

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

Complaint no. : 6482 of 2022
Date of filing: 06.10.2022
Date of decision : 05.08.2025

Amit Kumar Jha & Anita Singh

Regd. Address: H.No. 135/15, Sector-15,
Sonipat, Haryana-131001

Complainants

Versus

1. M/s Supertech Limited

Regd. office: 1114, 11th floor Hemkunt
Chambers, 89, Nehru Place new Delhi -110019

Respondent no.1

2. M/s SARV Realtors Pvt. Ltd.

Regd. office: 1114, 11th floor, Hemkunt
Chambers, 89, Nehru Place, New Delhi-110019

Respondent no.2

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairperson
Member**

APPEARANCE:

Sh. Garvit Gupta (Advocate)
Sh. Bhrigu Dhami (Advocate)
Sh. Dhruv Dargon

**Complainant
Respondent no. 1
Respondent no. 2**

ORDER

1. The present 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

provisions of the Act or the Rules and regulations made there under 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of the project	Supertech Hues, Sector-68, Gurugram-122101
2.	Project area	55.5294 acres
3.	Nature of project	Group Housing Colony
4.	RERA registered/not registered	Registered vide registration no. 182 of 2017 dated 04.09.2017
	Validity Status	31.12.2021
5.	DTPC License no.	106 & 107 of 2013 dated 26.10.2013
	Validity status	25.12.2017
	Name of licensee	Sarv Realtors Pvt. Ltd & Ors.
6.	Unit no.	0902 (page 23 of complaint)
7.	Unit tentatively measuring	1180 sq. ft. super area
8.	Date of Booking	05.08.2014
9.	Date of buyer developer agreement	01.11.2014 (page 21 of complaint)
10.	Possession clause as per buyer developer agreement	The possession of the bare shell allotted unit shall be given to the buyer(s) by the developer in 48 months i.e., by Aug 2018. However, this period can be extended for a further grace period of 6 months
11.	Due date of possession	August 2018 + 6 months = February 2019
12.	Basic sale consideration	Rs.78,67,710/- (page 24 of complaint)
13.	Total amount paid by the complainant	Rs. 23,98,955/-
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

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

- a. That the complainants received a marketing call from the office of respondent in the month of July, 2014 for booking in residential project of the respondent, 'Supertech Hues' situated at Sector 68, Gurugram. The complainants had also been attracted towards the aforesaid project on account of publicity given by the respondent through various means like publishing various brochures, posters, advertisements etc. The complainants visited the sales gallery and consulted with the marketing staff of the respondent. The marketing staff of the respondent showed a very rosy picture of the project and made several representations with respect to the innumerable world class facilities to be provided by the respondent in their project. The marketing staff of the respondent also assured timely delivery of the unit.
- b. That the complainants, induced by the assurances and representations made by the respondent, decided to book a residential unit in the project of the respondent. The complainants signed several blank printed papers including the application form at the instance of the respondent who obtained the same on the ground that the same were required for completing the booking formalities. The complainants were not given chance to read or understand the said documents and they signed and completed the formalities as desired by the respondent and made the booking on 05.08.2014.
- c. That on the basis of the application, the respondent allotted a unit bearing no. 0902 in block/tower 76 Canvas for total sale consideration of Rs. 78,67,710/- having super area of 1180 sq. ft. in its project. The total sale consideration of the allotted unit is inclusive of the PLC

amount, EDC/IDC charges and the car parking charges. Copies of the buyer developer agreement were sent to the complainants which was a wholly one-sided document containing totally unilateral, arbitrary, one sided and legally untenable terms favoring the respondent and was totally against the interest of the purchaser, including the complainants.

- d. That while in the case of the complainants making the delay in the payment of instalments, the respondent company is shown to be entitled to charge interest @ 2% per month to be compounded quarterly, the complainants are shown to be only entitled to a meagre amount of Rs. 5/- per sq.ft per month of the super area of the apartment for the first year of delay in offering the possession of the apartment beyond the period stated by the respondent and further an additional amount of Rs. 2.50/- for additional year of delay.
- e. That the above stated provisions of the buyer developer agreement besides other similar one sided provisions are on the face of it highly illegal, absurd, unilateral, arbitrary, unconscionable and not valid . The compensation to be offered to the complainants, in case of default on the part of the respondent, has deliberately been formulated to the detriment of the complainants and the same is illegal and unsustainable. The legislature has promulgated the Act, 2016 to balance the bargaining power of the allottees who have been disadvantaged by the abuse of the dominant position of the developers. The agreement in the present case contains several clauses which are unacceptable without proper amendment as per the terms of the Rules, 2017.
- f. That the complainants made vocal their objections to the arbitrary and unilateral clauses of the buyer developer agreement to the respondent. The complainants repeatedly requested the respondent for execution of

- a buyer developer agreement with balanced terms. However, during such discussions, the respondent summarily rejected the bonafide request of the complainants and stated that the agreement terms are non-negotiable and will remain as they are. The respondent/ promoter refused to amend or change any term of the pre-printed apartment buyer agreement and further threatened the complainants to forfeit the previous amounts paid by them if further payments are not made. Since the complainants had already parted with a considerable amount, they were left with no other option but to accept the lopsided and one-sided terms of the apartment buyer's agreement. The complainants were made to sign the dotted line by adopting such tactics by the respondent.
- g. That the complainants have made the payment of Rs. 23,98,955/- out of the total sale consideration amount strictly as per the terms of the allotment and the payment plan.
 - h. That despite having made the buyer developer agreement dated 01.11.2014 containing terms very much favorable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent/promoter has even failed to perform the most fundamental obligation of the agreement which was to handover the possession of the flat within the promised time frame, which in the present case has been delayed for an extremely long period of time. The failure of the respondent and the fraud played by it is writ large. As per clause 27, the possession of the unit was to be handed over by the respondent within a period of 48 months + 6 months grace period.
 - i. That the complainants kept on requesting the respondent to update them about the status of the construction of the project and the time

period within which it will offer the possession of the allotted unit to them. However, the respondent failed to give any satisfactory response or provide any definite timeline to handover the possession of the unit to the complainants. Rather, the respondent miserably failed to issue any payment demand for the period of six years from the date of issuance of last payment demand for the simple reason that the respondent has not completed the construction within the agreed time frame. It is pertinent to mention herein that the payment demand raised 'within 60 days of booking' was issued by the respondent to the complainants on 03.11.2014 and the same was paid by the complainants within the time period. The next payment demands at the stage of 'on completion of superstructure' and 'offer of possession' were to be issued by the respondent strictly as per the mutually agreed payment plan and terms of the allotment. However, the respondent in complete failure on its part has not even completed the construction of the superstructure as otherwise the payment demand for the same would have been raised by the respondent to the complainants. Even after the expiry of the due date of possession, none of the other instalment demands, except mentioned above has been raised by the respondent which shows the inordinate delay in developing the project well beyond what was promised and assured to the complainants.

- j. That apart from handing over the bare shell unit, the respondent was to also provide internal services within the complex which include laying of roads, water lines, sewer lines, electric lines amongst other things and the same has been acknowledged by the respondent vide clause 24 of the buyer developer agreement.

- k. That the respondent has committed various acts of omission and commission by making incorrect and false statements in the advertisements issued by it at the time of booking. The respondent has miserably failed to even complete the construction of the tower in which the unit allotted to the complainants is located. There is an inordinate delay of 37 months calculated upto March, 2022 and till date the possession of the allotted unit has not been offered by the respondent to the complainants. The dwelling units in the project are languishing at the stage of skeletal structures and the non-completion of the project is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by the respondent/promoter.
- l. That the complainants visited the project site in July, 2017 and were shocked to see that the pace of construction of the tower in which the unit allotted to the complainants is extremely slow and in fact no construction activity is currently going on. When the complainants brought this to the notice of the respondent, it was assured to the complainants that the project will be completed on time and the possession would be handed over to the complainants as per the terms of the allotment. However, the actual ground reality at the construction site was way different than what the respondent had claimed to the complainants regarding the completion of the project. This fact was again reiterated by the complainants to the respondent vide their email dated 03.10.2017 and the complainants requested the respondent to refund back their hard earned money which the respondent is enjoying and on other hand the complainants after having paid the substantial amount towards the unit are still empty handed. It is, thus clear that the

respondent/promoter has been acting not only in contrary to the terms of the allotment which were drafted by the respondent itself but also on account of its own acts and has reduced the complainants at its mercy wherein and the complainant's questions have been left un-answered and the respondent/promoter is continuing with its illegal acts acting strictly in violation of the provisions of the RERA Act, 2016.

- m. That even as per the terms of the buyer development agreement, the complainants are entitled to full refund of the amount paid to them on account of default on the part of the respondent.
- n. That the respondent has been brushing aside all the requisite norms and stipulations and has accumulated huge amount of hard-earned money of various buyers in the project including the complainants and are unconcerned about the delivery of the possession as per the terms of the apartment buyer's agreement. The respondent has deliberately, mischievously and with malafide motives cheated the complainants. The high headedness of the respondent is an illustration of how the respondent conducts its business which is only to maximize the profits with no concerns towards the buyers.
- o. That the complainants have been duped of with their hard earned money paid to the respondent regarding the apartment in question. The complainants requested the respondent several times vide legal notice dated 07.11.2017 and emails dated 24.09.2018 and 06.11.2018 to refund the money of the complainants along with the interest @ 12% but the respondent has been dilly-dallying the matter. The complainants had vide the said emails had also sought an alternative option from the respondent to offer another unit in an already constructed group complex of the respondent. However, all requests of the complainants

have gone unheard. The complainants have been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.

- p. That the complainants are aggrieved as the very purpose of making the booking has been defeated. The complainants have paid the amount to the respondent partly out of their hard earned income and partly from the private loans obtained by them at high rate of interest. The complainants have been constrained to pay EMI's towards the same. Due to the faults of the respondent, the complainants have been deprived of roof over their head for so long and have suffered very badly.
- q. That the respondent in utter disregard of its responsibilities has left the complainants in the lurch and the complainants have been forced to chase the respondent for seeking possession of the allotted unit along with compensation and damages. Thus, the complainants have no other option but to seek justice from the Authority.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s).
 - a. Direct the respondent to refund the entire amount paid by the complainant to the respondent.
- 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.
- 6. The complainant has filed an application for impleadment of M/s Sarv Realtors Pvt. Ltd. and the same was allowed by the Authority on 07.04.2025.
- 7. That present complaint was filed on 06.10.2022 and registered as complaint no. 6482-2022. As per the registry, the complainant sent a copy of the complaint along with annexures via speed post as well as email. The

tracking report for the same was submitted by the complainant along with the complaint. On 07.04.2024, the respondent no.2 was directed to file a reply within the stipulated time period. After the application for impleadment was allowed, respondent no. 2, i.e., SARV Realtors Pvt. Ltd., was also directed to file a reply within the stipulated time. However, the reply was still not filed by the respondent no.1 & respondent no.2. Despite specific directions, the respondents failed to file a written reply and did not comply with the order of the Authority. This indicates that the respondents are intentionally delaying the proceedings of the Authority by failing to file a written reply. Therefore, the defence of the respondents were struck off for non-filing of the reply, and the matter is being decided based on the facts and documents submitted with the complaint, which remain undisputed.

8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the Authority

9. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

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

Section 11

.....
(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

12. 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 objections raised by the respondents during hearing.

F.I Objection regarding CIRP against respondent no. 1 and consequent moratorium against proceedings against respondent no.1.

13. Respondent no.1 during the course of hearing has submitted that in the matter as vide order dated 25.03.2022 passed by the Hon'ble NCLT, New Delhi Bench in case titled as **Union Bank of India Versus M/s Supertech Limited**, the Hon'ble NCLT has initiated CIRP respondent no.1 and impose moratorium under section 14 of the IBC, 2016. The Authority observes that the project of respondent no. 2 is no longer the assets of respondent no. 1 and admittedly, respondent no.2 has taken over all assets and liabilities of

the project in question in compliance of the direction passed by this Authority vide detailed order dated 29.11.2019 in Suo-Moto complaint. **HARERA/GGM/ 5802/2019**. Respondent no.2 has stated that the MDA was cancelled by consent of respondent no.2 and respondent no.1 vide cancellation agreement dated 03.10.2019. Thereon, respondent no.2 i.e., Sarv Realtors Pvt. Ltd. admittedly took responsibility to develop the project and started marketing and allotting new units under its name. In view of the above, respondent no.2 remains squarely responsible for the performance of the obligations of promoter in the present matter. So far as the issue of moratorium is concerned, the projects Hues & Azalia stand excluded from the CIRP in terms of affidavit dated 19.04.2024 filed by SH. Hitesh Goel, IRP for M/s Supertech Limited. However, it has been clarified that the corporate debtor i.e., respondent no.1 remains under moratorium. Therefore, even though the Authority had held in the Suo-Moto proceedings dated 29.11.2019 that respondent no. 1 & 2 were jointly and severally liable for the project, no orders can be passed against respondent no.1 in the matter at this stage.

G. Findings on the relief sought by the complainants.

G.I. The respondent is directed to refund the entire amount paid by the complainant to the respondent.

14. That the complainants booked a unit bearing no. 0902, in the project of the respondent namely, "Hues" admeasuring super area of 600 sq.ft. for an agreed sale consideration of Rs. 78,67,710/- against which complainants have paid an amount of Rs. 23,98,955/- and the respondent has failed to handover the physical possession till date. That the complainants intend to withdraw from the project and is seeking return of the amount paid by her in respect of subject unit along with interest. Sec. 18(1) of the Act is reproduced below for ready reference:

"Section 18: - Return of amount and compensation

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

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

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

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

(Emphasis supplied)

15. As per clause 1 of the buyer's developer agreement talks about the possession of the unit to the complainants, the relevant portion is reproduce as under:

"POSSESSION OF UNIT: -

The Possession of the allotted unit shall be given to the Allottee/ s by the company by DEC 2021. However, this period can be extended for a further grace period of 6 months. The possession clause is subject to the timely payment of all instalments and other dues by the allottee and the allottee/ s agrees to strictly abide by the same in this regard.
[Emphasis Supplied]

16. **Due date of handing over of possession and admissibility of grace period:** As per clause 1 of the buyer developer agreement, the possession of the allotted unit was supposed to be offered by the Aug 2018 with a grace period of 6(six) months. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the possession clause accordingly, the grace period of 6 months is allowed to

the promoter being unqualified. Therefore, the due date of possession comes out to be Feb 2019.

17. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate of interest. Proviso to section 18 provides that where an allottee does not intends to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed 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]

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.

18. 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.
19. 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., 05.08.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
20. 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:

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

Explanation. —For the purpose of this clause—

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

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

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **11.10%** by the respondent/ promoter which is the same as is being granted to them in case of delayed possession charges.
22. 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 1 of the agreement executed between the parties on 01.11.2024, the due date of possession is August 2018. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is Feb 2019.
23. It is pertinent to mention over here that even after a passage of more than 6 years neither the construction 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. It is also to mention that complainant has paid more than the total consideration. Further, the Authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. 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.

24. Further, the Occupation Certificate/Completion Certificate of the project where the unit is situated has still not been obtained by the respondent/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....."

25. Moreover, 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.

26. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the 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.
27. 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*.

28. However, while paying sale consideration against the allotted units, some of the allottee(s) raised loans from the financial institution/bank under the subvention facilities. While refunding the amount deposited by the allottee(s) who has raised loans against the allotted units, the promoter shall clear such of the loan amounts up-to date with that financial institution and the balance amount shall be paid to the allottee within a period of 90 days from the date of order.

G. Directions of the Authority

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

- i. The respondent no. 2 i.e., SARV Realtors Pvt. Ltd. is directed to refund the amount received by it from each of the complainant(s) along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
- iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of the 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/complainant.

iv. No directions are being passed in the matter qua respondent nos. 1 in view of the moratorium imposed under section 14 of the IBC in NCLT case IB-204/ND/2021 titled Union Bank of India versus M/s Supertech Limited.

30. Complaint stands disposed of as well as applications, if any, stands disposed of accordingly.

31. File be consigned to registry.


(Ashok Sangwan)
Member


(Arun Kumar)
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 05.08.2025

HARERA
GURUGRAM