



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1332 of 2020
Date of filing:	11.12.2020
First date of hearing:	24.02.2021
Date of decision:	23.08.2023

Satish Kumar Gaur

R/o House no. 5429, Near Govt. Hospital,

Village Saran, NIT, Faridabad

Haryana

.....COMPLAINANT

Versus

Ferrous Township Pvt. Ltd.

R/o Seth Farms, Kh. No. 41, M.G. Road,

Ghitorni, Near Indian Oil,

New Delhi-110024

.....RESPONDENT No. 1

Surender Seth

R/o Seth Farms, Kh. No. 41, M.G. Road,

Ghitorni, Near Indian Oil,

New Delhi-110024

.....RESPONDENT No. 2

Ashish Seth
R/o Seth Farms, Kh. No. 41, M.G. Road,
Ghitorni, Near Indian Oil,
New Delhi-110024

.....RESPONDENT No. 3

CORAM: Dr. Geeta Rathee Singh Member
 Nadim Akhtar Member

Present: - Sh. Prabhat Kaushik, learned counsel for the complainant.
 None for the respondents.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed on 11.12.2020 by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made there under, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

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, delay period, if any, have been detailed in the following table:



S.No.	Particulars	Details
1.	Name and location of the project	Florence Homes (Ferrous Megapolis City), Sector-70, Faridabad.
2.	RERA registered/not registered	Not registered
3.	DTCP License no.	License no. 5/25.01.2012 (as per reply, annexed as "Annexure R-7")
4.	Unit no.	B-097GF
5.	Super built up area	1373 sq. ft.
6.	Date of Builder Buyer Agreement/Application form	Undated and unsigned
7.	Date of allotment letter	15.07.2013
8.	Deemed date of possession	15.07.2016 Note: Builder Buyer Agreement/ Application form is undated. Therefore, deemed date of possession is ascertained three years from date of allotment i.e. 15.07.2013. (mentioned in para 26 of the order)
9.	Total sale consideration	₹54,70,719/- (at page no. 9 of complaint book)
10.	Basic sale price	₹52,86,050/-
11.	Amount paid by complainant	₹19,35,879/-
12.	Offer of possession	Not made



B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

3. That in January 2012, respondent no. 1 came with an offer for development of residential plotted colony, project namely; "Florence Homes, Ferrous Megapolis city" situated at Sector 70, Ballabgarh District Faridabad. Several advertisements and publications were done about the project namely "Florence Homes, Ferrous Megapolis City" in NCR.
4. That at the time of launching the project and thereafter, the concerned officials of respondents under instructions from the respondents made various representations about the features of the project, its location, amenities offered with the commercial space and projected the said project as most notable and strategically located site and much better than the other projects offered by the builders. The respondents also shared all these features on its official website to attract prospective buyers.
5. That complainant after seeing the advertisement of the project approached the officials of respondents, who showed them a brochure of their project, with images of various modern amenities and map of the project and apprised him that their project is connected to the main road at IMT and complainant was also promised to have delivered all the facilities related to the project within stipulated time. Respondents also promised to deliver the project within stipulated time of 36 months. Accordingly, induced by the representations made by the respondents, complainant decided to book a residential floor in



the said project as it was well connected with the main road and loan facility was available on the project.

6. Complainant booked a unit bearing no. B-97, Ground Floor, 250 sq. yds. in the year 2013, for a total sale consideration of ₹54,70,719/-. Respondents vide letter dated 15.07.2013 allotted only a virtual floor of 250 sq. yards to complainant without actually allotting the floor having specific number. Subsequently, it came to the knowledge of the complainant that respondents were not having any sellable property against which they were receiving money from the complainant.
7. That complainant paid an amount of ₹19,35,879/- to the respondents in just one year after booking of the floor. Thereafter, complainant received emails from respondents that previously booked floor by the complainant was wrongly allotted to him and now they have changed the number as well as location of the floor, to which, complainant objected, as changed floor was not meeting the requirements of the complainant, therefore, respondents made false promise to complainant that unit number will be changed by them in future, although they failed to do so till date.
8. Complainant further alleged that he visited the site of the project several times and was shocked to see that there is no visible progress at the site. The complainant had also sent various emails and letters to execute buyer agreement however; the same did not turn up. After seeing no development in



the project complainant contacted respondents and asked them to refund his amount, to which respondents never replied. Complainant also issued letter/ email dated 30.03.2017 to respondent no. 1-3 for refund of the amounts paid by complainant, to which respondents gave no answer. Respondents failed to make any efforts to deliver possession of the unit on or before January 2015. On the other hand, respondents have now abandoned the project and have sold the main entrance of the project to some other builder namely, "Agrasain LL.P". Therefore, complainant has prayed for relief of refund of the amount paid by complainant till date along with the prescribed rate of interest.

C. RELIEF SOUGHT

9. Complainant seeks following reliefs :

- i. Rs. 19,35,879/- (Rupees Nineteen Lakh Thirty Five Thousand Eight Hundred Seventy Nine only) along with 12% interest thereon as per Rule 15 of the HRERA RULES, 2017 (SBI highest marginal cost of lending rate plus 2%) from the date of payment till its realisation by the respondents for the violation of S. 12,14,18 and 19 of the RERA act by the respondents;
- ii. Rs. 2,50,000/- compensation on account of fee paid to advocates on litigation before various courts and authorities and compensation on account of mental and physical harassment caused to the complainant on numerous accounts including expenses on transportation to various courts



and Authorities at Faridabad, New Delhi and transportation and taxi fare from Faridabad to Panchkula.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS

10. Learned counsel for the respondents filed detailed reply on 22.01.2023 pleading therein:
11. Respondents have challenged maintainability of captioned complaint stating therein that Hon'ble Authority has no jurisdiction to adjudicate the present complaint and grant any relief, as prayed by the complainant and furthermore, complainant tried to mislead the Hon'ble Authority by filing false and frivolous complaint, therefore this present complaint is not maintainable as no cause of action has accrued in favour of complainant and against the respondents to file the present complaint.
12. That in the year 2012 complainant approached the sales representative of the company for purchasing a floor in the said colony pursuant to which, Floor no. B-097 GF was allotted to the complainant. That no "floor" was ever allotted to complainant nor was any buyer's agreement ever executed in favour of complainant. Further, at the time of booking, all relevant documents pertaining to the project were shown to complainant, and after his full satisfaction, complainant booked the floor in the said project and given his acceptance to abide the terms and conditions of the agreement. Copy of



application form is annexed as "Annexure R-2" and copy of allotment letter dated 15.07.2013 is annexed as "Annexure R-3".

13. That allotment was subject to timely payments as per agreed payment plan, however, complainant has miserably failed to make outstanding payments. The total cost of the said floor is ₹54,70,719/- , but complainant defaulted in making timely payments to the respondents. Complainant stopped making payments despite repeated reminders including letters dated 22.08.2013, 04.11.2013, 11.02.2014 etc. Reminder letters issued to the complainant are annexed as "Annexure R-4". Respondent company issued another letter dated 26.04.2014, thereby giving last opportunity to complainant to pay outstanding amount of ₹29,10,998/- by 15.05.2014, failing which respondents would be forced to cancel the booking of the complainant. However, despite sending repeated reminders to complainant, no payment was made by complainant thereafter. Copy of letter dated 26.04.2014 is annexed as "Annexure R-5".
14. That despite various reminders, complainant miserably failed to make timely payments to the respondents. Consequently, respondents issued a cancellation letter dated 02.07.2014, cancelling the allotment of Floor no. B-097 GF and forfeiting 25% of the total sale consideration as per clause 10 of the Agreement. The complainant through this letter was also requested to handover the original documents pertaining to the floor in question and collect the balance amount after deduction of earnest money. Copy of letter



dated 02.07.2014 is annexed as "Annexure R-6". However, complainant failed to handover the original documents with respect to the respondent till date.

15. That complainant has paid total amount of ₹19,35,879/- against the floor till date. Respondents are ready to refund the remaining amount of ₹5,68,199/- without any interest after deducting 25% being forfeited towards earnest money.
16. That respondent company was granted license no. 5/25.01.2012 by the Department of Town and Country Planning, Haryana to develop a residential plotted colony in sector 70, Faridabad over an area of 102.194 acres. The said colony is being developed in accordance with the terms of the license. The license of the project stands renewed up to 23.01.2025 and EDC/IDC has already been fully paid. Copy of renewed license is annexed as "Annexure R-7"

E. REJOINDER ON BEHALF OF COMPLAINANT ON 13.03.2023

17. That reply filed by respondents cannot be taken on record in the present form as it is barred by limitation. The complaint was filed in the year 2020 and a notice dated 16.12.2020 was issued to the respondents to file reply by 11.01.2021 and arguments were fixed on 24.02.2021. Thereafter, respondents didn't file reply on the pretext that settlement could arrive between the



parties. However, respondents never contacted the complainant for settlement talks.

18. That Hon'ble Authority passed an order on 07.09.2022 where the Authority issued directions against the respondents, to which, respondents did not raise any objection till date. Therefore, without suspension of order dated 07.09.2022, the present reply cannot be taken on record.
19. That after receiving copy of reply filed by respondents, complainant was in utter shock as respondents have annexed forged and fabricated documents along with reply dated 22.01.2023, for which complainant has filed a separate applications for initiation of contempt and for taking action on forgery committed by respondents.
20. That respondents in their reply have annexed forged demand letters and reminders without any service report or email confirming service of the same to the complainant. It is pertinent to mention that there is a huge signature difference between the original demand letter annexed by the complainant in his complaint and latest demand letter attached in reply.
21. That respondents concealed that the project is stayed by this Hon'ble Court on 12.12.2022; the order staying the project is passed by this Hon'ble Quorum.
22. That building was never completed since 2013 and structure is lying in dilapidated state. In addition to this, respondents do not have any license to develop the units. That respondents have deliberately concealed the fact that



the project namely "Ferrous Florence Homes" in project Ferrous Megapolis City, sector 70 is again stayed by this Hon'ble Court on 12.12.2022. The respondents concealed the facts that the directorship of the respondents have changed, the information is very much essential because the decision making body has changed and hiding such an important information is unethical on part of respondents. Copy of status report filed by police dated 12.07.2021 is annexed as "Annexure C-2". Copy of order dated 12.12.2022 declaring respondents as defaulter/abeyance is annexed as "Annexure C-3"

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

23. Captioned complaint was kept reserved during hearing on 26.04.2023 however, it was later revealed by the Authority that Insolvency proceeding has been initiated and moratorium was declared by Hon'ble National Company Law tribunal against respondent promoter namely "Ferrous Infrastructure Pvt. Ltd"., therefore, the case status of captioned complaint was changed and the same was adjourned to 23.08.2023 for hearing. Today, Sh. Prabhat Kaushik, learned counsel for complainant clarified the fact that moratorium has been declared against respondent promoter namely "Ferrous Infrastructure Pvt. Ltd." and not "Ferrous Township Pvt. Ltd". This captioned complaint is against the respondent promoter namely; "Ferrous Township Pvt.



Ltd.” which is not under NCLT and requested the Authority to precede the case on merits.

G. ISSUES FOR ADJUDICATION

24. Whether the complainant is entitled to refund of amount deposited by her along with interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

25. The Authority has gone through the rival contention and the documents placed on record. It is admitted by both the parties that the complainant booked a floor in the real estate project being developed by promoter namely, “Ferrous Township Pvt. Ltd.” located at Ballabgarh, District Faridabad for total sale consideration of ₹54,70,719/-. Complainant was allotted floor no. B-097, Ground Floor, admeasuring 250 sq. yds. vide allotment letter no. FH-009; complainant had paid an amount of ₹19,35,879/- against total sale consideration. Builder buyer agreement/application form was executed between the parties as the same has been attached along with complaint as well as with reply. However, the same is undated and only signed by complainant.
26. In the present case, complainant in his complaint has stated that he booked floor in January 2013. He has further stated that a builder buyer agreement/application form was also executed with the respondents. It is pertinent to mention here that complainant has only annexed covering page of the said



builder buyer agreement/ application form. However, a complete application form has been annexed by the complainant in his rejoinder. On perusal of complete application form, it was observed that the said application form is undated and is not signed by both the parties, it bears signature of only applicant. However, respondents have also relied upon the same application form and annexed the same in its reply. Respondents in its reply had nowhere dispute the existence of the application form, or its content, or the fact that since it was only signed by the complainant thus not binding upon it. Since, the application form is an undated document, therefore, the exact date of its execution cannot be ascertained. However, the complainant has annexed an allotment letter dated 15.07.2013 issued by respondents, confirming the allotment of the floor of 250 sq. Yds. at ground floor vide no. B-097. Now the issue before the Authority is to determine the deemed date of possession. Reference has been made to observation of the Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) and anr for reckoning the deemed date of possession 3 years from the date of booking. Therefore, the deemed date of possession in the present complaint is taken 3 years from the date of booking i.e. 15.07.2013 which turns out to be 15.07.2016.

27. In the present case, respondents were under an obligation to deliver the possession of the unit/floor by 15.07.2016 (as ascertained in para 26 of the



order). However, till date neither possession has been handed over nor are respondents in a position to handover possession in near future, thus a relief of refund of paid amount along with interest be granted to him.

28. On the other hand, respondent has orally as well as by filing reply has objected to the maintainability of the complaint on the ground that Hon'ble Authority has no jurisdiction to adjudicate the present complaint and grant the relief of refund under section-18 of the RERA, Act 2016. In this regard, the Authority observes that captioned complaint is very much maintainable as reference to the judgment passed by the Hon'ble Apex Court in "**Newtech Promoters and Developers Pvt. Ltd versus State of UP and Ors.**" 2021-2022 (1) RCR (C) 357 and followed in the case of "**Ramprastha Promoter and Developers Pvt. Ltd. Verus Union of India and others**" dated 13.01.2022 in CWP bearing number 6688 of 2021 has been made, 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."

29. Hence, in the view of authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the Authority has all jurisdiction to entertain/adjudicate upon captioned complaint seeking refund of the paid amount along with interest.
30. Respondents have further averred in their reply that despite sending repeated reminder letters dated 22.08.2013, 04.11.2013, 11.02.2014, complainant has miserably failed to make outstanding payments, after the year 2013 to the respondents. Thereafter, respondents issued a cancellation letter dated 02.07.2014, cancelling the allotment of Floor No. B-097 GF and forfeiting 25% of the total sale consideration as per clause 10 of the agreement on the ground that complainant has failed to pay his outstanding instalments on time.



In this regard, Authority observes that complainant had opted for construction link plan, as the same can be inferred from the application form annexed on page no. 70 of rejoinder filed by complainant. According to the construction link plan, complainant has made payment of ₹19,35,879/- to the respondents till the year 2013. Thereafter, complainant stopped making payments to the respondents as there was no visible progress in the project booked by the complainant, same can be inferred from para 7 of the complaint wherein, it is stated by the complainant *“that the respondent induced the complainant to choose construction link payment plan for delivering the project on time and forced the complainant to pay all the instalments and consideration price of the floor in just one year and therefore, till January 2015, the complainant as per demand raised by the respondent continued to make payment to them and paid sum of ₹19,35,879/- to the accused. But the respondent did not make any development in the project”*. Further, respondents have also failed to prove as to how reminder letters issued by him to the complainant are in consonance to the construction link plan opted by the complainant and as per terms and conditions of application form executed between the parties. Furthermore, cancellation letter dated 02.07.2014, issued by the respondents were not proved to be served upon the complainant. On perusal of the said cancellation letter, it was further observed by the Authority that respondents cancelled the floor booked by the complainant with a clause that 25% of the total sale



consideration will be forfeited as per clause 10 of the agreement/application form executed between the parties. However, the authenticity/legal relevance of the application form that respondents are relying upon to cancel the agreement made with the complainant has already been denied by the Authority considering the fact that the application form is undated and only signed by the applicant. Furthermore, even if the plea of cancellation letter be allowed or accepted by the Authority then also respondents have failed to refund the amount of ₹5,68,199/- to the complainant which was promised to be refunded as per cancellation letter till date. Therefore, Authority deems appropriate to declare the cancellation letter as null and void. Lastly, fact remains the same that till date respondents have not completed the construction at project site and the project is not likely to be completed in future. Now, the innocent allottee who had invested his hard earned money in the project with the hope to get a floor and who was to get possession of the unit by 15.07.2016 cannot be forced/ compelled to wait endlessly for the unit, and specifically when there is no bonafide effort shown on part of the promoter to complete the project.

31. Furthermore, Authority vide its order dated 07.09.2023, gave its tentative view that relief of refund deserves to be allowed in captioned complaint.

Relevant part of the order dated 07.09.2023 is reproduced below:



“8. Since there has been an inordinate delay of more than 6 years in handing over of possession of plot to complainants and project is not likely to be completed in near future, therefore, Authority observes that by virtue of section 18 of RERA Act, 2016, allottees are within their right to ask for refund as a timeline is being committed by respondent for handing over of possession of booked unit. So Authority is of tentative view that relief of refund deserves to be allowed. However, since arguing counsel for respondent requested for adjournment to settle the captioned matters, therefore one last opportunity is granted to respondents to argue their case and to comply with directions of the Authority, failing which above expressed tentative view will be confirmed.

32. Further, Hon’ble Supreme Court in Civil Appeal No. 6745-6749 of 2021 titled as *“M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P & Ors.”* has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgment is reproduced below:

“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."

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.

33. In view of above findings and after considering above mentioned judgment passed by Hon'ble Supreme Court in Civil Appeal No. 6745-6749 of 2021 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P & Ors.*", Authority finds it to be fit case for allowing refund along with interest in favour of complainant. As per Section 18 of Act, interest is defined as under:-

The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the



date the allottee defaults in payment to the promoter till the date it is paid;

Rule 15 of HRERA Rules, 2017 which is reproduced below for ready references:

“Rule 15: 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 (NCLR) 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”.

34. Consequently, as per website of the state Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date, i.e., 23.08.2023 is 8.75%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.75%.

35. Accordingly, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondents to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR) + 2 % which as on date works out to 10.75% (8.75% + 2.00%) from the date amounts were paid till the actual realization of the amount.

Authority has got calculated the total amount to be refunded along with interest calculated at the rate of 10.75% from the date of payment till the date of this order, which comes to ₹ 40,71,690/- (₹19,35,879/- (principal amount) +₹21,35,811/- (interest accrued till 23.08.2023). According to the receipts/statement of accounts provided by the complainant details of which are given in the table below –

S.No.	Principal Amount	Date of payment/ transfer	Interest Accrued till 23.08.2023
1.	₹ 5,00,000/-	15.03.2013	₹5,61,651/-
2.	₹ 6,12,403/-	07.08.2013	₹6,61,760/-
2.	₹ 8,23,476/-	06.05.2013	₹9,12,400/-
Total	₹19,35,879/-		₹21,35,811/-

36. The complainant is seeking compensation on account of fee paid to advocates on litigation before various courts and authorities and compensation on account of mental and physical harassment caused to the complainant on numerous accounts including expenses on transportation to various courts and Authorities at Faridabad, New Delhi and transportation and taxi fare from Faridabad to Panchkula as mentioned in Para 9(ii) of the order. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P.*



& 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 learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned 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 complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

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

- (i) Respondents are directed to refund the entire amount along with interest of @ 10.75 % to the complainant as specified in the table provided above in para no. 35.
- (ii) A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana



Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

38. This complaint is, accordingly, **disposed of**. File be consigned to the record room after uploading order on the website of the Authority.



.....
Dr. GEETA RATHEE SINGH
[MEMBER]



.....
NADIM AKHTAR
[MEMBER]