

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
GURUGRAM**

Complaint no. : 4970 of 2024
Date of complaint : 04.10.2024
Date of order : 21.11.2025

Pawan Kumar Chaturvedi
Both R/o:- SS 572, Sector H,
Lda Colony, Kanpur Road

Complainant

Versus

International Land Developers Pvt Ltd
Regd. Office at:- 9th Floor, ILD Trade Centre, Sector 47,
Gurugram, Haryana

Respondent 1

ILD Millennium Pvt Ltd
Regd. Office at:- ILD Trade Centre, Sector 47
Sohna Road

Respondent 2

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Vijay Pal Chauhan (Advocate)
MK Dang (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section

11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed

A. Project and unit related details

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

S. No.	Particulars	Details
1.	Name of the project	Grand Centra , Sector 37-C , Gurugram
2.	Shop No.	GCA-1104 admeasuring 1745 sq. ft. (page no. 13 of complaint)
3.	Welcome letter	06.04.2015 [on page 12 of complain]
4.	Date of builder buyer agreement	NA
5.	Due date of possession	06.04.2018 [Calculated as <i>per fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors,(12.03.2018 - SC); MANU/SC/0253/2018</i>]
6.	Total sale consideration	Rs. 95,59,675/- [on page 08 of complaint]
7.	Amount paid by the complainant	Rs.21,68,896/- the receipts of payment made are in the year 2015. [on page 14-19 of complaint]

8.	Refund initiated by the respondent	Rs. 23,25,089/- on 16.07.2025 [on page 32 of reply]
9.	Occupation certificate on	Not Obtained
10.	Possession letter on	Not Offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
 - i. That a builder buyer agreement was executed by the complainant in favour of respondent on 13.07.2021 whereby the allotment of the commercial unit no. GF-41 at Ground Floor in Project "Bazar 90" at Sector 90, Gurugram having super area 810.231 sq.ft. was confirmed by the respondent for a total sale price of Rs. 68,81,699/- in favour of the complainant and the builder buyer agreement was got registered on even date at the office of the Sub Registrar, Manesar, District Gurugram and expenses toward registration of the same were incurred by the complainant. The terms and conditions of the agreement were totally one sided in favour of the respondent and against the complainant. It is pertinent to state here that the sale consideration as mentioned in the bba was excluding the cash amount i.e. Rs. 75,00,000/- paid by the complainant to the respondent.
 - ii. That the respondent gave advertisement in various print, newspaper, and as well as electronic media about their forthcoming project named "GRAND CENTRA - ILD" Sector-37-C, Gurugram promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondent in the advertisements, the

complainant booked a unit in the aforesaid project of the respondent. The respondent allotted unit no. gca-1104 in tower GCA admeasuring 1745 sq. ft. in Grand Centra - ILD to the complainant. The complainant paid the total money amounting to Rs. 21,68,896/- for the sale consideration of the above said unit. After receiving the above payment for the said unit, the respondent did not execute and sent the any signed copy of builder buyer agreement till now. However, as there is nothing on the ground and the project has not been conceived in between the period of the payments made in year 2015-2016. As such, the terms and conditions mentioned at the time of booking, the said unit is only false and to engage the complainant in the false promises by the respondent. As the complainant has been made to suffer and made to put under the loss when huge payment and the project was to be delivered lastly by 2018.

- iii. That the complainant has several times requested the respondents that they were not capable of conceiving the project and completing the project and as they have failed to deliver the project for the last 5 years and have been retaining the huge amount of the complainant illegally and unlawfully without there being any justified cause.
- iv. The respondents have been retaining the entire amount without fulfilling their commitments even despite several oral and exchange of emails, despite that the respondents are not coming forwards to make the payments of the complainant.
- v. That the complainant requested the respondent several times to refund the said amount of the said unit, but the interactions and altercations advanced from the side of the respondents clearly

portrays that the respondents have turned mala fide and having no intentions to make payments or to complete the project.

- vi. That it is also pertinent to mention herein that the respondent has not obtained the license and collecting the money from the complainant and other allottees without having a registered license for development of the said property nor the respondent has shown any documents regarding any other license or other NOC or permission from the concerned department to the complainant. So, in absence of which, the respondent is not in position to deliver the project in the next many years.
- vii. That due to this omission on the part of the respondent the complainant has been suffering from disruption, mental torture, agony, and continues to incur severe financial losses. This could be avoided if the respondent had given possession of the unit on time.
- viii. That the complainant has requested the respondent several times on making telephonic calls, emails, and also personally visiting the office of the respondent either to deliver possession of the unit in question or to refund the amount along with interest on the amount deposited by the complainant but respondent has flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainant with his hard-earned huge amount and wrongfully gain himself and caused wrongful loss to the complainant.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s):
 - I. The complainant seeks principal amount along with interest amount at the prescribed rate of interest.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

- a) That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be dismissed on this ground alone, and the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions, etc., from filing the present complaint.
- b) That the complainant has not come before this Authority with clean hands and has suppressed vital and material facts from this Authority. The correct facts are set out in the succeeding paras of the present reply. It is most humbly submitted that bringing out the true and correct facts and circumstances is subject to the contention of the answering respondent that the Authority has no jurisdiction to deal with the present matter and the present complaint is not maintainable for reasons stated in the present reply.
- c) That the respondent no. 1 company is a separate legal entity as on date and no legal action can be proceeded against the respondent no. 1, hence, the name of the respondent no. 1 should be deleted from the array of parties. That moreover, no relief has been specifically sought against the respondent no. 1, hence, the name of the respondent no. 2 should be deleted.
- d) That the answering respondent had initiated a project namely, "Grand Centa - ILD", located in New Gurgaon, Sector-37 C , the proposed project was to be an fdi funded project, being developed by "ILD Millennium Private Limited", surrounded by green conscious eco-

friendly gated complex with 3 tier advance security system. That the project was duly registered with the Authority, and a registration certificate of the project was duly issued to the answering respondent on 17.08.2017, bearing NO. REGD. 62 of 2017. Thereafter, the answering respondent was duly granted licence no. 13 of 2008 for the development of the concerned project, under the Haryana Development & Regulation of Urban Areas Act.

- e) That when the complainant got to know of the proposed development of the project, he, after performing his own due diligence and being completely satisfied with the then status of the project, expressed his interest in getting an allotment and submitted an booking form dated 18.02.2015.
- f) That it is categorical to note that at the time of booking of the unit, the answering respondent in its good faith had duly informed the complainant about the progress of the project, and the same can be confirmed from clauses 3 and 4 of the booking form.
- g) Thereafter, due to certain financial constraints, the project herein was attached by the Hon'ble High Court of Delhi, in the matter titled "Assets Care & Reconstruction Enterprise Limited v. International Developers Pvt. Ltd. & Ors." Bearing No. OMP (ENF.) (COMM.) 122 of 2022, a brief list of dates and events pertaining to the above-mentioned matter is described hereinunder, for the perusal of this Authority.
- h) It is submitted that due to acute financial distress and lack of requisite funding, the answering Respondent was constrained to discontinue the development of the Project. Consequently, all rights pertaining to development, marketing, and associated interests in the Project were duly transferred to another developer. In this regard, the Directorate

of Town and Country Planning, Haryana, vide the Letter dated 26.12.2023, approved for the assignment of development and marketing rights in favour of a separate developer.

- i) Thereby, in the light of the above-mentioned facts and circumstances, the respondents herein do not fall within the definition of the 'promoter' as per section (zk) of the RERA Act, 2016 and thus, no relief can be granted against them. Thus, the present complaint is liable to be dismissed on this ground alone.
- j) It is of utmost importance to submit here that, subsequent to the unforeseen and unfortunate circumstances, the unit of the complainant was duly cancelled. That the answering respondent bonafidely informed the complainant that any amount invested by him shall be refunded.
- k) It is submitted that the answering respondent has acted at all times in good faith and without any intent to defraud the complainant or the other allottees. However, the complainant has deliberately failed to disclose the 0 is further submitted that the complainant, having approached this Authority with unclean hands and having suppressed material facts, is not entitled to any relief. Hence, the present complaint is liable to be dismissed on this ground.
- l) It is submitted that the answering respondent has duly complied with the mandate of section 15 of the RERA, 2016, whereby the erstwhile promoter of a project is required to procure two-third consent from the allottees of the project being transferred.
- m) That the answering respondent in compliance with the provision of Section 15, for the change of the promoter, of the concerned project, issued a notice seeking objections from the allottee. That during the

course of proceedings before the Authority in the matter of RERA-GRG-1651-2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the answering respondent.

- n) Thereafter, a public notice dated 27.06.2024 was issued, seeking objections from the allottees. Thus, the answering respondent has always acted bonafidely, and has duly complied with the directions of the Authority. That the same has been observed by the Authority in the proceeding under RERA-GRG-1651-2024, vide Order dated 24.06.2024.
- o) That the answering respondent proceeded with the change of developer for the concerned project only after obtaining 2/3rd consent from the allottees. Thus, the answering respondent was well within its rights to proceed with the transfer of the rights to the third-party.
- p) It would not be out of place to mention here, the change of developer for the concerned project has been approved by the DTCP, Haryana vide memo no LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024. Furthermore, the present promoter of the concerned project had applied for the registration of the project as per the directions of the Hon'ble Delhi High Court order dated 18.10.2023
- q) That the answering respondent had duly complied with the direction issued by the Authority and has fulfilled all the mandatory requirements for the valid and absolute transfer of the development/marketing rights, etc., of the project to another developer. Moreover, the Authority has approved the proposed plan for the transfer of such rights in favour of another developer for the concerned project vide order dated 22.07.2024.

- r) It is pertinent to mention that the respondent being a allottee oriented company have already refunded the principle amount of the complainant of Rs. 23,25,086/- dated 16.07.2025 and have also informed through E-mail dated 16.07.2025.
- s) Accordingly, as on the present date, the answering respondent is no longer the promoter/developer of the project. Therefore, no issue remains to be adjudicated by this Authority insofar as the respondents are concerned. Hence, the present complaint is liable to be dismissed.
- t) It is submitted that the project in question namely, "ILD GRAND CENTRA" at sector 37c is not being developed by the answering respondent and the answering respondent does not fall within the meaning of promoter under section 2(zk) of the RERA Act, 2016.
- u) That it is of pertinence to note that the answering respondent had executed an agreement with another developer, and under this agreement, the answering respondent has transferred all the marketing and development rights and hence, is not a promoter/developer of the project in question.
- v) Thereafter, the answering respondent has not been engaged in the development of Grand Centra, Sector 37C. Hence, the answering respondent has not been involved with the said project and cannot, under any circumstance be assumed to have any development right in the said project.
- w) That it is most humbly submitted that the answering respondent, not being a developer of the project, has no right to allot any space to the complainant. That a bare reading of the relevant sections of the Act shows that the respondent herein is neither a promoter nor an agent.

- x) That hence, due to the non-development of the proposed project and no right in the current development of the project, the relief sought by the complainants is infructuous and cannot be given.
- y) That in light of the submissions made above, and the settled position of law, it is most respectfully submitted that the relief sought by the complainant has been rendered infructuous and cannot be given. Moreover, there remains no right or title or claim in favour of the complainant and hence, the present complaint is liable to be dismissed.
- z) That upon the transfer of development and marketing rights in the project, the answering respondent no longer stands in the capacity of a promoter, and has no right to create any right, title or interest in favour of anyone. Thus, the answering respondent does not have the capacity to either complete the project or give valid possession of a unit in the project to the complainant.
- aa) That in such circumstances are governed by the doctrine of frustration, and according to the said doctrine, when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the parties involved, the law cannot compel its performance. When such a contract becomes entirely impossible without the fault of the parties, the contract gets dissolved by this doctrine. This doctrine is based on the maxim 'Lex non cogit ad impossibilia'. The maxim essentially means that "law does not compel the impossible".
- bb) That in the light of the practical impossibility of the present situation, no possession could be handed over to the Complainant, and thus, the present complaint is liable to be dismissed on this ground alone.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the complainants.

E. Jurisdiction of the authority

7. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common

areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the relief sought by the complainants.

F.I The complainant seeks principal amount along with interest amount at the prescribed rate of interest.

11. In the present matter, the complainant was allotted Shop No. GCA-1104 admeasuring 1745 sq. ft. in the project titled "Grand Centra ", Sector-37-C, Gurugram. A welcome letter dated 06.04.2015 was issued to the complainant. The complainant has placed on record receipts evidencing payment of an amount of ₹21,68,896/- made during the year 2015 towards the said unit.
12. It is an admitted position that no builder buyer agreement was executed between the parties. However, the respondent has placed a cancellation letter dated 23.12.2024, indicating a contractual obligation that the promoter wanted to do away with, observing the same the Authority is of the view that once allotment is made and consideration is accepted, the statutory obligations of the promoter under the Real Estate (Regulation and Development) Act, 2016 get attracted, irrespective of the execution of a formal agreement.
13. The Authority notes that possession of the allotted unit has not been offered to the complainant till date and no occupation certificate has been

obtained for the project from the competent authority. In absence of an occupation certificate, the project cannot be treated as complete in the eyes of law.

14. The respondent has contended that due to financial distress, attachment proceedings before the Hon'ble High Court of Delhi, and subsequent transfer of development and marketing rights to another developer with approval of DTCP, Haryana and this Authority, it no longer falls within the definition of 'promoter' under Section 2(zk) of the Act and therefore no relief can be granted against it. In this regard, it is relevant to refer to the definition of the term 'promoter' under Section 2(zk) of the Act, which reads as under:

"2. Definitions.-

(zk) "promoter" means

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

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

15. **Due date of possession:** The subject unit was allotted to the complainants vide welcome letter dated 06.04.2015. As per the documents available on record, nowhere in the welcome letter mentioned the period of possession/due date of possession hence the same cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter **Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC**

442 : (2018) 3 SCC (civ) 1 and then was reiterated in **Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725** :-

"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered"

In the instant case, the welcome letter executed between the parties on 06.04.2015. In view of the above-mentioned reasoning the due date of handing over of the possession comes out to be 06.04.2018.

16. The Authority observes that the respondent admittedly initiated the project, accepted booking amounts from the complainant, and issued allotment/welcome communication. The expression "causes to be constructed" used in Section 2(zk) is wide enough to cover such a promoter who undertakes development and marketing of the project and collects consideration from allottees.
17. On consideration of the material placed on record, the Authority is satisfied that the project remains incomplete, possession has not been offered to the complainant, and the respondent has failed to discharge its obligations arising from the allotment made in favour of the complainant.
18. The complainant intends to withdraw from the project and is seeking refund of the amount paid along with interest on the amount paid. Section 18 is produced below for the ready reference:

"Section 18: - Return of amount and compensation

18(1). 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 or, as the case may be, duly completed by the date specified therein; or 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."

(Emphasis

supplied)

19. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund the amount paid by them along with interest prescribed rate of interest. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] 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."

20. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable

and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 21.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
22. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement.
23. It is pertinent to mention over here that even after a passage of more than 7 years neither the occupation certificate nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. Further, the authority observes that till date the respondent has not obtained occupation certificate/part occupation certificate from the competent authority. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.
24. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by **Hon'ble Supreme Court of India in Ireo Grace Realtech**

Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021.

".... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."

25. Further, the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.** (supra) reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020** decided on 12.05.2022. observed as under:

"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"

26. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as he wishes to withdraw from the project, without prejudice to any other remedy available, to return the

amount received by him in respect of the unit with interest at such rate as may be prescribed.

27. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

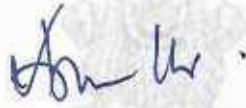
A. Directions of the authority

28. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- a. The respondents/promoters jointly and severally are directed to refund the amount of Rs.21,68,896/- paid by the complainants along with prescribed rate of interest @ 10.85% p.a. as prescribed under rule 15 of the rules from the date of each payment till the date of refund of the deposited amount.
 - b. The respondent promoter has paid certain amount as part of the refund upon certain date. So while refunding the paid up amount to the complainant the respondent is entitled to adjust the amount from the total amount.

c. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

29. Complaint stands disposed of.

30. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.11.2025



HARERA
GURUGRAM