



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	181 of 2021
Date of filing.:	18.02.2021
First date of hearing.:	30.06.2021
Date of decision.:	03.02.2026

Rishi Paul
Flat no. 501 ,Wing-1 ,Lodha
Amara,Kolshet Road,Thane West

....COMPLAINANT

VERSUS

Meenal Housing Pvt. Ltd.
A-90 ,S-1,Dilshad Colony
New Delhi

....RESPONDENT

CORAM: Dr. Geeta Rathee Singh

Member

Present: - Adv. Puncet Bhushan, Ld. Counsel for complainant through
V.C
Adv. Neetu Singh, Ld. Counsel for Respondent through
V.C

Geeta Rathee

ORDER (DR. GEETA RATHEE SINGH - 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:

S.N o.	Particulars	Details
1.	Name of the project.	SEMEION located at village Sarai Khwaja, Sector 41, Suraj Kund, Faridabad, Haryana
2.	Nature of the project.	Residential Group housing
3.	RERA Registered/not registered	Registered



4.	Details of the unit.	Flat No. 602-B,6 th Floor,3 BHK
5.	Date of Allotment	NA
6.	Date of Flat Purchase Agreement	03.09.2015
7.	Due date of possession	<p>As per clause of flat purchase agreement 6(i)-“That the Company hereby assures that possession of the Flat shall be handed over to allottee(s) on or 36 Month from starting date of construction with further grace period of six months. However, if the construction of the group housing scheme/society is delayed due to any force majeure or any other supervening circumstances, the company shall not be liable to delay.</p> <p>ii. That, if there is delay in handing over the possession of the flat by the company to the allottee(s), the company agrees to pay to the allottee(s) compensation to be calculated at the rate of Rs. 10/- per sq. ft. per month (Rupees Five only per sq. ft.) for the period of delay except for the circumstances stated above. However, the company shall not be liable for any compensation for the grace period of six months.</p> <p>iii. That the company shall handover the possession of the flat to the allottee(s).The company shall have right to withhold possession in case all dues including maintenance charges ,as required, is not paid in full by the allottee(s) to the company within the stipulated period in accordance with the payment plan chosen by the allottee(s).</p>



		iv. The allottee(s) shall ensure that he/she/it comes forward to get the sale deed/conveyance deed get executed in his/her/their favour, on getting the offer of possession of the flat by the company subject to payment of entire cost of flat or any other dues, but not later than sixty days from the date of offer of possession of the company at the rate of Rs.5/- per sq. ft. per month (Rupees Five only Per sq. ft.) for the inconvenience caused to the company
8.	Total sale consideration	₹1,17,00,000
9.	Amount paid by complainant	₹72,07,794/- (As per ledger account filed by Respondent annexed as annexure R-6)
10.	Offer of possession.	N/A

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. The complainant had applied for a 3 BHK flat with the respondent company and was allotted 3 BHK Flat No. 602-B, 6th Floor, having a super area of 1520 sq. ft. in the project, namely "SEMEION" situated at Village Sarai Khawja, Sector-41, Surajkund, Faridabad, Haryana, for a total sale consideration of ₹1,17,00,000/-.
4. It is submitted that a flat purchase agreement dated 03.09.2015 was duly executed between Mr Rishi Paul, and the respondent company. A copy of

Rishi Paul

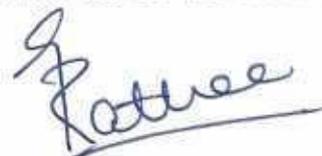
the said flat purchase agreement is annexed herewith as **Annexure P-2**. As per Clause 6(i) of the flat purchase agreement, the respondent company assured that possession of the flat would be handed over within 36 months from the date of commencement of construction, with a further grace period of six months. It was further provided that in the event of delay due to force majeure or supervening circumstances, the company would not be liable for such delay. Accordingly, the respondent company was under an obligation to deliver possession of the flat by February 2017. However, to date, the said project remains incomplete, and possession has not been handed over

5. That the complainant has deposited a sum of approximately ₹80,00,000/- with the respondent company towards the said flat. Copies of the payment receipts are annexed herewith as **Annexure P-3**. That, due to the inordinate delay in handing over possession, complainant has, through various emails, informed the respondent company that they have failed to deliver possession within the stipulated time and that complainant no longer requires the flat. The flat was purchased primarily for the residence of complainant's aged parents, as complainant resides outside the NCR area due to professional commitments. Faridabad was chosen as it is suitable for residential accommodation for complainant's parents, while complainant himself is working in Mumbai and can conveniently



travel to NCR by flight in case of any emergency. Owing to the prolonged delay, the very purpose of purchasing the flat has been frustrated.

6. Despite repeated requests for a refund of the deposited amount of approximately ₹80,00,000/-, the respondent company has failed to refund the said amount. Instead, the respondent company has been raising illegal and unjustified demands from complainant in an attempt to extract more money, despite being fully aware that they have miserably failed to deliver possession within the time stipulated under the flat purchase agreement dated 03.09.2015. The respondent company is not entitled to demand any further amount from complainant in respect of the flat in question.
7. It is further submitted that there are serious lapses and deviations in the architectural design and planning of the project. Several repairs have been undertaken merely to conceal the actual condition of the flat. The construction material used is of poor and sub-standard quality, contrary to the assurances made at the time of booking and as stipulated in the flat purchase agreement. It is apparent that the project suffers from major construction defects, and complainant believes that the said project is unsafe for human habitation.
8. That at the time of execution of the flat purchase agreement dated 03.09.2015, complainant had availed a housing loan for the purchase of the said flat and is continuously paying loan instalments to the concerned



bank/financial institution. Simultaneously, complainant is also residing in a rented accommodation due to the non-delivery of possession by the respondent company, thereby causing severe financial hardship. It is relevant to mention that complainant lastly visited the site office of the respondent in November and met with their officials. The officials of the respondent expressed their inability to hand over possession in the near future, as the residential unit has not yet been completed and furnished.

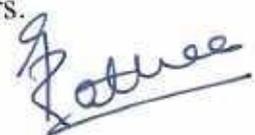
9. The respondent has failed to develop the project as promised at the time of booking and is misusing the unilateral and one-sided terms of the flat purchase agreement to harass complainant. Therefore, in terms of the provisions of RERA, complainant is entitled to the same rate of interest for delay in handing over physical possession as applicable for delayed payments by the allottee.
10. The complainant has invested his lifelong savings in the project based on the assurances given by the respondent-promoters. However, due to their failure to complete the project and deliver possession within the time, complainant has been cheated and harassed. The respondent-promoters have misappropriated the amounts paid by complainant, which have not been utilised for the timely development of the project, resulting in a complete loss of faith on the part of complainant.


A handwritten signature in blue ink, appearing to read 'Rattree', is written over a horizontal line.

C. RELIEF SOUGHT

11. In view of the facts mentioned above, complainants pray for the following reliefs):-

- i. To direct the respondent to return the whole amount paid by complainant to the promoters/respondents i.e 80 lakhs along with interest and penalty and damages.
- ii. To direct the respondent to pay the compensation to complainant-petitioner on account of delay in delivery of possession of the residential unit to complainant-petitioner because as per the agreement the Respondent –Promoters was liable to handover the possession within 2 years.
- iii. To direct the respondent to pay the interest @ 12% on the total amount paid by complainant – petitioner on account of delay in possession by the Respondent-promoter.
- iv. To direct the respondent to pay amount of ₹20,00,000/- on account of mental agony and physical harassment ,caused to complainant promoter
- v. To direct the respondent pay the litigation expenses amounting of ₹1,00,000/- to complainant-petitioner.
- vi. To direct the respondent to pay compensation to complainant –petitioner as this Hon'ble Commission may awarded on account of unfair trade practices of the Respondent-Promoters.



vii. Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of present case

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 23.08.2021 pleading therein:

12. That after carrying out proper and necessary due diligence, complainant booked a 3 BHK Unit No. 602-B, 6th Floor, admeasuring 1520 sq. ft. (super area) with the answering respondent in the project namely "SEMEION", situated at Sarai Khawaja, Sector-41, Surajkund, Faridabad, for a total sale consideration of ₹1,17,00,000/-. It is submitted that complainant paid a sum of ₹71,30,804/-, as against the incorrect and inflated amount of ₹80,00,000/- claimed by complainant.

13. That the present complaint is not maintainable before this Hon'ble Authority, as the project stands completed in terms of the Flat Purchase Agreement, and the answering respondent has always been ready and willing to offer and hand over possession of the fully developed unit. The delay, if any, has occurred solely due to the lethargy, unwarranted objections, and disputes raised by the Municipal Corporation, Faridabad. It is submitted that the unit in question is complete in all respects, and an application for Part Occupation Certificate was duly submitted on 05.04.2021.



14. That it is a settled principle of law that once possession is offered in accordance with law and contractual terms, the allottee is obligated to accept possession. Any delay on the part of the allottee in taking possession attracts holding charges, as provided under the flat purchase agreement.

15. That for the proper and effective adjudication of the present dispute, the Municipal Corporation, Faridabad, is a necessary and proper party, as the alleged delay is entirely attributable to it. However, the said Municipal Corporation is not amenable to the jurisdiction of this Hon'ble Authority. It is submitted that this Hon'ble Authority has jurisdiction only over disputes between promoters, allottees, and real estate agents, and therefore, the present complaint is not maintainable

16. That the pendency of the following litigations, clearly demonstrating the harassment suffered by the answering respondent at the hands of the Municipal Corporation, Faridabad, is brought to the notice of this Hon'ble Authority:

- a. CWP No. 5245 of 2023, wherein the Hon'ble High Court has been approached against the illegal actions of the Municipal Corporation, Faridabad. A copy of the order dated 15.03.2023 passed therein is annexed as **Annexure R-A.**



- b. Arbitration proceedings pending between Meenal Housing Private Limited and Municipal Corporation, Faridabad, relating to the completion of development works by the Municipal Corporation. A true copy of the Statement of Claim is annexed as **Annexure R-B**.

17. That it is pertinent to mention that the project land was purchased by M/s Meenal Housing Private Limited through an open auction conducted by the Municipal Corporation, Faridabad. After taking possession of the land on 16.08.2013, the answering respondent applied for the sanction of building plans, which were duly approved by the Municipal Corporation, Faridabad. Further, as per Clause 6 of the allotment letter dated 12.04.2013, the responsibility for carrying out construction of roads, sewer lines and connectivity through Surajkund Road, was vested with Municipal Corporation, Faridabad. However, to date, the said development works have not been completed. True copies of the allotment letter dated 12.04.2013 and the sanction letter dated 08.10.2013 are annexed as Annexure R-1 and Annexure R-2, respectively.

18. That all statutory approvals were obtained in a timely manner, including approval of the Fire Fighting Scheme on 24.12.2013, clarification under forest laws by the Divisional Forest Officer, Faridabad, on 10.01.2014, height clearance NOC from the Airports Authority of India on 03/04.02.2014, and



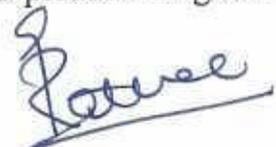
consent to establish from the Haryana State Pollution Control Board on 15.02.2014.

19. That pursuant thereto, the flat purchase agreement dated 03.09.2015 was executed, whereby 3 BHK Unit No. 602-B, 6th Floor, admeasuring 1520 sq. ft., was allotted to the complainant. A copy of the flat purchase agreement is annexed as **Annexure R-3**.

20. That despite force majeure circumstances, including the COVID-19 pandemic and the continued non-cooperative attitude of the Municipal Corporation, Faridabad, the answering respondent successfully completed Tower-B within a reasonable period. Accordingly, an application for the issuance of a Part Occupation Certificate was filed on 05.04.2021 for the offer of possession. However, the same remains pending due to inaction on the part of the Municipal Corporation, Faridabad. A true copy of the said application is annexed as **Annexure R-4**.

21. That in a casual, arbitrary, and illegal manner, after a delay of nearly two years, the Municipal Corporation, Faridabad, rejected the application for part occupation certificate vide order dated 23.01.2023, on frivolous grounds. A true copy of the said order is annexed as **Annexure R-5**.

22. That aggrieved by the illegal rejection of the part occupation certificate, the answering respondent approached the Hon'ble High Court by filing CWP No. 5245 of 2023, wherein the Hon'ble High Court was pleased to grant a



stay against the illegal demands raised by the Municipal Corporation, Faridabad.

23. That the answering respondent has used the best quality construction material, and the allegations of sub-standard construction are false, baseless, and denied. It is submitted that complainant has taken contradictory stands by seeking a refund in the pleadings while simultaneously seeking possession in the relief clause. Complainant never approached the answering respondent personally to raise any alleged grievances. The emails relied upon by complainant were generated to create a paper trail, and the contents thereof are denied as incorrect and misleading.

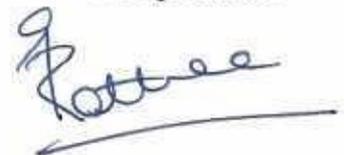
E. ISSUES FOR ADJUDICATION

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

F. PRELIMINARY OBJECTIONS

F.1 Objection with regard to impleadment of Municipal Corporation, Faridabad as Necessary Party

Respondent in its reply has contended that that the Municipal Corporation, Faridabad is a proper and necessary party to the present proceedings as the alleged delay in the project is attributable to Municipal Corporation, Faridabad. In this regard, Authority observes that the flat purchase agreement was executed exclusively between the complainant

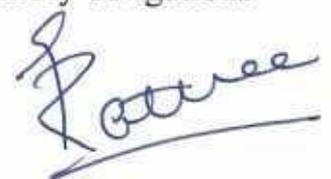


allottee and the respondent, whereby the respondent voluntarily undertook to complete construction and hand over legally valid possession of the unit within the stipulated period. As per section 11(4) (a) of Real Estate (Regulation and Development) Act, 2016, the promoter is obligated to complete the project and deliver possession as per the terms of the agreement, and such obligation cannot be shifted or diluted on account of any alleged delay in development works by any local authority.

Further, Municipal Corporation, Faridabad was neither a signatory to the agreement nor had any role in the construction or delivery of possession of the unit. Accordingly, Municipal Corporation, Faridabad cannot be impleaded as necessary party to complaint and preliminary objection raised by the respondent is hereby rejected.

F.2 Objection regarding pendency of litigation

The respondent has placed reliance upon the pendency of CWP No. 5245 of 2023 before the Hon'ble Punjab & Haryana High Court wherein, the respondent has approached said Hon'ble High Court against illegal actions of Municipal Corporation, Faridabad, as well as upon the arbitration proceedings with the Municipal Corporation, Faridabad, relating to completion of development works. Authority observes that disputes or litigations between the respondent and any third party or local authority in any manner, does not suspend or dilute contractual and statutory obligations



of promoter under the Real Estate (Regulation and Development) Act, 2016, to complete the project and hand over possession within the stipulated period. The allottees are neither parties to the said proceedings nor can they be made to suffer on account of disputes to which they are not privy. Accordingly, the pendency of the aforesaid litigations does not create any bar to adjudicate and the said preliminary objection is hereby rejected.

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

25. After going through rival contentions of both parties and perusing documents placed on record, it is observed that in the captioned complaint complainant had booked a 3 BHK Unit no. 602-B, at 6th Floor measuring super area of 1520 sq. ft respondent namely, "SEMEION" situated in village Sarai Khawja, Sector 41, Suraj Kund Faridabad, Haryana. The Flat purchase agreement was executed between M/s Meenal Housing Pvt. Ltd. and Mr. Rishi Paul on 03.09.2015. As per flat purchase agreement the total sale consideration of the unit was fixed at ₹ 1,17,00,000/-.

26. It is the contention of complainant that delivery of possession has been delayed beyond the stipulated period. As per Clause 6(i) of the agreement, the company assured that possession of the flat would be handed over to the allottee(s) within 36 months from the date of commencement of construction, with a further grace period of six months. However, till date possession has not been delivered to the complainant.



27. Perusal of the file reveals that neither complainant nor respondent has placed any document on record to establish the actual date of commencement of construction. Since the clause is vague and uncertain in this regard, the deemed date of possession is required to be calculated from the date of execution of the flat purchase agreement meaning thereby, respondent was to hand over the possession within 36 months with further grace period of 6 months w.e.f from 03.09.2015 i.e by 03.03.2019. It is an admitted fact that till date the construction work at the project site have not been completed. Though, respondent submitted that sincere efforts were made to complete the construction and hand over possession within the stipulated time however, the delay occurred due to the failure of MCF Faridabad to grant the occupation certificate despite the completion of construction. It is pertinent to note that the respondent applied for the occupation certificate only on 08.04.2021, which is much beyond the stipulated period under the flat purchase agreement. Although an occupation certificate was granted on 02.11.2022 annexed as (Annexure R-4) the same was subsequently cancelled on 23.01.2023 annexed as (Annexure R-5) by the competent authority on the ground that the applicant failed to submit the requisite documents, violated Code 4.10 of HBC-2017, raised construction beyond the validity period of the sanctioned building plans, and failed to deposit the cost of land despite repeated directions. Also no document is placed on record by the respondent to prove that after obtaining the occupation certificate on 02.11.2022 and



until cancellation of same on 23.01.2023 , respondent made any legally valid offer of possession to the complainant.

28. In view of the above, it is evident that there is a clear default on the part of the respondent in delivering possession within the stipulated time. Even after a lapse of 7 years from the proposed date of delivery of possession i.e 03.03.2019, the respondent is not in a position to handover possession in foreseeable future. Respondent has failed to give a fixed timeline as to when the possession will be delivered. Learned counsel for the respondent has admitted that occupation certificate is yet to be received. In such circumstances, complainant cannot be forced to wait further for delivery of possession of the booked unit for an indefinite amount of time for a unit for flat purchase agreement was executed back in 2015. Complainant in this case does not wish to continue with the project on account of inordinate delay caused in delivery of possession and is hence seeking refund of paid amount along with interest as per RERD Act 2016. Authority observes that the relief of refund was allowed in similar cases against the same project of the respondent where the facts and issues were similar. Vide order dated 07.12.2022 passed in lead Complaint no. 389 of 2021 titled "Meenakshi Kamboj vs. Choice Real Estate Developers Pvt. Ltd.", Authority has specifically stated that respondent has failed to deliver the possession to the



complainants even after inordinate delay from the due date of possession and allottees cannot be made to wait for possession for an indefinite period.

29. 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:

"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. Complainant wishes to withdraw from the project of the respondent, therefore, the Authority finds it to be a case fit for allowing refund in favour of 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. 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: "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"

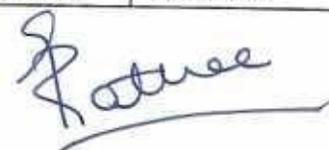
Hence, Authority directs respondent to refund to complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works



out to 10.80% (8.80% + 2.00%) from the date amounts were paid till the actual realization of the amount.

30. Authority further observes that adequate opportunities were granted to complainant to place on record the receipts of payments made. However, complainant has attached receipt of ₹2728499/- only on record against the payment of ₹80,00,000 as claimed to have been by the complainant. Despite sufficient opportunities, complainant has failed to file the remaining payment receipts till date. Accordingly, Authority has calculated the interest on the total amount paid, from the respective dates of payment till the date of this order (i.e. 03.02.2026), on the basis of the ledger account filed by the respondent and annexed as Annexure R-6, as depicted in the table below

Sr.n o.	Principal amount	Date of payments	Date of order	Interest from date of payments till date of order
1.	₹96425	25.03.2015	03.02.2026	₹113240
2.	₹192489	15.05.2015	03.02.2026	₹223570
3.	₹96425	19.05.2015	03.02.2026	₹111671
4.	₹100000	08.06.2015	03.02.2026	₹115220
5.	₹100000	11.06.2015	03.02.2026	₹115131
6.	₹200000	11.08.2015	03.02.2026	₹226652
7.	₹200000	14.08.2015	03.02.2026	₹226475



8.	₹200000	02.09.2015	03.02.2026	₹225350
9.	₹100	30.09.2015	03.02.2026	₹112
10.	₹97363	01-10-2015	03.02.2026	₹108868
11.	₹35585	24-10-2015	03.02.2026	₹39548
12.	₹479332	27-11-2015	03.02.2026	₹527890
13.	₹383325	01-12-2015	03.02.2026	₹421704
14.	₹383325	04-12-2015	03.02.2026	₹421363
15.	₹335409	14-12-2015	03.02.2026	₹367700
15.	₹254169	11-01-2016	03.02.2026	₹276533
16.	₹574988	04-05-2016	03.02.2026	₹606185
17.	₹400000	02-07-2016	03.02.2026	₹414720
18.	₹350000	05-09-2016	03.02.2026	₹356148
19.	₹2728499	01-10-2016	03.02.2026	₹2755440
	Total = ₹72,07,794/-			Total= ₹76,53,520/-

Therefore, total amount to be refunded to the complainant =

$$₹72,07,794/- + ₹76,53,520/- = ₹1,48,61,314/-$$

31. Further, complainant is seeking compensation of account of mental agony and physical harassment, misrepresentation and unfair trade practices by using inferior quality material & litigation expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027

Sathee

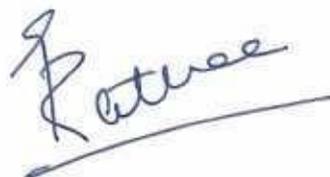
titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & ors.*" (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation & litigation expenses.

F. DIRECTIONS OF THE AUTHORITY

32. 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:

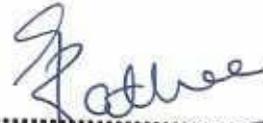
i. Respondent is directed to refund the entire amounts along with interest of @ 10.80% i.e ₹1,48,61,314/- to the complainant as specified in para 30 of this order. Interest shall be paid up till the time period under section 2(z a) i.e till actual realization of amount.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate



(Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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



.....
DR. GEETA RATHIE SINGH
[MEMBER]