

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

Complaint no. : 6449 of 2024
Date of filing complaint: 20.01.2025
Date of Decision: 30.01.2026

Amit Gupta

R/O: Flat no. E-202, Udyog Vihar, C.G.H.S, Plot no. 12,
Sector-22, Dwarka, New Delhi

Complainant

Versus

1. Ansal Housing Limited

Address: Ansal Plaza Mall, 2nd floor, Sector 1, Vaishali,
Ghaziabad, Uttar Pradesh-201010

2. Identify Buildtech Pvt. Ltd.

Address: 606, 6th Floor, Indra Prakash 21, Barakhamba
Road, Central Delhi, Delhi - 110001

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Jagdeep Yadav

None

Counsel for the Complainant
Counsel for the Respondents

ORDER

1. The present complaint has been filed by the complainant/allottee 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 provision of the Act or the rules and regulations made there under or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	Ansals Highland Park
2.	Project location	Sector 103, Gurugram, Haryana
3.	Nature of Project	Residential Group Housing Project
4.	DTCP License	32 of 2012 dated valid up to 11.04.2025
5.	RERA registration	16 of 2019 dated 01.04.2019 valid up to 30.05.2024
6.	Date of apartment buyer's agreement	15.06.2013 (As per page no. 35 of the complaint)
7.	Date of commencement of construction	NA
8.	Unit no.	PERTH-1502 (As per page no. 38 of the complaint)
9.	Unit area admeasuring	1762 sq. ft. (As per page no. 38 of the complaint)
10.	Possession clause	31. The Developer shall offer possession of the Unit any time, within a period of 48 months from the date of execution of Agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to the timely payment of all the dues by

		Buyer and subject to force majeure conditions as described in clause 32. Further there shall be a grace period of 6 months allowed to the Developer over and above the period of 48 months as above in offering of unit.
11.	Due date of possession	15.12.2017 (Note: Due date to be calculated 48 months from the date of agreement i.e., 15.06.2013 plus grace period of 6 months)
12.	Total sale consideration	Rs. 92,07,255/- (As per payment plan on page no. 52 of the complaint)
13.	Amount paid by the complainant	Rs.40,49,542/-
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not Offered
16.	Reminder letters	02.07.2014 (page no. 56 of complaint)
17.	Cancellation letter	19.11.2014 (page no. 57 of complaint)
18.	Letter by complainant seeking refund	27.11.2024 (page no. 63 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That in August, 2012 complainant/petitioner, Amit Gupta received a marketing call from a real estate agent who responded himself as an authorized agent of the respondent company and marketed a residential project 'Ansals Highland Park" sector -103, Gurugram, Haryana - 122006. The complainant visited the Gurugram office and project site of the respondent/ builder. There he met with the marketing staff of the builder and got information about the project "Ansals Highland Park".
- II. That believing on representation and assurance of respondent the complainant booked a flat/ unit bearing no. Perth- 1502, 15th floor measuring area of 1762 sq. ft. approx. at the basic sale price of Rs 4905.39 per sq. ft and paid a booking amount of Rs 40,49,542/- dated on 30.08.2012 and the complainant also paid some other payments as per construction payment opted by them.
- III. That after the provisional allotment of the apartment, the complainant visited the respondent's office, the officials of the respondent with malafide and induced the complainant to purchase the apartment promised that the construction of the said project would be completed within a period of 4 years as detailed in all the buyer's agreement. The apartment buyer's agreement for the flat/unit of the complainant also has the same clause for the delivery of possession in 4 years.
- IV. That the complainant, after having paid an amount of 229,27,820/- which constitutes approximately 40% of the total sale consideration to the answering respondent company was not provided with any documents other than mere receipts for the said payment. No document confirming the allotment of the flat was handed over to the complainant at that time. Despite repeated requests and several visits to the office of the answering respondent company, including multiple meetings with its director, the complainant was subjected to undue delay and harassment for a period

of six months post-payment. It was only after such persistent efforts that the complainant received a call from the sales team of the answering respondent company, informing him to visit their head office on 15.06.2013 to execute the builder-buyer apartment agreement.

- V. That the complainant was allotted a residential apartment bearing unit no.-Perth -1502 on the 15th floor admeasuring a sale area of 1762 sq. ft. and at Ansal Housing & Construction Ltd" an affordable group housing project in Ansals Highlands Park Sector-103, Gurugram, Haryana - 122006 for a total sale consideration of Rs 84,97,935/- which includes BSP, IFMS, etc. including PLO and Other Taxes and paid the booking amount of Rs. 6,00,000/- and the complainant also paid an amount of Rs-23,70,820 to the respondent duly acknowledged by the respondent and the builder buyer apartment agreement for the said unit was executed between both the parties.
- VI. That agreement to sell/apartment buyers agreement for apartment/flat was duly executed between the complainant and the respondent. The said agreement was signed between the complainant and respondent on 15th June 2013. The agreement contained one-sided terms and conditions favouring only the respondent. Further, as per clause 31 of the said agreement, the respondent is liable to deliver the possession to the complainant within a period of 4 years from the date of the approval of the company's present plan. That as per clause 31 of the agreement to sell the due date for the delivery of the possession was 30.12.2017 including the 6 months grace period.
- VII. That while executing the builder-buyer agreement (BBA), the respondent company raised a demand of 29,00,000/- from the complainant. Relying upon the representations of the respondent company and acting in good faith the complainant promptly complied with the said demand by

making a payment of 79,00,000/- to the respondent company through cheque within four days. The respondent company duly acknowledged the receipt of the said amount by issuing a receipt in favour of the complainant. Subsequently, merely ten days after the aforesaid payment, the respondent company raised an additional demand of Rs. 1,78,722/- from the complainant. In adherence to the respondent company's demand and without any delay, the complainant made the payment of the said amount through cheque on 28.06.2023.

- VIII. That on 02.07.2014, the respondent issued a letter to the complainant demanding payment of an alleged outstanding amount of Rs. 27,34,390/- along with interest amounting to 72,79,578/- to clear purported balance dues. That upon receipt of the said letter dated 02.07.2014, the complainant was shocked and aggrieved to learn of such an illegal and baseless demand.
- IX. That when the complainant refused to pay the illegal and baseless demand raised by the respondent vide their letter dated 02.07.2014 the respondent arbitrarily cancelled the apartment allotted to the complainant vide their letter dated 19.11.2014 In the cancellation letter, the respondent company assured the complainant that the remaining amount would be refunded within one month after deducting 20% as earnest money, as per the builder-buyer agreement (BBA) clause 20. It is pertinent to mention that, as per the BBA dated 28.06.2013, the complainant has already paid an amount of 240,49,542/- to the respondent company, which constitutes approximately 48% of the total sale consideration. Furthermore, under the construction-linked payment plan, the complainant has made payments exceeding the scheduled plan.
- X. Despite the complainant's adherence to the payment terms and fulfilment of obligations, the respondent company has harassed the

complainant by raising illegal and baseless demands ultimately leading to the cancellation of the allotted apartment. To date the respondent company has failed to refund even a single paisa to the complainant, thereby violating the principles of RERA Act.

- XI. That the complainant has paid a total sum of Rs. 40,49,542/- since the booking till 28.06.2013. That complainant had not defaulted in any payment and it was made as and when the demand was raised by the respondent.
- XII. That despite the complainant's repeated visits to the respondent's office to inquire about the refund, the respondent company only offered vague assurances. On multiple occasions, the respondent falsely claimed that the refund process had been initiated and assured the complainant that the amount would be refunded within 15 days. However, till date no refund has been made and the respondent company has failed to honor its promise, thereby breaching its legal and contractual obligations.

C. Relief sought by the complainant.

4. The complainant has sought following relief:

- a. Direct the respondents to refund the paid amount along with interest.
- b. Direct the respondent to pay compensation of Rs.. 10,00,000/- for causing mental pain and agony and Rs. 1,00,000/- towards the cost of litigation.

D. Reply by the respondent no. 1.

5. The respondent no. 1 contested the complaint on the following grounds:

- I. That the complainant had approached the answering respondent for booking a flat no. Perth 1502 in an upcoming project Ansal Highland Park, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 15.06.2013 was signed between the parties.

- II. That as per Section 19(6) of RERA, 2016, the Allottee is obligated for timely payments as per the agreement. So, the timely payments is not only a contractual duty of the complainant but also the legal duty, which the complainant has failed respondent. That as per Section 11(5) of the RERA, 2016, the promoter may cancel the allotment only in terms of agreement for sale. Also, as per clause 19 of the agreement, the respondent can cancel the agreement if the complainant fail to make the payment on time. Therefore, as per the provisions of the Act of 2016, the respondent herein was well within its rights to cancel the allotment of the complainant in case of default of payment.
- III. That even if the complaint is admitted to be true and correct, the agreement which was signed in the year 2013 without coercion or any duress cannot be called in question today. The builder buyer agreement provides for a penalty in the event of a delay in giving possession. Clause 37 of the said agreement provides for Rs. 5/ sq. foot per month on super area for any delay in offering possession of the unit as mentioned in clause 31 of the agreement.
- IV. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities for the said project. The permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondent had in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- V. That the respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the

extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

6. Copies of all the relevant documents have been filed and placed on 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 parties.

E. Reply by the respondent no. 2.

7. The present complaint was filed on 20.01.2025. The counsel for the respondent no. 2 neither appeared nor filed the reply in the complaint. Despite multiple opportunities for filing reply on 25.04.2025, 25.07.2025, 24.10.2025, 31.10.2025, 05.12.2025, 12.12.2025, 30.01.2026 it failed to comply with the orders of the authority. It shows that the respondent no. 2 was intentionally delaying the procedure of the court by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondent no. 2 has nothing to say in the present matter and accordingly the authority proceeds with the case exparte against respondent no. 2.

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the

planning area of Gurugram district. Therefore, this authority has completed territorial jurisdiction to deal with the present complaint.

F. II Subject-matter jurisdiction

10. 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)(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.

11. 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

G. Finding on objections raised by the respondent no. 1

G.I Objection regarding force majeure conditions:

12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. Further, the authority has gone through the possession clause and observed that the respondent-developer proposes to handover the possession of the allotted unit within a period of 48 months from the date of execution of agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of

construction whichever is later. Further there shall be grace period of 6 months over and above the said period. In the present case, the date of commencement of construction is not available on records. The date of execution of agreement is 15.06.2013. The due date of subject unit is calculated from the date of agreement being later which comes out to be 15.12.2017 including grace period of 6 months as it is unqualified. The events such as various orders by Punjab and Haryana High Court and demonetization were for a shorter duration of time and were not continuous as there is a delay of more than ten years. Even today no occupation certificate has been received by the respondent. Therefore, said plea of the respondent is null and void. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

H. Findings on the relief sought by the complainant.

- a. Direct the respondents to refund the paid amount along with interest.

13. In the present complaint, the complainant had booked a unit in the project of the respondent namely Ansal Highland Park, Sector-103, Gurugram and was allotted Unit No. Perth-1502 admeasuring 1762 sq. ft. The apartment buyer agreement for the said unit was executed on 15.06.2013. As per the agreed payment plan the total sale consideration of the unit was Rs. 92,07,255/- out of which the complainant has admittedly paid a sum of Rs. 40,49,542/- to the respondent.

14. It is the case of the respondent that owing to alleged non-payment of further instalments, the allotment of the complainant was cancelled vide letter dated 19.11.2014. Per contra, the complainant has contended that such cancellation is arbitrary, illegal and unsustainable in law as the respondent had raised demands without completing the corresponding stages of construction, despite the payment plan being construction-linked in nature.
15. The respondent, on the other hand has taken the plea that timely payment of instalments constitutes a contractual obligation on the part of the complainant and that failure to adhere to the payment schedule entitled the respondent to cancel the allotment.
16. The Authority, upon perusal of the material placed on record including the apartment buyer agreement and payment details observes that the complainant has already paid a substantial amount of Rs. 40,49,542/- out of the total sale consideration. It is further observed that the payment plan between the parties was construction-linked thereby making the raising of demands contingent upon the actual progress of construction at site.
17. The Authority further observes that the respondent has failed to place on record any cogent evidence to substantiate that the stage-wise construction, corresponding to the demands raised had in fact been completed at the relevant time. In absence of proof of commensurate construction progress, the raising of demands cannot be said to be in consonance with the agreed terms of the apartment buyer agreement.
18. It is a settled principle that in cases of construction-linked payment plans the promoter cannot raise demands arbitrarily or in advance of actual construction milestones. Consequently, any alleged default on the part of the allottee, arising out of such premature or unjustified demands cannot be construed as a valid ground for cancellation of allotment.

19. In view of the aforesaid facts and circumstances, the Authority is of the considered opinion that the cancellation of the unit of the complainant vide letter dated 19.11.2014 is arbitrary, unjustified and in violation of the terms of the agreement as well as the principles of equity and fair play. The said cancellation is, therefore, held to be invalid in the eyes of law.
20. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for 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,-

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

21. Clause 31 of the buyer agreement dated 15.06.2013 provides for handing over of possession and is reproduced below:

The developer shall offer possession of the unit any time, within a period of 48 months from the date of execution of the agreement or within 48 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed

to the developer over and above the period of 48 months as above in offering the possession of the unit."

22. Due date of handing over possession and admissibility of grace period:

As per clause 31 of the buyer agreement, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 48 months from the date of execution of agreement or date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later. Including further grace period of 6 months. The date of construction is not available on records so, the due date of possession is calculated from the date of agreement which comes out to be 15.12.2017 including grace period of 6 months as it is unqualified.

23. Admissibility of refund along with prescribed rate of interest: The complainant intends to withdraw from the project and is 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]

- (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.*

24. 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.

25. 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., 30.01.2026 is

8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

26. On consideration of documents available on record as well as submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 31 of the buyer agreement executed between the parties on 15.06.2013, the due date of possession of the subject unit comes out to be 15.12.2017 including the grace period as allowed being unqualified. The authority observes that even after a passage of more than 6 years till date neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottees by the respondent/promoter.
27. Keeping in view the fact that the complainant/allottees wish to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit in question with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.
28. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent /promoter. 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 they have 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....."

29. Further in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** 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*** it was observed that:

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."*

30. 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 unable to give possession of the unit in accordance with the terms of agreement for sell or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as the allottees wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by it in respect of the unit with interest at such rate as may be prescribed.

31. 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., @10.80% 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*.

b. Direct the respondent to pay compensation of Rs.. 10,00,000/- for causing mental pain and agony and Rs. 1,00,000/- towards the cost of litigation..

32. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (Decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the 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. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

I. Directions of the Authority

33. 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):

- i. The respondent/promoter is directed to refund the amount i.e., Rs.40,49,542/- received by it from the complainant along with interest at the rate of 10.80% p.a. 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 deposited amount.

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

34. Complaint as well as applications, if any, stands disposed off accordingly.

35. File be consigned to registry.

Dated: 30.01.2026



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram