



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2338 of 2022
Date of filing:	02.09.2022
Date of first hearing:	25.01.2023
Date of Decision:	01.07.2025

Madhav Chander

House no.1415, HUDA, Jagadhri Sector-17

Yamuna Nagar, Haryana 135003

....COMPLAINANT

VERSUS

M/s Omaxe Pvt. Ltd.

7 Local Shopping Centre, Kalkaji,

New Delhi-110019

....RESPONDENT No.1

Shree Bajrang Associates

Sector 14, Omaxe City, Jhajjar

Road Bahadurgarh, Jhajjar

....RESPONDENT No.2

CORAM:

**Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Geeta Rathee

Date of decision: 01.07.2025

Present: Madhav Chander complainant in person
Adv. Munish Gupta, Ld. counsel for respondent through VC

ORDER

1. Present complaint was filed on 02.09.2022 by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S. No.	Particulars	Details
1.	Initial name of the project	Shubhangan Bahadurgarh, located at Sector 35, Bahadurgarh
2.	Current name of project changed to	Grand Omaxe, located at Sector 35, Bahadurgarh
3.	RERA registered/not Registered	Not registered.

4.	Unit no.	404
5.	Unit area	1300 sq. ft.
6.	Date of allotment	11.03.2015
7.	Date of builder buyer agreement	Not executed
8.	Deemed date of possession	Not mentioned
9.	Total Sale Consideration	Rs. 37,50,000/-
10.	Amount paid by complainant	Rs. 8,13,500/-
11.	Offer of possession	Not made

B. FACTS OF THE CASE AS STATED IN COMPLAINT

3. That on 26.04.2013, complainant came into contact with the Shree Bajrang Associates who represented itself to be the authorized dealer of the respondent Omax Pvt. Ltd and further disclosed that the respondent is providing first come first serve basis booking of the project named as "SHUBHANGAN BAHADURGARH", situated at Sector 35, Bahadurgarh.
4. That the complainant being interested in the same booked a unit in the said project and paid an amount of Rs.4,00,000/- The respondent no.2 further disclosed their commission as 5% of the said deal as Rs.1,81,000/- and assured to get the same deducted from the basic sale price of the said unit. The complainant also paid 1% commission to the respondent No.2 vide cheque no. 126458 dated 05.05.2013 amounting



to Rs.36000/-.

5. That the respondent no.1 sent a letter and intimated the complainant about issuance of provisional allotment letter of the apartment in their project and further demanded the amount of Rs.3,77,500/- and intimated that the provisional allotment letter will only be issued on receipt of the above said payment. Respondent no.1 after receipt of the said payment had issued provisional allotment letter to the complainant, allotting a unit no. 404, on fourth Floor in the said project. In the said provisional allotment letter the respondent no.1 further intimated the complainant about the change of name of project from "Subhangan Bahadurgarh" to "Grand Omaxe Bahadurgarh".
6. That after the receipt of the said letter, the complainant visited the respondent no.1 requested on various occasions to execute the buyer-agreement. However, respondent no. 1 put the matter off with regard to the execution of the agreement.
7. That since more than two year has lapsed, the complainant therefore made several calls to the customer care and respondent no.2 to seek status of the construction, but the complainant was never provided with a satisfactory response and the representatives of respondents made false and frivolous statements that the construction is in full swing and the unit shall be handed over within the agreed time. However, later on the complainant learnt that the respondent no.1 had collected the money



on account of alleged project without getting necessary approval from the competent authorities.

8. That the complainant also learnt that the licence for the said project was granted subject to certain conditions out of which there was one condition i.e. condition no.5 which states that the licensee will not issue any advertisement for sale of flats/office/floor area in colony before the approval of the layout plan/building plan. However, still the respondent no.1 received money from the interested persons.
9. That having no option, the complainant filed a complaint before this Hon'ble Authority vide complaint No.1232 of 2021, however, the same was later on withdrawn on technical grounds vide order dated 29.03.2022 with the liberty to file fresh one. Copy of the order is attached as Annexure C-7.

C. RELIEF SOUGHT

Complainant in its complaint has sought following reliefs:

- a. Respondent No.1 be directed to refund the principal amount of Rs.7,77,500/- along with interest calculated @18% per annum from the date of payment made by the complainant for the Unit bearing no.404, on fourth Floor in Queenston Tower C, Grand Omaxe Bahadurgarh, Sector 35, Bahadurgarh.
- b. Compensation for utilizing the complainant's funds in the construction of its projects and thereby preventing the complainant from using their



- money for better investment.
- c. Compensation on account of lost of opportunity to invest in some other project.
 - d. Award pendent lite and future interest as per HRERA Rules/ACT in favour of the complainant and against the respondent till recovery of the total due amount.
 - e. Award of compensation for Rs. 5,00,000/- for the harassment and mental agony.
 - f. Legal action as per RERA Act be initiated against the respondents.
 - g. Respondent No.1 be directed to deposit the amount received from the complainant in the fixed deposit during the pendency of the present complaint.
 - h. Respondent No.2 be directed to refund the amount of Rs.36,000/- received by him on account of commission from the complainant.
 - i. Any other relief which the complainant is entitled as per RERA.
 - j. The applicant further prays for interim relief, if Hon'ble Authority calls upon
 - k. Litigation expenses Rs.55,000/- and circumstances.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1

Learned counsel for the respondent filed reply on 26.04.2023 pleading therein:

10. The respondent no.1 states that the alleged dispute ought to be referred



to Arbitration under Section 8 of the Arbitration & Conciliation Act, 1996 [as amended vide the Arbitration & Conciliation (Amendment) Act, 2015] in terms of clause 30 of the terms and conditions of application form dated 01.05.2013. The respondent prays that matter be referred to arbitration as not only does the amended Section 8 of the Arbitration & Conciliation Act, 1996 make it mandatory to refer disputes to arbitration notwithstanding any judgment of any court but also due to fact that present case raises complex questions of fact and would involve detailed evidence. Hence, this Hon'ble Authority does not have jurisdiction to entertain the present complaint.

11. That Hon'ble Authority has no territorial jurisdiction to entertain and try the present complaint. Since, the parties have agreed vide clause 31 of the application form dated 01.05.2013 exclude the jurisdiction of all other courts except the courts at Bahadurgarh and Delhi, this Hon'ble Authority cannot be said to have jurisdiction to adjudicate the present complaint.

12. That the complaint in hand is not maintainable before this Hon'ble Authority and thus, the same deserves to be dismissed. It is submitted that the booking of the unit in question pertains to the year 2013, i.e. prior to coming into being of Real Estate (Regulation & Development) Act-2016 and moreover, the project being not RERA Registered, filing of complaint before this Hon'ble Authority is not sustainable and in



view thereof, the complaint deserves to be dismissed on this ground alone.

13. That the complaint deserves to be dismissed, being barred by Law of Limitation. It is submitted that admittedly, provisional allotment was made in the year 2015 but thereafter, in the year 2017, the complainant was informed telephonically as well as vide letter dated 22.04.2017 that the respondent is unable to come up with the project in question, as the project got scrapped and thus the complainant was informed that unit is cancelled and he was requested to deposit all original documents /receipts pertaining to unit in question, at the office of company at Kalka Ji, Delhi, so as to complete the formalities to refund the money to the complainant however, the complainant did not come forward and now has filed the present complaint in the year 2022. Thus, since the complainant did not approach the answering respondent for more than five years thus the complaint is liable to be dismissed, being barred by limitation.

**E. ORAL ARGUMENTS OF COUNSEL FOR COMPLAINANT
AND RESPONDENT**

14. During oral arguments learned counsel for the complainant and respondent reiterated arguments as mentioned in their written submissions. Complainant on hearing dated 28.01.2024 stated that he is not seeking relief from respondent no.2 and prayed that name of

respondent no. 2 i.e. Shree Bajrang Associate be deleted from the array of parties.

F. ISSUES FOR ADJUDICATION

15. Whether the complainant is entitled to refund of the amount deposited by him along with interest in terms of Section 18 of Act of 2016 ?

G. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT.

G.1. Objection regarding territorial jurisdiction

One of the averments of respondent no.1 is that Authority does not have territorial jurisdiction to entertain and try the present complaint in as much as the parties have agreed to exclude the jurisdiction of all other courts except the courts at Bahadurgarh and Delhi. In this regard it is submitted that as per notification no. 1/92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Panchkula shall be entire Haryana except Gurugram District for all purpose. In the present case the project in question is situated within the planning area Bahadurgarh, therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.



G.2. Objections raised by the respondent no.1 stating that dispute ought to be referred to Arbitration under Section 8 of the Arbitration & Conciliation Act, 1996 (as amended in 2015)

Another averments of the respondent no.1 is that dispute ought to be referred under Section 8 of the Arbitration & Conciliation Act, 1996 (as amended in 2015) as per of clause 30 of the application form. With this regard the Authority is of the opinion that jurisdiction of the Authority cannot be fettered by the existence of an arbitration clause in the agreement as it may be noted that Section-79 of the RERA Act, 2016 bars the jurisdiction of civil courts about any matter which falls within the purview of this Authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, Section 88 of the RERA Act of 2016 says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the Authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly on *National Seeds Corporation Ltd. v. M. Madhusudhan Reddy and Anr. (2012) 2 SCC 506*, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the Authority would not be bound to refer parties to Arbitration even if the agreement between the parties had an arbitration clause.



G.3.Objection raised by respondent no.1 that the present complaint is barred by limitation

Respondent no.1 had raised objection regarding maintainability of the complaint on ground of that complaint is barred by limitation. In this regard reference is made to the judgment of the Hon'ble Supreme Court in Civil Appeal no. 4367 of 2004 *titled as M.P Steel Corporation v/s Commissioner of Central Excise* wherein Hon'ble Apex Court has held that the Limitation Act applies only to courts and not to the tribunals.

Relevant para is reproduced herein:

" 19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."

Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Indian Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above objection of respondent with respect to the fact that complaint is barred by limitation is rejected.



G.4. Objection regarding booking of unit prior to the coming into force of RERA Act, 2016

Respondent no.1 in its reply has averred that booking of unit pertains to the year 2013 i.e. prior to coming into force of RERA Act, 2016. Therefore provisions of RERA Act, 2016 does not apply to respondent no.1. In this regard reference is made to the judgement of **Madhu Sareen v/s BPTP Ltd decided on 16.07.2018**. Relevant part of the order is being reproduced below: -

The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller

Further, reference can be made to the case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. 2022(1) R.C.R. (Civil) 357**, wherein the Hon'ble Apex Court has held as under:-

41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers



in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for al safeguarding the pecuniary interest of consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.

As per the aforesaid ratio of law, the provisions of the RERA Act, 2016 are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the act and the rules applicable to the acts or transactions, which were in the process of the completion though the agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

G.5. Objection raised by respondent no.1 that project is not registered with the Authority therefore provision of RERA Act, 2016 not apply on respondent

Authority observes that the respondent has taken a stand that present complaint is not maintainable for the reason that it pertains to an unregistered project of the respondent, and the reliefs sought does not

fall within the jurisdiction of this Hon'ble Authority. In this regard it is observed that there is nothing on record to prove that respondent has obtained the completion certificate on the date of the commencement of the RERA Act, 2016, therefore on the commencement of RERA Act, 2016 project in question was within the ambit of the definition of ongoing project. Further, as per proviso to Section 3(1) of the RERA Act, 2016 only those project shall be excluded from ongoing project for which completion certificate was received prior to commencement of RERA Act, 2016. In present complaint respondent had not received completion certificate before commencement of RERA Act, 2016. Therefore, project is within ambit of ongoing project and registrable. Furthermore, issue that whether this Authority has jurisdiction entertain the present complaint as the project is not registered has been dealt and decided by the Authority in **complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsynath Developers Ltd.** Relevant part of said order is being reproduced below:

"14. RERA is a regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant to protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondents is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottees by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable."



Also, Section 11(4) and Section 18 of the RERA Act, 2016 that provides for obligation of the promoter does not distinguish between registered and unregistered project nor does it provides that the remedy u/ Section 18 will be available/applicable only to the allottees of a registered project. Therefore, provision of RERA act, 2016 will apply to respondents. Furthermore, as per Section 34(e) it is the function of the Authority to ensure compliance of obligation cast upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder. Therefore this Authority has complete jurisdiction to entertain the captioned complaint entertain and objection raised by the respondent regarding maintainability of the present complaint is rejected.

H. OBSERVATIONS OF THE AUTHORITY

The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both parties, Authority observes as under:

16. That complainant booked a unit in respondent no.1's project "Shubhangan Bahadurgarh" on 27.04.2013. Vide provisional allotment letter dated 24.01.2015, respondent informed the complainant that respondent is starting the process for provisional allotment of apartment in the real estate project "Grand Omaxe," Bahadurgarh and requested the complainant to make balance payment of Rs.3,77,500/- towards allotment



money. Subsequently another provisional allotment letter dated 11.03.2015 was issued to complainant vide which an unit no.404 having super area of 1300 sq. ft. was allotted to complainant. Further, through this letter respondent inform the complainant that name of project changed from "Shubhangan Bahadurgarh" to "Grand Omaxe Bahadurgarh."

17. In present complaint builder buyer agreement has not been executed between complainant and respondent. Therefore, there is no stipulated due date of possession. In view of such circumstances in order to determine a reasonable deemed date for handing over possession Authority places reliance upon judgement of Hon'ble Supreme Court titled as **M/s Fortune Infrastructure & Anr, 2018 STPL 4215 SC**, where the Hon'ble Apex Court had held the following:

"15. Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."

In view of the ratio of law laid down by Hon'ble Supreme Court, in absence of specific clause with respect to handing over possession, 3 years is taken



to be reasonable time to handover possession to allottee. In present case to allotment letter was issued on 11.03.2015 therefore, deemed date for handing over possession will be 11.03.2018. Respondent further submitted that he had cancelled the registration of unit vide cancellation letter dated 22.04.2017 as respondent did not come up with project and requested complainant to deposit all original documents/receipts of registration and completion of formalities collect the refund. Complainant on the other hand has denied having received any cancellation letter from respondent no.1. Authority also observes that there is no such documents placed on record by respondent no.1 that can show/prove that cancellation letter was send/delivered to the complainant. Therefore, in absence of any proof of delivery of the cancellation letter dated 22.04.2017 allegation of cancellation by respondent no.1 is not established. Furthermore, it is observed that complainant had paid a huge amount of Rs.8,13,500/- to the respondent to get possession of unit and admittedly respondent till date has not offered possession of unit to complainant. In such circumstances complainant cannot be forced to wait endlessly for possession against his wishes. It is matter of record that respondent no.1 has even bow not given any timeline for completion of the project. Since respondent is not in a position to offer a valid offer of possession in foreseeable future, complainant who has already waited for more than seven years does not wish to wait for a further uncertain amount of time for a valid possession.



Hence, complainant is as per Section 18(1) of RERA Act, 2016 entitled to exercise his rights to withdraw from the project on account of default on the part of respondent to deliver possession and seek refund of the paid amount.

18. Further, Hon'ble Supreme Court in the matter of "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others* " in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

"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."

19. The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.



The complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(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;

20. Rule 15 of HREIRA Rules, 2017 provides for prescribed rate of interest which is 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".



21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e 01.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.
22. Hence, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of Rs. 7,77,500/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e. at the rate of SBI highest marginal cost of lending rate (MCLR) + 2 % which as on date works out to 11.10% (9.10% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest calculated at the rate of 11.10% till the date of this order and total amount works out to Rs. 17,53,284/- as per detail given in the table below:

Sr.No.	Principal Amount in (Rs.)	Date of payment	Interest Accrued till 01.07.2025(Rs.)
1.	400000	04.05.2013	540342
2.	377500	12.02.2015	435442
	Total Principle amount= Rs. 7,77,500/-		Interest= Rs. 9,75,784/-
	Total amount to be refunded by respondent to complainant - Rs. 17,53,284/-		

23. Complainant is also seeking compensation for utilizing complainant's funds in the construction of respondent's projects, thereby preventing the



complainant from using his money for better investment. Further, he is also seeking compensation of Rs.5,00,000/- for mental harassment, torture, agony, pain suffering and humiliation and a sum of Rs.55,000/- as litigation expenses. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "**M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.**" 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 learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation.

24. As complainant on hearing dated 28.01.2025 stated that he does not claim any relief against respondent no.2 and therefore relief at clause (h) wherein complainant seeking refund of Rs. 36,000/- from respondent no.2 is not granted.

I. DIRECTIONS OF THE AUTHORITY

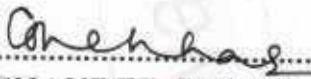
25. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation



cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to refund the entire amount of Rs.17,53,284/- to the complainant. It is clarified interest shall be paid up till the time period as provided u/s 2(z) of RERA Act, 2016
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

26. Disposed of. File be consigned to record room after uploading of order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


Dr. GEETA RATHEE SINGH
[MEMBER]