



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2409 of 2023
Date of filing.:	26.10.2023
Date of first hearing.:	29.11.2023
Date of decision.:	11.12.2025

Saroj W/o Devinder Kundu
R/o B-49, Street no. 7, Near Patel Block
Raghu Nagar Pankha road, Palam Village
South West Delhi-110045

...COMPLAINANT

VERSUS

M/s BPTP Limited
Through its Managing Director
Having its registered office at:
OT-14, 3rd Floor, Next Door Parklands, Sector-76,
Faridabad, Haryana- 121004,
Also at-28 ECE HOUSE, 1st floor, KG Marg, New Delhi, 110001.

.....RESPONDENT

CORAM:	Parneet Singh Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Present: - Mr. Alankar, Learned Counsel for the complainant

through VC

Mr. Tejeshwar Singh , Learned Counsel for the respondents
through VC

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project.	Park Floors, Sector 77, Faridabad.
2.	Nature of the project.	Group Housing Project
3.	RERA Registered/ not registered	Not Registered
4.	Details of the unit.	Unit no. L-302, measuring 1414 sq. ft.

5.	Date of Allotment	08.12.2008
6.	Date of flat buyer agreement	04.06.2011
7.	Due date of possession	10.04.2013
8.	Possession clause in buyer's agreement (Clause 2.1)	<p>Subject to Clause 9 herein or any other circumstances not anticipated and beyond the control of the seller/confirming party or any restraints/restrictions from any courts/authorities but subject to the purchasers) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of Total Sale Consideration and other charges and having complied with all provisions, formalities, documentations etc., as prescribed by the Seller Confirming Party whether under this Agreement or otherwise from time to time, the Seller/Confirming Party proposes to offer the hand over the possession of flat to the Purchaser(s) within a period of 36 months from the date of sanction of building plans of the colony. The Purchaser(s) agrees and understands that the Seller/ Confirming Party shall be entitled to a grace period of (180) one hundred and eighty days, after the expiry of 36 months, for filing and</p>

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		pursuing the grant of an occupation certificate from the concerned authority in respect of the colony. The Seller/Confirming Party shall give a Notice of Possession to the Purchasers with regard to the handing over of possession and the event the purchaser(s) fails to accept and take the possession of the said flat within 30 days thereof, the purchaser(s) shall be deemed to be custodian of the said floor from the date indicated in the notice of possession and the said floor shall remain at the risk and cost of the purchaser(s).
9.	Total sale consideration	₹25,45,200/-
10.	Amount paid by complainant	₹34,21,403/-
11.	Offer of possession.	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

1. That the respondent company is a colonizer engaged in the business of real estate development and have setup a real estate project 'BPITP Parkland' at sector-77 Faridabad Haryana – 121004 (hereinafter referred to as 'Project')
2. That the complainant purchased a unit in question in the project 'Park Floors' Housing complex, Parkland at sector -77, Faridabad, Haryana-121004 of the respondent company. Accordingly, the complainant booked



an apartment in the said project by paying booking amount of ₹1,25,000/- 31.07.2008,. An application for allotment by sale of residential flat was also signed by the complainant on the same date and received by the respondent. A copy of the application for allotment and the Receipt of the booking amount are annexed herewith as Annexure C-1 and C-2 respectively.

3. That complainant was allotted flat no. L-302 in Tower L, located on third floor, of the complex measuring 1,414 ft. super area for an amount of Rs. 26,45,000/- vide allotment letter dated 08.12.2008. A copy of a letter dated 08.12.2008 is attached herewith as Annexure C-19. An amount of Rs 34,21,403/- has been paid against sale consideration of the unit. Receipts issued by the respondent for all the payments are annexed as Annexure C-3 to C-18.
4. That since 2008, the complainant has been regularly trying to communicate with the Respondent regarding the update on status of the unit of complainant in the said project of the respondent, however, despite making all the payments in time, the respondent has not bothered to apprise the complainant about the status of his unit and has failed to pay any heed to the visits or communications of the complainant.
5. That the complainant having paid an amount Rs. 34,21,403/- towards the total sale consideration to the Respondent Company till date has performed its part of the obligations. However, the respondent being a habitual cheater does not seems to be in a position to offer possession to the complainant.

Accordingly, the complainant after waiting for possession of the unit in question for such a long period, wishes to withdraw from the said project.

6. That it is the apprehension of the complainant that despite an inordinate delay of more than 10 years, the respondent has failed obtain the mandatory Occupation Certificate from the concerned department and has failed to complete the said project and handover the floor/unit of the complainant in time. Further, it is pertinent to state herein that the occupation Certificate issued to the respondent on 13.12.2013 has been cancelled and the respondent has not obtained a fresh occupation certificate. A copy of the Occupation Certificate dated 13.12.2013 is annexed as Annexure C-20.
7. That complainant till date of issuance of the legal notice was ready and willing to pay the excess amount and take the possession however even despite multiple visits the Respondent denied to accept the money on the pretext that the complainant's account has been closed and the allotment has been cancelled. At this juncture the complainant is therefore not willing to take the possession. Legal notice seeking refund of amount was issued to respondent on 23.10.2023. However, no response was given to it by the respondent. Therefore, the complainant is left with no other option but to approach this Authority. Hence the present complaint has been filed.



C. RELIEF SOUGHT

8. The complainant in present complaint seeks following relief:

- i. That pass appropriate order directing the Respondent to Refund the entire amount paid by the complaints i.e. 34,21,403/-.
- ii. That Pass an appropriate order directing the Respondent to pay interest to the complainants on the entire amount paid by the complainants from the date of payment made till the actual date of realization, amounting to Rs 1,15,02,759.30 as per the provisions of RERA Act; And
- iii. That Pass an appropriate order directing the Respondent company to pay legal cost to the complainant amounting to Rs. 1,15,000/- on account of litigation charges; And
- iv. That in exercise of the powers conferred under section 35 of the Act, direct the Respondent to place on record all statutory approvals and sanctions pertaining to the project; And
- v. That pass any other order or direction as this I.d. Authority may deem fit and proper by exercising the judicial powers vested with the I.d. Authority under relevant provisions of the Real Estate Act, 2016.



D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed reply on 02.02.2024 pleading therein:

9. That the complainant expressed his interest to purchase a unit in the project being developed by the respondent under the name and style of "Park Floor", Parklands, Sector-77, Faridabad. Accordingly, an application/ booking form was executed by the complainant. A copy of the booking form dated 29.07.2008 is annexed and marked as Annexure R1.
10. That complainant was tentatively allotted unit bearing no. 302, 3rd floor, tentatively admeasuring 1414 sq. ft super area was allotted and the flat buyer agreement was executed between the parties on 04.06.2011. The copy of flat buyer agreement is annexed as Annexure R2. Unit number/location/area allotted to the complainants was tentative in nature and subject to change. Consequently, there was minor increase in the area of the unit vide the offer of possession dated 30.05.2013.
11. That as per clause 2.1 and 9 of the agreement, the subjective due date for the handover of the possession of the unit was 36 months plus 6 months of grace period from the date of sanction of building plan. Building plan of the project was approved on 10.11.2009 and thus, due date of possession comes out to be 10.04.2013.



12. That it is not germane to mention that the respondent was gravely affected by a number of force majeure circumstances that had a direct impact on the possession timelines. These circumstances were beyond the control of the respondent, including but not limited to construction bans, lack of availability of building material, regulations of the construction and development activities by the judicial authorities including NGT in NCR on account of environmental conditions, restrictions as well as force majeure conditions. Besides this, the construction was also affected by the act of non-receipt of timely payment of instalment against the booked floor by the complainant. Respondent cannot be penalized and held responsible for the default of its customers or due to force majeure circumstances.
13. That despite innumerable hardships being faced by the respondent, the respondent completed the construction of the project and applied for the occupation before the concerned authority. Respondent offered offer of possession to the complainant for the purposes of fit-out dated 30.05.2013 so as to speed up process of possession and against all odds and after having duly completing the construction of the unit and the project the respondent successfully obtained occupation certificate on 13.12.2013. A copy of offer of possession is annexed as Annexure R5 and copy of Occupation Certificate is annexed as Annexure R6.



14. That vide offer of possession, complainant was asked to make the requisite payment based on the statement of final dues and complete the documentation required to enable the respondent to initiate the process of handover of unit. However, the complainant never turned up to take the possession of the unit. Multiple reminders dated 01.07.2013, 31.07.2013 and 30.08.2013 were also sent to the complainant. But complainant voluntarily and willingly did not take possession of the unit. Copy of reminder letters are attached as Annexure R7.
15. That complainant by not taking possession of the unit breached clause 10 of agreement and Section 19 (6) and 19 (7) of RE (R&D) Act, 2016. Accordingly, pre-cancellation letters were issued to complainant on 29.10.2013 and 02.05.2014.
16. That the complainant did not pay heed to the reminders or pre-cancellation letters, the respondent was constrained to issue last and final opportunity letter dated 14.09.2020 requesting the complainant to clear the demand of Rs 7,45,652/- along with interest @10%. However, the complainant miserably failed to do the same. Copy of letter dated 14.09.2020 is annexed as Annexure R9.
17. That after termination of the unit, the complainant have no right/lien over the same and the prayer of the complainant seeking refund of entire amount with interest shall be barred.



E. ARGUMENTS OF THE PARTIES

18. I.d. counsel for complainant submitted that complainant was allotted unit no. L-302 vide execution of builder buyer agreement dated 04.06.2011 by the respondent. In total, an amount of Rs 34,21,403/- has already been paid against total sale consideration of Rs 26,45,000/-. In pursuance of the same, respondent had offered possession on 30.05.2013. However, same was not acceptable to complainant as it was not supported with Occupation Certificate and was given with additional illegal demands. Moreover, respondent now relies upon the Occupation certificate dated 13.12.2013 in order to validate the offer of possession dated 30.05.2013. But said occupation certificate does not include the tower-'I.' in which complainant's unit is located. Any intimation in respect of receipt of Occupation certificate and valid offer of possession has not been made by respondent till date. Hence, present complaint seeking refund of paid amount with interest has been filed.
19. In rebuttal, I.d. counsel for respondent argued that occupation certificate for the tower in question, i.e. Tower-I, stands received on 13.12.2013. For the marketing purpose, name of tower-I, is taken as tower-C-3, and as such it is included in occupation certificate dated 13.12.2013. Thereafter, offer of possession was sent to complainant on 30.05.2013 however complainant did not come forward to pay due amount. So, final opportunity letter for making payment was issued to complainant on

14.09.2020. But complainant still did not come forward to accept possession. So, allotment of complainant automatically stood cancelled. So, in case, if refund is awarded to her then same would be subject to forfeiture of earnest money in terms of Builder Buyer's Agreement.

20. At this stage, query was raised to Id. counsel for respondent as to whether any amount was refunded to complainant after cancellation or not? To which, he replied that no amount was refunded, it still lies with respondent-developer.

F. ISSUES FOR ADJUDICATION

21. Whether the complainant is entitled to refund of the amount deposited with the respondent along with interest in terms of Section 18 of Act of 2016?
22. Whether the complainant is entitled to compensation for legal charges?
23. Whether the respondent should provide copies of official approvals etc to the complainant?

G. OBSERVATIONS OF THE AUTHORITY

24. As per facts and circumstances, complainant in this case was allotted unit bearing no. L-302, measuring 1414 sq. ft. in the project being developed by the respondent namely 'Park Floors' Parklands situated at Faridabad vide allotment letter dated 08.12.2008. Thereafter, both parties executed a flat

buyer agreement in respect of the allotted unit on 04.06.2011 for a basic sale consideration of ₹ 25,45,200/- against which the complainant had paid a total amount of ₹ 34,21,403/-. It is the contention of the complainant that the respondent had delayed delivery of possession of the booked unit beyond the time period stipulated in the agreement. Hence, the present complaint seeking refund of paid amount along with interest as per RE (R&D) Act, 2016.

25. As per clause 2.1 of the flat buyer agreement dated 04.06.2011 possession of the unit was to be delivered within a period of 36 months from the date of sanction of building plan. Further, the promoter was also entitled to a grace period of 180 days after expiry of 36 months for filing and pursuing the grant of occupation certificate from the competent Authority. Respondent in its reply has submitted that the building plans got approved on 10.11.2009, meaning thereby that the deemed date of possession works out to 10.04.2013 inclusive of 180 days grace period. As such, complainant has not disputed the date provided by respondent as deemed date of possession. In light of these facts, the *deemed date of possession comes out to 10.04.2013*.

26. Admittedly, the delivery of possession of the unit in question has been delayed beyond the stipulated period of time. Respondent has attributed this delay in construction of the project due to disruption in construction



activity due to regulation of mining activities of minor minerals as per directions of Hon'ble Supreme Court, non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal and stay on mining activities by National Green Tribunal in several cases related to Punjab and Haryana.

27. The respondent has argued that all these conditions constituted *force majeure*. Hence, no interest is allowable to the complainant. Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the concept under the Indian Contract Act, 1872 need to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to "those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control". Black's Law Dictionary defines Force Majeure as follows, "In the law of insurance, superior or irresistible force. Such clause is common in construction contracts to protect the parties in the event a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of



due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance.”

28. In Indian jurisprudence, it is often referred to as an “act of God”. Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term “Force Majeure” is based on the concept of the Doctrine of Frustration under the Indian Contract Act, 1872; particularly Sections 32 and 56. The law uses the term “impossible” while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, “impossibility” refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of *Alopi Parshad and Sons Ltd vs Union of India*, AIR 1960 SC 588 and the landmark *Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors* (2017) 2017 3 AWC 2692 SC, the Supreme Court of India has categorically stated that mere commercial onerousness, hardship, material loss, or inconvenience cannot constitute frustration of a contract. Furthermore, if it remains possible to fulfill the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.
29. Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that “a contract to do an act which, after the contract is made,

becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful." It is the performance of contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. The Supreme Court in *Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors* (2017) 2017 3 AWC 2692 SC lent further insight into interpreting a Force Majeure situation i.e

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless perform etc., will all be taken into consideration in understanding the parties' intent;
- Force majeure events must be unforeseeable by both parties;
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- *Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.*

30. Firstly, the conditions mentioned by the respondent do not fall within the domain of force majeure as explicitly discussed above. Moreover, the respondent has failed to attach copies of the respective orders banning/



prohibiting the construction activities. He has not discharged the burden of proof at all. Therefore, this plea of respondent is rejected being devoid of merit.

31. As per observations recorded in preceding paragraph, possession of the unit should have been delivered to the complainant on 10.04.2013. However, respondent failed to complete construction of the unit and deliver possession within the time period stipulated in the buyer's agreement. Admittedly, offer of possession (fit-out) was issued to complainant on 30.05.2013 along with demand of Rs 6,53,890/-. But said offer was not supported with occupation certificate. In fact, occupation certificate was received by respondent on 13.12.2013 and after 2013, no offer has been made by respondent. It establishes on record that valid offer of possession duly supported with occupation certificate has not been made by the respondent to the complainant till date.

32. In respect of plea raised by Id. Counsel for respondent that even if refund of paid amount is to be awarded then same be subject to forfeiture of earnest money in terms of agreement. Herein, it is relevant to refer reminders dated 01.07.2013, 31.07.2013 and 30.08.2013. Said reminders were issued for seeking payment of Rs 6,53,890/-, the amount which was raised/asked vide offer of possession (fit-out) dated 30.05.2013. As such,



said reminder letters as well as pre-cancellation letters are based upon the offer of possession. In view of preceding paragraphs, the offer of possession dated 30.05.2013 itself was not valid and complainant was not bound to make any payment in lieu of it. To this, respondent issued termination notice on 14.09.2020 but respondent itself failed to act upon said notice by not refunding the paid amount to complainant. In fact paid amount still lies with respondent. So, if it is to be considered that complainant was liable to make payments within time then the respondent is also duty bound to fulfill its own commitments as per the BBA, especially its duty to deliver a legally tenable offer of possession duly supported by an OC. In these circumstances, termination letter dated 14.09.2020 holds no validity in eyes of law. Complainant sincerely paid an amount of Rs 34 lakhs till year 2014 with an expectation to receive the physical possession of unit which was not carried out by respondent in time, which made complainant to choose not to pay the installments raised further vide fit out offer of possession. Respondent already being at fault cannot be allowed to forfeit the earnest money. Therefore, the plea of respondent to forfeit the earnest money is devoid of merit and hence stands rejected.

33. Fact of the matter is that the delivery of possession of the unit in question has been delayed beyond a reasonable period of time. Further, complainant had already clarified its intention of withdrawing out of the

project vide legal notice dated 23.10.2023 as mandated under Section 18 of RE (R&D) Act, 2016. In this regard, Hon'ble Supreme Court in the matter of **"Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others"** in CIVIL APPEAL NO(S). 6745 - 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, the allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. Para 25 of this judgement is reproduced below:

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

34. The complainant in the present complaint wishes to withdraw from the project of the respondent. The Authority finds it to be a case fit for allowing refund in favour of the complainant along with interest as per Rule 15 of IIRERA Rules 2017 from the date of respective payments



made to the respondent since the beginning till realization of amount. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

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

Explanation.-For the purpose of this clause-

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

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

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

"Rule 15: "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". "

36. The Authority directs the respondent to refund to the complainant the paid amount along with interest at the rate prescribed under Rule 15 of



Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR) + 2 % which as on date works out to 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount.

37. Authority has got calculated the interest payable to the complainant from date of payments till date of order and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till date of order i.e 11.12.2025 (in ₹)
1.	2,50,000/-	31.07.2008	471380
2.	2,50,000/-	11.10.2008	466030
3.	6,50,000/-	09.06.2009	1165112
4.	3,00,000/-	14.07.2009	534623
5.	35,000/-	01.08.2009	62185
6.	2,24,250/-	07.08.2009	398031
7.	2,00,000/-	29.03.2010	341076
8.	2,00,000/-	12.06.2010	336618
9.	1,00,000/-	10.07.2010	167476
10.	3,47,630/-	14.06.2011	547167
11.	3,47,191/-	04.07.2012	506639
12.	1,22,393/-	31.01.2013	170925
13.	2,19,939/-	19.05.2014	276227
14.	1,75,000/-	19.05.2014	219787

Total 34,21,403/-		56,63,276/-
Total payable to complainant=3421403+56,63,276=90,84,679/-		

38. The complainant is seeking cost of litigation. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors." (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned 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 & legal expenses. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.

39. In respect of relief clause (iv), it has been neither been argued nor pressed upon by counsel for complainant.

H. DIRECTIONS OF THE AUTHORITY

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





(i) Respondent is directed to refund the entire amount along with interest as specified in para 37 of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of amount.

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

41. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.




CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]