

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

Complaint no. : 6737 of 2022  
First date of hearing: 01.02.2023  
Date of decision : 06.10.2023

1. Anjali Singh Girotra  
2. Raman Girotra  
Both RR/o: - Villa-3, Parsvnath Greenville, Sohna Road,  
Sector-48, Gurgaon, Haryana - 122018

**Complainants**

**Versus**

M/s Raheja Developers Limited.  
**Regd. Office at:** 317, Third Floor, Raheja Mall, Sector-47,  
Sohna Road, Gurgaon-122001

**Respondent**

**CORAM:**

Shri Sanjeev Kumar Arora

**Member**

**APPEARANCE:**

Complainant in Person  
None

Complainants  
Respondent

**ORDER**

1. The present complaint dated 26.10.2022 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the 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 unit details, sale consideration, the amount paid by the complainants, 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	"Raheja Revanta", Sector 78, Gurugram, Haryana
2.	Project area	18.7213 acres
3.	Nature of the project	Residential group housing colony
4.	DTCP license no. and validity status	49 of 2011 dated 01.06.2011 valid up to 31.05.2021
5.	Name of licensee	Sh. Ram Chander, Ram Sawroop and 4 Others
6.	RERA Registered/ not registered	Registered vide no. 32 of 2017 dated 04.08.2017
7.	RERA registration valid up to	5 Years from the date of revised Environment Clearance
8.	Unit no.	B-094, 9th floor, Tower- B (page no. 21 of complaint)
9.	Unit area admeasuring	2147.96 sq. ft. (page no. 21 of complaint)
10.	Allotment Letter	25.10.2013 (page no. 15 of complaint)



11.	Date of execution of agreement to sell	25.10.2013 (page no. 17 of complaint)
12.	Possession clause	<b>4.2 Possession Time and Compensation</b> <i>That the Seller shall sincerely endeavor to give possession of the Unit to the purchaser <b>within</b> thirty-six (36) months in respect of 'TAPAS' Independent Floors and forty eight (48) months in respect of 'SURYA TOWER' from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road sewer &amp; water in the sector by the Government, but subject to force majeure conditions or any Government/ Regulatory authority's action, inaction or omission and reasons beyond the control of the Seller. <b>However, the seller shall be entitled for compensation free grace period of six (6) months in case the construction is not completed within the time period mentioned above. The seller on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Unit to the Purchaser for this occupation and use and subject to the</b></i>



		<p><i>Purchaser having complied with all the terms and conditions of this application form &amp; Agreement To sell. In the event of his failure to take over and /or occupy and use the unit provisionally and/or finally allotted within 30 days from the date of intimation in writing by the seller, then the same shall lie at his/her risk and cost and the Purchaser shall be liable to compensation @ Rs.7/- per sq. ft. of the super area per month as holding charges for the entire period of such delay..... "</i></p>
13.	Grace period	<p><b>Allowed</b></p> <p>As per clause 4.2 of the agreement to sell, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 48 months plus 6 months of grace period. It is a matter of fact that the respondent has not completed the project in which the allotted unit is situated and has not obtained the occupation certificate by May 2016. As per agreement to sell, the construction of the project is to be completed by May 2016 which is not completed till date. <b>Accordingly, in the present</b></p>

		<b>case the grace period of 6 months is allowed.</b>
14.	Due date of possession	25.04.2018  (Note: - 48 months from date of agreement i.e., 25.10.2013 + 6 months grace period)
15.	Basic sale consideration as per payment plan on page no. 51 of complaint	Rs.2,26,38,956/-
16.	Total sale consideration as per applicant ledger dated 01.07.2020 page no. 60 of complaint	Rs. 2,38,45,248/-
17.	Amount paid by the complainants as per applicant ledger dated 01.07.2020 page no. 60 of complaint	Rs.1,49,81,825/-
18.	Occupation certificate /Completion certificate	Not received
19.	Offer of possession	Not offered

### B. Facts of the complaint

3. The complainants have made the following submissions: -
4. That the complainants applied for allotment of unit no. B-094 in Raheja's Revanta project on 22.07.2013.
5. That since allotment, complainants have faced harassment as exhibited by the developer's self-centred approach and insensitive attitude towards the complainants on numerous occasions for more than nine

- years. As the cheque of the complainants dated 22.7.2013 was bounced as it was irregularly drawn (cheque could not be issued for an amount of ₹ 10 lakhs and above) vide email dated 1 Aug 2013 from Mr Asim Singhal, we were levied interest of ₹ 5562/- despite reassurance twice from Ms Shikha Singh vide email dated 30 Aug 2013 and 2 Nov 2013.
6. Then respondent lost the two replacement cheques -922450 & 922452, dated 1 Aug 2013, which they claimed to have been lost by the bank but the respondent treated them as dishonoured and levied an interest ₹13,719/- on the same which was later reversed after a lot of discussion over phone.
  7. That when first instalment of the loan from HDFC was delayed owing to delay in fixing pendency's by the respondent vide email dated 19 Nov 2013 from Mr Hari Om Sharma, HDFC sales complainants were informed by Ms Shikha Singh over phone that it was our responsibility to get loan amount disbursed from HDFC by the due demand date else the developer had the right to cancel the booking & forfeit the entire amount paid by complainants till then.
  8. That as per clause number 4.2 on page 15 of the agreement to sell the builder conveniently chose not to strike off 48 month timeline and select 36 month plus grace period of 6 months as the timeline for the completion of project, thus creating ambiguity despite the reassurance that it would be done before notarisation upon our insistence for clear documentation of the same as our decision to book the apartment was based on information shared with us by Mr Naveen Behal, sales team at the time of booking.
  9. Then the builder raised a demand of Rs. 62, 61,702/- on 15 Apr 2017 as the sixth instalment which was supposed to be demanded upon completion of structure which was nowhere near completion i.e.

construction had reached only 48th floor. A day after we received demand letter, we spoke to Ms Aditi Chauhan regarding the matter, and finally got a response from Ms Payal Gupta wherein we were reassured that milestone completion would be substantiated with visuals; and demand would only be payable once we verified the same physically or from the visuals.

10. That it was shocking fact that HDFC limited prepared the demand draft to be paid to Raheja developers, and intimated complainants to collect the same despite the fact that they are supposed to verify the facts before releasing any payment. Finally, we wrote to HDFC Ltd that disbursement was not needed as the builder had raised the demand erroneously, and then the disbursement cheque was cancelled vide email dated 2 may 2017.
11. That the complainants have been paying interest to HDFC on the same till date i.e., for 67 months as the structure of surya tower B is still incomplete.
12. Then it was the matter of VAT wherein customer care wrote to us again to pay the amount for VAT vide email dated 5 Oct 2017 whereas it had already been reflecting as adjusted against the excess amount lying with Raheja builders in the SOA from Ms Payal Gupta vide email dated 7 Nov 2016 and subsequently reconfirmed by Ms Aditi Chauhan vide email dated 19 Jul 2017.
13. On 9 Oct 2017, Ms Aditi Chauhan wrote that excess amount lying with the builder would be adjusted against VAT, and reassured us that confirmation would be sent in next 2-3 working days whereas she had previously confirmed in her email dated 19 Jul 2017 that it had already been adjusted. But she never responded back despite our reminder emails on 13 and 16 Oct 2017.

14. That Mr Asim Singhal wrote to complainants to pay the due payment against VAT charges vide email dated 16 Oct 2017, and without contesting the matter further we made payment. But the matter didn't end there, issues regarding VAT remained unresolved re email dated 1 Oct 2018 as the SOA showed discrepancy between what was done and what was communicated to us.
15. That the respondent erroneously raised sixth instalment of Rs 62,61,702 with accrued interest of Rs. 17,49,798 was reflecting in the SOA dated 1 Oct 2018 and sought explanation for the same. We were told that it was a system generated statement which could not be rectified till the due demand was paid, and we need not worry about the interest component as it would be waived off at the time of paying said instalment. This was followed by a mobile phone communication in the first week of January that the structure of tower B was complete, and that we should go ahead with paying the sixth instalment to which we responded over email dated 9 Jan 2019 to arrange for site visit to verify the same. As there was no response, we visited the site on 27 Jan 2019, and found out that the structure of Tower B was still incomplete, and communicated the same to builder ref email dated 30 Jan 2019. Then we got a response from the customer care on 2 Feb 2019 which stated that structure was expected to be completed by Apr 2019 post which demand would be raise.
16. That since then, we have been receiving calls from the builder to pay the outstanding balance i.e., sixth instalment vide email dated 19 Mar 2019 and 9 May 2019 with builder then responding with apologies for the same and reassuring us of no such incidents in the future vide email dated 23 May 2019 and 10 May 2019 . But such calls continued till Jan 2021 and then, on one of our visits to the project site to see the progress,



Mr Mohit Kalia told us about the offer from the builder to upgrade to a bigger unit at a discounted rate. We shared with him our bitter experiences with the developer.

17. That finally, on 29 Apr 2021, we wrote to the builder seeking refund of our money along with the interest at the rate which is at par with what they levies on the customer for delayed payment and then, we got a response the same day proclaiming our discomfiture as slight, requesting us to reconsider our decision of cancellation of unit, and informing us that builder shall compensate for the delay in delivery as per agreement to sell/RERA as a token of apology though the sector is facing serious issues of inadequate infrastructure development from concerned government authorities.

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

18. The complainants have sought following relief(s).

- i. Direct the respondent to refund of Rs.1,49,81,825/- with interest @18% per annum.
- ii. Direct the respondent to pay the cost of litigation.

19. The respondent/promoter put in appearance through its Advocate and marked attendance on 01.02.2023, 08.09.2023 respectively. Despite specific directions, it failed to comply with the orders of the authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding to file written reply. Therefore, in view of order dated 08.09.2023, the defence of the respondent was struck off.

20. 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 submissions made by the complainants.

**D. Jurisdiction of the authority**

21. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**D.I Territorial jurisdiction**

22. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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.

**D.II Subject-matter jurisdiction**

23. 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.*

24. 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.

25. 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 Private Limited & other Vs 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."*

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

**E. Findings on the relief sought by the complainants.**



- i. Direct the respondent to refund of Rs.1,49,81,825/- with interest @18% per annum.

27. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest 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."*

*(Emphasis supplied)*

28. As per clause 4.2 of the agreement to sell dated 25.10.2013 provides for handing over of possession and is reproduced below:

**4.2 Possession Time and Compensation**

*That the Seller shall sincerely endeavor to give possession of the Unit to the purchaser **within** thirty-six (36) months in respect of 'TAPAS' Independent Floors **and forty eight (48) months in respect of 'SURYA TOWER' from the date of the execution of the Agreement to sell** and after providing of necessary infrastructure specially road sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/ Regulatory authority's action, inaction or omission and reasons beyond the control of the Seller. **However, the seller shall be entitled for compensation free***



***grace period of six (6) months in case the construction is not completed within the time period mentioned above. The seller on obtaining certificate for occupation and use by the Competent Authorities shall hand over the Unit to the Purchaser for this occupation and use and subject to the Purchaser having complied with all the terms and conditions of this application form & Agreement To sell. In the event of his failure to take over and /or occupy and use the unit provisionally and/or finally allotted within 30 days from the date of intimation in writing by the seller, then the same shall lie at his/her risk and cost and the Purchaser shall be liable to compensation @ Rs.7/- per sq. ft. of the super area per month as holding charges for the entire period of such delay....."***

29. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to providing necessary infrastructure specially road, sewer & water in the sector by the government, but subject to force majeure conditions or any government/regulatory authority's action, inaction or omission and reason beyond the control of the seller. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in making payment as per the plan may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such a clause in the agreement to sell by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such a mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

**30. Due date of handing over possession and admissibility of grace period:** As per clause 4.2 of the agreement to sell, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 48 months plus 6 months of grace period, in case the construction is not complete within the time frame specified. It is a matter of fact that the respondent has not completed the project in which the allotted unit is situated and has not obtained the occupation certificate by May 2016. However, the fact cannot be ignored that there were circumstances beyond the control of the respondent which led to delay in completion of the project. Accordingly, in the present case the grace period of 6 months is allowed.

**31. Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund of the amount paid by them at the 18% rate of interest. However, the allottee intends to withdraw from the project and are seeking refund of the amount paid by them 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.*

**32.** 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.

33. 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., 06.10.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.
34. On consideration of the circumstances, the documents, submissions and based on the findings of the authority regarding contraventions as per provisions of rule 28(1), the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 4.2 of the agreement to sell executed between the parties on 25.10.2013, the possession of the subject unit was to be delivered within a period of 48 months from the date of execution of buyer's agreement which comes out to be 25.10.2017. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over of possession is 25.04.2018.
35. Keeping in view the fact that the allottee/complainants wish 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 plot 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.
36. The due date of possession as per agreement for sale as mentioned in the table above is **25.04.2018** and there is delay of 4 years 6 months and 1 day on the date of filing of the complaint. The authority has further, observes that even after a passage of more than 4 years till date neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottees by the respondent /promoter. The authority is of the view that the allottees cannot be

expected to wait endlessly for taking possession of the unit which is allotted to them and for which they have paid a considerable amount of money towards the sale consideration. Further, the authority observes that there is no document place on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. In view of the above-mentioned fact, the allottee intends to withdraw from the project and is well within the right to do the same in view of section 18(1) of the Act, 2016.

37. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent /promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

*".... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*

38. 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."*

39. 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.
40. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants are entitled to refund of the entire amount paid by them 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*.



ii. Direct the respondent to pay the cost of litigation.

41. The complainants are seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (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.

**F. Directions of the authority**

42. 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.1,49,81,825/- received by it from the complainants 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.



- 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 the paid-up amount along with interest thereon to the complainants and even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of allottee-complainants.

43. Complaint stands disposed of.

44. File be consigned to registry.

  
(Sanjeev Kumar Arora)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.10.2023