

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

Complaint no. :	289 of 2024
Order reserved on :	07.11.2024
Order pronounced on:	02.01.2025

1. Anju Sharma

2. Anupama Sharma

Both R/o: D-96, SF, Panchsheel Enclave, New Delhi-110017

Complainants

Versus

DSS Buildtech Builders Pvt. Ltd

Regd. office: 506, 5th Floor, Time Square Building, B-Block,
Shushant Lok, Phase 1, Gurugram, Haryana

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Rishi Raj Sharma (Advocate)

Shri Harshit Batra (Advocate)

**Complainants
Respondent**

ORDER

1. The present complaint 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 allottee as per the agreement for sale executed inter-se them.

A. Unit and Project-related details:

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, the due date of proposed handing over of the possession,

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and the delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"The Melia", Sector-35, Sohna, Gurugram
2.	Total area of project	17.418754 acres
3.	Nature of the project	Group Housing Complex
4.	DTCP license no.	77 of 2013 dated 09.08.2013 valid up to 09.08.2024
5.	Registered/not registered	Registered vide no. 288 of 2017 dated 10.10.2017 valid up to 26.04.2025
6.	Unit no.	G-1104, 11 th floor [Page 69 of complaint]
7.	Area of the unit	1350 sq. ft. [Page 69 of complaint]
8.	Date of allotment letter	08.01.2016 [Page no. 69 of the complaint]
9.	Date of execution of BBA	Annexed but not executed [Page no. 72 of the complaint]
10.	Possession clause	14.1 <i>Subject to the terms hereof and to the Buyer having complied with all the terms and conditions of this Agreement, the Company proposes to hand over possession of the Apartment within a period of 48 (forty eight months) from the date of receiving the last of Approvals required for commencement of construction of the Project from the Competent Authority and or the date of signing the agreement whichever is later and to this period to be added for the time taken in getting Fire Approvals and Occupation Certificates and other Approvals required before handing over the possession of</i>

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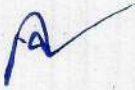
		<i>the Apartment or for such other requirements/conditions as may be</i> ... [Page no. 82 of the complaint]
11.	Consent to establish	15.09.2017 (Page 58 of reply)
12.	Due date of possession	15.03.2022 [Note: Calculated from consent to establish + 48 months as per draft BBA clause annexed with complaint + 6 months of grace period is allowed unconditionally]
13.	Sale consideration	Rs. 80,69,850/- [Page 99 of the complaint]
14.	Total amount paid by the complainant	Rs. 76,39,003/- [As per SOA at page no. 6 of the reply]
15.	Offer of possession	Not Offered
16.	Occupation certificate	Applied on 17.08.2023 but not yet obtained (Page no. 80 of the reply)

B. Facts of the complaint:

3. In the year 2013, the Respondent, through advertisement and mass media and realtor agents, was heavily engaged in selling the residential project in Sector - 35, Sohna, District Gurgaon, Haryana, by the name of "THE MELIA", representing itself to be a reputed builder with an enormous experience and claims of proved track record of delivering the projects in time.
4. The complainants were promised/assured timely delivery of possession of the apartment/floor within the next 48 months. Acting upon the said representations, the complainants were induced to part with their money, in the

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- shape of the booking amount of Rs. 6,00,000/-, of a residential unit bearing No. 1104, 11th Floor in Tower G, stated to be comprised of an approximate super area of 1350 sq. ft. (125.42 sq.mt).
5. After the aforesaid amount was paid, it was represented by the respondent that the subject apartment was offered for sale on the construction linked payment plan, with a basic sale cost of Rs. 65,47,500/- and that the fully complete residential unit with all amenities, facilities, common areas and parking etc. would be delivered in a fully finished residential complex.
 6. From 01.12.2013 to 03.11.2013, the respondent, from time to time, kept on demanding payment of the construction linked instalments, simultaneously representing, assuring, stating and confirming that the construction was taking place as per the agreement and the projected construction place was being duly adhered to and that it was imperative that the complainants keep making all such payments so demanded failing which they would be visited with a penalty of delayed payment, heavy rate of interest and other negative consequences including but not limited to cancellation of booking and forfeiture of the amounts already paid. The complainants paid Rs. 71,18,301/-, as against the demand of Rs. 71,18,292/-, having paid Rs. 9/- in excess to the demand so raised.
 7. It is pertinent to note that on 08.01.2016, the complainants were allotted unit No. G -1104, which was to be made available at a basic cost of Rs. 65,47,500/- along with additional charges as applicable.
 8. Subsequently, the respondent provided the apartment buyers' agreement on 25.05.2016 for execution. However, none of the respondent executives/ representatives were available whenever the complainants tried to reach them for execution of the same, at the same time, the respondent with a deceitful intent, keep on issuing standard letters for execution, however, none of the representative paid heed to the oral requests made by the complainant. Even



after the respondent not being available for execution, it kept on demanding payments as per the payment plan, which the complainants had no other option but to comply with. The callous nature of respondents is manifest from the fact that till 21.04.2017, the agreements were not provided to the complainants.

9. As per clause 14.1 of the aforesaid apartment buyers agreement, it was agreed by the respondent to deliver possession of the allotted unit to the complainants within 48 months of the date of receiving the last approvals required commencement of construction of the project from the competent authority or the date of signing of the agreement, whichever is later, and the same was assured to the complainants, *vide* various emails that were sent to the complainants, updating about the status of the project and in specific the tower in which, the apartment of the complainants was allotted. Thus, as per the apartment buyer's agreement itself, the date of delivery of possession comes out to be 27.02.2020.
10. The respondent sent a demand letter dated 27.02.2016 to the complainants' demanding payments on the basis of start of excavation of the tower. As per the customer ledger, the demand arose on 20.02.2016. However, between December 2018 to December 2023 another five years elapsed and the inaction on the part of the respondent has transcended beyond all norms of adherence to the contractual obligations, statutory obligations and social responsibility expected from an entity in the housing sector, ethicality and fairness in the business approach. It also reflected upon the respondent's little or no respect towards law or the legal procedure, despite being on the wrong side of the same. It was clear that even after receiving the full amount, the respondent has no inclination to deliver the allotted apartment to the complainants. The respondent's disinclination is fortified by the fact that on the ground, the status of construction indicates that the same is nowhere near completion in the near future.

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11. During these 5 years, the complainants have made repeated and regular follow-ups and requests which were ignored by the respondent for the part so many years, and frivolous excuses were made to dissuade the complaints to go to Courts/HRERA and/or approaching the Police authorities for action against the Respondent and their representative, officials, brokers and employees.
12. As it so transpired that in March 2023, when the construction was already hopelessly delayed, the Respondent offered to swap the allotted Unit G-1104 with another Unit, which as per its representation, was fully complete and available in finished condition, in the adjoining tower on the same floor level and having orientation towards same directions. It was further represented by respondent that the tower in which the complainants were originally allotted the Unit No. G-1104, would take substantial time to complete and that even after completion it would take further time to get integrated with the entire complex so as to be conducive for human inhabitation.
13. The complainants *bona fide* believed that the respondent's above representations were genuine, particularly keeping in view that the respondent offered an unconditional swap, expressing appreciation of the plight of the complainants and also because respondent gave an impression that it is genuinely interested in settling the matter with the complainants who had made their displeasure and intent to fight legally for their rights. however, the moment the complainant's favorable inclination towards considering the offer of swapping, the respondent revealed its true intent of laying a trap for the complainants by entangling them with the lure of false and frivolous offers so that they neither get their property nor their money.
14. The respondent's dishonest intentions based themselves when it demanded additional amounts for the unit in the adjoining tower under various heads by the way of its communication dated 06.05.2023.
15. Subsequently, the respondent on 05.07.2023 invited the complainant to get

get the self-attested KYC done for registration of the originally allotted apartment G-1104. Thus, the respondent on one hand, offered to swap the apartment in another tower on the other hand was dishonestly inviting the complainants to get the registration of the originally allotted apartment i.e. G-1104.

16. The complainants, through their legal counsel, sent a legal notice dated 28.08.2023 (served through speed post on 06.09.2023) to the respondent highlighting their concerns and sought a refund of total amount paid to the respondent along with interest i.e. SBI MCLR plus 2 % i.e. 10.70%. the respondent did not respond to the said legal notice.
17. Given the conduct of the respondent and the facts and circumstances, the complainants have suffered mental harassment and agony by the conduct, attitude and approach of the Respondent through the whole process in the last 10 years. The misrepresentations made by the respondent in dishonestly luring the complainants into parting with their hard-earned money and thereby affected them adversely in as much as the said promises were never going to be fulfilled. All the promises are still being given to the other buyers who and has the complainants been aware of the misrepresentations and fraud trade practices of the respondent, they would not have invested in the said project at all and instead would have utilized the said amount more effectively somewhere else.

C. Relief sought by the complainants:

18. The complainants have sought the following relief(s):
 - i. Direct the respondent to refund the total amount of Rs. 71,18,301/-paid by the complainants to the respondent in respect of unit along with interest as per HRERA compound interest per annum from the date of deposit till the realization of the amount.
 - ii. Direct the respondent to pay towards mental harassment and agony caused

along with litigation charges Rs. 5,00,000/- and inflammation charges.

iii. Any other relief which this Hon'ble Authority deems fit and just.

19. 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 respondent:

20. The present complaint is nothing but an arm-twisting tactic adopted by the complainants herein to wriggle out from their obligations under the terms and conditions of the allotment letter 08.01.2016 and has been filed only to extort money from the respondent herein. It is a settled position of law that parties to a contract are bound and governed by the terms and conditions agreed thereunder, and cannot travel beyond the scope of such agreement. That the relationship between the parties is purely contractual and hence, all the rights and obligations of the parties have to be derived from the agreement only.

21. The the complainants after conducting their own due diligence and after being fully satisfied with the details of the project, approached the respondent and submitted an application dated 16.11.2013 for booking of a 2 BHK apartment admeasuring 1350 Sq. Ft. at the basic sale price of Rs. 4850/- per sq. ft. plus other statutory charges and taxes, as applicable, for the total sale consideration of Rs. 79,34,850/- (without tax & IFMSD) and paid a sum of Rs. 6,00,000/- as booking amount. The complainants have agreed and signed the payment plan for payment of instalments dues as per Construction Linked Plan.

22. The respondent herein obtained the building plan (BR-II) on 21.04.2015. It is pertinent to mention that clause 3 of the sanctioned plan stipulates that the developer shall obtain clearance/NOC from the Fire Department, Gurugram before starting the construction/execution of development works at site. Furthermore, clause 17 (iv) of the sanctioned Building Plan stipulated that the developer shall obtain an NOC from the Ministry of Environment & Forests as



per provisions of the Notification No. S.O. 1533 9E1 dated 14.09.2006 before starting the construction/execution of development works at site.

23. Thereafter, pursuant to the submission of the application form by the complainants and their commitment to make timely payment of demands, on 08.01.2016 the respondent herein issued an allotment letter to the complainants wherein, a residential unit bearing no. g-1104, 11th floor in tower-g, was allotted to the complainants.
24. Fire Clearance/NOC was obtained by company on 09.02.2016 and the same was submitted to DTCP Haryana. It is pertinent to mention that Section 15 of the Haryana Fire Safety Act, 2009 makes it mandatory for a builder/developer to obtain the approval of the Fire Fighting Scheme conforming to the National Building Code of India and obtain a No Objection Certificate (NOC) before commencement of construction.
25. On 25.05.2016, the respondent herein sent a cover letter along with two copies of the Builder Buyer Agreement to the complainants and requested them to execute same, however the complainants for reasons best known to themselves, failed to execute the same.
26. on 20.09.2016 respondent received the Environmental Clearance from State Environment Impact Assessment Authority (SEIAA). It is pertinent to mention that clause 1 of the Environment Clearance stipulates that the developer has to obtain "Consent to Establish" from the Haryana State Pollution Control Board under Air and Water Act, and a copy shall be submitted to the SEIAA before the start of any construction works at site.
27. In in terms of the provisions of the Environmental Clearance dated 20.09.2016, the respondent herein applied for the 'Consent to Establish' from the Haryana State Pollution Control Board, and was granted the same on 12.11.2016. It is submitted that 'Consent to Establish' is in fact the last approval necessary prior to commencement of construction work.

28. Despite constant follow-ups and requests the complainants did not come forward to execute the buyer's agreement. That on 20.04.2017 the respondent again sent a letter requesting the complainants to execute the buyer's agreement. That the complainants yet again failed to come forward to execute the buyer's agreement thereafter many reminders through letters and email were sent regarding execution of buyer's agreement but the complainants did not pay any heed to the requests of the respondent and till date the complainants have failed to execute the buyer's agreement.
29. The said project of the respondent is duly registered under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 vide HRERA Registration No. 288 of 2017 dated 10.10.2017. It is pertinent to note that the respondent has been granted extension of RERA Registration Certificate dated 28.11.2022 and the said extension is valid till 26.04.2025
30. The proposed due date for the offer of possession can be regarded as 26.04.2025 i.e. the date of validity of RERA registration certificate. That a similar proposition was observed by this Hon'ble Authority in the matter of Ashrita Singh and Ors. Vs. Landmark Apartments Pvt. Ltd. MANU/RR/0148/2020 bearing Complaint No. 3013 of 2019, where the promoter has not mentioned a due date of the project in the agreement to sell or memo of understanding, it was noted that in such a circumstance, the date of validity of the RERA Registration shall be treated as the due date of possession of the project.
31. As per statement of account dated 26.03.2024 of the complainants have paid 76,39,003/- against the said unit and construction work of the said project is complete and the internal and external development work of the said project is going on with full swing. Photographs showing the current status of development of the project.

32. On 17.08.2023, vide application before the DTCP, the respondent herein has applied for the Occupation Certificate for towers A, D, E & F of the said project and will possibly apply for the remaining towers of the said project soon.
33. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

34. The plea of the respondent regarding the rejection of the complaint on the grounds of jurisdiction stands rejected. 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

35. 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 the entire Gurugram District for all purposes 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

35. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the the allottee as per the 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;

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Section 34-Functions of the Authority:

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

36. Hence, given 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.

F. Findings on relief sought by the complainants:

F.I Direct the respondent to refund the amount of Rs. 71,18,301/- received by the promoter in respect of the allotted unit with interest at the prescribed rate.

37. The complainants were allotted a unit in the project of respondent "The Melia" in at sector 35, Gurgaon vide allotment letter dated 08.01.2016 for a total sum of Rs.80,69,580/- and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 76,39,003/-. The complainants intend to withdraw from the project and are seeking refund of the paid-up amount as provided under the section 18(1) of the Act. Sec. 18(1) proviso reads as under:

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 of 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."

38. As per clause 14.1 of the draft agreement provides for handing over of possession and is reproduced below:

*Subject to the terms hereof and to the Buyer having complied with all terms and conditions of this Agreement, **the company proposes to hand over possession of the Apartment within a period of 48 months from the date of receiving the last of Approvals required for commencement of construction of the Project from the Competent Authority and or the date of signing the agreement whichever is later** and to this period to be added for the time taken in getting Fire Approvals required before handing over the possession of the Apartment or for such other requirements/conditions as may be directed by the DGTCP. The resultant period will be called as "Commitment Period". However, this Committed Period will automatically stand extended by **for a grace period of 180 days** for issuing the Possession Notice and completing other required formalities ("Due Date of Possession")*

39. On consideration of the abovementioned clause, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 14.1 of the draft agreement, the possession of the subject unit was to be delivered within a period of 48 months with an additional grace period of 6 months from the date of execution of the agreement or date of obtaining all licenses or approvals. The due date determined in similarly situated units of the above project is calculated 48 months from date of consent to establish i.e., 15.09.2017. Accordingly, the due date of possession comes out to be 15.03.2022 (calculated from consent to establish + 48 months as per clause 14.1 of draft buyer's agreement + 6 months of grace period is allowed unconditionally) and there is a delay of more than 3 years on the date of filing of complaint to handover the possession of the allotted unit.

40. The occupation certificate of the buildings/towers where allotted unit of the complainants is situated is still not received till date. The complainants are seeking refund of the amount received by the promoter on failure of promoter

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to complete or unable to give possession of the unit in accordance with the terms of the buyer's agreement, wished to withdraw from the project.

41. Keeping in view the fact that the allottees/complainants wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.
42. **Admissibility of refund at prescribed rate of interest:** The complainants intend to withdraw from the project seeking refund amount on the amount already paid by them in respect of the subject unit at the prescribed rate of interest 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.

43. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rule, 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.
44. 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., 02.01.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

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45. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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—

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 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;"

46. Further in the judgement of 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) 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."

47. 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). 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 they wish 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.

48. The authority hereby directs the promoter to return the amount received by it i.e., Rs.76,39,003/- with interest at the rate of 11.10% (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 *ibid*.

F.II Direct the respondent to pay towards mental harassment and agony caused along with litigation charges Rs. 5,00,000/- and inflammation charges

49. The complainants are seeking above mentioned relief w.r.t. 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. (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.

G. Directions issued by the Authority:

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

I. The respondent is directed to refund the entire amount of Rs. 76,39,003/- paid by the complainants along with prescribed rate of interest @ 11.10% p.a. from the date of each payment till the actual date of refund of the deposited amount as per provisions of section 18(1) of the Act read with rule 15 of the rules, 2017.


II. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.

III. The respondent is further directed to not to create any third-party rights against the subject unit before full realization of the paid-up amount along with interest thereon to the complainants and even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of allottees-complainants.

51. Complaint stands disposed of.

52. File be consigned to the Registry.

Dated: 02.01.2025


(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram