HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**375 of 2024**
Date of filing:	**11.03.2024**
First date of hearing:	**30.07.2024**
Date of decision:	**18.11.2025**

Ravinder Kaur Bhalla
R/o H-2, Bawa farms,
Ansal Villas Satbari,
New Delhi-110074

.....COMPLAINANT

Versus

Realtech Infrastructure Ltd.

Registered Office: C-22, Defense Colony,
New Delhi-110024

.....RESPONDENT

CORAM: Dr. Geeta Rathee Singh **Member**

Present: - Adv. Mayank Grover, Ld. counsel for the complainant through VC .

Adv. Pranjal Chaudhary, Ld. counsel for the respondent through VC.

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ORDER (DR. GEETA RATHEE SINGH –MEMBER)

1. Present complaint has been filed by the complainant on 11.03.2024 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as 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 RERA, 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, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name and location of the project	FBD One, Faridabad.
2.	RERA registered/not registered	Registered
3.	Unit No.	Not provided
4.	Super area	1750 sq. ft.
5.	Date of provisional allotment	22.02.2008

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6.	Date of execution of Flat Buyer Agreement	Not executed
7.	Deemed date of possession	Cannot be determined
8.	Basic Sale price	65,65,500/- (as stated by complainant in its complaint)
9.	Amount paid by the complainant	37,00,000/-
10.	Offer of possession	Not offered

B. FACTS OF THE COMPLAINT

3. Complainant booked a unit and paid an amount of Rs. 20,00,000/- for registration, in the project "FBD One", Sector 37, Faridabad. In the year 2007, the respondent allotted unit bearing no. 712, on seventh floor, in the aforesaid project having basic sale price of Rs.65,62,500/-. Builder buyer agreement has not been executed between the parties.

4. That complainant further paid an amount of Rs. 10,00,000/- towards the total sales consideration as and when demanded by the respondent. Despite, taking more than 10% of the total sale consideration respondents failed to execute builder buyer agreement in favour of the complainant. Complainant had paid an amount of Rs. 37,00,000/- from the date of booking till 31.01.2008 against the unit.

5. That upon non-execution of the agreement the complainant made several follow-ups and even visited the office of the respondent to ascertain the exact status of the project and also by when the agreement would be executed. But, time and again the respondent provided false assurances that the agreement shall executed at the earliest.

6. That after repeated visits and follow-ups the complainant aggrieved by the conduct of the respondent promoter was constrained to withdraw from the project and consequently called upon the respondent to cancel the unit as possession of the same was not being offered and the complainant was not at all interested to continue with the project. A copy of the Letter dated 25.10.2015, is annexed herewith as Annexure C – 5.

7. That subsequently on 20.03.2016, complainant once again reminded the respondent to refund the entire amount paid by the complainant against the unit in question. It is to note that despite, after intimating the respondent that complainant do not wish to continue with the project and wants to withdraw, the respondent had failed to refund the hard earned money duped from the complainant on the basis of false assurances, commitments and representations. A copy of the letter dated 20.03.2016, is annexed herewith as annexure C - 6.

8. That owing to delay in construction and no sight of handing over of the possession the complainant kept following up on the request for refund made vide letters dated 25.10.2015 and 20.03.2016.

9. That the construction of the said project is not complete and the amenities so promised at the time of booking have not been provided by the respondents. Respondents had made several reminders calling upon the complainant to take the possession of the unit which was incomplete and was completely different than what was stated at the time of the booking. In the year 2021, the respondent vide payment reminder dated 03.12.2021, intimated that the booking of the complainant is retained and continued to exist as on date and further called upon the complainant to pay clear the dues however it failed to provide/enclose Occupation Certificate/Completion Certificate for the Project in question. Vide said letter respondent also intimated that upon clearance of the dues the respondent shall assign/allot a different unit in the Project in place of the originally allotted Unit No. 712.

10. That the respondent had also not paid any heed to the request of the complainant vide letters dated 25.10.2015 and 20.03.2016, whereby the complainants had requested for withdrawing from the project and also for the refund of the amount paid to the respondent against the unit in question.

After receiving the payment reminder letter dated 23.12.2021, the complainant visited the office of the respondent again requesting for the refund of the hard earned money kept in the possession of the respondent but the respondent failed to provide any response.

11. That upon not receiving any response from the respondent complainant served a legal notice dated in the year 2024, calling upon the respondents intimate the refund the entire amount of Rs. 37,00,000/-.

12. That as per Section 18 of RERA, 2016, if any promoter fails to give the possession of the unit and where the allottee wishes to withdraw from the project, promoter is liable to refund the amount paid along with interest. Respondents has failed to intimate the exact status of the project and provide any cogent evidence that the hard-earned money being paid by the complainant had been utilized for the construction of the project. And, now upon not receiving any update in regard to the project the complainant herein is seeking the relief of refund of the amount against the total sale consideration along with interest.

C. RELIEFS SOUGHT

13. Complainant has sought following reliefs:

i. Refund the entire paid amount of Rs. 37,00,000/- along with interest @ MCLR + 2% from the date of payment till date of realisation;

ii. Any other or further order of relief, which this Hon'ble court/Authority may deem fit and proper on the facts and in the circumstances of the case, may also be passed in favour of the complainant.

D. REPLY ON BEHALF OF RESPONDENT

Respondent submitted a detailed reply on 18.03.2025 in the registry of the Authority pleading therein as under:

14. Since the buyer's agreement was never executed in the present case and receipt is dated 30.06.2011 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot be initiated retrospectively.

15. That the complainant had applied for allotment of area/ unit in the "FBD One" project of the respondent, at Faridabad in the year 2011. The Complainant was issued receipt confirming booking of an area admeasuring 1750 sq. ft. @ Rs.4750/- per sq. ft. [Rs.3750 + Rs.1000] as recorded in the receipt on 30.06.2011.

16. Total sale consideration was determined at Rs.74,37,500/- plus other charges comprising of EDC+ IDC, electrification charges, GST, IFMS,

security deposits and sinking fund. The complainant paid approximately 50% of the consideration i.e. Rs. Rs.37,00,000/-. The balance consideration of Rs.37,37,500/- and other charges aggregating were Rs.17,92,500/-.

17. Complainant for the reasons best known complainant neither sought cancellation of the unit nor came forward to execute the allotment agreement, thereby keeping the respondent in limbo.

18. That as per the directions of DTCP, respondent also sent a letter dated 03.03.2020 inviting objection with respect to change in beneficial interest. The respondent also sent a letter dated 21.03.2020 inviting objection with respect to grant of occupancy certificate under modified sanctioned plan. However, the said letter returned back as undelivered.

19. That the respondent on its part kept the booking alive and sent the demand letter dated 12.03.2020 requesting complainant to pay the remaining balance and takeover the possession for fit outs as the respondent had completed the construction and was expecting occupancy certificate shortly. The occupancy certificate was obtained by the respondent on 22.05.2020, A copy of the demand letter dated 12.03.2020 sent by the respondent to the complainant is attached herewith and marked as annexure-2. Further, respondent vide its notice dated 03.12.2021 offered to the complainant to take possession of a smaller size office space against the amount of

Rs.37,00,000/- already paid by her, as it was commercially unviable for the respondent to hold the unit No. 712. Respondent is also willing to allot area admeasuring approximately 600 sq. ft. area @ Rs.6000/- per sq. ft. all inclusive. The present prevailing market rate is approximately Rs.6500/- to 7500/- per sq. ft. in the present financial difficulties, in lieu of refund of the aforesaid amount.

20. That the complainant has not filed any communication with the respondent. The two letters dated 25.10.2015 and 20.03.2016 filed by the complainant is apparently fabricated. In fact, the signature is also different and do not match with the signature in PAN Card.

21. That the complainant was part of a group who collectively entered into negotiated settlement. While other members of the group entered into negotiated settlement with the respondent, the complainant stood excluded from the group as well.

22. That the complainant has filed the present complaint solely to evade his responsibility to pay the balance sale consideration and requisite deposits. The complainant has falsely stated that the respondent has failed to deliver the project. The delay in delivery of the property is covered under force majeure conditions. The circumstances were beyond the control of the respondents. The respondent is entitled to force majeure conditions. The

scheduled time of delivery of possession is specified in the second para of the clause 12 of the agreement signed by the respondent with other allottees. In the absence of signed agreement between the complainant and the respondent, the specimen agreement may be considered.

23. That respondent developer had right to seek extension of time beyond 42 months (36 months + 6 months) in the circumstances specified in the agreement. The Respondent had completed the construction of the requisite area of the building. However, before the processing of the occupancy certificate, a notice dated 21.08.2017 was received from the licensing authority threatening to cancel the license on account of default on the part of ABW Infrastructure Ltd. having 54% share in the FSI. The respondent having 46% share in the FSI appeared in the personal hearing on 18.09.2017. After attending personal hearing on 18.09.2017, respondent was afraid of the consequences arising out of the proceedings, therefore offered possession of the property on as is where is basis pending grant of occupancy certificate. Respondent also invoked contingency provision provided in clause 12 of the agreement to seek extension of time by 2 years. The DTCP agreed to renew the license vide letter dated 25.10.2019 upon compliance of terms and conditions set out in the said letter including payment of double the license fee under Section 7B of the Haryana

Development and Regulation of Urban Areas Act, 1975. The Respondent complied with the terms of the said letter dated 25.10.2019 and the license was renewed on 27.12.2019. A copy of the letter dated 25.10.2019 received from DTCP is attached herewith as Annexure-8. A copy of the letter confirming renewal of license dated 27.12.2019 is attached herewith as Annexure-). Therefore, the period commencing from 21.08.2017 and ending with 27.12.2019 is to be considered as zero period. The occupancy certificate could not be processed during this period and therefore notice of possession could not have been served upon the complainant despite completion of the construction of the building.

24. That the respondent filed revised application for occupancy certificate and also offered possession of the property to all eligible customers including the complainant on 03.07.2018 immediately upon filing of the occupancy certificate. Some of the customers took possession of the property for fit outs and continued with the possession thereof.

25. Despite completion of construction the Respondent was unable to deliver the possession owing to non-receipt of environment clearance and renewal of License which were both granted on 27.12.2019. Thus, deemed date of handing over of possession stood extended to 66 (sixty-six months) form the date of signing of the agreement in each case. In the present case, since

the complainant has not come forward to execute the buyer's agreement the due date of handing over the possession remains undecided.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

26. Ld. Counsel for the complainant stated that present case is a simple case of refund in which builder buyer agreement has not been executed between the parties and there has been no communication between the parties with respect to the possession from the year 2006-2021. He further stated that respondent has now in the year 2021 has informed that their unit is existing but no details of the unit has been given by the respondent. Complainant seeks refund of his paid amount along with interest.

F. ISSUE FOR ADJUDICATION

27. Whether the complainant is entitled for refund of the amount deposited by him along with interest in terms of Section 18 of RERA, Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

28. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the respondent has taken a preliminary objections challenging maintainability of the present complaint. Respondent has averred that builder buyer agreement was never

executed between parties and only receipts were issued and that too before commencement of RERA Act, 2016 therefore penal proceedings cannot be initiated retrospectively. In this regard Authority observes that even though there is no builder buyer agreement executed between the parties ,nevertheless, receipts are good enough to prove that there was an agreement to sell between the complainant and the respondent. Section 2(c) of RERA Act, 2016 defines agreement for sale as *an agreement entered into between a promoter and an allottee.* As per this definition "agreement for sale" need not be in the form of a builder buyer agreement. This agreement may be written or oral. What is required is merely meeting of minds for the sale and purchase of a plot, apartment or building, as the case may be. The payments made by the complainant and issuance of receipts for a unit in project "FBD One" Faridabad for an area measuring 1750 sq. mts. Makes it evident that there was an agreement to sell between complainant and respondent for the purchase of the unit in the aforementioned project and consequent thereupon the respondent issued provisional allotment letter on 22.02.2008.

The receipts were issued in the year 2006-2008. Therefore, now the question arises that whether the provisions of RERA Act apply to such receipts/agreement to sale between the parties in the year 2008. For this

Authority has referred to the case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc.**, wherein the Hon Apex Court has held as under:-

> *"41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case." "45. At the given time, there was no law regulating the real estate sector, development works/obligations of promoter and allottee, it was badly felt that such of the ongoing projects to which completion certificate has not been issued must be brought within the fold of the Act 2016 in securing the interests of allottees, promoters, real estate agents in its best possible way obviously, within the parameters of law. Merely because enactment as prayed is made retroactive in its operation, it cannot be said to be either violative of Articles 14 or 19(1)(g) of the Constitution of India. To the contrary, the Parliament indeed has the power to legislate even retrospectively to take into its fold the preexisting contract and rights executed between the parties in the larger public interest." "53. That even*

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the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection. 54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected.

In view of the ratio of law laid down by Hon'ble Supreme Court provisions of the RERA Act, 2016 are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which were in the process of the completion though the allotment/contract/ agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and the Rules made thereunder will only be

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prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

29. Now proceeding on merits of the case, it is not disputed that complainant booked a unit in respondent's project "FBD One" for which provisional allotment letter was issued on 22.02.2008. Complainant has paid an amount of Rs. 37,00,000/- to the respondent for the said unit for which respondent has issued receipts. Builder buyer agreement was not executed between the parties. Complainant's stance with respect to non-execution of the builder buyer agreement is that she made several follow ups and visited the office of the respondent for execution of the builder buyer agreement, however respondent time and again gave false assurances that agreement will be executed at the earliest. Per contra respondent's version is that complainant never came forward to execute the builder buyer agreement. Authority observes that in real estate transactions the onus of preparing and executing the builder buyer agreement lies upon the respondent promoter. In the present case complainant has paid approx.. half of the alleged total sales consideration, therefore it was obligated upon the respondent to have got prepared the agreement for sale and invite the complainant to sign/execute the same. Respondent has not annexed any proof with respect to any communication with the complainant for execution of builder buyer

agreement. Respondent cannot be allowed to take defense that it was the complainant who never came forward to execute the builder buyer agreement. Therefore, it was the respondent who did not fulfil its obligation towards complainant despite collecting a huge amount towards the allotted unit.

30. In the present case since builder buyer agreement has not been executed, therefore exact due date of possession is not known. In such circumstances for purpose of reckoning the deemed date of possession reference has been made to the judgement in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) and anr.** 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.

31. It is not denied that an amount of Rs. 37,00,000/- was paid to the respondent by February 2008 and a provisional allotment letter was issued to the complainant on 22.02.2008. Accordingly, three years are calculated from the date of provisional allotment letter i.e. 22.02.2008 which works out to

21.02.2011. The respondent has contended that the developer was entitled to seek an extension of the completion period beyond 42 months (i.e., 36 months plus a further 6 months) under the contingencies contemplated in the agreement. However, in the present matter, no builder–buyer agreement was ever executed between the parties. Consequently, the terms and conditions of such unexecuted agreement cannot be relied upon or enforced. The respondent has further submitted that the period between 21.08.2017 and 27.12.2019 ought to be treated as a 'zero period', on the ground that the renewal of the licence was pending during this duration and that clause 12 of the agreement envisaged such contingency. In this regard, the Authority observes that the delays in obtaining licence renewal are attributable solely to the respondent. Such procedural lapses cannot, in law or equity, be permitted to prejudice the allottee, nor can the burden of these delays be shifted upon the allottee. Therefore, 21.02.2011 shall be considered as the deemed date for the purpose of handing over possession.

32. Complainant in her complaint has alleged that since there was no development on site, she demanded refund of her paid amount vide letters dated 25.10.2015 and 20.03.2016, however the said letters were unanswered by the respondent. Whereas the respondent in its reply had denied receiving these letters and calls them fabricated ones. In fact respondent has averred

that possession for fit out was offered to the complainant vide letter dated 12.03.2020. On perusal of letters dated 25.10.2015 and 20.03.2016 as relied upon by the complainant it is observed that complainant has not annexed any proof of service of such letters. Thus, in absence of proof of delivery it cannot be presumed to have been delivered, especially when respondent denies receiving the same. Further, as far as averment of respondent regarding offer of possession vide letter dated 12.03.2020 is concerned it is observed that even the respondent has not placed on record any document/report to prove delivery of letter dated 12.03.2020 upon the complainant. Even if it is presumed that said letter was delivered to the complainant then also it cannot be held to be a valid offer as the same was only "possession for fit outs" and that too without obtaining the occupation certificate from the competent Authority. Respondent itself has admitted that occupation certificate was received by the respondent on 28.05.2020. Therefore possession for fit out dated 12.03.2020 was not a legally valid offer of possession. Furthermore respondent has also referred to another letter dated 03.12.2021. Perusal of the said letter reveals that vide this letter respondent informed the complainant that unit no. 712 provisionally allotted to complainant stand cancelled and respondent will be happy to assign/allot a different unit to complainant in the project, meaning thereby that the unit

of the complainant was never offered to the complainant, however, there is no proof of service of this letter too attached by respondent. It is also very pertinent to mention here that no communication whatsoever was made by the respondent to the complainant between the period of Feb. 2008 to March 2020 with respect to development of project/execution of builder buyer agreement or raising payment demand. Respondent retained Rs. 37,00,000/- paid by the complainant for 12 years without communicating anything with respect to the status of the project.

33. The main grouse of the complainant in the present case is that even after lapse of 17 years from the date of booking valid possession has not been offered to the complainant. As per section 18(1) of the RERA Act, complainant now wants to withdraw from the project and demands refund of the amount deposited by him. As per observations made in aforesaid paragraph respondent should have handed over possession of the unit no. 712, in the "real estate project" by 03.12.2021. However, there is nothing on record to show that after obtaining occupation certificate on 12.03.2020, respondent ever made any legally valid offer of possession. Complainant who was provisionally allotted his unit in year 2008 cannot be made to wait endlessly for possession. Hon'ble Supreme Court in the matter of **"Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and**

others" in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

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

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent; therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

34. 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;*

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

> *"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".*

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., 18.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

35. From above discussions, it is amply proved on record that the respondent have not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant is entitled for refund of her deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the interest to the complainant from the dates when amounts were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainant along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount.

36. Authority has got calculated the total amount to be refunded along with interest calculated at the rate of 10.85% from the date of payment till the date of this order, which comes to ₹73,99,076/- (₹37,00,000/- (principal amount) + ₹73,99,076/- (interest accrued till 18.11.2025). According to the receipts/

statement of accounts provided by the complainant, details of which are given in the table below –

Sr. no	Principal amount (in ₹)	Date of payments	Interest accrued till 18.11.2025 (in ₹)
1.	20,00,000/-	23.12.2006	41,05,759/-
2.	10,00,000/-	02.01.2008	19,41,407/-
3.	7,00,000/-	05.02.2008	13,51,910/-
Total	37,00,000/-		73,99,076/-
Total amount to be refunded by respondent to complainant=₹1,10,99,076/-			

H. DIRECTIONS OF THE AUTHORITY

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

(i) Respondent is directed to refund the entire amount deposited by the complainant along with interest of @10.85% to the complainant as specified in the table provided above in para no 36 of this order from the dates when amounts were paid till the actual realization of the

amount. It is further clarified that interest shall be paid uptill the time as provided under section 2(za) of RERA Act, 2016.

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow against the respondent.

38. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

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DR. GEETA RATHEE SINGH
[MEMBER]