

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

**Complaint no.:** 4205 of 2024  
**Date of filing:** 29.08.2024  
**Order pronounced on:** 01.07.2025

Pooja Kanodia & Aakash Kanodia  
**R/o:-** H.no. 8, B.D. Estate, Mall Road, Lancer Road,  
Timarpur, Civil Lines, S.O. North Delhi-110054

**Complainants**

**Versus**

M/s Bright Builtech Private Limited  
**Regd. Office at:-** Ace Studio, 7<sup>th</sup> floor, Plot  
No. 01B, Greater Noida Expressway, Sector-  
126, Noida-201303

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairperson  
Member**

**APPEARANCE:**

Shri Ritu Bhalla (Advocate)  
Shri Bhavya Sareen & Ankit Goel (Advocates)

**Complainant  
Respondent**

**ORDER**

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

**A. Unit and project related details.**

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

S.no.	Heads	
1.	Project name and location	'Ace Palm Floors', Sector 89-90, Gurugram, Haryana.
2.	Nature of the project	Residential township
3.	a) DTCP license no	59 of 2013 dated 16.07.2013
	b) License valid up to	15.07.2021
	c) Name of the licensee	Orris infrastructure pvt. Ltd. & Ors.
	d) area	101.081 acre
4.	RERA registered/not registered	<b>Registered</b> bearing registration no.388 of 2019 valid up to 31.12.2021
5.	Unit no.	B-138-SF 2 <sup>nd</sup> (Annexure C-3 on page no. 29 of complaint)
6.	Unit admeasuring	1090 Sq. Ft. (super area) 1336 sq. ft. (total area) (Annexure C-3 on page no. 29 of complaint)
7.	Provisional allotment	02.04.2014 (Annexure C-2 on page no. 28 of complaint)
8.	Allotment Letter	16.03.2015 (Annexure C-3 on page no. 29 of complaint)
9.	Booking amount	Rs.8,00,000/-paid on 02.04.2014 (page 27 of the complaint)
10.	Buyer Agreement	Not executed

11.	Total consideration	Rs. 99,74,257/- (page no. 29 of complaint)
12.	Total amount paid by the complainant	Rs.35,59,029/- till 26.05.2016 (page no. 27 & 55 of complaint)
13.	Possession clause	<b>"Clause 10.(a)</b> the applicants/buyers of the dwelling units in the project making timely payment the company shall endeavour to complete the construction of the dwelling unit within 36 months with a grace period of 06 months from the date of the allotment of the dwelling unit. <b>(Emphasis supplied)</b> (Page no. 36 of complaint)
14.	Due date of delivery of possession	02.10.2017 (calculated from provisional allotment.  16.09.2018 (42 months) (Calculated from the date of allotment letter)
15.	Occupation certificate	Not obtained
16.	Demand letter	30.10.2015 14.11.2015 18.12.2015 18.02.2016 14.03.2016 22.03.2016 26.05.2016
17.	Offer of possession	Not offered

### B. Facts of the complaint.

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

- a. That the respondent flouted a project namely "Woodview Residency" at Sector-89-90, Gurugram, Haryana. In due course of their needs and requirements, the complainants approached to M/s Buniyad Retail and through M/s Buniyad Retail.
- b. That the complainants filed an application for booking in Woodview Residency with a booking amount of Rs. 8,00,000/- with the respondent on 10.01.2014 being developed & constructed by the respondent.
- c. That at the time of booking of the independent floor, the officials of the respondent duly assured the complainant that the respondent would deliver the physical possession of the unit within 36 months.
- d. That on 02.04.2014, the respondent issued an offer of provisional allotment letter of a floor bearing no. B-138, measuring super area 1336 Sq. Ft. (flat/ floor area 1090 Sq. Ft. + basement/ terrace area 246 Sq. Ft.) totalling in all 1336 Sq. Ft, 2-BHK in the project.
- e. That on 16.03.2015, an allotment letter of the independent floor i.e. B-138, SF in the plotted colony known as Woodview Residency, situated at Sector-89-90, Gurugram, Haryana in favour of the complainants by the respondents with the transaction report where the respondent mentioned the property details with basic sale price, taxes and other charges. The total sale consideration of the floor was Rs. 99,74,257/-. The respondent offered the complainants for a CLP (construction linked plan).
- f. That on 28.04.2015, the respondent issued a demand letter of Rs.6,99,977/- without execution of any builder buyers agreement to the complainant. When the complainants objected for the same, then, the respondent issued a letter of execution of buyers agreement of abovementioned flat/ floor on 03.08.2015 and issued

a demand note and reminder of Rs. 6,99,977/- to the complainants without executing the builder buyers agreement.

- g. That the respondent further issued several demand letters till 26.05.2016 in favour of the complainant without executing the builder buyers agreement and without starting any construction on ground. After receiving the demand letters from the respondents, the complainants visited to the office of respondent and made enquiry about the project. The complainant further refused to pay the demanded amount without executing the builder buyers agreement and without any construction because the booked unit was on the construction linked plan (CLP). On this, the representative/ agent of the respondent further offered 10% rebate in PLC amount and also offered to change the plan from construction linked plan to PLP Plan in which the complainants would have to pay the amount in 30-60% ratio.
- h. That the representative/ agent of the respondent further sent an e-mail on 28.07.2016 by stating to provide the approval for changing in their plan and also mentioned the rebate of 2% amount in PLC and considering the same, the complainants gave their consent and also transferred the balance amount of Rs. 27,59,029/- on 02/08/2016 as per the new plan. The complainants had deposited the 40% of the total sale consideration.
- i. That on 03.10.2019, the respondent sent a letter of intimation to the complainants regarding change of management and control of project in Woodview Residences situated at Sector-89-90, Gurugram and stated that the respondent would deliver the project under the name of "ACE PALM FLOOR" within a period of 2 years from registration of project with RERA Authority, Haryana. Further



informed that the license of the project has been renewed till July, 2021.

- j. The representative/ agent of the respondent told the complainants that the respondent would allot their flat/ floor in some other project of the respondent for which, the complainants refused to take as the respondents offered the unconstructed floor on a new rate.
- k. That on 26.03.2022, the respondent and the complainants entered into a settlement deed where the respondent issued a draft to the complainants in which the respondent duly accepted that the respondent would refund the amount of Rs.35,59,029/- to the complainants on or before 10.07.2022 towards the cancellation of the unit. The clauses of the settlement deed were in favour of the respondent but having no other option, the complainants neither raised any issue nor objected and accepted the same.
- l. That the respondent neither refunded the payment of the complainants nor allotted handing over the possession of their flat/ floor till date. The complainants visited to the office of the respondent numerous times but despite that the respondent did not take any action to resolve the matter till today and lingering the matter on one pretext or the other.
- m. That the complainants denied the offer of the respondent and also demanded to refund their money as the construction of the unit not even started yet. The representative/ agent of the respondent further asked for some time in order to resolve the matter and delayed the matter by lame excuses.
- n. That when nothing fruitful came out, then, the complainants through their counsel sent a legal notice dated 10.07.2024 to the

respondent in which the respondent was called upon either to handover the physical possession of the unit of the complainants on the agreed rates as agreed by the respondent at the time of booking or to refund the total amount paid by the complainant with interest @ 24% p.a. to the complainant within 15 days. Legal Notice dated 10.07.2024 duly served to the respondent but despite receiving of legal notice dated 10.07.2024, the respondent neither paid any amount nor replied the legal notice.

- o. That the complainants had persuaded and requested the respondent to refund their amount as there is no possibility of getting the possession of their unit but the respondent has completely denied the just and genuine request of the complainants.

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

**4. The complainant has sought following relief(s):**

- a. To direct the respondent to set aside the compromise deed and further direct the respondent to handover the possession of an alternative ready to move unit in some other project as agreed terms and agreed rates at the time of booking **OR** to direct the respondent to refund the amount of Rs. 35,59,029/- paid by the complainants along-with prevailing interest as per the provisions of the RERA Act.
- b. To direct the respondent to pay the compensation of Rs.10,00,000/- for harassment & legal expenses of Rs. 1,00,000/- with interest as per prevailing Rules of the RERA Act.
- c. Any other relief /order or direction, which this Authority may deem fit and proper considering the facts and circumstances of the present complaint.

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 respondent has contested the complaint on the following grounds:
- a. That the present complaint is also not maintainable because the complainant has sought reliefs which ordinarily cannot be sought in the proceedings of this nature, where the only grievance of the allottee is delay in the handing over of the possession. The project of the respondent has been delayed on account of various unenforceable circumstances, which were beyond the control of the respondent, however the project development took its pace when the situation normalized after Covid-19.
  - b. The Respondent (Bright Buildtech Pvt. Ltd.) is developing the project namely 'Woodview Residences' (now known as "*ACE Palm Floors*") on its share in the project land measuring 101.081 acres situated at revenue estate of village Hayatpur, Sector-89 and 90, Gurugram.
  - c. M/s. Ace Mega Structures Private Limited has been appointed as the 'Development Manager' for development, construction, sales and marketing of the Project vide 'Development Management Agreement' dated 23.05.2019 with the objective of ensuring expeditious development of the project and to provide professionally proficient customer-care interaction.
  - d. That upon submission of the application form for allotment of the Unit, the respondent vide letter of allotment dated 16.03.2015 had allotted to the complainant Flat No. B-138, SF. The letter of



allotment also contained the details of the payment plan, and the particulars of the unit allotted to the complaint in the project. The total consideration of the unit agreed was Rs. 99,74,257/-.

- e. The complainant has till date paid an amount of Rs. 35,59,029/-, however, still majority of the sale consideration is an outstanding amount and not paid by the complainant, despite issuance of repeated reminders by the respondent. Several reminders were issued to the complainant, but no steps were taken.
- f. The period of 42 months for completion of the construction had elapsed, however, due to unforeseen circumstances beyond the control of the respondent, the project could not be completed on time.
- g. That the complainant is well aware of the fact that respondent has appointed 'ACE' as the Development Manager for construction and completion of the project. The respondent had informed the complainant about the appointment of the "Development Manager" who is responsible for all activities including the construction and sales of the project as per the Development Management Agreement (DMA) dated 23.05.2019.
- h. That the Project of the respondent is reasonably delayed because of 'force majeure' situation which is beyond the control of the respondents. However, despite all odds, still, the respondent along with the Development Manger 'Ace' is making all efforts to complete the construction work at project site at full pace and is expecting to handover the possession very soon.
- i. Due to the exponential increase in the cases of 'Covid-19', the Central Govt. had imposed nationwide 'lockdown' w.e.f. 25.03.2020 which has been extended till 30.06.2020, resultantly, the same has

caused serious impact on the economy posing difficult challenges for everyone. Prior, to this unprecedented situation of pandemic 'Covid-19', the respondent along with the development manager had been carrying out the construction of the project at full pace and was expecting to deliver the units to the buyers by the end of year 2020, however, due to the sudden outbreak of the pandemic and closure of economic activities, the respondent had to stop the construction work during the 'lockdown'.

- j. That the complainant has defaulted in payment of instalment amount against which different demand notices, reminder letters and final demand notice dated 20.03.2017 were issued to the complainant for payment of Rs. 40,70,463/- was payable by the complainant, which clearly ignored by the complainant. Through the final demand notice it was categorically informed to the complainant that timely payment of every due instalment amount is the essence of allotment/agreement and there is clear failure on the part of the complainant to adhere to the same.
- k. That M/s. Orris Infrastructure Private Limited in collaboration with respondent and other landowners had filed an application with the Director, Town and Country Planning Haryana ("DTCP") for issuance of a license in favour of Orris for development of a township of 101.081 Acres in Sector-89-90, Gurugram. The DTCP vide letter bearing no. LC-2638-JE(VA)-2013/34780 dated 26.03.2013 called upon Orris to fulfil certain requirements laid down in Rule 11 of Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 60 days from the said letter. M/s. Orris and Bright Buildtech Pvt. Ltd. entered into an agreement dated 18.05.2013 whereby Orris has transferred development

rights of 50% in the subject land to Bright. Orris and Bright have also entered into two supplementary agreements both dated 01.05.2019 in furtherance to the afore mentioned agreement dated 18.05.2013.

- l. That upon fulfilment of the terms and conditions of the letter dated 26.03.2013 issued by DTCP, it has issued a license bearing no. 59 of 2013 dated 16.07.2013 in favour of Orris for development of a township of 101.081 Acres in Sector-89-90, Gurugram. "Orris" has recently applied for extension of the license, upon which it is expected that the respondent would also get the Occupation Certificate for the completed units.
- m. That in terms of the license and the agreement dated 18.05.2013 Bright launched a project in 2014 in the name of "Woodview Residences" on its share in the said land parcel. Bright is in the process of currently developing independent floors after obtaining various approvals from the authorities as required. The Respondent has submitted an application with DTCP on 07.08.2019 for allowing change in beneficial interest, change in developer & assignment of joint development rights in terms of policy dated 18.02.2015 in License No. 59 of 2013 dated 16-07-2013 granted to develop Plotted Colony in Sector 89-90, Gurugram.
- n. That respondent has further appointed M/s Ace Mega Structures Private Limited as Development Manager for development, construction, sales and marketing of the project vide Development Management Agreement dated 23.05.2019 only with the objective of ensuring expeditious development of the project and provide professionally proficient customer-care interaction.

- o. That the respondent has launched 420 numbers of independent floors to be constructed on 140 plots. Out of the that 258 units were sold by the company till date. Further, as of the year 2021-22, the building structure and the other works were substantially completed. Now, the project is at the advanced stage of completion.
  - p. That the complainant has applied for the allotment of the unit as investment and not for personal use, which fact is abundantly clear and evident from the conduct of the complainant. The complainant has invested in the unit with intent to have monetary gains by way of reselling the unit to a higher bidder at an appreciated value. The present complaint is not maintainable wherein; it is held unanimously that the investors of real estate projects are not entitled to relief from Real Estate Regulatory Authority.
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 on the basis of these undisputed documents and submissions made by the parties.

**E. Jurisdiction of the Authority:**

8. The authority observes that it has complete territorial and 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)(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.

**F. Findings on the relief sought by the complainants.**

**F.I. To direct the respondent to set aside the compromise deed and further direct the respondent to handover the possession of an alternative ready to move unit in some other project as agreed terms and agreed rates at the time of booking OR to direct the respondent to refund the amount of Rs. 35,59,029/- paid by the complainants along-with prevailing interest as per the provisions of the RERA Act**

12. In the present matter the complainant was allotted the unit bearing no. B-138-SF, on 2<sup>nd</sup> floor, admeasuring 1090 sq. ft. super area& 1336 sq. ft.



total area in plotted Colony known as "Woodview Residences" situated at sector 89 & 90, Gurugram vide allotment letter dated 16.03.2015. As per allotment letter dated 16.03.2014 the total sale consideration of unit was Rs.99,74,257/-. Further as per clause 10(a) of the application form, the respondent was obligated to deliver the possession of the unit within 36 months with grace period of 6 months from the date of allotment. Accordingly, the due date of possession comes out to be 16.09.2018. The respondent sent letter of intimation dated 03.10.2019 to the complainants regarding change of management and control of project in Woodview Residences and stated that the respondent would deliver the said project in the name of "Ace Palm Floor" within a period of 2 years from registration.

13. Further, till date no BBA has been signed between the parties for the unit. Furthermore, the OC of the unit has not been received till date. The complainants vide legal notice dated 10.07.2024 upon failure of respondent to deliver the unit, requested the respondent either to handover the physical possession of the unit or to refund the total amount paid by the complainants with interest. Now, the complainant has filed the present complaint on 29.08.2024 seeking refund of the paid-up amount as per proviso to section 18 (1) of the Act.

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

*"If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -*

*.....*

*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".*

14. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund the amount paid by them along with interest prescribed rate of interest. However, the allottees intend to

withdraw from the project and are seeking refund of the amount paid by them 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."*

15. 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.
16. 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., 01.07.2025 is 09.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
17. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(z) "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;"

18. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 10(a) of the application form between the parties, the respondent was obligated to deliver the subject unit within 36 months along with grace period of 6 months from the date of allotment of unit i.e. 16.03.2015. Therefore, the due date of handing over possession comes out to be 16.09.2018.
19. It is pertinent to mention over here that even after a passage of more than 7 years neither the occupation certificate is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. Further, the Authority observes that till date the respondent has not obtained occupation certificate/part occupation certificate from the competent authority. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.



20. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondents /promoter. The Authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021.***

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

21. Further, the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)*** reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022. observed as under:

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

22. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and

regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as he wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 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 date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**G. Directions of the authority**

24. 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):
- a. The respondents/promoters are directed to refund the amount of ₹35,59,029/- paid by the complainants along with prescribed rate of interest @ 11.10% p.a. as prescribed under rule 15 of the rules from the date of each payment till the date of refund of the deposited amount.



- b. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.
  - c. The respondent also directed to pay Rs.10,000/- cost to the complainant imposed on him vide order dated 09.04.2025.
  - d. The respondents are further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.
25. Complaint stands disposed of.
26. File be consigned to registry.



**(Ashok Sangwan)**  
Member



**(Arun Kumar)**  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

**Date: 01.07.2025**