



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

|                        |             |
|------------------------|-------------|
| Complaint no.:         | 178 of 2025 |
| Date of filing:        | 21.02.2025  |
| First date of hearing: | 05.05.2025  |
| Date of decision:      | 17.09.2026  |

1. **Vikas Kumar S/o Sh. Bansi Lal,**  
R/o, 88/7, Hinori road, near Hari om sweet Gali,  
VIP Colony-2- Ladwa,  
Kurukshetra, Haryana-136132
2. **Seema Chauhan W/o Sh. Vikas Kumar,**  
R/o, House no. 184, Vikas Nagar Ladwa,  
Kurukshetra- 136132- Haryana

.....COMPLAINANTS

Versus

**M/s Aegis Value Homes Ltd**  
through its Authorised Signatory Mr. Divey Dhamija  
Registered office at EF-10, Second Floor,  
Inderpuri, Delhi-110012

.....RESPONDENT

|               |                          |                 |
|---------------|--------------------------|-----------------|
| <b>CORAM:</b> | <b>Parneet S Sachdev</b> | <b>Chairman</b> |
|               | <b>Nadim Akhtar</b>      | <b>Member</b>   |
|               | <b>Chander Shekhar</b>   | <b>Member</b>   |

**Present:** - Adv. Rahul Sharma, Counsel for the complainant through VC.

Mr. Neeraj Goel, Counsel for the respondent through VC.

**ORDER (PARNEET S SACHDEV-CHAIRMAN)**

1. Present complaint has been filed on 21.02.2025 by complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

### A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, date of handing over of the possession, if any, have been detailed in the following table:

| S.No. | Particulars         | Details            |
|-------|---------------------|--------------------|
| 1.    | Name of the project | Smart Homes Karnal |

|     |                                   |                                                                                                                  |
|-----|-----------------------------------|------------------------------------------------------------------------------------------------------------------|
| 2.  | Name of the promoter              | M/s Aegis Value Homes Ltd                                                                                        |
| 3.  | RERA registered/not registered    | Registered                                                                                                       |
| 4.  | Unit no.                          | 707,7 <sup>th</sup> floor, tower B                                                                               |
| 5.  | Unit area                         | 328 sq. ft.                                                                                                      |
| 6.  | Date of Apartment Buyer Agreement | 22.08.2017                                                                                                       |
| 7.  | Due date of offer of possession   | Within 4 years from the date of approval of building plans or grant of environment clearance whichever is later. |
| 8.  | Possession clause in BBA          | 3.1                                                                                                              |
| 9.  | Total sale consideration          | 12,04,800/-                                                                                                      |
| 10. | Amount paid by complainant        | ₹12,83,112/- (As per page no. 40 of complaint book and page no. 4 and 5 of the application dated 25.06.2026)     |
| 11. | Offer of possession               | 20.11.2023 and 05.10.2024                                                                                        |



|     |                     |            |
|-----|---------------------|------------|
| 12. | Cancellation Letter | 19.09.2024 |
|-----|---------------------|------------|

**B. FACTS AS PER THE COMPLAINT**

3. That the complainant naming Vikas alongwith his wife booked a flat measuring 328 sq ft in the Smart Homes Karnal. The complainant was allotted Flat No. B/ 707 and he duly paid the requisite amount to the respondent builder. The copy of the Agreement dated 12.08.2017 is annexed herewith as **Annexure C-1**.
4. That the complainant has duly paid an amount of approximately Rs.13 lacs but the respondent did not even initiate the construction at the project site for the first few years. The complainant paid an amount of approximately 13 lakh rupees on various occasions but unfortunately even by the year 2021 the flat was not ready for possession. It is pertinent to mention here that even till date the respondent is not able to get the O.C. for the project in question. The copy of the Account Ledger is annexed herewith as **Annexure C-2**.
5. That the respondent-builder has committed a fraud upon the present complainant as well as various other home buyers who have given their entire life saving to the respondents for fulfilling their dream of home ownership. It is pertinent to mention here that the present project falls within the affordable housing policy erected by the State

of Haryana with a view to provide affordable housing to the economically weaker section of the society.

6. That the respondents while acting in a completely illegal and unlawful manner and in complete contravention of the affordable housing policy usurped the money given by the complainant. It is submitted that initially after taking lakhs of rupees from the home buyers, the respondents did not raise any construction over the site in question. It is pertinent to mention here that various complaints were filed before this Hon'ble Authority against the Aegis Value Homes Ltd. and this Hon'ble Authority was pleased to pass various orders against the respondents wherein fraud committed by the respondents is apparent
7. That the respondents after taking the aforesaid amount from the complainant till today has not been able to deliver the possession of the flat as per the total sale consideration mentioned in the agreement to sell. The respondents are making one excuse or the other just with an intention to deprive the present complainant from taking the possession of the flat.
8. That the respondents are certainly acting in contravention various provisions of law as mentioned in the RERA Act as well as Affordable Housing Policy enacted by the State of Haryana. It is pertinent to mention here that the respondents cannot sit over the hard

earned money of the present complainant without giving the possession of the flat in a reasonable time.

9. That the complainant is entitled to seek the refund of the total amount paid with interest from the respondents on their failure to deliver the possession of the flat within time as per the terms and conditions of the agreement to sell. The complainant is further entitled for compensation from the respondents on the account of mental harassment and damages. It is submitted here that the complainant is running from pillar to post for the last more than 10 years but the respondent is playing delaying tactics to extract more money from the complainant.
10. That this Hon'ble Authority in a similar complaint titled as "Jyoti Chopra Vs. Aegis Homes Value Ltd. & Ors." i.e. complaint No.649 of 2019 clearly held that the respondents are liable to refund the amount to the complainant with interest. The copy of the judgment dated 31.08.2023 is annexed herewith as **Annexure C-3**.
11. That the respondents were directed u/s 37 of the Act to ensure compliance of the obligation cast upon the promoters as per function entrusted to the authorities under section 34(f) of the Act 2016.
12. Complainants have filed an application dated 25.06.2026 in support of their pleadings. The Authority has duly taken the said application on



record and considered the same for the proper and just adjudication of the matter.

**C. RELIEF SOUGHT:**

13. In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s):

1. That the respondent-developer be directed to refund the consideration amount paid by the complainant along with interest @ 24% per annum. A computation sheet depicting the interest and principal amount is as follows: -

| DATE<br>PAYMENT | OF AMOUNT PAID | INTEREST   |
|-----------------|----------------|------------|
| 07.06.2017      | 56,000/-       | 1,01,920/- |
| 10.07.2017      | 1,00,000/-     | 1,80,000/- |
| 26.06.2018      | 3,13,872/-     | 4,89,640/- |
| 02.08.2019      | 1,62,648/-     | 2,11,442/- |
| 23.06.2020      | 1,62,648/-     | 1,78,912/- |
| 29.07.2021      | 1,62,648/-     | 1,33,371/- |
| 07.05.2022      | 1,45,000/-     | 92,800/-   |
| 28.08.2022      | 17,628/-       | 9,871/-    |
| 21.07.2023      | 1,62,648/-     | 58,536/-   |

2. That the respondent-developer be directed to pay an amount of Rs.5 lakhs to the complainant on account of mental harassment being caused due to the illegal and unlawful conduct of the respondent-developer.
3. That the rate of interest levied on the computation sheet above is the same which the respondent-developer would have otherwise



charged from the complainant in case of any default, Section 2(za) of the Act 2016 provides for such levying of rate of interest. It is further submitted before this Hon'ble Authority that the exemplary penalty may be levied on such defaulting promoters, so as to curb the practice of exploitation of innocent buyers.

4. That the bank accounts no.009511100002634, Andhra Bank, Chandigarh, of the respondent-developer be seized so as the compensation and other penalties levied as per law may be realized. Further any other bank account which may come to the notice of this Hon'ble Authority may also be seized for the purpose mentioned above and for the purpose of Escrow Account as provided in Section 4 of the Act, 2016.
5. That in addition to the compensation detailed above further compensation on account of legal expenses and other forced misc. expenses also to be paid for an amount Rs.2 lacs.
6. Any other order or direction as this Hon'ble Authority may find reasonable in the facts and circumstances of instant case, may also be granted.

**D. REPLY ON BEHALF OF RESPONDENT FILED IN**  
**REGISTRY ON 27.02.2026**



14. That the present complaint is filed with unclean hands and lacks bona fides. The complainant has deliberately suppressed material facts from this Hon'ble Authority and has presented a distorted version of events.
15. That the complainant has willfully defaulted in making timely payments as per the agreed payment schedule and has been in continuous breach of the Builder Buyer Agreement.
16. That despite multiple reminders, demand notices, and offers of possession, the complainant has failed to clear outstanding dues and take possession of the allotted unit.
17. That in view of the complainant's own defaults and breaches, the present complaint is not maintainable in law and deserves to be dismissed with exemplary costs.
18. That Respondent No. 1 is developing an affordable group housing project namely "Smart Homes Karnal" at Sector-32A, Karnal, Haryana under License No. 02 of 2016 dated 05.03.2016 granted by Director General Town & Country Planning, Haryana. True copy of the said License dated 05.03.2016 is annexed herein as **Annexure R-1/1**.
19. That the project is duly registered under RERA vide Registration No. 265 of 2017 dated 09.10.2017 and is being developed in accordance with the Affordable Housing Policy 2013 of the Government of



Haryana. True copy of the said registration certificate dated 09.10.2017 is annexed herein as **Annexure R-1/2**.

20. That the possession was to be offered within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later which comes out to be 24.10.2021 and since the completion date falls within the covid notification, the due date after adding 9 months extension granted by this Ld. Authority comes out to be 24.07.2022, subject to timely payments by the allottee, and other conditions mentioned in the agreement. True copies of building plans and environment clearance are annexed herein as **Annexure R-1/3 & R-1/4** respectively.
21. That complainant was allotted Unit No. B-707, 7th Floor, Tower B having carpet area of 328 sq. ft. for a basic sale consideration of ₹12,31,512/-. Builder Buyer Agreement was executed on 22.08.2017, containing detailed terms and conditions including:
- Payment schedule spread over 36 months
  - Possession clause with 4-year timeline from building plan approval/environment clearance (whichever later)
  - Force majeure provisions covering natural calamities, government orders, court orders
  - Interest liability @ 15% p.a. on payment defaults
  - Cancellation rights for material breach by either party
22. That the complaint is founded on false and fabricated allegations of delay in possession, when in fact:



a) Occupation Certificate dated 20.09.2024 has been duly granted by the Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering 877 dwelling units including the complainant's Unit B-707 and the present complaint has been filed on 21.02.2025, which is after receiving of Occupation Certificate and in accordance to law laid down in Newtech Judgment by Hon'ble Supreme Court the prayer for refund is not maintainable after the grant of occupation certificate. (True copy of the said Occupation Certificate is annexed herein as **Annexure R-1/5**).

b) Multiple Offers of Possession were issued on 05.10.2024 which remain unaccepted due to complainant's payment defaults; It is also worth mentioning here that as per the settled law by the Ld. Appellate Tribunal the complainant is only entitled for delay in possession charges up till valid offer of possession and consequently, promoter is eligible to claim same delay in payment charges on same rate of interest. True copy of the said offer of possession is annexed herein as **Annexure R-1/6**.

c) The project completion has been achieved despite unprecedented force majeure events documented over 1147 days between 2017-2024.



23. That the complainant's conduct demonstrates lack of bona fides and commitment towards the project:

- Made initial payment
- Subsequently defaulted on scheduled payments
- Again, defaulted on subsequent payments.

24. That the complainant is in gross breach of his statutory and contractual obligations under Section 19(6) and (7) of the Real Estate (Regulation and Development) Act, 2016, which mandate:

*Section 19(6): "Every allottee, who has entered into an agreement for sale to take an apartment, plot or building shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."*

*Section 19(7): "The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

25. That the Financial Position and Outstanding Dues of the present complainant is about Rs. 3,09,729/- which are duly explained with offer of possession dated 05.10.2024.

26. That the complainant has deliberately and fraudulently suppressed the following material facts, thereby violating the fundamental principle of *uberrima fides* (utmost good faith):



- a) Multiple demand notices and payment reminders sent between 2017-2025 which remained unheeded; True copies of the said demand letters are annexed herein as **Annexure R-1/7**.
  - b) SWAMIH funding of ₹200 crores sanctioned by Government of India for project completion;
  - c) Grant of Occupation Certificate on 20.09.2024 demonstrating project completion.
27. That the Hon'ble Supreme Court in *S.P. Chengalvaraya Naidu v. Jagannath & Ors.* reported in (1994) 1 SCC 1 held at Para 17:
- "Suppression of material facts amounts to playing fraud on the court as well as on the opposite party... A litigant who approaches the court must come with clean hands and must make a true and full disclosure of facts. He cannot be permitted to obtain an order by making a false or incomplete disclosure."*
28. That the complainant having enjoyed the benefits of Haryana Affordable Housing Policy 2013 including subsidized rates and concessional pricing, cannot now reprobate his payment obligations while simultaneously seeking to approbate the benefits received. This violates the established doctrine that one cannot blow hot and cold in the same breath.
29. The Hon'ble Supreme Court in *Mahabir Prasad Santuka v. Mahabir Prasad Mantri* reported in (2004) 9 SCC 681 observed at Para 15:
- "The doctrine of approbate and reprobate means that no party can accept and reject the same instrument and that no party can*

*take benefit under the document and then turn around and claim that the document is not binding upon him."*

30. That the project faced unprecedented and well-documented force majeure events totaling 1147 days as detailed in the comprehensive Force Majeure documentation along with orders which are annexed herein as **Annexure R-1/8**.
31. That after the aforesaid defaults of the complainant, answering respondent was left with no other resort but to cancel the unit vide cancellation letter dated 19.09.2024 followed by publication in leading newspapers. True copy of the said cancellation letter dated 19.09.2024 is annexed herein as **Annexure R-1/9**.
32. That recognizing the genuine challenges faced by the project, the SWAMIH Investment Fund I (Government of India initiative) sanctioned ₹200 crores funding on 28.01.2021 for last-mile financing to ensure project completion. This demonstrates government recognition of the project's viability and completion timeline challenges.
33. That despite unprecedented challenges, the respondent has successfully completed the project, as evidenced by the Occupation Certificate dated 20.09.2024 granted by Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering all 877 dwelling units.

34. That the Occupation Certificate specifically covers Unit B-707 allotted to the complainant, thereby conclusively establishing that:

- a) Project has been completed in accordance with approved plans
- b) All statutory clearances and compliance requirements have been fulfilled
- c) Physical possession is ready for delivery upon payment of outstanding dues

35. That even in *Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors.* (2021) 17 SCC 607 - The Apex Court categorically held at Para 56-57:

*"We are of the view that the promoter cannot be made liable for the delay which is caused at the instance of the allottee. In such cases, the allottee cannot claim any compensation or interest from the promoter... The object and scheme of the Act is very clear that the Parliament intended to protect the interest of allottees/ consumers and for that purpose, it imposed certain obligations on the promoters. But at the same time, it cannot be ignored that the allottees also have certain obligations which are required to be performed by them. If the allottees fail to perform their part of obligations, then they cannot turn around and claim any relief against the promoter."*

36. That the Hon'ble Supreme Court in *Pioneer Urban Land and Infrastructure Ltd. v. Union of India* (2019) 8 SCC 416 observed at Para 122:

*"Under the RERA Act, both the promoter and the allottee have to perform their respective obligations in a timely manner. The promoter has to develop and deliver the project in time and the allottee has to make payments in time. If either of them commits default, the other party gets a right to claim compensation including interest."*

37. That in *Imperia Structures v. Anil Patni & Anr.* Punjab & Haryana High Court in CWP-24295-2017 held:

*"The allottee cannot claim refund with interest under Section 18 of the RERA Act when he himself is in default of payment obligations. The relief under Section 18 is available only when the delay is attributable to the promoter and not when the allottee fails to make timely payments as agreed."*

38. Similarly in M/s Vatika Limited v. State of Haryana & Ors. Punjab &

Haryana High Court in CWP-8003-2020 observed:

*"The RERA Act creates reciprocal obligations. Where an allottee seeks refund despite his own default in payments, such claim cannot be sustained as it would amount to seeking benefit from his own breach."*

39. That even Hon'ble Appellate Tribunal in M/s Venetian LDF Projects

LLP v. Rajni Singh & Ors. HREAT Appeal No. 755/2024 - The

Tribunal at Para 24-26 held:

*"The allottee who defaults in payment of installments as per agreed schedule cannot claim that the promoter is in breach. The promoter is entitled to charge interest at the agreed rate and withhold possession until full payment is made. The allottee's own breach disentitles him from claiming any relief under Section 18 of the RERA Act."*

40. That in M/s M3M India Pvt. Ltd. v. Meenakshi Bhatia HREAT

Appeal No. 883/2024 - The Tribunal at Para 31-33 ruled:

*"Once the offer of possession is made by the promoter after obtaining occupation certificate, the liability shifts to the allottee to make the balance payment and take possession. Thereafter, the allottee becomes liable for holding charges and maintenance charges as per the agreement."*

41. That in Section 51 of the Indian Contract Act, 1872 provides:

*"When a contract consists of reciprocal promises to be simultaneously performed, no promisor need perform his promise unless the promisee is ready and willing to perform his reciprocal promise."*

42. That Hon'ble Supreme Court in Union of India v. M/s Kailash Nath Associates (2015) 4 SCC 136 elaborated at Para 43:

*"The principle of reciprocal promises is fundamental to contract law. A party who is himself in breach cannot demand performance from the other party. The defaulting party cannot seek legal remedies while remaining in continuing breach of his own obligations."*

43. That in Paragraph 7(v) of the Haryana Affordable Housing Policy 2013 specifically provides:

*"In case of voluntary withdrawal by the applicant or payment default beyond the grace period, the developer shall be entitled to forfeit the booking amount and interest component on delayed payments. The balance amount shall be refunded within 90 days after adjusting the forfeiture amount."*

44. That the complainant having availed benefits under this policy at subsidized rates cannot escape the corresponding obligations and penalty provisions contained therein.

45. That the Ministry of Housing & Urban Affairs, Government of India vide Advisory dated 13.04.2020 specifically recognized COVID-19 as force majeure event affecting real estate projects and recommended extension of project timelines.

46. That the Haryana Government and HRERA issued multiple notifications extending project completion timelines on account of COVID-19 and other force majeure events, thereby providing legal sanctity to the delays.



47. That various High Courts have recognized construction bans imposed by environmental authorities as valid force majeure events. The Delhi High Court in *M/s Halliburton Offshore Services Inc. v. Vedanta Ltd.* (2020) 280 DLT 169 held:

*"The COVID-19 pandemic and consequent lockdown imposed by the Government constitutes a force majeure event which was beyond the contemplation of the parties at the time of entering into the contract."*

**E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT**

47. During the course of the hearing, the learned counsels for both parties reiterated the arguments set forth in their respective pleadings. Further ld. counsel for respondent summed up his arguments as below:

- **Classification as Withdrawal & Deductions:** Because the complainants decided to exit the project after receiving a valid offer of possession accompanied by an Occupation Certificate (issued on 05.10.2024), this matter should be treated as a voluntary withdrawal, subject to a 10% forfeiture clause.
- **Contractual Alignment of Possession Charges:** All financial demands outlined in the final offer of possession dated 05.10.2024 (pages 50–52 of the reply) fully comply with Clauses 2.1, 2.2, 2.7, and 5.3 of the Builder-Buyer Agreement.



- **Statutory Compliance for Utility Charges:** The meter charges (₹6,490) and advance meter charges (₹16,288) were levied pursuant to official directives from the Department of Town & Country Planning, Haryana, issued after the execution of the original agreement.

**F. ISSUE FOR ADJUDICATION**

48. Whether the complainants are entitled to the reliefs sought or not?

**G. OBSERVATIONS AND DECISION OF AUTHORITY**

49. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainant booked an apartment in the real estate project; "Smart Homes Karnal, being developed by the promoter namely; "Aegis Value Homes Ltd.". Thereafter, apartment buyer agreement was executed between the parties on 22.08.2017 for unit bearing no. 707, Tower B, admeasuring 328 sq. ft. The complainants state that a total payment of ₹12,83,112/- was made against a total sale consideration of ₹12,04,800/-. To substantiate the paid amount, complainants have annexed account ledger, which shows that amount of 12,83,112/- stands paid by the complainants. In the final statement of account annexed with the Offers of Possession dated 05.10.2024 (placed at page no. 50 of the reply) the respondent also reflects the receipt of ₹



12,83,112/-. The respondent has not controverted this payment received.

50. Further, vide last order dated 23.07.2026, complainants have already filed an application on 25.06.2026 in registry, wherein complainants have filed an amended memo of parties. Accordingly, now the relief of refund claimed by complainants are against respondent no. 1 only and no other relief pertains to any other respondent. Accordingly, no direction is passed against respondent no. 2,3 and 4 in this order.

#### **H. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT:**

- i. **Objections raised by respondent that under section 19 (6) and 19 (7) of the Real Estate (Regulation and Development) Act, 2016, obligation to make payment against the unit was on complainant. Therefore, the Complainant cannot seek any relief under the provision of the Real Estate (Regulation and Development) Act, 2016 or rules framed thereunder.**

With regard to this objection raised by the respondent, Section 19(6), 19(7) of the Real Estate (Regulation and Development) Act, 2016 are reproduced below:

*19(6)"Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges,*

*maintenance charges, ground rent, and other charges, if any."*

As per section 19 (7) of the Real Estate (Regulation and Development) Act, 2016-

*"The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

The respondent during hearing also stated that since it is an affordable housing policy, complainant was bound to pay as per Timely payment plan. Learned counsel for complainant on the other hand argued that till 2023, more than total sale consideration stands paid by the complainants. It is the respondent who did not developed the project on time and still raised numerous illegal demands even after receiving more than the sale consideration and without making any development on the project site. Taking note that no development over construction has been made by respondent, complainant lost faith in respondent and had stopped making further payments. On perusal of buyer agreement, it is clear that complainant had opted for a Timely Payment Plan (TPP). Further, as per table mentioned at page no. 9, 40 of complaint book and receipts, account statement annexed on page no. 8-11A of application dated 25.06.2026, it is clear that complainants had



made payments from year 2017- 2023 and last payment of ₹1,62,648/- was paid on 21.07.2023 to respondent, which was after expiry of deemed date of possession, i.e., **22.08.2021**. This shows the intention of the complainants that they were ready to pay even after delay caused on part of respondent.

On the other hand respondent was also bound to construct the project as per above stated timely plan. However, actual position as stated by respondent in its reply is that occupation for the project was granted by competent Authority on 20.09.2024. Meaning thereby, in any case, the construction was delayed and not as per timely plan, accordingly the deemed date of possession mentioned in clause 3.1 of builder buyer agreement also got expired.

Further, it is important to note that the clauses pertaining to builder buyer agreement stated above and Section 19 of the RERD Act, 2016 cannot be read in isolation. Builder buyer agreement is one comprehensive document and as per said document, responsibility of the promoter was to complete the project by the timeline provided therein. However, respondent has failed to do the same. This failure on the part of the respondent at one stroke takes away the duty of full payment from the domain of allottees.

In case of **Nathulal v. Phoolchand**, AIR 1970 SC 546, the Hon'ble Supreme Court categorically held that where the obligations of the parties are **reciprocal and inter-dependent**, the performance of one party is conditional upon the prior performance of the other, and therefore, **a party who has failed to perform his part of the contract cannot compel performance from the opposite party**. The Court further observed that unless the vendor was **ready and willing to perform his own obligations**, he was not entitled to insist upon the purchaser fulfilling his part of the contract."

Above stated judgment squarely applies to the present case, as the complainants cannot be expected to perform or continue performance of their obligations once the respondent has already committed breach of its primary contractual duties of not constructing unit booked on the date promised as per agreement. Accordingly, the complainants were fully justified in withholding further payments in view of the respondent's default.

Further, it is important to note that complainants have made various payments as stated above out of the total sale consideration and played their part of the builder buyer agreement. However, respondent, on the other hand has failed to complete construction on prescribed time or failed to perform his part of the act.



In view of the above facts the respondent's claim that the complainants are not entitled to relief under RERD Act, 2016 is unsustainable. Failure to meet statutory obligations by the Promoter entitles the buyer to seek relief under RERD Act, 2016, such as compensation for delays or refund with interest.

**ii. Objections raised by the respondent regarding force majeure conditions.**

To deal with above stated objection, it is important to first ascertain the deemed date of possession in the present case. As per clause 3.1 of flat buyer agreement dated, *".....the developer will endeavour to offer possession of the said apartment to the allottee within a period four years from the date of approval of building plans or grant of environment clearance whichever is later."*

**This clause invites the Authority to consider a question of considerable interpretative significance.** Before examining its substantive effect upon the rights of the parties, it is apposite to recall the well-established principle of statutory construction commonly referred to as the *Mischief Rule*. Derived from the formulation in *Heydon's Case (1584)*, this principle has long guided courts in common law jurisdictions in discerning the true import of legislative enactments. The rule requires the adjudicator to identify the defect or

mischief which the statute was intended to suppress and to construe the provision in a manner that advances the remedy contemplated by the legislature. *It is, in essence, an aspect of purposive interpretation, directing the Court to look beyond the literal wording where such wording, if read mechanically, would frustrate the legislative objective or produce results that are unreasonable or unjust.*

Properly applied, the mischief rule ensures that statutory provisions are interpreted so as to give effect to the legislative intent and to prevent the re-emergence of the very mischief the law was enacted to eliminate. The clause—*“the developer will endeavour to offer possession ... within a period of four years from the date of approval of building plans or grant of environment clearance whichever is later”*—raises a recurring question under the Real Estate (Regulation and Development) Act, 2016:

*Whether such language permits the promoter to indefinitely postpone its obligation, or whether courts and authorities may construe the given language strictly?*

The answer requires an application of the **mischief rule** of statutory interpretation, as set out in *Heydon’s Case* (1584), which directs the adjudicator to identify

- (i) the state of the law before the enactment,



- (ii) the mischief that the statute intended to remedy
- (iii) the legislative solution, and
- (iv) the interpretation that would suppress the mischief and advance the remedy.

Before RERA, Indian real-estate contracts routinely contained ambiguous possession clauses couched in phrases like “best endeavour,” “subject to approvals,” or “tentatively by,” which enabled promoters to defer delivery for years without consequence. The mischief the legislature sought to address was precisely this asymmetry: homebuyers were advancing substantial sums yet had little control or remedy against such delays. RERA’s architecture—Sections 11 and 18 and the mandatory model agreement—places **time-bound delivery** at the heart of the regulatory framework. Section 11(4)(a) requires the promoter to “responsibly discharge” all obligations as per the terms of the agreement for sale; and Section 18 obligates the promoter to provide interest etc to the allottee for delay. When the possession clause uses the words “**will endeavour**”, the *literal reading suggests a mere obligation of effort rather than a mandatory timeline*. However, applying the mischief rule, such an interpretation would defeat the very purpose of RERA, which is to eliminate the opacity and uncertainty that characterised the pre-RERA

regime. If the clause were construed to mean that the promoter has no strict obligation to deliver within four years but only to *try*, the mischief i.e indefinite postponement would re-enter through the back door. Courts have therefore consistently held that promoters cannot dilute statutory rights through contractual drafting. The Hon'ble Supreme Court in *Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan* (2019) 5 SCC 725 emphasised that one-sided clauses crafted by builders cannot bind the allottee when they defeat consumer protection; similar reasoning appears in *IREO Grace Realtech Pvt. Ltd. v. Abhishek Khanna* (2021) 3 SCC 241, where the Hon'ble Court held that contractual terms must be read in light of the legislative objective of protecting homebuyers.

Under this reasoning, the phrase "whichever is later" provides a determinable anchor point, and the addition of "will endeavour" cannot legally convert a mandatory timeline into an aspirational one. RERA, being a benevolent statute, must be construed purposively; any ambiguity must be resolved in favour of the allottee. The Authority is therefore entitled to read the clause as imposing a **definite possession period of four years**, with the promoter's "endeavour" language having no effect in diluting statutory consequences. The mischief rule thus becomes entirely appropriate: by interpreting the clause in a

manner that enforces certainty rather than permissive delay, the decision suppresses the mischief RERA sought to eliminate.

Applying the statutory position above and the ratios of the Hon'ble Apex Court the *deemed date of possession is 22.08.2021*.

Further, with regard to objections raised by the respondent **regarding force majeure conditions**. Respondent for explaining the delay in construction, had claimed *force majeure* at page no.5-9 of reply citing various natural calamities, government orders, court orders contributing to delay of **1147 days in completion of project**. The onus squarely lies with the respondent to explain how mere writing one line in pleading explains the nature of force majeure faced by respondent (except Covid). Further onus also lies upon the respondent to explain how each order directly affected its construction activities. It is the stand of respondent that force majeure provisions covering natural calamities, government orders, court orders affected the project completion for 1147 days. However, no detailed explanation with regard to the same has been filed by respondent.

Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the

concept under the Indian Contract Act, 1872 need to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to “those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control”. Black’s Law Dictionary defines Force Majeure as follows, “In the law of insurance, superior or irresistible force. Such clause is common in construction contracts to protect the parties in the event a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance.”

*In India, it is often referred to as an “act of God”. Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term “Force Majeure” is based on the concept of the Doctrine of Frustration under the Indian Contract Act, 1872; particularly Sections 32 and 56. The*

law uses the term “impossible” while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, “*impossibility*” refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of Alop Parshad and Sons Ltd vs Union of India, AIR 1960 SC 588 and the landmark Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) – 2017 3 AWC 2692 SC, the Supreme Court of India has categorically *stated that mere commercial onerousness, hardship, material loss, or inconvenience cannot constitute frustration of a contract. Furthermore, if it remains possible to fulfil the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.*

Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that “a contract to do an act which, after the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful.” It is the performance of contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. *The Supreme Court in Energy*

*Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) – 2017 3 AWC 2692 SC* lent further insight into interpreting a Force Majeure situation i.e

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless perform etc., will all be taken into consideration in understanding the parties' intent;
- *Force majeure events must be unforeseeable by both parties;*
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- *Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.*

In the present case, respondent have merely cited issues related to environmental restrictions, construction bans and judicial interventions but has failed to explain its effect on the construction of project. Respondent neither has explained how his construction work

was covered under above stated situations nor has substantiated its *force majeure* claim with concrete evidence or documentation. Also, constructions bans etc are regularly imposed during periods of extreme pollution. Since these are events that are easily foreseen, the obvious presumption is that they are inbuilt into the contract i.e the due date of possession is calculated with the aforementioned knowledge. Therefore, mere mention of various issues in arguments does not meet the rigours of the statute. Therefore the respondent cannot be allowed to take advantage of the delay on their part by claiming delay in statutory approvals/directions. ***As a result, this plea stands rejected.***

Further with regard to *force majeure* on account of COVID-19, in the present case, due to the various decisions of the Government of India and the Government of Haryana Authority, *force majeure* may be accepted *for a maximum period* of Covid i.e 9 months. Reference is made to Advisory issued by Authority in its 93<sup>rd</sup> meeting held on 18.05.2020 wherein time period of maximum 6 months 25.03.2020 to 24.09.2020 was considered as force majeure being natural calamity affecting the whole world and extension of three months, i.e. 01.04.2021 to 30.06.2021 due to second wave of Covid-19 was considered as force majeure by the

Authority in its meeting held on 02.08.2021. Therefore, the Authority holds that the only *force majeure* condition accepted in this case is Covid, i.e. 9 months as claimed by the respondent at page no. 10-13 of reply. Accordingly, new, deemed date will be taken as **22.05.2022** (22.08.2021 + 9 months days).

51. Arguments of both the parties were heard at length. As has been admitted between both the parties, upon executing agreement dated 22.08.2017 a unit bearing no. 707, Tower B, 7<sup>th</sup> floor, admeasuring 328 sq. ft. had been allotted to complainants in the project of the respondent namely "Smart Homes Karnal" situated at Karnal, Haryana. Deemed date of possession is 22.05.2022 Respondent has failed to deliver possession of the flat before or till 22.05.2022 to the complainants. On account of inordinate delay in delivery of possession, complainants under Section 19(10) had clarified his intent to withdraw from the project by way of filing present complaint on 21.02.2025 in the registry.

From the above, it is evident that the respondent failed to deliver the possession of the unit to the complainants within time, thereby not fulfilling its obligation under the agreement. As a result of this delay and the respondent's failure to meet the promised timelines, the complainants, in 2025, decided to withdraw from the project

altogether. This decision clearly expressed the complainant's intent to disengage from the agreement due to the respondent's inability to deliver possession as originally stipulated.

Moreover, it is appropriate to refer to judgment passed by Hon'ble Apex Court in case "Pioneer Urban Land & Infrastructure Ltd. Versus Govindan Raghavan" held as under:

*"We see no illegality in the Impugned Order dated 23.10.2018 passed by the National Commission. The Appellant - Builder failed to fulfill his contractual obligation of obtaining the Occupancy Certificate and offering possession of the flat to the Respondent - Purchaser within the time stipulated in the Agreement, or within a reasonable time thereafter. The Respondent - Flat Purchaser could not be compelled to take possession of the flat, even though it was offered almost 2 years after the grace period under the Agreement expired. During this period, the Respondent - Flat Purchaser had to service a loan that he had obtained for purchasing the flat, by paying Interest @10% to the Bank. In the meanwhile, the respondent - Flat Purchaser also located an alternate property in Gurugram. In these circumstances, the Respondent - Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with interest"*

Hence, it is a settled law that if the builder is not able to deliver the possession of the flat in time then he cannot force the complainants



to take possession and is liable to refund the money of buyer with interest.

52. Further, complainants have stated that they had paid almost the entire sale consideration as per agreement on time and account ledger/ bank statement depicting paid amount has been placed on record. The respondent only received the Occupation Certificate on 20.09.2024, which was three years and thirty days after the deemed date of possession. Subsequently, the respondent made two offers of possession to the complainants i.e., on 20.11.2023 and 05.10.2024. The initial offer of possession dated 20.11.2023 was made without obtaining occupation certificate, an offer bad in law, hence not valid.

53. On the contrary, the second offer of possession dated 05.10.2024 was issued after receipt of occupation certificate dated on 20.09.2024. Same is annexed at page no. 46-52 of the reply. This seems to be a valid offer of possession as far as the OC is concerned. However, further facts need to be seen to discover the true nature of this offer.

Further, record reveals that respondent has raised various demands along with valid offer of possession dated 05.10.2024 under



different heads such as illegal Demand of Rs. 13,256/- on account of External Electricity Connectivity to Project Charge (23.79 Sq. Feet); Advance meter consumption charge of Rs. 16,288/- ; Security Deposit Charge of Rs. 15,000/-; Meter Charge of Rs. 6490/-; Labour Cess charges of Rs. 9,851/-. Moreover, the builder has illegally charged exorbitant amount of Rs. 2,19,994/-as delay interest.

Above stated demands are being adjudicated upon merits as below:

Upon perusal of the final statement of accounts annexed to the offer of possession dated 05.10.2024, the Respondent has levied five distinct ancillary charges upon the Complainants namely: External Electricity Connectivity Charges, Advance Meter Consumption Charges, Interior Security Deposit, Meter Charges, and Labour Cess totalling ₹60,885, alongside delayed payment interest amounting to ₹2,19,994. While the Respondent's arguments regarding these demands have been considered (as detailed in Paragraph 47 of this Order), a thorough scrutiny of the Builder-Buyer Agreement reveals the following:

**Scope of Contractual Provisions:**

- **Clause 2.1** governs the total sale consideration (fixed at ₹12,04,800).



- **Clauses 2.2 and 2.3** prescribe the adopted payment plan and earnest money (₹25,000).
- **Clause 2.7** pertains to statutory taxes, including EDC and IDC.
- **Clause 5.3** specifies external electrification and fire-fighting equipment in common areas.

A plain reading of the aforementioned clauses demonstrates that none of them authorize or contractually bind the complainants to pay the five specific charges outlined at pages 51–52 of the respondent's reply. In the absence of an explicit enabling clause within the executed agreement, the Respondent is legally barred from demanding these amounts.

**Delayed Payment Interest:** Regarding the demand for delayed payment interest (₹2,19,994), it has already been established in Paragraph H(i) of this order that the respondent itself defaulted on the project's timelines. The Respondent cannot take advantage of its own default to levy delayed payment interest upon the complainants.

*Accordingly, all five disputed ancillary charges as well as the demand for delayed payment interest are held to be impermissible and stand disallowed.*

54. The facts enumerated in the preceding paragraphs establish that even though the second offer of possession in question was made after



obtaining an OC, it was conditional upon the payment of illegal demands of money. An “offer of possession” does not become legally valid merely because it encloses a valid Occupancy Certificate (OC), if the offer is coupled with demands that are not contractually/statutorily due. In **Utpal Trehan v. DLF Home Developers Ltd., Civil Appeal No. 4690 of 2022** (Supreme Court, judgment dated 11 July 2022), the builder relied on its “offer for possession” letter to argue that delay-compensation should stop from that date. The Supreme Court rejected that argument because the possession was offered only upon payment per a statement of account that contained illegal demands.

The Court records that the “offer” required remittance “as per statement of accounts” and an undertaking, and that the consumer fora had found the underlying demand/statement illegal; therefore, the offer itself was not a valid offer for possession.

Most importantly, the Hon’ble Supreme Court expressly concludes (while dealing with the builder’s “offer stops liability” argument) that “in this case, we have already held that there was no valid offer for possession”.

A similar approach appears in Capt. **Rajinder Singh Sidhu & Anr. v. M/s Bestech India Pvt. Ltd. & Anr. (23 Oct 2024)**, where the



adjudicating forum notes a “conditional offer of possession” and allegations of maintenance and other demands contrary to the Buyer’s Agreement.

This supports the broader proposition: a possession offer that departs from the BBA by adding unauthorized monetary conditions is legally vulnerable as a genuine offer of possession.

Hence, *the Authority holds that the even the second offer of possession was not legally valid.*

**55. Regarding the Cancellation Letter Dated 19.09.2024:** The Authority examined the cancellation letter dated 19.09.2024 issued by the respondent (annexed at page 104 of reply), which claimed that an outstanding amount of ₹3,09,729/- (inclusive of interest) was due from the complainants. Upon review, the Authority finds a two-fold rationale to set aside and quash the said cancellation letter:

**1. Waiver of Prior Cancellation:** The cancellation letter dated 19.09.2024 stands legally superseded and rendered redundant by the respondent’s subsequent act of issuing a fresh Offer of Possession on 05.10.2024. Further by demanding an outstanding sum of ₹3,09,729/- payable within 30 days under the 05.10.2024 communication, the respondent unequivocally revived the allotment contract, thereby waiving its right to rely on the prior cancellation. The respondent



cannot simultaneously enforce a cancellation while demanding performance (payment) under a fresh offer of possession for the same property.

**2. Violation of Principles of Natural Justice and Equity:** A perusal of the letter dated 19.09.2024 reveals it operated effectively as a demand notice, directing the complainants to clear the outstanding sum of ₹3,09,729/- on or before 04.10.2024 under the threat of allotment cancellation. Despite the lapse of this deadline, the respondent has failed to refund the deposited amounts to the complainants. Now, the respondent cannot simultaneously cancel an allotment and retain the allottee's hard-earned money. This conduct is entirely untenable under the law and directly violates the principles of natural justice.

In light of the aforementioned grounds, the Authority hereby **quashes and sets aside** the cancellation notice dated 19.09.2024 issued by the respondent.

56. The facts set out in the preceding paragraph demonstrate that respondent had failed to fulfil its obligation to handover possession by 22.05.2022 i.e. deemed date of possession. Keeping the hard earned money of allottees without justification establishes the malintent of the respondent. Under these circumstances, the provisions of Section



18(1)(a) of the Act clearly come into play by virtue of which the complainant is entitled to refund of paid amount along with interest on account of default in delivery of possession of booked unit.

57. Further, 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 judgement is reproduced below:

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

*from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

58. Therefore, the Authority finds it to be a fit case for allowing refund in favour of complainants. The complainants will be entitled to refund of the paid amount from the dates of various payments till realization. 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”..”*

59. 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. 17.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80 %.
60. Hence, Authority directs respondent to pay refund to the complainants 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.



61. 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., 17.09.2026 at the rate of 10.80%, as per the details given in table below:

| Sr. No.             | Principal Amount (in ₹)                             | Date of payment | Interest Accrued till 17.09.2026 (in ₹) |
|---------------------|-----------------------------------------------------|-----------------|-----------------------------------------|
| 1                   | 56,000/-                                            | 09.06.2017      | 56,139/-                                |
| 2.                  | 1,00,000/-                                          | 14.07.2017      | 99,212/-                                |
| 3.                  | 3,13,872/-                                          | 26.06.2018      | 2,79,172/-                              |
| 4.                  | 1,62,648/-                                          | 02.08.2019      | 1,25,320/-                              |
| 5.                  | 1,62,648/-                                          | 23.06.2020      | 1,09,631/-                              |
| 6.                  | 1,62,648/-                                          | 29.07.2021      | 90,332/-                                |
| 7.                  | 1,45,000/-                                          | 07.05.2022      | 68,432/-                                |
| 8.                  | 17,648/-                                            | 28.08.2022      | 7739/-                                  |
| 9.                  | 1,62,648/-                                          | 21.07.2023      | 55,586/-                                |
| <b>Total :</b>      | <b>₹12,83,112 /-</b>                                |                 | <b>8,91,563/-</b>                       |
| <b>Total amount</b> | <b>₹ 12,83,112 /- + ₹8,91,563/- = ₹ 21,74,675/-</b> |                 |                                         |

62. With regard to relief sought at para no. 13(2) and (5) of this order, the complainants are seeking compensation and litigation cost. It is



observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses/ compensation.

63. Ld. counsel for complainants has neither argued nor pressed upon the relief claimed in para 13(3) and (4) of this order.

#### **I. DIRECTIONS OF THE AUTHORITY**

64. 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 along with interest @ 10.80 % to the complainants as specified in the table provided above in Paras no.61 of this order).



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

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.

  
CHANDER SHEKHAR  
[MEMBER]

  
NADIM AKHTAR  
[MEMBER]

  
PARNEET S SACHDEV  
[CHAIRMAN]