



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	698 of 2024
Date of filing:	14.05.2023
First date of hearing:	30.07.2024
Date of decision:	28.10.2025

Jagmander,

R/o Block No.5, VPO Khatkar,

Tehsil Jind, Haryana.

.....COMPLAINANT

Versus

Housing Board Haryana, through its Managing Director

C-15, Awas Bhawan,

Sector-6, Panchkula, Haryana

.....RESPONDENT

Present: - Ms. Radha Singh and Mr. Shamsheer Singh Dalal, Ld. Counsel
for the complainant through VC.

None for the respondent.

ORDER (Dr. GEETA RATHEE SINGH-MEMBER)

1. Present complaint is filed by the complainant under Section 31 of the
'Real Estate (Regulation & Development) Act, 2016' (hereinafter referred as

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RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project	Flat for serving/ex-defense and para military personnel of Haryana.
2.	Name of the promoter	Housing Board Haryana
3.	RERA registered/not registered	Un-registered
4.	Unit no.	Type A flats, Unit no. not given.
5.	Date of allotment	03.03.2015
6.	Due date of possession	Not provided
7.	Possession clause in BBA	Not provided
8.	Total sale consideration	21,40,000/-
9.	Amount paid by complainant	5,85,280/-
10.	Offer of possession	Not offered

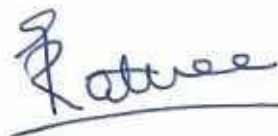


B. FACTS OF THE PRESENT COMPLAINT

3. That the respondent i.e., Housing Board Haryana launched and advertised a new multi storied residential flat scheme (Type A and Type B) on 17.02.2014 and invited applications for purchase of a flat under the reserved category meant for Serving/Ex-Defense and para military personnel up to the rank of JCOs and equivalent and their widows or orphans on Hire Purchase Basis at Faridabad in Sector -2, 62 and 75 which was later on converted into Sector 65 Faridabad. That as per the advertisement, the respondent had offered the residential flat at an allotment rate of Rs 21,40,000/-.
4. That after having placed reliance on the advertisement of the respondent, the widowed mother of the complainant took loan from bank so as to apply for one residential flat in the said project.
5. That on 13.03.2014, the mother of the complainant i.e., Late Smt Phoolpati, widow of Sepoy Late Ram Sharan of 15 punjab Regiment, submitted an application form bearing No 8741 to Central Bank of India, Jind along with requisite documents and remitted earnest money amounting to Rs 2,04,000/- after taking loan from Central Bank of India for booking of a Type 'A' Flat in said project.



6. That the draw of lots for allotment of flats was held on 30.12.2014 wherein the mother of the complainant Smt Phoolpati was declared successful for allotment of a Type 'A' Flat vide provisional registration number 996/FBD65/T-A/CBI. Complainant submitted original copy of No Dues Certificate dated 28.01.2015 issued by Central Bank of India, Jind since he had taken loan from the bank.
7. That the respondent signed allotment letter bearing Memo No IIBII/CRO(PM)/DEFENCI/2015/5840 dated 03.03.2015 for Smt Phoolpati informing her about her being successful in draw of lots held on 30.12.2014 for allotment of a flat in Faridabad 2, 62, 75 converted into Sector 65 as per provisional registration no 996/FBD65/T-A/CB and final registration no 111 with a request to deposit a sum of Rs 3,76,000/- (15% of the advertised cost) on account of amount payable after draw of lots within 30 days from issue of the letter along with other documents specified therein.
8. That on 13.03.2015, Central Bank of India, NIT Faridabad Branch dispatched one envelope containing aforementioned allotment letter. However, the said allotment letter was not received by the allottee (Smt Phoolpati) during her lifetime and she expired on 24.03.2015. A copy of the Death Certificate of Smt Phoolpati bearing No 268927 issued by Birth & Death PHC Ghoghrian, Haryana Govt. Health



Department is annexed as annexure P/4. That based on the application with connected documents by the complainant, the aforementioned allotment of Type 'A' residential flat was transferred in the name of the complainant being the legal heir (son) of Smt Phoolpati (allottee) after her death on 24.03.2015.

9. That the allotment letter dated 03.03.2015 issued by respondent was not received by the complainant till 17.04.2015 and the complainant approached Central Bank of India, Jind who lodged a public complaint no 10006233500 regarding non-delivery of article). That the Chief Manager, Central Bank of India, Jind sent an urgent letter bearing no ro/mktg/2015-16/12 dated 17.04.2015 via email to b/o faridabad (central bank of india branch office faridabad) that the envelope containing allotment letter of Smt Phoolpati sent by faridabad branch through speed post (EH630635803IN) to B/O Jind on 13.03.2015 has not been received by Jind branch till date. He further informed that after inquiry from main Post Office Rohtak, it came to know that full bag of Dak/letters which was dispatched by New Delhi RS TMO to NSH Rohtak on 15.03.2015 was not received at NSH Rohtak. He further advised to B/O Faridabad get the letter from Post Office Faridabad regarding loss of bag containing the above envelope and send to them at the earliest so that he could pursue the matter with



Housing Board Panchkula for issuing duplicate allotment letter of Smt Phoolpati.

10. That the complainant was required to deposit a sum of Rs 3,76,000/- (15% of the advertised cost) on account of amount payable after draw of lots within 30 days from issue of the allotment letter. However, the allotment letter under reference was received very late since the envelope containing the said letter through speed post which was dispatched by Central Bank of India, Faridabad on 13 Mar 2015 from Faridabad HQ Post Office but the same was not received by Jind Branch till 17/04/2015. That despite representation by the complainant with documentary proof that he cannot be blamed and penalized due to the fault of the postal department but he was compelled to deposit the 15% advertised cost (Rs 3,76,000/-) along with a penalty of Rs 5,280/- for default in payment of installment by 18 days delay wef 13.04.2015 to 30.04.2015 at the rate of 18% compound rate of interest. Therefore, the complainant paid Rs 3,81,280/- instead of Rs 3,76,000/- vide PNB Khatkar (Jind) demand draft No 946338 dated 01.05.2015 in favor of Chief Revenue Officer (PM) C15 AWAS BHAWAN Sec 6, Panchkula.

11. That aggrieved by levying of wrongful penalty with exorbitant rate of 18% interest for no fault of the complainant compelled the



complainant to prefer a representation to the Respondent to refund the penalty amount of Rs 5,280/- and that too due to loss of speed post by the postal department wherein he was not a fault. However, neither any reply was given nor was the penalty amount refunded by the Respondent.

12. That it is therefore, quite evident that the respondent have failed miserably to complete the project on time without any justifiable grounds to merit any delay in offering the possession and the project commencement was inordinately delayed. Surprisingly, the complainant came to know from reliable sources that the respondent has scrapped various defense and other schemes launched by the Housing Board Haryana including scheme floated for providing multi storied flats for defense personnel up to the rank of JCOs at Sec 65, Faridabad.

13. That legal notice dated 19.02.2024 was sent to the respondents to refund the money deposited by the complainant along with 18% rate of interest, mental agony compensation and legal notice charges.

14. That respondent remitted a sum of Rs 7,37,417/- online into the PNB account No of the complainant on 28.02.2024. Copy of the relevant page of the PNB Pass Book of the complainant is annexed as Annexure P/12 as a proof of payment by respondent. The respondent



has given only 3% rate of interest while refunding the principal amount deposited 9 years ago whereas the respondent are charging compound interest of 18% per annum in case of default of payment of installation by the complainant where the delay was caused by the loss of the allotment letter at the post office level and the complainant was made a scapegoat by imposing the penalty amount for no fault of his. That it is not the fault of complainant at all that the scheme in question was scrapped, and the money paid by the complainant was lying with the respondent for the past 9 years and same rate of interest on delayed payment should be applied. That the principle of equity and natural justice also demands levying of equal rate of interest on the principal amount remitted by the complainant 9 years ago in the hope of getting a residential flat which was never offered and thereafter scrapping the scheme with inordinate delay.

C. RELIEF SOUGHT

15. Complainant sought following relief:

- i. Direct the respondent promoter to pay 18% rate of penal interest amounting to Rs 9,72,096/- instead of 3% interest amounting to Rs 1,52,137/- paid on the principal amount of Rs 5,85,280/- from date of deposits till 28.02.2024 due to default of Respondent as equal rate of 18% penal interest charged from the allottee on 01.05.2015



- by the respondent promoter due to delay in remittance of installment on account of fault of postal department.
- ii. Direct the Respondent to pay 18% rate of interest on the balance interest due to be paid amounting to Rs 8,19,959/- wef 29.02.2024 onwards till actual realization.
 - iii. Direct the Respondent to pay compensation amounting to Rs 1,00,000/- for causing agony, mental trauma and financial harassment.
 - iv. Direct the Respondent to pay a sum of Rs 1,00,000/- towards litigation expenses.
 - v. Pass any other order or direction in the interest of justice which this Hon'ble Authority may deem fit and proper in the light of the facts and circumstances of the present case in favour of the complainant.

REPLY SUBMITTED ON BEHALF OF RESPONDENT

16. That each and every averment made, contention raised projection sought to be given and/or inference sought to be derived in the complaint filed by the complainant, to the extent the same is contrary and or inconsistent with the true and complete facts of the case and/or the submissions made herein, be taken to be denied in its entirety by the respondent. Further, nothing stated in the complaint be deemed to be admitted by respondent merely on account of non-transverse,



unless the same stands expressly admitted. The respondent seek to reserve its right to make any such additional submissions in writing, place additional documents on record and raise further issues, as may be required.

17. That at the outset, it is significant to mention that the grievance of the complainant is misconceived and erroneous, besides being based on grounds that are ill-founded and vacuous, which would become evident on a perusal of the facts as also the submissions that the Respondents have sought to place on record vide the present Reply.

18. That the main objective of Housing Board Haryana, is to construct houses for allotment to the public in accordance with the guidelines issued by State Government in a prescribed procedure. The emphasis is to construct houses for socially and economic weaker sections, below poverty line and lower income group, medium income group of the society and rather has considered the respondent as a builder/real estate agents who are working for earning profits from the general public. That the construction was not started due to financial constraints and administrative reasons as the number of flats were pending in the inventory due to surrender of application of applicants and the various other Government Schemes launched simultaneously and the scheme in which the complainant had applied for the flat had


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already been scrapped and the notice in this regard was given in General Public. The huge amount has already been invested on construction of houses after borrowing the same from the banks as per Government guidelines and bare minimum charged as levied on costing of flats as per pricing policy of the board. It is further, stated that no fund/budget is provided by the Govt. to the Board and due to this reason the existence of the board is also in question.

19. That it is further, submitted that rate of interest as decided in CWP no. 19124 of 2021 titled as Rajpal Singh Gehlaut VS HSB, Haryana and Another and other connected petitions whereas Hon'ble Punjab and Haryana High Court had decided the matter regarding the interest on deposit amount vide order dated 30.05.2022.
20. That the dispute regarding delivery of allotment letter is in between the bank from where the applicant had taken a loan and the post office which dispatched the allotment letter and hence there is no deficiency or irregularity on behalf of the respondent. So, the respondent should not be held for any fault on behalf of the aforementioned bank and the post office under the law and hence the claim/complaint is not maintainable.
21. That it is correct that the complainant was required to deposit a sum of Rs.376000/- (15% of the advertised cost) on account of amount

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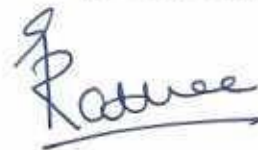
payable after draw of plots within 30 days from issue of Allotment Letter. The plea taken by the complainant that the allotment letter was very late received by the complainant due to the fault at the end of aforesaid post office and the bank is not admissible and the respondents cannot be blamed for the same and the penalty recovered i.e of Rs.5280/- from the complainant for delay in payment is as per terms and conditions. Moreover, if the complainant had to agitate for the penalty imposed for delayed payment then he should have availed other remedies by filing complaint in the Consumer Forum or by approaching Civil Court for the remedies against the department and the bank.

22. That in reply to this para it is submitted that the respondent had remitted a sum of Rs. 7,37,417/- in the account of the complainant on 28.02.2024 along with 3.2% rate of interest as decided in CWP no. 19124 of 2021 titled as Rajpal Singh Gehlaut VS HSB, Haryana and Another.

D. REJOINDER SUBMITTED BY THE COMPLAINANT

23. That the complainant has reiterated the facts of the complaint and has made following additional submissions:

(i) Order passed by the Hon'ble High Court in CWP No 19124 of 2021 titled as Rajpal Singh Gehlot versus Housing Board Haryana and



others is an order in personam i.e., applicable only in case of those petitioners who had filed the CWPs against the Respondent before the Hon'ble High Court. Complainant is not a petitioner in the said case. Therefore, the order passed by the Hon'ble High Court is not applicable in the present case and therefore, he is entitled to refund of the principal amount along with interest as prescribed under Section 18 (1) read with Rule 15 of the HIRERA Rules, 2017.

(ii) In order to fulfil the contractual obligation to make timely payment as per schedule of payment given by the Respondent, the complainant took a loan from the Bank. That despite lapse of nine years on being declared successful in draw of lots for allotment of a flat, and having paid a sum of Rs 5,85,280/-, there was no progress in commencement of the project.

(iii) There is an extraordinary delay. Respondent retained the amount for an inordinate long period of more than 9 years even without starting the construction at the site what to talk about handing over of the possession. Hence, it is most respectfully submitted to direct the Respondent to award interest permissible interest as per provision of Rule 15 of HIRERA Rules, 2017.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

24.1.d. Counsel for the complainant submitted that in the present complaint, construction of the project has not even started by the respondent. Complainant seeks relief of interest @ 18 % p.a. on the principal amount of Rs. 5,85,280/-.

F. ISSUE FOR ADJUDICATION

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

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

26. Authority observes that respondent has taken a preliminary objection that the respondent is not working for earning profits rather to construct houses for socially and economic weaker sections, below poverty line and lower income group so the respondent Housing Board Haryana cannot be considered as a Builder/Real Estate Agents working for earning profits from the general public. In this regard Authority observes that the issue which needs adjudication is whether the respondent Housing Board, Haryana is a 'promoter' of the real estate project as per provisions of RERA Act, 2016. For this purpose, reference has been made to the definition of "promoter" under Section 2(zk) of RERA Act, 2016. Definition is reproduced herein below:



(zk) "promoter" means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any **development authority** or any other public body in respect of allottees of—

(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(b) plots owned by such authority or body or placed at their disposal by the Government,

for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or



(vi) such other person who constructs any building or apartment for sale to the general public.

The Act covers all bodies private and public which develop real estate projects for sale to the general public. Section 2(zk) defines the term 'promoter' which includes both private and public real estate promoters. Thus, both Development Authorities and the Housing Boards, when involved in sale are covered under the Act.

(a) Development authority or any other public body is a promoter in following cases:

- (i) Such buildings or apartments constructed by such authority or body.
- (ii) Such buildings or apartments constructed either on lands owned by them or placed at their disposal by the Government.
- (iii) Such buildings or apartments constructed by such Authority or body for the purpose of selling all or some of the apartments.

Or

(b) in respect of allottees of plots

(i) (a) the plots owned by such Authority or body; or (b) the plots placed at their disposal by the Govt; and



(ii) For the purpose of selling all or some of the plots.

Accordingly, development authorities and public bodies engaged in construction of buildings or apartments or development of plots are promoters under this Act. It is irrespective of the fact whether the buildings or apartments are constructed or plots are developed on the land owned by them or placed at their disposal by the government. Here, Housing Board Haryana is a Development Authority, hence, Housing Board is covered under the definition of promoter under Section 2(zk).

27. Admittedly the respondent floated a scheme for defense personal in 2014 after which the complainant applied for flat of Type A in Faridabad. There is no dispute with regard to the fact that complainant booked a flat in the respondent's project after paying an amount of Rs. 2,04,000/- on 13.03.2014 after availing loan from Central Bank of India.

28. In the present case, builder buyer agreement has not been executed between the parties and no terms and conditions have been agreed upon which could have determined the due date of possession. Therefore, reference has been made to observation of the Apex Court in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) and anr** for reckoning the deemed date of possession. Relevant para is being reproduced below:



Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014.

In view of the above judgement, deemed date of possession works out to be 12.03.2017.

29. Complainant is aggrieved by the fact that even after paying an amount of Rs. 5,85,280/- and after being declared as successful allottee in possession of the flat has not been offered to the complainant till date. Complainant is also aggrieved by the fact that respondent has charged interest at the rate of 18% p.a. however has refunded the amount of Rs. 7,37,417/- on 28.02.2024 adding interest only at the rate of 3%. Respondent's stance in this regard is that amount of Rs. 7,37,417/- has already been remitted to the complainant on 28.02.2024 along with interest at the rate of 3.2% as decided in CWP no.19124 of 2021 titled as "Rajpal Singh Gehlot versus Housing Board Haryana and others".

30. Now the question that arises is that the complainant is entitled to refund along with interest at what rate. With regard to this the respondent in its reply has placed reliance on the judgement of Hon'ble Punjab and



Haryana High Court in CWP no.19124 of 2021 titled as "**Rajpal Singh Gehlot versus Housing Board Haryana and others**" wherein the Hon'ble High Court has passed order dated 30.05.2022 in respect of the two scrapped schemes of the respondent namely the defence scheme Type-A Sampla and the Employees Scheme Jind Road, Rohtak. The Hon'ble Punjab and Haryana High Court had directed the respondent to refund the deposited amount to "each petitioners", along with the mean saving bank interest of the State Bank of India, running from the date of closing of the registration in respect of each scheme by 30.06.2022 in case of the defence Scheme Type-A, Sampla and till 31.10.2022 in case of the Employees Scheme, Jind Road, Rohtak. On perusal of the order of the Hon'ble Punjab and Haryana High Court, it is observed that vide its order dated 30.05.2022, Hon'ble Punjab and Haryana High Court granted the relief of refund "only to the petitioners to the CWP" and said order was a judgement in personam, binding only to the parties to such litigation. Since, the complainant or the real estate project mentioned in the present complaint were never before the Hon'ble Punjab and Haryana High Court in CWP no. 19124 of 2021 and the scheme in which complainant was an allottee got scrapped on account of financial constraints and administrative reasons.



Complainant is well within his rights to seek remedy available to him under RERA Act, 2016. It is observed that since the complaint has been filed under Section 31 of RERA Act, 2016 and adjudicated by the Authority under the provisions of RERA Act, 2016, therefore the complainant is entitled to seek relief on account of delay in delivery of possession in terms of RERA Act, 2016. Hence, it is concluded that complainant is entitled to refund of amount along with interest at prescribed rate.

31. It is admitted by the respondent that the project is scrapped. In such circumstances respondent should have an obligation to refund the amount of the complainant along with interest after receiving the information that the project is scrapped. Respondent has kept the money of the complainant for 9 years without any justification and has only refunded the amount in the year 2024 and that too @ 3.2% as per housing board's policy.

32. Complainant is entitled to get refund of the entire paid amount without any forfeiture along with interest in terms of provisions of RERA Act, 2016. As per section 18 of the RERA Act, 2016 and in light of the Supreme Court judgement in "*Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*" complainant is entitled



to interest at "prescribed rate" from the date of payment till date of refund of amounts.

3. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

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

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

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

4. Rule 15 of IIRERA Rules, 2017 provides for prescribed rate of interest which is as under:

*"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19)
(1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate*

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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".

5. Consequently, as per website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e., 28.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%
6. As observed above in para 32 complainant is entitled for refund of entire paid amount along with interest from date of payment of amounts till actual realization of amount. Thus, respondent will be liable to pay the complainant, interest from date of payments till the date of refund. Since, respondent had already refunded an amount of ₹7,37,417/- to the complainant on 28.02.2024, thus, interest on total amount paid by the complainant i.e, Rs. 5,85,280/- will be payable for the period of date of such payments up till 28.02.2024 which works out to Rs. 5,86,367/-. The amount paid by the respondent shall be first adjusted from the interest amount (7,37,417-5,86,367 = 1,51,050) and the remaining amount shall be adjusted towards the principal amount (5,85,280-1,51,050 = 4,34,230). Now interest on the amount of Rs.

Rathee

4,34,230/- will be calculated from 29.02.2024 up till date of order 28.10.2025 which works out to Rs. 78,480.

7. Further, the complainant is seeking compensation and litigation expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation and litigation expenses shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

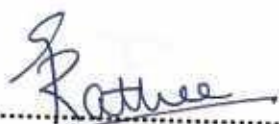
I.DIRECTIONS OF THE AUTHORITY

41. Hence, the Authority hereby passes this order in the present complaint and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:


Rathee

- (i) Respondent is directed to refund amount of ₹5,12,710/- along with interest from date of refund till the actual realization of the amount failing which legal consequences shall follow.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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


.....
DR. GEETA RATHEE SINGH
[MEMBER]