

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

Complaint no.	:	2480 of 2022
Date of complaint	:	26.05.2022
Date of order	:	06.12.2023

Ritu Sharma, R/o: Flat no. 4, Jasmine Street 7, Vatika City, Sector 49, Gurugram.	Complainant
Versus	
1. M/s Mascot Buildcon Private Limited. 2. M/s Hometown Properties Private Limited. Both Having Regd. Office at: Vishwakarma Colony, Opp. Lal Kuan, New Delhi-110044.	Respondents

CORAM:	
Ashok Sangwan	Member
APPEARANCE:	
Aasima Sachdeva (Advocate)	Complainant
Gulshan Sharma (Advocate)	Respondents

HARERA
ORDER
GURUGRAM

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"Oodles Skywalk", Sector 83, Gurugram
2.	Unit no.	R-17, Second floor (page 12 of complaint)
3.	Unit area admeasuring (super built up area)	1176.29 sq. ft. (page 12 of complaint)
4.	Allotment Letter	24.02.2016 (Page 12 of complaint)
5.	Date of execution of buyer's agreement	19.03.2016 (page 14 of complaint)
6.	Possession Clause	38. The "Company" will, based on its present plans and estimates, contemplates to offer possession of said unit to the Allottee(s) within 36 months (refer d. 37 above) of signing of this Agreement or within 36 months from the date of start of construction of the said Building whichever is later with a grace period of 3 months, subject to force majeure events or Governmental action/inaction.
7.	Date of start of construction	Not on record
8.	Due date of possession	19.03.2019 (Calculated as 36 months from date of execution of BBA as date of start of construction is not available on record) (Grace period of 3 months is disallowed as no substantial evidence/document has been

		placed on record to corroborate that any such event, circumstances, condition has occurred which may have hampered the construction work)
9.	Total sale consideration	Rs. 80,81,112/- (As per BBA on page 18 of complaint)
10.	Amount paid by the complainant	Rs. 66,79,280/- (as admitted by respondent vide its reply dated 25.08.2023)
11.	Occupation certificate	Not received
12.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the respondent no.2 is the original developer of the project named "Oodles Skywalk" at Sector 83, Gurugram and the respondent no. 1 took the entire development rights of the project vide agreement dated 09.07.2014.
- II. That based on the promises, representations and personal guarantees made by the officials of the respondent no. 1, the complainant booked a shop/unit bearing no. R-12D, having a super area of approximately 587.50 sq.ft., located on the 2nd floor for a total consideration of Rs.42,30,000/-. Subsequently, the complainant paid a booking amount of Rs.38,26,423/- from 19.10.2015 to 03.01.2016 towards the purchase of the said unit. Thereafter, a Memorandum of Understanding ("MoU") was executed between the complainant and the respondent no. 1 on 08.01.2016 with respect to the said purchase.
- III. That in February 2016, the officials of the respondent no. 1 informed the complainant that they have a better shop bearing no. R 17 available in the project, which had a much larger area than the shop booked by her. The

total sale consideration of the shop bearing no. R 17 was Rs.80,81,112/-. Subsequently, the complainant agreed to purchase the shop bearing no. R 17, admeasuring 1176.29 sq.ft. in the said project and paid an amount of Rs.28,52,857/- towards purchase of the same. That the earlier booking amount of Rs.38,26,423/- paid by the complainant for shop bearing no. R - 12D was adjusted in the purchase of shop bearing no. R 17. Thus, the complainant in totality has paid a sum of Rs.66,79,280/- towards the purchase of the unit.

- IV. That subsequently, an allotment letter dated 24.02.2016 was issued to the complainant by the respondent no. 1 and a space buyer agreement was also executed between the complainant and the respondent no. 1 on 19.03.2016.
- V. That at the time of signing of the MoU and SBA, the complainant was given a representation and personal guarantee by the officials of the respondent no. 1 that the possession of the unit would be handed over to her within 36 months. Further, there was a grace period of 3 months, in case, the construction of the unit could not be completed due to any reason whatsoever. Thus, the due date for the handover of possession of the unit was by or before June 2019.
- VI. That in terms of the MoU, the respondent no. 1 was bound to pay an assured return @Rs.64/- per sq. ft. of super area of the unit per month to the complainant till the offer of possession of the unit. Further, after completion of the unit and till a new tenant was inducted and possession was delivered to the tenant, the respondent no. 1 was bound to pay the assured return at the rate of Rs.66.65/- per sq. ft. to the complainant subject to deduction of TDS. The assured return was payable on or before 15th day of every english calendar month.

- VII. That the respondent no. 1, in order to keep the complainant engaged and lure her into putting money in the project, paid assured returns amount to the complainant in terms of the MoU for the period from February 2016 to June 2017 @Rs. 67,755/- per month. Thereafter, the respondent no. 1 vide letter dated 01.07.2017, expressed its inability to pay any further instalments towards the assured returns and orally informed the complainant that it would settle all the amount/claims or whatsoever towards the assured returns at the time of offer of the possession.
- VIII. That the complainant made several attempts for contacting the respondent no. 1 to update the status of construction of the project and also visited its offices several times. However, the respondent no. 1, on one pretext or the other, kept on delaying the matter and no clear answer was ever given to the complainant.
- IX. That the possession has not been offered to the complainant even after expiry of more than 2.5 years from the due date of possession. Thus, the respondent no. 1 is liable to refund the amount paid by the complainant to it along with interest and promised assured returns till date.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- a) Direct the respondent to refund the paid-up amount and assured return at prescribed rate of interest.
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 respondents:

6. The respondents vide reply dated 25.08.2023 contested the complaint on the following grounds:

- i. That the complainant initially approached the promoter/builder through a broker and after conducting intensive independent inquiries and research about the project, proceeded with and booked a unit bearing no. R-12D, having super area of 587.50 sq. ft. @ Rs.7200/-(BSP).
- ii. That an MOU against the said allotment was executed on 08.01.2016, wherein total sale consideration to be paid by the complainant was Rs.42,30,000/- excluding other charges and assured return plan was also there. Thereafter, a space buyer agreement was executed between the complainant and the promoter/builder on 27.01.2016 on request of the complainant as she wanted a marketable title over. Needless to say, after execution of the SBA, the assured return which was liable to be paid to the complainant got extinguished/finished and the promoter/builder was no more liable to pay the assured return to the complainant. Thereafter, the complainant unilaterally on her own will wishes to surrender the said unit and desired to go for a bigger unit, seeing the financial and commercial viability of the said project in the market and accordingly, she surrendered the said unit vide a "surrender deed". Thereafter, the promoter/builder, allotted a new bigger unit bearing no. R-17, having super area of 1176 sq. ft. @ Rs.6200/- vide allotment letter dated 24.2.2016 for a sale consideration of Rs.80,81,112/- and the complainant paid only Rs.66,79,280 against the same and a balance of Rs.20 lacs (approx.) was payable as per the opted payment plan.
- iii. In consonance with allotment letter dated 24.2.2016, a SBA for unit No. R-17 was executed between the complainant and the promoter/builder, wherein complainant chosen "construction linked plan" for unit no. R-17. Thereafter, erroneously a letter dated 01.07.2017 was issued by the company. The said error came to the knowledge during internal audit of

the company only and the same was rectified immediately, vide letter dated 09.03.2018 which was also accepted by the complainant.

- iv. That as per the SBA, the possession of the unit in question would be provided to the complainant 36 months + 6 months (grace period), excluding the force majeure conditions. It is submitted that the construction activity of the project got little delayed due to ban on construction due to orders passed by Hon'ble Supreme Court, Hon'ble Punjab & Haryana High Court, National Green Tribunal and other authorities, non-availability of raw materials, nationwide lockdown due to COVID-19 pandemic, delay on part of government agencies in providing relevant permissions, licenses approvals and sanctions for project, non-payment of instalments by several allottees etc. Thus, on account of aforesaid force majeure conditions, the respondent is liable for excluding of grace period, in calculating and fixing the due date of possession. However, despite exercising diligence and continuous pursuance of the project, the respondent is near for successful completion.
- v. That the complainant has surrendered the said shop and opted for an altogether different unit on different terms and conditions. Thus, once the previous shop in question has been surrendered, surrendering all the rights with respect to the same, question of claiming "assured return", does not arise at all, especially when the complainant herself had executed SBA after MoU, all her rights of "assured return" were extinguished. Further, the clause contained in the SBA clearly states that all the previous correspondence and understanding got superseded by executing the SBA. Thus, the complainant is not entitled to seek "assured return" from the respondent. Moreover, the complainant has concealed the facts that she has not submitted the original MOU dated 08.01.2016

after executing SBA dated 19.03.2016 till date, despite undertaking given through surrender deed and has also concealed the factum of receiving the additional funds of approx. Rs.12 Lacs from the company in lieu of "assured return" which the company had erroneously paid to her and the same was communicated to the complainant vide letter dated 09.03.2018. Further, the complainant has not made any payments since 24.02.2016, for which various reminders/notices were sent to her.

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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority:

8. 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

9. 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

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



Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. 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.
12. 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(C), 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."

13. 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.

F. Findings on the objections raised by the respondents:

F.I Objection regarding the project being delayed because of force majeure circumstances.

14. The respondent-promoters have 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 orders/restrictions of the NGT as well as competent authorities, High Court and Supreme Court orders, shortage in supply of raw material, non-payment of instalment by different allottee of the project and major spread of Covid-19 across worldwide. However, all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 19.03.2019. Hence, events alleged by the respondents do not have any impact on the project being developed by the respondents. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter-respondents cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant.

G.I To pay assured return at prescribed rate of interest.

15. Initially the complainant was allotted a unit bearing no. R-12D having a super area of approximately 587.50 sq.ft., located on the 2nd floor in the project namely "Oodles Skywalk", Sector 83, Gurugram vide MOU dated

08.01.2016 for a total sale consideration of Rs.42,30,000/-. Thereafter, the said unit was surrendered by the complainant and a new a bigger unit bearing no. R-17, having super area of 1176 sq. ft. @ Rs.6200/- was allotted in her favour vide space buyer's agreement dated 19.03.2016 for a sale consideration of Rs.80,81,112/-. The complainant submitted that as per clause 3.1 of the MoU dated 08.01.2016, the respondent no. 1 was bound to pay an assured return @Rs.64/- per sq. ft. of super area of the unit per month to the complainant till the offer of possession of the unit. Further, after completion of the unit and till a new tenant was inducted and possession was delivered to the tenant, the respondent no. 1 was bound to pay the assured return at the rate of Rs.66.65/- per sq. ft. to the complainant subject to deduction of TDS. However, the respondent no.1 has paid assured returns amount to the complainant in terms of the MoU for the period from February 2016 to June 2017 @Rs.67,755/- per month. Thereafter, the respondent no. 1 vide letter dated 01.07.2017, expressed its inability to pay any further instalments towards the assured returns and orally informed the complainant that it would settle all the amount/claims or whatsoever towards the assured returns at the time of offer of the possession. However, the respondent submitted that the complainant has herself surrendered the unit vide surrender deed and opted for an altogether different unit on different terms and conditions. Accordingly, a unit bearing no. R-17 was allotted in her favour vide space buyer's agreement dated 19.03.2016 and the amount paid against the unit no. R-12D was adjusted in the new unit. Thus, once the previous shop in question has been surrendered, question of claiming "assured return", does not arise at all. Especially when the complainant herself had executed space buyer's agreement after MoU, all her rights of "assured return" were extinguished as the said MoU dated 08.01.2016 was superseded by the SBA. Further, as per clause 79 and 83 of

the SBA dated 19.03.2016, it was specifically agreed that this agreement revokes and supersedes all previous discussions/correspondence, application and agreement between the parties. Furthermore, erroneously a letter dated 01.07.2017 was issued by the company and the said error came to the knowledge during internal audit of the company vide which it came to the knowledge of the company that it has remitted extra funds erroneously in the form of "assured return" amounting to Rs.11,75,500/- in her favour and the same was rectified immediately vide letter dated 09.03.2018 which was also accepted by the complainant. Therefore, if the complainant wishes to withdraw from the project, she is liable to return the assured return received by her i.e., Rs.11,75,000/-.

16. After going through the documents available on record as well as submission made by the parties, the claim of the complainant w.r.t. to assured return cannot be allowed as the MoU dated 08.01.2016 was superseded by the space buyer's agreement dated 19.03.2016. Further as per clause 79 and 83 of the SBA, the parties have specifically agreed that this agreement revokes and supersedes all previous discussions/correspondence, application and agreement between the parties. Therefore, in view of the same, the claim of the complainant w.r.t. assured return stands rejected.

G.II To refund the paid-up amount alongwith prescribed rate of interest.

17. The complainant intends to withdraw from the project and is seeking return of the amount paid by her 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)

18. Clause 38 of the flat buyer agreement provides for handing over of possession and the same is reproduced below :-

"The "Company" will, based on its present plans and estimates, contemplates to offer possession of said unit to the Allottee(s) within 36 months (refer cl.37 above) of signing of this Agreement or within 36 months from the date of start of construction of the said Building whichever is later with a grace period of 3 months, subject to force majeure events or Governmental action/inaction. If the completion of the said Building is delayed by reason of slow down, strike or due to a dispute with the construction agency employed by the "Company", lock out or departmental delay or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or any other reason beyond the control of the "Company", the "Company" shall be entitled to extension of time for delivery of possession of the said premises....."

19. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. 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 fulfilling formalities and documentations etc. as prescribed by the promoter 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 clause in the buyer developer agreement 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 its dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

20. **Admissibility of grace period:** The respondent promoter has proposed to handover the possession of the unit within a period of 36 months of signing of this agreement or within 36 months from the date of start of construction of the said building whichever is later. In the present case, the promoter is seeking 3 months time as grace period. The grace period of 3 months is disallowed as no substantial evidence/document has been placed on record to corroborate that any such event, circumstances, condition has occurred which may have hampered the construction work. Therefore, the due date of possession comes out to be 19.03.2019.
21. 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 38 of the buyer's agreement executed between the parties on 19.03.2016, possession of the booked unit was to be delivered within 36 months of signing of this agreement or within 36 months from the date of start of construction of the said building whichever is later, since the date of signing of the agreement i.e. 19.03.2016 and the date of start of construction is not available on record. Therefore, the due date is calculated from the date of signing of the agreement. Hence, the due date comes out to be 19.03.2019 as grace period



of 3 months is disallowed because no substantial evidence/document has been placed on record to corroborate that any such event, circumstances, condition has occurred which may have hampered the construction work. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 19.03.2016 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the flat buyer's agreement dated 19.03.2016 to hand over the possession within the stipulated period. Further, the authority observed that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project.

22. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and is demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein, the matter is covered under section 18(1) of the Act of 2016.
23. 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....."

24. 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. and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others (supra)** it was observed as under: -

25. *The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

25. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act. The promoter has failed to complete or is 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 she wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by her in respect of the unit with interest at such rate as may be prescribed.

26. 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 complainant is entitled to refund of the entire amount paid by her 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 after adjusting the amount/assured return paid by respondent, if any within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

H. Directions of the Authority:

27. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondents/promoter are directed to refund the entire amount received by it from the complainant i.e., Rs.66,79,280/- 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 after adjusting the amount/assured return paid by respondent, if any.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

28. Complaint stands disposed of.

29. File be consigned to the registry.


(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 06.12.2023