BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5608 of 2025**
Date of complaint	:	**31.10.2025**
Date of decision	:	**25.08.2026**

Nalini Poddar,
R/o: - 32, Shahtoot Marg DLF City-1, Gurugram, Haryana.

Complainant

Versus

M/s Raheja Developers Limited.
Having Regd. Office at: W4D, 204/5, Keshav Kunj, Western Avenue, Cariappa Marg, Sainik Farms, New Delhi-110062.

Respondent

CORAM:
Arun Kumar — **Chairman**

APPEARANCE:
Vinita Sejwal (Advocate) — Complainant
Vaibhav (Proxy Counsel) — Respondent

ORDER

1. This 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee 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	"Raheja's Aranya City", Sectors 11&14, Sohna Gurugram
2.	Project area	107.85 acres
3.	Nature of the project	Residential plotted colony
4.	DTCP license no. and validity status	25 of 2012 dated 29.03.2012 valid up to 28.03.2018
5.	Name of licensee	Ajit Kumar and 22 Others
6.	RERA Registered/ not registered	Registered vide no. 93 of 2017 dated 28.08.2017
7.	RERA registration valid up to	27.08.2022
8.	Plot no.	E-79 [page no. 28 of complaint]
9.	Plot area admeasuring	317.14 sq. yds. (Page no. 28 of the complaint)
10.	Allotment letter	20.01.2015 (page 28 of complaint)
11.	Date of execution of agreement to sell	20.01.2015 (page 32 of complaint)
	Possession clause	4.2 That the Seller shall sincerely endeavour to give possession of the **Plot to the Purchaser within thirty-six (36) months from the date of the execution of the Agreement to sell and after providing of necessary infrastructure specially road, sewer & water in the sector by the Government, but subject to force majeure conditions or any Government/Regulatory authority's action, inaction or omission and reasons beyond the control of the Seller**. However the Seller shall be entitled for compensation free grace period of +/-

		six (6) months in case the development is not completed within the time period mentioned above. In the event of Purchaser's failure to take over possession of the Plot, provisionally and / or finally allotted, within thirty (30) days from the date of intimation in writing by the Seller, then the same shall lie at his / her risk and cost and the Purchaser shall be liable to pay @ Rs. 50/- per sq. yard of the plot area per month as holding charges for the entire period of such delay. It is made clear to the Purchaser that the holding charges and the late construction charges are distinct and separate to be payable by the Purchaser to the Seller. Further if the Seller fails to give possession of the said Plot within Thirty Six (36) months plus aforesaid grace period of six (6) months from the date of execution of the Agreement To Sell and after providing of necessary infrastructure in the sector by the Government or for any reason other than the reasons stated above, then the Seller shall be liable to pay to the Purchaser compensation @ Rs. 50/- per sq. yard of the plot area per month for the entire period of such delay the adjustment of compensation shall be done at the time of conveying of the Plot. The Purchaser has understand and agrees that the compensation of Rs. 50/per sq. yard is though less than the interest payable by the Purchaser in case of delay or default or payment (s) but at the same time he appreciates and he has understood

		and accepted it to be adequate since he is the sole recipient of the entire benefit of price appreciation of his Plot
12.	Due date of possession	**20.07.2018** **[grave period is allowed]**
13	MoU	20.01.2015 (page 66 of complaint)
		It is hereby agreed by the parties that the Purchaser/Investor within a time frame of 33 months to 36 months from the date of booking, **shall be entitled to call upon the Developer in writing, to cancel the aforesaid booking at a guaranteed premium compensation of Rs. 6350/- per square yd. and in such a case the Developer/** its nominee shall cancel the said booking within 60 days of expiry of 36 months from the date of booking. It is hereby clarified that the Developer shall over and above the guaranteed premium compensation amount shall also be liable for refund of the entire amount paid by the Purchaser along with service tax so recovered from the Purchaser till date by the Developer. The. Purchaser will execute the necessary documents to surrender/cancel the allotted plot upon receipt of payment. The Purchaser shall execute such necessary deeds, documents in favour of Developer for surrender of the said plot by the Purchaser to Developer and the payment of guaranteed premium compensation shall be subject to applicable tax laws. In case of delay in making the payment by the Developer to the

		Purchaser beyond 60 days, the Developer shall be liable to pay interest @ 18% per annum for the period of delay on the total price payable to the Purchaser
14.	BSC	Rs. 1,11,87,114/- (page 35 of complaint)
15.	Amount paid by the complainant	Rs. 1,02,28,456/-
16.	Occupation certificate /Completion certificate	Not received
17.	Offer of possession without obtaining part CC	Not offered
18	Surrender email	4.9.2019 (page 74 of complaint)
19	Legal notice for refund by the complainant	26.05.2025 (page 164 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -

I. That in the year 2014, the respondent extensively advertised and launched its ambitious township project under the name and style of **"Raheja's Aranya City"**, situated at Village Raipur, Sohna Road, Rampur and Raisika, Tehsil Sohna, District Gurugram (Mewat), Haryana, falling in Sectors 11 & 14.

II. That based on the aforesaid advertisements and representations made by the respondent, and with a *bona fide* objective to purchase a residential plot, the complainant applied for allotment of a plot in the project by submitting an application form dated 13.11.2014. On the basis of the said application, the respondent issued an allotment letter dated 20.01.2015 (hereinafter referred to as a "**Letter**"), thereby allotting to

the complainant plot no. E-79 admeasuring **317.140 sq. yards** (hereinafter referred to as the "**Plot**") in the project.

III. That in pursuance thereof, the complainant duly paid the booking amount through cheque no. 041623 dated 11.11.2014 for a sum of Rs. 15,00,382/- and Cheque No. 041624 dated 21.11.2014 for a sum of Rs. 2,500/-, both drawn on Central Bank of India.

IV. That the respondent duly acknowledged the payment and thereafter issued an allotment letter, whereby the complainant was allotted the said plot.

V. That on the very same day, i.e., 20.01.2015, the complainant and the respondent entered into an agreement to sell dated 20.01.2015 (hereinafter referred to as the "**Agreement**") in respect of the Plot. Under the terms of the agreement, the total consideration amount payable for the plot was Rs. 1,50,04,095/-, excluding taxes.

VI. That, the complainant ensured to fulfil her lawful obligations and made further payments to the respondent. On 10.01.2015, the complainant issued cheque no. 041622, drawn on Central Bank of India, for Rs. 22,50,574, and Cheque No. 041625, drawn on Central Bank of India, for Rs. 3,748/-. Further, the complainant deposited TDS of Rs. 16,156 on 11.03.2015 and Rs. 23,558/- on 17.03.2015.

VII. That the respondent was under a binding contractual obligation to deliver complete possession of the said plot to the complainant within 42 months (36 months + an additional grace period of 6 months) from the date of the agreement. Time was therefore of the essence under the agreement, and the complainant was entitled to timely possession. further, the clause clearly provides that in the event of any delay in possession, the complainant was entitled to compensation @ ₹50 per sq.

yd. per month. Despite the complainant's full compliance with all payment obligations and other terms of the said agreement, the respondent has failed to deliver possession of the said plot and has not paid any compensation for the delay as stipulated under Clause 4.2.

VIII. That on 20.01.2015, the complainant and the respondent executed a Memorandum of Understanding (hereinafter referred to as the "**MOU**") in respect of the plot. The MOU provided further assurances to the complainant, including, but not limited to guaranteed premium compensation and the option to surrender the plot. it is pertinent to note that the said project was structured under a payment scheme (hereinafter referred to as the **"subvention scheme"**) between the complainant and the respondent.

IX. That on multiple occasions several communications were made by Mr. Pranav Poddar, S/o Mrs. Nalini Poddar, on the behalf of the Complainant. It is pertinent to mention that Mr. Pranav Poddar has also applied for possession of another plot bearing no. E-78, simultaneously, under the same Project. Being a senior citizen, Mrs. Nalini Poddar's son undertook the correspondence on her behalf.

X. That the respondent was under a binding legal obligation to pay the guaranteed premium of Rs. 6,350/- per sq. yd. to the complainant upon the expiry of 36 months and to deliver possession of the said plot. Despite these clear undertakings, the respondent has neither paid the guaranteed premium nor delivered possession.

XI. That Clause 6 of the MOU clearly provides for a subvention scheme, under which the complainant was not liable to pay any interest for a period of 36 months. Under the said Clause, the respondent expressly

undertook to bear such interest and committed to making timely payments directly to the relevant banking or lending institution.

XII. That in furtherance of the same, a tripartite agreement was also executed between the complainant, the respondent, and the bank, which reiterated that under the subvention scheme, for a period of 36 months the complainant would not be liable to pay any pre-EMI or interest until possession. Despite these clear assurances, the complainant was wrongfully burdened with pre-EMIs and interest charges. The complainant had, on multiple occasions, requested the bank as well as the respondent for a copy of the Tripartite Agreement, which was never provided.

XIII. That since March 2016, the complainant was in constant correspondence with the Respondent, Raheja, and the Bank, seeking a resolution of payment-related issues and updates on the project. Despite repeated requests, the complainant's concerns were not adequately addressed, and they were left uninformed about critical developments. During this period, pre-EMI amounts were wrongfully debited from the complainant's account, which were to be borne by the respondent.

XIV. That On 28.09.2016, TDS amounting to Rs. 99,269/- was deposited directly by ICICI Bank on behalf of the complainant. Further, a loan processing fee of Rs. 11,788/- was also paid to ICICI Bank. Additionally, an amount of Rs. 81,157 /- was directly debited from the complainant's bank account in October 2017.

XV. That on account of persistent defaults in delivery of possession and continuous breach of contractual obligations, the complainant was constrained to exercise her contractual right of surrender in terms of Clause 8 of the MOU. Accordingly, *vide* email dated 04.09.2019, the

complainant formally surrendered the plot. in terms of the mou, such surrender entitled the complainant to refund the entire consideration paid along with guaranteed premium compensation and interest at the rate of 18% per annum in case of delay.

XVI. That despite such surrender, the respondent failed to refund the amounts or comply with its obligations. On the contrary, the complainant was wrongfully burdened with debits towards EMIs and suffered financial loss, in complete violation of the terms of the Agreement to Sell and the MOU. The respondent attempted to divert the complainant with alternative proposals. *Vide* email dated 28.01.2021, the respondent proposed a swap of the surrendered plot with units in another project "**Raheja's Revanta**" (hereinafter referred to as "**Revanta**") Subsequently it, contained vague assurances of project completion and other untenable offers.

XVII. That the complainant categorically rejected such proposals, repeatedly pointing out that the project "Revanta" was not progressing and demanded enforcement of the original buy-back scheme. The complainant specifically sought refund of the principal investment, guaranteed premium compensation, pre-EMI reimbursement, and interest @18% per annum, as contractually assured.

XVIII. That in 2022, the respondent further suggested allocation of three additional plots in lieu of the buy-back premium and interest, while simultaneously shifting the burden of stamp duty and registration charges upon the complainant. such proposals were contrary to the MOU and placed additional financial burden upon the complainant.

XIX. That throughout 2021–2023, the complainant repeatedly followed up with the respondent, pressing for refund or enforcement of the buy-back

scheme. However, the respondent remained evasive and continued to wrongfully retain the complainant's hard-earned funds.

XX. That the complainant is legally obligated to repay a loan of Rs. 1,02,28,456/- to ICICI Bank, the entirety of which was disbursed directly to the respondent. This has created a profoundly inequitable situation where the complainant bears the entire financial burden of the loan liability while being deprived of the possession of the plot, for which the payment was intended.

XXI. That till date, the complainant has paid a sum of Rs. 1,88,53,966/-, which also includes the latest pre-EMI payment of Rs. 80,750/- made on 28.03.2025.

XXII. That left with no other recourse, the complainant, served a Legal Notice dated 26.05.2025 upon the respondent, calling upon them to refund the entire amount paid, along with reimbursement of pre-EMIs, guaranteed premium compensation, contractual compensation under the Agreement to Sell, and interest @18% per annum. However, when no reply was received, a reminder notice dated 24.07.2025 was also sent, to which no response was received either.

XXIII. That it is pertinent to place on record that the complainant has also filed a claim on 12.09.2025 under Form C of the Insolvency and Bankruptcy Code, 2016, in the corporate insolvency resolution process bearing C. P. No. (IB) 284 of 2025 titled as "Shravan Minocha and Ors. Vs Raheja Developers Ltd." against the respondent before the National Company Law Tribunal. However, the said process has been appealed before the National Company Law Appellate Tribunal and has been stayed *vide* order dated 02.09.2025.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

I. **Direct the respondent to refund the entire booking amount of Rs. 38,96,187/-, along with interest @ 18% per annum from the date of issuance of the Allotment Letter till the date of realization.**

II. **Direct the respondent to reimburse all pre-EMIs and interest wrongfully deducted from the complainant's account, aggregating to Rs. 47,29,323/-, together with interest @ 18% per annum.**

III. **Direct the respondent to reimburse the loan amount of Rs. 1,02,28,456/- disbursed by ICICI Bank to the respondent, along with interest @ 18% per annum.**

IV. **Direct the respondent to pay the guaranteed premium compensation at the rate of Rs. 6,350/- per sq. yd. for Plot No. E-79, as stipulated under the Memorandum of Understanding dated 20.01.2015, along with interest @ 18% per annum.**

V. **Direct the Respondent to pay compensation to the complainant of an amount of Rs. 10,00,000/- on account of unfair trade practice, negligence, harassment, deficiency in service, breach of commitments / agreements etc. for such other sum as per the provisions of the RERA Act, 2016 and the Rules made thereunder**

5. The respondent-promoter has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondent.

D. Jurisdiction of the authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

7. 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 complete territorial jurisdiction to deal with the present complaint.

D.II Subject-matter jurisdiction

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

> ***Section 11***
> .....
> *(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

9. 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.

10. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private***

Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357 *and 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*** wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

11. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

E. Findings on the relief sought by the complainant.

E.I Direct the respondent to refund the entire booking amount of Rs. 38,96,187/-, along with interest @ 18% per annum from the date of issuance of the Allotment Letter till the date of realization.

E.II Direct the respondent to reimburse all pre-EMIs and interest wrongfully deducted from the complainant's account, aggregating to Rs. 47,29,323/-, together with interest @ 18% per annum.

E.III Direct the respondent to reimburse the loan amount of Rs. 1,02,28,456/- disbursed by ICICI Bank to the respondent, along with interest @ 18% per annum.

E.IV Direct the respondent to pay the guaranteed premium compensation at the rate of Rs. 6,350/- per sq. yd. for Plot No. E-79, as stipulated under the Memorandum of Understanding dated 20.01.2015, along with interest @ 18% per annum.

12. The complainant filed an application dated 16.04.2026 seeking revival of the present complaint, which had been adjourned *sine die* on account of the respondent being admitted into the Corporate Insolvency Resolution Process (CIRP) and the declaration of a moratorium by the Hon'ble National Company Law Tribunal (NCLT). The Authority, vide its order dated 18.09.2025, had adjourned the present complaint *sine die*. Subsequently, vide order dated 10.04.2026, the Hon'ble NCLT revived and restored the proceedings against the respondent to their original position. In view of the aforesaid, the present application is allowed, and the complaint is restored to its original position for further proceedings.

13. The complainant states that she was allotted plot no. E-79 in the respondent's project "Raheja's Aranya City" pursuant to the Agreement to Sell and MOU dated 20.01.2015. Despite making substantial payments, the respondent failed to deliver possession within the stipulated 42 months, pay the guaranteed premium of Rs. 6,350/- per sq. yd., or honour the subvention scheme under which it was liable to bear pre-EMIs/interest. Consequently, the complainant surrendered the plot on 04.09.2019 under the MOU and became entitled to refund of the amounts paid, guaranteed premium and interest @18% p.a. Despite repeated demands and correspondence, the respondent neither refunded the amount nor honoured its contractual

obligations and instead made alternative proposals, which were rejected. As on 28.03.2025, the complainant had paid Rs. 1,88,53,966/-, including pre-EMIs, while remaining liable for a loan of Rs. 1,02,28,456/- disbursed to the respondent.

14. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by her 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)*

15. **Due date of possession:** As per the documents available on record, BBA has been executed between the parties on 20.01.2015. Accordingly, the due date of possession is calculated as thirty-six (36) months plus aforesaid grace period of six (6) months from the date of execution of the Agreement. Therefore, the due date of handing over of the possession for the unit/plot comes out to be 20.07.2018 including grace period being unqualified.

16. **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 plot 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.*

17. 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.

18. 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., 25.08.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

19. On consideration of the circumstances, the documents, submissions and based on the findings of the authority regarding contraventions as per provisions of rule **28(1),** the authority is satisfied that the respondent is in contravention of the provisions of the Act. The possession of the plot was to be offered to the allottee by 20.07.2018, however the same has not been offered till date. Further, the authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for completion certificate/part completion certificate or what is the status of construction of the project. In view of the above-mentioned fact, the allottee intend to withdraw from the project and is well within her right to do the same in view of section 18(1) of the Act, 2016.

20. The completion certificate/part completion certificate of the project where the plot is situated has still not been obtained by the respondent/promoter. The authority is of the view that the allottee 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....."*

21. 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. (***supra***) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022. it was observed

> 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."*

22. 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 allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is unable to give possession of the plot

in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as she wishes 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.

23. 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 her 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.

H. Directions of the authority

24. 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 entire amount received by it from the complainant along with interest at the rate of 10.85% 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.

iii. The respondent is further directed not to create any third-party rights against the subject plot before full realization of the paid-up amount along with interest thereon to the complainant. Even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of allottee/complainant.

25. Complaint stands disposed of.

26. File be consigned to registry.

Dated: 25.08.2026

(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM