

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

Complaint no.	3812 of 2023
Date of filing	29.08.2023
Order pronounced on	22.05.2025

Anjali Bansal Purkayastha

R/o: J-962, Ansals Palam Vihar, Gurgaon, Haryana-122017

Complainant**Versus****Bright Buildtech Pvt. Ltd.**

Regd. Office: D-35, Anand Vihar, New Delhi, East Delhi-110092

Respondent**CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Shri Sameer Jain (Advocate)

Shri Jagdeep Singh Gill (Advocate)

**Complainant
Respondent****ORDER**

1. The present complaint has been filed by the complainant/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, and the delay period, if any, have been detailed in the following tabular form:

A

S. No.	Particulars	Details
1.	Name and location of the project	"Woodview Residencies", Sector-89 & 90, Gurgaon
2.	Nature of the project	Residential Plotted Colony
3.	Project area	101.081 acres
4.	DTCP license no.	59 of 2013 dated 16.07.2013
5.	RERA Registered/ not registered	Lapsed
6.	Unit No.	B-60 SF, 2 nd Floor (Page no. 24 of complaint)
7.	Area of unit	1336 sq. ft.
8.	Date of allotment	11.02.2015 (Page no. 24 of complaint)
9.	Date of builder buyer agreement	21.08.2015 (Page 27 of complaint)
10.	Possession clause	5.1 Possession of Dwelling Unit the construction of Building Block in which the Dwelling Unit is situated within 36 months, with a grace period of 6 months from the date of issuance of allotment letter provided that all amounts due and payable by the Buyer has been paid to company. (Emphasis supplied) (Page no 33 of complaint)
11.	Due date of possession	11.08.2018 (As per BBA calculated from 36 months from the date of allotment + Grace period of 6 months is allowed unconditionally)
12.	Sale consideration	Rs.78,34,525/- (Page no. 46 of complaint)
13.	Total amount paid by the complainant	Rs.26,07,577/- (As per page 17 of complaint)
14.	Occupation certificate	Not Obtained
15.	Offer of Possession	Not Offered

B. Facts of the complaint:

3. The complainant has made following submissions in the complaint:

- a. The respondent gave wide publicity in the print and electronic media for its project known as "Woodview Residences in Sector 89, Gurgaon, and Haryana" *inter alia* promised the timely completion of construction and handing over of possession.
- b. Pursuant to the representations of the respondent and his agents, the complainant applied for allotment of a residential floor/dwelling unit in the said project and was allotted flat bearing no. B- 60- SF, Tower B of the said project, having covered area of 1,336.00 Sq. ft i.e. plot size 183 sq. yds, super area 1,090.00 sq. ft and basement/terrace area 246.00 sq. ft. The total sale consideration for the said residential unit was fixed for INR 7,834,525/- inclusive of all applicable taxes. The complainant by making a payment of Rs. 8,00,000/- as booking amount to the respondent on November 20, 2013 booked the said unit in the given project. The amount of Rs. 8,00,000/- was paid by the complainant vide cheque drawn on ICICI Bank and same was duly acknowledged by the respondent vide its payment acknowledgment letter dated April 02, 2014.
- c. Subsequently vide its letter dated 2nd April 2014, the respondent issued a provisional letter of allotment of the unit to the complainant in the said project. Thereafter, the respondent issued allotment letter dated 11.02.2015 of independent floor, unit no. B-60, second floor, residential unit admeasuring 1,336 sq. ft., plot area 183.00 sq. yd., super area 1,090.00 Sq. Ft., terrace/basement area 246.00 sq. ft in "Woodview Residences" in Sector 89, Gurgaon, Haryana.
- d. The respondent executed the buyer's agreement dated 21st August 2015 with the complainant. As per clause 5.1 of the builder buyer agreement dated 21st August 2015, the respondent was supposed to complete the

development/construction of the unit in 11th February 2018 with 6 months grace period i.e. 11th August 2018.

- e. The complainant had made a total payment of INR. 26,07,578/- as per the payment plan till date to the respondent. In pursuance to the above said payment, flat the buyer's agreement dated August 21, 2015 was executed between the applicant and the respondent. As per clause 5.1 of the agreement, the respondent was under contractual obligation for timely completion of the said project and the unit, within the stipulated period of 36 months from the date of issuance of the letter of allotment. However, when the complainant visited the site personally, she was utterly shocked to notice that there was neither any significant construction activity at the site nor any signs of development of the project and the said unit and was visible at the construction site.
- f. The complainant had been consistently following up with the respondent about the completion of construction and delivery of possession of the said unit and the respondent had been assuring the complainant that the construction would be completed within the contracted time. Thereafter, when it became apparent that the construction of the said unit would be unable to be completed within the contracted time, the respondent began to give evasive and vague answers to all queries of the complainant regarding the completion of the construction of the said unit.
- g. The respondent holding a position of power and authority, has misused it, while deceiving the complainant by misappropriating complainant funds and committing a breach of contract, have as well redirected the money given by the complainant for personal benefits. On the other hand, the complainant is a law abiding, tax-paying and a respected member of the society as well a

consumer who has been dishonestly subjected to fraud, deception and malpractices adopted by the respondent.

- h. The respondent, whose plans since the very beginning was to deceive the complainant, cheated and defrauded her by misappropriating her money. That the malice of the respondent is evident and can be cemented by their lackadaisical attitude towards the complainant. That the hard-earned money of the complainant has been lying with the opposite party since 2013. In light of the aforesaid facts and circumstances, the respondent is liable to pay refund the paid consideration and interest to the complainant.

C. Relief sought by the complainant:

4. The complainant has sought the following relief(s):
- a. Direct the respondent to refund the entire amount of Rs.26,07,578/- to the complainant along with interest at the rate of MCLR + 2 % per annum of delay on the aforementioned sum of money paid by the complainant to the respondent from the date of such payment till the date of order from the Hon'ble Authority.
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 respondent:

6. The respondent has made following submissions in the reply:
- a. The respondent (Bright Buildtech Pvt. Ltd.) is developing the project namely 'Woodview Residences' (now known as "ACE Palm Floors") on its share in the project land measuring 101.081 acres situated at revenue estate of village Hayatpur, Sector-89 and 90, Gurugram ('said project').
- b. M/s. Ace Mega Structures Private Limited ("Ace") as 'Development Manager' for development, construction, sales, has been appointed for development

and marketing of the project vide 'Development Management Agreement' dated 23.05.2019 only with the objective of ensuring expeditious development of the project and to provide professionally proficient customer-care interaction.

- c. Role and responsibility of ACE is restricted to managing and supervising the construction and development of the said project and to ensure timely completion. The status of ACE is purely that of a service provider who shall receive a fee as consideration for providing project management and development services to the respondent.
- d. The complainant on her own free will and volition had approached the respondent for allotment of 'unit' in said project and initially submitted application form for booking the dwelling unit in the said project.
- e. Upon submission of the application form for allotment of the unit, the respondent vide letter of allotment dated 11.02.2015 had allotted to the complainant flat no. B-60, second floor at the basic sale price plus EDC, IDC charges plus club members fee plus interest free maintenance security totalling to Rs. 78,34,525/-.
- f. The allotment letter also contained the details of the payment plan and the particulars of the unit allotted to the complainant in the said project. It is pertinent to mention that as per payment plan opted, the complainant had only paid an amount of Rs.26,07,578/- and accordingly, the respondent had issued payment acknowledgment receipts.
- g. Further vide letter dated 21.08.2015, the respondent shared with the complainant two (2) sets of the draft builder buyer agreement with instructions for signatures and execution of the agreement. The complainant was required to submit the signed copies of the builder buyer agreement to the respondent, however despite repeated requests by the respondent and

its representatives, the builder buyer agreement was not submitted by the complainant.

- h. Thereafter, the builder buyer agreement was executed between the parties on 21.08.2015 which contained all the terms and conditions of the allotment and possession of the unit booked by the complainant. As per the terms of the agreement, the unit of the complainant was to be completed within a period of 36 months + 6 months grace from the date of execution of the builder buyer agreement.
- i. Albeit the period 42 months in total elapsed in the month of February 2019, however due to unforeseen circumstances beyond the control of the respondent, the project could not be completed on time.
- j. Respondent has bonafide reasons to state that project of the has been reasonably delayed. It is pertinent to mention here that the reasons for delay in project are stoppage of construction activities in NCR region by the orders of Court, non-availability of construction material and labour, implementation of nationwide 'lockdown' to contain the spread of 'Covid-19', etc. Moreover, all these situations and adverse conditions is 'force majeure' circumstance which is beyond the control of the respondent.
- k. The complainant is well aware of the fact that respondent has appointed 'ACE' as the development manager for construction and completion of the said project. The Respondent had informed the complainant about the appointment of the "Development Manager" who is responsible for all activities including the construction and sales of the project as per the Development Management Agreement (DMA) dated 23.05.2019.
- l. Furthermore, it is pertinent to state that the said project of the respondent is reasonably delayed because of 'force majeure' situation which is beyond the control of the answering respondents. However, despite all odds, still, the

Respondent along with the Development Manger 'Ace' is making all efforts to complete the construction work at project site at full pace and is expecting to handover the possession very soon.

- m. Due to the exponential increase in the cases of 'Covid-19', the Central Govt. had imposed nationwide 'lockdown' w.e.f. 25.03.2020 which has been extended till 30.06.2020, resultantly, the same has caused serious impact on the economy posing difficult challenges for everyone. That prior, to this unprecedented situation of pandemic 'Covid-19', the respondent along with the development manager had been carrying out the construction of the project at full pace and was expecting to deliver the units to the buyers by the end of year 2020, however, due to the sudden outbreak of the pandemic and closure of economic activities, the respondent had to stop the construction work during the 'lockdown', as such, amid this difficult situation of 'force majeure' the respondent is not in a position to adhere to the arbitrary demands of the complainant for cancellation of the allotment and refund of the monies along with interest due the reasons mentioned hereinabove.
- n. Other than the above reasons, the delay in handing over the possession of the dwelling Unit/ apartment has been caused due to various reasons which were beyond the control of the Respondent. Following important aspects are relevant which are submitted for the kind consideration of this Hon'ble Authority:
- Non-booking of all apartments seriously affected the construction: It is submitted that the global recession badly hit the economy and particularly the real estate sector. The construction of project of the respondent is dependent on the monies received from the bookings made and monies received henceforth, in form of instalments paid by the allottees. However, it is submitted that during the prolonged effect of the global recession, the number of bookings made by the prospective purchasers reduced

drastically in comparison to the expected bookings anticipated by the respondent at the time of launch of the project. The reduced number of bookings along with the fact that several allottees of the project either defaulted in making payment of the instalment or cancelled booking in the project, resulted in less cash flow to the respondent, henceforth causing delay in the construction work of the project.

- Lack of adequate sources of finance;
 - Shortage of labour;
 - Rising manpower and material costs;
 - Approvals and procedural difficulties
 - There was extreme shortage of water in the region which affected the construction works;
 - There was shortage of bricks due to restrictions imposed by Ministry of Environment and Forest on bricks kiln;
 - Unexpected sudden declaration of demonetization policy by the Central Government, affected the construction works of the Respondent in a serious way for many months. Non-availability of cash-in-hand affected the availability of labours;
 - Recession in economy also resulted in availability of labour and raw materials becoming scarce;
 - There was shortage of labour due to implementation of social schemes like National Rural Employment Guarantee Act (NREGA) and Jawaharlal Nehru Urban Renewal Mission (JNNURM);
 - Direction by the Hon'ble National Green Tribunal & Environmental authorities to stop the construction activities for some time on regular intervals to reduce air pollution in NCR region.
- o. All the above stated problems are beyond the control of the developer i.e., the respondent. It may be noted that the Respondent had at many occasions orally communicated to the Complainant that the construction activity at the said Project site had to be halted for some time due to certain unforeseen circumstances which are completely beyond the control of the developer.
- p. In view of the above facts and circumstances the demands of the complainant for a refund of the amount along with exorbitant compensation is baseless and the same cannot be allowed under any situation as it will jeopardise the

situation of the whole project. It is respectfully submitted that if such prayers are allowed, the same will materially affect the construction works at site, which will affect the interests of all the other allottees who have booked flats in the said project. It is relevant to point out herein that at present the respondent is focusing on the completion and delivery of the said project. The monies received from the allottees have been utilized in the construction activity and thus there is no justification in the demand for refund.

q. That the project of respondent is almost nearing the stage of completion. It is submitted that respondent has launched 420 numbers of independent floors to be constructed on 140 plots. Out of the 258 floors / units were sold by the company till date.

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 on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

8. 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

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 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

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

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.

11. 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 the objections raised by the respondent**F.I. Objections regarding Force Majeure**

12. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by NGT, Demonetization, Haryana State Pollution Control Board, and other Authorities to curb the pollution in NCR, covid-19 etc. It further requested that the said period be excluded while calculating due date for handing over of possession. Further, in the instant complaint, as per clause 5.1 of agreement, the due date of handing over of possession was provided as 11.08.2018. However, all the pleas advanced in this regard are devoid of merits. First of all, the possession of the unit in question was to be offered by 11.08.2018. Further, the time taken in governmental bans/guidelines cannot be attributed as reason for delay in project. Moreover, some of the events mentioned above are of routine in nature happening annually and are for very shorter period of time. The promoter is required to take the same into consideration while launching the

project. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.

13. The respondent's invocation of the force majeure clause, citing the COVID-19 pandemic as a reason for non-performance, is without merit in this case. The contractual due date for possession was stipulated as 11.08.2018. This deadline occurred well before the imposition of the nationwide lockdown on 20.03.2020, which was a direct response to the pandemic. Therefore, the circumstances cited by the respondent as force majeure did not affect their ability to fulfill the contractual obligation by the specified due date. As such, the plea based on the alleged impact of the pandemic is not tenable and is hereby rejected. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

G. Findings on relief sought by the complainant:

G.I Direct the respondent to refund the entire amount of Rs.26,07,578/- to the complainant along with interest at the rate of MCLR+ 2 per annum of delay on the aforementioned sum of money paid by the complainant to the respondent from the date of such payment till the date of order from the Hon'ble Authority.

14. The complainant was allotted a unit in the project of respondent "Woodview Residencies" at sector 89-90, Gurgaon vide allotment letter dated 11.06.2015 for a total sum of Rs78,34,525/- and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.26,07,577/-.
15. As per clause 5.1 of the draft agreement provides for handing over of possession and is reproduced below:

Subject to clause 5.2 and subject making timely payments, the company shall endeavor to complete the construction of Building Block in which the Dwelling Unit is situated within 36 months, with a grace period of 6 months from the date of issuance of allotment letter provided that all amounts due and payable by the Buyer has been paid to company in timely manner. The company shall be entitled to reasonable extension of

time for the possession of Dwelling Unit in the event of any default or negligence attributable to the Buyer's fulfillment of terms & conditions of this Agreement.

16. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment within a period of 36 months from date of issuance of allotment letter. The period of 36 months expired on 11.02.2018. Since in the present matter the BBA incorporates unqualified reason for grace period /extended period of 6 months in the possession clause accordingly, the grace period of 6 months is allowed to the promoter being unqualified. Therefore, the due date of possession comes out to be 11.08.2018.

17. **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.

18. 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.

19. 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., 22.05.2025 is

9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

20. 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;"*

21. On consideration of the above-mentioned 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 5.1 of the agreement, the possession of the subject unit was to be delivered within a period of 36 months with an additional grace period of 6 months from the date of issuance of allotment letter. The due date is calculated 36 months from date of issuance of allotment letter + 6 months of grace period is allowed unconditionally. Accordingly, the due date of possession comes out to be 11.08.2018.

22. It is pertinent to mention over here that even after a passage of more than 9.9 years (i.e., from the date of BBA till date) neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted

to her and for which he has paid a considerable amount of money towards the sale consideration. It is also to mention that complainant has paid almost 33.28% of total consideration till 2015. Further, the authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.

23. Moreover, the occupation certificate of the buildings/towers where allotted unit of the complainants is situated is still not received till date. The complainant is seeking refund of the amount received by the promoter on failure of promoter 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. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which she has paid a considerable amount towards the sale consideration and as observed by **Hon'ble Supreme Court of India in Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019**, decided on 11.01.2021:

"... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottee cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."

24. Further, 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.

25. 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 allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is 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 he wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.
26. Accordingly, 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., @ 10.85% 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 *ibid*.

H. Directions issued by the Authority:

27. 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:

- a. The respondent is directed to refund the entire amount of Rs.26,07,577/- paid by the complainant 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.
- b. 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.
- c. 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 allottee-complainant.

28. Complaint stands disposed of.

29. File be consigned to the Registry.


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.05.2025