

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

Complaint no. : 3364 of 2021
First date of hearing : 12.10.2021
Date of decision : 27.10.2022

Emaar MGF Land Limited
Address: - 306-308, Square One, C-2,
District Centre, Saket New Delhi-110017

Complainant

Versus

1. Ashok Sharma
2. Linu Sharma
Address:- House no. 904, Karak Tower,
Omaxe Nile Apartment, Sector-49, Gurgaon

Respondents

CORAM:
Shri V.K. Goyal
Sanjeev Kumar Arora

Member
Member

APPEARANCE
Shri Harshit Batra
None

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 25.08.2021 has been filed by the complainant/promoter in Form CRA 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 19(6) (10) and (11) of the Act.

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A. Project and unit related details

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

Sr. No.	Particulars	Details
1.	Name of the project	"Imperial Gardens", Sector 102, Gurugram, Haryana
2.	Total area of the project	12 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	107 of 2012 dated 10.10.2012
	Validity of license	09.10.2020
	Licensee	Kamdhenu Projects Pvt. Ltd.
5.	HRERA registered/ not registered	Registered in two phases i. 208 of 2017 dated 15.09.2017 [Valid up to 31.12.2018 for 49637 sq. mtrs. and extension granted vide no.3/2019 dated 02.08.2019 which is extended up to 31.12.2019] ii. 14 of 2019 dated 28.03.2019(Phase II) [Valid up to 17.10.2018 for 4.57 acres]
6.	Unit no.	IG-07-1702, 17 th floor
7.	Unit measuring	2000 sq. ft.



8.	Date of execution of buyer's agreement	16.05.2013 [Page 41 of complaint]
9.	Possession clause	14. POSSESSION (a) Time of handing over the Possession <i>Subject to terms of this clause and barring force majeure conditions, and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc. as prescribed by the Company, the Company proposes to hand over the possession of the Unit within 42 (Forty Two) months from the date of start of construction; subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a grace period of 3 (three) months after the expiry of said period of 42 months, for applying and obtaining the completion certificate/occupation certificate in respect of the Unit and/or the Project.</i> (Emphasis supplied)
10.	Date of start of construction as per the schedule of payment at page 130 of complaint	11.11.2013
11.	Due date of possession	11.05.2017 [Note: Grace period is not included]
12.	Total consideration as per schedule of payment at page 130 of complaint	Rs. 1,50,44,407/-

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13.	Total amount paid by the respondent	Rs. 97,82,690/-
14.	Occupation certificate	17.10.2019 (Page 25-27 of complaint)
15.	Offer of possession	25.10.2019 [page 158-162 of complaint]

B. Facts of the complaint

3. The complainant/promoter made the following submissions in the complaint:

- i. That the complainant was formerly known under the name and style of M/s Emaar MGF Land Ltd., however, had changed its name to "EMAAR INDIA LIMITED" w.e.f. 07.10.2020 as is evident from the certificate issued by the Government of India, Ministry of corporate Affairs, New Delhi and got incorporated under the companies Act, 1956 (CIN: U45201DL2005PLC133161) having its regd. office at 306-308, square one, c-2, district centre, Saket New Delhi South Delhi DL 110017 and corporate office at Emaar business park, sector 28, Gurgaon 122002. That the present complaint is filed by Mr. Sayantan Mondal, authorized representative of the complainant, who is duly authorized to act on behalf of the complainant vide board resolution dated 16.06.2021.
- ii. That licence no. 107 of 2012 dated 15.10.2012 for development of a group housing colony was granted to the complainant by the

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Director, Town & Country Planning, Govt. of Haryana upon which the complainant devised the development of the project under the name and style "Imperial Gardens" (hereinafter referred to as the "**Project**").

- iii. That after the implementation of RERA in the state of Haryana, the complainant had registered the project after noting compliance with all the prerequisite details and attained Registration Number 208/2017 dated 15.09.2017 and extended vide extension no. 03 of 2019 dated 02.08.2019 valid till 31.12.2019.
- iv. That before the expiry of the registration certificate, the complaint had applied for the occupation certificate on 11.02.2019 and the occupancy certificate for the project was obtained on 17-10-2019. It is to be noted that the construction of all the booked apartments has been completed, out of which 417 units were handed over and consequently 417 families are residing in the project at the time of filing this complaint.
- v. That it is pertinent to highlight that the project has been duly completed after having obtained all the necessary approvals and fulfilling all the requirements as per the existing bye laws. That at the outset, without prejudice to the contents of this complaint, it must be noted that the complainant is a renowned real estate developer of international repute.
- vi. That the respondents approached the complainant expressing an intention of booking an allotment in the project and a willingness

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to pay for the same, upon which a provisional allotment dated 26-02-2013 was made in the name of the respondent. That thereafter, a buyer's agreement dated 16-05-2013 (hereinafter referred to as the "agreement") was executed between the complainant and the respondent for unit no. IG-07-1702 in the project for a total sale consideration of INR 1,54,01,466 (hereinafter referred to as the "unit").

- vii. That the respondents had been engaged in delaying tactics from the very beginning. After the provisional booking of the Unit, the complainant had timely sent the agreement to the respondent on 30-03-2013, however, the respondents delayed in its execution and consequently the complainant had to send a reminder dated 01-05-2013 for the same.
- viii. That respondent assented to pay the monies against the unit through a construction linked plan. However, has defaulted in the payment against the unit since the very beginning. A number of notices and reminders at first and second instance had been sent to the respondent for payment of dues, a record of which is noted below:

S.No	PARTICULAR	REF. NO.	DATED
2013			
1.	Payment Request Reminder 1	REMINDER1/716858	01/04/2013

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2.	Payment Request Letter	IG-/716858-PR- 020/20130402162821715	02/04/2013
3.	Payment Request Reminder 2	REMINDER2/716858	19/04/2013
4.	Payment Request Reminder 2	REMINDER2/716858	29/04/2013
5.	Payment Request Letter	IG-/716858-PR- 030/20130430111010092	30/04/2013
6.	Payment Request Reminder 1	REMINDER1/716858	17/06/2013
7.	Payment Request Reminder 2	REMINDER2/716858	02/07/2013
8.	Payment Request Letter	IG-/716858-PR- 040/20131018165048678	18/10/2013
2015			
9.	Payment Request Letter	IG-/716858-PR- 050/20151102133212723	02/11/2015

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10.	Notice	NL/IG-/716858	02/11/2015
2016			
11.	Notice	NL/IG-/716858	12/02/2016
12.	Payment Request Letter	IG-/716858-PR- 060/20160608162914109	08/06/2016
13.	Payment Request Reminder 1	REMINDER1/716858	05/07/2016
14.	Payment Request Reminder 2	REMINDER2/716858	22/07/2016
15.	Notice	NL/IG-/716858	22/08/2016
16.	Notice	NL/IG-/716858	23/09/2016
17.	Notice	NL/IG-/716858	24/10/2016
18.	Notice	NL/IG-/716858	05/12/2016
19.	Payment Request Letter	IG-/716858-PR- 070/20161207082848736	07/12/2016
2017			
20.	Notice	NL/IG-/716858	31/01/2017
21.	Notice	NL/IG-/716858	16/03/2017

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22.	HVAT Payment Request Letter	IG-/716858	30/03/2017
23.	Payment Request Reminder 1	REMINDER1/716858	02/04/2017
24.	Payment Request Reminder 1	REMINDER1/716858	05/10/2017
25.	Payment Request Letter	IG-/716858-PR-080/20171031155008812	31/10/2017
26.	Payment Request Letter	IG-/716858-PR-090/20171110154258096	10/11/2017
2018			
27.	Payment Request Reminder 2	REMINDER2/716858	11/01/2018
28.	Notice	NL/IG-/716858	08/02/2018
29.	Notice	NL/IG-/716858	28/03/2018
30.	Notice	NL/IG-/716858	02/05/2018
31.	Notice	NL/IG-/716858	25/06/2018
32.	Notice	NL/IG-/716858	28/07/2018
33.	Notice	NL/IG-/716858	09/09/2018
34.	Notice	NL/IG-/716858	11/10/2018

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35.	Notice	NL/IG-/716858	12/11/2018
36.	Notice	NL/IG-/716858	13/12/2018

That the continuous defaults, from the very beginning, on part of the respondent's *prima facie* show the wilfulness in causing the defaults.

ix. That the respondents were conveyed and explained about time being the essence with respect to the construction linked payment plan as is evident from the terms of the agreement:

14(b) Subject to Clause 31, and notwithstanding anything contained clauses 14(a) and 16 in the following circumstances, the date of possession shall be extended accordingly:

(iv) The allottee agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments, the date of handing over the possession shall be extended accordingly, solely on the Company's discretion till the payment of all the outstanding amounts to the satisfaction of the Company.

x. That it is pertinent to note that no demand was raised beforehand by the complainant. In order to ensure utmost transparency, the complainants raised demands as and when the construction was being done. That the respondents had always caused delay which has been critical to the respondent and stands in gross violation of the agreement. That such delay has gravely hampered the smooth functioning and construction of the Project. This clearly shows the *mala fide* conduct exercised by the respondent which is in complete breach of the terms of the agreement.

xi. That the delivery of possession of the unit by the complainant was "*subject to the allottee having timely complied with all the*

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terms and conditions of this agreement and not being in default under any provisions of this agreement and compliance with all provisions, formalities, documentation etc..." as per clause 14(a) of the agreement. That it must be noted by the authority that despite the default caused by the respondents in fulfilling its obligations, the complainant did not default and instead completed the construction of the project without having regular payment of monies by the respondents. That as is known and practically understood that regular and timely payments by the allottees are pertinent towards the completion of a real estate project, yet, without the same being done in the present case, the complainant has shown an exemplary conduct as a real estate promoter which should be duly taken into account.

- xii. That the delivery of possession was further subject to *force majeure* conditions as spelled out in clause 31 of the agreement as under:

"The handover of the unit shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of steel and/or cement and/or other builder materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion or by reasons of war, enemy action, earthquake or any act of god. If there is any delay in the delivery of possession of the Unit or the company is unable to deliver possession of the unit due to force majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the company, shall be entitled to a reasonable extension of the time for delivery of possession of the unit. The allottee understands and acknowledges that if due to any force majeure conditions, the whole or part of the project is abandoned or abnormally delayed, the Allottee shall not be entitled to prefer any claim whatsoever except that the company shall on demand refund the allottee's money without any interest."

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- xiii. The complainant was adversely affected by various construction bans, lack of availability of building material, regulation of the construction and development activities by the judicial authorities including NGT in NCR on account of the environmental conditions, restrictions on usage of ground water by the High Court of Punjab & Haryana, etc. and other force majeure circumstances, yet, the complainant completed the construction of the project diligently and timely, without imposing any cost implications of the aforementioned circumstances on the respondent and demanding the prices only as and when the construction was being done.
- xiv. That all these circumstances come within the purview of the force majeure clause and hence allow a reasonable time to the complainant builder. That it must also be noted that the complainant had the right to suspend the construction of the project upon happening of circumstances beyond the control of the complainant as per clause 14(b)(i), however, despite all the hardships faced by the complainants, the complainants did not, suspend the construction and managed to keep the project afloat through all the adversities. The Hon'ble Supreme Court noted in case **Saradmani Kandappan and Ors Vs S. Rajalakshmi and Ors, decided on 04.07.2011, MANU/SC/0717/2011: (2011) 12 SCC 18** held that the payments are to be paid by the purchaser in a time bound manner as per the agreed payment plan and he fails to do so then the seller shall not

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- be obligated to perform its reciprocal obligations and the contract shall be voidable at the option of the seller alone and not the purchaser.
- xv. That soon after tackling all the adversities beyond the control of the complainant, the complainant completed the construction of the project and only after obtaining the requisite permissions, legally offered the possession of the unit to the respondents on 25/10/2019 and request the payment of final dues and taking the possession of the unit on or before 27/11/2019.
- xvi. That thereafter, the respondents failed to take the possession of the unit. The complainant went beyond and ahead of its obligations and time and again issued possession reminder dated 03/12/2019 to the respondents requesting the respondent to take the possession upon the clearing of dues and completion of formalities.
- xvii. That even after the issue of letter of offer of possession and the occupancy certificate, the respondent has not cleared the pending dues against the unit, till date, i.e., even after almost 2 years. That the period of delay caused by the respondent is almost equivalent to a period taken for development of a new unit. That this inordinate delay is inexcusable and inexplicable. That the period of delay caused by the respondent is almost equivalent to a period taken for development of a new unit. That this inordinate delay is inexcusable and inexplicable. The pending dues

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payable by the respondents amounts 1,24,03,600/- as is evident from the calculation sheet dated 05.08.2021. That this outstanding amount is as on 05.08.2021 and shall change with the change in date. The said amount is inclusive of Rs. 65,49,766/- towards delay payment charges; Rs. 11,667/- towards common area electricity (CAE) charges and Rs. 2,23,391 towards common area maintenance (CAM) charges are payable as calculated on 29.07.2021.

xviii. That the real estate sector is not merely dependant on the promoters like the complainant for its upliftment - it is the corresponding and equally weighed obligation of the allottees like the respondent to perform their part of timely payment inter alia other responsibilities. That timely payment against the allotment is the essence of a real estate development and cannot be turned a blind eye against.

xix. That it is the obligation of the respondent under the act to make the due payments, as agreed, to take the possession of the allotment within two months of occupancy certificate and to thereafter execute the conveyance deed. The relevant provisions of the act are reiterated hereinbelow:

Section 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

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charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

Section 19(10) *Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be.*

Section 19(11) *Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act.*

The respondent has a corresponding obligation as per the agreement to make the due payments against the unit, to take the possession within 30 days of offer of possession, and to have the sale deed executed upon full payments being made. The relevant provisions of the agreement are reiterated hereinbelow:

“Clause 20 Events of default and consequences

20.1 It is specifically made clear to the Allottee that the Allottee shall perform, comply, abide by and adhere to all covenants and obligations required to be performed or complied with under this agreement. Any default, breach or non-compliance of any of the terms and conditions of this agreement shall be deemed to be an event of default liable for consequences stipulated therein. The following are the events of default which include but are not limited to the following:

(a) Failure to make payments within the time as stipulated in the schedule of payments.

(b) Failure to perform and observe any or all of the Allottee obligation as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.

Clause 15 Procedure for taking Possession

(a)...

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(b) Upon receiving intimation in writing from the company, the allottee shall within thirty (30) days take the possession of the said unit from the company by executing necessary indemnities, undertakings and such other documentation as the company may prescribe....If the allottee fails to take possession of the Unit as aforesaid within the time limit prescribed by the company in its notice, then the said unit shall lie at the risk, responsibility and cost of the allottee in relation to all the outgoing cesses, taxes, levies, etc. and the company shall have no liability or concern ..."

xx. That the defaulting conduct of the respondent is not new and accounts for its *malafide* intentions towards the non-payment of the unit in the project. It must be noted that the respondents are bound by the agreement which has been executed between the complainant and the respondent. That the obligations under them shall remain unaffected by any change in the market conditions, as may occur, from time to time. The respondent cannot be allowed to wriggle out from its responsibilities due to any fluctuations in the market or any other reason whatsoever.

xxi. That it also needs to be noted that time was of the essence of the contract and hence, the inordinate delay in payment and the consequent default caused by the respondent is bound to adversely affect the complainant and thus consequently, the respondent is liable to pay the delayed payment charges and interests. The relevant provisions under the agreement and the act are reiterated hereinbelow:

Section 19(7) *The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment*

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towards any amount or charges to be paid under sub-section (6).

Clause 12 Time is the Essence

(a) It is specifically and categorically understood and agreed by the allottee that time is of the essence with respect to allottee(s)' obligations to perform or observe all the obligations of the allottee under this agreement and/or to pay the total consideration along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this agreement to be paid on or before due date or as and when demanded by the company as the case may be.

(b) ...

Clause 17(1) Failure to take possession

17.1 It is agreed by the allottee that in the event of the failure of the allottee to take the possession of the said unit in the manner as aforesaid in clause 16, then the company shall have the option to cancel this agreement and avail of the remedies as stipulated in clause 20 of this agreement or the company may, without prejudice to its rights under any of the clauses of this agreement and at its sole discretion, decide to condone the delay by the allottee in taking over the said unit in the manner as stated in this clause on the condition that the allottee shall pay to the company the following amounts:

(c) Maintenance charges from the deemed date of possession as per notice of possession

Further the company also has the right to withhold conveyance or handing over for occupation and use of the said Unit till the time all outstanding amounts along with overdue interest as prescribed in this agreement, if any, are fully paid...

xxii. That thus, the respondent is liable to clear its dues as per the calculation sheet along with the statement of accounts annexed herewith and take the possession of the unit and execute and register the conveyance deed of the unit accordingly.

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xxiii. That this is in line with the holding of the Hon'ble Supreme Court in **Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna and Ors., decided on 11.01.2021 - MANU/SC/0013/2021** where, Phase1 of the project had been issued the occupancy certificate, consequently, the developer offered the possession to the respective allottees. The Supreme Court directed such allottees to take the possession of their respective allotments.

xxiv. In **M/s Supertech Ltd. v. Neeraj Tyagi UP RERA, NCR144/04/1120/2019** where the promoter had offered the possession and also had the occupancy certificate on record and requested the allottee to take the possession of his allotment, which was being delayed by the allottee, the UPRERA directed the allottee to take the possession of the Unit with 45 days after paying the pending dues against the same.

xxv. In another case **Puri Construction Pvt. Ltd. and Ors. vs. Sanjay Goel (20.08.20-9 - RERA Haryana): MANU/RR/0539/2019** where the allottee had defaulted in making timely payments and taking possession even after the offer of possession and occupancy certificate, it was observed: *40. Since, the respondent has defaulted in making payment of outstanding dues and taking possession of the apartment in question, so there is a violation of terms and conditions of agreement and also violation of obligation of allottee under section 19(6) of the Act on the part of*

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respondent. Hence, the complainant is entitled for delayed possession charges at the prescribed rate of interest of 10.45% per annum.

xxvi. That in the interest of equity, justice and fair play, it must be noted that the complainant has always tuned to its obligations and has waited for an inordinate period of time for clearing of dues and taking of possession by the respondent. The unit is complete and ready to take physical possession as is evident from the pictures of the Unit attached herewith. Hence, the complainant cannot be made to wait for a longer period of time and the respondent should be bound to adhere as under the law and the contract.

xxvii. Additionally, at the sake of repetition, it is pointed out that the project is 100% completed and thus the respondent should be bound to make the due payments and should, under no circumstances, be allowed to wriggle out of its obligations by mere forfeiture. That should that be directed or allowed by the authority, the complainant would be adversely affected despite having performed its obligations in a timely, efficient and effective manner. Hence, the authority is requested to take note of the matter and direct the respondent to comply with its contractual and legal obligations.



C. Relief sought by the complainant/promoter

4. The complainant/promoter has filed the present complaint for seeking following reliefs:
 - i. Direct the respondent to pay the outstanding dues along with delayed interest as per section 19 of the Act.
 - ii. Direct the respondent to take the possession of the unit;
5. Registry has sent the notice along with a copy of the complaint through email on the following email address i.e., ashokb18@gmail.com and the same is shown to have delivered on the above email address as per the report available in the file. It is proper service of the notice. On the date of hearing 12.10.2021, Shri Umakant Sharma advocate of the respondents appeared and was directed to file the reply within 15 days in the registry. Despite proper service of notice the respondents have failed to comply with the orders of the authority, by not filing written reply within the time allowed.
6. On the date of hearing, the authority explained to the respondents/allottees about the contravention as alleged to have been committed in relation to section 19(6), (7) & (10) of the Act to plead guilty or not to plead guilty.

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7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

E. Jurisdiction of the authority

8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act and duties of allottee as per section 19(6),(7) and(10) leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

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F. Finding on the relief sought by the complainant/promoter

9. Relief sought by the complainant/promoter:
- i. Direct the respondents/allottees to pay the outstanding dues along with delayed interest as per section 19 of the Act.
 - iii. Direct the respondent to take the possession of the unit;
10. The complainant/promoter submitted that the respondents/allottees has failed to abide by the terms and conditions of the buyer's agreement by not making the payments in timely manner as per the payment plan opted by the allottee and by not taking the possession of the unit in question as per the terms and conditions of the buyer's agreement. Further cause of action also arose when despite repeated follow-ups by the complainant and the complainant having performed its contractual obligations, the respondent/allottee withheld to perform their contractual obligation. The respondent/allottee shall make the requisite payment as per the provision of section 19(6) of the Act and as per section 19(7) of the Act to pay the interest at such rate as may be prescribed for any delay in payments towards any amount or charges to be paid under sub-section (6). Proviso to section 19(6) and 19(7) reads as under:

"Section 19: - Right and duties of allottees. -

.....

19(6) states that 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[1], 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.*

19(7) states that 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).

11. As per clause 12 of the buyer's agreement, the respondent/allottee was liable to pay the instalment as per payment plan opted by the respondents/allottees. Clause 12 reproduced as under:

Clause 12(a). Time is the Essence

(a) It is specifically and categorically understood and agreed by the allottee that time is of the essence with respect to allottee(s)' obligations to perform or observe all the obligations of the allottee under this agreement and/or to pay the total consideration along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this agreement to be paid on or before due date or as and when demanded by the company as the case may be.

12. The respondents/allottees shall make the requisite payments and take the possession of the subject apartment as per the provisions of section 19(6), (7) and (10) of the Act, within a period of 60 days from the date of this order failing which the complainant shall be free to proceed with cancellation of the subject unit allotted to the respondents/allottee as per the terms of the buyer's agreement and as per Haryana Real Estate Regulatory Authority Gurugram

(Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018.

G. Directions of the authority:-

13. 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) of the Act:

i. The respondents/allottees shall make the requisite payments at the prescribed rate of interest i.e. 10.25% and take the possession of the subject unit as per the provisions of section 19(6), (7) and (10) of the Act, within a period of 60 days failing which the complainant/promoter shall be free to proceed with cancellation of the subject unit allotted to the respondents/allottees as per the terms of the buyer's agreement and as per Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018.

14. Complaint stands disposed of.

15. File be consigned to registry.


(Sanjeev Kumar Arora)
Member


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 27.10.2022