

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

Complaint no. : 2691 of 2021  
First date of hearing: 17.08.2021  
Date of decision : 08.09.2022

Mr. Rahul Sharma  
R/o: - House No. U- 77/28, DLF phase-3, U Block,  
Gurugram Haryana 122001

**Complainant**

Versus

Roshni Builders Private Limited.  
**Regd. office:** - LGF, F-22, Shushant Shopping Arcade  
Sushant Lok Phase- I, Gurugram- 122002, Haryana

**Respondent**

**CORAM:**

Shri K.K. Khandelwal  
Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

Chairman  
Member  
Member

**APPEARANCE:**

Sh. Pawan Kumar (Advocate)  
Ms. Shriya Takkar (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 08.07.2021 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 provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"M3M Broadway, Sector- 77, Gurugram.
2.	Project area	7.84 acres
3.	Nature of the project	Commercial Complex
4.	DTCP license no. and validity status	<b>71 of 2018 dated 25.02.2018 valid till 24.10.2023</b>
5.	Name of licensee	Roshni Builders Pvt. Ltd., and Highrise Propbuild Pvt. Ltd
6.	RERA Registered/ not registered	Registered vide no. 31 of 2018 dated 14.12.2018 valid upto 31.10.2023
7.	Unit no.	R4128, 1 <sup>st</sup> floor, block - 4 (Page no. 85 of the complaint)
8.	Unit area admeasuring	522.15 sq. ft. (Page no. 85 of the complaint)
9.	Welcome letter	10.01.2019



		(Page no. 63 of the reply)
10.	Allotment letter	10.01.2019 (Page no. 64 of the reply)
11.	Date of execution of agreement to sell	BBA annexed but not executed
12.	Possession Clause	<p><b>7. Possession of the unit</b></p> <p><b>7.1 Schedule for possession of the said unit:</b> - The developer agrees and understands that timely delivery of possession of the unit along with the Car parking space(s), if any, to the Allottee and the Common areas to the Association of Allottees or the competent Authority, as the case may be, as provided under this Act and Rule 2(1)(f) of the Rules of 2017, is the essence of the agreement.</p> <p><b>7.2</b> It is further agreed between the parties that the Allottee shall not raise any objection or refuse to take possession of the Unit on any pretext whatsoever, if the possession of the same is being offered duly completed with all specifications, amenities, Facilities, as mentioned in 'Schedule E' hereto, any time prior to the commitment period.</p>
13.	Due date of possession	31.10.2023

		[as per mentioned in the RERA registration]
14.	Total sale consideration	Rs.86,59,834/- (As per allotment letter page 64 of the reply)
15.	Amount paid by the complainant	Rs.8,00,000/- (As alleged by the complainant and admitted by the respondent in its reply)
16.	Occupation certificate /Completion certificate	13.12.2021 (Page no. 80 of the reply)
17.	Offer of possession	Not offered
18.	Pre cancellation notice	25.03.2019 (Page no. 73 of the reply)
19.	Cancellation letter	31.08.2019 (Page no. 76 of the reply)

## B. Facts of the complaint

### 3. The complainant has made the following submissions: -

- I. That after going through the advertisement published by the respondent in the newspapers and as per the broacher/prospectus provided that M3M was launching a new project and the delivery of the unit would be in 2021 allotted to the complainant, a commercial unit bearing No. R4-128 on 1<sup>st</sup> floor

in block-4 situated in the project M3M Broadway located at sector 71 Gurugram, Haryana (allottee came to know about unit details in BBA) having measurement of carpet area of 23.14 Sq. Mtrs. (249.08 sq. ft.) and also got signed on blank application form containing only R4-128. The detail of unit was not mentioned. The complainant paid a sum of Rs.8,00,000/- to the respondent company.

- II. That at the time of booking of the unit, the respondent has assured to the complainant that the construction of the project would be completed in 2021 and would be handed over to the allottee in the same year. The respondent also promised to hand over all the required documents of the project to start the construction and the unit no. before execution of the builder buyer agreement.
- III. That after payment to builder and filing application for allotment of the allotted unit, the complainant kept waiting for the response of respondent to hand over the occupancy certificate and the unit no. but he did not get any response from it.
- IV. That on 26.02.2019, the complainant received format of builder buyer agreement along with an application. Surprisingly when allottee gone through the format, he found the date of completion of the project was year 2023 and also that M3M was

not promoter or builder of the project. The complainant at once called the respondent to ask that he had booked the unit as M3M was the builder. But **It was Not So**, and the respondent had told at the time of application for booking that the date of completion and handing over of possession was 2021. But in draft builder buyer agreement at clause 1 on page no 9 in definitions the date of completion of project was mentioned as 31.10.2023. Then, the allottee requested the builder to perform builder promise but it refused to do and asked the allottee either to sign the agreement or forget that you had booked the said unit. The complainant made request to the builder for refund of the amount paid by him. Thereafter, the builder assured that the money paid by the allottee to it shall be refunded very soon.

- V. That even repeated requests via mobile call and office visit by allottee/complainant, builder/respondent failed to refund the amount of Rs.8,00,000/-.
- VI. That thereafter, the complainant received letter for demand of balance amount on 07.03.2019, although he has cancelled the unit and asked for the refund. Then the complainant again called via mobile and asked the purpose of the letter when he has already cancelled the unit on breach of condition by the respondent. But the respondent said that this is nothing but its

process to cancel the unit, and he would get the money refunded very soon.

VII. That thereafter on his promise, the complainant kept waiting for refund. But even after waiting for 3-4 months, the complainant received a letter dated 31.08.2019 wherein allotment of the complainant was cancelled, and money paid by him was forfeited. He was shocked to see that without any fault of the complainant, his hard-earned money has been forfeited when he has been assured for refund by respondent.

VIII. That with mala-fide intention to grab the amount of the allottee, the respondent has sent a termination of unit notice dated 31.08.2019 knowingly fully well that he has cancelled the unit beforehand.

IX. That due to the fault on the part of the respondent, the allottee cancelled the unit and asking for the refund. But the respondent refused to refund the amount of Rs.7,00,000/-. Thus, the respondent is bound, and the complainant is entitled to be compensated and also entitled to interest on the amount from the respondent along with the principal amount paid.

**C. Relief sought by the complainant:**

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

- I. Refund the entire consideration of Rs.8,00,000/- along with interest.
  - II. To pay compensation for harassment, mental pain, and agony by the respondent.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds.
- I. That the complainant has neither any cause of action nor any *locus standi* to maintain the present complaint against the respondent, especially when he has defaulted in making payments and now is seeking the complete amendment/ modification/re-writing of the terms and conditions of the application form/allotment letter. This is evident from the averments as well as the prayer sought in the complaint. It is submitted that the complaint filed is baseless, vexatious and is not tenable in the eyes of law. Therefore, the complaint deserves to be dismissed at the threshold.
  - II. That the complainant after conducting his own due diligence requested and applied for allotment of a commercial unit in the project, being developed in a phased manner by the respondent company. The complainant had also duly signed and understood the indicative terms and conditions of the allotment along with the



application form and paid an amount of Rs.3,00,000/- towards the booking amount.

- III. That in the consideration of the booking amount paid by the complainant and his commitment to comply with the terms of the booking and make timely payments, the respondent company allotted unit bearing no. R4-128, in the project namely 'M3M Broadway' vide allotment letter dated 07.01.2019 for an agreed cost of Rs.86,59,834/- (including applicable GST) plus other charges. The allotment letter contained all the indicative terms and conditions of the allotment along with the specific payment plan opted by the complainant. Thereafter, the respondent in furtherance of the allotment sent copies of the buyer's agreement to the complainant for the execution at his end along with covering letter dated 26.02.2019. It is submitted that the terms and conditions contained in the application form and the allotment were uniform and similar to those contained in the agreement to be executed between the parties. It is pertinent to mention that the complainant for the reasons best known to him did not perform his contractual obligations and failed to come forward to execute the buyer's agreement which was in accordance with the Act of 2016.
- IV. That the respondent also requested the complainant the next demand of Rs.48,95,900/- (subject to the signing of the buyer's agreement). That since the complainant did not come forward to make the payment and execute the buyers the respondent issued reminder letter dated 07.03.2019. It is relevant to mention here that the complainant earlier had paid an amount of Rs.4,00,000/-

- to M3M India Pvt. Ltd. and along with expression of interest. On the request of the complainant, the amount of Rs.4,00,000/- was transferred towards the unit in question without any deductions.
- V. That since the complainant was not coming forward to execute the agreement nor was clearing his dues, the respondent issued pre-cancellation notice dated 25.03.2019. However, the complainant failed to avail this opportunity and continued to breach the terms of application form.
- VI. That since the complainant was not coming forward to execute the buyer's agreement, the respondent herein issued reminder letters dated 13.06.2019 and 09.07.2019 requesting him to execute the agreement and get the same registered before the Sub Registrar in accordance with section 13 of the Act, 2016. That on account of wilful breach of the terms of application form by failing to clear the outstanding dues despite repeated requests, the respondent was constrained to terminate the allotment of the said unit vide cancellation letter dated 31.08.2019 and forfeit the amount paid.
- VII. It is submitted that the respondent has incurred various losses/damages on account of the breach of the terms of the allotment and application by the complainant, which he is liable to pay as per the terms of the application. Further, the total loss calculated comes out to Rs.14,10,699/- (approx.) which includes earnest money deduction @ 10% to the tune of Rs.9,12,376/-, and further a sum of Rs.4,98,323/- the interest payable by the complainant for the delayed payments. It is pertinent to mention

that the complainant is raising these frivolous issues as an afterthought in order to unjustly enrich himself.

- VIII. That the respondent company completed the construction and development of the project well within time and applied to the competent authority for the grant of occupancy certificate on 31.08.2021 after complying with all the requisite formalities. That after due inspection and verification of each and every aspect the occupation certificate was granted by the competent authority on 13.12.2021. The complainant was in default of his contractual obligations and is raising these frivolous issues in order to escape his liability casted upon him by the virtue of the application form and unjustly enrich himself. Therefore, the complainant is not entitled to any relief whatsoever.
- IX. That the terms of application form were entered into between the parties and, as such, they are bound by the same. The said application form was duly acknowledged by the complainant after properly understanding each and every clause contained in the application form. The complainant was neither forced nor influenced by the respondent to sign the said application form. It was the complainant who after understanding the clauses signed the said application form in complete senses.
- X. That the present complaint lacks any cause of action to approach this authority and as such, the same deserves to be dismissed at the very threshold. The present complaint is filed with oblique motives without any merit. The allegations raised and averments made in the complaint are false and frivolous and hence, it is

submitted that there arose no cause of action in favour of the complainant and against the respondent in the captioned complaint which has been filed with the oblique motive to wriggle out of the contractual obligations in terms of the agreement.

- XI. That the complainant is not a consumer and an end user as he booked the said unit in question purely for commercial purpose as a speculative investor and to make profits and gains. Further, the complainant has invested in many projects of different companies which prove that he is not a consumer but only an investor.
- XII. That the complainant has failed to fulfil the obligations in terms of the agreement executed between the parties and is trying to take the benefit of its own wrong of not making payment of pending dues. As per the terms of agreement, the complainant was under an obligation to make payment in a timely manner as and when demanded by the respondent. The complainant was requested to clear its outstanding dues and various demand notices were sent according to the payment plan opted by him as per his own free will. Despite repeated requests the complainant did not come forward to clear dues and so the respondent was constrained to issue cancellation notice dated 31.08.2019.
7. 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.

**E. Jurisdiction of the authority**

The application of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.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.

**E.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. (Supra)*** 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.

**F. Findings on the objections raised by the respondent**

**F. I Objections regarding the complainant being investor.**

13. The respondent has taken a stand that the complainant is the investor and not consumer and therefore, is not entitled to the protection of the Act and to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumers of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions

of the apartment buyer's agreement, it is revealed that the complainant is a buyer and paid total price of **Rs.8,00,000/-** to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the provisional receipt, it is crystal clear that the complainant is an allottee as the subject unit was allotted to him by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as **M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.** has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottee is being an investor is not entitled to protection of this Act also stands rejected.

**G. Findings on the relief sought by the complainant**





**G. I Refund the entire consideration of Rs.8,00,000/- along with interest.**

14. The complainant in his complaint submitted that on 26.02.2019, he received the format of BBA along with application and thereafter, after going through the format found that the date of completion of the project was the year 2023 and also that M3M was not promoter. The complainant booked the unit as M3M was a builder. But it was not the fact and the respondent had told at the time of application of booking that the date of completion and hand over the possession was 2021. But according to clause (L) in the draft BBA, the date of completion of the project was 31.10.2023. Therefore, the allottee made request to the builder for refund of the amount.
15. The respondent denied the above-mentioned contentions of the allottee. The respondent pleaded that the complainant was very well aware of the fact that M3M was not promoter of the project M3M Broadway. The application form clearly depicted that M3M Broadway is a RERA registered project of the respondent company and the same is to be completed on or before 31.10.2023. Moreover, the complainant did not come forward to make payment and execute the buyer's agreement. The respondent issued two reminders for execution of the BBA. On account of willful breach of the terms of application form by failing to clear the outstanding dues despite repeated request and non-execution of the buyer's agreement, the respondent was constrained to

terminate the allotment of the said flat vide cancellation letter dated 31.08.2019.

16. On consideration of the documents available on record and submission made by both the parties, the authority is of the view that the application form for the provisional allotment issued by the respondent company i.e., **Roshni Builders Private Limited** and the same was signed by the complainant/allottee. Further, the allottee has failed to abide by the terms of application for booking by not making the payments in timely manner as per the payment plan opted by him. The complainant as per cancellation letter dated 31.08.2019, paid of Rs. 7,00,000/- out of the total amount of Rs.86,59,834/- (as per allotment letter). He failed to pay the remaining amount, and which led to issuance of notice of termination by the respondent on 13.08.2019. Now, the question before the authority is whether this cancellation is valid?
17. As per clause 13 of the allotment letter, the allottee was liable to pay the instalment as per payment plan opted by him. Clause 13 of the allotment letter is reproduced as under for ready reference:

**Clause 13** *In the event breach or default on part of the allottee or his failure to comply with any of his obligations under the Application form/Allotment letter , including without limitation, obligation to make payments as per 'ANNEXURE-I' hereto in a timely manner or where the allottee seeks to withdraw or cancel the allotment /Agreement for sale in respect of the Unit, the allottee shall be deemed to be default and the Company shall be entitled to forfeit the earnest money (being 10% of the total consideration) and interest component on the delayed payment (payable by the allottee for breach or non-payment of any due payable by the Company) and*



*any fee/brokerage/commission/Estate Agent (in case the Application is made through an Indian Property Associate/Channel partner/ Real Estate Agent). In the event, the booking amount /the amounts paid by the allottee towards consideration value is less than the Earnest money (being 10% of the Total consideration), the Allottee shall be liable the Company the deficit Amount. The rate of interest payable by the allottee to the Company shall be State bank of India highest marginal cost of lending rate plus two percent. The Balance amount of money paid by the Company paid by the allottee shall be returned by the Company to the allottee within 90 days of cancellation or withdrawal. Further , the allottee fails to execute or deliver to the company, the Agreement for sale within 30 days from the date of this allotment letter or such further period as provisioned and/or appear before the sub-registrar for its registration within the prescribed timelines as per the applicable law , then the Company shall serve a notice to the allottee by email/by hand/by post/by courier on the address given by the allottee for rectifying the breach or default , which if not rectified within 60 days from the date of this receipt by the allottee, application/allotment of the allottee shall be treated as cancelled and the Company shall be entitled to forfeit the earnest money and interest component on delayed payment and any fee/brokerage/ commission/margin /any rebates availed earlier that may have been paid by the Company an Indian Property Associate/Channel partner/ Real Estate Agent).*

18. The respondent had issue reminders, pre-cancellation letter, last and final opportunity letter to the complainant. The OC for the project of the allotted unit was granted on 13.12.2021. The respondent cancelled the unit of the complainant with adequate notices. Thus, the cancellation of unit is valid.
19. Further, the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, states that-

**"5. AMOUNT OF EARNEST MONEY**

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into*



*consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

20. Moreover, on last date of hearing i.e., 14.07.2022, the authority had gone through the order dated 07.01.2015 passed by the NCDRC in Revision petition No.1973 of 2014 and draws the attention towards para no.13 which is re-produced as under: -

*"In the light of aforesaid judgments, it becomes clear that as complainant has not paid any subsequent instalments and committed default in making payments of instalments and also committed default in returning back duly signed agreement, OP had every right to forfeit amount of earnest money deposited by complainant and learned District forum committed error in allowing complaint and learned State Commission further committed error in dismissing appeal".*

21. Keeping in view the aforesaid facts and legal position, the cancellation of the allotted unit is held to be valid and forfeiture of the 10% of the earnest money of basic sale consideration cannot be set to be wrong or illegal in any manner. However, after forfeiting that amount to the extent of 10% of the basic sale consideration. The respondent is directed to return that amount to the complainant within a period of 90 days from the date of this order, if any.

**G. II To pay compensation for harassment, mental pain, and agony by the respondent.**

22. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021



titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & 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 adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

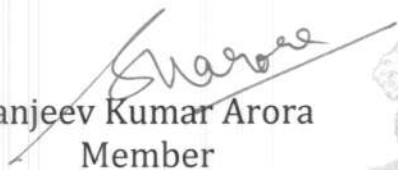
**H. Directions of the authority**


23. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):


- i. The respondent is directed to refund the balance amount after deducting the earnest money which shall not exceed the 10% of the basic sale consideration of the said unit and shall return the balance amount to the complainant. The refund should have been made on the date of termination i.e., 31.08.2019. Accordingly, the interest at the prescribed rate i.e., 10% is allowed on the balance amount from the date of termination to date of actual refund.



- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
24. Complaint stands disposed of.
25. File be consigned to registry.

  
Sanjeev Kumar Arora  
Member

  
Ashok Sangwan  
Member

  
Dr. KK Khandelwal  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2022