

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

**Complaint filed on:** **11.04.2025**  
**Order pronounced on:** **11.12.2025**

**Santosh**

**R/o:** E-2, E Block, J.J. Colony, Sector-1, Dwarka,  
South West, Delhi – 110075.

**Complainant**

**Versus**

**M/s Agrante Developers Private Limited**

**Regd. Office:** 522,523,524 DLF Tower- A, Jasola,  
Near Apollo Hospital, New Delhi-110025

**Corporate Office:** Unit no.122, 1<sup>st</sup> Floor,  
Suncity Trade Tower, Sector-21, Gurugram, Haryana

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Shri Akash Gupta (Advocate)

**Complainant**

Shri Sanjiv Kumar Thakur (Advocate)

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/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 allottee as per the agreement for sale executed inter-se them.

**A. Project and unit related details:**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over of the

possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	“Kavyam”, Sector- 108, Gurgaon (Phase-1)
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Licensed area	31.11.2022
4.	DTPC License no.	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	T-A2-504, 5 <sup>th</sup> floor, Tower-A2 [Page 34 of complaint]
6.	Unit area admeasuring	512.50 sq. ft [Page 34 of complaint]
7.	Allotment dated	01.07.2019 [Page 32 of reply]
8.	Agreement to sale	11.10.2019 (Page 29 of complaint)
9.	Possession clause	<p><b>7.1 Schedule for possession of the said Apartment.</b></p> <p><i>The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within four years from the starts of construction, unless there is delay or failure due to Court Order, Government Policy/guidelines, decisions, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion</i></p>

		<p>of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.</p> <p>The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.</p> <p>(Page 42 of complaint)</p>
10.	Possession clause as per Affordable Housing Policy, 2013	<p><b>1 iv)</b></p> <p><i>All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</i></p>
11.	Building plan approved on	<p>06.07.2018</p> <p>[As per project details]</p>
12.	Environment clearance	<p>20.08.2019</p> <p>[Taken from CR/3857/2021 dated 16.05.2024]</p>
13.	Due date of possession	<p>20.08.2023</p> <p>[calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later]</p>

14.	Total sale consideration	Rs. 21,21,000/- (As mentioned at page 27 of complaint)
15.	Amount paid by the complainant	Rs. 15,55,376/- [As per customer ledger dated 29.09.2025 at page 33 of reply]
16.	Pre- cancellation	22.10.2021, 15.02.2022 (Page 25-28 of reply)
17.	Termination letter	04.03.2022 (Page 29-30 of reply)
18.	Publication in newspaper dated	19.04.2022 (Page 21 of reply)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

### B. Facts of the complaint

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

- The complainant, Mr. Santosh are peace loving and law-abiding citizens of India, who nurtured hitherto an un-realized dream of having their own house in upcoming group housing complex with all facilities and standards, situated around serene and peaceful environment. The complainant always lead their life with full of honesty, simplicity and truthfulness and epitomize utmost kindness and humanism.
- The grievance of the Complainant relates to Breach of Contract, False Promises, Gross Unfair Trade Practices and Deficiencies in the Services committed by the Respondents in regard to the apartment no. TA2-504, 5<sup>th</sup> Floor, having carpet area of 512.50 square feet in the project 'Kavyam' situated at Sector – 108, Gurugram, Haryana, bought by the complainant paying their hard-earned money.
- The respondent, Agrante Realty Limited hereinafter referred as (respondent/ developers/ sellers/ builders/ promoters/ company) are companies duly incorporated under the Companies Act, 1956 as



amended up to date and are being sued through their Chairman cum Managing Director. The respondents are carrying out business as builders, promoters and colonizers and are inter alia engaged in development and construction activities.

- d. Respondent, Agrante Realty Limited (as mentioned in the agreement) collectively owns and possesses land admeasuring 5 acres approximately situated at, Sector - 108, Gurugram, Haryana. The Director, Town and Country Planning Haryana, Chandigarh had granted permission vide licence bearing no. 101 of 2017 dated 30-11-2017 to Agrante Realty Limited i.e. one of the group companies of Respondent No.1, for developing a residential group housing project comprising of multi storied residential apartments to be known as 'Kavyam'.
- e. Based on the licence, the respondents collected a huge amount from gullible and naïve buyers including the complainant from 2019 onwards and kept on promising the complainant for the delivery of possession of their apartment on time as per the agreement. The complainant had paid, the payable amounts, as and when demanded by the respondents, a total of Rs.15,55,376/- till March, 2022 for the apartment.
- f. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the respondent. The respondents initially enticed various customers including the complainant to pay their hard-earned money for the purchase of the apartment in the project. Even after paying 85% of the amount, the respondent failed to execute the builder-buyer agreement, despite repeated calls and requests.

- g. On 2022, the construction of towers was still under process and despite of regular phone calls and in-person meetings by my client with the respondent to get the date of possession but the respondent continuously failed to provide the date of possession and always delay delaying the matter.
- h. Moreover, the respondent extends the possession dates beyond what was originally promised at the time of booking the apartment which was shocking for my client and it was clearly showing the negligence on the part of the builder. As per project site conditions, it seems that the project is in question and will take another couple of years for the construction to be completed in all respects, subject to the willingness of respondent to complete the project and which shaken the creditability of my client's trust towards the respondent to complete the project on time.
- i. On 2022, the respondent cancelled of the complainant's flat without providing any formal cancellation letter or written notification to the complainant.
- j. The present complaint has been filed to seek refund of the pending principal amount paid by the complainant along with interest at the prescribed rate in accordance with RERA, 2016 and HRERA, 2017 from the date of payments till the date of actual receipt of refund.

**C. Relief sought by the complainant: -**

- 4. The complainant has sought following relief(s):

- a. Direct the respondent to refund the principal amount paid by the complainant along with interest at the prescribed rate in accordance with RERA, 2016 and HRERA, 2017 from the date of payments till the date of actual receipt of refund.

- b. The respondents to pay legal expenses of Rs.1,00,000/- incurred by the complainant.
- 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 8to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

- 6. The respondent has contested the complaint on the following grounds:
  - i. The complainant herein is Mr. Santosh, who had booked the unit/flat bearing no. TA2-504, having a carpet area of 512.50 square feet and balcony area of 130.30 square feet in the project of the respondent company i.e., M/s AGRANTE REALITY LTD. namely "KAVYAM" which is situated at revenue estate of Village Dharampur, Sector 108, Gurgaon-122001, Haryana. The said unit was booked for a total consideration amount of Rs. 21,21,000/-.
  - ii. The complainant issued a cheque bearing no.000025 dated 22.07.2019 amounting to Rs. 4,24,492/-. On 22.07.2019, the Complainant paid an amount of Rs. 4,24,492/- as booking amount and the respondent issued an acknowledgement receipt for the same.
  - iii. The complainant also did not adhere to the payment schedule, as most of the payment made after the expiry of the due dates resulted in violation of the Affordable Housing Policy in turn affecting the obligation of the respondent. That the respondent sent pre cancellation notice dated 22.10.2021 followed by demand letter dated 11.01.2021 & 10.07.2021 and reminder letter dated 05.08.2021, 06.09.2021 & 20.09.2021 as complainant failed to pay the outstanding amount in timely manner. That after sending the above-mentioned pre cancellation notice dated 22.10.2021 complainant did the part payment

and then stopped again, despite of communication regarding the payment schedule, but complainant gives no heed. The respondent on event of default on complainant's part again sent pre cancellation notice dated 15.02.2022 followed by demand letters dated 10.01.2022 and reminders dated 24.08.2021, 16.09.2021, 26.11.2021 & 27.01.2022 to pay his outstanding amount of Rs. 4,87,567/- but complainant failed to clear the same and hence respondent cancelled his unit through termination notice dated 04.03.2022 and conveyed the same through publication dated 19.04.2022. That the complainant on every occasion failed to pay his instalment on time. That respondent has sent various notices, reminders, demand letters for the outstanding payment but complainant failed to pay the instalment on time.

- iv. After the cancellation of the unit, complainant to secure and hold his booking has paid Rs. 50,000/- on 08.03.2022 and 50,000/- on 22.03.2022 instead of outstanding amount of Rs. 4,87,567/-. It was further informed to the complainant that the amount already paid by the complainant will be refunded after deduction as per Affordable Housing policy but complainant handed back the cheque given to him after deduction.
- v. That it is the duty of the allottees, customers & Buyers to read and understand the terms and conditions & policies prescribed by the government if they are buying any property under the affordable housing policy 2013 and respondent is bound to follow the same and as per the said policy the cancellation and the deduction calculated the respondent at the time of refund is correct and the respondent was ready to pay the same since inception but complainant denied to receive his amount after the deduction as prescribed.

vi. In light of the above-mentioned facts and rules laid down in Affordable Housing Policy 2013, complainant is only liable to get his deposited amount after deduction of 3% of the total cost of flat in addition to Rs. 25,000/- which respondent already ready to pay but complainant is not receiving the same since cancellation & making vague allegations just to save the amount forfeited as per Affordable Housing Policy 2013.

vii. Therefore, it can be seen that complainant is a chronical defaulter, even respondent through its publication dated 19.04.2022 gave 7 days' time to clear the dues but complainant failed to do the same. That respondent cancelled the flat/unit of the complainant as per rule 5 clause (iii) sub-clause (i) of Affordable Housing policy 2013 prescribed by the Town and Country Planning Department, Government of Haryana vide notification no. PF-27/48921 dated 19.08.2013. Thus, the version of the complainant completely falls to the ground and the present complaint is nothing but abuse of process of law.

viii. In view of the foregoing facts and circumstances, it is most respectfully prayed that this Ld. Forum may most graciously be pleased to dismiss the present complaint with costs in favour of the Respondent and passed the order as per Affordable Housing Policy 2013 and amendment thereof.

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

**E. Jurisdiction of the Authority**

8. 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, 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**

- 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.***

- 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.
- 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 (Civil), 357 and 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 and 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."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases 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 complainant.**

**F. I Direct the respondent to refund the pending principal amount paid by the complainant along with interest at the prescribed rate in accordance with RERA, 2016 and HRERA, 2017 from the date of payments till the date of actual receipt of refund.**

14. The complainant was allotted a unit no. TA2-504 in the project "Kavyam Affordable Housing" by the respondent/builder for a total consideration of Rs.21,21,000/- under the Affordable Group Housing Policy 2013. Buyer's agreement has been executed between the parties on 11.10.2019. The possession of the unit was to be offered with 4 years from approval of building plans (06.07.2018) or from the date of environment clearance

(20.08.2019) whichever is later as per possession clause 1(iv) of Affordable Housing Policy. The due date of possession was calculated from date of approval of environment clearance i.e., 20.08.2019, as per policy, of 2013. The complainant had paid a sum of Rs. 15,55,376/- out of the total sale consideration.

15. From the documents placed on record, it is evident that the respondent issued pre-cancellation notices dated 22.10.2021 and 15.02.2022, followed by a termination letter dated 04.03.2022. However, as per the provisions of the Affordable Housing Policy, the respondent was mandatorily required to issue a termination letter only after the expiry of 15 days from the date of publication of a notice in a local newspaper.
16. In the present case, the respondent terminated the unit of the complainant on 04.03.2022, whereas the publication in the local newspaper was made subsequently on 19.04.2022. This sequence of events clearly establishes that the respondent acted in contravention of the prescribed procedure under the Affordable Housing Policy.
17. Since the mandatory condition of prior publication and the lapse of the stipulated 15-day period was not complied with, the termination effected on 04.03.2022 is in violation of the terms and conditions of the Affordable Housing Policy. Consequently, the said cancellation dated 04.03.2022 is illegal, arbitrary, and unsustainable in law, and therefore stands declared invalid.
18. The complainant intends to withdraw from the project and is seeking return of the amount paid by her in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Section 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)*

19. As per clause 7.1 of the buyer's agreement form provides for handing over of possession and is reproduced below: -

**7.1 Schedule for possession of the said Apartment.**

*The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within four years from the starts of construction, unless there is delay or failure due to Court Order, Government Policy/guidelines, decisions, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.*

*The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.*

20. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of

terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer developer agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused its dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

**21. Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid with interest. However, the allottee intends to withdraw from the project and is seeking refund of the amount paid by her in respect of the subject unit with interest at prescribed rate as provided 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]***

*(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

22. 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.
23. 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., 11.12.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
24. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others (supra)** it was 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.*

25. 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 allottee as per agreement for sale under section 11(4)(a) of the Act. 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 the complainant 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.
26. 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 her 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 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.
27. The respondent has retained the complainant's funds, including accrued interest, for an extended period of 3 years. It appears that the respondent has unlawfully benefited from the complainant's payments while delaying project completion and unlawfully terminating the unit. Consequently,

given that the complainant had already remitted more than 73% of the sale consideration. Therefore, the alleged cancellation dated 04.03.2022 is bad in eyes of law and hereby quashed.

28. As such, the complainant is entitled to refund of the entire amount paid by her 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 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.* (*Note: inadvertently mentioned as "as per clause 5 (iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015" vide proceedings dated 11.12.2025.*)

#### **G. Directions of the Authority:**

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

- i. Cancellation is invalid and is hereby set aside. The respondent is directed to refund the paid-up amount of Rs. 15,55,376/- received by it from the complainant 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 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 complainant and even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of allottee/ complainant.

30. The complaint stand disposed of.

31. File be consigned to registry.



**(Phool Singh Saini)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.12.2025