

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

**Complaint no.:** 791 of 2020  
**Order reserved on:** 14.09.2023  
**Order Pronounced on:** 19.10.2023

Sh. Akantdeep Punia

**R/o:** - H. No.-502, Tower-5, Sushant Estate, Sector-52, Gurugram-122002 **Complainant**

Versus

Ramprashtha Promoters and Developers

**Regd. Office at:** C-10, C Block, Market, Vasant Vihar, New Delhi- 110057

**Corporate Office at:** - Plot No. 114, Sector-44, Gurugram-122002

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

Member

**APPEARANCE:**

Sh. Sharwan Kumar (Advocate)

Sh. Sougat Sinha (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 26.02.2020 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 unit details, 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.No.	Particulars	Details
1.	Name of the project	"Ramprastha City", Sectors 92, 93 & 95, Gurugram, Haryana
2.	Project area	128.594 acres
3.	Nature of the project	Residential Colony
4.	DTCP license no. and validity status	44 of 2010 dated 09.06.2010 valid upto 08.06.2016
5.	Name of licensee	Ramprastha Housing Pvt Ltd and others
6.	Date of environment clearances	10.05.2019 [As per information obtained by planning branch]
7.	RERA Registered/ not registered	<b>Registered vide no. 13 of 2020 dated 05.06.2020</b>
8.	RERA registration valid up to	31.12.2024
9.	Plot no.	D- 229 (As per page no. 51 of the complaint)
10.	Unit area admeasuring	300 sq. Yds. (As per page no. 51 of the complaint)
11.	Allotment letter	26.07.2013

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		(As per page no. 51 of the complaint)
12.	Date of tri-partite agreement	20.08.2013 (As per page no. 45 of the complaint)
13.	Due date of possession	26.01.2016 (Calculated on the basis of the date of allotment letter i.e., 26.07.2013 in the absence of BBA)
14.	Total sale consideration	Rs.20,10,000/- [As per payment plan page 50 of the complaint]
15.	Amount paid by the complainant	Rs.21,00,000/- [As per receipt information page no. 22 of the complaint]
16.	Occupation certificate /Completion certificate	Not received
17.	Offer of possession	Not offered
18.	Legal Notice sent by the complainant	30.09.2019 [As per page no. 59 of the complainant]
19.	Delay in handing over the possession till date of filing complaint i.e., 26.02.2020	4 years and 1 month

**B. Facts of the case:**

3. The complainant has made the following submissions: -

- I. That the parents of the complainant booked a plot no. 229 admeasuring 300 sq. yds. vide receipt no. 297 dated 17.08.2006 in Ramprastha City, Sector 92, 93 and 95, Gurugram and made a payment of Rs.21,00,000/- against total sale consideration of Rs.20,10,000/-.



- II. That the mother of the complainant died intestate on 16.08.2009 and the allotment of the plot transferred on 18.04.2012 in the name of the complainant after his mother's death.
- III. That the complainant submitted all the documents related to the transfer to the respondent and a new plot buyer's agreement was executed between the parties. On 26.07.2013, the complainant received a 'Welcome Letter' and 'Allotment Letter' for plot no. 229 admeasuring 300 sq. yds. in Ramprastha City, sector-92, 93 and 94, Gurugram. As per the signed agreement, the developer was to hand over the possession of the plot within 36 months from the signing the agreement i.e., 26.07.2016.
- IV. That he followed up repeatedly with the respondent between July, 2016 to July, 2019 via email and calls but to no avail. The complainant visited the representative of the promoter on 01.07.2019 to find out about updates and take possession for his plot but the representative of the respondent verbally informed him that the booked plot has been allotted to some other person without any notice and knowledge of the complainant.
- V. That having no other option, the complainant accepted to take physical possession of a revised plot no. 224, measuring 300 sq. yds for the same project in Ramprastha City, Sector 92, 93 and 95, Gurugram as determined by the promoter . The promoter also made an excuse about revision of layout of the project and forced the complainant to sign an 'undated letter' of plot revision and thereafter forcefully took the original documents of the complainant and without his consent added a re-endorsement stamp to the welcome letter and allotment letter to the new plot D-224 on July 1, 2009.

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Thereafter, showing their nefarious intent, the promoter's representative asked the complainant to pay extra money varying between Rs.20,00,000/- to Rs.40,00,000/- and to sign new agreement. The respondent was demanding variable amounts despite the fact that the entire sale consideration amount of the plot including the other charges had already been deposited with the promoter.

- VI. A tri-partite agreement was executed between the complainant, the respondent and Ramprastha Estates Private Limited on 20.08.2013 stating that the booking amount paid by the complainant to Ramprastha Estates Private Limited in respect of the unit shall be adjusted and considered to be payment by the complainant towards amounts payable for the unit.
- VII. That the complainant through his counsel sent a legal notice dated 30.09.2019 to the respondent at its address by stating that to refund the paid amount along with interest from the date of depositing full and final payment till its realization along with compensation but the respondent neither refunded the amount nor handed over the physical possession of the plot till date. The said legal notice was duly served upon the respondent at its address.
- VIII. That despite receiving the legal notice dated 30.09.2019, the respondent neither replied the legal notice nor handed over the physical possession of the plot to the complainant till date.

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

4. The complainant has sought following relief(s):
- Direct the respondent to refund the amount paid by them along with interest @ 18% p.a., from date of payments till its realization.

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- ii. Direct the respondent to pay compensation of Rs.10,00,000/- for causing undue harassment, mental and physical agony and financial losses to the complainant.
  - iii. Direct the respondent to pay an amount of Rs.1,00,000/- to the complainants as cost of present litigation.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

6. The respondent has contested the complaint on the following grounds:
- i. That at the very outset, it is most respectfully submitted that the complaint filed by the complainant is not maintainable and this authority has no jurisdiction whatsoever to entertain the present complaint due to lack of cause of action.
  - ii. **Complainant is not a genuine buyer:**
    - a. The petitioner knowingly invested in an undeveloped land in a futuristic area where on the date of investment by the complainant, even the zoning plans were not sanctioned by the government. It is understood that the applicants are educated and elite individuals and had complete understanding of the fact that unless zoning plans have been approved their investment is in the shape of an undeveloped agricultural land; however as and when zoning plans have been approved, it will be possible to implement the development of a residential plotted colony in the area and the investment of the complainant will appreciate substantially. This clearly shows that the complainant had sheer commercial motives. It is submitted that an

investor in a futuristic undeveloped plot cannot be said to be a genuine buyer by any standards.

- b. That this is a case where the complainant has booked a plot admeasuring 300 sq. yds. in the future potential project of the respondent in the year 2006 against which a tentative registration was issued vide receipt no. 297 dated 17.08.2006 after a payment of Rs.21,00,000/- and accordingly an allotment letter dated 18.04.2012 was issued by the respondent towards a future potential project of the respondent. The complainant has been made clear about the terms and conditions at the time of booking of the plot itself.
- c. That the statement of objects and reasons as well as the preamble of the said Act categorically specify the objective behind enacting the said Act to be for the purpose of protecting the interests of consumers in the real estate sector. However, the present complainant cannot be termed as a consumer or a genuine buyer in any manner within the meaning of Consumer Protection Act or the RERA. The present complainant is only a speculative investor in the present project who has purchased the present property for the purposes of investments/commercial gain. The present complaint is a desperate attempt of the complainant to harass the respondents and to harm the reputation of the respondents.
- iii. **That the default is delivery of possession of property is due to default on the part of the complainant**
- A. That due to lackadaisical attitude of the complainant along with several other reasons beyond the control of the respondent as cited by the respondent which caused the present unpleasant situation. That as already admitted by the complainant even when the



demand letters/e-mail dated 01.08.2019 and 09.05.2019 for the defaulting balance amount was requested to be paid by the complainant to the respondent, the complainant has clearly failed to do so. That it is due to the default of the complainant, in clear terms, that a revised builder buyer agreement concerning to plot 224, Ramprastha City, Sector 92, 93 and 94, Gurugram could not be executed. It was specifically made clear vide the same e-mails that the amount already paid by the complainant to the tune of Rs.21,00,000/- was only basic sale price and not the actual amount payable against the said plot.

- B. That further, even when an allotment letter dated 01.07.2019 against plot no. 224, Ramprastha City, Sector 92, 93 and 95, Gurugram was issued by the respondent to the complainant, the complainant never disputed for the same.
- C. If any objections to the same was to be raised the same should have been done in a time bound manner while exercising time restrictions very cautiously to not cause prejudice to any other party. The complainant herein cannot now suddenly show up and thoughtlessly file a complaint against the respondent on its own whims and fancies by putting the interest of the builder and the several other genuine allottees at stake. If at all, the complainant had any doubts about the project, it is only reasonable to express so at much earlier stage. Further, filing such complaint after lapse of such a long time at such an interest only raises suspicions that the present complaint is only made with an intention to arm twist the respondent. The entire intention of the complainant is made crystal clear with the present complaint and concretes the status of

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the complainant as an investor who merely invested in the present project with an intention to draw back the amount as an escalated and exaggerated amount later.

D. That it is submitted herein that the complainant has concealed its own inactions and defaults since the very beginning. The complainant has deliberately concealed the material fact that the complainant is at default due to non-payment of several installments within the time prescribed, which has also resulted into delay payment charges/ interests.

E. That this conduct of the complainants itself claims that the complainant is mere speculative investor who has invested in the property to earn quick profits and due to the falling & harsh real estate market conditions, the complainants are making a desperate attempt herein to quickly grab the possession along with high interests on the basis of concocted facts.

F. Further in a desperate attempt to bring forth a legal action against the respondent the complainant herein has generated certain fabricated documents in order to support their false contentions.

iv. **No default has occurred on the part of the respondents**

i. That further the reasons for delay are solely attributable to the regulatory process for approval of layout which is within the purview of the Town and Country Planning Department. The complaint is liable to be rejected on the ground that the complainant had indirectly raised the question of approval of zoning plans which is beyond the control of the respondent and outside the purview of consumer courts and in further view of the fact the complainants had knowingly made an investment in a

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future potential project of the respondent. The reliefs claimed would require an adjudication of the reasons for delay in approval of the layout plans which is beyond the jurisdiction of this Authority and hence the complaint is liable to be dismissed on this ground as well.

- ii. That further the respondent has applied for the mandatory registration of the project with the authority but however the same is still pending approval on the part of the authority. However, in this background it is submitted that by any bound of imagination the respondent cannot be made liable for the delay which has occurred due to delay in registration of the project under the Act of 2016. That since there was delay in zonal approval from the DGTCP the same has acted as a causal effect in prolonging and obstructing the registration of the project under the Act of 2016 for which the respondent is in no way responsible. That the approval and registration is a statutory and governmental process which is way out of power and control of the respondent.
- iii. There is no averment in the complaint which can establish that any so called delay in possession could be attributable to the respondent as the finalization and approval of the layout plans has been held up for various reasons which have been and are beyond the control of the respondent including passing of an HT line over the layout, road deviations, depiction of villages etc. which have been elaborated in further detail herein below. The complainants while investing in a plot which was subject to zoning approvals were very well aware of the risk involved and had voluntarily accepted the same for their own personal gain. There is no

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averment with supporting documents in the complaint which can establish that the respondent had acted in a manner which led to any so called delay in handing over possession of the said plot.

- iv. The respondent is owner of vast tracts of undeveloped land in the revenue estate of Village Basai, Gadauli Kalan and falling within the boundaries of Sector 37C and 37D Gurugram also known as Ramprastha City, Gurugram.
- v. That when the complainant had approached the respondent, it was made unequivocally clear to the complainant that a specific plot cannot be earmarked out of large tracts of undeveloped and agricultural land; and ii) specific plot with preferred location can be demarcated only when the government releases the zoning plans applicable to the area Village Basai, Gadauli Kalan, Gurugram. It was on this basic understanding that a preliminary allotment was made in favour of the complainant. On the date of the receipt of payment, the said preliminary allotment was nothing more than a payment towards a prospective undeveloped agricultural plot of the respondent.
- vi. That the delay has occurred only due to unforeseen and untraceable circumstances which despite of best efforts of the respondent hindered the progress of construction, meeting the agreed construction schedule resulting into unintended delay in timely delivery of possession of the plot for which respondent cannot be held accountable. However, the complainants despite having knowledge of happening of such Force Majeure eventualities and despite agreeing to extension of time in case the delay has occurred as a result of such eventualities has filed this

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frivolous, tainted and misconceived complaint in order to harass the respondent with a wrongful intention to extract monies.

7. 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 parties.

**E. Jurisdiction of the authority:**

8. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

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

**E.II Subject matter jurisdiction**

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

**Section 11**

.....  
(4) 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.

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 complainant at a later stage.

9. 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 and followed in ***M/s Sana Realtors Private Limited & others V/s Union of India & others 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."*

10. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the aforementioned matter, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

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

**F.I Objection regarding complainant being investor:**

11. The respondent has taken a stand that the complainant is an investor and not consumer. Therefore, he has not entitled to the protection of the Act and are not entitled to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumers of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumers of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of all the documents placed on file, it is revealed that the complainant is buyer and paid total price of Rs.21,00,000/- to the promoter towards purchase of an apartment in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:



*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the application for allotment, it is crystal clear that the complainant is allottee as the subject unit was allotted to him by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottees being investors are not entitled to protection of this Act also stands rejected.

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

12. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as mandatory RERA registration, approval of layout plans including passing of an HT line over the layout, road deviations, depiction of villages and non-payment of instalment by different allottees of the project but all the pleas advanced in this regard are devoid of merit. The agreement to sell was executed between the parties on 20.08.2013 and the events taking place such as approval of layout plans, road deviations and depiction of villages do not have any impact on the project being developed by the respondent. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

#### **G. Findings on relief sought by the complainant:**

**G.I Direct the respondent to refund the entire amount i.e., Rs.21,00,000/- to the complainant along with 18% interest from the date of respective payments till its complete realization.**

13. The complainant submits that vide receipt dated 17.08.2006, the other of the complainant had paid an amount of Rs.21,00,000/- to the respondent/promoter and the same was confirmed by the respondent and promised the allotment of a plot admeasuring 300 sq. yards. in any of the future project of the respondent company located in Gurugram and another receipt has been issued in the name of the complainant dated 25.04.2012 for the aforementioned paid up amount as the unit has been transferred in the name of the complainant on 18.04.2012 on the demise of his mother. Despite repeated follow up by complainant with the respondent /promoter vide telephonic conversations and email between July, 2016 to July 2019 and visit to the office of the respondent on 01.07.2019, the respondent has not finalized anything regarding specify the said project till date. The complainant through his counsel even sent a legal notice on 30.09.2019 to the respondent to refund the paid amount along with the interest till its realization along with the compensation but the respondent neither refunded the amount nor handed over the possession. The complainant due to the neglectful behaviour of the respondent filed the present complaint pleading for refund along with interest before this authority.
14. In the present complaint, the complainant intends to withdraw from the project and is seeking refund of the amount paid by him in respect of subject unit along with interest at the prescribed rate as provided under section 18(1)(b) of the Act. Sec. 18(1)(b) 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)**

15. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by him at the prescribed rate of interest 18%. However, the allottee is seeking refund of the amount paid by her with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:
16. 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.
17. 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., 19.10.2023 is **8.75%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.75%**.
18. The authority after considering the facts stated by the parties and the documents placed on record is of the view that the complainant is well within his right for seeking refund under section 18(1)(a) of the Act, 2016.

19. The instant matter falls in the category where the promoter has failed to allot a plot/unit as detailed in the allotment letter dated 26.07.2013 despite receipt of Rs.21,00,000/- made in the year 2006. So, the case falls under section 18(1)(a) of the Act of 2016.
20. In the instant matter, even after lapse of 4 years from the date of payment till the filling of complaint, no buyer's agreement has been executed inter-se parties. The respondent fails or surrender his claim w.r.t. the alleged date, the authority in a rightful manner can proceed in the light of judicial precedents established by higher courts. When the terms and conditions exchanging (agreement) between parties omits to specify the due date of possession the reasonable period should be allowed for possession of the unit or completion of the project.
21. In view of the above-mentioned reasoning, the date of booking is to be treated as provisional allotment letter, ought to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the unit comes out to be 26.01.2016.
22. Moreover, the authority observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***
- ".... The occupation certificate is not available even as on date, which **clearly amounts to deficiency of service.** The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*
23. 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 provisional

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allotment letter 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.

24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1)(a) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by him at the prescribed rate of interest i.e., @ 10.75% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**H. Directions of the authority:**

25. 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/promoter is directed to refund the amount i.e., Rs.21,00,000/- received by it from the complainant along with interest at the rate of 10.75% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.

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- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
  - iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of paid-up amount along with interest thereon to the complainant, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainant.
26. Complaint stands disposed of.
27. File be consigned to registry.

  
**(Vijay Kumar Goyal)**  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.10.2023

**HARERA**  
GURUGRAM