

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

Date of decision: 11.07.2025

NAME OF THE BUILDER		M/s Ocean Seven Buildtech Pvt. Ltd.	
PROJECT NAME		"The Venetian" at Sector 70, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/17/2025	Pooja Shivani Vs. Ocean Seven Buildtech Pvt. Ltd.	Shri Pradeep Singh Sherawat, Advocate Shri Arun Yadav, Advocate
2.	CR/34/2025	Shubh Sharma Vs. Ocean Seven Buildtech Pvt. Ltd.	Shri Pradeep Singh Sherawat, Advocate Shri Arun Yadav, Advocate
3.	CR/41/2025	Shreya Sharma Vs. Ocean Seven Buildtech Pvt. Ltd.	Shri Pradeep Singh Sherawat, Advocate Shri Arun Yadav, Advocate
4.	CR/5101/2024	Upasak Mehta Vs. Ocean Seven Buildtech Pvt. Ltd.	Shri Harshit Batra, Advocate Shri Arun Yadav, Advocate

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of the aforesaid 4 complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017

(hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "The Venetian" situated at Sector-70, Gurugram being developed by the same respondent/promoter i.e., Ocean Seven Buildtech Private Limited. The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges.
3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	The Venetian, Sector- 70, Gurugram, Haryana
Project area	5.10 acres
DTCP License No. and validity	103 of 2019 dated 05.09.2019 Valid up to 04.09.2024
RERA Registered or Not Registered	Registered Registration no. 39 of 2020 dated 27.10.2020 Valid up to 02.09.2024
Date of approval of building plans	07.02.2020
Date of environment clearance	Not obtained yet
Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 "All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed



			<i>beyond the said 4 years period from the date of commencement of project."</i>		
Due date of possession			Cannot be ascertained		
Occupation certificate			Not obtained		
Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Allotment letter dated and Unit details	Total Consideration / Sale Total Amount paid by complainant	Offer of possession and Surrender request	Relief sought
1.	CR/17/2025 Pooja Shivani Vs. Ocean Seven Buildtech Pvt. Ltd. DOF: 31.01.2025 Reply: 16.05.2025	09.03.2021 101, Tower 5 Carpet area- 556.280 sq. ft. Balcony area- 90 sq. ft. (Page 13 of complaint)	TSC -Rs. 22,25,000/- (Page 8 of complaint) AP-Rs. 5,73,207/- (Page 18 of complaint)	Not Offered Surrender on 04.04.2022 (Page 20 of complaint)	1. Refund along with interest 2. Compensation 3. Litigation cost
2.	CR/34/2025 Shubh Sharma Vs. Ocean Seven Buildtech Pvt. Ltd. DOF: 31.01.2025 Reply: 16.05.2025	09.03.2021 1601, Tower 2 Carpet area- 556.280 sq. ft. Balcony area- 90 sq. ft. (Page 13 of complaint)	TSC -Rs. 22,25,000/- (Page 8 of complaint) AP-Rs. 5,73,207/- (Page 18 of complaint)	Not Offered Surrender on 04.04.2022 (Page 20 of complaint)	1. Refund along with interest 2. Compensation 3. Litigation cost
3.	CR/41/2025 Shreya Sharma Vs. Ocean Seven Buildtech Pvt. Ltd. DOF: 31.01.2025 Reply: 16.05.2025	09.03.2021 1008, Tower 3 Carpet area- 556.280 sq. ft. Balcony area- 90 sq. ft. (Page 13 of complaint)	TSC -Rs. 22,25,000/- (Page 8 of complaint) AP-Rs. 5,73,207/- (Page 18 of complaint)	Not Offered Surrender on 04.04.2022 (Page 20 of complaint)	1. Refund along with interest 2. Compensation 3. Litigation cost
4.	CR/5101/2024 Upasak Mehta Vs. Ocean Seven Buildtech Pvt. Ltd. DOF: 18.10.2024 Reply: 09.05.2025	09.03.2021 003, Tower 2 Carpet area- 571.105 sq. ft. Balcony area- 98 sq. ft. (Page 25 of complaint)	TSC -Rs. 23,33,420/- (Page 6 of complaint) AP-Rs. 8,83,785/- (Page 6 of complaint)	Not Offered Surrender on 22.12.2022 (Page 39 of complaint)	1. Refund along with interest 2. Not to create third party rights till full realisation of the paid-up amount along with interest.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
TSC	Total sale consideration
AP	Amount paid by the allottee/s
DPC	Delay possession charges as per section 18 of the Act

4. The facts of all the complaints filed by the complainant- allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/17/2025 titled as "Pooja Shivani Vs. Ocean Seven Buildtech Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details

5. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/17/2025 titled as "Pooja Shivani Vs. Ocean Seven Buildtech Private Limited"

S.No.	Particulars	Details
1.	Project Name and Location	The Venetian, Sector- 70, Gurugram, Haryana
2.	Project area	5.10 acres
3.	DTCP License No. and validity	103 of 2019 dated 05.09.2019 Valid up to 04.09.2024
4.	RERA Registered or Not Registered	Registered Registration no. 39 of 2020 dated 27.10.2020 Valid up to 02.09.2024
5.	Date of approval of building plans	07.02.2020
6.	Date of environment clearance	Not obtained yet
7.	Allotment letter	09.03.2021 [Page 13 of complaint]
8.	Builder buyer agreement	Not executed
9.	Flat no.	101, tower 5 [Page 13 of complaint]
10.	Unit admeasuring	556.280 sq. ft. (carpet area) 90 sq. ft. (balcony area)



		[Page 13 of complaint]
11.	Possession clause as per Affordable Housing Policy, 2013	As per clause 1(iv) of the Affordable Housing Policy, 2013 "All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."
12.	Due date of possession	Cannot be ascertained (it cannot be ascertained due to absence of environment clearance)
13.	Total sale price of the flat	Rs. 22,25,000/- [Page 8 of complaint]
14.	Amount paid by the complainant	Rs. 5,73,207/- [Page 18 of complaint]
15.	Occupation certificate	Not obtained
16.	Surrender/refund request letter by complainant	04.04.2022 [Page 20 of complaint]

B. Facts of the complaint

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

- a) That the respondent launched a project named "THE VENETIAN "in Sector-70, Gurugram under the Haryana Affordable Housing Scheme 2013, which was introduced by the State Government on 19.08.2013. On 20.12.2020, the complainant applied for a 2 BHK flat (type-2) and paid an amount of Rs 1,13,506/- against which the respondent issued an acknowledgment slip.
- b) That on 09.03.2021, the respondent/promoter sent an allotment-cum-demand letter and informed the complainant that in draw conducted on 09.03.2021, the complainant/applicant was one of the successful applicant in this successful applicants and that he has been allotted flat

no.101 in Tower No 5, 2BHK(Type-2) having a carpet area of 556.280 sq. ft. approx. along with balcony of 90 sq. ft. approx. in the project and raised a demand of Rs 4,59,701/-.

- c) That no builder buyer agreement has been signed by the respondent with the complainant till date. As per clause 1(iv) of the Affordable housing policy 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. The building plan of this project was approved on 07.02.2020 but no efforts were done by the respondent to obtain the environmental clearance till date. Therefore, the due date of possession cannot be certain in these circumstances.
- d) That due to inordinate delay on the part of the respondent to start construction of the project, the complainant wrote a letter dated 04.04.2022 to the respondent and cancelled the booking and refund the amount deposited by her till then. That this letter was duly received by the respondent and they gave a receiving of this letter but till date no refund was offered by the respondent of the amount deposited by the complainant.
- e) That as per clause 5(iii) (b) of the Affordable Housing Policy, 2013 as amended by the state Government on 22-07-2015 if the licensee fails to get environmental clearance even after one year of holding draw, the licensee is liable to refund the amount deposited by the applicant along with an interest of 12% if the allottee so desires. The complainant made efforts to find the status of the said project from the HARERA website but again it was a shocking experience. The respondent was paying scant

attention and regards to the compliance of lawful instructions and directions of the Authority established under the provisions of the Act.

- f) That the registration of the subject project registered vide no. 39 of 2020 dated 27.10.2020 which was valid up to 02-09-2024, has also lapsed. The license issued vide no. 103 of 2019 dated 05.09.2019 which was valid till 04.09.2024 has also expired. The above said facts and circumstances shows that the Respondent has acted in an unlawful manner to derive unlawful gains and cause huge losses to the other buyers like complainant. The respondent has failed to complete the project within promised time. Therefore, due to the said unlawful acts of the respondents, the complainant is constrained to approach this Authority for justice and exercise the legal remedy available.

C. Relief sought by the complainant

7. The complainant has sought the following relief(s):

- I. Direct the respondent to give the refund of Rs. 5,73,209/- paid by the complainant to the respondent at the time of booking and after allotment of subject flat.
- II. Direct the respondent to pay interest on the amount paid by the complainant @SBI MCLR+2 per cent per annum from the date of deposit of the amount till its realization as no progress has been made by the respondent.
- III. Direct the respondent to pay a sum of INR 5,00,000/-towards the harassment, shock and agony suffered by the complainant by the conduct of the respondents.
- IV. Direct the respondent to pay Rs.50,000/- towards the litigation charges of the present complaint.
- V. Any other and further orders which the Hon'ble Authority may deem fit and proper may also be passed in favour of the complainant and against the respondent in the interest of justice.

8. 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) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondents

9. The respondents have contested the complaint on the following grounds.
- a) That the present complaint is not maintainable before this hon'ble authority as there is arbitration clause 16.2 and according to the said clause in case of any dispute between the parties. Both parties have executed an arbitration clause, clearly outlined in the agreement, empowering either party to seek resolution through arbitration. As per the said arbitration clause, any disputes arising out of the agreement shall be submitted to an arbitrator for resolution. Therefore, the present matter be referred to arbitration in accordance with the terms set forth in the agreement.
- b) That the complainant is a willful defaulter and deliberately, intentionally and knowingly has not paid timely installments. The complainant is a defaulter under section 19(6) & 19(7) of the Act. It is humbly submitted that the complainant failed to clear the outstanding dues despite several reminders that were issued by the respondent. The allottees including the Complainant herein has not fulfilled the terms and conditions and did not make the payment as per the agreement. The Respondent was sending the demand notices for the payment of outstanding installment but despite such reminders, the Complainant and other allottees failed to make the payment. Therefore, the completion of project and flat could not complete due to non-compliance of terms and conditions of the agreement. That the Environmental clearance is still pending till the reply of the complaint. Therefore, the construction can only be started after



environmental clearance and the project completion date would be 4 years from the date of the Environmental clearance as mentioned in the affordable housing policy.

- c) That the complainant's motives are marred by malafide intentions. The present complaint, founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.
- d) That there is every apprehension that the Complainant in collusion with any staff member of the Respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the affordable housing policy should not be considered binding on the company in any manner whatsoever.
- e) That in case cancellation notice by the Respondent has been issued to the Complainant and given time has been expired and thereafter the Complainant by manipulation and in collusion with the bank or any staff of Respondent company and got the funds transferred in the respondent company account and got the receipt from the company, it does not mean that cancellation has been revived in any manner whatsoever.
- f) That the license of the Respondents company has been suspended and DTCP has also freeze the bank accounts of the Respondent Company, therefore the Respondent was not able to construct the project in time manner. It is submitted that starting from February 2023, the construction activities have been severely impacted due to the

suspension of the license and the freezing of accounts by the DTCP Chandigarh and HRERA Gurugram, respectively. This suspension and freezing of accounts represent a force majeure event beyond the control of the Respondent, rendering the completion of construction by the stipulated date of February 25, 2023, practically impossible.

- g) Zero Time for the Respondent: The suspension of the license and freezing of accounts, starting from February, 2023 till date, have created a zero-time scenario for the Respondent. Without access to funds, the respondent is unable to continue construction activities, a circumstance compounded by the requirement of funds to be deposited in the RERA account as mandated by the RERA Act. Unfortunately, the RERA Gurugram has frozen the said account, leaving the Respondent without the financial means necessary to fulfill its contractual obligations.
10. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

11. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.1 Territorial jurisdiction

12. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all 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 a complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

Section 11....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

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

15. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357** and 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** wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory

authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

16. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding complainant is in breach of agreement for non-invocation of arbitration.

17. The respondent had raised an objection for not invoking arbitration proceedings as per the provisions of flat buyer's agreement which contains provisions regarding initiation of arbitration proceedings in case of breach of agreement.
18. The authority observes that it is matter of fact and record that no BBA has been executed inter se parties in both the complaints, thus, the respondent's plea regarding invoking arbitration clause is not sustainable. Moreover, the authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act 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 Act 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 in *National Seeds Corporation Limited v. M. Madhusudhan Reddy & 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. Therefore, by applying same analogy, the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.

F.II Apprehension by the respondent regarding fabrication of the documents by the complainant-allottee.

19. The respondent has raised an objection that it has apprehension that the present complaint is founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. It is further stated that the complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint.
20. The authority observes that the objection raised by the respondent are vague and false as the respondent has not specified as to what document is fabricated which is in violation of the Affordable Housing Policy, 2013. Further, the respondent has failed to substantiate the said allegations during the course of arguments and has failed to corroborate the same by placing on record requisite documents. The authority is of the view that only apprehension cannot be a ground for dismissal of complaint and cannot

defeat the ends of justice. Thus, the objection raised by the respondent stands rejected.

G. Findings on the relief sought by the complainant

- G.I** Direct the respondent to give the refund of Rs. 5,73,209/- paid by the complainant to the respondent at the time of booking and after allotment of subject flat.
- G.II** Direct the respondent to pay interest on the amount paid by the complainant @SBI MCLR+2 per cent per annum from the date of deposit of the amount till its realization as no progress has been made by the respondent.

21. The complainant was allotted a unit bearing no. 101, in Tower 5 having carpet area of 556.280 sq. ft. along with balcony with area of 90 sq. ft. in the project of respondent named "Venetian" at Sector 70, Gurugram under the Affordable Housing Policy, 2013 vide allotment letter dated 09.03.2021. Thereafter, builder buyer agreement was not executed between the complainant and respondent in respect of the subject unit. As per clause 1(iv) of the policy of 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Thus, the possession of the unit was to be offered within 4 years from the approval of building plans (07.02.2020) or from the date of environment clearance (not obtained yet). Therefore, the due date of possession cannot be ascertained. As per record, the complainant has paid an amount of Rs. 5,73,207/- to the respondent. Due to failure on the part of the respondent in obtaining environment clearance from the concerned authority and inordinate delay on part of the respondent to start construction of the project in question, the complainant has surrendered the unit/flat on 04.04.2022 and has requested the respondent to cancel the allotment and refund the entire amount paid by him along with interest.

22. The authority observes that the respondent has failed to obtain environmental clearance from the competent authority till date. It is pertinent to mention here that as per clause 5 (iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015 provides that if the licensee fails to get environmental clearance even one year of holding draw, the licensee is liable to refund the amount deposited by the applicant along with an interest of 12%, if the allottee so desires. The relevant provision is reproduced below for ready reference:

"The flats in a specific project shall be allotted in one go within four months of the sanction of building plans. In case, the number of applications received is less than the number of sanctioned flats, the allotment can be made in two or more phases. However, the licensee will start the construction only after receipt of environmental clearance from the competent authority.

The licensee will start receiving the further installments only once the environmental clearance is received. Further, if the licensee, fail to get environmental clearance even after one year of holding of draw, the licensee is liable to refund the amount deposited by the applicant alongwith an interest of 12%, if the allottee so desires."

23. The authority observes that as per allotment letter, the draw for allotment of the unit was conducted on 09.03.2021. Thus, the respondent was under obligation to obtain environmental clearance within 1 year from 09.03.2021. However, till date the respondent has failed to obtain EC from the competent authority. Thus, in view of the aforesaid provision, the respondent is liable to refund the amount received by it along with interest. Also, the respondent has raised an objection that complainant allottee is a willful defaulter and has failed to make payment of the instalments and has thus violated provisions of section 19(6) & (7) of the Act. In this regard, the authority observes that as per clause 5(iii)(b) of the Affordable Housing Policy, 2013, the licensee will start receiving the further installments only once the environmental clearance is received. As delineated hereinabove, the respondent has failed to obtain environmental clearance till date, thus, is not entitled to receive any

further payments from the allottees. Hence, this objection raised by the respondent is also devoid of merits.

24. Further, as per amendment dated 09.07.2018 in Affordable Group Housing Policy, 2013, the rate of interest in case of default shall be as per rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. Rule 15 of the rules is 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]

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."

25. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

26. Thus, the complainant-allottee is entitled to refund of the entire amount deposited along with interest at the prescribed rate as per aforesaid provisions laid down under Affordable Housing Policy, 2013.

27. Hence, the respondent-promoter is directed to refund the entire paid-up amount as per clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @11.10% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G.II Direct the respondent to pay a sum of ₹ 5,00,000/-towards the harassment, shock and agony suffered by the complainant by the conduct of the respondents.

G.III Direct the respondent to pay ₹ 50,000/- towards the litigation charges of the present complaint.

28. The complainant is also seeking aforesaid reliefs 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. Vs. 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 of the Act. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation under the provisions of the Act.

H. Directions of the authority

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

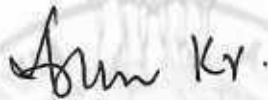
- I. The respondent is directed to refund the entire amount paid by the complainant in terms of clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @11.10% p.a. as prescribed under rule 15 of the Rules, 2017 from the date of each payment till the actual realization of the amount.

II. A period of 90 days is given to the respondent to comply with the directions given in this order as per Rule 16 of the Rules, ibid failing which legal consequences would follow.

30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

31. The complaints as well as application, if any, stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

32. Files be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.07.2025


HARERA
GURUGRAM