



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2322 of 2023
Date of filing:	20.10.2023
First date of hearing:	30.11.2023
Date of decision:	15.12.2025

Bijender Singh son of Sh. Nahar Singh,

R/o Block-1, Flat No.-114,

Maxheights Metroview Apartments, near Vill. Jatheri,

Sector- 35, Sonipat, Haryana, 131029

.....COMPLAINANT

Versus

Housing Board Haryana

C-15, Awas Bhawan,

Sector-6, Panchkula, Haryana

.....RESPONDENT

Present: - Adv. Tarjit Singh Chikkara, counsel for the complainant through VC.
None for the respondent.

ORDER (NADIM AKHTAR-MEMBER)

Present complaint is filed by the complainant under Section 31 of the 'Real Estate (Regulation & Development) Act, 2016' (hereinafter referred as RERA,

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.

1. UNIT AND PROJECT RELATED DETAILS-

The particulars of the project, the details of 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 table:

S.No.	Particulars	Details
1.	Name of the project	Built up multi storeyed flats for industrial workers at Barhi, Sonipat
2.	Name of the promoter	Housing Board Haryana
3.	RERA registered/not registered	Unregistered
4.	Unit no.	4 Type-1 Flat
5.	Date of builder buyer agreement	Not executed
6.	Due date of offer of possession	Not available
7.	Possession clause in BBA	Not available
8.	Total sale consideration	₹7.90 lakh (as per brochure attached in the reply)

9.	Amount paid by complainant	₹3,58,000/-
10.	Offer of possession	Not given

2. FACTS OF THE PRESENT COMPLAINT

- i. That the complainant and his wife being directors in the company booked two units in the respondent project and all the payments made by the complaint are in the form of a joint demand draft. Furthermore, the Company is situated in Barhi, District Sonipat, so the complainant was eligible to avail the scheme of Housing Board Haryana given to Industrial Workers/employees of Industrial Units. The complainant paid ₹3,58,000/- to the respondent till date and the respondent never offered possession or started construction of the project till date and enjoyed the hard-earned money of the complainant. The complainant and his wife submitted Application Forms No. 1483 and 1484 for Industrial Workers/Employees of Industrial Units BARHI: Type A along with a total payment of ₹2,86,000/- for two unit (₹1,43,000/- for each) through Demand Drafts No. 000814 and 000815 dated 25.04.2014, drawn from HDFC Bank, Inderpuri, New Delhi to the Housing Board Haryana. Copies of the Application Forms are annexed as Annexure C-1.



- ii. That Housing Board Haryana issued an acknowledgement for the payment of ₹2,86,000/- (₹1,43,000/- for each flat/unit) made through Demand Drafts No. 000814 and 000815 in the name of the complainant and his deceased wife Smt. Regina Singh. A copy of the acknowledgement is annexed as Annexure C-2.
- iii. That the respondent then informed the complainant about the allotment of two flats in the Industrial Workers' Housing Scheme at Barhi, District Sonapat, by the draw of lots held on 30.12.2014 and requested a 15% deposit of ₹2,15,000/- per flat, as per the brochure by issuing a letter through Speed Post bearing Memo No. HBH/CRO(PM)/2015/2290, dated 27.03.2015. A copy of the letter is annexed herewith as Annexure C-3.
- iv. The complainant informed the respondent through a letter dated 30.04.2015 enclosing a Death Certificate about the death of his wife Mrs. Regina Singh and that her share was transferred to Mr. Bijender Singh(The Complainant). A copy of the letter is annexed as Annexure C-4.
- v. The complainant confirmed the payment of ₹4,30,000/- (₹2,15,000/- each). That the complaint paid jointly a total sum of ₹4,30,000/- as 15% payment for two units (one flat is allotted to his wife Mrs. Regina Singh) with DD No. 001444 dated 30.04.2015 drawn from HDFC BANK Ltd., Inderpuri Branch, New Delhi, 110012. The



complainant paid ₹3,58,000/- (₹1,43,000/- + ₹2,15,000/-) for his flat/unit to the respondent. A copy of the letter along with a copy of the cheque is annexed as Annexure C-4.

- vi. The complainant vide letter dated 04.11.2019 requested the respondent to refund the full amount with 18% interest per annum due to the failure to start construction on the site mentioned in the original papers even after 5 years. This request was made in a letter to the Chief Administrator, Housing Board Haryana, Panchkula, with a copy to the Chief Minister's Office. A copy of the letter is annexed as Annexure C-5.
- vii. The complainant again requested the respondent that if the refund and compensation were not provided within 15 days, they would be compelled to take legal action at their own cost and consequences. This was conveyed through a letter dated 07.12.2022 via Speed Post to the Chief Revenue Officer, Housing Board Haryana, Panchkula, with a copy to the Chairperson, Housing Board Haryana. A copy of the letter and Postal Receipt is annexed as Annexure C-6.
- viii. The complainant once again requested the respondent for refund and compensation. He also mentioned that he had not been informed about the cancellation of the project by any officials. This request was made through a letter dated 27.03.2023 to the Chief Revenue Officer, Housing Board Haryana, Panchkula, with a copy to the Chairperson,



Housing Board Haryana. A Copy of the letter dated 27.03.2023 is annexed as Annexure-C-7.

- ix. That non-delivery of the possession of units/flat is a continuous default on the part of the respondent and the cause of action arising on each such default arises continuously till date.
- x. That the respondent is a Promoter in the definition of the term prescribed in the Real Estate (Regulation and Development Act) 2016 referred to herein as "Act" and as such this Act is applicable.
- xi. That respondent has utterly failed to fulfill the various obligations under this Act and especially under Section 18 of the Act for non-delivery of possession of Flats/Units.
- xii. That the Promoter is liable to be prosecuted and penal action be taken under Section 61 of the Act.
- xiii. That the non-delivery of possession of Flat/Unit to the complainant is a clear violation of the Act. Hence, the complaint is maintainable.

3. RELIEF SOUGHT -

The complainant sought following relief in the present complaint: -

- i. To direct the respondent to refund the hard-earned money of ₹3, 58,000/- along with 24% p.a interest to the complainant from the date of payment, i.e., 25.04.2014, which was extracted by the respondent fraudulently in lieu of any Type-I in built up multistoried Flats for



industrial workers and industry units/entrepreneur of Haryana state at Barhi, Sonipat, Haryana.

- ii. Any other directions or order which this Hon'ble Authority may deem fit in the facts and circumstances of the case.

4. REPLY SUBMITTED ON BEHALF OF RESPONDENT-

Respondent filed its reply on 04.07.2025, wherein it is pleaded that:-

- i. That each averment made or contention raised in the petition filed by the petitioner, is contrary or inconsistent with the true facts of the case or submissions made herein, be taken to be denied in its entirety by the respondent. Further, nothing stated in the petition be deemed to be admitted by respondent merely on account of non-transverse, unless the same stands expressly admitted. The respondent seeks to reserve its right to make any such additional submissions in writing, place additional documents on record and raise further issues, as may be required.
- ii. That the grievance of the petitioner is misconceived and erroneous, besides being based on grounds that are ill-founded and vacuous.
- iii. That the main objective of Housing Board Haryana is to construct houses for allotment to the public in accordance with the guidelines issued by the State Government in a prescribed procedure. The emphasis is to construct houses for socially and economically weaker sections and the like. The number of flats were pending in the

inventory due to surrender of applications of applicants and the various govt. schemes launched simultaneously. The huge amount has already been invested on construction of houses after borrowing the same from the banks as per govt. guidelines and bare minimum charged as levied on costing of flats as per pricing policy of the Board. That no fund is provided by the Govt. to the Board and due to this reason the existence of the board is also in question.

iv. That the complainant is mentioning wrong facts in his complaint.

After completion of flats, the draw of flats was held and a demand letter was issued by the Chief Revenue officer (PM) office HBH, Panchkula on dated 27.03.2015. Further the complainant asked for the refund and as per Clause 12 of the Housing Board Haryana Act, which reads as:

"Refund of amount of initial payment - If the applicant withdraws his application till the date of offer of house by the board, 10% of the amount deposited with application at the time of registration shall be forfeited to the board and balance refunded to him without any interest."

v. That it is mentioned in the Brochure that the price has been worked out on the basis of rough cost estimates. The price is tentative and subject to revision after completion of construction of flats. The price will be worked out as per pricing policy of the Board on the basis of



actual expenditure and flats will be allotted/possession handed over at that price. Further, due to technical reasons, the construction of the flats was delayed due to which the work was completed in the year 2014 and then, thereafter, the development work was completed in the year 2017. Hence, the Respondent Authority is at no fault and acted genuinely, fairly, un-arbitrarily based on uniform approach and natural justice.

- vi. That it is also mentioned in the Brochure in General condition (c) that the board reserves the right to withdraw/amend/cancel the scheme at its discretion without assigning any reason.
- vii. That the present petition is barred by limitation. The petitioner had invoked the jurisdiction of this Hon'ble Authority after a lapse of sufficient period as prescribed under the law and hence the claim/complaint is not maintainable.
- viii. That the complainant has himself given a letter to the department whereby he has stated that the amount should be refunded as the project has been delayed. The complainant was well aware regarding the refund of the deposited amount as per terms and conditions of the respondent.
- x. That the respondent is neither a promoter nor builder rather, a Govt. Body(Corporation) which is working for the welfare of the weaker sections by providing the shelter/ roof on their head at bare minimum



prices. Moreover, RERA came into existence after the launch of this project.

- xi. That the complainant is not entitled to any relief as claimed in the complaint as the complainant himself has surrendered the flat knowing well about the terms and conditions of the respondent and has not raised any objection at any point of time while taking the refund and this complaint is unnecessarily filed just to harass the complainant and to get unreasonable benefits.

5. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

During the course of hearing held on 03.11.2025, Authority observed, "Ld. counsel for the complainant reiterated the facts and submitted that the first payment of ₹1,43,000/- was made on 25.04.2014, as acknowledged by the Housing Board Haryana in acknowledgment slip dated 28.04.2014 placed at page 24 of the complaint book. He stated that the respondent in para 1 of reply to brief facts on page 5 of reply has also accepted the said payment. The second payment of ₹2,15,000/- was made on 30.04.2015 through demand draft, a copy of which is placed at page 27 of the complaint book and to substantiate the said payments, the bank statements have also been filed. He further stated that the project has still not been completed and the respondent has not filed any documents regarding completion of the project, therefore, the complainant seeks refund of the

amount already paid. Authority asked the Ld. counsel for the complainant as to whether any amount has been refunded till date by the respondent to the complainant, to which he denied having received any amount. On the other hand, none appeared for the respondent. However, later, Adv. Rajesh Kaul appeared and requested to mark his presence."

6. ISSUE FOR ADJUDICATION

Whether the complainant is entitled to refund of the amount deposited by him along with interest in terms of Section 18 of Act of 2016?

7. OBSERVATIONS OF THE AUTHORITY

After taking into consideration the facts and circumstances of the case and arguments put forth by both the parties and judgements referred by the complainant, Authority observes that following issues need to be decided by this Authority.

- (A) Firstly, whether the present complaint is maintainable before the Authority or not? In this regard the Authority observes, it needs to be examined whether respondent (Housing Board Haryana) falls under the definition of promoter provided in RERA Act, 2016 and whether there exists a relationship of allottee and promoter between the complainant and respondent. For this purpose, the definition of "promoter" under section 2(zk) needs to be perused. Definition is provided below:



(zk) "promoter" means,—

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) any **development authority** or any other public body in respect of allottees of—

(a) **buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or**

(b) plots owned by such authority or body or placed at their disposal by the Government,

for the purpose of selling all or some of the apartments or plots; or

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the



owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) such other person who constructs any building or apartment for sale to the general public.

- Plain reading of the definition given under section 2(zk) makes it clear that any development authority in respect of allottee of building/apartment, as the case may be, constructed by such authority for sale is a promoter in respect of allottees of those buildings/apartments. Here, Housing Board Haryana is a Development Authority and that with the authority of Government of Haryana who has issued an allotment letter to complainant on 27.03.2015 of Final Regn. no. 4 Type-1 Flat at Barhi, Sonipat. Hence, Housing Board is covered under the definition of promoter under section 2(zk).
- The flat was allotted by the respondent to the complainant-allottee, As per Section 2(d) of the RERA Act, "allottee" is defined as follows:

(d) "allottee" in relation to a real estate project, means the person to whom a plot apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or



otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given. on rent:

As per Section 2(zj) & (zn) of the RERA Act. "project" & "real estate project" are defined respectively as follows:

(zj) "project" means the real estate project as defined in clause (zn):

(zn) "real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works. all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

- A conjoint reading of the above sections shows that Housing Board is a promoter in respect of allottees of flats sold by it in its real estate project and therefore, there exists a relationship of an allottee and promoter between the parties. Since, relationship of an allottee and promoter between complainant and respondent is established and the issues deals with real estate project developed by respondent, hence, provisions of RERA Act, 2016 apply to the matter and Authority has the exclusive jurisdiction to deal with the



matter. Furthermore, the preamble of RERA Act, 2016 provides as under.

An Act to establish the real estate regulatory authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the appellate tribunal to hear appeals from the decisions, directions or orders of the real estate regulatory authority and the adjudicating officer and for matters connected therewith or incidental thereto;

- The RERA Act, 2016 basically regulates relationship between buyer (i.e., allottee) and seller (i.e., promoter) of real estate, i.e., plot, apartment or building, as the case may be and matters incidental thereto. Hon'ble Bombay High Court in the case **Neelkamal Realtors Suburban Pvt. Ltd. and Ors. v. Union of India and Ors.** 06.12.2017 - BOMHC, observed: *"In my opinion RERA does not fall under Entry 42 in List III- Concurrent List of the Seventh Schedule, namely, Acquisition and requisitioning of property. RERA fall under Entry 6, namely, Transfer of property other than agricultural land; registration of deeds and documents, Entry 7-contracts, including partnership, agency, contracts of*



carriage and other special forms of contracts, but not including contracts relating to agricultural land and Entry 46, namely, jurisdiction and powers of all courts, except the Supreme Court, with respect to any of the matters in List III-Concurrent list of the Seventh Schedule".

- The scope of this Act is limited to contracts between buyers and promoters and transfer to property. Both these items fall within the concurrent list III: entry-6 and entry-7 read with entry-46. This Act regulates the transactions relating to the sale of above-mentioned real estate products, for an orderly growth of real estate market, by protecting the interests of different stake holders in a balanced manner and facilitating the consumer/buyer to make informed choice. Therefore, the Authority has jurisdiction to decide the present matter.

(B) Second issue is whether the complainant is entitled for refund or not? In this regard, it is an admitted fact that complainant had applied for allotment of a flat under the scheme floated by respondent in 2010. Said scheme was aimed at providing houses to industrial workers. The price of the house in the advertisement given by the respondent was ₹7.90 lacs. A person applying under the scheme was required to pay 10% of the total price as booking



amount. The complainant after adjudging his own financial position and capability to purchase house at the quoted price, had applied in response to respondent's advertisement. The respondent within a reasonable time of booking was expected to disclose the exact price of house to the complainant and also to complete all necessary steps for delivering possession of the purchased unit. After collecting money from the complainant, the respondent was not expected to prolong the completion of the project unreasonably because such conduct on his part was bound to frustrate the very benevolent purpose with which the scheme was formulated for industrial workers. The respondent in the present case has not completed the project within a reasonable time and has failed to give possession of the flat till today. The respondent has been utilizing an amount of ₹3,58,000/- already paid by the complainant, for all these years without paying any interest. Such conduct of the respondent being unreasonable and unconscionable cannot be legally sustained. Furthermore, the timely completion of the construction work was solely the obligation of the respondent. The respondent cannot absolve themselves of this responsibility or shift the burden onto the complainant. Therefore, the argument of the respondent is



rejected. The respondent cannot evade its liability by attempting to place the blame on the allottee.

- Further, as per Clause 12 of the Housing Board Haryana Act, *"Refund of amount of initial payment - If the applicant withdraws his application till the date of offer of house by the board, 10% of the amount deposited with application at the time of registration shall be forfeited to the board and balance refunded to him without any interest."* The Authority observes from the record that the allotment of the subject flat was made in favour of the complainant on 27.03.2015, pursuant to which the complainant was required to deposit an amount of ₹2,15,000/-. In compliance thereof, the complainant deposited the said amount on 30.04.2015 through demand draft, a copy which is placed on record at page 27 of the complaint book. To substantiate the said payment, relevant bank statements have also been filed by the complainant. It is further observed that thereafter, no communication whatsoever was made by the respondent to the complainant regarding the progress, status or completion of the project. After waiting for a considerable period, the complainant vide letter dated 04.11.2019 sought information regarding the status of the project. As no response was received, the complainant again addressed a letter dated 07.12.2022



to the respondent reiterating the request and stating that despite earlier communication, no reply had been furnished by the respondent. The complainant once again sought information regarding the project and further requested refund of the deposited amount on account of non-commencement of construction even after several years. Thereafter, the complainant vide letter dated 27.03.2023 again requested the respondent to refund the deposited amount as the project had been cancelled unilaterally without any prior intimation to the complainant. The only submission made by respondent counsel is that due to technical reasons and allottees' default in payments, it leads to financial burden in carrying out the project in a timely manner and no documentary evidence is placed on record in support of their claims. Authority deals with cases in summary manner so documentary evidence is required in support of each of the claims made by the parties.

- The respondent has further pleaded that according to the General Condition(c) mentioned in the Brochure, the board reserves the right to withdraw/amend/cancel the scheme at its discretion without assigning any reason. In the opinion of the Authority, it will be applicable only in those cases where there is no default on the part of the respondent board in discharging its obligation towards allottees. Since, there is no communication on part of the



respondent in all these years regarding the completion/ cancellation of the project, the Authority finds it a fit case for refund of paid amount without any deduction.

- It is further observed that the respondent, in its written submission, has pleaded that the complainant has not raised any objection at any point while taking the refund, however, no documentary evidence or supporting details has been placed on record by the respondent regarding the refunded amount. Also, the Ld. counsel for the complainant during the course of hearing 03.11.2025 has denied having received any amount.
- Further, 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. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. 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."

The decision of the Hon'ble Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

- The definition of term 'interest' is defined under Section 2(za) 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;

- Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is 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".

- Complainant in its complaint has sought refund of paid amount with interest @24%. It is pertinent to mention here that the legislature in its wisdom in the subordinate legislation under the provisions 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.



- It is pertinent to mention that vide order dated 07.07.2025, complainant was directed to file receipts of the paid amount of ₹3,58,000/-. In compliance of said order, complainant had filed an application dated 10.09.2025 for taking on record banks statements. Accordingly, the complainant had paid an amount of ₹1,43,000/- on 25.04.2014 and ₹2,15,000/- on 30.04.2015, and the total amount comes out to be ₹3,58,000/-. Therefore, Authority deems it fit to adjudicate on amount of ₹3,58,000/- as claimed by complainant.
- Consequently, as per website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on 15.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% ,i.e., 10.80%.
- From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant is entitled for refund along with interest. Thus, respondent will be liable to pay the complainant, interest from date of payments till the actual realization of the amount. Authority has got calculated the total amount along with interest as per detail given in the table below:



Sr.no.	Principle amount	Date of payments	Date of order	Interest from date of payments till date of order
1.	₹1,43,000/-	25.04.2014	15.12.2025	₹1,79,954/-
2.	₹2,15,000/-	30.04.2015	15.12.2025	₹2,47,023/-
	Total= ₹3,58,000/-			Total= ₹4,26,977/-

Total amount to be refunded to the complainant

= ₹3,58,000/- + ₹4,26,977/- = ₹7,84,977/-

8. DIRECTIONS OF THE AUTHORITY-

Hence, the Authority hereby passes this order in the present complaint 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 paid amount of ₹3,58,000/- deposited by the complainant along with interest of ₹4,26,977/- to the complainant as specified in the table provided above. It is further clarified that respondent will remain liable to pay interest to the complainant till the actual realization of the 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.

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



NADIM AKHTAR

[MEMBER]

