

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

**Complaint no.:** 6092 of 2024  
**Date of complaint:** 24.12.2024  
**Date of order:** 07.08.2025

Archana Vasudeva

**R/o:** - F-1003, Maxblis Whitehouse, Sector-75, Noida,  
Gautam Buddha Nagar, Uttar Pradesh - 201301

**Complainant**

**Versus**

Tulsiani Constructions & Developers Pvt. Ltd.

**Regd. Office at:** - Plot No. 3, Block "N", Green Park (Main),  
New Delhi-110016

**Also at:** 35, Sohna Rd, Jiwan Colony II, Sector 53,  
Gurugram, Faridabad, Haryana 122002

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Yash Pratap Singh (Advocate)

Shri Himanshu Singh (Advocate)

Complainant

Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Project and unit related details.**

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

S. No.	Particulars	Details
1.	Project name and location	"Easy in homes", Sector-35, Gurugram
2.	Project area	5 acres
3.	Nature of the project	Affordable group housing colony
4.	DTCP license no. and validity status	69 of 2014 dated 25.07.2014
5.	RERA registration details	Registered Vide registration no. 144 of 2017 dated 28.08.2017 valid upto 27.08.2021
6.	License name	Dharmpal Singh and Surender Singh
7.	Unit no.	E-305 (as per surrender receipts of documents issued by respondent page 40 of complaint)
8.	Unit size	NA
9.	Builder buyer agreement	NA
10.	Possession Clause as per affordable housing policy 2013	1(iv) 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 " <b>date of commencement of project</b> " for the purpose of this policy. The licence shall not be renewed beyond the said 4 years from the date of commencement of project.
11.	Environment clearance	28.12.2015 (as per the information obtained from planning branch of Authority)
12.	Building plan approval	16.06.2015



		(as per the information obtained from planning branch of Authority)
13.	Due date of possession	28.12.2019 (calculated from the date of environmental clearance being later)
14.	Total sale consideration	NA
15.	Amount paid by the complainant	Rs.14,60,158/- (As alleged by complainant during proceedings dated 23.01.2025, and also as per receipt information 23 to 39 of the complaint)
16.	Surrender request by complainant	12.04.2021 (As per e-mail on page 42 of complaint)
17.	Receipt of surrender documents issued by the respondent	29.04.2022 (Page 40 of complaint)
18.	Legal notice by the complainant seeking refund	22.10.2024 (Page 46 of complaint)
19.	Offer of possession	Not offered
20.	Occupation Certificate	Not yet received (As confirmed by the proxy counsel of respondent during proceeding dated 07.08.2025)

## B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -
  - a. That, based on the representations made by the respondent, the complainant booked a unit in project titled "Easy Homes" located in village Sohna, Sector-35, Gurugram. The respondent through his employees/representative and various advertisements represented that they were developing a project titled "Easy Homes" wherein they would provide best construction quality and timely possession. Based on advertisements and relying the representations made by the respondent, the complainant decided to invest in the said project. However,

- the complainant is utterly disappointed with false commitment, delayed progress in construction and deficient services provided by the respondent.
- b. The respondent allotted to the complainant a residential apartment unit no. 305 in Tower - E in the said project. That, upon being assured that it would abide by the commitments, the complainant in good faith booked the said unit by paying booking amount of Rs.92,828/- on 20.10.2025 through cheque bearing no. 212314 drawn on State Bank of India being a part payment towards the total sales consideration of the unit.
- c. That, pursuant to the booking of the unit, the respondent and the complainant entered into a Builder Buyer's Agreement with respect to the subject unit. The agreement included all the details of the project such as amenities promised, site plan, payment schedule, date of completion etc. The complainant from the date of allotment till date has made an advance payment of Rs.14,60,158/- to the respondent. It was represented and assured by the respondent that the project including the unit of the complainant will be completed by 2018 and possession will be handed over to the complainant. The complainant paid each and every demand raised by the respondent and no payment was ever made lately or defaulted by the complainant.
- d. That in the year, 2018, when the complainant visited the site and made enquiries with respect to the status of completion of project, the respondent assured that the project will be completed within the stipulated time. However, later on, the respondent retracted from its earlier commitments and communicated to the complainant that there will be some delays in the completion of the project and possession will be handed over to the complainant in the year, 2019.



- e. Further, in the year 2019, whenever the complainant made enquiries, the respondent assured that the project is in its final completion stage and possession will be handed over soon to the complainant. The respondent made false promises and gave false assurances to the complainant each time the complainant made enquiries with respect to the completion date of the project. The project is still not completed and no completion certificate has been issued to the respondent.
- f. That, the complainant was not satisfied with progress of the project. The complainant was shocked and appalled when he visited the project site on multiple occasions and saw no construction was in progress and only a few floors were constructed thereby giving an impression that the possession will be delayed by many years. The complainant visited the office to make inquiries as to the progress of project but the same was never entertained.
- g. The complainant then finally decided to surrender the said unit and sought refund of the payment made towards the said unit in the year 2021 i.e. after three years of the date of completion of the project and informed his willingness to withdraw from the project to the respondent. The complainant requested for refund of the amount already paid to the respondent through E-mail.
- h. That the respondent acknowledged the receiving of withdrawal application and requested to provide the following documents vide email dated 12.04.2021 for surrender of the said unit and to initiate process of refund of the said unit. The list of various documents requested by the respondent are given below:-
- Cancellation affidavit on Rs.10 stamp paper.
  - Copy of ID Proof.
  - Cancelled cheque.
  - All original documents like BBA, Welcome Letter, All receipts etc.

- i. That, on 22.04.2022, the complainant submitted application for surrender of the said unit along with all the documents as requested by the respondent to Mr. Vishal Sharma at the registered office situated at Plot No. 3, Block 'N', Green Park (Main), New Delhi – 110016. On 29.04.2022, the complainant received a letter dated 29.04.2022 from the respondent confirming the receipts of the following documents towards Unit no. E-305:
- Affidavit requesting to surrender the aforesaid unit.
  - Welcome letter of previously allotted unit.
  - Demand letter dated 12<sup>th</sup> March 2016.
  - Demand letter dated 14<sup>th</sup> December 2016.
  - Intimation letter dated 25 September 2018.
  - Original payment receipt no. 2015-2016/169.
  - Original payment receipt no. 2016-17/987.
  - Original builder buyer agreement.
- j. That the complainant returned all the documents to the respondent in good faith and were unaware of the malafide intentions of the respondent. Subsequently, the complainant requested for a copy of the submitted documents but the respondent never supplied any copy of the submitted documents and delayed it on one pretext or the other. This conduct of the respondent shows their malafide intentions and ill motive to harass the complainant and usurp her only lifelong savings.
- k. That, after submission of the abovesaid documents, the respondent assured the complainant that the initiation of refund process will start very soon and the refund amount would be credited within a period of few months and maximum till December, 2022 in any case.
- l. That the complainant wrote an e-mail dated 18.05.2023 to the respondent requesting to process the refund as soon as possible and fulfill the assurances made earlier. However, till date no amount has been received by the complainant. Thereafter, the complainant along with her son, Mr. Anuvash



Vasudeva even visited the registered office of the respondent on 10.11.2023 to know about the status of the refund process where one, Mr. Ravi assured the complainant that the plans of refund are in place and refund would be made by the end of December, 2023.

- m. That, when the complainant did not receive any amount of refunds, she wrote various emails and sent various reminders to respondent to know about the status of the repayment schedule on 16.01.2024, 22.01.2024, 25.01.2024, 29.01.2024, 05.02.2024, 13.02.2024 and 15.02.2024. The respondent has been neglecting and ignoring the requests made by the complainant. Further, the respondent failed to answer and respond to any of the emails of the complainant.
- n. That it is unambiguously lucid that no force majeure was involved and progress has been made, rather belatedly, towards completion of project. Moreover, the complainant has made a payment of Rs.14,60,158/- to the respondent towards sale consideration against the said unit till date. Despite paying such a huge amount, the respondent not only violated the essential terms and conditions of the said agreement but knowingly made false representations and assurances to the complainant regarding the refund of the payment of Rs.14,60,158/-.
- o. That despite several reminders, the respondent failed to discharge its liability by not making any payments to the complainant. The complainant apprehends that the respondent's intentions have turned malafide and they intent to usurp the lifelong savings of the complainant. The respondent has failed to pay single penny to the complainant and is unnecessarily delaying the disbursement of the sum despite making promises and giving assurances.
- p. The complainant also served a legal notice through speed post and e-mail to the respondent at their registered address thereby requesting the respondent to

refund the amount of Rs.14,60,158/- along with 18% p.a. The e-mail was duly served to the respondent as well as the employees of the respondent whom the complainant had previous communications with but no response was received from the respondent.

**C. Relief sought by the complainant: -**

4. The complainant has sought following relief(s)
  - a. Direct the respondent to refund the entire amount of sale consideration paid by the complainant i.e., Rs.14,60,158/- along with interest @ of 18% p.a. for the delayed period.
  - b. Direct the respondent to pay cost of litigation to the complainant being a sum of Rs.2,00,000/-.
  - c. Direct the respondent to pay compensation against the mental harassment suffered by the complainants being a sum of Rs.3,00,000/-.
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) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The counsel for the respondent during proceedings dated 22.05.2025 submitted an application for dismissal of complainant/reply and has contested the complaint on the following grounds:
  - i. That the complaint filed by the complainant is not maintainable in view of the fact that the complainant had voluntarily surrendered the allotted unit i.e. E-305 in the Affordable Housing Project 'EASY HOMES' vide Affidavit dated 22.03.2022, which was duly acknowledged by the respondent/applicant.
  - ii. That despite the surrender of the unit, the complainant has now, after a lapse of considerable time, filed the present complaint seeking refund of the amount along with interest till date. Which clearly reflects a malafide intent and an



attempt to unjustly enrich herself, which amounts to misuse of the legal process and borders on extortionist behaviour.

- iii. That the respondent is ready and willing to refund the amount of Rs.12,83,198/- after making necessary and permissible deductions in accordance with the applicable Affordable Housing Policy and the terms and conditions agreed upon by both parties at the time of booking/allotment.
  - iv. That the delay in the project, if any, is attributable to events beyond the control of the respondent, including but not limited to the impact of force majeure events such as COVID-19 pandemic, government restrictions, construction bans by tribunals etc. The respondent/applicant humbly requests this Authority to take due cognizance of the force majeure period while adjudicating any issues related to project delay.
  - v. That the complainant, having surrendered the unit, cannot now seek interest or further monetary claims for the period subsequent to surrender i.e. after 22.03.2022, as such claims are contrary to the principle of equity and fair dealing.
  - vi. That in view of the above facts and circumstances, the present complaint deserves to be dismissed in limine as being devoid of merits and instituted with an ulterior motive.
7. 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 based on these undisputed documents and submission made by the parties as well as the written submission of the complainant.
- 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 entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with 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 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.*

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

13. 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 relief sought by the complainants.**

**F.I Direct the respondent to refund the entire amount of sale consideration paid by the complainant i.e., Rs.14,60,158/- along with interest @ of 18% p.a. for the delayed period.**

14. The complainant was allotted a unit no. E-305, in tower/block- E, in the project "Easy in Homes" situated in sector- 35, Gurugram by the respondent/builder under the Affordable Group Housing Policy 2013. No allotment letter and buyer's agreement was executed between the parties. The possession of the unit was to be offered with 4 years from approval of building plans (16.06.2015) or from the date of environment clearance (28.12.2015) and whichever is later. The due date of

possession was calculated from date of approval of environment clearance i.e., 28.12.2015, as per policy, of 2013. Therefore, the due date of possession comes out to be 28.12.2019. The complainant paid a sum of Rs.14,60,158/- out of the total sale. Further, the complainant has placed an email dated 12.04.2021 on page no. 42 of the complaint which is reproduced as under for a ready reference: -

" .....

*As discussed telephonically, with Mr. Vikas Sharma, on multiple occasion since 6<sup>th</sup> April 2021, I am currently facing financial constraints due to health issue of my Husband and won't be able to complete the payment for the booked unit.*

*Furthermore, I would like to surrender the unit as I am not in a position to pay the reaming amount and would really appreciate if you can provide me with the details of process the same.*

*Also, please clarify, on the amount that would be refunded to me after the withdrawal process is completed.*

*Thanks and Regards*

*Archana Vasudeva"*

15. The complainant intend to withdraw from the project and is seeking refund of the paid-up amount as provided under the section 18(1) of the Act. Sec. 18(1) proviso reads as under:

***Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

***he shall be liable on demand of the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:***



*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

**(Emphasis supplied)**

16. As per clause 1(iv) of the Affordable Housing Policy 2013 provides for handing over of possession and is reproduced below:

**1(iv)**

*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.*

17. The project was to be developed under the Affordable Housing Policy, 2013 which clearly mandates that the project must be delivered within four years from the date of approval of the building plan or environmental clearance, whichever is later
18. On consideration of the abovementioned clause, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the Affordable Housing Policy, 2013. By virtue of clause 1(iv) of the said policy, the possession of the subject unit was to be delivered within a period of four years from the date of approval of building plans (16.06.2015) or grant of environmental clearance (28.12.2015), whichever is later. The due date is calculated four years from date of environment clearance i.e., 28.12.2015 being later. Accordingly, the due date of possession comes out to be 28.12.2019 and there is a delay of more than two years on the date of surrender request made by complainant i.e. on 12.04.2021.
19. The occupation certificate/part occupation certificate of the buildings /towers where allotted unit of the complainant is situated has not been obtained by the promoter till the date of order. On failure of promoter to complete or unable to give possession of the unit in accordance with the terms of the said policy, 2013 the complainant has already wished to withdraw from the project.

20. Keeping in view the fact that the allottee/complainant wish to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale Affordable Housing Policy, 2013 or duly completed by the date as per the said policy. The matter is covered under section 18(1) of the Act of 2016.
21. **Admissibility of refund at prescribed rate of interest:** The complainant is seeking refund amount with interest at the rate of 18% per annum on the amount already paid by them. However, allottees intends to withdraw from the project and is seeking refund of the amount paid by her in respect of the subject unit with interest at prescribed rate 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.*
22. The legislature in its wisdom in the subordinate legislation under the provision of 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.
23. 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., 07.08.2025 is 11.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.



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

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*

*the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

25. Further in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022.

It was observed as under:

*25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

26. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The



promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoters are 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 them in respect of the unit with interest at such rate as may be prescribed.

27. The authority hereby directs the promoter to return the amount received by it i.e., Rs.14,60,158/- with interest at the rate of 11.10% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**F. II. Direct the respondent to pay cost of litigation to the complainant being a sum of Rs.2,00,000/-.**

**F.III Direct the respondent to pay compensation against the mental harassment suffered by the complainants being a sum of Rs.3,00,000/-.**

28. The complainant in the aforesaid head is seeking relief w.r.t compensation. Hon'ble Supreme Court of India, in case titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP &Ors.*** (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation 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 shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

**G. Directions of the authority**

29. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:







- i. The respondent is directed to refund the amount i.e., Rs.14,60,158/- received by it from the complainant along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
  - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
30. Complaint as well as applications, if any, stand disposed off accordingly.
31. Files be consigned to registry.

Dated: 07.08.2025

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