution of builder buyer's agreement. The builder buyer's agreement was executed *inter se* parties on 08.07.2011. Therefore, the due date of possession comes out to be 08.07.2014.

31. In the present complaint, the complainant booked a unit in the above said project for a total sale consideration of Rs. 24,78,7591/-. On 17.11.2010, the respondent issued an allotment letter and allotted a unit no. priority



no. Emilia/GF/22, along with the allotment letter the respondent also sent two unsigned copy of dwelling unit buyer agreement. After that a buyer's agreement was executed between the parties on 08.07.2011. As per clause 10.1 of the said agreement, the unit was to be handed over within 3 years from the signing of the agreement i.e., by 08.07.2014.

32. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and 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.
33. The due date of possession as per agreement for sale as mentioned in the table above is 08.07.2014 and there is delay of 5 years 7 months 11 days on the date of filing of the complaint. 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.

12 ✓
".... 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....."

34. 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. (supra)*** 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."

35. 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 he 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.

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

37. The authority hereby directs the promoter to return to the complainant the amount received by him i.e., Rs. 8,75,882/- 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 realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

F. II Litigation & Compensation.

38. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (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 complaint in respect of compensation. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the Authority:

39. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations

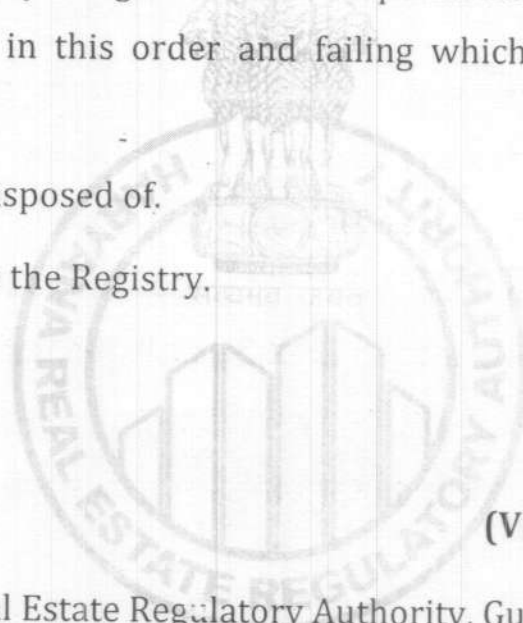


cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent/promoter is directed to refund to the complainants the entire amount of Rs. 8,75,882/- paid by the complainant 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 respondents to comply with the directions given in this order and failing which legal consequences would follow.

40. Complaint stands disposed of.

41. File be consigned to the Registry.




(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.02.2023