HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint No.:	**1329 of 2025**
Date of Filing:	**29.08.2025**
First Date of Hearing:	**11.11.2025**
Date of Decision:	**21.07.2026**

Bharat Gupta
B-910, Ansal Sushani City,
Sector-19, Panipat, Haryana ....COMPLAINANT

Versus

Splendor Landbase Limited
Unit No. 501-511,
Fifth Floor, Splendor Forum,
Plot No. 3, Jasola District Centre,
New Delhi, 110025. ...RESPONDENT No 1

Mr Hindey Vikram
B/402, New Friends Colony,
New Delhi. .....RESPONDENT No 2

Mr Ashwani Khemka
S-382, Panchsila Park,
New Delhi. .....RESPONDENT No 3

Ms Benu Sehgal
H. No. 402, Rock the Forest,
Gautam Bhudha nagar colony, Sector 92,
Noida, Uttar Pradesh .....RESPONDENT No 4

Pathee

Mr Narendra Bhatia
C-422, Panchvati Society,
Vikas Puri, New Delhi. .....RESPONDENT No 5

Present: Adv. Japanjot Kaur, Ld. Counsel for Complainant.
Adv. Shobit Phutela, Ld. Counsel for Respondent No.1 to 5 through VC.

ORDER : DR. GEETA RATHEE SINGH -(MEMBER)

1. Present complaint has been filed by the complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, details of sale consideration, amount paid by the complainants, 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	"Splendor Grande Phase 2", Sector-19, Panipat, Haryana.
2.	Nature of the project.	Residential

Rathee

3.	RERA Registered/Not Registered	Registered
4.	Details of the unit	B-805, 8th Floor
5.	Date of Floor Buyer Agreement	Not Executed
6.	Basic Sale Consideration	₹48,13,000/-
7.	Amount paid by the complainant	₹30,00,000/- (₹20,00,000/- refunded)
8.	Offer of Possession	NA

B. FACTS OF THE COMPLAINT AS MENTIONED IN THE COMPLAINT

3. That complainant, Bharat Gupta, is a law-abiding citizen of India residing at the address provided above. Respondent No. 1 is a registered company operating under the name and style of M/s Splendor Land Base Limited (CIN: U45201DL2002PLC118130). Respondents No. 2 to 5 are the authorized signatories, directors, and partners who actively manage the day-to-day business affairs of respondent No. 1, personally dealt with the complainant, and are jointly and vicariously liable for all acts and legal obligations of the company.

4. That in January 2013, the respondents, through their sales officials, approached and induced the complainant to book an apartment in their upcoming project, "Splendor Grande Phase 2", located at Sector 19, Panipat,

Ratree

Haryana. Relying on their representations made in utmost good faith, the complainant booked Flat No. B1-805 and paid an advance booking amount of ₹10,00,000/- via two separate cheques of ₹5,00,000/- each (Cheque No. 547987 dated 18-01-2013 and Cheque No. 547989 dated 28-02-2013, drawn on A/c No. 01711600001221).

5. That following the initial payments, the complainant repeatedly requested the execution of a formal builder-buyer agreement. The respondents delayed the process on the pretext that their RERA registration was pending. Even after securing the RERA registration certificate (Registration No. 362 of 2017 dated 17-11-2017), the respondents continued to stall the execution of the agreement under various pretexts, including citing construction delays due to the Covid-19 pandemic, leaving the complainant entirely in the dark.

6. That under compelling circumstances, the respondents finally issued an allotment letter dated 23-05-2023. This letter explicitly mandated that the allotment would become final only upon the execution of a written agreement. However, instead of executing said agreement, the respondents induced the complainant to make further payments on the false promise of imminent delivery. Trusting their assurances, the complainant paid an additional ₹20,00,000/- through the following instruments:

   i. ₹5,00,000/- via Cheque No. 000152 dated 23-05-2023.

ii. ₹5,00,000/- via Cheque No. 000156 dated 24-10-2024.

iii. ₹10,00,000/- via Cheque No. 000000000159 dated 12-12-2024 (out of which ₹5,00,000/- was returned shortly after).

7. That in total, the respondents collected ₹30,00,000/- from the complainant over a span of 12 years. Despite receiving these substantial funds, the respondents deliberately concealed facts and defrauded the complainant. Notably, in their project application submitted to this Hon'ble Authority under Temp Project ID: RERA-PKL-PROJ-1478-2024 dated 02-08-2024, the Respondents explicitly declared 'NIL' under the column "Status of construction activities in respect of sold/booked apartments", suppressing the booking and payments made by the complainant.

8. That the collection of ₹30,00,000/- over 12 years without executing a registered written agreement constitutes a blatant, ongoing violation of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 as well as the express terms of their own Registration Certificates (dated 17-11-2017 and 01-01-2018), which strictly prohibit promoters from accepting more than 10% of the total cost of the apartment without executing and registering a written agreement for sale.

C. RELIEF SOUGHT

9. In view of the facts mentioned above, the complainant has prayed for the following relief(s):-

i. To compensate the complainant for the delay and direct the Respondent-promoter to reduce the agreement in writing which has been long overdue as per the allotment letter dated 23.05.2023 of apartment no. B1-805, 8th floor to the total sale value amounting ₹48,13,000/-.

ii. That to refund the entire amount of ₹10,00,000/- along with interest @18% p.a. from the date of respective payments.

iii. That to compensate the complainant with the interest @18% for two years for withholding the amount of ₹15,00,000/- from the respective dates that has only been received back by the complainant in August, 2025.

iv. To pay punitive along with the compensation of ₹10,00,000/- on account of harassment, mental agony and undue hardship caused to the complainant on account of unfair practiced, deficiency in service and fraudulent misrepresentations..

v. To pay sum of ₹1,50,000/- towards the cost of litigation expenses..

vi. That to issue any other relief or direction as this Hon'ble Authority may deem fit in view of facts and circumstances of present case.

D. REPLY ON BEHALF OF RESPONDENT NO. 1

10. Learned counsel for the respondent no. 1 filed detailed reply on 11.03.2026 pleading therein:

11. That the respondent submitted that the complaint is completely bereft of merit, vexatious, and initiated with the sole motive to harass the respondent, abuse the process of law, and extort wrongful commercial benefits. The respondent vehemently denies all contents and allegations contained in the complaint in their entirety, except where specifically and expressly admitted herein.

12. That the complainant, of his own volition, approached the respondent in May 2023 to book an apartment in the project "Splendor Grande" at Sector 19, Panipat. He submitted an application form and paid a booking advance of ₹5,00,000/- via Cheque No. 000152 dated 23.05.2023 (Annexure R-2). An allotment letter dated 23.05.2023 was issued for apartment no. B1-805 under a time-linked payment plan. Crucially, the allotment explicitly stipulated that it would only become final and binding upon the execution of a registered agreement for sale. At this time, the project was already completed, and an application for an occupation certificate (OC) had already been filed.

13. That in September/October 2024, the complainant personally approached the respondent, expressed his financial inability to proceed with the transaction, declined to execute the agreement for sale, and requested a total refund. Accommodating this request in good faith, the respondent processed a full refund of the initial advance via Cheque No. 000748 dated 04.11.2024 for

Rathee

₹5,00,000/-, which the complainant accepted and encashed without protest, effectively terminating the transaction..

14. That the following this conclusive settlement, the complainant acted with gross malafide. To artificially create a transactional history and stage false legal claims, he unilaterally and without authorization or demand deposited subsequent cheques directly into the respondent's bank account:

    i. Cheque No. 000156 (dated 30.10.2024) for ₹5,00,000/-, deposited clandestinely while the initial refund was being processed.

    ii. Cheque No. 000159 (dated 12.12.2024) for ₹10,00,000/-, deposited entirely unprompted.

    iii. Cheque No. 000157 (dated 30.01.2025) for ₹5,00,000/-, which was subsequently dishonored with the remarks "Payment stopped by Drawer".

15. That the complainant then issued a deceptive Legal Notice dated 07-07-2025. Although entitled to forfeit the earnest money due to the complainant's deceptive acts, the respondent, purely as a gesture of goodwill, returned the entire unsolicited sum of ₹15,00,000/- via Cheque No. 186223 dated 05.08.2025.

Rattree

16. That by encashing refunds totaling ₹20,00,000/- without any demur or timely protest, the promoter-allottee relationship stood permanently dissolved. Under established RERA precedent (Anchal Verma v. M/s 4S Developers Pvt. Ltd., Comp No. 4329 of 2024) and Supreme Court jurisprudence (Sangita Sinha v. Bhawana Bhardwaj, 2025), the lack of consensus ad idem and the subsequent encashment of refund instruments leaves the complainant with no privity of contract, zero subsisting lien, and no locus standi under Section 31 of the Act.

17. That the complainant's assertion of making payments of ₹10,00,000/- in January/February 2013 toward Flat No. B1-805 is a complete fabrication and an afterthought designed to engineer a false delay timeline:

    i. The building plans for the project were only approved in March 2013. Flat No. B1-805 did not even exist conceptually or legally in January 2013 when the alleged cheques were issued.

    ii. The complainant has failed to produce any application form, payment receipt, acknowledgement, or written correspondence spanning the 10-year period between 2013 and 2023 to substantiate a link between those payments and the subject unit.

18. That following the full and final refund of the complainant's valid booking and his absolute exit from the project, the respondent created lawful third-party interests. Apartment No. B1-805 was permanently allotted to Ms.

Pattree

Monika Arora and Mr. Sandeep Arora via a registered agreement for sale dated 04.10.2025 (Annexure R-4). As held in Sanghi Bros (Indore) Pvt Ltd v. Kamlendra Singh (2023), it is legally inequitable and impossible to enforce specific performance on a property where third-party rights have cleanly vested.

19. Under Section 16(c) of the Specific Relief Act, 1963 and Section 51 of the Indian Contract Act, 1872, specific performance cannot be enforced by a party who has abandoned the transaction, failed to execute essential reciprocal agreements, or voluntarily withdrawn. The continuous "readiness and willingness" required as a condition precedent for such reliefs (Mehboob-Ur-Rehman v. Ahsanul Ghani, 2019; C.S. Venkatesh v. A.S.C. Murthy, 2020) is totally absent, given the Complainant's active request for a refund.

20. The complainant's prayers seeking interest, damages for mental agony, and litigation expenses are legally untenable before this core Authority. Per the landmark judgment of the Hon'ble Supreme Court in M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P., any claims seeking quantum-based compensation and legal costs under Sections 12, 14, 18, and 19 must be filed and adjudicated exclusively before the Ld. Adjudicating Officer under Section 71 & 72 of the RERA Act, rendering these demands outside the jurisdiction of this Authority.

21. The complaint improperly impleads respondent's No. 2 to 5 in their individual capacities. The initial conditional transaction was strictly an institutional contract with respondent no. 1/company. No privity of contract exists between the complainant and these individual officers, and their inclusion is a malicious attempt to exert undue personal pressure.

E. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT

22. Learned counsel for the complainant and respondent reiterated the submissions as were made in complaint and reply.

F. ISSUES FOR ADJUDICATION

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

G. PRELIMINARY OBJECTIONS

1 Objection under Section-16(c) of Specific Relief Act.

Respondent has raised preliminary objection that complaint is not maintainable as terms of the bar as provided under Section 16(c) of the Specific Relief Act, 1963, and therefore are not entitled to the relief sought, relevant extract of which reads as under:

Section 16- Personal Bars to Relief-

Patree

Specific Performance of a contract cannot be ordered in favor of person *clause c: - who fails to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant.*

Authority observes that it is a settled legal position that RERA is a special legislation enacted to protect the interests of homebuyers and provides an independent adjudicatory mechanism, and the remedies under the Act cannot be defeated by technical objections based on civil law doctrines.

Further, Section 89 of the Real Estate (Regulation and Development) Act, 2016, expressly provides that the provisions of the Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for time being in force. In view of the overriding effect accorded to the Act, any reliance placed by the respondent upon Section 16(c) of the Specific Relief Act, 1963 to restrict the statutory entitlement of allottee, is wholly misplaced and untenable in law.

Furthermore, complainant is seeking a relief of refund of amount paid and not specific performance of contract by seeking possession. Accordingly, the objection of the respondent based on Section 16(c) of the Specific Relief Act is misconceived and is hereby rejected.

H. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

24. As per facts and circumstances complainant had booked a residential unit in the project of the respondents namely "Splendor Grande Phase 2" situated in sector- 19, Panipat, Haryana on 23.01.2013. The promoter/respondent issued the allotment letter dated 23.05.2023 with respect to a unit bearing No. B-805, 8th Floor, admeasuring 788 sq. ft. for a basic sale consideration of ₹48,13,000/- against which the complainant has paid an amount of ₹30,00,000/- till date.

25. The Authority has gone through the facts of the complaint as submitted by the complainant. In light of the background of the matter, the fundamental controversy revolves around the date from which the complainant is to be recognized as an "allottee." The respondent no. 1 contends that the relationship commenced only in 2023 with the issuance of an allotment letter. Whereas, the complainant has placed on record a statement of accounts and a supporting affidavit (filed on 02.06.2026) demonstrating that a total sum of ₹10,00,000/- was transferred to the respondent as payment for the unit in two tranches, firstly, Cheque No. 547987 for ₹5,00,000/- issued on 18.01.2013 in favor of M/s Splendor Landbase Ltd. duly credited into the respondent's account on 23.01.2013; and secondly, Cheque No. 547989 for ₹5,00,000/- issued on 28.02.2013 in favor of M/s Splendor Landbase Ltd. credited into the respondent's account on 28.02.2013. Furthermore, ld. Counsel for the complainant relied upon the annexure C-8 reveals that the

license for the development of the said project was well obtained by the respondent as early as 2008. Ld. Counsel for the complainant accordingly prayed that due date be reckoned w.r.t. 23.01.2013.

26. Despite being granted due opportunity, respondent no. 1 failed to file any rebuttal to this affidavit. In the absence of a denial, and given that the respondent no. 1 failed to establish any personal or familial nexus that would otherwise explain such a transfer. Therefore, Authority find that these payments were made specifically in furtherance of a real estate transaction on the basis statement of accounts and a supporting affidavit (filed on 02.06.2026) demonstrating that a total sum of ₹10,00,000/- was transferred to the respondent in two tranches on 23.01.2013 and 28.02.2013 towards a unit in a project being developed by respondent.

27. As has been observed by the Hon'ble Supreme Court in adjudication of various complaints pertaining to builder buyer relationship, the promoter occupies a position of unfair advantage and dominance. The "Builder-Buyer Agreements" are unilaterally drafted, and frequently described as "take-it-or-leave-it" contracts, where the terms are slanted in favour of the promoter. The allottee, who is often an individual consumer with limited legal or commercial leverage, is put down to a submissive position, and compelled to accept terms that strip them of their rights while shielding the promoter from accountability. The history of this complaint is a quintessential example of

this manipulation. By delaying the execution of a registered agreement and stalling under the pretext of pending RERA registrations or "market conditions," the respondent exercised its dominant position to keep the complainant in a state of perpetual uncertainty. The respondent controlled the flow of information, the timing of documentation, and the financial requirements, leaving the complainant with no meaningful path to protect their investment.

28. The RERA Act was explicitly designed to address this imbalance in relationship of an allottee and the promoter. It serves as a remedial statute to protect the allottee from such exploitative and unfair practices. When a promoter exploits the allottee's vulnerability to delay documentation or retain capital indefinitely, the law does not view the subsequent lack of an agreement as a failure of the allottee, but as a failure of the promoter's statutory duty.

In this regard, perusal of Annexure C-8 submitted by the complainant, which is the official application form submitted by the respondent before HRERA for registration of the said project, clearly reveals that the license for the development of the said project was well obtained by the respondent as early as 2008. It is a recognized reality of the real estate sector that before enactment of RERA Act, 2016, 'pre-launch' bookings were common, often earlier than formal plan approvals. The fact that the respondent possessed a valid development license since 2008 directly correlates with the payment of ₹10,00,000/- in the account of respondent 'M/s Splendor Landbase Ltd.' in early 2013, compelling this Authority to draw a clear legal inference that these funds were accepted solely in the context of booking a unit in the said project, and no other underlying commercial or personal relationship can be established between the parties. The Authority holds that the moment a promoter accepts funds from an applicant, a fiduciary relationship is established, and the protections of the Act are triggered. Even when the formal allotment letter was issued in 2023, the Authority recognizes the complainant's status as an "allottee" having been commenced in 2013, i.e., the date of the first advance made by the complainant in this matter.

29. Complainant is aggrieved by the fact that despite a lapse of more than 13 years from the date of payment, respondent has failed to reduce the agreement in writing.

30. In the present case, builder buyer agreement was not executed between the parties. Authority observes that in absence of clause with respect to handing over of possession or any written agreement, it cannot rightly ascertain as to when the possession of said plot was due to be given to the complainant. It has been observed that period of 3 years is reasonable time for development of a project and handing over of possession as held by **Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now**

Rathee

known as M/s Hicon Infrastructure) & Anr. Therefore, Authority deems appropriate to ascertain deemed date of possession from the date of first payment made by the complainant i.e., 23.01.2013. Accordingly, deemed date of possession works out to be 23.01.2013.

31. However, the respondent no. 1 in its reply submitted that the third party rights has been created after the complainant accepted the full refund without any protest. The said apartment no. B1-805, 8th floor, has been allotted to Ms. Monika Arora and Mr. Sandeep Arora vide agreement for sale dated 04.10.2025, executed between the respondent and the said allottee. Further, the complainant vide present complaint is seeking primary relief of refund.

32. The contention raised by respondent no. 1, asserting that the underlying transaction stands conclusively settled and concluded by virtue of the refunds totalling ₹20,00,000/- in parts (₹5,00,000 on 04.11.2024 and ₹15,00,000 05.08.2025), thereby leaving the complainant with no subsisting lien or locus standi. This argument is fundamentally flawed and untenable under the regulatory framework of the Act of 2016. The documentary record confirms that while certain intermediate amounts were subsequently returned to the complainant in patches, the initial principal advance of ₹10,00,000/- received by the promoter in January and February of 2013 continues to remain retained within the absolute custody and enjoyment of the respondent.

A promoter cannot be permitted to enjoy, utilize, and retain the core capital of an allottee for over a decade. Respondent failed to reduce the arrangement into a registered Builder-Buyer Agreement and then unilaterally declare the statutory promoter-allottee relationship 'permanently dissolved' by merely returning a subsequent portion of the total funds invested. The continued retention of the initial ₹10,00,000/- constitutes a clear, and a surviving cause of action. The statutory protections and remedial liabilities under Section 18 of the Act cannot be extinguished through an incomplete, non-consensual refund, especially when the promoter remains in continuous enjoyment of the allottee's historical capital without fulfilling their corresponding obligations of development and documentation.

33. Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

> *"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"

Further, the definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.
Explanation.-For the purpose of this clause-
(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

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

"Rule 15: *"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of india highest marginal cost of lending rate +2%:*
Provided that in case the State Bank of India marginal cost of lending rate (NCLR) 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"

34. Hence, Authority directs the respondent to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana

Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate SBI (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.

35. The complainant has prayed for interest @18% per annum. However, the RERA Act, 2016, read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, prescribes interest at the rate of SBI MCLR + 2%, which, as on date, works out to be **10.80% per annum**. Accordingly, the interest shall be calculated and awarded at this statutory rate.

36. Authority has got calculated the interest on total paid amount from date of payments till date of order and same is depicted in the table below:

Sr. No.	Amount Paid (in ₹)	Date of Payments	Date of Refund	Interest (in ₹) till 21.07.2026
1.	₹5,00,000/-	23.01.2013	-	₹7,29,074/-
2.	₹5,00,000/-	28.02.2013	-	₹7,23,748/-
Total	**₹10,00,000/-**			**₹14,52,822/-**

Interest on already refunded amount from the date payment upto the date of refund				
Sr. No.	**Amount Paid (in ₹)**	**Date of Payments**	**Date of Refund**	**Interest (in ₹) till date of refund**
1.	₹5,00,000/-	13.06.2023	06.11.2024	₹75,896/-
2.	₹5,00,000/-	30.10.2024	06.08.2025	₹41,573/-
3.	₹10,00,000/-	12.12.2024	06.08.2025	₹70,422/-

Rattree

Total	**₹20,00,000/-**			**₹1,87,891/-**

37. Further, with regards to the relief seek by the complainant especially at point (i), (iii), (iv) & (v). It is observed that 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 U.P. & ors."*** (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation & litigation expenses.

I. DIRECTIONS OF THE AUTHORITY

38. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent No. 1 is directed to refund the amount to the complainant as specified in the table provided in para 36 of this order. It is further clarified that respondent will remain liable to pay the interest to the complainant till the actual date of realization of the amount.

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

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

Rathee

DR. GEETA RATHEE SINGH
[MEMBER]