



Complaint No.843 of 2024

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No:	843 of 2024
Date of Filing:	19.06.2024
Date of First Hearing:	13.08.2024
Date of Decision:	10.04.2026

Sharda Gulati W/o Ramesh Gulati
2238/8, Vishnu Colony, Thanesar,
Kurukshetra, Haryana.

....COMPLAINANT(S)

VERSUS

1. M/s Taneja Developers and Infrastructure Ltd. through its Directors
9, Kasturba Gandhi Marg, New Delhi.
2. M/s TDI Infrastructure Ltd. through its Directors
D-92, G/F Lajpat Nagar-I, New Delhi.
3. TDI Infrastructure Ltd., Vandana Building,
Upper Ground Floor, 11 Tolstoy Marg,
Connaught Place, Delhi-110001.
4. TDI Infrastructure Ltd.
10, Shaheed Bhagat Singh Marg, New Delhi-110001.
5. Intime Promoters (P) Ltd. through its Directors,
9, Kasturba Gandhi Marg, New Delhi.

....RESPONDENT(S)

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: 7th

Present: - Mr. Tarun Dhingra, Advocate, for the Complainant
through VC.
Mr. Shubhnit Hans, Advocate, for the Respondents.

ORDER:

The present complaint was filed on 19.06.2024 by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and 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:

Cost 2.

The particulars of the project, the details of 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 table:

S.No.	Particulars	Details
1.	Name of the project	Kingsbury Apartments, TDI City, Kundli, Sonipat

2.	RERA registered/not registered	Un-registered
3.	Unit No.	Not available
4.	Unit Area	Not available
5.	Date of Booking	22.02.2006
6.	Date of Allotment	Not Available
7.	Date of Builder Buyer Agreement	Not Available
8.	Due Date of Offer of Possession	Not Available
9.	Possession Clause	Not Available
10.	Total Sale Consideration	Not Available
11.	Amount Paid by the Complainant	₹7,00,000/-
12.	Offer of Possession	Not Available

B. FACTS OF THE COMPLAINT:

3. Brief facts of the case are that the respondent advertised the launch of a future project named "TDI City" at Sonipat, Haryana. It was promoted as offering various amenities such as lifts, clubhouse, swimming pool, gym, private terrace/garden, Vaastu compliance, piped gas, rainwater harvesting, kids' play area, 24x7 security, continuous water supply and power backup. It was also proposed that the project would have shopping plazas, restaurants, offices and bank/ATM

facilities. The complainant paid ₹4,00,000/- on 22.02.2006 as a booking amount for a residential flat measuring 1400-1500 sq. ft. in the said project. Copy of receipt is annexed as Annexure C1. Thereafter, vide offer letter dated 30.10.2006, the respondents offered a flat at the rate of ₹1,625/- per sq. ft. and asked the complainant to deposit ₹3,00,000/- towards sale consideration in favour of Intime Promoters Pvt. Ltd., copy of which is annexed as Annexure C2. The complainant deposited ₹3,00,000/- on 23.11.2006, copy of receipt is annexed as Annexure C3. At the time of payment, the respondents assured that construction would start soon and will be completed within 36 months i.e. by the year 2010. However, the project is still not completed. Later, vide letter dated 27.09.2010, the respondents offered an apartment in 'Kingsbury Tower' and claimed that construction was near completion and the possession would be given within 6-8 months. A copy of the letter is annexed as Annexure C4. However, when the complainant visited the site, it was found that no such development had taken place, contrary to the respondent's claims. Thereafter, the complainant sent several letters/emails requesting completion of the project and delivery of the flat. Copies of which are annexed at Annexures C5 and C6. Despite repeated requests, the respondents took ^{CA} no action. Hence, the complainant sent a legal notice dated 15.10.2023, copy of which is annexed as Annexure C7. As the address of the company on its official website and RERA records differed, the complainant sent another legal notice on

06.03.2024 to the alternate address, copy of which is annexed as Annexure C8. The complainant is a senior citizen who invested her hard-earned money for a home. However, the respondents have neither given possession nor paid any interest for the delay. Thus, the conduct of the respondents is illegal, arbitrary and unfair, and amounts to cheating the complainant. Due to the conduct of the respondents, the complainant has suffered financial loss, mental harassment and hardship despite having no fault. Therefore, the complainant has approached this Authority seeking relief.

C. RELIEF SOUGHT:

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


- i. To direct the respondent to refund the total amount of ₹7,00,000/- along with interest as per provisions of RERA Act till date.
- ii. To restrain the respondent from creating third party rights on the flat.
- iii. To direct the respondent to maintain status quo till the pendency of the present complaint.
- iv. Any other relief which is deemed fit by this Authority.

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D. REPLY SUBMITTED ON BEHALF OF RESPONDENT:

5. On receipt of notice of the complaint, the respondent filed reply on 16.12.2024, which in brief stated that the respondent company claims to have developed various real estate projects across the country and asserted that on account of its work ethic, quality of construction and timely delivery, it has earned a reputation in the real estate sector. Relying upon the said representations and the alleged reputation and goodwill of the respondent company, the complainant was induced to invest in the respondent's project, namely Kingsbury Flats, TDI City, Residential Plots at Kundli, Sonipat, Haryana. The complainant had voluntarily invested in the respondent's project.

6. The respondents stated that the Occupation Certificates were obtained before the RE(RD) Act, 2016 came into force and the project is a completed project where conveyance deeds have been executed for most allottees. It is further stated that many allottees are already residing in "Kingsbury Flats" at TDI City, Kundli, Sonipat, Haryana (Annexure R-1 Colly). Therefore, the present complaint is not maintainable under the provisions of the RE(RD) Act and HRERA Rules.

 7. It is submitted that when the respondent commenced development of the said project, the Real Estate (Regulation and Development) Act, 2016 was not in force. Accordingly, the respondent could not have contemplated any obligations, violations, or penalties under the said Act. It is further submitted that the

provisions of the RE(RD) Act are prospective in nature and cannot be applied retrospectively to projects initiated prior to its enforcement. Therefore, the present complaint is not maintainable and falls outside the ambit of the provisions of the RE(RD) Act, 2016.

8. The respondent submitted that the booking was made prior to the commencement of the RE(RD) Act. Hence, the present complaint is not maintainable as it falls outside the scope of the RE(RD) Act. The respondents submitted that RERA provisions are not retrospective in nature. As the project is already completed and the Occupation Certificate has been obtained, the RE(RD) Act is not applicable in the present case.


9. It is submitted that the complainant is an investor who has invested in the project of the respondent company solely with the intention of earning profits and speculative gains. The property in question was purchased for investment purposes and not for personal use. In view of the above, the present complaint, being filed by investors for speculative purposes, is liable to be dismissed.

10. The respondents further stated that vide letter dated 27.09.2010, an offer of allotment was made to the complainant on a first-come, first-served basis in 'Kingsbury Apartments'. However, despite reminders, the complainant did not respond or take any action. It is further stated that as a goodwill gesture, the respondents issued a provisional allotment of Unit No. WS-0403 vide letter dated

27.10.2010 and asked the complainant to complete formalities and make the required payment by 11.11.2010. Despite several opportunities, the complainant did not come forward to finalize the allotment. A copy of the letter dated 27.10.2010 along with proof of delivery is annexed as Annexure R-2. The respondents stated that despite repeated reminders, the complainant did not take the allotment or make the required payments. It is further stated that no response was received from the complainant for a long period and the present complaint has been filed after about 18 years only to harass the respondent and seek undue monetary gain.

11. The present complaint is barred by limitation and is not maintainable before this Authority. The complainant was entitled to approach this Authority within three years from the date of the expiry of the letter sent by the respondent as per Section 29(2) of the Limitation Act, 1963. The complainant chose to stay silent and did not take any action. The present complaint is made only with the intent to harass and extort money from the respondent company.

E. REJOINDER FILED BY THE COMPLAINANT:

 12. Learned counsel for the complainant has filed rejoinder on 11.07.2025 wherein it is submitted that at the time of payment, the respondents assured that construction would be completed within 36 months i.e. by the year 2010. However, the project was not completed as promised. It is further submitted that no

Occupation Certificate was obtained at the time of the offer letter dated 27.09.2010. The project was completed only after the commencement of RE(RD) Act. Hence, the provisions of the RE(RD) Act are applicable. This Authority, vide order dated 23.01.2025 in Complaint No. 2627 of 2019 and connected matters, relying on *Newtech Promoters and Developers Pvt. Ltd. vs. State of U.P. & Ors.*, has already decided the issue of maintainability and applicability in favour of the complainants. A copy of the said order is annexed herewith as Annexure RA/1. The respondents vide letter dated 27.09.2010 has offered an apartment in Kingsbury Tower and claimed that construction was substantially complete and some families had already moved in. However, when the complainant visited the site, it was found that no such development existed as stated in the letter. Thus, the project was not completed as promised and was delivered only after the enactment of the RE(RD) Act. Therefore, the project falls within the provisions of RE(RD) Act.

13. It is submitted further that the respondents claimed that Tower-A was complete and some families had already moved in. However, the said letter was issued without obtaining the Occupation Certificate from the competent authority and only to extract money from the complainant.

F. WRITTEN SUBMISSIONS FILED BY THE RESPONDENT:

14. Learned counsel for the respondent has filed a written submission on 09.03.2026 wherein it is submitted that the respondents have obtained Occupation Certificates for the project "Kingsbury Flats" for different towers on 21.04.2010, 01.06.2010 and 25.05.2012 from the competent authority. These certificates confirm that the project is complete and fit for occupation. Several allottees are already residing in the project. Therefore, all allegations made by the complainant are denied. The complainant has paid only ₹7,00,000/- towards the total sale consideration of the unit. Despite paying only a small amount, the complainant has approached this Hon'ble Authority at a very late stage seeking refund along with interest. Such a claim is not maintainable in law, as the complainant, after making only a nominal payment and failing to fulfill further obligations, cannot seek refund with interest after an unreasonable delay.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS:

15. During the course of oral arguments, learned counsel appearing on behalf of both the parties reiterated the facts and submissions as set out in their respective pleadings, reply, rejoinder and written submissions.

H. ISSUES FOR ADJUDICATION:

16. 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?

I. OBSERVATIONS AND DECISION OF THE AUTHORITY:

17. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

(i) With regard to the plea raised by the respondents that the provisions of RERA Act, 2016, are applicable with prospective effect only, therefore the same were not applicable as on 22.02.2006 when the complainant was allotted unit in Kingsbury Apartment, TDI City, Kundli, it is observed that the issue regarding operation of RERA Act, 2016, whether retrospective or retroactive has already been decided by Hon`ble Supreme Court in its judgment dated 11.11.2021 passed in *Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*. Relevant part is reproduced below for reference:-

"52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future

under Section 3(1) of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection.

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the on-going projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016.”

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- (ii) The respondent in its reply has contended that the complainant is “investor” who has invested in the project for monetary returns and taking undue advantage of RE(RD) Act, 2016 as a weapon during the

present down side conditions in the real estate market, therefore, they are not entitled to the protection of the Act of 2016. In this regard, the Authority observes that “any aggrieved person” can file a complaint against a promoter if the promoter contravenes the provisions of the RE(RD) Act, 2016 or the rules or regulations. In the present case, the complainant is an aggrieved person who has filed the present complaint under Section 31 of the RE(RD) Act, 2016 against the promoter for violation/contravention of the provisions of the RE(RD) Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term “allottee” under the RE(RD) Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

In view of the above-mentioned definition of “allottee” as well as upon careful perusal of the booking and allotment letter dated 22.02.2006 and 27.09.2010, it is clear that complainant is “allottee” as

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unit bearing no. WS-0403 in the Real Estate Project of the respondent company namely, "Kingsbury Apartment, TDI, City, Kundli", Sonipat, was allotted to her by the respondent/promoter. The concept/definition of investor is not provided or referred to in the RE(RD) Act, 2016. As per the definitions provided under Section 2 of the RE(RD) Act, 2016, there will be "promoter" and "allottee" and there cannot be any party having a status of an investor. Further, the definition of "allottee" as provided under RE(RD) Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as *M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.* had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of the promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

(iii) Furthermore, the respondents have raised an objection that occupation certificate stands received in respect of the project so the project shall not be considered as "on-going project" and therefore is

not within ambit of this Authority. This issue has been dealt with and settled by the Hon'ble Supreme court in 'Newtech Promoters and developers Pvt. Ltd Civil Appeal no. 6745-6749 of 2021', the relevant para of which is reproduced herein:

" 37. Looking at the Scheme of Act 2016 and Section 3 in particular of which a detailed discussion has been made, all "ongoing projects" that commence prior to the Act and in respect to which completion certificate has not been issued are covered under the Act. It manifests that the legislative intent is to make the Act applicable not only to the projects which were yet to commence after the Act became operational but also to bring under its fold the ongoing projects and to protect from its inception the inter se rights of the stake holders, including allottees/home buyers, promoters and real estate agents while imposing certain duties and responsibilities on each of them and to regulate, administer and supervise the unregulated real estate sector within the fold of the real estate authority."

Wherein Hon'ble Apex Court held that the projects in which completion certificate has not been granted by the competent Authority, such projects are within the ambit of the definition of on-going projects and the provisions of the RERA Act, 2016 shall be applicable to such real estate projects. Furthermore, as per section 34(e) it is the function of the Authority to ensure compliance of obligation east upon the promoters, the allottees and the real estate agents under this Act, and the rules and regulations made thereunder.

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In view of the aforesaid observations there remains no doubt that the complaint is maintainable as per provisions of RERA Act, 2016 and the Authority has complete jurisdiction and mandate to adjudicate the same on merits.

(iv) The respondent has also raised an objection that the present complaint is barred by limitation. In this regard, the Authority is of the considered view that the law of limitation does not apply to complaints filed under the provisions of the RE(RD) Act. The RE(RD) Act is a special enactment and does not prescribe any specific period of limitation for filing a complaint before the Authority. In terms of Section 29(2) of the Limitation Act, 1963, the provisions of the Limitation Act apply only insofar as they are not expressly excluded by a special or local law. Therefore, in the absence of any prescribed limitation period under the RE(RD) Act, the Limitation Act has no direct applicability. For ready reference, Section 29 of the Limitation Act, 1963, is reproduced below:

Section 29 - Limitation Act, 1963

29. Savings— (1) Nothing in this Act shall affect section 25 of the Indian Contract Act, 1872 (9 of 1872).

(2) Where any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule, the provisions of section 3

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shall apply as if such period were the period prescribed by the Schedule and for the purpose of determining any period of limitation prescribed for any suit, appeal or application by any special or local law, the provisions contained in sections 4 to 24 (inclusive) shall apply only in so far as, and to the extent to which, they are not expressly excluded by such special or local law.

(3) Save as otherwise provided in any law for the time being in force with respect to marriage and divorce, nothing in this Act shall apply to any suit or other proceeding under any such law.

(4) Sections 25 and 26 and the definition of "easement" in section 2 shall not apply to cases arising in the territories to which the Indian Easements Act, 1882 (5 of 1882), may for the time being extend.

Even, section 18(2) of RE(RD) Act, brings the complaint out of the purview of Limitation Act, 1963.

Further, the Hon'ble Apex Court, in **Consolidated Engg. Enterprises v. Irrigation Department, (2008) 7 SCC 169**, has held that the provisions of the Limitation Act, 1963, are not applicable to quasi-judicial authorities or tribunals unless specifically provided for in the statute governing such bodies. A similar view has been reiterated by the Hon'ble Supreme Court in **M.P. Steel Corporation v. Commissioner of Central Excise, (2015) 7 SCC 58**, wherein it was observed that the Limitation Act would not apply to proceedings before quasi-judicial forums created under special enactments.

Notwithstanding anything stated hereinabove, even assuming that the law of limitation were applicable to quasi-judicial proceedings, which otherwise is not the case, it would still have no bearing in the present case, as the project remains incomplete till date. Consequently, the cause of action continues to subsist and the complainant's claim for possession along with interest remains alive and enforceable until the project is completed or the matter is finally adjudicated.

18. As admitted by both the parties, the complainant paid ₹4,00,000/- on 22.02.2006 as booking/advance for a residential flat measuring 1400-1500 sq. ft. Further, an amount of ₹3,00,000/- was paid on 23.11.2006 against Customer ID KFL-11905. The grievance of the complainant is that no specific unit was ever allotted and no builder-buyer agreement was executed between the parties. Despite this, the respondents have retained the complainant's money till date.

19. On the other hand, the respondents stated that despite reminders, the complainant failed to clear the outstanding dues for the provisional allotment and failed to come forward to make the required payments.

20. The Authority further observes that the complainant issued legal notices dated 15.10.2023 and 06.03.2024 seeking information regarding the status

of the project and allotment of a unit. However, the respondents failed to respond and remained silent throughout. The amount of ₹7,00,000/- paid by the complainant is still lying with the respondents, who have continued to retain and use the same without taking any appropriate steps. In such circumstances, since the complainant had not accepted the allotment and had objected to the offer made vide letter dated 27.09.2010, the respondent, being a builder, ought to have acted fairly by either allotting a specific unit and raising further demands or cancelling the booking and refunding the amount, with or without permissible deductions. However, the respondents failed to take either course of action and have continued to retain the complainant's money since 2006 without any valid justification. The Authority observes that the RE(RD) Act, 2016 was enacted to protect the interests of consumers in the real estate sector. In the present case, the complainant has neither received a refund nor been allotted any unit since the year 2006. As per normal industry practice, a builder is expected to allot a specific unit or execute a builder-buyer agreement within a reasonable time after receiving the booking amount, which has not been done in this case. The Authority is of the view that the complainant cannot be made to wait indefinitely for allotment or possession. Accordingly, this is a fit case for grant of refund of the amount paid along with interest at the prescribed rate under 18(1)(a) of the RE(RD) Act.

21. Besides this, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others" in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

"25. The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

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This 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.

22. 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;

23. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of Section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate 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".

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24. Consequently, as per the website of the State Bank of India, i.e., <https://sbi.co.in>, the highest marginal cost of lending rate (in short MCLR) as on date i.e. 10.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.80%.

25. Thus, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Authority

directs respondent to refund to the complainant the paid amount of ₹7,00,000/- 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. The Authority has got calculated the total amount along with interest calculated at the rate of 10.80% till the date of this order and total amount works out to ₹21,98,655/- as per detail given in the table below:

Sr. No.	Principal Amount in ₹	Date of payment	Interest Accrued till 10.04.2026
1.	₹4,00,000/-	22.02.2006	₹8,70,273/-
2.	₹3,00,000/-	23.11.2006	₹6,28,382/-
	Total=₹7,00,000/-		Total=₹14,98,655/-
	Total Payable to the Complainant	₹7,00,000/- + ₹14,98,655/-	₹21,98,655/-

J. DIRECTIONS OF THE AUTHORITY:

26. Hence, the Authority hereby passes this order and issue 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) of the Act of 2016:

(i) The respondents are directed to refund the entire paid amount of ₹7,00,000/- with interest of ₹14,98,655/- (total ₹21,98,655/-) to the complainant. It is further clarified that the respondents will remain liable to pay interest to the complainant till the actual realization of the amount.

(ii) A period of 90 days is given to the respondents to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

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

10.04.2026
Narinder Kaur
(Law Associate)


.....
(CHANDER SHEKHAR)
MEMBER