



Complaint No. 810 of 2025

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	810 of 2025
Date of Filing:	28.05.2025
First Date of Hearing:	22.07.2025
Date of Decision:	06.03.2026

Subasini Samal w/o Mr. D G Samal
R/o 1049, C Block, Near DPS School, Maruti Kunj,
Bhondsi (168), Gurugram, Haryana-122102

.....COMPLAINANT

VERSUS

M/s M G Housing Private Limited
G-127, 12th Floor, Himalaya House 23,
Kasturba Gandhi Marg, New Delhi-110001

.....RESPONDENT

Coram: **Sh. Chander Shekhar** **Member**

Hearing: 4th

Present: Mr. Jasjit Singh, Advocate, for the Complainant through VC.

Ms. Vardhini Gupta, Advocate, for the Respondent.

CSH

ORDER:

Present complaint was filed on 28.05.2025 by the complainant under Section 31 of The Real Estate (Regulation and 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:

Sr. No.	Particulars	Details
1.	Name of the project	Anandam Awas, Sector-19, Village-Gali Alawarpur, Tehsil Dharuhera, Rewari
2.	Nature of the project	Residential
3.	RERA Registered/not Registered	Registered vide Registration No. 51 of 2017 dated 12.08.2017
4.	Details of Unit	Plot No. G-15, First Floor, Block G measuring 164 sq. yds.
5.	Allotment letter Dated	03.05.2018

6.	Date of Flat Buyer Agreement	03.05.2018
7.	Due Date of Possession	<p><i>"6.1. The Developer, subject to Force Majeure, undertakes to complete the construction work of the said Flat with 36 (Thirty-Six) months from the date of execution of this agreement ("Delivery Date") and shall thereafter apply to obtain the Occupancy Certificate/Part Occupancy Certificate/Part Completion Certificate/Complete Certificate. On receipt of the said certificates and subject to clauses 6.4, 6.5 and 6.6 will offer the possession of the Flat to the Buyer within three months from the date of receipt of such certificates. In case there are any delays due to Force Majeure conditions (defined hereinafter) or circumstances beyond the control of the Developer, the Developer shall keep the Buyer fully informed and communicate new estimated date of possession."</i></p> <p>Due Date of Possession: 03.05.2021 (36 month from date of Flat Buyer Agreement)</p>
8.	Total Sale Consideration	₹35,44,094/- (Basic Sale Consideration- ₹33,75,328/-)
9.	Amount Paid by the Complainant	₹14,80,720/-
10.	Whether Completion Certificate received or not.	Obtained, however revoked on 22.03.2022 as per pleadings
11.	Handing over possession/Possession certificate	Possession not offered

Csh

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

3. Brief facts of the case are that the respondent promoter issued an advertisement through hoardings, pamphlets and property brokers, inviting applications for purchase of residential plots in their residential project namely "Anandam Awaas" located at Sector-19, Dharuhera, District Rewari, Haryana; having registered with HRERA, Panchkula vide registration no. 51 of 2017 dated 12.08.2017.

The complainant, an employee of Maruti Udyog Pvt. Ltd. alongwith co-workers visited the office of the respondent and enquired whether the plot being allotted in the subject project was freehold or not and whether the plot could be mortgaged with the bank for taking loan or not; the respondent replied in affirmative.

4. The complainant on 03.05.2018 booked Flat no. G-15, First Floor, Block G measuring 164 sq. yards having Total Sale Consideration of ₹35,44,094/-, wherein the complainant made 5% payment of the Total Sale Consideration i.e. ₹1,80,000/- through HDFC cheque no. 409108 which got cleared on 03.05.2018.

5. The complainant stated that on 03.05.2018, the respondent executed the Flat Buyer Agreement, copy of which is annexed as Annexure C-2 and issued an allotment letter, copy of which is annexed as Annexure C-3. She

further stated that the possession of the flat in question will be given within 36 months from the date of execution of Flat Buyer Agreement i.e. on or before 02.05.2021. Thereafter, the respondent raised unlawful demands, as till date no construction work qua the flat in question has been commenced, however, the complainant made all the payments as per undisputed ledger, copy of which is annexed as Annexure C-4. Total payment made by the complainant to the respondent till date is ₹14,80,720/-.

6. The complainant stated that under heading 'Recitals' in para B of the Flat Buyer Agreement, the respondent stated that it has received letter of Intent and License from the DTCP, Haryana. However, on 22.03.2022, notice was affixed by DTCP on project site whereby it was intimated that the completion certificate granted by the DTCP, Haryana has been revoked.

7. The complainant stated that she visited the project site and found that as per Flat Buyer Agreement specifications, none of the works was complete. The complainant stated that after seeing no developmental progress in the project, she emailed several representations to the respondent wherein she requested the respondent to refund the deposited amount alongwith interest, copy of emails annexed as Annexure C-5. However, the respondent being ignorant and ardent deliberately did not respond to such representations made by the complainant but on 04.02.2023 (copy of email annexed as Annexure C-6), Mr. Ravi Gupta, Manager, emailed to the complainant, wherein, he

assured the complainant that refund will be done by 31.03.2023. The complainant stated that till today no refund has been made by the respondent.

8. The complainant stated that the respondent has neither completed the project nor commenced any work on the flat in question as per the Flat Buyer Agreement till date and the respondent has been exploiting the complainant and putting pressure on her to exit from the project by leaving the flat in question and money paid as it is. The complainant submitted that the present case is squarely covered by the decisions rendered by this Authority in Complaint Nos. 94, 95, 98 and 99 of 2022, a copy of combined judgment is annexed as Annexure C-1.

C. RELIEF SOUGHT:

9. The complainant in her complaint has sought the following reliefs:

(i) To direct the respondent to refund the paid amount i.e. ₹14,80,720/- with interest as per provisions of the Act from the respective dates of payment till its realization.

(ii) To direct the respondent to pay compensation of ₹2,00,000/- for rendering mental agony with no fault of the complainant and moreover, the cost of the flat in the vicinity has risen sky high, resultantly the complainant will have to buy a flat on much higher cost.

Ch

(iii) To direct the respondent to pay ₹50,000/- as litigation expenses.

(iv) Any other relief which this Hon'ble Authority deems fit and proper may also be granted in favour of the complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

10. Upon receipt of notice, the respondent filed its reply on 14.10.2025 and stated that the complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law. The respondent stated that the complaint was filed by the complainant seeking delay compensation in respect of delay in completion of the residential project being constructed and developed under the name of "Anandam Awas" situated at Sector-19, Dharuhera, District Rewari, Haryana being RERA Registration no. 51 of 2017 dated 12.08.2017.

11. The respondent stated that the complainant, after having done due diligence, had approached the respondent showing his interest and desire to purchase a plot in the subject project of the respondent. Pursuant to a series of negotiations and being satisfied with the representations made by the respondent, the complainant had booked a plot in the project of respondent. The respondent vide Allotment Letter dated 03.05.2018 allotted Plot No. G-15 First Floor in Block G to the complainant in the project. Copy of Allotment Letter dated 03.05.2018 is annexed as Annexure R-2.

12. The respondent stated that the Allotment Letter categorically mentioned that the allotment of the plot would be provisional and the allottee would be bound by the terms and conditions forming part of the Application Form. Pursuant to the allotment on the same date, a Flat Buyer Agreement dated 03.05.2018 was executed between the parties. In terms of the Flat Buyer Agreement and Allotment letter, the complainant agreed to purchase the said plot from the respondent for a Total Sale Consideration of ₹35,44,094/-. Further, the complainant agreed to make the above payment in accordance with the payment plan as envisaged under the Flat Buyer Agreement. Copy of the Flat Buyer Agreement dated 03.05.2018 is annexed as Annexure R-3.

13. The respondent stated that in terms of the Flat Buyer Agreement, the respondent was to deliver the possession of the plot to the complainant on payment of all dues. A perusal of the terms and conditions of the Allotment Letter/Flat Buyer Agreement makes it abundantly clear that there was no specific timeline to execute Conveyance Deed/Sale Deed. The execution of the Conveyance Deed/Sale Deed was subject to timely payment of the instalments as per the payment structure opted by the complainant. Thus, timely payment of the instalments was the essence of the contract.

14. The respondent stated that Section 19 provides for Right and Duties of allottees which they are required to adhere to at all times and in full letter and spirit. Section 19 (6) and (7) specifically casts an obligation on the

allottee to make all necessary payments as per terms of Flat Buyer Agreement.

The relevant provisions are reiterated as below:

"... (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)...."

15. The respondent stated that the complainant was obligated to adhere to all the terms and conditions that were specifically agreed upon regarding the allotment of the plot in the project and also in view of the provisions of Section 19(6) and (7) of Real Estate (Regulation and Development) Act, 2016. These terms and conditions of the Flat Buyer Agreement and Allotment letter were willingly accepted and signed by the complainant. The complainant, instead of complying with the respective timeline of payment, chose to get involved in baseless allegations against the registration of the project being revoked by the Authority which is absolutely baseless and false.

 16. The respondent stated that the complaint filed by the complainant as well as the prayer clause is barred by virtue of statutory principle of legal maxim i.e. "*Nullus Commodum Capere Protect De Injuria Sua Propria*" which means that no man can take advantage of his own wrong i.e. a party may not

derive an advantage from its own unlawful acts. The complainant, instead of making the respective payment as per the timeline in conformity with Section 19 (6) and (7) of Real Estate (Regulation and Development) Act, 2016, chose to file this frivolous complaint. The aforesaid principle of law has also been settled by the Hon'ble Supreme Court of India in the matter titled "*Eureka Forbes Limited vs. Allahabad Bank and Ors.*" vide its judgment dated 03.05.2010. The relevant para is reproduced as below:

37. "Maxim Nullus commodum capere potest de injuria sua propria has a clear mandate of law that, a person who by manipulation of a process frustrates the legal rights of others, should not be permitted to take advantage of his wrong or manipulations. In the present case Respondent Nos. 2 & 3 and the appellant have acted together while disposing off the hypothecated goods, and now, they cannot be permitted to turn back to argue, that since the goods have been sold, liability cannot be fastened upon respondent Nos. 2 & 3 and in any case on the appellant."

17. The respondent admitted that the complainant has paid an amount of ₹14,80,720/- out of the Total Sale Consideration. The respondent further stated that from 2020 to 2022, construction activities were severely impacted by the COVID-19 pandemic. Post resumption, the respondent undertook best efforts to revive the project. However, unavoidable financial stress, inflationary escalation and circumstances beyond the respondent's control adversely affected the project timelines. These conditions fall squarely within the 'force majeure' provisions of the Flat Buyer Agreement, insulating the respondent from any

liability to pay delay compensation. Clause 14.2 of the Flat Buyer Agreement dealing with 'Force Majeure' provides as under:

"Force Majeure" means any event or combination of events or circumstances beyond the control of a Party which cannot be prevented, or cause to be prevented, and which adversely affects and makes it impossible to perform obligations under this Agreement, which shall include:

i) Acts of God, i.e. fire, flood earthquake, natural disasters or acts of like nature;

ii) Air crashes;

iii) War and hostilities of war, riots or civil commotion of a prolonged nature of at least 6 month(s);

iv) Any event or circumstance analogous to the foregoing; and

(v) Any action/proceeding by the Government/statutory Authorities or judicial authority."

18. The respondent stated that notwithstanding the fact that performance of the respondent was affected by force majeure event and also on account of delay in payment/default on part of the complainant, the respondent in good faith expressed its readiness to refund the principal amount received. However, the complainant, having malafide intentions, has unreasonably insisted on delay charges and incidental amounts, which are wholly unsustainable and due to force majeure circumstances. The respondent had at all times kept the complainant aware with the status of the project and has provided all the information as and when sought for by the complainant.

Coh

19. The respondent stated that as per the Flat Buyer Agreement entered into between the respondent and the complainant, both the parties have agreed upon their respective liabilities/obligations in case of breach of any of the conditions specified therein. As such even assuming without admitting that the present complaint is maintainable even then the complainant cannot claim reliefs which are beyond the compensation agreed upon by the complainant as enumerated under Flat Buyer Agreement and violation of provisions of Section 19 (6) and (7) of Real Estate (Regulation and Development) Act, 2016.

20. The respondent submitted that the dispute between the parties involved complicated questions of facts and law, which necessarily entails the leading of evidence. The issues raised by the complainant cannot be addressed in a complaint before this Hon'ble Authority which follows a summary procedure. In view of the above, the complaint is liable to be dismissed.

21. The respondent stated that without prejudice to the above and without admitting any liability, the respondent wishes to extend a fair offer to the complainant, providing her with an option to exit the project and the respondent is ready and willing to offer a refund of money paid by the complainant along with RERA rate of interest as the project stands scrapped by the respondent. The respondent, being a customer-oriented organization, is making such an offer to readdress the concerns of the complainant in a reasonable manner. However, the complainant has denied to accept the said bonafide offer of the respondent.

22. The respondent denied that there is any breach of contract, false promises, gross unfair trade practice and deficiency in service committed by the respondent. It is denied that the respondent did not reply to their letters, emails, personal visits, telephone calls, seeking information about the status of the project and delivery of the project and delivery of possession of her plot.

E. REJOINDER FILED BY COMPLAINANT

23. The complainant filed rejoinder on 16.10.2025 wherein the complainant reiterated the pleadings of the complaint and stated that the complainant has fully adhered to all contractual terms and payment timelines envisaged under the Flat Buyer Agreement, having paid ₹14,80,720/- without any default. The complainant stated that the respondent has failed to honour refund despite repeated assurances and not deposited or tendered any amount before the Authority to demonstrate bona fides.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

24. During oral arguments, learned counsel for the complainant reiterated the facts and allegations made against the respondent promoter in the complaint and rejoinder. He further stated that till date, no amount has been refunded by the respondent and requested the Authority to direct the respondent to refund the amount paid by the complainant alongwith RERA rate of interest.

Csh

25. Learned counsel for the respondent reiterated arguments as were submitted in the reply and stated its willingness to refund the paid amount along with interest.

G. ISSUE FOR ADJUDICATION

26. Whether the complainant is entitled to refund of the amount deposited by her alongwith interest in terms of Section 18 of Act of 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

27. The Authority has duly examined the contentions and submissions presented by both the parties. Based on the factual matrix outlined above and a review of the arguments advanced, the Authority makes the following observations:

(i) It is an admitted position on record that the complainant was allotted Plot No. G-15, Block G on First Floor, in the project namely 'Anandam Awas', Sector-19, Dharuhera, District Rewari, Haryana, vide Allotment Letter and Flat Buyer Agreement both dated 03.05.2018. The Total Sale Consideration of the unit was ₹35,44,094/-, out of which the complainant has paid an amount of ₹14,80,720/-, which fact has also been admitted by the respondent.

(ii) Since both the parties have admitted 03.05.2018 as the date of execution of the agreement, although the handwritten date mentioned in the Flat Buyer Agreement submitted by the respondent along with the

reply is 04.05.2018. The Authority has decided to consider 03.05.2018 as the date of the Flat Buyer Agreement.

(iii) As per Clause 6.1 of the Flat Buyer Agreement, the possession of the unit was to be delivered within 36 months from the date of execution of the Agreement i.e. on or before 03.05.2021, subject to force majeure conditions. It is not in dispute that the possession of the unit has not been offered to the complainant till date. Further, both the parties have not submitted any document pertaining to completion of the construction of the project, therefore, it is presumed that no Occupation Certificate has been received for the subject Flat. The respondent has also stated before this Authority that the project stands scrapped and has expressed willingness to refund the principal amount alongwith interest as per RERA Act.

(iv) Section 18(1)(a) of the Act of 2016 provides that if the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale, he shall be liable on demand to the allottee, in case, the allottee wishes to withdraw from the project, to return the amount received by it in respect of that apartment with interest at such rate as may be prescribed under the Act.

(v) In the present case, the respondent has failed to offer possession of the unit within the agreed timeline i.e. by 03.05.2021. Even

CA

after expiry of more than four years from the due date of possession, no offer of possession has been made till date. The plea of force majeure taken by the respondent on account of the COVID-19 pandemic does not come to its rescue in the facts and circumstances of the present case. The possession was due in May 2021; even if a reasonable extension is considered for the pandemic period, the respondent has neither completed the project nor offered possession till date. Moreover, the respondent itself has admitted that the project stands scrapped and has expressed willingness to refund the amount received from the complainant.

(vi) The contention of the respondent that the complainant has defaulted in making payments is not substantiated by any cogent evidence on record. The respondent has admitted receipt of ₹14,80,720/- and has not placed any specific evidence to show that the complainant was in default which disentitled her from seeking relief under Section 18. In any case, once the promoter has failed to complete the project and offer possession within the stipulated period, the allottee cannot be compelled to wait indefinitely.

Ch
(vii) The plea that the dispute involves complicated questions of fact and law and cannot be adjudicated in summary proceedings is also untenable in the eyes of law. The issue involved in the present case is limited to delay in handing over possession and entitlement of refund under Section 18 of the Act of 2016, which squarely falls within the

jurisdiction of this Authority leaving aside compensation which is to be decided by the Adjudicating Officer, if pursued by the complainant at a later stage.

(viii) Fact remains that no amount has been refunded by the respondent to the complainant. The respondent is not entitled to wrongfully enrich itself over the hard earned money of the complainant. Therefore, equity demands that the complainant is entitled to receive a refund of her paid amount from the respondent subject to the terms of agreement/RERA, Act 2016.

(ix) The complainant has categorically pleaded in the complaint that she seeks refund of the amount paid by her along with interest. The said prayer flows from the continuing contractual relationship between the parties, which has neither been validly terminated nor lawfully brought to an end by the respondent. Accordingly, this Authority holds that the contractual relationship between the parties continues to subsist and the respondent's objection regarding the maintainability of the present complaint is devoid of merit and is hereby rejected.

(x) Further, the 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

Gh

deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgment 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.

(xi) In the present complaint, the project did not get completed within the time stipulated as discussed above and the possession of the flat is not possible due to some unforeseen circumstances as stated by the respondent promoter in its reply. The complainant intends to withdraw from the project and is seeking refund along with interest. In

Cth

these circumstances, the Authority finds it to be a fit case for allowing refund along with interest in favor of the complainant.

28. 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;

29. 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 date i.e. 06.03.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

30. 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

CR

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".

31. Thus, the respondent will be liable to pay the complainant interest from the dates when the amounts were paid till the actual realization of the amount. Authority directs the respondent company to refund the paid amount of ₹14,80,720/- (as per details given in the customer ledger dated 06.01.2023 attached with the complaint) 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 (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 to the complainant.

32. The Authority has got calculated the total amount payable to the complainant, including interest at the prescribed rate of 10.80% per annum under the Haryana RERA Rules, 2017, up to the date of this order. Accordingly, the total amount payable works out to be **₹25,30,279/-**, as per the details reflected in the table below:

Sr. No.	Principal Amount	Date of payment	Interest Accrued till 06.03.2026
1.	₹1,80,000/-	03.05.2018	₹1,52,591/-
2.	₹3,44,474/-	15.06.2018	₹2,87,637/-
3.	₹1,72,000/-	09.10.2018	₹1,37,717/-
4.	₹3,44,474/-	09.11.2018	₹2,72,654/-
5.	₹4,39,772/-	29.12.2021	₹1,98,960/-

	Total Paid = ₹14,80,720/-		Total Interest= ₹10,49,559/-
	Total Payable to Complainant	₹14,80,720/-+ ₹10,49,559/- = ₹25,30,279/-	

33. Regarding relief of compensation, 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 and litigation charges under Sections 12, 14, 18 and Section 19 of the RERA Act, 2016 which is to be decided by the learned Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expenses 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 and legal expenses. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of compensation and other expenses.

I. DIRECTIONS OF THE AUTHORITY

Coh 34. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA 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 ₹14,80,720/- along with interest of ₹10,49,559/- (totaling to ₹25,30,279/-) to the complainant. It is further clarified that the 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 by this Authority in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

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

06.03.2026
Monika
(Law Associate)


.....
(CHANDER SHEKHAR)
MEMBER