

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

Complaint no.	:	5233 of 2023
Date of decision	:	24.05.2024

1. Keshav Duggal 2. Geeta Duggal Both R/o - House no-43, Road no. 78, West Punjabi Bagh, New Delhi - 110026.	Complainants
Versus	
M/s Vatika Limited Address: Vatika Triangle, 4 th floor, Sushant Lok, Phase - 1, Block - A, Mehrauli-Gurugram Road, Gurugram - 122002	Respondent

CORAM:	
Shri Sanjeev Kumar Arora	Member
APPEARANCE:	
Sh. Siddharth Karnawat (Advocate)	Complainants
Sh. Vishal (Proxy Advocate)	Respondent

ORDER

1. The present complaint dated 08.11.2023 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations,

responsibilities and functions under the provisions of the Act or the rules and regulations made there under or to the allottees 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 complainants, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Tranquil Heights Ph.-I" at sector 82A, Gurgaon, Haryana
2.	Nature of the project	Group housing Project
3.	Project area	11.218 acres
4.	DTCP license no.	22 of 2011 dated 24.03.2011 valid up to 23.03.2019
5.	Name of licensee	M/s Ganesh buildtech Pvt. Ltd. & others, C/o Vatika Ltd.
6.	RERA Registered/ not registered	Registered vide no. 359 of 2017 area admeasuring 22646.293 sqm. Valid upto 30.04.2021
7.	Unit no.	3701, building A (Page no. 39 of complaint)

8.	Unit admeasuring	area	1915 sq. ft. (Page no. 39 of complaint)
9.	Date of builder buyer agreement		24.08.2015 (page 36 of complaint)
10.	Possession clause		<p><i>13. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT</i></p> <p><i>The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said Apartment within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in other Clauses 14 to 17 & 37 or due to failure of Allottee(s) to pay in time the price of the said apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure -1 or as per the demands raised by the developer from time to time oy any failure on the part of the Allottee(s) to abide by any of the terms or conditions off this agreement.</i></p> <p><i>Emphasis supplied</i></p>
11.	Due date possession	of	24.08.2019
12.	Total consideration	sale	Rs. 1,31,23,495/- [Page 9 of complaint]
13.	Amount paid by the complainants		Rs. 80,36,680/- [Page 10 of complaint]

14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:
 - I. Based on the representations made by the respondent, the complainant no. 1 booked a 3BHK apartment in the project. Thereafter, the respondent sent a letter to complainant No.1 on 25.09.2014 informing that a unit bearing no. 3701 situated on the 37th floor, Tower A in the afore-mentioned project having super area of 1915 sq. ft. has been allotted to them. In furtherance of the same a builder buyer agreement dated 24.08.2015 was executed between complainant no. 1 and the respondent.
 - II. That as per clause 13 of the agreement, the possession of the apartment was to be delivered within 48 months from the date of execution of the agreement. Hence, the possession of the apartment was to be delivered by 24.08.2019. That in pursuance of the subsequent events, complainant no.1 subsequently made a formal request

to the respondent to include the name of his mother, Mrs. Geeta Duggal, as a co-allottee in the aforementioned unit. In due course, the respondent acknowledged and accepted this request, and, by means of an endorsement letter dated 27.06.2018, formally incorporated Mrs. Geeta Duggal, (herein referred to as complainant no.2), as the second allottee. That their grievance is *inter-alia* that the respondent, despite receiving more than 60% of the total consideration of the apartment have failed to hand over the possession of the apartment within the promised time period. It is pertinent to note that out of the total consideration of Rs. 1,31,23,495/-, they had paid a total amount of Rs. 80,36,680.72/- to the respondent. When they saw the inordinate delay in the construction of the project they have made several representations to the respondent and sought refund of the total amount paid towards the consideration, however, all their requests were ignored by the respondent. That it is also pertinent to highlight here that the tower was never completed and there is no construction taking place at the project site. They were shocked and stunned when through some independent source, it came to their knowledge that the project is

permanently cancelled/discontinued by the respondent. Moreover, instead of repaying their hard-earned money, the respondent kept on giving false assurances to them that the project would soon be completed and would be handed over to them with delayed compensation.

- III. They had booked the unit in the year 2013 and as per the agreement shared by the respondent, the possession of the unit was supposed to be offered within a period of 48 months from the date of execution of the agreement. The agreement was executed between the parties on 24.08.2015 thereby the respondent was obligated to offer the possession of the unit to them by August 2019. However, till date the construction of the tower in which they has booked their unit has not even started.
- IV. The above-captioned matter is pari materia to the matter already being adjudicated by this Authority. They are a bona fide buyer and have made the booking on the representations and assurances given by the respondent of providing timely possession of the unit. That for the past four (4) years, the complainants have been running from pillar to post, seeking accountability for their money and dream home. The cause of action

for filing the present complaints arose on various dates as specifically mentioned hereinabove and since the construction is not yet complete, the cause of action is still continuing in their favour and against the respondent as on date of filing this complaint. Hence, the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. Direct the respondent for full refund of the entire amount paid by the complainants along with prescribed rate per annum from the date of receipt of payments.
- II. Direct the respondent to pay compensation of INR. 5,00,000/- to the complainants for mental agony, harassment, discomfort and undue hardships caused to them;
- III. Direct the respondent to pay a sum of INR, 1,00,000/- to the complainants towards litigation costs.

D. Reply by respondent:

5. The respondent made the following submissions in its reply:

- I. It may be noted that despite the challenges on account of huge default by buyers and demonetization affecting the development of the project, the construction of Turning Point Project was undertaken by the respondent in right earnest and the same proceeded in full swing.
- II. Further, it is the admitted position that they have only made payment of Rs. 80,36,680/- towards the booking of the said unit. Also, they have not made any further payment after the year 2016 till date. Thus, the Complainants have defaulted in making the payment as per the terms of the said agreement and therefore such frivolous complaint must be dismissed on the said ground itself. They have delayed and defaulted in making timely payments of instalments to the respondent.
- III. That it may be pointed out that almost all the buyers of the project had agreed for a payment schedule which is known as "construction link payment plan". The pace of construction and timely delivery of apartments in a project where majority of buyers have opted for construction linked payment plan is solely dependent on timely payment of demand raised by the respondent. It is stated that the delay, if any, is on account of reasons beyond the control of the OP (as explained herein below), therefore, there is no breach whatsoever on the part of OP. It is submitted that the OP has, as will be elaborated herein below, indefatigably strived and made best efforts possible to ensure that its endeavor to complete the construction is achieved.

- IV. Further, Vatika Limited has filed an application to Chief Administrator, HUDA, Sector-6, Panchkula, Haryana to grant award in favor of Vatika Limited to construct sector roads in sector 88A, 88B, 89A & 89B. That due to the said loss suffered by the OP in the said project, the OP had no other option but to apply for de-registration of the said project.
- V. The National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives and measures (GRAP) to counter the deterioration in Air quality in Delhi-NCR region especially during the winter months over the last few years. Among various measures NGT, EPCA, HSPCB and Hon'ble Supreme Court imposed a complete ban on construction activities for a total of 70 days over various periods from November 2016 to December 2019. These partial and unplanned bans have also become a factor for delay in construction of the project. In addition to the same the Government has imposed various restrictions on the construction sites. The several stretches of total and partial construction restrictions have led to significant loss of productivity in construction of our projects.
- VI. That the delay in completing the project is due to the reasons beyond the control of the developer. In the present case, there has been a delay due to various reasons which were beyond the control of the respondent and the same are enumerated below:

- a. Decision of the Gas Authority of India Ltd. (GAIL) to lay down its gas pipeline from within the duly pre-approved and sanctioned project of the Respondent which further constrained the Respondent to file a writ petition in the Hon'ble High Court of Punjab and Haryana seeking directions to stop the disruption caused by GAIL towards the project. However, upon dismissal of the writ petition on grounds of larger public interest, the construction plans of the Respondent were adversely affected and the Respondent was forced to reevaluate its construction plans which caused a long delay.
- b. Delay caused by the Haryana Development Urban Authority (HUDA) in acquisition of land for laying down sector roads for connecting the Project. The matter has been further embroiled in sundry litigations between HUDA and land-owners.
- c. Due to the implementation of MNREGA Schemes by the Central Government, the construction industry as a whole has been facing shortage of labour supply, due to labourers regularly travelling away from Delhi-NCR to avail benefits of the scheme. This has directly caused a detrimental impact to the Respondent, as it has been difficult to retain labourers for longer and stable periods of time and complete construction in a smooth flow.
- d. Disruptions caused in the supply of stone and sand aggregate, due to orders passed by the Hon'ble Supreme Court and the Hon'ble High Court of Punjab and Haryana prohibiting mining by contractors in and around Haryana.
- e. Disruptions caused by unusually heavy rains in Gurgaon every year.
- f. Disruptions and delays caused in the supply of cement and steel due to various large-scale agitations organized in Haryana.
- g. Declaration of Gurgaon as a Notified Area for the purpose of Groundwater and restrictions imposed by the state government on its extraction for construction purposes.
- h. Delayed re-routing by DHBVN of a 66KVA high-tension electricity line passing over the project.
- i. The Hon'ble National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives and measures to counter deterioration in Air Quality in the Delhi-NCR region, especially during winter months. Among these

measures were bans imposed on construction activities for a total period of 70 days between November 2016 to December 2019.

- j. Additionally, imposition of several partial restrictions from time to time prevented the Respondent from continuing construction work and ensuring fast construction. Some of these partial restrictions are:
- i. Construction activities could not be carried out between 6 p.m. to 6 a.m. for 174 days.
 - ii. The usage of Diesel Generator Sets was prohibited for 128 days.
 - iii. The entries of truck traffic into Delhi were restricted.
 - iv. Manufacturers of construction material were prevented from making use of close brick kilns, Hot Mix plants, and stone crushers.
 - v. Stringently enforced rules for dust control in construction activities and close non-compliant sites.
- k. The imposition of several total and partial restrictions on construction activities and suppliers as well as manufacturers of necessary material required, has rendered the Respondent with no option but to incur delay in completing construction of its projects. This has furthermore led to significant loss of productivity and continuity in construction as the Respondent was continuously stopped from dedicatedly completing the Project. The several restrictions have also resulted in regular demobilization of labour, as the Respondent would have to disband the groups of workers from time to time, which created difficulty in being able to resume construction activities with required momentum and added many additional weeks to the stipulated time of construction

- VII. The Government of India imposed lockdown in India in March 2020 to curb the spread of the Covid-19 pandemic. That severely impacted the respondent as it was constrained to shut down all construction activities for the sake of workers' safety, most of the labour workforce migrated back to their villages and home states, leaving the respondent in a state where there is still a struggle to mobilize adequate number of workers to start and complete the construction of the project

due to lack of manpower. Furthermore, some suppliers of the respondent, located in Maharashtra, are still unable to process orders which inadvertently have led to more delay.

6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties. The written submissions made by both the parties along with documents have also been perused by the authority.

E. Jurisdiction of the authority:

7. 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

8. 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

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

10. 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.
11. 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.*** SCC Online SC 1044 decided on 11.11.2021 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."

F. Finding on the objections raised by the respondent.

F.I Objection w.r.t. force majeure.

12. The respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as shortage of labour, various orders passed by NGT and weather conditions in Gurugram and non-payment of instalment by different allottees of the project but all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on

24.08.2015 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 24.08.2019 . The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than three years and even some happening after due date of handing over of possession, There is nothing on record that the respondent has even made an application for grant of occupation certificate. Hence, in view of aforesaid circumstances, no grace period can be allowed to the respondent- builder. Though some allottees may not be regular in paying the amount due but whether the interest of all the stakeholders concerned with the said project be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrong.

13. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and IAs 3696-3697/2020* dated 29.05.2020 has observed that-

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India.

The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."

14. The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by 24.08.2019 and is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

G. Findings on the relief sought by the complainant:

G.1 Direct the respondent to refund the paid entire amount paid by the complainants.

15. The complainants have booked a unit bearing no. 3701, building A admeasuring 1915 sq. ft in the above-mentioned project of respondent and the same led to execution of buyers' agreement on 24.08.2015. They have paid a sum of Rs. 80,36,680/- to the respondent against the total sale consideration of Rs. 1,31,23,495/- but due to misrepresentations w.r.t. the project, they did not pay the remaining amount and are seeking refund of the paid-up

amount besides interest from the respondent. Section 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)

16. Clause 13 of the buyer's agreement dated 24.08.2015 provides for schedule for possession of unit in question and is reproduced below for the reference:

13. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said Apartment within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in other Clauses 14 to 17 & 37 or due to failure of Allottee(s) to pay in time the price of the said apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure -I or as per the demands raised by the developer from time to time or any failure on the part

of the Allottee(s) to abide by any of the terms or conditions of this agreement.

(Emphasis supplied)

17. The respondent has proposed to hand over the possession of the apartment within a period of 48 months from date of execution of builder buyer's agreement. The builder buyer's agreement was executed *inter se* parties on 24.08.2015 and therefore, the due date of possession comes out to be 24.08.2019.
18. It is not disputed that the complainants are an allottee of the respondent having been allotted a unit no. 3701, building A admeasuring 19151 sq. ft. of the project known as Tranquil Heights, Phase I, Sector 82A, Gurugram for a total sale consideration of Rs. 1,31,23,495/-. The respondent in the reply has admitted that the project could not be delivered due to various reasons and it has filed a proposal for de-registration of the project in question. As of now, there is no progress in project at the site. Thus, the complainants are right in withdrawing from the project and seeking refund of the paid-up amount besides interest as the promoter has failed to raise construction as per the schedule of construction despite demands being raised from them and the project being abandoned.
19. Further in the judgement of the Hon'ble Supreme Court of India in the cases of *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)* reiterated in case of *M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*, 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."

20. 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 she wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by them in respect of the unit with interest at such rate as may be prescribed.
21. **Admissibility of refund along with prescribed rate of interest:** 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 him 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."

22. 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.
23. 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%.
24. The authority hereby directs the respondent/promoter to return to the complainants the amount received by it i.e., Rs. 80,36,680/- 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*.

25. Vide proceeding dated 24.05.2024, the proxy counsel for the respondent stated that they are ready to refund the amount but they will be able to pay in installments.

G.II Direct the respondent to award compensation of Rs. 5,00,000/- and litigation cost of Rs. 1,00,000/-


26. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. *Hon'ble Supreme Court of India in civil appeal titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.(supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before the Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

H. Directions of the Authority:

27. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure

compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent/promoter is directed to refund the amount paid by the complainants Rs. 80,36,680/- along with prescribed rate of interest @ 10.85% p.a. from the date of each payment till the actual date of refund of the amount.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
28. Complaint stands disposed of.
29. File be consigned to the registry.



Sanjeev Kumar Arora
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.05.2024