

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

 Order pronounced on: **11.11.2025**

<b>NAME OF THE BUILDER</b>		<b>M/s NBCC Limited</b>
<b>S. No.</b>	<b>Case No.</b>	<b>Case title</b>
1.	1436-2025	Rakhee Raghava Vs NBCC Limited
2.	1438-2025	Rakhee Raghava Vs NBCC Limited

<b>CORAM:</b>	
Shri Ashok Sangwan	<b>Member</b>
Shri Phool Singh Saini	<b>Member</b>
<b>APPEARANCE:</b>	
Sh. Gaurav Rawat	Advocate for the complainants
Sh. PK Sachdeva	Advocate for the respondent

**ORDER**

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

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, *namely*, "NBCC Green View" situated at Sector-37D, Gurugram being developed by the respondent/promoter i.e., NBCC Limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver inhabitable possession of the units in question and the complainants are seeking refund of the entire amount paid alongwith prescribed rate of interest.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below.:

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Reply status	Unit No.	Date of execution of agreement for sale/ Allotment	Due date of possession, offer of possession	Total Consideration / Total Amount paid by the complainants (In Rs.)	Relief Sought
1.	CR/1436/ 2025 Case titled as Rakhee Raghava VS NBCC Limited  D.O.F: 18.03.2025	Reply received on  23.07. 2025	Kiosk no.11 (Page 24 of the Complaint)  Area: 166 sq. ft	Allotment : 31.03.2018  BBA: Not on record	NA  <b>Offer of possession:</b> 11.10.2018	TSC: - Rs.19,96,701/-  [page no. 24 of complaint]  AP: - Rs.19,96,701/-	1. Refund. 2. Not to create third party rights.
2.	CR/1438/ 2025 Case titled as Rakhee Raghava VS NBCC Limited	Reply received on  23.07. 2025	Kiosk no.10 (Page 24 of the Complaint)	Allotment : 31.03.2018	NA  <b>Offer of possession:</b> AP: -	TSC: - Rs.19,24,531/-  [page no. 24 of complaint]  AP: -	1. Refund. 2. Not to create third party rights.

	D.O.F: 18.03.2025		Area: 160 sq. ft	BBA: Not on record	11.10.20 18	Rs.19,24,531/-	
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**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the inhabitable possession by the due date, seeking award of refund alongwith prescribed rate of interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. Out of the above-mentioned cases, the particulars of case **CR/1436/2025** titled **as Rakhee Raghava V/S NBCC Limited.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua refund.

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

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

*CR/1436/2025 titled as Rakhee Raghava V/S NBCC Limited*

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the project	"NBCC Green View", Sector 37D, Gurugram, Haryana
2.	Project area	18.031 acres
3.	Nature of the project	Residential Group Housing
4.	DTCP license no. and validity status	11 of 2009 dated 20.05.2019
	Name of licensee	AS Realtech Pvt. Ltd. & 3 Ors.
	Name of Developer	National Building Construction Corporation Limited
5.	RERA Registered/ not registered	Not registered
6.	Allotment Letter	31.03.2018 (Page 24 of complaint)
7.	Commercial unit no.	Kiosk no.11 (Page 24 of the Complaint)
8.	Unit area admeasuring	166 sq. ft. (super area) (Page 24 of the Complaint)
9.	Date of execution of buyer's agreement	Not on record
10.	Possession clause	Not on record
11.	Due date of possession	Cannot be ascertained
12.	Total sale consideration	Rs.19,96,701/- (As per page 24 of complaint)
13.	Amount paid by the complainants	Rs.19,96,701/- (As per CRA at page 20 of complaint)
14.	Occupation certificate /Completion certificate	Not on record
15.	Offer of possession	11.10.2018 (page 27 of complaint)
15.	Possession Letter	29.03.2019 (Page 30 of complaint)
16.	Conveyance Deed	Not executed

**B. Facts of the complaint:**

8. The complainants have made the following submissions: -
  - I. That the respondent, advertised about its project namely 'GREEN VIEW'. The respondent painted a rosy picture of the project in its advertisements making tall claims.
  - II. In 2018, the respondent issued an advertisement announcing a sale of shops at "NBCC Green View" Sector-37D, was launched by respondent, and thereby invited applications from prospective buyers for the purchase of shops/unit in the said project. Respondent confirmed that the projects had got Building Plan Approval from the authority. Furthermore, providing other details for the application.
  - III. The complainant while searching for a shop was lured by such advertisements and calls from the brokers of the respondent for buying a unit in their project. The respondent told the complainant about the moonshine reputation of the company and the representative of the respondent made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the National Capital Region and in every possible way tried to hold the complainant and incited the complainant for payments.
  - IV. That relying on various representations and assurances given by the respondent company and on belief of such assurances, complainant following the guidelines and in time bound manner applied/booked a shop/unit in the project by paying an amount of Rs.1,00,000/- towards the booking of the said shop/unit bearing no. Kiosk-11, having super area measuring 166 sq. ft. to the respondent dated 12.02.2018 and the same was acknowledged by the respondent.
  - V. That the respondent sent allotment letter dated 31.03.2018 to the complainant providing the details of the project, confirming that the

complainant has made the highest bid vide e-auction held on 13.03.2018, the booking of the unit dated 13.02.2018, allotting a shop/unit no. Kiosk-11, having super area measuring 166 sq. ft. (hereinafter referred to as 'unit') in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.19,96,701/- other specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.

VI. That after many follow ups and repeated reminders respondent finally sent offer of possession letter dated 11.10.2018 to the complainant. Further, raising demand of Rs.1,04,301/- and the same was paid by the complainant in time bound manner and the possession was taken by the complainant after completing all the one-sided formalities as demanded by the respondent. Since, after handing over of the possession complainant was using the said shop for his own purpose and running business.

VII. That on 03.10.2021, respondent arbitrarily without providing any kind of reasonable justification and time to the complainant sent notice to vacate and again on dated 13.10.2021, thereby stating to vacate the said shop on or before 10.11.2021. That respondent in the above said notice failed to mention the rate of compensation and other things payable to the complainant as the complainant are the one who has invested his life time earnings in the said project. That complainant raised objection to the aforesaid act of the respondent and wrote several emails but till date respondent failed to provide satisfactory response to the same and respondent in order to achieve its mala-fide objectives forcefully got the complainant evicted from the premises against their will and without provide any alternative remedy, shop or refund of the amount paid by the complainant. That possession was denied by the builder in the name of health and safety and evicted forcefully through DDMA Act. No relief was

provided to the shop owner even after paying in full all the amounts to builder. The builder had handed over possession of the units on 29.03.2019 after several requests by the allottee, and even after multiple reminders no conveyance deed was ever executed. The respondent builder failed to respond to the emails and letters of the complainant allottee and left with no other choice the allottee has approached the Authority with a request for refund of money paid to NBCC along with interest from each date of payment and to compensate the complainant allottee for damages and mental agony. That due to the builder respondent, the complainant has suffered irreparable health issues leading to kidney transplant in January 2024. That this fraudulent act of the builder has resulted in financial loss to the buyers and made their life miserable.

VIII. As per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit timely paid a total sum of Rs.19,96,701/- towards the said unit against total sale consideration of Rs.19,96,701/-.

IX. That respondent on 07.09.2022, after delay of almost 10 month sent offer letter for refund of money paid to the respondent in lieu of the cancellation of allotment of shop. In the above-mentioned letter respondent categorically mentioned that they have decided to refund only the amount paid without any interest or compensation to the complainant to which complainant raised objection to the aforesaid act of the respondent and wrote several emails but till date respondent failed to provide satisfactory response to the same. Thereafter, offer for buy back and cancellation of allotment dated 30.11.2023 was sent by the respondent mentioning: - In lieu of cancellation of allotment, NBCC has decided to pay the following: a. Total Payment for your Unit at along with interest @6% P.A. on the total

receipts shall be refunded. The same shall be reckoned from the date of receipt of each payment made until 18-08-2023. b. As per the above a total refund amount of Rs.27,04,325/- The Refund amount shall constitute a "One-Time Full and Final settlement" between you and NBCC. By agreeing to the terms hereof, you agree to execute the cancellation letter and provide NBCC with all further documentary assistance required in order to give effect to the proposal above and also agree to withdraw all legal proceedings/ claims/complaints etc., against NBCC with regard to the Unit allotted to you.

- X. That the complainant requested for the withdrawal of the same. That thereafter complainant sent several reminders to the respondent's company but they were never able to give any satisfactory response regarding the aforesaid issues raised by the complainant.
- XI. During that period the complainant went to the office of respondent several times and requested them to allow him to visit the shop but it was never allowed saying that they do not permit any buyer to visit the site, once complainant visited the site but was not allowed to enter the site. The complainant even after paying amounts still received nothing in return but only loss of the time and money invested by him.
- XII. That the complainant contacted the respondents on several occasions and was regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the Complainant regarding the status of the above mentioned raised query and was never definite about the refund of the amount along with interest and compensation.
- XIII. That the complainant continuously asking the respondent company about the status of the refund, time by which the refund along with interest and compensation is expected to be refunded and the penalty amount that

respondent is liable to pay till the date of realization but respondent was never able to give any satisfactory response to the complainant.

XIV. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

XV. That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, agreement and the different advertisements released from time to time. Further, such acts of the respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

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

9. The complainants have sought following relief(s):

- I. Direct the respondent to refund the amount of Rs. 19,96,701/- along with interest.
- II. Direct the respondent not to create third party rights in the said unit final realization of the total amount paid alongwith interest.

**D. Reply by the respondent/builder.**

10. The respondent has contested the complaint by filing reply on the following grounds: -

- i. That the respondent is public sector undertaking and inter-alia engaged in the business of construction of residential/commercial projects. The respondent has been categorized as NAVRATNA Company.
- ii. That NBCC (India) Limited/respondent, developed a residential complex named "NBCC Green View Apartments" at Sector 37-D, Gurugram and sold the apartments to the members of the public including the complainant. Further the letter for offer of possession was issued on 11.10.2018. Subsequently final handing over of possession was given on 29.03.2019.
- iii. That the respondent had appointed IIT Delhi as a consultant in December 2020 for the structural condition assessment of the project due to complaints being received about the structural defects in the constructions. IITD vide a report dated 02.02.2021 suggested that certain repairs were required to be made in the towers of the project. These repairs were accordingly undertaken by the contractor engaged in the project namely M/s Rama Civil India Construction Pvt. Ltd.
- iv. That vide its follow-up report dated 06.10.2021, IITD advised vacating the flats within a period of two months in the interest of the resident's safety. IITD also advised the respondents to carry out a detailed analysis of the feasibility of the repair of the structure.
- v. That in view of the same, Opposite Party being a responsible Central Public Sector Enterprise ("CPSE"), desirous of having the said complex vacated in order to prevent any risk to occupants, put up notices at conspicuous places in and around the project site on 13.10.2021 requesting occupants to vacate the complex by 10.11.2021 and to contact NBCC helpdesk at the site for further information.
- vi. That in view of the same, respondent put up another notice dated 18.11.2021 at the site requesting occupants to vacate the complex by

23.11.2021 and to contact opposite party no.1 help desk at the site for further information.

- vii. That further the District Magistrate cum Chairperson of District Disaster Management Authority, Gurugram vide order dated 17.02.2022 also directed the residents to evacuate the premises for safety considerations amongst others. As on date, the respondent has complied with the aforesaid directions of DDMA, and all residents have vacated their dwelling units.
- viii. That the NBCC vide offer letter dated 08.09.2022 had made the first offer to the complainant amongst others to re-purchase the property in question and also agreed to refund the cost of the shop along with other incidental expenses subject to terms and conditions contained therein.
- ix. That the complainant is fully aware of the fact that the respondent has been taking reasonable steps to resolve the grievances of all the allottees of NBCC Green View Apartment, Sector 37 D, Gurugram.
- x. That it is unfortunate that the project has become uninhabitable, although, it is pointed out that the project building still stands tall, albeit with structural cracks. Therefore, it has rendered the performance of the respondent's promises to its allottees impossible. While the respondent is undertaking all legal actions against the contractors who were involved in the faulty construction of the project.
- xi. That subsequently the respondent made a new Offer dated 30.11.2023 (hereinafter referred to as "2nd Offer") to refund the total payment with simple interest @ 6% p.a. on the total receipts (excluding stamp duty and registration charges). Further, the same was to be reckoned from the date of receipt of each payment made until 18.08.2023. This offer was also not accepted by the complainant.

xii. That the respondent had also sent a proposal dated 05.07.2024 for reconstruction (hereinafter referred to as "3rd Offer") of the project to all allottees. As per Clause 7.3 of the said proposal, the respondent shall endeavour to complete reconstruction with 3 years from the date of receipt of the approval to construct from the relevant authority. Furthermore, as per Clause 7.5 of the said proposal, the respondent also undertook to pay to the accepting allottees an amount of Rs.15/- per square feet per month as rent for an alternate accommodation by 10<sup>th</sup> of every month and in case of delay in completing the proposed reconstruction, respondent would also extend the payment of the rental amount.

xiii. That as per clause no.6 read with clause no.7.10 of the offer for reconstruction, respondent upon the completion of the proposed reconstruction shall deliver & handover the possession of reconstructed unit and respondent shall undertake the proposed reconstruction at its own expenses and shall not take any consideration for the reconstruction of the flats. That reconstruction offer was also not accepted by the complainant.

xiv. That the respondent sent the offers to all shop's owners including the complainant from time to time offering either return of money or reconstruction of shop. Several shop owners as well as other allottees has accepted the opposite party's offer for reconstruction. The opposite party is under process of the demolition of building. That if complainant is not willing to accept the NBCC offer in such case interest of other allottees are also being hampered. However, the complainant has not accepted NBCC offer and chosen to file the present complaint. As such the present complaint deserves to be dismissed in view of the above submissions.

- xv. That it is in public domain that the respondent has delivered several projects in New Delhi NCR and in some cases worked under the supervision of the Apex Court. The respondent has not made any tall claims in the advertisement or any other related material.
- xvi. That the respondent never tried to influence the decision of the complainant and he himself decided to buy the shop after satisfying himself about the project and its quality. The payment by the complainant and its acknowledgment is matter of record. The allotment was made on the basis of the bid by the complainant.
- xvii. That the any of the formalities was one sided. All the formalities were in accordance with the provisions of the law of land in this regard. The complainant was evicted from the shop without providing any justification for the same. Further the District Magistrate cum Chairperson of District Disaster Management Authority, Gurugram ("DDMA") vide order dated 17.02.2022 also directed the residents to evacuate the premises for safety considerations and directed to provide alternative/suitable premises for accommodation to the willing residents within 48 hours of the passing of the said order or to provide rent for similar accommodation along with shifting charges of the entire households of the residents. As on date, the respondent has complied with the aforesaid directions of DDMA, and all residents have vacated their dwelling units. Respondent as well as the district administration were keen to prevent the loss of human life. Kidney transplant by the complainant cannot be attributed to eviction in any way.
- xviii. That the delay was there in making offers. However, the delay was due to the reasons beyond the control of the respondent and project being a large one. The offers were revised later. Even today the respondent is ready to

refund the amount with interest @6% p.a. till the date 18.08.23, when the interest was frozen, as the offer for buyback was made on 30.11.2023.

xix. That the offer for reconstruction of the project after getting necessary approval by the Respondent was given on 05.07.2024. The offer for construction was made to the complainant. However, the same was never accepted by the complainant, and no consent was received from the complainant.

xx. That the provisions of Sec. 18 of RERA Act do not apply to the present case as even as per the own submissions of the Complainant the possession of the shop had already been given to him. It is only after the possession of the shop that the structural defects appeared in the buildings and upon the advice of the experts' institutions the complainant was asked to vacate the premises for the safety of the human life. After the vacation respondent has given to the complainant many offers, however, he has not given his consent to any of the offers till date, whereas many of the allottees have given the consent and taken the benefit.

11. All other averments made in the complaint were denied in toto.

12. 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 those undisputed documents and oral as well as written submissions made by the parties.

#### **E. Jurisdiction of the authority**

13. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **E.I Territorial jurisdiction**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory

Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

#### **E.II     Subject matter jurisdiction**

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

16. 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.

17. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** 2021-2022(1)RCR(C), 357 and followed 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** wherein it has been laid down as under:

*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

18. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount

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

**F.I Direct the respondent to refund the entire amount paid by the complainants alongwith prescribed rate of interest.**

**F.II Direct the respondent not to create third party rights in the said unit final realization of the total amount paid alongwith interest.**

19. The complainants were allotted a commercial shop bearing number Kiosk no.11 in the project "N.B.C.C. green view" having super area of 166 sq.ft. for a consideration of Rs. 19,96,701/- . The respondent builder offered possession of the subject unit on 11.10.2018 after obtaining occupation certificate on 02.08.2017.

20. The respondent had appointed IIT Delhi as a consultant in December 2020 for the structural condition assessment of the project. IIT Delhi vide report dated 02.02.2021 suggested that certain repairs were required to be made

in the towers of the project. In lieu of the report, the respondent requested the occupants of the premises to vacate the complex in order to prevent any mis happenings. The respondent stated that it offered the allottees to provide interim rentals @Rs. 12.50 per sq. ft which was also availed by various allottees. Thereafter, the District Magistrate, Gurugram vide order dated 17.02.2022 directed respondents to evacuate the building and also directed the respondent to provide alternative/ suitable premises for accommodation along with shifting charges. The respondent thereafter offered the complainants to re-purchase the property vide letter dated 29.07.2022.

21. It is pertinent to mention here that respondent on 07.09.2022, after delay of almost 10 months sent offer letter for refund of money paid to the respondent in lieu of the cancellation of allotment of shop. In the above-mentioned letter respondent categorically mentioned that they have decided to refund only the amount paid without any interest or compensation to the complainant to which complainant raised objection to the aforesaid act of the respondent and wrote several emails but till date respondent failed to provide satisfactory response to the same. Thereafter, offer for buy back and cancellation of allotment dated 30.11.2023 was sent by the respondent mentioning: - In lieu of cancellation of allotment, NBCC has decided to pay the following: a. Total Payment for your Unit at along with interest @6% P.A. on the total receipts shall be refunded. The Refund amount shall constitute a "One-Time Full and Final settlement".

22. After consideration of facts and circumstances, the authority is of view that vide order dated 17.02.2022, the Distict Magistrate, Gurugram directed the respondent to provide alternative/suitable premises for accommodation along with shifting charges but respondent-builder did not comply with the same.

23. It further observed that as allotment letter, in case of payment in delayed, the allottee shall have to pay simple interest on the amount due @15% p.a. while vide offer letter dated 30.11.2023, the respondent agreed to refund to the complainants actual principal amount along with a simple interest of 6% P.a.

24. Since, the respondent has already committed to refund the amount of consideration to the complainants on its accord, the only issue left to be adjudicated by the authority pertains to the interest to be paid on the above amount. The Authority is of view that it would be fair and reasonable that the rate of interest already prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 of the Act shall be paid on the refund amount, which reproduced below as:

***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.*

25. 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.

26. 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., 11.11.2025

is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

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 complainants are entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 10.85% 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 filling of complaint till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

#### **H. Directions of the authority**

28. 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/promoter is directed to refund the entire amount of Rs. 19,96,701/- paid by the complainants along with prescribed rate of interest @ 10.85% (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 its realization.
- II. 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-complainants.

III. 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.

29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order

30. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.

31. File be consigned to registry.



Phool Singh Saini  
Member



Ashok Sangwan  
Member

**Haryana Real Estate Regulatory Authority, Gurugram**  
**Dated: 11.11.2025**