

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

Complaint no. : 3281 of 2020
Date of decision : 15.09.2022

1. Gurdarshan Latawa
 2. Chitra Latawa
- Both R/o:** - AC/4, 68-D, Shalimar Bagh
New Delhi

Complainants

Versus

1. Gurgaon Greens through its project directors
 2. Anarock property consultant Pvt. Ltd.
 3. Emaar MGF Land Ltd.
- Registered address:** 306-308, Square One, C-2,
District Centre, Saket, New Delhi, Delhi 110017
Also, at: ECE, House, 28 Kasturba Gandhi Nagar, New
Delhi - 110001

Respondents

CORAM:

Shri Vijay Kumar Goyal
Shri Ashok Sangwan
Shri Sanjeev Kumar Arora

Member
Member
Member

APPEARANCE:

Shri Vivek Tanwar
Proxy Counsel Rao Raj
Shri J.K.Dang

Advocate for the complainants
Advocate for the respondent

ORDER

1. The present complaint dated 08.10.2020 has been filed by the complainants 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 thereunder or to the allottee as per the agreement for sale executed inter se.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, 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	Gurgaon Greens, Sector-102, Gurugram.
2.	Total area of the project	13.531 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no.	75 of 2012 dated 31.07.2012
	Validity of license	30.07.2020
	Licensee	Kamdhenu Projects Pvt. Ltd. & Anr.
5	HRERA registered/ not registered	Registered vide no. 36(a) of 2017 dated 05.12.2017 for 95829.92 sq. mtrs.
	HRERA registration valid up to	31.12.2018
	HRERA extension of registration vide	01 of 2019 dated 02.08.2019
	Extension valid up to	31.12.2019



6.	Occupation certificate granted on	16.07.2019 [annexure R6, page 44 of reply]
7.	Provisional allotment letter	14.02.2019 [annexure R2, page 37 of reply]
8.	Unit no.	GGN-26-0102, 1 st floor, tower no. 26 [annexure R5, page 46 of reply]
9.	Area of the unit	1650 sq. ft. (super area) 1022.58 sq. ft. (carpet area)
10.	Date of execution of buyer's agreement	Not executed
11.	Possession clause	Cannot be ascertained
12.	Due date of possession	Cannot be ascertained
13.	Consideration as per payment plan annexed with the allotment letter at page 38 of reply	Rs.92,08,710/-
14.	Total amount paid by the complainant	Rs.1,00,000/-
15.	Cancellation letter issued by the respondent on	08.05.2019 [annexure R5, page 43 of reply]

B. Facts of the complaint

3. The complainants made the following submissions in the complaint:

- i. That the complainants are New Zealand citizens and are holding overseas citizen India (OCI) card. That the complainants do keep visiting India to meet their relatives and friends on holidays. On

one such holiday, in the month of January 2019, one Mr. Pankaj Khatreja representing himself to be the authorized agent of the respondent number no. 3 had met the complainants. He had represented before the complainants that the company represented by him (respondent no. 3) was the authorized agent for the respondent no. 2. It was further that the respondent no. 2 was developing a residential project represented by respondent no. 1.

- ii. That the agent impressed upon the complainants that the project represented by the respondent was a premium low-cost project being developed by the respondent/promoter and being the authorized selling agent for the said project, the respondent number 2 were in a position to arrange for a lower budget property for the complainants.
- iii. That taking the communication further, the said Mr. Pankaj Khatreja, citing that he could get released a good deal, called the complainants to the office of the respondent/promoter. There the complainants were introduced to Shri Dhruv Suriee, the Regional Sale Manager, Shri Dewank Sawarup, the Senior Sales Manager and Shri Neeraj Babbar, Vice President of the respondent/promoter. The complaints were told that they could buy a property at the site being developed by the respondent number 2 represented by the respondent number 1 measuring super area of 1650 square feet at the cost of Rs. 84,96,024/- only along with EDC and IDC to the tune of Rs. 5,65,026/- only and IFMS charges @ Rs. 25,000/- only and club member charges @ Rs. 1,03,950/- only.

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- iv. That the complainants apprised all the officials aforementioned representing the respondent/promoter that they were not in the position to pay such a huge amount and required financial assistance/loan. All the officials of respondent number 2 misrepresented the complainants that they will arrange a loan of 70 lac rupees for them. That the complainants were virtually forced to sign the application for allotment of the property aforementioned. They were also made to part with two cheques bearing number 000002 and 000003 amounting to Rs. 6,10,000/- only and Rs. 1,00,000/- only, respectively citing that the said cheques shall be utilized only once the approval for the loan was obtained from the relevant quarter.
- v. That thereafter, Mr. Pankaj Khatreja impressed upon the complainants by the mode of WhatsApp communication that the loan was being processed by one Rajesh of HDFC bank and it was impressed upon the complainants that the discount of Rs. 5,00,000/- only was being offered, only if the payment was made by 25.01.2019. That the complainants requested that the payments be charged only once the approval from the bank is received, on which the complainants were misled and induced citing that they shall be losing Rs. 5 Lacs in the event of not making the payment not before 25.01. 2019 and accordingly after having mutually agreed to the cancellation of cheques aforementioned, the payment was made by the mode of national electronic fund transfer (NEFT) in favor of the respondent number 2 to the tune of Rs. 1,00,000/- which was duly credited to account number 051504181910 maintained by the respondent

number 2 in the head of the respondent/promoter at the HSBC Bank.

- vi. That to the utter shock and surprise to the complainants, the complainants were apprised that the loan application had been rejected by the HDFC bank and a communication to this effect dated 22.02.2019, was received by the complainants. Immediately thereto, the complainants contacted Mr. Pankaj on phone and WhatsApp communication, requesting him to arrange for a refund of Rs. 1,00,000/- only as the entire deal was subject to the approval of loan. The said Mr. Pankaj stopped receiving the calls and did not bother to respond, however, he accepted a communication dated 03.03.2019, that the entire deal was subject to approval of loan and further that he shall get the funds transferred back at the earliest. However, he stopped responding thereafter.
- vii. That the respondent number 2 and 3 are beneficiaries of the transaction of Rs. 1,00,000/- only made by the complainants and the respondent number 3 is the company that had brokered the deal with respondent/promoter and his agent. That the complainants have put the print outs (annexure number CC/1) of the communication between the authorized representative of the respondent number 3 which go on to lead to an unerring conclusion that whatever deal was finalized was subject to the loan approval which was to be taken care off by the officials of the respondent/promoter.
- viii. That the document issued by respondent/promoter and his agent with respect to the booking done does not carry any reference to



this effect. However, it is well understood that as the application money was subject to the loan approval and the applications stood duly carrying the endorsement of the respondent/promoter, it was well settled between the complainants and the respondents aforementioned that the same shall be subject to approval of loan in favor of complainants.

- ix. That the complainants have repeatedly requested the respondents aforementioned to refund the amount of Rs. 1,00,000/- only which had been wrongly retained by the respondents since 25.01.2019, but to no avail, not to mention the mental anguish the complainants had to suffer. That the one of the two cheques mentioned in the paragraph F amounting to Rs. 1,00,000/- only is still in the custody of the respondent which has yet neither been returned to the complainant nor presented in any of the banks.
- x. That the complainants were induced and misrepresented by the respondents aforementioned into investing a huge amount to the tune of Rs. 1,00,000 which was only feasible for the complainants subject to the approval of the loan from the bank which was to be arranged by the respondent. Now the complainants want to sue the respondents on the account of:
- i. That the intent of the complainants had always been an investment in a residential property that they could afford.
 - ii. That the prolificacy of the investment was always subject to the approval of the loan which was to be but never arranged by the respondents in reality.
 - iii. The point of putting in hard earned money in a residential

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property was as in the year 2019, the residential property was seeing an upside and the complainants wanted a suitable home for their period of stay whenever they came back to India.

- iv. That the complainants are a middle-class couple who had heavily invested a huge chunk of money that amounted to a substantial share of their lifelong savings for a home for them and their beloved family and friends.
- v. The company represented by the respondent provided false information to the complainants regarding the approval of the loan without anything being there on the ground.
- xi. The respondent company yet again provided false information to the complainants regarding the submission of cheques amounting to Rs. 1 lac only before January 25, 2019, for the approval of the loan.
- xii. That the respondents' company mis-sold the flat to the complainants providing false information relating to the approval of the loan only to extract a hefty amount of Rs. 1 lac from the complainants. However, it was made clear by the complainants and the accepted by the respondents that the entire deal was subject to the approval of the loan which was to be arranged by the respondents. That a notice dated October 05, 2019, was sent each of the respondents by the complainants through their counsel and later a letter in reply to the said legal notice, dated November 4, 2019, from respondent number 2 was received by the counsel of the complainants.

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C. The complainants are seeking the following relief:

4. The complainants have sought following relief(s):

- (i) Direct the respondents to refund the booking amount charged with respect to the sale of the property situated at Gurgaon Greens amounting to Rs. 1,00,000 only.

D. Reply filed by the respondent

5. The respondent had contested the complaint on the following grounds:

- i. That the present complaint is not maintainable before this authority. Without admitting in any manner, the truth or legality of allegations advanced by the complainants and without prejudice to the contentions of respondent number 2, it is submitted that the case set up by the complainants is a simpliciter suit of recovery. It is not the case of the complainants that respondent number 2 has defaulted in delivery of possession of the unit in question. Consequently, this authority does not have jurisdiction to adjudicate upon the present controversy. The instant complaint is a matter that has to be dealt by a civil court of competent jurisdiction.
- ii. That the instant complaint is bad for misjoinder of "Gurgaon Greens" as a party. It is pertinent to take into reckoning that the "Gurgaon Greens" is the name of the project situated in Sector-102, Dwarka Expressway, Gurgaon, Haryana. The project has been duly implemented and developed by respondent number 2 after obtaining all the requisite approvals, sanctions etc. from the competent authorities. The project in itself cannot be considered

to be a separate legal entity by any stretch of imagination. Therefore, the complaint preferred by the complainants is not maintainable in its present form.

- iii. That the complainants are stopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. That even otherwise, the complainants have no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the act as well as an incorrect understanding of the terms and conditions of the application form, as shall be evident from the submissions made in the following paragraphs of the present reply.
- iv. That the complainants had approached respondent number 2 sometime in the year 2019 for purchase of an independent unit in its upcoming residential project "Gurgaon Greens" (hereinafter "the project") situated in Sector-102, Dwarka Expressway, Gurgaon, Haryana. It is submitted that the complainants prior to approaching respondent number 2, had conducted extensive and independent enquiries regarding the project and it was only after the complainants were fully satisfied with regard to all aspects of the project, including but not limited to the capacity of respondent number 2 to undertake development of the same, that the complainants took an independent and informed decision to purchase the unit, un-influenced in any manner by respondent.
- v. That thereafter the complainants vide application form applied to respondent number 2 for provisional allotment of a unit in the

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project. The complainants, in pursuance of the aforesaid application, were allotted an independent unit bearing no GGN-26-0102, located on the First Floor, in the project vide provisional allotment letter dated 14.02.2019. The complainants consciously and willfully opted for a time bound payment plan for remittance of the sale consideration for the unit in question and further represented to respondent number 2 that they shall remit every installment on time as per the payment schedule. The complainants further undertook to be bound by the terms and conditions of the application form.

- vi. That it is submitted that the complainants, at the time of booking the unit in question, had delivered two cheques bearing no. 000002 and 000003 amounting to Rs. 6,10,000/- and Rs. 1,00,000/- towards the booking amount to respondent number 2. At the time of delivery of the aforesaid cheques, it was represented by the complainants that the aforesaid cheques would be duly honored upon presentation. Respondent number 2, accordingly, proceeded to deposit the aforesaid cheques with its banker. However, the said cheques were returned unpaid by the banker of the complainants. Respondent number 2 promptly conveyed this fact to the complainants and requested them to remit the booking amount to it without any delay.
- vii. That the complainants thereafter proceeded to remit an amount of Rs. 1,00,000/- through NEFT to respondent number 2 and further represented to respondent number 2 that they would remit the balance of the booking amount in a short period of time.

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Respondent number 2, even though under no obligation to do so, acceded to the request of the complainants and requested them to remit the balance amount expeditiously.

- viii. That however the complainants sought to take undue advantage of the aforesaid gesture of goodwill. Respondent number 2 was compelled to issue various demand letters, reminders etc. calling upon the complainants to make payment of outstanding amounts payable by them under the payment plan/instalment plan opted by them. Payment request letters, reminders etc. had been got sent to the complainants by respondent number 2 clearly mentioning the amount that was outstanding and the due date for remittance of the respective amounts as per the schedule of payments. Respondent number 2 had expressly requested the complainants to timely discharge their outstanding financial liability, but the complainants ignored the legitimate requests of respondent number 2. That since the complainants were not forthcoming with the payments due and payable by them, respondent number 2 was constrained to issue a cancellation letter dated 08.05.2019 to the complainants. The complainants were categorically informed that the application form executed by them in respect of the unit in question had been terminated. The complainants were further informed that the earnest money deposited by them with respondent number 2 has been forfeited. The complainants did not raise any objection in any manner at the relevant time and duly accepted the termination of the application form as well as the allotment of the unit in question.

The complainants are left with no right, title, lien or entitlement in respect of the unit in question or against respondent number 2 after 08.05.2019. The instant complaint is a gross misuse of process of law.

- ix. That it is pertinent to mention that an application form was executed between the complainants and respondent number 2, copy of which is annexure R1. It is submitted that as per clause 16 of the application form it was unambiguously informed to the complainants that respondent number 2 had obtained occupation certificate vide memo bearing no. ZP-835/AD(RA)/2018/16816 dated 16.07.2019 in respect of the tower in which the unit in question is located. It was expressly agreed between the parties that the offer of possession in respect of the unit in question would be advanced by respondent number 2 in accordance with the schedule of payment agreed upon by the complainants. The complainants had unequivocally agreed that the offer of possession shall be made only after remittance of the total sale consideration and any other unpaid amounts as provided in the schedule of payment and as otherwise applicable including but not limited to entire stamp duty, registration charges and other incidental charges. It is submitted that the complainants have failed to remit the outstanding amounts due and payable by them to respondent number 2. Therefore, no fault or lapse can be attributed to respondent number 2 in the facts and circumstances of the case.

- x. That it is pertinent to take into reckoning that the right/entitlement of the complainants to seek refund of any amounts deposited by them with respondent number 2, would have accrued only on the failure of respondent number 2 to offer of possession in accordance with the terms and conditions incorporated in the application form. The same is the position under the Real Estate (Regulation and Development) Act, 2016. Therefore, no cause of action to institute and prosecute the instant complaint against respondent number 2 can be construed to have arisen in favour of the complainants. The instant complaint is liable to be dismissed at the threshold.
- xi. That the construction of the project/unit in question had been completed by respondent number 2 prior to purchase of the unit in question by the complainants. The complainants have always been conscious and aware of this fact. Furthermore, the project of the respondent had been registered under RERA Act, 2016 and HRERA Rules, 2017. It is pertinent to mention that the respondent had applied for extension of the registration and the validity of registration certificate was extended till 31st of December 2019. However, since the respondent has obtained the occupation certificate in respect of the units comprised in the relevant part of the project, the registration of the same has not been extended thereafter.
- xii. That the complainants have willfully and consciously refrained from remitting the amounts due and payable by them to respondent number 2. The complainants have failed to adhere to

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the terms and conditions of the application form. The complainants vide the instant false and frivolous complaint are seeking to obtain wrongful gain and to cause wrongful loss to respondent number 2. The complainants are fully aware that in the event of cancellation of allotment of the unit in question, respondent number 2 shall be entitled to forfeit the earnest money deposited by the complainants. Therefore, the relief sought in the false and frivolous complaint cannot be legally and validly granted to the complainants in the facts and circumstances of the case.

- xiii. That it is submitted that timely remittance of payment of installments is an essential, crucial and indispensable requirement for conceptualization and development of the project in question. Furthermore, when the proposed allottees default in their payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the developer. Respondent number 2, despite default of several allottees, has diligently and earnestly pursued the development of the project in question and has constructed the project in question as expeditiously as possible. Therefore, there is no default or lapse on the part of respondent number 2. It is evident from the entire sequence of events that no illegality can be attributed to respondent no. 2. There is no equity in favor of the complainants. Thus, it is most





respectfully submitted that the present complaint deserves to be dismissed at the very threshold.

E. Jurisdiction of the authority

6. 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

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana 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

8. Section 11(4)(a) of the Act 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*

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may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

9. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
10. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** 2021-2022(1) RCR(Civil), 357 and reiterated in case of ***M/s Sana Realtors Pvt. Ltd. and other Vs. Union of India and other SLP(Civil) No. 13005 of 2020*** decided on 12.05.2022 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest

thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

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

F. Findings on the relief sought by the complainants/allottees.

F. I Direct the respondents to refund the booking amount charged with respect to the sale of the property situated at Gurgaon Greens amounting to Rs.1,00,000/- only.

12. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by it in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

13. As per the terms of the application form and the relevant clauses of the application form are reproduced under for ready reference:

"Earnest Money" shall mean 10% of the Total Consideration to be paid by the Applicant as per the Payment Plan for due fulfillment of the terms and conditions of the Application/Buyer's Agreement.

- (14) *The Applicant understands that the Company shall treat 10% (Ten percent) of the Total Consideration to be paid/Paid by the Applicants as per the Payment Plan as Earnest Money to ensure due fulfillment by the Applicant of the Terms and Conditions as herein and as may be contained in the Buyer's Agreement. In case of cancellation of allotment for any reason(s) whatsoever, for no fault of the Company, or in the event of failure of the Applicant (successful allottee) to sign and return the Buyer's Agreement in its original form to the Company within thirty (30) days from the date of its dispatch by the Company, the Company shall be entitled to cancel the booking and forfeit the entire Earnest Money along with Delay Payment Charges and other Charges as agreed in the Special Terms, if any and thereafter refund the balance amount, if any, to the Applicant (successful allottee) within the time stipulated under the Haryana Real Estate (Regulation and Development) Rules, 2017. The Applicant (successful allottee) agrees that the conditions for forfeiture as stated hereinabove shall remain valid and effective till the execution and registration of the conveyance deed and that the Applicant (successful allottee) hereby authorizes the Company to effect such cancellation and forfeiture after providing a notice of 30 days prior to such cancellation.*

14. The OC for the project of the allotted unit was granted on 16.07.2019. It is evident from the above mentioned facts that the complainants paid a sum of Rs.1,00,000/- against basic sale consideration of Rs.92,08,710/- of the unit allotted to them 14.02.2019. The respondent had issued various reminder letters dated 14.02.2019, 15.02.2019 and 06.03.2019, thereafter, issued cancellation letter i.e., 08.05.2019 to the complainants. The complainants have failed to adhere to the terms and conditions of the application form. The respondent cancelled the unit of the complainant with adequate notices. Thus, the cancellation of unit is valid.
15. 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."

16. Keeping in view the aforesaid factual and legal provisions, the respondent cannot retain the amount paid by the complainants against

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the allotted unit and is directed to cancel the same in view of clause 14 of the booking application form for allotment by forfeiting the earnest money which shall not exceed the 10% of the basic sale consideration of the said unit as per payment schedule. Since in the present matter the complainants have paid only Rs.1,00,000/- against the total sale consideration of Rs.92,08,710/- which constitutes about only 1% of consideration money and hence, no case for refund of any amount is made out.

17. Complaint stands disposed of.

18. File be consigned to registry.


(Sanjeev Kumar Arora)
Member


(Ashok Sangwan)
Member


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.09.2022