

BEFORE THE HARYANA REAL ESTATE REGULATORY
 AUTHORITY, GURUGRAM

 Date of Order: **11.12.2025**

NAME OF THE BUILDER		MAHIRA BUILDTECH PRIVATE LIMITED	
PROJECT NAME		"MAHIRA HOMES"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1734/2024	Ombir V/S Mahira Buildtech Private Limited	Shri Maheshwar (Advocate for complainant) None for respondent
2.	CR/1736/2024	Om Prakash V/S Mahira Buildtech Private Limited	Shri Maheshwar (Advocate for complainant) None for respondent
3.	CR/1738/2024	Birender Singh V/S Mahira Buildtech Private Limited	Shri Maheshwar (Advocate for complainant) None for respondent
4.	CR/1755/2024	Sarto Devi V/S Mahira Buildtech Private Limited	Shri Maheshwar (Advocate for complainant) None for respondent

CORAM:

Shri Phool Singh Saini

Member
ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority 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 allottee 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, "Mahira Homes" (Affordable Group Housing) being developed by the same respondent/promoter i.e., M/s Mahira Buildtech Private Limited. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking refund of the paid-up amount along with 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:

Project Name and Location	Mahira Buildtech Private Limited at "Mahira Homes" situated in Sector-103, Gurugram.							
Possession Clause:								
4. Possession								
<p><i>A. Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under any part hereof and flat buyer's agreement including but not limited to timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment of the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (herein after referred as the "commencement date"), whichever is later.</i></p>								
Occupation certificate: Not received								
Complaint No. & Case Title	CR/1734/20 24 Ombir V/S Mahira Buildtech	CR/1736/20 24 Om Prakash V/S Mahira Buildtech	CR/1738/20 24 Birender Singh V/S	CR/1755/20 24 Sarto Devi V/S Mahira Buildtech				



	Private Limited	Private Limited	Mahira Buildtech Private Limited	Private Limited
Reply status	Not received	Not received	Not received	Not received
Unit no.	1204, 12 th Floor & Tower-A (As per page no. 21 of the complaint)	1903, 19 th Floor & Tower-A (As per page no. 23 of the complaint)	602, 6 th Floor & Tower-A (As per page no. 21 of the complaint)	601, 6 th Floor & Tower-A (As per page no. 21 of the complaint)
Area admeasuring	645 sq. ft. (Carpet Area) (As per page no. 21 of the complaint)	645 sq. ft. (Carpet Area) (As per page no. 23 of the complaint)	645 sq. ft. (Carpet Area) (As per page no. 21 of the complaint)	645 sq. ft. (Carpet Area) (As per page no. 21 of the complaint)
Date of flat buyer's agreement	06.03.2020 (As per page no. 19 of the complaint)	24.11.2019 (As per page no. 21 of the complaint)	17.03.2020 (As per page no. 20 of the complaint)	17.03.2020 (As per page no. 20 of the complaint)
Due date of handing over of possession	29.07.2024 (Note: Due date to be calculated 4 years from the date of Environment clearance i.e., 29.01.2020 being later plus 6 months on account of Covid-19)	29.07.2024 (Note: Due date to be calculated 4 years from the date of Environment clearance i.e., 29.01.2020 being later plus 6 months on account of Covid-19)	29.07.2024 (Note: Due date to be calculated 4 years from the date of Environment clearance i.e., 29.01.2020 being later plus 6 months on account of Covid-19)	29.07.2024 (Note: Due date to be calculated 4 years from the date of Environment clearance i.e., 29.01.2020 being later plus 6 months on account of Covid-19)
Offer of possession	Not offered	Not offered	Not offered	Not offered
Total Consideration / Total Amount paid by the complainant(s)	TSC: Rs.26,56,300/- (As per payment plan on page no. 46 of the complaint) AP: Rs.26,56,366/- (As per details of payment filed by the	TSC: Rs.26,56,300/- (As per payment plan on page no. 46 of the complaint) AP: Rs.26,56,366/- (As per details of payment filed by the	TSC: Rs.26,56,300/- (As per payment plan on page no. 45 of the complaint) AP: Rs.26,56,366/- (As per details of payment filed by the	TSC: Rs.26,56,300/- (As per payment plan on page no. 45 of the complaint) AP: Rs.26,76,366/- (As per details of payment filed by the



	complainant on 03.09.2025)	complainant on 11.12.2025)	complainant on 03.09.2025)	complainant on 11.12.2025)
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The complainant in the above complaint(s) has sought the following reliefs:

1. Direct the respondent to refund the amount of Rs.26,56,300/- paid by the complainant;
2. Direct the respondent to pay the interest on the aforesaid amount at the rate of 18% per annum to the complainant.
3. Direct the respondent to pay to the complainant the value of appreciation cost in the form of compensation, which complainant was expected, if complainant goes to buy a new property of the same category in the same locality as on today the cost for same size residential property i.e., 645 sq. ft. are almost Rs.10,550/- per sq. ft. Hence the respondent is liable to compensate the complainant appreciation cost which comes out to almost Rs.42,57,500/-.
4. Direct the respondent to pay Rs.1,00,000/- towards litigation cost.

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 and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking refund of the amount paid along with 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. The facts of all the complaints filed by the complainant/allottee are also similar. Out of the above-mentioned case, the particulars of lead case **CR/1734/2024 titled as Ombir V/S Mahira Buildtech Private Limited**



are being taken into consideration for determining the rights of the allottee(s) qua refund of the amount paid.

A. Unit and project related details

7. 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 and location of the project	"Mahira Homes" at sector 103, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5.4037 acres
4.	DTCP license no.	31 of 2019 dated 01.03.2019 valid up to 28.02.2024
5.	RERA Registered/ not registered	Revoked vide order dated 11.03.2024
6.	Unit no.	1204, 12 th floor & Tower-A (As per page no.21 of the complaint)
7.	Unit area admeasuring	645 sq. ft. (Carpet area) (As per page no. 21 of the complaint)
8.	Date of execution of flat buyer's agreement	06.03.2020 (As per page no. 19 of the complaint)
9.	Date of building plan approval	29.03.2019 (taken from another complaint of the same project)
10.	Environmental clearance dated	29.01.2020 (taken from another complaint of the same project)
11.	Possession clause	<p>4. POSSESSION</p> <p><i>A. Subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by</i></p>

		<p><i>developer and not being in default under any part hereof and flat buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred as the "commencement date"), whichever is later.</i></p> <p>(As per page no. 29 of the complaint)</p>
12.	Due date of possession	<p>29.07.2024</p> <p>[Note: Due date of possession to be calculated 4 years from the date of environmental clearance dated 29.01.2020 being later plus grace period of 6 months on account of Covid-19]</p> <p>(Inadvertently mentioned as 29.01.2024 in proceedings of the day dated 11.12.2025)</p>
13.	Total sale consideration	<p>Rs.26,56,300/-</p> <p>(As per payment plan on page no. 46 of the complaint)</p>
14.	Amount paid by the complainant	<p>Rs.26,56,366/-</p> <p>(As per details of payment filed by the complainant on 03.09.2025)</p>
15.	Occupation certificate	N/A
16.	Offer of possession	Not offered

B. Facts of the complaint:

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



- I. That, somewhere in the year 2019, the respondent through its marketing executives had advertisement done through various medium and means approached the complainant with an offer to invest and buy a residential unit in the proposed affordable project of respondent, which respondent was going to launch the project under the name and style of "Mahira Homes-103" at Sector-103, Gurugram. The respondent had represented to the complainant that the respondent is very ethical business house in the field of construction of residential and commercial project and in case, the complainant would buy a unit in the project of the respondent then it would deliver the possession of proposed residential unit on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainant that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainant given by the respondent and assured that the allotment letter and builder buyer's agreement for the said project would be issued to the complainant within one week of booking to be made by the complainant. The complainant while relying on respondent's representations and warranties and believing those to be true had agreed to the proposal of the respondent to book the residential unit in the project of respondent. The representative of the respondent had also shown the brochures to the complainant.
- II. That the respondent arranged the visit of its representatives to the complainant and they also assured the same as assured by respondent to

the complainant, wherein it was categorically assured and promised by respondent that they already have secured all the sanctions and permissions from the concerned Authority for the sale of said project and would allot the residential unit in the name of complainant immediately upon booking. Relying upon those assurances and believing those to be true, the complainant booked a residential unit no. 1204, unit type-C, having carpet area 645 sq. ft., in Tower-A along-with 01 number of two-wheeler parking space in the project.

- III. That the respondent vide allotment letter had allotted the said unit to the complainant against total basic price of Rs.26,30,000/- . While issuing allotment of the said unit, it was assured and represented by the respondent that it had already taken all the required necessary approvals and sanctions from the concerned authorities and departments to develop and complete the proposed project within time as assured by the respondent.
- IV. That, while executing the allotment letter, the respondent assured the complainant that it would execute the apartment buyer's agreement at the earliest and maximum within one week. However, respondent executed the flat buyer's agreement on 06.03.2020, in favour of complainant.
- V. That thereafter, the respondent started raising the demand of money /installments from the complainant as per the agreed timelines and complainant as on today had paid Rs.26,56,300/- which is very much evident from the receipts duly issued by the respondent and no amount against the sale consideration of the unit is left to be paid by the complainant to the respondent.

VI. That, as per the agreement, the respondent was required to handover the possession of the said unit to the complainant within four years from the date of approval of building plans or grant of environment clearance, and Environmental Clearance was obtained by the respondent on 29.01.2020, accordingly, the due date of possession was 29.01.2024. The respondent has failed utterly in delivering the possession of the said unit to the complainant and has therefore, miserably defaulted in fulfilling its commitment as per the terms of the agreement. Recently, the complainant visited the spot, where the proposed project is to be erected by the respondent, and found that there is no sign qua construction of the Tower- A, in which unit of the complainant is situated. However, the respondent has constructed some part of Tower-B, C & D but has not started construction work of Tower-A, meaning to say that the respondent has completely abandoned the Tower-A even the project site. Even after having received the total sale consideration from complainant and other intending buyers.

VII. That the respondent raised various demands for payments from time to time, which were duly paid by the complainant as per the schedule because the complainant has opted for the construction linked payment plan.

VIII. That it is not out of place to mention here that five projects of the respondent was already cancelled by this Authority and publication in this regard has also been published in the daily national newspaper.

IX. That the complainant thereafter had tried his level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the said unit but all in vain. The complainant had also informed the respondent about his financial hardship due to delay in getting

possession of the said unit. The complainant requested the respondent to deliver the said unit citing the extreme financial and mental pressure he was going through, but the respondent never cared to listen to his grievances and left him with the suffering and pain on account of its default and negligence.

- X. That the respondent committed grave deficiency in services by not delivering the possession of the unit, which is still not near completion. On top of that the respondent has charged heavy rate of interest on delayed payment, which is at the rate of 18 percent per annum but miserably failed to perform it part of the agreement. The complainant suffered a huge loss by paying a huge amount and still continues to suffer at the hands of respondent as being deprived of his money for a number of years without being delivered any possession of the said unit or without being paid any interest on the huge amount.
- XI. That there is no possibility that the respondent may complete the construction of the project soon in future, meaning to say that the respondent had no intention to construct the project and even after this fact has been extorting money from the complainant luring him that his dream home will be delivered to them within the timeline as agreed.
- XII. That the agreement drafted by the respondent was totally unfair and unilateral and shows wrong unfair trade practice, which the complainant never expected. It is pertinent to mention here that while executing the agreement, the respondent threatened the complainant to sign the unilateral agreement, otherwise, the amount paid by the complainant be forfeited. The complainant finding no other option had to sign the unilateral agreement.

XIII. That the cause of action accrued in favour of the complainant and against respondent, when the complainant had booked the said unit, it further arose when the respondent failed/neglected to deliver the possession of the dwelling unit. The cause of action further accrued to complainant, when the complainant through various modes requested the respondent to refund the amount, already paid by complainant. The cause of action is continuing and is still subsisting on day-to-day basis.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent to refund the amount of Rs.26,56,300/- paid by the complainant.
 - ii. Direct the respondent to pay the interest on the aforesaid amount at the rate of 18% per annum to the complainant.
 - iii. Direct the respondent to pay to the complainant the value of appreciation cost in the form of compensation, which complainant was expected, if complainant goes to buy a new property of the same category in the same locality as on today the cost for same size residential property i.e., 645 sq. ft. are almost Rs.10,550/- per sq. ft. Hence the respondent is liable to compensate the complainant appreciation cost which comes out to almost Rs.42,57,500/-.
 - iv. Direct the respondent to pay Rs.1,00,000/- towards litigation cost.
10. The authority issued a notice dated 25.04.2024 to the respondent by speed post and also on the given email address at ajaysarout99@gmail.com, info@mahiragroup.com and advmaheshwar92@gmail.com for filing of reply and putting up appearance on the date fixed for hearing. The delivery reports have been placed in the file. Despite given ample opportunities vide hearings dated 19.09.2024, 09.01.2025, 17.04.2025, 24.07.2025,

18.09.2025, 20.11.2025 and 11.12.2025 the counsel for the respondent neither put in appearance nor did not file any reply to the complaint within the stipulated period. Accordingly, the authority is left with no other option but to struck off the defence of the respondent and proceed ex-parte against the respondent and decide the complaint on the basis of documents and pleadings filed by the complainant which are not disputed.

D. Jurisdiction of the authority:

11. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

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

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.

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 complainant at a later stage.
13. 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.**" SCC Online SC 1044 decided on 11.11.2021 and followed in M/s Sana Realtors Private Limited & others V/s 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."

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra)**, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

E. Findings on the relief sought by the complainant:

E.I Direct the respondent to refund the amount of Rs.26,56,300/- paid by the complainant.

E.II Direct the respondent to pay the interest on the aforesaid amount at the rate of 18% per annum to the complainant.

15. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.

16. The complainant booked a unit in the project of respondent "Mahira Homes", in Sector 103, Gurugram in 2019. A flat buyer's agreement was executed between the parties on 06.03.2020 and the complainant started paying the amount due against the sale consideration of Rs.26,56,300/- and paid a total sum of Rs.25,56,366/-.

17. The due date of possession is to be calculated 48 months from the date of environment clearance i.e., 29.01.2020 which comes out to be 29.01.2024 as per the possession clause of another project of affordable group housing.

18. The counsel for the complainant vide proceedings of the day dated 24.07.2025 has brought to the attention of the authority that despite the due date has lapsed, the project is nowhere near completion as the work of the tower in which the unit of the complainant is situated has not yet commenced and requests for allowing full refund of the paid-up amount along with interest. He further mentioned that the registration of the project also stands revoked by the Authority.

19. The project was registered on 01.04.2019 and valid up to 28.02.2023. The authority has gone through the possession clause of the agreement of another project of affordable group housing and observed that the respondent-developer proposes to handover the possession of the booked unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 29.03.2019 and date of environment clearance is 29.01.2020 as per information provided by the planning branch. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 29.01.2024. ***Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit is being booked by the complainant is 29.01.2024 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to **29.07.2024**.

20. It is further observed that the Authority on 27.05.2022 initiated Suo-Motu action against the promoter under Section 35 of the Act, 2016 based upon the site visit report submitted on 18.05.2022 wherein it is clearly stated that the physical progress of the project was approximately 15-20% and progress of construction works did not seem commensurate to the payments withdrawn from the bank accounts. Moreover, on 17.05.2022 the Director Town & Country Planning blacklisted the said developer from

grant of license on account due to various grave violations by the promoter company which was subsequently withdrawn by the department on 21.07.2022 subject to fulfillment of certain conditions. Also, on 19.05.2022 all the accounts were frozen by the Authority due to non-compliance of the provisions of the Act, 2016. On 06.11.2023 the Authority initiated suo-motu revocation proceedings under Section 35 of the Act, 2016. Thereafter, the Authority vide order dated 11.03.2024 revoked the registration certificate of the project under Section 7(1) of the Act, 2016 and accordingly the respondent company shall not be able to sell the unsold inventories in the project and also, the accounts are frozen therefore, this amounts to discontinuation of business of the respondent.

21. The Authority considering the above mentioned facts opines that Section 18 of the Act, 2016 is invoked if the promoter is unable to handover the possession of the unit as per the terms of the agreement **due to discontinuance of his business as developer on account of suspension or revocation of the registration under this Act** or any other reason than the complainant shall be entitled for entire refund of the amount paid to the respondent along with the prescribed rate of interest. The relevant portion is reproduced herein below for the ready reference:

"Section 18: Return of amount & compensation:

(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:....."

22. The Authority is of the view that since vide order dated 11.03.2024 the registration certificate of the project stands revoked under Section 7(1) of the Act, 2016 therefore, the promoter cannot carry out the business in presence of the said circumstances, also due to the promoter's serious violations, there seems no possibility of completing the said project by the due date. Thus, the Authority is of the view that the complainant is entitled to his right under Section 18(1)(b) read with Section 19(4) of the Act of 2016 to claim the refund of amount paid along with interest at prescribed rate from the promoter. Accordingly, the Authority directs the respondent to refund the paid-up amount of Rs.26,56,366/- received by it along with interest at the rate of 10.85% 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 realization of the amount.

E.III Direct the respondent to pay to the complainant the value of appreciation cost in the form of compensation, which complainant was expected, if complainant goes to buy a new property of the same category in the same locality as on today the cost for same size residential property i.e., 645 sq. ft. are almost Rs.10,550/- per sq. ft. Hence the respondent is liable to compensate the complainant appreciation cost which comes out to almost Rs.42,57,500/-.

E.IV Direct the respondent to pay Rs.1,00,000/- towards litigation cost.

23. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.

24. The complainant is seeking relief w.r.t compensation in the aforesaid relief, Hon'ble Supreme Court of India in civil appeal titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. Supra*** held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the

adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

F. Directions of the Authority:

25. 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 is directed to refund the paid-up amount of Rs.26,56,366/- received by it along with interest at the rate of 10.85% 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 realization of the amount.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

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

27. Complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

28. Files be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.12.2025