



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	3185 of 2022
Date of filing:	26.12.2022
First date of hearing:	28.02.2023
Date of decision.:	15.12.2025

Sh. Ashok Kumar, S/o Sh. Surat Singh,
Village- Gunjar, PO- Dahima, Teh. & Distt. Hisar

....COMPLAINANT

VERSUS

1. M/s Aerens Gold Souk projects (Hisar) Pvt. Ltd,
'Gold Souk', 'C'- Block, Sushant Lok, Phase-1, Gurugram 122002.

2. Director, Town and Country Planning, Haryana,
SCO 71-75, Sector-17, Chandigarh

....RESPONDENTS

Present: - None present for the complainant.

Mr. Neeraj Goel, Counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

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:

3. S.No.	Particulars	Details
1.	Name of the project	"Gold Souk Connaught Place Hisar", situated in village Hissar, Vakya Mauja, District Hissar, Haryana.
2.	Name of the promoter	M/s Aerens Goldsouk Projects (Hissar) Pvt. Ltd.
3.	Unit No. allotted	G-6, Ground floor, Block-G
4.	Super Built-up area	383 sq.ft.
5.	Date of allotment	Undated
6.	Date of Builder Buyer Agreement	20.05.2016
7.	Due date of offer of possession	Not available
8.	Possession clause in BBA	<i>Clause 9.2 The Owner Seller/Vendor on completion of the construction of the Multi-Storeyed Building(s)/Commercial Complex(es) shall issue Final</i>

		<i>Call Notice to the Buyer(s)/Vendee(s), who shall within 30(Thirty) days thereof, remit all dues and take possession of the said Unit.</i>
9.	Basic sale consideration	₹20,29,900/-
10.	Amount paid by complainant	₹10,52,475/-
11.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

- (i) That complainant booked a shop/unit in the project of the respondent no.1, M/s Aerens Goldsouk Projects (Hissar) Pvt. Ltd namely; "Gold Souk Connaught Place Hisar, situated in Village Hisar, Vakya Mauja Hisar, Tehsil and District Hisar. Respondent no.1 issued provisional allotment letter (undated) and thereafter, allotment letter (undated) and allotted shop no.G-6, having super area of 383 sq. ft, in the project of the respondent no.1. Copy of allotment letter is annexed at page no. 24 of complaint file.
- (ii) That unit buyer agreement was executed between the parties on 20.05.2016 which is annexed at page no. 26 of complaint file. Complainant had paid a total amount of ₹10,52,475/- through cheques against the basic sale price of ₹20,29,900/-. Copy of receipt is annexed as Annexure P2. That according to agreement, respondent no.1 was supposed to deliver the possession till 2016 but just before that respondent no.1 asked the complainant to wait another one year for possession of the shop. Meanwhile complainant came to know that

license of the company has been cancelled by the authorities for the reason best known to the respondent no.1.

(iii) Complainant made several visits to the Gurugram office of respondent no.1 and made request to the company to refund his hard earned money but there is no response.

(iv) That despite making payment of the amount by the complainant, the possession of the shop in question has not been offered till date to the complainant, therefore, the complainant seeks indulgence of the Hon'ble Authority seeking refund of the paid amount along with interest. Therefore being aggrieved person, complainant is filing the present complaint before this Hon'ble Authority.

C. RELIEFS SOUGHT

4. In view of the facts mentioned above, the complainant pray for the following reliefs:-

That the complainant prays before the Hon'ble Authority to pass an order for instant refund of the amounts paid to the respondent along with the applicable rate of interest and compensation as the agreement has been breached by the respondent by not making delivery of possession in time and more over not entertaining requests of the complainant for refund over the period of last three years, the complainant wanted to withdraw from the project since the day he came to know that no construction is going on.



D. REPLY ON BEHALF OF RESPONDENT NO.1

5. Contents of the reply dated 09.08.2023 submitted by respondent no.1 are as follows:

- (i) That due to the reputation and prestige of the Respondent Company, the complainant had voluntarily invested in the project of the respondent Company, namely 'Gold Souk Connaught Place Hisar.' That the respondent Company had all the necessary permissions and licenses from the competent authority for the start and timely completion of the project before starting any construction. The said project falls under the License No. 54 of 2009.
- (ii) That the complainant herein is an investor and has accordingly invested in the project of the respondent Company for the sole reason of investing and earning profits and speculative gains. The property has been bought by the complainant for the sole purpose of earning profits in speculative gains, the complaint is therefore liable to be dismissed.
- (iii) That the license no. 54 of 2009, is for developing the commercial complex was cancelled vide order dated 31.08.2016 passed by the Directorate, Town and Country Planning, Haryana and the State had stepped into the shoes of the Respondent Company in terms of Rule 19 of the Haryana Development of Regulations of Urban Areas Rules, 1976 by taking over the project in question and to resume construction of the project in question and handover the possession of the commercial shops/booths to the allottees, therefore, the respondent Company was nowhere in the picture to defend the claims filed



against it by the complainant herein as the State were to settle the claims filed against the respondent Company after taking over the assets and liabilities of the Respondent Company.

(iv) That the respondent Company aggrieved by the aforesaid order dated 31.08.2016 passed by the Director, Town and Country Planning, Haryana, filed an appeal bearing no.40 of 2016 before the Additional Chief Secretary, Town and Country Planning seeking to get the license no. 54 of 2009 restored and resume construction of the project in question.

(v) That in the meanwhile after a period of more than 5 Years, the aforesaid Appeal no. 40 of 2016 has been allowed vide order dated 21.02.2022 passed by the Additional Chief Secretary to the Government of Haryana, Town & Country Planning Department, Chandigarh, holding that, *"the construction of the project in question was not possible in the period 8.08.2009 to 13.08.2013 and period from 1.01.2016 till date (21.02.2022) as the Land of the appellant was not released from acquisition and the access of the commercial project of the appellant was blocked due to the elevation of the highway and therefore, these periods are equivalent of Force Majeure, as these periods were beyond the control of the appellant and the appellant could not have control over the affairs/activities of Government/ authorities of Government being sovereign acts"*. The Additional Chief Secretary further ordered the Director of Town and Country Planning to renew the license no. 54 of 2009 of the Respondent Company so that the Respondent



Company could resume construction of the project in question. Copy of the order of restoring said Licence No. 54 of 2009 is annexed as Annexure R-1.

- (vi) That in pursuance of the aforesaid order dated 21.02.2022, the Director Town and Country Planning, vide order dated 04.07.2022 renewed the license no. 54 of 2009 of the respondent Company till 20.02.2024. That due to aforesaid cancellation of license No. 54 of 2009, respondent Company was not able to do construction on the said project hence could not complete the project and not offered the possession. Therefore, it offered alternative unit to the complainant by their letter vide dated 05.06.2023.
- (vii) That no documentary proof has been annexed by the complainant to prove the allegations attributed to the respondent Company with respect to the booking made by the complainant in the said project of the respondent Company.
- (viii) That the averments and submissions made by the complainant in the captioned complaint are false, vexatious, misleading, frivolous and hence denied in totality.

E. WRITTEN SUBMISSIONS FILED BY RESPONDENT NO.1 IN COMPLAINT OF ORDER DATED 15.11.2023:

6. That present written submissions are being filed on behalf of respondent no.1 Company in compliance of order dated 15.11.2023 passed by the Ld. Authority. That vide order dated 15.11.2023, the Authority directed the respondent Company to prove as to how the respondent Company is entitled




to treat period from 08.08.2009 to 13.08.2013 and 01.02.2016 to 21.02.2022 as zero period.

GROUND FOR CONSIDERING ZERO PERIOD:

A. Applicability of Force Majeure under the Provisional Allotment: That as per Clause 9 of the Provisional Allotment Letter the possession of the unit has always been subject to Force Majeure conditions. Clause 9 of the Provisional Allotment Letter is being reproduced herein for the kind reference of the Ld. Authority:

"The Company shall endeavour to give possession of the said Bare Shell(s)/Unit(s)/Shop(s)/Office(s)/RetailOutlet(s)/Restaurant(s)/Hotel(s)/BanquetHall(s)/Shopping-cum-Office Space (SCOs) / Club/Multiplex(es) / Food Court(s) to the Allottee(s) approximately by December, 2014 with a grace period of 6(six) months. However, subject to force-majure circumstances and reasons beyond the control of the Company and also subject to receipt of all payments and other charges as per Payment Plan or as may have been demanded by the Company from the date of Application and payable upto the date of possession of the said Bare Shell(s) /Unit(s) / Shop(s)/Office(s) /Retail Outlet(s) /Restaurant(s) / Hotel(s)/Banquet Hall(s) / Shopping-cum- Office Space (SCOs)/Club/Multiplex(es) / Food Court(s) according to the Payment Plan opted/applicable by/to the Allottee(s) as also receipt of all applicable sanctions from competent Statutory Authorities by the Company for the Proposed Project."

A bare perusal of Clause 9 of the Agreement makes it clear that delay in handing over possession of the unit to the complainant was beyond the control of the respondent Company, thereby constituting a force majeure



condition. Consequently, the periods from 08.08.2009 to 13.08.2013 and from 01.02.2016 to 21.02.2022 should be treated as zero period.

- B. Cancellation of License:** That the respondent Company's License No. 54 of 2009 for developing the commercial complex was cancelled by the Directorate, Town and Country Planning, Haryana, through an order dated 31.08.2016. Consequently, the State took over the project under Rule 19 of the Haryana Development of Regulations of Urban Areas Rules, 1976, assuming full responsibility for its completion and the settlement of allottees.
- C. Appeal and Legal Proceedings:** That in response to the cancellation, the respondent Company filed Appeal No. 40 of 2016 before the Additional Chief Secretary, Town and Country Planning, seeking the restoration of License No. 54 of 2009 to enable the continuation of construction.
- D. Recognition of Zero Period:** That after extensive legal proceedings spanning over five years, the appeal was allowed on 21.02.2022. The Additional Chief Secretary, Government of Haryana, Town & Country Planning Department, acknowledged that construction was not feasible from 08.08.2009 to 13.08.2013 and 01.02.2016 to 21.02.2022. This was due to the non-release of the land from acquisition and restricted access caused by the elevation of the highway. These circumstances were deemed Force Majeure, absolving the respondent Company of responsibility for the delays. The Additional Chief Secretary further directed the renewal of License No.



54 of 2009, enabling the respondent Company to resume construction. Copy of this order is annexed as Annexure R-1 in the reply of the respondent Company.

E. License Renewal and Consequences: That pursuant to the said order, the Director, Town and Country Planning, renewed License No. 54 of 2009 on 04.07.2022, extending its validity until 20.02.2024.

F. Alternative Unit Offer: That as the project faced significant delays due to the cancellation of the license and subsequent legal proceedings, the respondent Company was unable to complete the construction and hand over possession within the stipulated time. Recognizing the inconvenience caused to the complainant, the respondent Company, in good faith, offered an alternative unit via letter dated 05.06.2023 as a feasible solution to mitigate the impact of the delay.

F. REPLY ON BEHALF OF RESPONDENT NO.2

7. Notice was served to the respondent no.2 on 28.12.2022 which got successfully delivered on 02.01.2023. Despite giving multiple opportunities, no one appeared on behalf of respondent no.2 and failed to file its reply till date. Therefore, Authority deems it fit to struck off the defence of the respondent no.2 and decide the complaint ex-parte against the respondent no.2 on the basis of record available on the file.



G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

8. During the course of hearing on 29.09.2025, "*.....Vide order last order dated 07.07.2025, complainant was directed to file the receipts of the paid amount or an affidavit of the paid amount alongwith the bank statement,*

Today, Ld. counsel for the complainant requested for some more time to file the receipts.

On the other side, Ld. counsel for respondent stated that written submissions are already on record at Annexure R-1 of the reply regarding treating zero period from 08.08.2009 to 13.08.2013 and 01.02.2016 to 21.02.2022,

Authority observes that complainant has claimed to have paid an amount of ₹10,52,475/- but receipt of only an amount of ₹5,45,000/- has been annexed at page 54 of the complaint. Authority grants one last opportunity to the complainant to file the proper receipts within 4 weeks of uploading of the order, failing which, complaint will be decided on the basis of record available in the file."

H. ISSUE FOR ADJUDICATION

9. Whether the complainant is entitled to refund of the amount deposited with the respondent no.1 along with interest in terms of Section 18 of the RERA Act of 2016?



I. OBSERVATIONS OF THE AUTHORITY

10. The Authority has gone through the facts of complaint and reply alongwith written submissions filed by the respondent no.1. In light of the background of the matter, Authority observes that complainant booked a shop/unit in the project of respondent no.1 (M/s Aerens Goldsouk Projects (Hissar) Pvt. Ltd) namely; "Gold Souk Connaught Place Hisar, situated in village Hisar, Vakya mauja Hisar, Tehsil and district Hisar. Complainant was allotted shop no.G-6, ground floor, admeasuring 383 sq. ft in said project vide allotment letter which is undated. Unit buyer agreement was executed between the parties on 20.05.2016 for basic sale price of ₹20,29,900/-. Complainant claimed that he had paid an amount of ₹10,52,475/- to the respondent no.1. It is observed in order dated 15.11.2023, that complainant had paid an amount of ₹10,52,475/- but receipt of only an amount of ₹5,45,000/- has been annexed at page 54 of the complaint. Therefore, complainant was directed to prove his payment along with proofs. Inspite of various directions by the Authority vide orders dated 15.01.2024, 22.07.2024, 28.10.2024, 17.02.2025, 07.07.2025 and 29.09.2025, complainant failed to prove the same till date. On perusal of file, it reveals that complainant paid an amount of ₹5,45,000/- on 13.04.2015. Further, unit buyer agreement dated 20.05.2016 mentions that complainant paid an amount of ₹5,07,475/- as an advance payment of sale consideration, therefore in absence of exact date for said amount and despite various opportunities to prove the same by the complainant, date of




payment is taken as the date of execution of unit buyer agreement, i.e, 20.05.2016. Meaning thereby, complainant had paid an amount of ₹10,52,475/- to the respondent no.1 till the year 2016.

11. Now main question which arises in the present complaint is what is the deemed date of possession. In this regard, Authority examined the contractual framework governing the relationship between the parties. While the undated allotment letter envisaged delivery of possession by December 2014 with a grace period of six months, the subsequent execution of the Unit Buyer Agreement supersedes the prior arrangement to the extent of inconsistency. The unit buyer agreement, being the final and binding instrument between the parties, constitutes the operative document for determining the rights and obligations concerning delivery of possession. Clause 9.2 of unit buyer agreement is reproduced for reference:

Clause 9.2 The Owner Seller/Vendor on completion of the construction of the Multi- Storeyed Building(s)/ Commercial Complex(es) shall issue Final Call Notice to the Buyer(s)/Vendee(s), who shall within 30(Thirty) days thereof, remit all dues and take possession of the said Unit.

As per this clause, possession shall be taken by the allottee within 30 days of the issuance of a "Final Call Notice" upon completion of construction. However, the clause conspicuously lacks any determinable timeline or outer limit within which the promoter/respondent no.1 is obligated to complete



construction or issue such notice. The omission of a specific completion date renders the clause vague, indeterminate, and incapable of furnishing a definite possession timeline. Consequently, reliance cannot be placed on Clause 9.2 for determination of the expected date of possession.

12. Respondent in its reply has sought to justify the prolonged delay by invoking force majeure conditions, contending that the periods **08.08.2009 to 13.08.2013** and **01.02.2016 to 21.02.2022** ought to be treated as "zero period". For the reason that the respondent Company's License No. 54 of 2009 for developing the commercial complex was cancelled by the Directorate, Town and Country Planning, Haryana, through an order dated 31.08.2016. Consequently, the State took over the project under Rule 19 of the Haryana Development of Regulations of Urban Areas Rules, 1976, assuming full responsibility for its completion and the settlement of allottees. In response to the cancellation, the respondent Company filed Appeal No. 40 of 2016 before the Additional Chief Secretary, Town and Country Planning, seeking the restoration of License No. 54 of 2009 to enable the continuation of construction. That after extensive legal proceedings spanning over five years, the appeal was allowed on 21.02.2022. The Additional Chief Secretary, Government of Haryana, Town & Country Planning Department, acknowledged that **construction was not feasible from 08.08.2009 to 13.08.2013 and 01.02.2016 to 21.02.2022**. This was due to the non-release



of the land from acquisition and restricted access caused by the elevation of the highway. These circumstances were deemed Force Majeure, absolving the respondent Company of responsibility for the delays. The Additional Chief Secretary further directed the renewal of License No. 54 of 2009, enabling the respondent Company to resume construction. Copy of order is annexed as Annexure R-1 in the reply. Pursuant to the said order, the Director, Town and Country Planning, renewed License No. 54 of 2009 on 04.07.2022, extending its validity until **20.02.2024**.

13. Authority has perused the said order and finds that the force majeure periods recognized therein must, in law and equity, be excluded from computation of the construction timeline. Nevertheless, even after exclusion of such periods, the respondent no.1 remains bound to complete construction within a reasonable period. The Hon'ble Supreme Court, in **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr., 2018 STPL 4215 SC**, has held that three years is a reasonable period for completion and delivery of possession in the absence of a specific contractual stipulation. Applying this judicial benchmark and adding the force majeure periods, the deemed date for delivery of possession comes to 21.02.2025.
14. Considering 21.02.2025 as the date for handing over of unit, the respondent no.1 has not disclosed—either in its reply or written submissions—the current status of construction, the stage of completion, or the status of the



occupation certificate. No documents such as progress reports, completion certificates have been produced. The complete absence of documentary evidence to demonstrate readiness to hand over possession clearly indicates that the project is nowhere near completion, and that the respondent no.1 is incapable of offering lawful possession, even by the deemed date of 21.02.2025. Respondent no.1 has contended in its reply that an alternative unit was offered to the complainant on 05.06.2023 is a unsubstantiated assertion. The respondent no.1 has failed to produce any document such as an offer letter, communication record, or any simultaneous correspondences to support such plea. As the proceedings before the Authority are summary in nature, which are premised upon documentary evidence, mere statements without proof cannot be accepted. Accordingly, the plea of alternative offer of unit by the respondent no.1 stands rejected.

15. Further, material on record indicates that the respondent no.1 continued to collect payments from the complainant in the year 2015, a period not covered by any force majeure declaration. Despite being aware of the legal proceedings, cancellation of license, and administrative issues, the respondent no.1 neither ceased accepting payments nor apprised the complainant of the true status of the project. By doing so, it continued to convey the impression that the project was proceeding on track and, in fact, given the complainant no indication for any ground for concern. This conduct amounts to suppression of material facts. Such conduct is



inconsistent with the statutory obligations of a promoter under the RERA Act, which mandate transparency, good faith, and fair dealing with allottees.

16. Additionally, even after recognition of force majeure by the competent authority in February 2022, the respondent no.1 did not refund the deposited amount, despite knowing that the complainant was deprived of possession for over a decade. The complainant filed the present complaint on 26.12.2022, yet the respondent no.1 has not refunded any amount till date. This sustained inaction demonstrates a continuing failure on the part of the respondent no.1 and strengthens the inference that the project is incapable of being completed within any foreseeable time.

17. Despite making substantial payment towards booking of unit complainant has sought relief of refund of paid amount for the reason that respondent no. 1 is not in a position deliver a valid possession of the unit in coming years . Complainant had invested his hard earned money in the project with hopes of timely delivery of possession. Fact remains that respondent no. 1 is yet to receive occupation certificate meaning thereby that a valid possession is yet to be offered to the complainant. Furthermore, the act of respondent in not completing the construction and receiving of occupation certificate till date, i.e., year 2025 strengthens the belief of complainant as well as the Authority that possession of booked unit is not possible even in near future and in these circumstances, complainant cannot be forced to wait for an indefinite period in hope of getting possession of unit. Additionally, complainant has



unequivocally stated that he is interested in seeking refund of the paid amount along with interest on account of inordinate delay caused in delivery of possession.

18. When an allottee becomes a part of the project it is with hopes that he will be able to enjoy the fruits of his hard earned money in terms of a safety and security of his own home. However, in this case due to peculiar circumstances complainant has not been able to enjoy the fruits of his investment capital as the possession of the unit in question is shrouded by a veil of uncertainty. Complainant had invested an amount of ₹10,52,475/- with the respondent no. 1 by the year 2015 to gain possession of a unit. However, respondent no. 1 is not in a position to offer a valid offer of possession to the complainant since the project is yet to receive occupation certificate. Since respondent no. 1 is not in a position to offer a valid offer of possession in foreseeable future, complainant who has already waited for so many years does not wish to wait for a further uncertain amount of time or a valid possession. Complainant is at liberty to exercise his rights to withdraw from the project on account of default on the part of respondent no. 1 to deliver possession and seek refund of the paid amount along with interest as per section 18 of RERA Act, 2016.

19. 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(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.”

The decision of the 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.

20. Authority observes that the project is already delayed by several years. It is still not complete and admittedly respondent no.1 is not in a position to complete the project within reasonable time. The complainant wishes to



withdraw from the project of the respondent no.1, therefore, the Authority finds it to be a case fit for allowing refund in favour of the complainant. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

"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"



21. Further, 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;

22. Rule 15 of HRERA 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%:



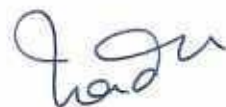
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

23. Hence, Authority directs the respondents to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate SBI (MCLR)+ 2 % which as on date works out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount.

24. Authority has got calculated the interest on total paid amount from date of payments till date of order (i.e 15.12.2025) and same is depicted in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 15.12.2025
1.	₹5,45,000/-	13.04.2015	₹6,28,915/-
2.	₹5,07,475/-	20.05.2016	₹5,25,099/-
	Total=₹10,52,475/-		₹11,54,014/-
Total amount to be refunded by respondent to complainant= ₹10,52,475/- + ₹11,54,014/- = ₹22,06,489/-			

25. Complainant has made Director, Town and Country Planning, Haryana as respondent no.2, however, no specific relief has been sought by the complainant from respondent no.2. Therefore, no direction is passed against respondent no.2



F. DIRECTIONS OF THE AUTHORITY

26. Hence, 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 no.1 is directed to refund the entire paid amount of ₹10,52,475/- with interest of ₹11,54,014/- to the complainant. It is further clarified that respondent no.1 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 no.1 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.

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



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NADIM AKHTAR
[MEMBER]