

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

**Date of decision: 22.11.2023**

**CR/2507/2022 Filed on: - 07.06.2022, CR/6419/2022 Filed on: - 30.09.2022**

NAME OF THE BUILDER		M/S REVITAL REALITY PRIVATE LIMITED.	
PROJECT NAME		"THE VALLEY"	
S. No.	Case No.	Case title	Appearance
1.	CR/2507/2022	Sunil Jogpal VS Revital Reality Private Limited	Shashi Kant Sharma Advocate (Complainant) Bhrihu Dhama Advocate (Respondent)
2.	CR/6419/2022	Vikas Kumar VS Revital Reality Private Limited	Charu Rastogi Advocate (Complainant) Bhrihu Dhama Advocate (Respondent)

**CORAM:**

Ashok Sangwan

**Member**

**ORDER**

1. This order shall dispose of both the complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "The Valley" (affordable group housing colony) being developed by

the same respondent/promoter i.e., M/s Revital Reality Private Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of refund the entire amount along with interest and the compensation.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>"The Valley" Sector- 78, Gurugram.</b>
<b>Possession clause</b>	<p><b>8. POSSESSION OF THE APARTMENT:</b></p> <p><b>8.1 Schedule for possession of the Apartment -</b></p> <p><b>8.1.1.</b> <i>The Promoter agrees and understands that timely delivery of possession of the Apartment along with the Parking Space, if any, to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, as provided under the Act and Rule 2(1)(1) of the Rules, 2017, is the essence of the Agreement.</i></p> <p><b>8.1.2.</b> <i>The Promoter assures to hand over possession of the Apartment along with Parking Space (if any) within 4 (four) years from the date of approval of building plans or grant of environmental clearance certificate, whichever is later, unless there is delay or failure due to any causes attributable to the Allottee, including but not limited to timely payment against the said Apartment as per the Payment Plan, or any of the causes covered under the Force Majeure conditions as defined under this Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.</i></p> <p style="text-align: right;"><b>(Emphasis supplied)</b></p>
<b>Occupation certificate:</b>	<b>- Not obtained</b>
<b>Due date of possession</b>	<p><b>29.01.2024</b></p> <p>[Note: - Calculated from date of approval of environment clearance i.e., 29.07.2019 as per policy, of 2013, which comes out to be 11.10.2022 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]</p>

S. No	Complaint No.	Reply Status	Unit No.	Date of allotment	Date of execution of flat buyer's agreement	Total Consideration (TC), Basic sale price (BSP) & Total Amount paid by the complainant (AP)
1.	CR/2507/2022	15.02.2023	0503, 5 <sup>th</sup> floor, tower/block-A,  (Page no. 24 of the complaint)	02.03.2019  (Page no. 17 of the complaint)	13.08.2021	TC: Rs.26,27,500/- (As per payment plan at page no. 48 of the complaint)  AP: Rs.2,62,750/- (As per payment receipts on page 17-18 of the complaint)
2.	CR/6419/2022	12.07.2023	106, tower/block-G, (Page no. 17 of the complaint)	02.03.2019  (Page no. 17 of the complaint)	Not executed	TC: Rs.22,09,500/- (As per offer of allotment letter at page no. 17 of the complaint)  AP: Rs.5,52,375/- (As per complainant's bank statement at page no. 20 & 24 of the complaint)

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the flat buyer's agreement executed between the parties in respect of said units for not handing over the possession by the due date, seeking award of refund the entire amount along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure

compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/2507/2022 Sunil Jogpal VS Revital Reality Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua refund of the entire amount along with interest and compensation.

**A. Project and unit related details**

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

**CR/2507/2022 Sunil Jogpal VS Revital Reality Private Limited.**

S.N.	Particulars	Details
1.	Name of the project	"The Valley" Sector- 78, Gurugram
2.	Project area	9.0625 area
3.	Nature of project	Affordable Group Housing Project
4.	RERA registered/not registered	Registered vide no. 20 of 2018 dated 23.10.2018
5.	RERA registration valid upto	31.10.2022
6.	DTPC License no.	45 of 2018 dated 29.06.2018 valid upto 28.06.2023
7.	Name of licensee	Revital Reality Pvt. Ltd. & others
8.	Unit no.	0503, 5 <sup>th</sup> floor, tower/block- A/A, (Page no. 24 of the complaint)
9.	Area admeasuring	804 sq. ft
10.	Date of execution of flat buyer's agreement	13.08.2021
11.	Offer of allotment letter	02.03.2019 (Page no. 17 of the complaint)
12.	Possession clause	<b>8. POSSESSION OF THE APARTMENT:</b>



		<p><b>8.1 Schedule for possession of the Apartment -</b></p> <p><b>8.1.1.</b> The Promoter agrees and understands that timely delivery of possession of the Apartment along with the Parking Space, if any, to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, as provided under the Act and Rule 2(1)(1) of the Rules, 2017, is the essence of the Agreement.</p> <p><b>8.1.2.</b> The Promoter assures to hand over possession of the Apartment along with Parking Space (if any) within 4 (four) years from the date of approval of building plans or grant of environmental clearance certificate, whichever is later, unless there is delay or failure due to any causes attributable to the Allottee, including but not limited to timely payment against the said Apartment as per the Payment Plan, or any of the causes covered under the Force Majeure conditions as defined under this Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.</p>
13.	Due date of possession	<p>29.01.2024</p> <p>[Note: - As per clause 1(IV) "<b>commencement period</b>" shall mean the date of obtainment of all the government sanctions and permissions including environmental clearance. Calculated from date of approval of environment clearance i.e., 29.07.2023 as per policy, of 2013, which comes out to be 29.07.2023 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]</p>

14.	Date of approval of building plans	11.10.2018 [as per information obtained by the planning branch]
15.	Date of approval of environment clearance	29.07.2019 (Page no. 17 of the reply)
16.	Total sale consideration	Rs.26,27,500/- (As per payment plan at page no. 48 of the complaint)
17.	Total amount paid by the complainant	Rs.2,62,750/- (As per per payment receipts on page 17-18 of the complaint)
18.	Occupation certificate	Not obtained

**B. Facts of the complaint**

8. The complainant has made the following submissions in the complaint: -
- I. That the respondent in March 2021 through its agent/sales person approached the complainant for the purchase of a unit/flat in its project named "The Valley" at Sector 78 Gurugram for a total sale consideration of Rs.26,27,500/-.
  - II. That the respondent made the complainant believes that the work/construction of the project has started and it will be finished within a period of 4 years from the date of approval of building plans or grant of environmental clearance. Relying on the representation of timely completion of project made by the respondents, the complainant agreed to purchase a unit/flat and paid their hard earned money to the tune of Rs.1,31,375/- as advance on 03.07.2021 plus Rs.2,60,000/- as cash for confirmed allotment and same was withdrawn from the account of complainant and father of the applicant/complainant on 03.07.2021 & 02.07.2021.
  - III. That, in pursuance thereof, a builder buyer agreement was executed between the parties on 13.08.2021, vide which a unit bearing no. A-503,



5th floor, Tower-A was allotted in his favour by the respondent. Thereafter, a payment of Rs.1,31,375/- was made by the complainant on 05.09.2021.

- IV. That the complainant has applied for home loan in multiple nationalize banks but unfortunately all the nationalize banks has refused the home loan applications and they have given reason that the project profile of the respondent is totally negative and they are not in position to give home loan on this project to complainant. Further, the complainant has also applied home loan with NBFC banks but these banks also refused the home loan of complainant due to negative profile of the project. One of Bank i.e. Hinduja Housing Finance sent an email dated 06.04.2022 in which they have clearly mentioned that the project of the respondent is totally negative.
- V. That as per the booking, the complainant has been regularly paying the amount as per the invoice/demand made by the respondent from time to time. However, from the date of booking to till today, there were absolutely no progresses on the project. Moreover there was no response from the respondent for the enquiry and mails of complaint about the date of handing over of the unit.
- VI. That as on datem, the profile of the respondent is negative and the sister concern company of the respondent has been declared as insolvent. Therefore, the complainant had no choice but to send an email for surrendering the flat on 06.04.2022.
- VII. That the booking application form is nothing but a contract and in the aforesaid facts and circumstances, the non-performance of the contract by one party entitles the other the right to terminate the contract and only on this ground, the respondent is liable to refund the amount paid along

with all other consequential payments including interests and compensation.

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

9. The complainant has sought the following relief(s)
- Direct the respondent to refund the paid-up amount along-with prescribed rate of interest.

**D. Reply by the respondent.**

10. The respondent has contested the complaint on the following grounds:
- That the complainant approached the respondent and made enquiries about its project named "The Valley" at sector 78, Gurugram and after through due diligence and complete information being provided sought to book an apartment in the said project.
  - That on 13.08.2021, the complainant was allotted an apartment bearing no. A-0503, in tower- A, having carpet area of 645 sq.ft. for a total consideration of Rs.26,27,500/- vide builder buyer agreement.
  - That the 'Possession' clause itself provided a 'Commencement Date' from which point the respondent herein had to deliver possession of the apartment within 4 years, thereof. It would be apposite to note that the respondent received the sanctions for its building plans on 29.06.2018 by Directorate of Town and County Planning, Haryana, and environmental clearance on 29.07.2019. Therefore, the commencement date as per the agreement is 29.07.2019 and 4 years from that date would mean that the respondent has to give possession of the apartment by 29.07.2023. Accordingly, since the contractual period for handing over possession of the apartment still subsists, the instant complaint is premature and vexatious and merits dismissal.



- iv. That the time stipulated for delivering the possession of the unit was on or before 4 years after obtaining the requisite approval of the building plans or environmental clearance, whichever is later. However, the buyer's agreement duly provides for extension period of 6 months over and above the said date.
- v. That the complainant has not come with clean hands before this authority and has suppressed the true and material facts from this authority. The complainant is a mere speculative investor who has no interest in taking possession of the apartment. Therefore, in view of the factual matrix, this complaint is liable to be dismissed.
- vi. That the possession of the said project is proposed to be delivered by the respondent to the allottee by 28.07.2023. The respondent and its officials are trying to complete the said project as soon as possible and there is no malafide intention to get the delivery of project, delayed, to the allottees. Due to orders also passed by the Environment Pollution (Prevention & Control) Authority, the construction was/has been stopped for a considerable period day due to high rise in Pollution in Delhi NCR, Outbreak-of Covid-19 pandemic etc.
- vii. That the project is an ongoing project and orders of refund at a time when the real estate sector is at its lowest point, would severally prejudice the development of the project which in turn would lead to transfer of funds necessary for timely completion of the project. Any refund order at this stage would severally prejudice the interest of the other allottees of the project as the diversion of funds would severally impact the project development. Thus, no order of refund may be passed by the authority in lieu of the present prevailing economic crisis and to safeguard the interest of the other allottees at large.



11. 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 based on these undisputed documents and submission made by the parties as well as the written submission of the complainant.

**E. Jurisdiction of the authority**

12. 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**

13. 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**

14. 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.*

15. 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.
16. 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*** and 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."*

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

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

**F.I. Objections regarding the complainant being investor.**

18. The respondent has taken a stand that the complainant is an investor and not consumer, therefore, he is not entitled to the protection of the Act and thereby 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 preamble is an introduction of a statute and states main aims and objects of enacting a statute but at the same time, 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 it contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the apartment buyer's agreement, it is revealed that the complainant is buyer and paid total price of Rs.2,62,750/- 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;"*

19. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment buyer's agreement executed between promoter and complainant, it is crystal clear that he is an allottee(s) 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 Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

**F. II Objection regarding force majeure conditions:**

20. The respondent/promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as due to orders passed by the Environment Pollution (Prevention & Control) Authority, lockdown due to covid-19 pandemic and economic crisis etc. The respondent has taken a plea that there was a delay in construction of the project on account of orders passed by EPCA and various other authorities but did not particularly specify for which period such orders has been made operative. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrong.

21. The respondent also took a plea that the construction at the project site was delayed due to Covid-19 outbreak. In the instant complaint, the due date of handing over of possession comes out to be 29.07.2023 and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-builder.

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

**G.1 Direct the respondent to refund the paid-up amount along-with prescribed rate of interest.**

22. The complainant was allotted a unit bearing no. A-503, 5th floor, Tower-A, in the project "The Valley" by the respondent/builder for a total consideration of Rs.26,27,500/- under the Affordable Group Housing Policy 2013 vide offer of allotment letter dated 02.03.2019. Thereafter, a builder buyer agreement was executed between the parties on 13.08.2021. The possession of the unit was to be offered with 4 years from approval of building plans (11.10.2018) or from the date of environment clearance 29.07.2019 and whichever is later. The due date of possession was calculated from date of approval of environment clearance i.e., 29.07.2019, as per policy, of 2013. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, the extension of 6 months for the projects having completion date on or after 25.03.2020 which comes out to be 29.01.2024. The complainant has alleged that an amount of Rs.2,60,000/- was paid in cash and a sum of Rs.2,62,750/- was paid to the respondent through cheque. However, no payment receipt acknowledging the said cash transaction of Rs.2,60,000/- is placed on record to support his claim. Further, the complainant has surrendered the unit/flat vide email dated 06.04.2022 i.e., after 2 years from the date of commencement of the project which is reproduced as under for a ready reference: -

*"So it's a humble request to you kindly refund my entire amount along with 12% interest per annum from the date of booking till payment. I am also surrendering my flat."*

23. As per the clause 5 (iii)(h) of the Affordable Housing Policy, 2013 as amended by the State Government on 05.07.2019, the relevant provision is reproduced as under:

**Clause 5(iii) (h) of the affordable housing policy**

*"A waiting list for a maximum of 25% of the total available number of flats available for allotment, may also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. [On surrender of flat by any successful allottee, the amount that can be forfeited by the colonizer in addition to Rs. 25,000/- shall not exceed the following: -*

Sr. No.	Particulars	Amount to be forfeited
(aa)	In case of surrender of flat before commencement of project	Nil
(bb)	Upto 1 year from the date of commencement of the project	1% of the cost of flat
(cc)	Upto 2 year from the date of commencement of the project	3% of the cost of flat
(dd)	After 2 years from the date of commencement of the project	5% of the cost of flat

*Such flats may be considered by the committee for offer to those applicants falling in the waiting list. However, non-removal of deficiencies by any successful applicant shall not be considered as surrender of flat, and no such deduction of Rs 25,000 shall be applicable on such cases. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the licensee shall refund the booking amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the booking amount shall be refunded back to the waitlisted applicants, without any interest. All non-successful applicants shall be refunded back the booking amount within 15 days of holding the draw of lots".*

✓



24. Since the surrender of the unit by the complainant was done after commencement of construction, hence the respondent is entitled to deduct the amount in accordance with clause 5 (iii)(h) of the Affordable Housing Policy, 2013 as amended by the State Government on 05.07.2019. The date of commencement of project has been defined under clause 1 (iv) to mean the date of approval of building plan or grant of environmental clearance, whichever is later. In the instant case, the date of grant of environment clearance i.e., 29.07.2019 is later and hence, the same would be considered as date of commencement of project.
25. Accordingly, the details of the amount to be refunded as per the policy in each case is as under:

<b>Complaint no.</b>	<b>Date of surrender</b>	<b>Forfeiture of amount in addition to Rs.25,000/-</b>
CR/2507/2022	06.04.2022	Respondent is entitled to forfeit 5% of the consideration money in addition to Rs.25,000/- as mandated by the Policy of 2013 as amended by the State Government on 05.07.2019 and the request for surrender is after 2 year from the date of commencement of project.
CR/6419/2022	30.09.2022	Respondent is entitled to forfeit 5% of the consideration money in addition to Rs.25,000/- as mandated by the Policy of 2013 as amended by the State Government on 05.07.2019 and the request for surrender is after 2 year from the date of commencement of project.



26. The respondent/promoter is directed to refund the paid-up amount after deduction of 5% of the consideration money in addition to Rs.25,000/- as per clause 5(iii)(h) of the of Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019, along with 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 surrender/withdrawal of allotment till the actual realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

**H. Directions of the authority**

27. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

- i. The respondent/promoter is directed to refund the paid-up amount received by it from each of the complainant(s) after deduction of 5% of the consideration money in addition to Rs.25,000/- as per clause 5(iii)(h) of the of Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019, along with 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 surrender/withdrawal of allotment till the actual realization of the amount.

- ii. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
28. This decision shall mutatis mutandis apply to both the cases mentioned in para 3 of this order.
29. The complaints stand disposed of.
30. Files be consigned to registry.

**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.11.2023



**HARERA**  
**GURUGRAM**