

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

Complaint no.: 779 of 2019  
Reserved on:- 11.04.2023  
Date of pronouncement:- 09.05.2023

J M Chhabra

**Address:-** 1184/1 1<sup>st</sup> floor, Arjun Nagar  
Kotla Mubarakpur, New Delhi-110003

**Complainant**

Versus

Magic Eye Developers Pvt. Ltd.

**Address:-** GF-09, Plaza M6, Jasola Distict Centre  
New Delhi-110025

**Respondent****CORAM:**

Shri Vijay Kumar Goyal  
Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

**Member**  
**Member**  
**Member**

**APPEARANCE:**

Complainant in person  
Ms. Neelam Gupta

Advocate for the complainant  
Advocate for the respondent

**ORDER**

1. The present complaint dated 04.09.2019 has been filed by the complainant 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. Project and unit 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, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"The Plaza at 106", Sector 106, Gurugram
2.	Nature of the project	Commercial Complex
3.	DTCP license no. and validity status	65 of 2012 dated 21.06.2012 valid upto 21.06.2022
4.	Name of licensee	Magic Eye Developers
5.	RERA Registered/registered	72 of 2017 dated 21.08.2017
6.	RERA registration valid up to	31.12.2021
7.	Allotment Letter	07.01.2013
8.	Date of execution of BBA	26.03.2013
8.	Unit no.	Shop no. 21, Ground floor
9.	Unit area admeasuring	518 sq. ft.
10.	Possession clause	9.1. The Developer based on its present plans

		<p>and estimates and subject to all just exceptions / force majeure / statutory prohibitions / court's order etc, contemplates to complete the construction of the said Building/said Unit <b><i>within a period of three years from the date of execution of this Agreement, with two grace periods of Six months each</i></b>, unless there is a delay for reasons mentioned in Clauses 10.1: 19.2 and Clause 37 or due to failure of Allottee(s) to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments given in Annexure-C 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 all any of the terms or conditions of this Agreement</p>	
11.	Due date of possession	26.03.2017	(Calculated as three years from date of agreement plus grace period of six months as the same is unqualified)
12.	Total sale consideration	Rs. 53,69,588/-	Rs. 56,71,743/- As per SOA dated 20.01.2020
13.	Amount paid by the complainant	Rs. 52,57,406/- As per SOA dated 20.01.2020	
14.	Refund request letter send by the complainant on	19.06.2017	

15.	Occupation certificate /Completion certificate	28.11.2019
16.	Offer of possession	30.11.2019

### B. Facts of the complaint

3. The complainant made the following submissions in the complaint:

- i. The complainant had ~~booked~~ **Shop** admeasuring 518 sq. ft. in the project "The Plaza At-106" situated in Sector-106, initially owned by Spire Developers Private Ltd., Corporate & Sales Office, 5D , Plaza M-6, District Centre, Jasola, New Delhi -110025, on 30-10-2012 at the rate of Rs. 9700/-. Consequently, Shop No. 21/GF admeasuring 518 sq. ft. was allotted to the complainant under construction linked payment plan. Later on, buyers agreement retail was executed on 26th March 2013. Spire Developers Pvt. Ltd. and the project was later on amalgamated with M/s Magic Eye Developers Pvt. Ltd. All contracts, deeds, bonds, agreements, to which Spire Developers Pvt. Ltd. was a party shall remain in full force and effect against and in favour of Magic Eye Developers Pvt. Ltd. After amalgamation of the parent company with Magic Eye Developers Pvt. Ltd., all demands were issued by Magic Eye Developers Private Ltd. and the cheques were issued in its favour. The last instalment of Rs. 3,90,400/-was paid on 28-03-2019 " on completion of inner flooring ".



- ii. That as per clause 9.1 the developer was required to complete the construction of the said building /unit within a period of three years from the execution of the unless there is a delay for reasons mentioned in clauses 10.1, 10.2 and clause 37 or due to failure of allottee (s) , to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in annexure "c" or as per the demand raised by the developer from time to time or any failure on the part of allottee to abide by all or any of the terms or conditions of this agreement. The two six monthly extensions claimed by the developer cannot be allowed to it as no force majeure has taken place in Gurugram, which would have resulted in the construction work being stopped and are therefore "Under Contest" and needs the adjudicator to deliberate and take cognizance to this attempt of the developer to cheat the buyers.
- iii. That the respondent/promoter failed to deliver the possession of the shop by 25<sup>th</sup> March, 2017 i.e after 3 years plus 2 six months extension, from the date of execution of the buyers agreement retail on 26<sup>th</sup> March, 2013. A notice was issued to the builder, which was sent to him under speed post in compliance to para 10.3 ( failure to deliver possession by the developer, remedy to allottee (s) ), which provides that the allottee shall be entitled to give notice to the developer , within 90 ( Ninety ) days from the expiry of the said extended period, as the case may be for terminating this agreement. The developer M/s Magic Eye

Developer Pvt. Ltd. was asked to refund me the total amount paid to him for shop no. 21/GF with interest of 9% as mentioned in clause 10.4 of the buyer agreement retail executed on 26th March 2013. But the Developer didn't refund the total amount deposited by complainant against the shop. Even after two years from the date of issue of the notice, the respondent/promoter neither delivered the shop nor refunded the amount.

**C. The complainant is seeking the following relief:**

**4. The complainant has sought following relief(s):**

- (i) Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest.

**D. Reply filed by the respondent**

**5. The respondent had contested the complaint on the following grounds:**

- i. That instant complaint is neither maintainable in law nor on facts. Instant complaint is without cause of action and has been filed with malafide. Each and every allegation levelled in unnumbered para of the complaint is denied as wrong, false, vague, unsubstantiated unless and until specifically admitted by the respondent. Therefore, instant complaint is not maintainable and is liable to be rejected.
- ii. That there is no provision in the Act which affects the agreement executed between the parties prior to commencement of Act. It is submitted that agreement executed between the parties

- especially prior to commencement of Act has to be read and interpreted "*as it is*" without any external aid including without aid of subsequent enactment especially the enactment which do not especially require its aid to interpret agreements executed prior to commencement of such enactment. Hence rights and liabilities of the parties including the consequence of default/default of any party have to be governed by buyer's agreement dated 26.03.2013 and not by the Act.
- iii. That when the entitlement to claim possession is as per the declaration given by the promoter for completion of construction u/s 4(2) (I) (c) of the Act, then the necessary corollary to this is that the entitlement for refund shall also be from the expiry of the date of completion i.e., 31.12.2021 as provided at the time of registration. Hence, otherwise the claim for refund is pre-mature and is liable to be rejected. Without prejudice to the above, it is submitted that the construction is complete and the application for grant of occupation certificate stands already filed. Respondent shall offer possession to the complainant and other allottees immediately upon receipt of the occupation certificate.
- iv. It is submitted that the objective of the enactment of the Real Estate (Regulation and Development) Act, 2016 is to ensure completion of the project and the refund at this stage would gravely prejudice the interest of the respondent as the amount received from allottees has already been expended on the



construction and the same is complete. Refund at this stage would further render the objective of the Act otiose and futile.

- v. That most respectfully submitted that this authority does not have judicial or quasi-judicial powers to pass adjudicatory orders in relation to disputes between an allottee and promoter of an ongoing project on the date of commencement of Act especially in circumstances when there is no violation of any declaration given by promoter at the time of getting the ongoing project registered with real estate regulatory authority.

6. Copies of all the relevant documents have been filed and placed on the 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 party as well as the written submission of the complainant.

**E. Jurisdiction of the authority**

6. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**E.1 Territorial Jurisdiction**

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana 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**

8. Section 11(4)(a) of the Act 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) The promoter shall-

- (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.

9. 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 as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

10. 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.*** 2021-2022(1) RCR(Civil), 357 and reiterated in case of ***M/s Sana Realtors Pvt. Ltd. and other Vs. Union of India and other SLP(Civil) No. 13005 of 2020 decided on 12.05.2022*** 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."*

11. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Findings on the objection raised by the respondent**

**F.I Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act.**

12. The respondent contended that authority is deprived of the jurisdiction to go into the interpretation of, or rights of the parties inter-se in accordance with the buyer's agreement executed between the parties and no agreement for sale as referred to under the provisions of the Act or the said rules has been executed inter se parties. The respondent further submitted that the provisions of the Act are not retrospective in nature and the provisions of the Act cannot undo or modify the terms of buyer's agreement duly executed prior to coming into effect of the Act.
13. The authority is of the view that the Act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of *Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)* which provides as under:

*"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the*



allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

14. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

15. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that

there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the buyer's agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of the Act and are not unreasonable or exorbitant in nature.



**F.II Objection regarding handing over possession as per declaration given under section 4(2)(I)(C) of RERA Act.**

16. The counsel for the respondent argued that the entitlement to claim possession or refund would arise once the possession has not been handed over as per declaration given by the promoter under section 4(2)(I)(C). Therefore, the next question of determination is whether the respondent is entitled to avail the time given to him by the authority at the time of registering the project under section 3 & 4 of the Act.
17. It is now settled law that the provisions of the Act and the rules are also applicable to ongoing project and the term ongoing project has been defined in rule 2(1)(o) of the rules. The new as well as the ongoing project are required to be registered under section 3 and section 4 of the Act.
18. Section 4(2)(I)(C) of the Act requires that while applying for registration of the real estate project, the promoter has to file a

declaration under section 4(2)(1)(C) of the Act and the same is reproduced as under: -

*Section 4: - Application for registration of real estate projects*

*(2) The promoter shall enclose the following documents along with the application referred to in sub-section (1), namely: —.....*

*(1): -a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating: — .....*

*(C) the time period within which he undertakes to complete the project or phase thereof, as the case may be,...."*

19. The time period for handing over the possession is committed by the builder as per the relevant clause of apartment buyer agreement and the commitment of the promoter regarding handing over of possession of the unit is taken accordingly. The new timeline indicated in respect of ongoing project by the promoter while making an application for registration of the project does not change the commitment of the promoter to hand over the possession by the due date as per the apartment buyer agreement. The new timeline as indicated by the promoter in the declaration under section 4(2)(1)(C) is not the new timeline as indicated by him for the completion of the project, although penal proceedings shall not be initiated against the builder for not meeting the committed due date of possession. But now, if the promoter fails to complete the project in a declared timeline, then he is liable for penal proceedings. The due date of possession as per the agreement remains unchanged and promoter is liable for the consequences and obligations arising out of his failure in handing over possession by the due date as committed by him in the apartment buyer agreement and he is liable for the delayed



possession charges as provided in proviso to section 18(1) of the Act. The same issue has been dealt by hon'ble Bombay High Court in case titled as **Neelkamal Realtors Suburban Pvt. Ltd. and anr. vs Union of India and ors.** W.P 2737 of 2017 decided on 06.12.2017 and observed as under:

*"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."*

20. The application for refund was filed in the form CAO with the adjudicating officer. After taking reply and presuming the case file, the application was allowed vide order dated 20.08.2021, with a direction to the respondent "To refund the entire amount received from the complainant within a period of 90 days from today, with interest @ 9.30% per annum. A cost of Rs. 1 lac is also imposed upon respondent to be paid to complainant." Felling aggrieved with the same, the order was challenged by the respondent/promoter before the Haryana Real Estate Appellate Tribunal, Chandigarh and who vide order dated 20.08.2021, set aside the same with a direction to the authority for fresh decision of the complaint in accordance with law. So, in pursuant to those direction, both the parties put in appearance before the authority. Therefore, the complaint is being deal with the authority. Now, the issue before authority is whether the authority should proceed further without seeking fresh application in the form

CRA for cases of refund along with prescribed interest in case allottee wishes to withdraw from the project on failure of the promoter to give possession as per agreement for sale. It has been deliberated in the proceedings dated 10.05.2022 in **CR No. 3688/2021 titled Harish Goel Versus Adani M2K Projects LLP** and was observed that there is no material difference in the contents of the forms and the different headings whether it is filed before the adjudicating officer or the authority.

21. Keeping in view the judgement of Hon'ble Supreme Court in case titled as **M/s Newtech Promoters and Developers Pvt Ltd Versus State of U.P. and Ors. (2021-2022 (1) RCR (C), 357**, the authority is proceeding further in the matter where allottee wishes to withdraw from the project and the promoter has failed to give possession of the unit as per agreement for sale irrespective of the fact whether application has been made in form CAO/ CRA. Both the parties want to proceed further in the matter accordingly. The Hon'ble Supreme Court in case of **Varun Pahwa v/s Renu Chaudhary, Civil appeal no. 2431 of 2019 decided on 01.03.2019** has ruled that procedures are hand made in the administration of justice and a party should not suffer injustice merely due to some mistake or negligence or technicalities. Accordingly, the authority is proceeding further to decide the matter based on the basis of proceedings and submissions made by both the parties.

**G Findings on the relief sought by the complainant/allottee.**

G. I Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest.

22. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by it in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. 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:-***

***(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."***

23. 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. The due date of possession as per agreement for sale as mentioned in the table above is 26.03.2017 and there is delay of 2 years 5 months 9 days on the date of filing of the complaint.

24. The occupation certificate/part occupation certificate of the buildings/towers where allotted unit of the complainant is situated is received after filing of application by the complainant for return of the amount received by the promoter on failure of promoter to complete or unable to give possession of the unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. The complainant-allottee has already wished to withdraw from the project and the allottee has become entitled his right under section 19(4) to claim the refund of amount paid along with interest at prescribed rate from the promoter as the promoter fails to comply or unable to give possession of the unit in accordance with the terms of agreement for sale. Accordingly, the promoter is liable to return the amount received by him from the allottee in respect of that unit with interest at the prescribed rate. 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. 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:-***

- 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.*
25. 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 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. 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 section 71 read with section 31(1) of the Act of 2016.

26. The authority hereby directs the promoter to refund the amount received by him i.e., Rs. 52,57,406/- with interest at the rate of 10.70% (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 date of actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

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

27. 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 promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to refund the amount received by him i.e., Rs. 52,57,406/- with interest at the rate of 10.70% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the date of actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.




- 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.

28. Complaint stands disposed of.

29. File be consigned to registry.

  
Sanjeev Kumar Arora  
(Member)

  
Ashok Sangwan  
(Member)

  
Vijay Kumar Goyal  
(Member)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.05.2023



**HARERA**  
GURUGRAM