BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 5735 of 2025
Date of complaint: 07.11.2025
Date of order: 18.09.2026

Vishal
Resident of: Shabga, Baghpat, Uttar Pradesh – 250617.

Complainant

Versus

M/s Ocean Seven Buildtech Private Limited
Office at: B 505-506, Spaze I Tech Park, Sohna Road, Sector 49, Gurugram, Haryana- 122001.

Respondent

CORAM:

Shir Arun Kumar — **Chairman**

APPEARANCE:

Shri Garuav Rawat and Shri Yash (Advocates) — **Complainant**
Shri Arun Yadav (Advocate) — **Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se.*

A. Project and unit 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. No.	Particulars	Details
1.	Name and location of the project	"The Venetian" at Sector-70, Gurgaon, Haryana
2.	Nature of the project	Affordable Group Housing Project
3.	Project area	5.10 acres
4.	DTCP license no.	103 of 2019 dated 05.09.2019 Valid up to 04.09.2024
5.	RERA Registered/ not registered	**Registered** vide no. 39 of 2020 dated 27.10.2020 valid up to 02.09.2024
6.	Unit no.	402, Tower-4 (2BHK, Type-1) (As per page no.24 of the complaint)
7.	Unit area admeasuring	571.105 sq. ft. (Carpet area) & 98 sq. ft. (balcony area) (As per page no.24 of the complaint)
8.	Date of allotment	09.03.2021 (As per page no.24 of the complaint)
9.	Date of apartment buyer's agreement	Not executed
10.	Date of approval of building plan	07.02.2020 (As per DTCP official website)
11.	Date of environmental clearance	Not obtained (as submitted by counsel for respondent during the proceedings)
12.	Payment plan	Time linked payment plan
13.	Possession clause as per buyer's agreement	**Not available**
14.	Possession Clause (as per affordable housing policy, 2013)	**1(IV) of the Affordable Housing Policy, 2013** *All such projects **shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later**. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond*

		the said 4 years period from the date of commencement of project.
15.	Due date of possession	Cannot be ascertained
16.	Total sale consideration	Rs.22,84,420/- [571.105 sq. ft. carpet area (X) Rs.4,000/- per sq. ft.] (As per the rate and size provided in demand letter page 24 of complaint)
17.	Amount paid by the complainant	Rs.11,78,381/- (As per payment receipt and details provided at page no.30 - 33 of complaint)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint

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

I. This is with reference to the affordable housing project called "The Venetian" in a land parcel admeasuring a total area of approximately on the 5.10 acres of land, under the license no. 103 of 2019, issued by DTCP, Haryana, Chandigarh, situated at Sector 70, Gurugram, Haryana

II. That the complainant is the law-abiding citizen of country and residing at the above-mentioned address. That the complainant is the allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The respondent, is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.

III. That in the year 2016, the petitioner while searching for a unit in the vicinity of NCR visited the office of the respondent. The agents of the respondent told the petitioner about the moonshine reputation of the company and the agents of the respondent made huge presentations about his project and also assured that they have delivered several projects in the National Capital Region. The respondent handed over one brochure to the complainant which

portrayed the project like heaven and tried to hold the petitioner interest in every possible way and incited the complainant for payments. The complainant was trapped in the hands of the agents of the respondent like a fish.

IV. That in the year, 2021, the respondent issued an advertisement announcing an affordable housing pcalled "The Venetian" in a land parcel admeasuring a total area of approximately on the 5.10 acres of land, under the license no. 103 of 2019, issued by DTCP, Haryana, Chandigarh, situated at Sector 70, Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. The respondent confirmed that the projects had got building plan approval from the authority.

V. The complainant while searching for a unit was lured by such advertisements and calls from the brokers of the respondent for buying unit in their project. The respondent told the complainant about the moonshine reputation of the and the representative of the respondent made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the NCR. The respondent handed over one brochure to the complainant which showed the project like heaven and in every possible way tried to hold the complainant and incited the complainant for payments.

VI. Relying on various representations and assurances given by the respondent and on belief of such assurances, complainant booked a unit in the project by paying a booking amount of Rs.1,16,671/- towards the booking of the said unit bearing no. 402, tower-4, 2BHK (Type-1) in Sector 70, Gurugram having carpet area measuring 571.105 sq. Ft. and balcony area 98 Sq. Ft. to the respondents and the same was acknowledged by the respondents.

VII. That the respondent confirmed the booking of the unit to the complainant providing the details of the project, 402, tower-4, 2BHK (Type-1) in Sector 70, Gurugram having carpet area measuring 571.105 sq. Ft. and balcony area 98 Sq. Ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.42,84,420/- which includes basic price, Car parking charges, and Development Charges, PLC, IFMS, IBRF, Club Membership Charges and other Specifications of the allotted unit and providing the time frame within which the next instalments was to be paid. Thereafter, respondents sent an allotment letter dated 09.03.2021 raising a further demand of Rs.4,72,518/- to complainant providing the details of the said unit.

VIII. That a letter was sent to the complainant on 09.09.2021 raising a demand of Rs.2,94,596/- and then further a demand letter dated 22.03.2022 was sent raising a demand of Rs.2,94,596/-. It is pertinent to mention here that no buyer's agreement has been executed till date and the respondent has demanded and collected almost 40% of the total consideration and that too after coming into the force of the RERA Act,2016 and the project is registered with the Authority but the promoter respondent has violated the Section 13 of the Act of 2016 by raising a demand of more than 10% without the execution of the agreement.

IX. Possession clause in Affordable Housing Policy 1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy. Therefore, due date of possession comes out to be 02.09.2024 as mentioned in the HARERA Registration Certificate of said project issued by the Authority.

X. As per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs.11,78,381/- towards the said unit against total sale consideration of Rs.22,84,420/-.

XI. Further, the complainant having dream of its own unit in NCR signed the agreement in the hope that the unit will be delivered on or before 2021. The complainant was also handed over one detailed payment plan which was construction linked plan. It is unfortunate that the dream of owning a unit of the complainant was shattered due to dishonest, unethical attitude of the respondent.

XII. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. That such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

XIII. That during the period the complainant went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainant visited the site but was not allowed to enter the site. The complainant even after paying amounts still

received nothing in return but only loss of the time and money invested by them.

XIV. The complainant contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainant regarding the status of the construction and was never definite about the delivery of the possession. The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc. etc.

XV. The respondent despite having made multiple tall representations to the complainant, the respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottees.

XVI. The respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, BA and the different advertisements released from time to time. Further, such acts of the respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

XVII. That the respondent has played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondents had further malafidely failed to implement the bba executed with the complainant. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.

XVIII. The complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the said Unit. They have not only been deprived of the timely possession of the said Unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the BA.

XIX. That the respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainant has suffered on account of deficiency in service by the respondent and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.

XX. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondents, from the respondent point of view may be unique and innovative but from the allottee point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.

XXI. That the complainant is the one who has invested their earning in the said project and are dreaming of an unit and the respondent has not only cheated

and betrayed them but also used their hard-earned money for their enjoyment.

XXII. That the Hon'ble NCDRC and supreme Court of India have been indulgent enough to protect the similarly placed complainant against such builders and have granted almost similar reliefs as are prayed for herein under. It is submitted that such clauses of BA are totally unjust, arbitrary and amounts to unfair trade practice as held by the Hon'ble NCDRC in the case titled as ***Shri Satish Kumar Pandey & Anr. v/s M.s Unitech Ltd. (14.07.2015)*** as also in the judgement of Hon'ble Supreme Courtin ***Neelkamal Realtors Suburban Pvt Ltd Vs. UOI and ors. (W.P 2737 of 2017).***

XXIII. That the complainant being an aggrieved person filing the present complaint under Section 31 with the Authority for violation/ contravention of provisions of this Act as mentioned in the preceding paragraph.

XXIV. Mr. Mulkh Raj Grover Versus M/s Ramprashtha Promoters and Developers Private Limited & Anr. RERA-GRG-1510-2019, date of decision 30.07.2021.

XXV. In the above-mentioned case this Authority has held that the respondents are directed to pay/ interest at the prescribed rate of 9.30% p.a. for every month of delay from the due date of possession i.e., 31.08.2014 till the date of handing over of possession.

XXVI. That as per Section 18 of the RERA Act. 2016, the promoter is liable to pay delay possession charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. It is requested that necessary directions be issued to the promoter to comply with the provisions and fulfil obligation under Section 37 of the Act.

XXVII. In addition to the abovementioned provision, the respondent is also bound by the Haryana Real Estate Regulation Rules, 2017 which lists the interest to

be computed while calculating delay possession charges to be given by a promoter to an allottee in case of a default.

XXVIII. That the complainant is entitled to get delay possession charges with interest at the prescribed rate from date of application/ payment to till the realization of money under Section 18 & 19(4) of Act. The complainant is also entitled for any other relief which they are found entitled by this Authority.

XXIX. That the project in question is ongoing as defined under Rule 2(o) of the Rules ibid and does not fall in any of the exception provided under the Rules.

XXX. That the complainant after losing all the hope from the respondents, having their dreams shattered of owning a unit & having basic necessary facility in the vicinity of project and also losing considerable amount, are constrained to approach this Authority for redressal of their grievance.

XXXI. That the complainant reserves its right to add, amend, modify and rectify the present complaint, if so required, at any stage. That the present complaint is within the prescribed period of limitation.

XXXII. That the complainant has not filed any other complaint before any other forum against the erring respondents and no other case is pending in any other court of law. Hence the present complaint.

C. Relief sought by the complainant: -

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

I. Allow the complaint, directing the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons.

II. Direct the respondent to execute builder buyer agreement with the complainant for the said unit as no agreement has been executed till date and appropriate action be taken for the violation of Section 13 of the Act.

III. Direct the respondent to issue fresh statement of account after adjustment of the delay possession charges.

IV. Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession has not yet been offered to the complainant by the respondent

V. That this Authority be pleased to order the respondent to pay the balance amount due to the complainant from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the conveyance deed/ sale deed.

VI. That this Authority be pleased to restrain the respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.

VII. We request the Authority to Pass the order for Forensic Audit.

VIII. We request the Authority to start the penal proceeding against the respondents because respondents are habitual the violation of the RERA act.

IX. That this Authority be pleased to order the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.

X. That this Authority be pleased to order the respondent to provide the committed date of completion of the unit.

XI. That this Authority be pleased to direct the respondent provide with the exact status of the project

XII. That this Authority be pleased to order the respondent to get the conveyance deed executed deed.

XIII. That this Authority be pleased to order the respondent not to charge anything irrelevant which has not been agreed to between the parties.

5. The Authority issued a notice dated 10.11.2025 of the complaint to the respondent by on the given email address at corporate@osbgroup.co.in and also by speed post on 12.11.2025 having consignment number EH076073039IN for putting in appearance and for filing reply within 30 days. The counsel for the respondent appeared on 12.12.2024 and he was directed to file reply within the stipulated period. However, after giving sufficient opportunities on 12.12.2024, 30.01.2026, 06.03.2026, 17.04.2026,

03.07.2026 & 11.09.2026, no reply has been filed by the respondent. Therefore, in view of above, vide order dated 18.09.2026, the defence of the respondent for filing reply to the present complaint was struck off.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the Authority:

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

D.I Territorial jurisdiction

8. As per notification no. ***1/92/2017-1TCP dated 14.12.2017*** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

9. 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.

10. 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.

11. 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."*

12. 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 Directing the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons;

E.II Direct the respondent to execute builder buyer agreement with the complainant for the said unit as no agreement has been executed till date and appropriate action be taken for the violation of Section 13 of the Act;

E.III Direct the respondent to issue fresh statement of account after adjustment of the delay possession charges;

E.IV Direct the respondent to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession has not yet been offered to the complainant by the respondent;

E.V That this Authority be pleased to order the respondent to pay the balance amount due to the complainant from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the conveyance deed/ sale deed;

E.VI That this Authority be pleased to restrain the respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking;

E.VII We request the Authority to Pass the order for Forensic Audit;

E.VIII We request the Authority to start the penal proceeding against the respondents because respondents are habitual the violation of the RERA Act;

E.IX That this Authority be pleased to order the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed;

E.X That this Authority be pleased to order the respondent to provide the committed date of completion of the unit;

E.XI That this Authority be pleased to direct the respondent provide with the exact status of the project;

E.XII That this Authority be pleased to order the respondent to get the conveyance deed executed deed;

E.XIII That this Authority be pleased to order the respondent not to charge anything irrelevant which has not been agreed to between the parties.

13. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

14. The complainant was allotted a unit bearing no.402 at 4th Floor in Tower-4 (2BHK, Type-1), having carpet area of 571.105 sq. ft. along with balcony with area of 98 sq. ft. in the project of respondent named "Venetian" at Sector 70, Gurugram under the Affordable Housing Policy, 2013 vide allotment letter dated 09.03.2021. As per Clause 1(iv) of the Policy of 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Thus, the possession of the unit was to be offered within 4 years from the approval of building plans (07.02.2020) or from the date of environment clearance (not obtained yet). Therefore, the due date of possession cannot be ascertained. As per record, the complainant has paid an amount of Rs.11,78,381/- to respondent.

15. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. However, it is an admitted position that the project of the respondent has not attained completion on account of failure to secure the requisite environmental clearance from the competent authority. In such circumstances, the reliefs sought by the complainant with respect to delivery of possession, execution of BBA and conveyance deed are rendered infructuous.

16. Further, as per the clause 5 (iii)(h) of the Affordable Housing Policy, 2013 as amended by the State Government on 05.07.2019, the relevant provision regarding surrender of the allotted unit by the allottee has been laid down and the same is reproduced as under:

Clause 5(iii) (h) of the Affordable Housing Policy, 2013

"A waiting list for a maximum of 25% of the total available number of flats available for allotment, may also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. [On surrender of flat by any successful allottee, the amount that can be forfeited by the colonizer in addition to Rs. 25,000/- shall not exceed the following: -

Sr. No.	Particulars	Amount to be forfeited
(aa)	In case of surrender of flat before commencement of project	Nil
(bb)	Upto 1 year from the date of commencement of the project	1% of the cost of flat
(cc)	Upto 2 year from the date of commencement of the project	3% of the cost of flat
(dd)	After 2 years from the date of commencement of the project	5% of the cost of flat

Such flats may be considered by the committee for offer to those applicants falling in the waiting list. However, non-removal of deficiencies by any successful applicant shall not be considered as surrender of flat, and no such deduction of Rs 25,000 shall be applicable on such cases. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the licencee shall refund the booking amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the booking amount shall be refunded back to the waitlisted applicants, without any interest. All non-successful applicants shall be refunded back the booking amount within 15 days of holding the draw of lots".

17. However, it has come to the notice of the Authority that the respondent has failed to obtain environmental clearance from the competent authority till date. It is pertinent to mention here that as per Clause 5 (iii)(b) of the Affordable Housing Policy, 2013, as amended by the State Government on 22.07.2015 provides that if the licensee fails to get environmental clearance even after one year of holding draw, the licencee is liable to refund the amount deposited by the applicant along with an interest of 12%, if the allottee so desires. The relevant provision is reproduced below for ready reference:

"The flats in a specific project shall be allotted in one go within four months of the sanction of building plans. In case, the number of applications received is less than the number of sanctioned flats, the allotment can be made in two or more phases. However, the licencee will start the construction only after receipt of environmental clearance from the competent authority.

The licencee will start receiving the further installments only once the environmental clearance is received. Further, if the licencee, fail to get environmental clearance even after one year of holding of draw, the licencee is liable to refund the amount deposited by the applicant alongwith an interest of 12%, if the allottee so desires."

18. Furthermore, as per amendment dated 09.07.2018 in Affordable Group Hosing Policy, 2013, the rate of interest in case of default shall be as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. Rule 15 of the Rules is 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]
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.

19. The legislature in its wisdom in the subordinate legislation under the 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.
20. Thus, the complainant/ allottee is only entitled to refund of the entire amount deposited along with interest at the prescribed rate as per aforesaid provisions laid down under Affordable Housing Policy, 2013.
21. Hence, the respondent/ promoter is directed to refund the entire paid-up amount of Rs.11,78,381/- as per Clause 5(iii)(b) of the of Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with 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 realization of the amount within the timelines provided in Rule 16 of the Haryana Rules 2017 ibid.

F. Directions of the Authority:

22. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under Section 34(f) of the Act:

    i. The respondent is directed to refund the entire paid-up amount of Rs.11,78,381/- as per clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @10.80% per annum as prescribed under Rule 15 of the Rules, 2017 from the date of each payment till the actual realization of the amount.

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

23. Complaint as well as applications, if any, stand disposed off accordingly.

24. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 18.09.2026