

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

**Complaint no.** 744 of 2023  
**Date of filing** 16.02.2023  
**Date of first hearing** 09.08.2023  
**Order Pronounced on** 11.12.2024

Avinash Lal and Ayaan Lal

**Both R/o :-** 45, Hindhede Walk, #09-08, Singapore-  
587978

**Complainants**

**Versus**

M/s Vatika Sovereign Park Private Limited  
**Regd. Office at:-** Flat no. 621A, 6<sup>th</sup> floor, Devika  
Towers 6, Nehru Place, New Delhi

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sh. Siddharth Karnawat (Advocate)

Sh. Venket Rao and Sh. Pankaj Chandola (Advocates)

Complainants

Respondent

**ORDER**

1. This complaint has been filed by the complainants/allottee(s) 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 provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details.**

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

Sr. No.	Particulars	Details
1.	Name of the project	Sovereign Park, Sector- 99, Gurugram
2.	Project Area	10.43125 acres
3.	Nature of the project	Group housing colony
4.	Registered/Unregistered	Registered Registration no. 285 of 2017 dated 10.10.2017 valid upto 09.10.2022 (Further extended upto 31.03.2025)
5.	DTCP License No. and validity status	119 of dated 06.12.2012 valid upto 05.12.2016 65 of 2013 dated 20.07.2013 valid upto 19.07.2017
6.	Application form	18.01.2016 (Page no. 26 of reply)
7.	Unit no.	1501, 15 <sup>th</sup> Floor, Building/Tower- B (Page no. 33 of complaint)
8.	Unit admeasuring	2750 Sq. ft. (Super Area) (Page no. 33 of complaint)
9.	Date of execution of flat buyer agreement	10.05.2016 (Page no. 30 of complaint)
10.	Addendum to BBA dated	10.05.2016 Clause 2- Earnest money- Forfeiture of 10% of BSP and PLC (Page 56 of complaint)
11.	Possession clause	<b>Clause 13.</b> <i>"The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said residential floor <b>within a period of 48 months from date of execution of this BBA</b> unless there shall be delay or there shall be failure due to reasons mentioned in clauses 14 to 17 &amp; 37"</i>

		<p>herein or due to failure of allottees to pay in time the price of the said apartment along with all the other charges and dues in accordance with the schedule of payments given in annexure-I or as per the demands raised by developer from time to time or any failure on part of the allottees to abide by any terms or conditions of the agreement.”</p> <p>(BBA at page no. 41 of complaint)</p>
12.	Due date of possession	10.11.2020 (Calculated to be 48 months from the date of agreement plus a grace period of 6 months in lieu of Covid-19)
13.	Total sale consideration	Rs. 2,39,80,000 (SOA dated 17.09.2024 at page no. 37 of reply)
14.	Total amount paid by the complainant	Rs. 84,35,706.80/- (SOA dated 17.09.2024 at page no. 37 of reply)
15.	Occupation Certificate	Not Obtained
16.	Offer of possession	Not offered
17.	Notice of termination owing to non-payment of instalments	03.09.2020 (Page no. 39 of reply)

**Note:** An application for dismissal of complaint dated 10.08.2023 has been filed by the respondent on the ground that the unit in question was booked in the name of co-allottees Mr. Avinash Lal and Mrs. Garima Lal. However, complainant stated that co-allottee Mrs. Garima Lal passed away in 2021, but no details pertaining to legal heirs of the deceased co-allottee has been provided by the complainant.

Thereafter, the complainant filed an application under Order 1 Rule 10 of CPC, 1908 read with Section 53 of the RERA Act dated 10.01.2024, seeking permission to add the legal guardian of the deceased co-allottee, i.e., the complainant himself and his minor son Mr. Ayaan Lal, further placing on record copy of legal heir certificate dated 18.06.2024 issued by the Uttarakhand Government.

The said application for impleadment of legal heirs was allowed by the Authority during the course of proceedings dated 24.07.2024.

**B. Facts of the complaint**

3. The complainant has made the following submissions vide his present complaint dated 16.02.2023:
- a) That based on the various representations made by the respondent, the complainant and his wife booked a unit in the project being developed by the respondent by paying an amount of Rs. 7,00,000/- as booking amount on 18.01.2016. Subsequently, the complainant and his wife were allotted a unit bearing no. B-1501 at 15th floor, having a super area of 2750 sq. ft. in the project of the respondent vide builder buyer agreement dated 10.05.2016. The total consideration of the unit was Rs. 2,39,80,000/-.
  - b) That the complainant continuously followed up with the respondent through telephonic calls and office visits, for execution of the builder buyer agreement. However, the respondent executed the agreement on 10.06.2016 only after a substantial delay from the date of booking. The agreement contained various one-sided, unilateral and arbitrary clauses, however, the complainant could not negotiate any of them since the respondent had by then collected a substantial amount towards the consideration of the said unit and any disagreement thereof would have led to cancellation of the unit and forfeiture of the earnest money, i.e., 10 % of the total cost of the unit as per clause 2 of the agreement. Thus, the complainant had no other option but to sign on the dotted lines. Further, as per clause 13 of the agreement, the possession of the unit was promised to be offered latest by 10.05.2020.
  - c) That the complainant booked the unit under a time linked payment plan and made a payment of Rs. 84,35,706.80/- till February 2016 towards the total consideration of the said unit. The complainant diligently followed the payment plan and paid the amount to towards the total consideration of the unit as and when demanded by the respondent.
  - d) That despite collecting a substantial amount towards construction of the unit, the respondent utterly failed to provide regular updates with respect to

the construction status of the said project. All the inquiries made by the complainant with respect to the construction updates fell on the deaf ears of the respondent and no proper response was received from their end. After continuous follow-ups, the complainant was left with no option but to inspect the said project and upon inspection the complainant was shocked to find that as on the promised date of possession, i.e., 10.05.2020 the project was far from completion.

- e) That the respondent offered an alternative unit in the project "Seven Elements" in 2020 to the complainant. However, the complainant denied the above offer because the respondent failed to disclose the fact that a road was scheduled to be built through the property. Because of declination, the respondent issued a notice of termination dated 03.09.2020 asking payment of Rs.19,02,996.25/- against the instalment failing which the respondent would cancel the agreement. Since there was no progress in the construction of the project and failure on account of the respondent to provide a timeline for completion of the said project, the complainant did not pay the amount of Rs.19,02,996.25/- raised by the respondent.
- f) That the complainant and his wife booked the unit in 2016 for their permanent home in India, unfortunately, the wife of the complainant left for the heavenly adobe on 04.11.2021. In view of the untimely death of the wife of the complainant, the complainant surrendered the citizenship of India in November 2022. The sole reason of purchasing the said unit was to settle down in India with his wife. However, the purpose of purchasing the said unit has been frustrated owing to death of his wife.
- g) That the respondent has failed to offer the possession of the said unit as per the agreement despite there being an inordinate delay of more than 2 years from the promised date of possession till date. The said submission of the complainant can be proved from the email dated 19.01.2022 sent by the

respondent. Thereafter, the complainant inspected the said project in November 2022 and was shocked to find out that the structure of the building is not even complete.

- h) That in *Fortune Infrastructure & Another vs. Trevor D' Lima & Ors.*, [(2018) 5 SCC 442] the Hon'ble Supreme Court held that a person cannot be made to wait indefinitely for possession of the flat allotted to him and is entitled to seek refund of the amount paid by him, along with compensation.
- i) That the possession of the said unit was said to be delivered in May 2020 but the respondent has failed to provide the possession despite there being an inordinate delay of more than 2 years from the promised date of possession as per the agreement. Presently, the construction status of the project is still at a nascent stage as the structure of the building is not even complete. Hence, it is submitted that the entire purpose of booking the said unit has utterly frustrated due to the inordinate delay in delivering the possession of the unit. In view of the same, the complainant seeks refund of the amount paid by them along with prescribed interest. Hence, the present complaint.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s):
- I. Direct the respondent to refund the amount of Rs.84,35,706.80/- with prescribed interest.
  - II. Direct the respondent to pay a sum of Rs.1,00,000/- towards litigation cost.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondents:**

6. The respondent is contesting the complaint on following grounds vide its reply/written submissions dated 20.09.2024:
- a) That after having keen interest in the project being developed by the respondent and post being satisfied with the specifications of the project, the

complainant decided to book a unit by applying through application form- and booked an apartment type 3BR, 15<sup>th</sup> floor, 2750 sq. mtr. with 2 car parking against which an amount of Rs.7,00,000/- as booking amount. Thereafter, the respondent on the same day, vide allotment letter dated 18.01.2016, allotted a unit bearing no. B-1501 on 15th floor having super area 2750 Sq. ft. in the aforesaid project.

- b) That the respondent vide letter dated 29.02.2016, served two copies of the builder buyer agreement for execution and requested the complainant to return the signed copy of the same for further execution within 30 days, while the complainant failed to do so.
- c) That the respondent had sent an invoice/demand for payment of the instalment payable within 3 months of booking amounting to Rs. 12,45,956.23/- in view of which the due date of making the payments was 17.04.2016. However, the payments were not made within time prescribed in the agreement as well as the said invoice.
- d) That after not receiving any response from the complainant, the respondent again issued reminder letter dated 05.04.2016, reminding the complainant that the agreement was sent to them on 29.02.2016 for execution but the same has not been signed and returned to the respondent till date, so respondent again requested the complainant to send the signed agreement within 30 days. Thus, the delay in execution of agreement was due to the complainant's own fault.
- e) That on 10.05.2016, builder buyer agreement, was executed between both the parties, for the subject unit having basic sale consideration of Rs. 22,00,00,00/- plus other charges. As per clause 7 of the agreement, time is the essence for payment of instalment due by the complainant against the unit as per the agreed payment schedule in the agreement.

- f) That on 10.05.2016, an addendum agreement, was executed between the complainant and the respondent, under which the respondent has substituted various clauses with changes which were duly within the knowledge of the complainant.
- g) That as per clause 13 of the agreement, the possession was proposed to be handed over within a period of 4 years from the date of execution of the agreement unless there shall be delay or there shall be failure due to reasons beyond the control of developer or due to government rules, orders etc. or due to failure of allottee (s) to pay in time the price of the unit along with all other charges and dues in accordance with the schedule of the payment.
- h) That the complainant being the habitual defaulter in terms of payment has failed to adhere to the payment plan and violated the terms and conditions embodied under clause 7 of addendum agreement.
- i) That the complainant is defaulting in making timely payments from initial stages of booking. As per the agreed payment schedule, respondent vide letter dated 29.03.2016, informed the complainant that the complainant has achieved the second milestone and is supposed to pay Rs.12,45,956.25/- for the same purpose by 17.04.2016, which the complainant failed to do so. After much pursuance, the complainant paid only a part of said invoice/payment schedule.
- j) Further, on 08.05.2019, the respondent issued invoice for the payment of Rs.53,40,720/- which was supposed to be paid by 24.05.2019 as per the said agreement for milestone-Within 24 Months of booking or Casting of Top Floor Roof Slab whichever earlier, which the complainant failed to do so. The respondent then after non-payment of dues, requested the complainant to clear the pending dues of Rs. 53,40,720/- within 24 months of the booking or casting top floor roof slab, which remains unpaid till date. It is pertinent to



mention herein that the complainant stopped responding to the respondent and his last payment was made in February 2016.

- k) That the complainant has till now paid an amount of Rs. 84,35,706.80/- to the respondent against the basic sale consideration of Rs. 2,20,00,000/- plus other charges which in itself shows the conduct of the complainant in not paying the pending dues. Further, as per clause 17 of the agreement, the complainant also agreed that the respondent shall not be liable for any amount of compensation for such extension which is caused due to reasons beyond the control of the developer.
- l) That the respondent was further bound to adhere with the order and notifications of the Courts and the government. The details of ban on construction activities vide various directions of NGT or statutory authorities, etc. are detailed as under-

Sr. No.	Courts, Authorities, etc. along with date of order	Relevant case laws	Duration of Ban being imposed by respective Court/Authority
1.	National Green Tribunal (08.11.2016 and 10.11.2016)	Vardhman Kaushik Vs. Union of India	08.11.2016 to 16.11.2016 (8 days)
2.	National Green Tribunal (09.11.2017)	Vardhman Kaushik Vs. Union of India	09.11.2017 - Ban was lifted after 10 days (10 days)
3.	National Green Tribunal (18.12.2017)	Vardhman Kaushik Vs. Union of India	18.12.2017 to 08.01.2018 (22 days)
4.	Delhi Pollution Control Committee (DPCC), Department of Environment, Government of NCT of Delhi (14.06.2018)	Order/Notification dated 14.06.2018	14.06.2018 to 17.06.2018 (3 days)
5.	Haryana State Pollution Control Board/ Environment Pollution (Prevention & Control Authority)-EPCA	Press Note - 29.10.2018 and later extended till 12.11.2018	01.11.2018 to 12.11.2018 (11 days)
6.	Hon'ble Supreme Court/	3 days Construction ban in Delhi/NCR	24.12.2018 to 26.12.2018 (3 days)

	23.12.2018		
7.	Central Pollution Control Board		26.10.2019 to 30.10.2019 (5 days)
8.	Environment Pollution (Prevention & Control Authority)-EPCA- Dr. Bhure Lal, Chairman	Complete Ban	01.11.2019 to 05.11.2019 (5 days)
9.	Supreme Court - 04.11.2019	M. C. Mehta Vs. Union Of India W.P. (C) 13029/1985	04.11.2019 to 14.02.2020 (3 months and 11 days)
10.	Ministry of Housing & Urban Affair, Government of India - Covid-19 Lockdown 2020	Notification dated 28.05.2020	Complete 9 months extension with effect from 25.03.2020 (9 months)
11.	Covid-19 Lockdown 2021		8 weeks
12.	Haryana Real Estate Regulatory Authority, Panchkula extension on Second Wave	Extract of the Resolution passed in the meeting dated 02.08.2021,	3 months

- m) That notice of termination dated 03.09.2020 was sent only after having no option left with the respondent, as respondent had time and again intimated the complainant to adhere with the framework of the agreement, but the complainant did not paid heed to such requests. It is furthermore stated that again 7 days' period was provided to the complainant through termination notice. However, no steps were taken by the complainant.
- n) That the complainant being a spectacular investor via its communication dated 29.03.2022 states that the price of the said unit in the market is lower than the price for which it was booked and expressed his intention to cancel the said unit.
7. 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 based on these undisputed documents and submission made by the parties.

**E. Jurisdiction of the Authority:**

8. The respondent raised an objection that this Authority does not have the territorial jurisdiction to deal with the present complaint. However, the

Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial Jurisdiction:**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with this complaint.

**E.II Subject-matter Jurisdiction:**

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

**Section 11(4)(a)**

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

**Section 34-Functions of the Authority:**

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

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

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

**F.I Objections regarding force majeure.**

12. The respondents-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been

delayed due to force majeure circumstances such as orders passed by National Green Tribunal to stop construction, non-payment of instalment by allottees. The plea of the respondent regarding various orders of the NGT and other authorities advanced in this regard are devoid of merit. The orders passed by NGT banning construction in the NCR region was for a very short period and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Also, there may be cases where allottees has not paid instalments regularly but all the allottees cannot be expected to suffer because of few allottees. Thus, the promoter respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

**F.IV Objection regarding delay in completion of construction of project due to outbreak of Covid-19.**

13. It is observed that the respondent was liable to complete the construction of the project, and the possession of the said unit was to be handed over by 10.11.2020 and is claiming benefit of lockdown amid covid-19. In view of notification no. 9/3-2020 dated 26.05.2020, the Authority has allowed six months relaxation due to covid-19 and thus with same relaxation, even if due date for this project is considered as 10.05.2020 + 6 months, possession was to be handed over by 10.11.2020, but the respondent has failed to handover possession even within this extended period. Moreover, the occupation certificate/part OC is not yet obtained by the respondent from the competent Authority.

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

**G.I Direct the respondent to refund the amount of Rs.84,35,706.80/- with prescribed interest.**

14. The factual matrix of the case reveals that the complainants were allotted unit no. 1501, 15<sup>th</sup> floor, tower B in the project "Vatika Sovereign Park", Sector 99, Gurugram, Haryana of the respondent/builder. The builder buyer agreement followed by an addendum agreement was executed between the parties on

- 10.05.2016. The complainant had paid an amount of Rs.84,35,706.80/- against the basic sale consideration of Rs.2,39,80,000/-. The due date of possession had to be calculated to be four years from the date of execution of the builder buyer agreement along with grace period of six months in lieu of notification no. 9/3-2020 dated 26.05.2020. Accordingly, the due date of possession comes out to be 10.11.2020.
15. The plea of the respondents is that the unit of the complainant was cancelled by the respondents vide termination letter dated 03.09.2020 on account failure of the complainant to make payment of the outstanding dues. To corroborate further, the respondent placed on record reminders and demand letters being sent by the respondents to the complainant to make payment of outstanding dues.
16. Perusal of case file reveals that the said notice of termination dated 03.09.2020 was issued by "M/s Vatika Limited", however as per the addendum agreement executed between the parties on 10.05.2016, M/s Vatika Limited had transferred the project to "M/s Vatika Sovereign Park Pvt. Ltd." Therefore, Authority is of the view that since "M/s Vatika Limited" had no authority to develop or sell the project, therefore, the said notice of termination letter dated 03.09.2020 issued by "M/s Vatika Limited" in favour of the complainants is declared to be void-ab-initio and is hereby quashed.
17. Further, the complainants herein, intends to withdraw from the project and are seeking refund of the entire amount paid by them under Section 18(1) of the Act of 2016, *ibid*.

**"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. -*

*in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or 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."***

18. Keeping in view the fact that the allottee-complainants wishes to withdraw from the project and seeks refund of the amount received by the promoter in respect of the unit with interest. The matter is covered under Section 18(1) of the Act of 2016. Accordingly, the respondents are liable to return the amount received by him from the allottee in respect of the subject unit with interest at the prescribed rate.

19. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund the amount paid by them at the prescribed rate of interest as provided under Rule 15 of the Rules, *ibid*. 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.***

20. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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 ease uniform practice in all the cases.

21. Consequently, as per the 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., 11.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate + 2% i.e., 11.10%.

22. The definition of term 'interest' as defined under Section 2(za) of the Act provides that 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. The relevant section is reproduced below:

***"(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;"*

23. The non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 11.10% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in Rule 16 of the Haryana Rules, 2017.

**G.II Direct the respondent to pay a sum of Rs.1,00,000/- towards litigation cost.**

24. The complainants in above-mentioned reliefs is seeking compensation. 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. 2021-2022 (1) RCR (c) 357*, 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. Therefore, the complainants are at liberty to approach the adjudicating officer for seeking the relief of compensation.

**J. Directions of the authority**

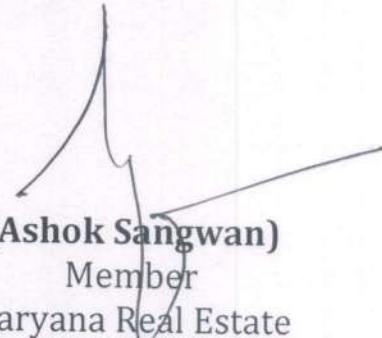
25. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

- I. The respondent/promoter is directed to refund the amount received by it from the complainant, i.e., Rs. 84,35,706.80/- along with interest at the rate of 11.10% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount within the timelines provided in Rule 16 of the Haryana Rules, 2017.
- 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.

26. Complaint stands disposed of.

27. File be consigned to registry.

**Dated: 11.12.2024**



**(Ashok Sangwan)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram