

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

Complaint no. :	2659 of 2021
Date of filing complaint:	22.07.2021
First date of hearing:	06.09.2021
Date of decision :	12.01.2023

Siddharth Dahiya R/o: A-601, Gulmohar Apartments, CGHS Plot no. 81, Sector 56, Gurugram.	<b>Complainant</b>
Versus	
M/s Vatika Limited address: Vatika Triangle, 4 <sup>th</sup> Floor, Sushant Lok, Phase-I, Block A, Mehrauli-Gurugram Road, Gurgaon-Haryana	<b>Respondent</b>
<b>CORAM:</b>	
Shri Vijay Kumar Goyal	<b>Member</b>
Shri Sanjeev Kumar Arora	<b>Member</b>
<b>APPEARANCE:</b>	
Sh. Vishesh Garg (Advocate)	Complainant
Sh. Pankaj Chandola & Mayank Grover (Advocates)	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 provisions of



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

**A. Unit and project related details**

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

	<b>Heads</b>	<b>Information</b>
1.	Project name and location	"Tranquil Heights Ph.-I" at Sector 82A, Gurgaon, Haryana.
2.	Project area	11.218 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP License	22 of 2011 dated 24.03.2011 valid upto 23.03.2019
5.	Name of the licensee	M/s Ganesh Buildtech Pvt. Ltd. & others, C/o Vatika Ltd
6.	RERA Registered/ not registered	Registered vide no. 359 of 2017 dated 17.12.2017 for area admeasuring 22646.293 sqm. Valid upto 30.04.2021
7.	Unit no.	103,1 <sup>st</sup> floor, building A (page 43D of complaint)
8.	Unit area admeasuring	1645 sq. ft. (super area)
9.	Date of builder buyer agreement	<b>05.05.2015</b> <b>*Note:</b> Taken from the stamp (page 43A of complaint)
10.	Due date of possession	05.05.2019
11.	Possession clause	<b>13. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT</b>  <i>The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said <b>Apartment within a</b></i>



		<i>period of 48 (Forty Eight) months 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 14 to 17 &amp; 37 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 -I 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 off this agreement. <b>Emphasis supplied</b></i>
12.	Total sale consideration	Rs. 1,18,80,190/- [as per SOA dated 05.04.2021 page 94 of complaint]
13.	Amount paid by the complainants	Rs. 25,27,341/- [as per SOA dated 05.04.2021 page 94 of complaint]
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions in the complaint:
  - a. That as the project in question was booked in HSG-020-payment plan (30-70) and thus the complainant paid an initial amount of Rs.6 lacs on 06.11.2013 i.e., at the time of booking of the unit in question. The sales executives of the respondent along with the said agent gave assurance to him that the said project would be constructed and completed within 48 months from the date of booking and the possession of the same would be delivered to the complainant within the stipulated period.



- b. That thereafter on 09.01.2014, the respondent demanded a sum of Rs.10,07,313/- through its demand letter and the said amount was paid through three cheques by the complainant vide his letter dated 03.02.2014. Another demand of Rs.10,07,313/- was made by the respondent vide its letter dated 14.04.2014 for the installment due on 6 months of booking in respect of his booking in "Tranquil Heights" and amount of Rs.9,20,028/- was paid by him through 5 cheques vide his letter dated 28.5.2014 which were duly acknowledged by the respondent. A consolidated receipt was also issued by it in this way, the complainant paid Rs.25,27,341/- approx. 25% of the total cost in lieu of the allotment of the unit in question.
- c. That thereafter the respondent sent an invitation letter for the offer of allotment of unit in Tranquil Heights at Sector 82A Gurgaon vide its letter dated 29.8.2014 and thereafter, an allotment letter was sent by the respondent to the complainant vide its letter dated 16.9.2014 and unit no.103 in Tower A admeasuring 1645 sq. ft. was also allotted to him and the same being a corner + floor PLC and thus Rs.9,87,000/- @ Rs.600/- per sq. ft. were also to be paid by him to it later on.
- d. That the complainant was demanded Rs. 5,03,657/- on account of the installment due on 12 months vide its demand letter dated 16.10.2014. A letter for the execution of builder buyers' agreement in respect of HSG-030-A-103-Phase-1 in Tranquil Heights and 2 sets of the said agreement were sent by the respondent to the complainant which was to be signed by the parties. As per the clause no.13 of the agreements, the



respondent had undertaken to construct the project in question within 48 months from the execution of the said agreement and thus the project was to be delivered by it in Nov. 2017 as per its commitment. After the execution of the agreements in question, one copy was to be retained by him and the other one was to be retained by it.

- e. That the complainant along with his family made several visits at the site but he found that only excavation work has been done and thus on 28.05.2014, he went to the office of the respondent for the inquiry of the construction and completion work of the project in question but no satisfactory reply was given to him by any of its officials and the said agreements were neither executed nor accepted by it on account of default in payment of further amount and when the complainant asked the respondent that he would pay the rest of the amount within time as per construction stage and requested it to execute the agreements in question but its officials refused to do the same on one pretext or the other or for the reasons better known to the respondent and thus both the buyers agreement dated 05.05.2015 were left with the complainant being unexecuted.
- f. That on 19.08.2015, the respondent against sent a reminder for the execution of builder buyers agreement with respect to the unit in question but again on the personal visit of the complainant, it refused to execute the same on account of due payment inspite of the fact that the total price of the unit in question was Rs.1,03,70,080/- out of which approx. 25% amount i.e. Rs.25,27,341/- has already been paid by the



complainant in respect of the allotment of the unit in question and there were no chances of its completion within time but its officials were adamant to execute the said agreements only on the subsequent payments. The respondent even demanded for the payment of the PLC charges of Rs.9,87,000/- @ Rs.600/- per sq. ft. inspite of the fact that the same were to be paid at the time of final stage of the unit in question.

- g. That the respondent has regularly been demanding the payments from the complainant and sent another demand letter for the payment of Rs.17,69,320/- vide invoice dated 15.09.2015 to be payable on or before 29.09.2015. But the complainant was not at all liable for the payment of the same at that time as the construction work over the site in question was too much slow and it was not possible for the respondent to complete the said project within the stipulated period of 48 months and to deliver its possession to the complainant. Even otherwise, there was no infrastructure and building materials over the site in question at the time of visit of the complainant. letter dated 15.9.2015 is attached herewith.
- h. That another reminder dated 13.10.2015 was sent by the respondent to the complainant for the execution of builder buyers agreements dated 05.05.2015 but the same were not executed by the respondent. Another demand letter dated 27.10.2015 asking the complainant for the payment of Rs.18,55,909/- was received by him but when it didn't ready to execute the agreements in question then he has been left with no alternative but to withdraw from the allotment of the unit in



question as there was no development work over the site in question and thus he made an oral request to it for the cancellation of the unit in question and to refund his amount of Rs.25,27,341/- along with interest but its officials instead of cancelling the unit in question, assured him that the subsequent payments will be demanded from him as per the progress of the construction of the project in question.

- i. That thereafter the respondent issued reminders dated 10.12.2015, 22.1.2016 & 16.2.2016 for the execution of the builder buyers agreement and regularly asked the complainant for the payment of the remaining amount vide its letter dated 16.05.2016 vide which he was informed that excavation work has now been started but as the complainant has already requested the respondent to cancel the unit in question and asked for the refund but the respondent have regularly been issued the demand letters dated 20.6.2016, 03.08.2016 and a final opportunity was given to the complainant by the respondent vide its letter dated 02.09.2016 informing the start of foundation work inspite of the fact that after a period of approx. 3 years from the date of booking of the unit in question, it has now going to start the project in question and thus it was totally impossible for it to construct and complete the project in question within the stipulated period of 48 months and thus alone further payment was not made by the complainant and he has been regularly requesting the respondent for his refund along with interest but it kept the matter lingering on. A demand letter of Rs.15,390/- on account of VAT was sent by the respondent vide its letter dated 10.11.2016. Reminders dated



10.12.2015, 22.1.2016, 16.2.2016, letters dated 16.5.2016, 20.6.2016, 3.8.2016, 2.9.2016 along with accounts statement and letter dated 10.11.2016 are attached herewith.

- j. That again he was demanded amount of Rs.32,70,425/- vide its demand letters dated 09.11.2017 and 11.12.2017 and 11.1.2018 and threatened the complainant to remit the said amount within 15 days failing which his allotment would be cancelled and his amount would be forfeited by it. He was again sent account statement dated 24.1.2018, 5.5.2018 and was demanded for the payment vide its letter dated 04.06.2018 inspite of the fact that he has already opted to withdraw from the allotment and asked it for the refund of his entire amount along with interest but its officials time and again threatened him to forfeit his amount for which they have no right to do so and there is no privity of contract between the parties for the said forfeiture of the earnest amount of the complainant. Even otherwise when there was no construction over the site then the complainant was not at all liable to pay the subsequent demanded amount till the stage of subsequent construction. Few photographs of the site have been taken by the complainant on 30.1.2018 wherein only the roof of 3<sup>rd</sup> floor has been casted by the respondent whereas the total numbers of the floors of the project in question were more than 30 and thus an apprehension has been caused in the mind of the complainant that he might be cheated by it and his hard earned money has now been blocked and in any way, he can't be shifted in his own house at Gurugram from Sonipat as per his wishes and plans. Letters dated 09.11.2017, 11.12.2017, 11.01.2018, 24.01.2018,





05.05.2018 and demand letter dated 04.06.2018 and photographs of the spot dated 30.01.2018 are attached herewith.

- k. That the complainant was again served a demand notice dated 14.5.2019 informing him for the casting of 12<sup>th</sup> floor roof slab and he was demanded a sum of Rs.47,29,595/- till that time and thus the complainant finally decided to not to continue with the allotment of the unit in question to be constructed by the respondent in its project known as Tranquil Heights, Sector 82A, Gurugram and thus 10.10.2019, he alongwith his father visited the office of the respondent and complained about the slow progress of construction of the project in question i.e. beyond the stipulated period as per the conditions of the allotment and submitted his withdrawal from the allotment and requested for the refund of his entire amount alongwith interest but the same was not acknowledged by its officials at that time rather the complainant was given an assurance that the matter would be resolved after discussing with their higher authorities but there was no response and the respondent neither cancelled his allotment nor refunded his amount.
- l. That thereafter, a complete closure in the whole country on account of the pandemic of Novel Corona Virus, was imposed by the Govt. of India w.e.f. 25.3.2020 and thus the complainant didn't go to its office personally and inquired about the status of his allotment through telephonically but no satisfactory reply was given on its behalf and the respondent kept the matter lingering on one pretext or the other or for the reasons better



known to it. Thereafter he went to the spot on 14.07.2020 and found that the construction of 11<sup>th</sup> floor has been shown at the site and only a skeleton was standing there without any building material and even no manpower/labor was found there by the complainant and thus he took some photographs on that day of the site in question which are in his custody.

- m. That the complainant was again received another account statement dated 05.4.2021 in respect of the unit in question whereby he was asked to pay Rs.47,17,797/- and thus after taking into consideration of the current status of the project in question, he has been left with no alternative but to withdraw from the allotment of the unit in question by way of its cancellation and to get his entire amount back along with interest from the date of its accrual till date because a period of more than 7 years have since been expired but only the structure having 11<sup>th</sup> floors found in existence without any further development as is being cleared by the photographs of the spot taken by him on 13.6.2021. Hence a legal notice was got served upon the respondent by him through his counsel on 17.6.2021 on its regd. office as well as on its sales office at Sector 83, Gurugram and also through email which were duly served upon the respondent on 18.06.2021 & 19.06.2021 respectively. But inspite of the receipt of the legal notice, it has not taken any initiative in that regard.
- n. That the respondent has not given a single penny to the complainant towards his allotment amount inspite of the request for cancellation dt.10.10.2019 and legal notice



dt.17.6.2021 and is still retaining the said amount illegally and unlawfully and is still pressurizing him to continue with his booking and asked for shift his allotment on its another project. Even otherwise, as per the conditions of registration certificate of the project in question dated 17.11.2017, it is liable to return the amount with interest in case, he wish to withdraw from the project due to discontinuance of its business and also on account of its failure to complete the project and to deliver its possession to him on the stipulated period and thus the complainant has become liable to recover the same alongwith interest from the date of its payment till realization through the present complaint as it is a settled law that non-completion of the project and non-delivery of possession, he can't be made to wait for unreasonably long time and thus it is a fit case for the refund.

- o. That the respondent has played a fraud upon the complainant and has cheated him fraudulently and dishonestly with a false promise to complete the development work over the project site within stipulated period. The respondent has further malafidely failed to implement the buyer's agreement. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency & failure in its service, is filing the complaint against it for the refund of his amount of Rs.25,27,341/- along with interest @ 18% p.a.

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

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



- i. Direct the respondent to refund the amount of Rs. 25,27,341/- alongwith interest @18% p.a. w.e.f. Nov 2013 till date from the respondent to the complainant after the cancellation of the unit in question alongwith compensation.
5. Despite due service and putting in appearance through the counsel of the respondent, it failed to file any written reply and giving several opportunities. So, the same led to striking off its defence.
6. 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:**

7. 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**

8. 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**



9. 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.*

10. 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.
11. 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."*

12. 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. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra)***, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

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

**G.1 Direct the respondent to refund the paid entire amount paid by the complainants.**

13. The complainants booked a unit bearing no. 103, 1<sup>st</sup> floor, building A admeasuring 1645 sq. ft in the above-mentioned project of respondent and the same led to execution of buyers' agreement on 05.05.2015. They paid a sum of Rs. 25,27,341/- to the respondent against the total sale consideration of Rs. 1,18,80,190/- but due to

misrepresentations w.r.t. the project, they did not pay the remaining amount and are seeking refund of the paid-up amount besides interest from the respondent. Section 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.”***

*(Emphasis supplied)*

14. Clause 13 of the buyer's agreement dated 05.05.2015 provides for schedule for possession of unit in question and is reproduced below for the reference:

**13. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT**

*The Developer 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 48 (Forty Eight) months 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 14 to 17 & 37 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 -I or as per the demands raised by the developer from time to time on any failure on the part*

of the Allottee(s) to abide by any of the terms or conditions  
off this agreement. **Emphasis supplied**

15. **Entitlement of the complainants for refund:** The respondent has proposed to hand over the possession of the apartment within a period of 48 months from date of execution of builder buyer's agreement. The builder buyer's agreement was executed *inter se* parties on 05.05.2015 and therefore, the due date of possession comes out to be 05.05.2019.
16. It is not disputed that the complainants are allottees of the respondent having been allotted a unit no. 103, 1st floor, building A admeasuring 1645 sq. ft. of the project known as "Tranquil Heights, Phase I, Sector 82A, Gurugram for a total sale consideration of Rs. 1,18,80,190/-. The respondent in the reply has admitted that the project could not be delivered due to various reasons, and it has filed a proposal for de-registration of the project in question. As of now, there is no progress of project at the site. Thus, the complainants are right in withdrawing from the project and seeking refund of the paid-up amount besides interest as the promoter has failed to raise construction as per the schedule of construction despite demands being raised from them and the project being abandoned.
17. 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***, 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.”*

18. 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 they wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by them in respect of the unit with interest at such rate as may be prescribed.
19. **Admissibility of refund along with prescribed rate of interest:** 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.”*

20. 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.
21. 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., **12.01.2023** is 8.60%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.60%.
22. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 25,27,341/- 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*.

**G.II Litigation expenses & compensation**

23. The complainants are also seeking relief w.r.t. litigation expenses & 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.* (supra), has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 & legal expenses. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of litigation expenses.

**H. Directions of the Authority:**

24. 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:

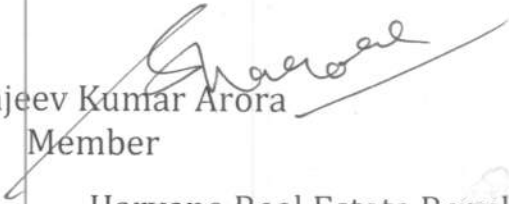
- i. The respondent/promoter is directed to refund the entire amount of Rs. 25,27,341/- paid by the complainants along with prescribed rate of interest @ 10.60% p.a. as prescribed under rule 15 of the rules from the date of each payment till the actual date of refund of the amount.



ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

25. Complaint stands disposed of.

26. File be consigned to the registry.

  
Sanjeev Kumar Arora  
Member

  
Vijay Kumar Goyal  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.01.2023**



**HARERA**  
**GURUGRAM**