

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

Complaint no.	:	2442 of 2022
Date of filing:		07.06.2022
Date of decision :		24.05.2024

Skai Auto Pvt. Ltd. through its director, Kalpana Minda

Address: 670, Sector-15, Part-2, Gurgaon-122001

Complainant

Versus

M/s Kashish Developers Limited

Regd. Office: 87, Old A.G. Colony, Kadru, Ranchi-834002

Office address: Vatika Business Park, 5th floor, Block-2,
Sector-49, Gurgaon, Haryana

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Shri Harshit Batra (Advocate)

Shri Om Parkash (Advocate)

Complainant
Respondent

ORDER

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 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided under the provision of the Act

or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the amount 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 tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Manor One" situated at Sector-111 Gurgaon.
2.	Nature of the project	Group Housing Colony
3.	Project area	14.843 acres
4.	DTCP license no. and validity status	110 of 2011 dated 16.12.2011 valid upto 13.12.2019
5.	Name of licensee	M/s Vinman Construction Pvt. Ltd. and 4 others
6.	RERA Registered/ not registered	Registered Vide 58 of 2019 dated 24.09.2019 Valid Upto 31.12.2021
7.	Allotment Letter issued to original allottee	07.01.2013 (page 18 of the complaint)
8.	Date of apartment buyers' agreement executed between original allottee and respondent	07.04.2014 (page no. 20 of complaint)
9.	Unit no.	16B, 16 th floor, Block B1

		(page no. 24 of complaint)
10.	Unit area admeasuring	1715 sq. ft. (page no. 24 of complaint)
11.	Possession clause	<p>3(a) Possession</p> <p>That subject to terms of this clause and subject to the apartment allottee having complied with all the terms and conditions of this agreement and not being in default under any of the provision of this agreement and further subject to compliance with all the provisions, formalities, registration of sale deed, documentation, payment of all amount due and payable to the developers by the apartment allottee(s) under this agreement, as prescribed by the Developer, the Developer proposes to hand over the possession of said apartment within a period of thirty (36) months (excluding a grace period of 6 months) from the date of execution of this agreement. It is however understood between the parties that the possession of various Block/Towers comprised in the complex and also the various common facilities planned therein shall be ready and completed in phases wise and will be handed over to the allottees of different Blocks/Tower as and when the same will be completed and in a phased manner.</p>

12.	Due date of possession	07.04.2017 (calculated from the date of execution of agreement) Note: Grace Period is not allowed.
13.	Endorsement/transfer to complainant	18.09.2018 (page no. 76 of complaint)
14.	Total sale consideration	Rs. 1,21,65,025/- (as per payment plan on page no. 19 of complaint)
15.	Amount paid by the complainant	Rs. 95,62,114/- (as alleged by both parties on page no. 10 of complaint and 2 of reply)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
4. That relying on the representations, warranties, and assurances made by the Respondent about the timely delivery of possession, the original Allottee, Mr. Kanik Gupta, booked a residential apartment in the project vide application form dated 17.10.2012 for a total consideration of Rs. 1,21,65,025/- by making a payment of INR 28,06,690/- as a booking amount. Thereafter, unit no. B1-16B, on 16th floor, block B1 having a super area of 1715 sq. ft. (approx.) was provisionally allotted to the original allottee vide allotment letter dated 07.01.2013.
5. That the respondent has collected a sum of Rs. 39,16,631/- before the execution of the BBA which is more than 32% of the total consideration

- which is a gross violation of Section 13(1). Thereafter, a builder buyer agreement was executed between the complainant and the respondent on 07.04.2014.
6. That the respondent has drafted the said BBA arbitrarily which is completely one-sided and is heavily loaded in favor of the respondent which can be clearly evidenced from clause 1.2 sub-clause k where the interest charged from the complainant for the delayed payment is given as 24% per annum whereas the interest that shall be paid by the respondent in case of delay in delivery of possession is just Rs. 10 per sq. ft. per month of the super area as written in clause 3 (iv).
 7. That the original allottee (Kanik Gupta) transferred the booking rights to the complainant vide transfer of booking letter dated 18.09.2018.
 8. That as per clause 3(a), the respondent was liable to hand over the possession of the said Unit within thirty-six (36) months from the date of execution of BBA. The BBA was executed between both the parties on 07.04.2014 and if the 36 months are calculated from then, the due date of possession comes out to be 07.04.2017.
 9. That the respondent has utterly failed to comply with the terms and conditions of the said BBA and to deliver the possession of the unit within the time promised i.e., by 07.04.2017. Furthermore, even after the lapse of 5 years and 1 month, the respondent has not delivered the possession of the unit to the complainant, by gravely acting in violation of the provisions of the RERA Act, 2016.
 10. That the complainant despite the respondent's delaying behaviour was utter bonafide to make the timely payments of installments. The complainant has to date paid an amount of Rs. 95,62,114/- towards the

total consideration of the said unit. The complainant opted for a construction-linked payment plan and has already paid an amount of more than 75% of the total consideration, but the respondent has failed to complete the construction as per the plan.

11. That the complainant made several efforts to gain the information relating to the stage-wise progress of the project but the same fell on the deaf ears of the respondent and no answers were ever received by the complainant regarding the same. The complainant aggrieved and tired of the careless behavior of respondent decided to stop the further payments as neither there was any progress in the development of the project nor the respondent was answering to the queries of the complainant.
12. That the complainant was allotted the unit on 07.01.2013 and today even after the lapse of 9 years, the complainant has neither received the possession nor the refund of the amount paid by it.
13. That the respondent failed miserably in showcasing any substantial progress in the project and that this conduct of the respondent was contrary to the statements and assurances of its authorized representative and the very facts concerned the complainant as he even after fulfilling all the payments on time has not received his possession or money refund till date.
14. That the respondent has utterly failed to fulfill his obligations to deliver the possession in time or compensate or refund the money along with the interest and has caused mental agony, harassment, and huge losses to the complainant, hence the present complaint.

C. Relief sought by the complainant:

15. The complainant has sought following relief(s):
- Direct the respondent to refund the entire amount paid by the complainant along with the prescribed rate of interest from the date of respective deposits till its actual realization in accordance with the provisions of the Act.
 - To grant leave to the complainant to approach the AO for the relief of compensation for causing mental agony, harassment and financial stress to the complainant.
16. On the date of hearing, the authority explained to the respondent/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.
- D. Reply by the respondent.**
17. The respondent by way of written reply made the following submissions:
18. That the operation of Section 18 is not retrospective in nature and the same cannot be applied to the transactions that were entered prior to the RERA Act came in to force. The parties while entering into the said transactions could not have possibly taken into account the provisions of the Act and as such cannot be burdened with the obligations created therein. In the present case also the apartment buyer agreement was executed much prior to the date when the RERA Act came into force and as such section 18 of the RERA Act cannot be made applicable to the present case.
19. That the complainant approached the respondent to book a residential apartment and was subsequently allotted unit no. B1-16B, on 16th floor,

area admeasuring 1715 Sq. ft. in the project "MANOR ONE", Sector 111, Gurugram by way of endorsement/transfer from the previous allottee. Promoter received the environment clearance in 2013 and registered the project in RERA on dated 24.09.2019. As per the apartment buyer agreement, the due date of possession was 36 months from the date of execution of the ABA, subject to force majeure circumstances and timely payments by the buyer/complainant.

20. That the respondent was doing its best to complete the project on time and the construction was also going on in full swing, however, the bank loan of the respondent was cancelled, which was the major source of funding for the project. This hampered the construction work to a great extent as the major source of funding was lost creating circumstances beyond the reasonable control of the respondent. Further, the complainant was diligently trying to arrange for the fundings when the whole world was struck with the outbreak of Covid-19 pandemic and the Hon'ble Authority granted the grace period of 6 months by invoking 'force majeure' clause vide Order No.9/3-2020 HARERA/GGM(Admn.) dated 26.05.2020). Thereafter, the project was financial stress project but the respondent secured funding from the swamih investment funds, vide sanction letter dated 29.01.2022 to complete the construction work. The funds have been realised and construction of project has been going on in full swing and new committed date for possession is on or before 30th June, 2024 after obtaining occupancy certificate.
21. That the projected timelines for possession under affordable Housing policy are based on date of statutory approvals. It was not in the contemplation of the respondent that the force majeure would occur

and the construction was also affected on account of the loss of major source of funding further NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority. It is submitted that vide its order NGT placed sudden ban on the entry of diesel trucks which were older than ten years and said that no vehicle from outside or within Delhi will be permitted to transport any construction material. Since the construction activity was suddenly stopped, after the lifting of the ban it took some time for mobilization of the work by various agencies employed with the respondent.

22. Furthermore, the environment pollution (Prevention and Control) Authority, EPCA, expressing alarm on severe air pollution level in Delhi-NCR issued press note vide which the construction activities were banned within the Delhi-NCR region. The ban commenced from 31/10/2018 and was initially subsisted till 10/11/2018 whereas the same was further extended till 12/11/2018.
23. Thereafter, the Hon'ble Supreme Court of India on 04/11/2019, while deciding the matter of "M.C. Mehta v. Union of India" banned all the construction activities. The said ban was partially lifted by the Hon'ble Supreme Court on 09/12/2019 whereby relaxation was accorded to the builders for continuing the construction activities from 6:00 am to 6:00 pm. Thereafter, the complete ban was lifted by the Hon'ble Apex Court on 14/02/2020.
24. That the construction of the project was going on in full swing, however, the changed norms for water usage, not permitting construction after sunset, not allowing sand quarrying, shortage of labour and

construction material, liquidity etc., were the reasons for delay in construction. Furthermore, the construction of the unit was going on in full swing and the respondent was confident to hand over the possession of unit before due date. However, it be noted that due to the sudden outbreak of the coronavirus (COVID 19), from past 2 years construction came to a halt and it took some time to get the labour mobilized at the site.

25. That the respondent had diligently applied for registration of the project in question, i.e., "MANOR ONE" located at Sector-111, Gurugram, before Hon'ble RERA Authority and accordingly, registration certificate dated 24.09.2019 was issued by Hon'ble RERA Authority, Gurugram.
26. That as per Haryana RERA notification dated 5.12.2018, the Hon'ble Authority has clarified that in case the buyer wishes to withdraw from the project, and the respondent is entitled to forfeiture of earnest money which shall not exceed 10% of the total sale consideration.
27. Since the ABA constitutes the foremost basis of relationship between the parties, both the parties are bound by the terms and conditions of the same and the clause of the same shall read as whole and no clause shall be read in isolation. The complainant while alleging that the respondent has delayed the project chose selective reading of the clauses of the ABA. Clause 3 read with clause 13 of the ABA evince the timelines for the possession whereby it has been agreed by the complainant that the respondent proposes to handover possession within 36 months from the date of execution of the ABA, subject to force majeure, as defined in clause 13 of the ABA.

28. Copies of all relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submissions made by parties.

E. Jurisdiction of the authority

29. 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

30. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

31. 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)(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 promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

32. 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.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding jurisdiction of the complaint w.r.t the apartment buyer's agreement executed prior to coming into force of the Act.

33. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the apartment buyer's agreement was executed between the parties prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.
34. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and would be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements would be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a

specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)** decided on 06.12.2017 and which provides as under:

- "119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."
122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."
35. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of

compensation mentioned in the agreement for sale is liable to be ignored."

36. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules and regulations made thereunder and are not unreasonable or exorbitant in nature. Hence, in the light of above-mentioned reasons, the contention of the respondent w.r.t. jurisdiction stands rejected.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to refund the entire amount paid by the complainant along with the prescribed rate of interest from the date of respective deposits till its actual realization in accordance with the provisions of the Act.

37. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by them in respect of subject unit along with interest as per section 18(1) of the Act and the same 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)

38. Clause 3(a) of the buyer's agreement dated 07.04.2014 provides the time period of handing over possession and the same is reproduced below:

3(a) Possession

That subject to terms of this clause and subject to the apartment allottee having complied with all the terms and conditions of this agreement and not being in default under any of the provision of this agreement and further subject to compliance with all the provisions, formalities, registration of sale deed, documentation, payment of all amount due and payable to the developers by the apartment allottee(s) under this agreement, as prescribed by the Developer, the Developer proposes to hand over the possession of said apartment within a period of thirty (36) months (excluding a grace period of 6 months) from the date of execution of this agreement. It is however understood between the parties that the possession of various Block/Towers comprised in the complex and also the various common facilities planned therein shall be ready and completed in phases wise and will be handed over to the allottees of different Blocks/Tower as and when the same will be completed and in a phased manner.

39. In the present complaint, the original allottee namely Kanik Gupta booked a unit in the project of the respondent and was allotted a unit bearing no. 16B, 16th floor, Block B. The apartment buyer agreement for the said unit was executed on 07.04.2014. Thereafter, the said unit was endorsed in favour of the complainant/allottee on 18.09.2018. As per clause 3(a) of the agreement the possession of the said unit was to be handed over within 36

months from the date of execution of agreement. Hence, the due date of possession comes out to be 07.04.2017.

40. 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....."

41. 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. 2021-2022(1) RCR (c), 357** reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022, it was observed 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."

42. 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 unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.
43. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.
44. **Admissibility of refund along with prescribed rate of interest:** The section 18 of the Act read with rule 15 of the rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates

which the State Bank of India may fix from time to time for lending to the general public."

45. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
46. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 24.05.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
47. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 95,62,114/- with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Rules *ibid*.

F.II To grant leave to the complainant to approach the AO for the relief of compensation for causing mental agony, harassment and financial stress to the complainant.

48. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (Decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of

compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority

49. Hence, the authority hereby passes this order and issues the following directions under section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- a. The respondent/promoter is directed to refund the entire amount of Rs. 95,62,114/- paid by the complainant along with prescribed rate of interest @ 10.85% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017 from the date of each payment till the date of refund of the deposited amount.
- b. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

50. The complaint stands disposed of.

51. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 24.05.2024