HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**442 of 2025**
Date of filing:	**17.04.2025**
First date of hearing:	**26.05.2025**
Date of decision:	**17.08.2026**

Vikas Singhal
S/o Mahabir Prasad Singhal
R/o House no. 1015, Sector-7 Extension,
Near market, Gurgaon, 122001,
Haryana-122001 ……COMPLAINANT

Versus

Oasis Landmark LLP
Godrej One, 5th Floor,
Pirojshanagar, Eastern Express Highway,
Vikhroli (East), Mumbai-400079 ...RESPONDENT

Present: - Adv. Vijay pal Chauhan, counsel for complainants through VC.

Adv. Saurabh Gauba, counsel of respondent through VC.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed by the complainant on 17.04.2025 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, 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 RERA, 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, 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.	Godrej Green Estate, Sector-34, Sonipat, Haryana
2.	Nature of the project.	Plotted Housing colony
3.	RERA Registered/not registered	Registered vide no. HRERA-PKL-SNP-348-2022 dated 14.09.2022
4.	Details of allotted unit.	Unit No.-C-181, measuring 168.29 sq. yds.

5.	Date of Plot Buyer Agreement-	30.03.2023
6.	Deemed date of possession	31.03.2025
7.	Amount paid by the complainant	₹12,32,276/-
9.	Basic Sale Price	₹1,08,38,568/-
10.	Completion certificate received on	29.03.2023

B. FACTS OF THE COMPLAINT

3. That being impressed by the advertisement shown by the Respondent and its agent/authorized representatives through various mode of communication/ publication/advertisements including but not limited to news-papers and pamphlets the complainant came to know that the Respondent is developing a project under Deen Dayal Jan Awas Yojna (in short "DDJAY" Colony) under the name and style of "Godrej Green Estate" in the revenue Estate of Village Rathdhana, Sector 34, Sonipat, Haryana (hereinafter referred to as the "said Project". under the DDJAY/Affordable Housing Policy, 2013 notified by the Government of Haryana. The DTCP Haryana granted License bearing No.110 Dated 10.08.2022. Also the layout plan Drawing No.8505 Dated 10.08.2022 has been approved for the above mentioned Project. The Promoter registered

with RERA and obtained RC bearing No. HRERA-PKL-SN-348_2022 dated 14.09.2022 under this policy the Respondent invited application from General Public.

4. That the complainant applied for allotment of a residential plot with the Respondent vide application dated 30.09.2022 along with necessary documents and booking amount ₹6,00,000/- (Rupees Six Lakh only). The same was confirmed by mail from CRM department of the respondent and assigned Priority No. 497. A copy of email dated 30.09.2022 is annexed as Annexure C-2. Thereafter, vide Allotment Letter dated 18.11.2022 the complainant was allotted a Plot bearing no. C - 181 having an area of 168.29Sq.Yards (140.71 Sq. Mtrs.) in the said project. Copy of the Allotment Letter is annexed as Annexure - C3. Allotment of the plot was made against total sale consideration ₹1,23,22,758.34 which was inclusive of IDC, EDC and exclusive of applicable taxes. Also the respondent acknowledge the initial payment of ₹12,32,276/- being part of Total Price. Rest of the payments were to be made as per Payment Plan attached with the allotment letter.

5. That one sided 'Agreement to Sale' without specifying any date was not signed by the either parties, handed over by the respondent. The terms and conditions of the Agreement were totally one sided in favour of the

respondent and against the complainant. Copy of the unsigned Plot Buyer's Agreement is annexed as Annexure - C4.

6. That when the complainant visited the office of the respondent, complainant found that the plot allocated to the complainant is not fit as per desire/demand of the complainant.

7. That the complainant, sometime in December, 2022, visited the site of the Project and office of the respondent to seek refund of his amount as the complainant did not want to go further with the decision to buy the said plot. But CRM department of the respondent orally assured that they will talk with management for his refund and take approval. During December 2022 to Jan 2023, complainant made several visits the respondent but respondent always gave oral assurances that talks with management are going on. When complainant requested CRM department of the respondent to provide email id so that complainant can give his request through mail to management, CRM department of respondent assured that there is no need to give request in writing.

8. That whenever the complainant visited the office of the respondent, he was sent back on verbal assurance that his grievance would soon be redressed. However, till date there is no progress at all.

9. That the complainant received Demand Letter No. 2 dated 31.01.2023 for further payment. Than complainant again visited the office of respondent and it was informed that the said letter is issued in routine and refund is already in process. Demand Letter dated 31.01.2023 is annexed as Annexure C - 5.

10. That on 03.04.2023 complainant again received Demand Letter. Complainant again visited the office of respondent who apprise the complainant that management is not ready for refund, which gave utter shock to the complainant. The Demand Letter is annexed as Annexure – C-5.

11. That on 25.04.2024, complainant received a final reminder letter before termination of the Allotment Letter dated 18.11.2022 against the said Unit GODGE- C-181, which is annexed as Annexure C-6.

12. That, it is pertinent to mention here that there is no BBA signed by the either of the parties and other formalities to complete the sale and complainant wants to withdraw from the project and prayed to refund the whole amount paid to the respondent with applicable interest.

13. That the entire sequence of events leading to the instant complaint establish the malafide intent of the respondent to defraud the complainant of his hard earned money. In this hue, it is reverentially submitted that such conduct on

the part of the respondent a tantamounts to breach of the contractual obligations of the Agreement.

14. Ergo, the complainant is entitled to exercise its right conferred by the Real Estate (Regulation & Development) Act, 2016 under section 31, read with section 19(3), read with section 18 on in alternative section 19(4), read with section 18 of the

15. That the great prejudice shall be caused to the complainant if the present complaint with humble submission and relief is not allowed.

16. That there are clear unfair trade practices and breach of contract and deficiency in services of the Respondent and much more a smell of playing fraud with the complainant and other allottees and is prima facie clear on the part of the Respondent which makes them liable under the provisions of the RERA Act.

17. That the complainant wants to withdraw from the Project and pray to refund of the whole amount which complainant paid against the said Plot. The Respondents has not fulfilled its obligations provided under the RERA Act, 2016 and therefore the Respondent is obligated to pay interest at the prescribed rate.

C. RELIEFS SOUGHT

18. Complainant has sought following reliefs:

i. To withdraw from the project and seeking refund of full amount.

ii. To direct the respondent to refund with interest on the amount paid by the complainant as per the provisions of the RERA Act, 2016.

iii. The complainant is also entitled to any other relief to which he is found entitled by this Hon'ble Authority.

D. REPLY ON BEHALF OF RESPONDENT

Respondent filed a detailed reply on 06.10.2025 pleading therein as under:

19. That the present complaint is misconceived, false, frivolous, and has been filed with a malafide intent only to mislead this Hon'ble Authority and to conceal the complainant's own contractual defaults. The complainant has failed to make payments as per the Payment Schedule agreed under the Application Form, Allotment Letter, and Builder Buyer Agreement (hereinafter referred to as "BBA") and has also failed to come forward for timely registration of the said Agreement despite repeated reminders from the Respondent. The complainant, after being fully aware of the terms and conditions of allotment, voluntarily executed all the contractual documents and were bound by their provisions. However, the complainant defaulted in

making timely payments, committed a material breach, and are now attempting to take undue advantage of their own wrong by seeking refund contrary to the contract.

a. *Failure of the complainant to make payments as per agreement*

20. The complainant, after going through and understanding the Payment Schedule incorporated under the Cost Sheet, Allotment Letter and the BBA, voluntarily executed the same. Copy of the Cost Sheet is annexed herewith as Annexure R2. Despite repeated reminders dated 31.01.2023 and 03.04.2023, the complainant failed to pay the due instalments towards the total sale consideration Accordingly, the respondent was constrained to issue a final reminder letter dated 25.04.2023. Copy of the said letter is annexed as Annexure R8. Copy of termination letter dated 24.05.2023 is annexed as Annexure R-11. Respondent also issued a post termination notice dated 05.09.2024 informing about the termination of the plot. Copy of notice dated 05.09.2024 is annexed as Annexure R9. Thus, the default lies entirely with the complainant, and the respondent has not committed any breach or deficiency. The Respondent has acted strictly in terms of the contract, and there is no violation of Section 13 of the RERA Act as alleged.

b. Delay on the part of the complainant to execute and register the BBA

21. Clause 19 of the Application Form categorically provides that if the complainant fails to come forward for registration of the BBA, the Respondent shall be entitled to cancel the Application and forfeit the Booking Amount. That the Respondent, through letter dated 19.04.2023 and reminder letters dated 04.04.2023 and 13.04.2023, repeatedly requested the complainant to execute and register the BBA. However, the complainant failed to do so and thereby violated the agreed terms. Copies of the reminder letters are annexed as Annexure R3. The complainant has intentionally concealed such correspondence and have approached this Hon'ble Authority with unclean hands.

c. Complainant misleading the Hon'ble Authority

22. The complainant, after doing independent research and due diligence, applied for allotment of a plot in the Respondent's project "Godrej Green Estate", situated at Sector 34, Sonipat, Haryana. The complainant voluntarily executed the Application Form dated 03.10.2022, which clearly recorded that he was fully aware of the nature and scope of the project and that all information furnished by him was true and complete. Copy of the Application Form is annexed as Annexure R-5. Pursuant thereto, the Allotment Letter dated

18.11.2022 was issued to the complainant for Plot No. C-181, for a total sale consideration of ₹1,23,22,758.34/-. Copy of the Allotment Letter is annexed as Annexure R-6. As per Clause 5 of the Allotment Letter, the complainant was required to register the BBA within 15 days of issuance of the Allotment Letter, failing which the Respondent was entitled to cancel the allotment and forfeit the booking amount. However, the complainant failed to comply despite reminders. Eventually, the complainant executed the Builder Buyer Agreement (BBA) only on 30.03.2023 after substantial delay. Copy of the executed BBA is annexed as Annexure R-4.

d. *Contractual terms and default*

23. As per Clause 2.5 and Clause 6 of the BBA, the complainant was required to make payments as per the Payment Plan (Schedule VI) and it was expressly agreed that "time is the essence" for both parties. The Booking Amount/Earnest Money, being 10% of the total sale consideration, was a genuine pre-estimate of loss and not a penalty, as provided under Clause 2.3.1 of the BBA. The complainant made only a part payment of ₹12,32,276/- and failed to pay the remaining balance. This clearly establishes that the default was solely on the part of the complainant. The respondent has strictly adhered to the terms of the Agreement and raised demands only as per the Payment

Schedule incorporated under the BBA. The Respondent also obtained the Completion Certificate dated 29.03.2023 from the Directorate of Town and Country Planning, Chandigarh, Copy of which is annexed as Annexure R-10. As on 03.04.2023, there is a principal outstanding amount of ₹61,61,379. Despite several demand and reminder letters (Annexure R7 Colly), the complainant failed to clear dues and instead filed the present Complaint to avoid their liabilities.

e. *Losses suffered by the respondent*

24. The Respondent has suffered significant financial loss and opportunity cost due to non-payment by the complainant. The complainant's default deprived the Respondent of the right to sell the said plot to another genuine buyer who could have complied with the agreed payment terms. The Application Form, Allotment Letter, and BBA clearly defined that 10% of the sale consideration shall be treated as Earnest Money, meant to ensure performance of the buyer's obligations. In the present case, the complainant having defaulted, the forfeiture of Earnest Money is strictly in accordance with the contract. The said amount represents a genuine pre-estimate of damages, and its forfeiture is lawful.

f. *Complainant cannot take advantage of their own wrong*

25. The complainant, having defaulted in making timely payments and voluntarily sought cancellation, cannot now claim refund by invoking the equitable jurisdiction of this Hon'ble Authority. The Complaint is an afterthought, filed only to evade contractual obligations and extract undue financial benefit. Hence, it deserves to be dismissed with exemplary costs.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

26. Counsels appearing on behalf of both the parties reiterated the submissions made in their respective complaint/reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

F. ISSUES FOR ADJUDICATION

27. Whether the complainant is entitled for refund of the amount deposited by them along with interest in terms of Section 18 of RERA, Act of 2016?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

In light of the background of the matter as captured in this order and also the arguments submitted by the learned counsels for both the parties, the Authority observes as under:

28. That the complainant had booked a plot in the real estate project; "Godrej Green Estate" being developed by the promoter namely; "Oasis Landmark LLP". In consonance to the same, complainant was allotted plot no. C-181, admeasuring 168.29 sq. yds. in the project known as "Godrej Green Estate" situated at Sector-34, Rathdhana Village, Sonipat, Haryana. The Builder Buyer Agreement was executed between the parties on 30.03.2023. Complainant has paid a total sum of ₹12,32,276/- against the total sale consideration of the unit amounting to ₹1,23,22,758.34/- . Respondent received a Completion Certificate from the competent Authority on 29.03.2023.

29. As per Clause 8.1 of the agreement for sale "*The promoter, based on the approved plans and specifications shall offer possession of the plot on or before 31.03.2025.....*" As clearly stated in the agreement, deemed date of possession as per agreement is **31.03.2025.**

30. The issue to be adjudicated by the Authority is whether complainant is entitled to refund of his paid amount.

31. The Authority deems it appropriate to examine the factual matrix of the present case in detail before arriving at any conclusion. It is an admitted position on record that the respondent was obligated to hand over possession

of the allotted plot/unit on or before 31.03.2025. However, the respondent has placed on record the Completion Certificate dated 29.03.2023, evidencing that the project had been completed much prior to the committed date of possession. While the respondent has established that the Completion Certificate was obtained on 29.03.2023, there is nothing available on record to demonstrate that the complainant was ever informed about the receipt of the said Completion Certificate. The Authority has also perused the communications relied upon by the respondent, namely the demand letters dated 03.04.2023 and 25.04.2023, the termination letter dated 24.05.2023, and the post-termination notice dated 05.09.2024. A careful examination of these documents reveals that although they were issued after the grant of the Completion Certificate, none of them can be construed as a valid offer of possession. At the same time, it is not disputed that the complainant had deposited an amount of ₹12,32,276/- with the respondent in the year 2022. The respondent continues to retain the said amount till date. No material has been placed on record to show that any part of the deposited amount was refunded to the complainant after cancellation of the allotment.

32. When an allottee becomes a part of the project it is with hopes that he will be able to enjoy the fruits of his hard earned money in terms of a safety and

security of his own home. However, in this case due to peculiar circumstances complainant has not been able to enjoy the fruits of his investment capital as the possession of the plot in question is shroud by a veil of uncertainty. complainant had invested an amount of about ₹12,32,276/- with the respondent to gain possession of a residential plot. However respondent has miserably failed to offer possession of the unit within the timeline as agreed in the agreement.

33. Complainant is at liberty to exercise his rights to withdraw from the project on account of default on the part of respondent to deliver possession and seek refund of the paid amount. Section 18 (1) (a) of the Act confers unqualified right upon the allottee to withdraw from the project and demand refund along with interest. Even the Hon'ble Supreme Court in the matter of "**Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others** " in CIVIL APPEAL NO(S). 6745 - 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right to seek refund of amount paid to the promoter along with interest. Para 25 of this judgementis reproduced below:

> "25. *The unqualified right of the allottee to seek refund referred underSection 18(1)(a) andSection 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."

However this valuable right to demand refund of amounts paid along with interest has to be exercised within a reasonable period of time by the complainant. Now the question arises is what shall constitute a reasonable time to exercise their right to seek refund. In this case, complainant does not allege any delay in development of the project, absence of statutory approvals, non-obtainment of completion certificate, change in layout plan, title defect, or any other breach attributable to the respondent. Rather, the complainant has only pleaded that upon visiting the project site and office of the respondent, he found that the allotted plot was not suitable as per his desire and requirement. Even for this communication complainant has failed to place reliance upon any written document. Subsequently, the complainant approached the respondent seeking refund of the deposited amount as he did not wish to proceed further with the purchase of the said plot. Thus, the material on record indicates that the complainant sought withdrawal from the project on account of personal preference and not because of any default on the part of the respondent-promoter.

34. It is further observed that the complainant has himself admitted receipt of demand notices dated 31.01.2023 and 03.04.2023. The respondent has placed on record copies of the said demand notices as well as the final reminder dated 25.04.2023, termination letter dated 24.05.2023 and post-termination communication dated 05.09.2024. The complainant has not disputed the receipt of these communications and has also not placed any material on record to establish that the subsequent instalments payable under the payment plan were ever paid. Accordingly, the default in payment of the outstanding sale consideration stands established from the record. The respondent has further pleaded that Clause 2.3.1 of the Builder Buyer Agreement specifically provide for cancellation of allotment and forfeiture of the booking amount/earnest money in the event of default on the part of the allottee. The respondent has also produced an executed Builder Buyer Agreement dated 30.03.2023, whereas the complainant has disputed the execution of the same. Be that as it may, the record prima facie reflects that repeated opportunities

were granted to the complainant to comply with his contractual obligations, which remained unfulfilled. The Authority further notes that the total sale consideration of the allotted plot was ₹1,23,22,758.34/- and the amount deposited by the complainant was ₹12,32,276/-, which is approximately 10% of the total sale consideration. The respondent has specifically pleaded that the said amount constituted the earnest money under the contractual documents executed between the parties. In the facts of the present case, where the complainant voluntarily sought withdrawal from the project and thereafter failed to comply with the payment obligations despite repeated notices and reminders, the respondent cannot be faulted for initiating cancellation proceedings in accordance with the contractual terms. Accordingly, complainant would be entitled to refund of the deposited amount subject to forfeiture of the earnest money.

35. So, the Authority finds it to be a fit case for allowing refund in favour of complainant subject to forfeiture of earnest money. Earnest money is defined by Hon'ble Supreme Court in judgment dated 03.02.2025 passed in **Godrej Projects Development Limited vs. Anil Karlekar & Ors.** Civil Appeal no. 3334 of 2023.

> "This Court in the case of SatishBatra v. SudhirRawal (supra), after considering the earlier judgments of this Court, has observed thus:

"15. The law is, therefore, clear that to justify the forfeiture of advance money being part of "earnest money" the terms of the contract should be clear and explicit. ***Earnest money is paid or given at the time when the contract is entered into and, as a pledge for its due performance by the depositor to be forfeited in case of nonperformance by the depositor.*** *There can be converse situation also that if the seller fails to perform the contract the purchaser can also get double the amount, if it is so stipulated. It is also the law that part-payment of purchase price cannot be forfeited unless it is a guarantee for the due performance of the contract. In other words, if the payment is made only towards partpayment of consideration and not intended as earnest money then the forfeiture clause will not apply.*

16. When we examine the clauses in the instant case, it is amply clear that the clause extracted hereinabove was included in the contract at the moment at which the contract was entered into. It represents the guarantee that the contract would be fulfilled. In other words, "earnest" is given to bind the contract, which is a part of the purchase price when the transaction is carried out and it will be forfeited when the transaction falls through by reason of the default or failure of the purchaser. There is no other clause that militates against the clauses extracted in the agreement dated 29-11-2011.

We are, therefore, of the view that the seller was justified in forfeiting the amount of Rs 7,00,000 as per the relevant clause, since the earnest money was primarily a security for the due performance of the agreement and, consequently, the seller is entitled to forfeit the entire deposit. The High Court has, therefore, committed an error in reversing the judgment of the trial court."

Further, as per 2.3.1 clause of plot buyer agreement earnest money shall be 10% of the Total price. Also as per the decision in Appeal no. 292/2019 titled as **Experion Developers Pvt Ltd vs Sanjay Jain & Smt. Kokila Jain,** wherein Hon'ble Appellate Tribunal has observed that forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the Real Estate i.e. apartment/plot/building. Respondent can be allowed to deduct only 10% of sale price as earnest money which works out to ₹10,83,856/- (sale price is ₹1,08,38,568/-) and return remaining amount to the complainant.

36. In the interest of justice, the respondent is duty bound to refund the amount of **₹2,10,561/-**/- with interest from date of payments till its actual realization subject to forfeiture of the 10% earnest money. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

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

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

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

37. Consequently, as per 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. 17.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.

38. Hence, Authority directs respondent to pay refund amount to the complainant on account of failure in timely delivery of possession 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 of various payments till actual realization of the amount.

39. Authority has got calculated the interest on the total paid amount from the date of respective payments till the date of this order i.e., 17.08.2026 at the

rate of 10.80%. Complainant shall be entitled to further interest on the paid amount till realization beginning from 17.08.2026 at the rate of 10.80%. The calculations of interest are depicted below in the table:

40. In view of aforesaid discussion, earnest money, i.e. 10% of sale price; Sale price is ₹1,08,38,568/- comes out to ₹10,83,856/-. After forfeiture of earnest money, amount comes out to be (₹12,32,276/- minus ₹10,83,856/- = 1,48,420/-), the calculation of interest are depicted below in the table:-

Sr. No.	Amount	Date of payment	Interest upto 17.08.2026
1.	₹1,48,420/-	03.10.2022	₹62,141/-
Total= ₹1,48,420/- + ₹62,141/-= **₹2,10,561/-**			

H. DIRECTIONS OF THE AUTHORITY

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

    i. Respondent is directed to refund the entire amount of **₹2,10,561/-** to the complainant and pay further interest beginning from 17.08.2026 till actual realization of the amount at the rate of 10.80%. Authority also directs the respondent to not create any third party rights on the unit allotted to the complainant till the actual realization of the entire amount of **₹2,10,561/-.**

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.

42. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

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NADIM AKHTAR
[MEMBER]