



HARERA
GURUGRAM

Complaint No. 1001 of 2022

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

Complaint no. :	1001 of 2022
Date of filing complaint:	22.03.2022
Date of decision :	16.08.2023

Samrat Dhawan R/o: WZ 69, Meenakshi Garden, New Delhi.	Complainant
Versus	
M/s BPTP Limited Regd. address: OT-14, 3 rd Floor, Next Door Parklands, Sector-76, Faridabad, Haryana	Respondent

CORAM:	
Shri Ashok Sangwan	Member
APPEARANCE:	
Sh. Alankrit Bhatnagar (Advocate)	Complainant
Sh. Harshi Batra (Advocate)	Respondent

ORDER

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

A. Unit and project 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 and delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	'Astaire Gardens', Sector 70A, Gurugram, Haryana.
2.	Unit no.	C-33-FF (on page no. 81 of the reply)
3.	Unit admeasuring	1390 sq. ft. (on page no. 81 of the reply)
4.	Date of sanction of building plan	03.05.2013 (vide documents submitted by the respondent to BPTP Committee)
5.	Date of execution of floor buyer's agreement	30.07.2012 (on page no. 75 of the reply)
6.	Possession clause	"Clause 5.1- Subject to Force Majeure, as defined in Clause 14 and further subject to the Purchaser(s) having complied with all its obligations under the terms and conditions of this Agreement and the Purchaser(s) not being in default under any part of this Agreement including but not limited to the timely payment of each and every installment of the total sale consideration including DC, Stamp duty and



		<p>other charges and also subject to the Purchaser(s) having complied with all formalities or documentation as prescribed by the Seller/Confirming Party, the Seller/Confirming Party proposes to hand over the physical possession of the said unit to the Purchaser(s) within a period of 36 months from the date of sanctioning of the building plan or execution of Floor Buyers Agreement, whichever is later ("Commitment Period"). The Purchaser(s) further agrees and understands that the Seller/Confirming Party shall additionally be entitled to a period of 180 days ("Grace Period") after the expiry of the said Commitment Period to allow for filing and pursuing the Occupancy Certificate etc. from DTCP under the Act in respect of the entire colony. (emphasis supplied)</p>
7.	Due date of delivery of possession	03.05.2016 (Calculated from the date of sanction of building plan being later)
8.	Total sale consideration	Rs. 1,19,44,825/- (On page no. 130 of reply)
9.	Total amount paid by the complainant	Rs. 76,71,478/- (On page no. 130 of reply)
12.	Occupation certificate	Not on record

A



13.	Offer of possession	18.02.2022
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B. Facts of the complaint:

3. That the complainant booked a unit in the project vide application dated 16.01.2012 by paying a booking amount of Rs. 20,47,785/-. Subsequently vide allotment letter dated 08.02.2012, the respondent issued an allotment letter in favour of the complainant vide which unit bearing no. C-55-FF admeasuring 1390 sq.ft. (herein also referred to as "Unit") was allotted in favour of the complainant.
4. Thereafter a significant delay of 7 (seven) months from the date of booking, the respondent executed a builder buyer agreement with the complainant on 30.07.2012 (herein also referred to as "agreement"). It is pertinent to mention that the agreement executed by the respondent was filled with arbitrary, one-sided and unreasonable terms and conditions which were absolutely in favour of the respondent, but the complainant could not have negotiated on the terms and conditions as in case the agreement is not signed by the complainant then the developer was entitled to deduct the earnest money i.e. 25% of the total consideration. Further it was specifically mentioned in clause 5 of the agreement that the possession of the unit shall be offered within a period of 36 (thirty-six) months from the date of receipt of building plan or the date of agreement whichever it later.
5. It is pertinent to mention that the total consideration of the unit is Rs. 88,06,9987- out of which the complainant has paid an amount of Rs.

74,80,326/- by August 2017. The complainant with the hope of getting timely possession of her unit, diligently complied with the payment plan and made payments against all the demands raised by the respondent well within time.

6. That the complainant regularly followed up through various meetings and telephonic conversations with representatives of the respondent about the progress of the construction work of the project however, all requests fell on deaf ears and the complainant received no response from the respondent. The complainant patiently waited to take possession of the property despite inordinate delay on the part of the respondent to complete the project.
7. The complainant complied with each payment demand as was raised by the respondent. The complainant sought regular updates from the respondent through meetings and telephonic conversations, with respect to the progress of construction work of the project and were assured that the same was progressing as per schedule and that possession of the unit would be offered soon. The complainant had opted for construction linked payment plan option under which he has paid Rs. 74,80,326/- August 2017, however, the respondent failed to offer possession of the unit to the complainant within the time promised i.e., by 03.05.2016. The complainant relentlessly chased the respondent seeking a tentative date by when possession of the unit would be offered but the same was of no avail. It is submitted that the construction of the project has still not been completed by the respondent and the possession of the unit has not been

offered to the complainant despite an inordinate delay of more than 10 years from the date of booking.

8. That the complainant is bona fide buyer and have made the booking on the representations and assurances given by the respondent of providing timely possession of the Unit. That the possession of the unit was promised to be offered by 03.05.2016 but despite an inordinate delay of almost 6 (six) years from the promised date of possession, the respondent has utterly failed to complete the project in all respects and offer the unit for possession.
9. It is submitted that in addition to grave financial losses, the complainant also had to waste valuable time in visiting the office of the respondent and making other representations to the respondent, which have clearly been of no avail. While at the time of selling the unit, the respondent gave a flowery picture of the project, the complainants have only received false promises and now feel cheated by the respondent. It is submitted that for the past 10 years, the complainant has been running from pillar to post, seeking accountability of his money and dream home. It is submitted that the complainant has suffered grave financial losses, mental pressure, harassment and agony at the hands of the respondent and seek compensation with interest, penalties and damages. It is respectfully submitted that innocent consumers cannot be left at the behest of unscrupulous organizations such as the respondent.
10. It is submitted that the picture that emerges from the aforementioned facts and circumstances clearly demonstrates the callous and negligent



conduct of the respondent adopted towards the complainant. That the cause of action for filing the present complaint arose on various dates as specifically mentioned hereinabove and since the possession has not been offered till date the cause of action is still continuing in favour of the Complainant and against the Respondent as on date of filing this Complaint, i.e.2022. Hence, the present complaint is within time. That the complainant has paid a substantial amount of Rs. 74,80,326/- and the possession is not being offered till date, therefore, the complainants seek refund of the amount paid by them along with prescribed interest.

C. Relief sought by the complainants:

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

- i. Direct the respondents to refund the entire amount along with the interest from the very first date of initial payment
- ii. Direct the respondents to pay litigation cost of Rs. 1,00,000/-.

D. Reply by respondent:

The respondent by way of written reply made following submissions: -

12. At the outset present complaint in hand is liable to be dismissed in limine solely on the ground that the complainant has indulged himself in "Forum Shopping" which apart from being contrary to the general principle of law is also an unscrupulous act. Initially, in February 2016, the allottees of the project "Astaire Gardens" including the complainant herein (being Complainant no. 41) taking rope of lead under the veil of owners association filed a complaint bearing no. 406 of 2016 titled as "Astaire Garden Owners Association & 72 Ors. Vs. BPTP Ltd." before the Hon'ble

National Consumer Dispute Redressal Commission ("NCRDC"), inter alia, praying therein for the possession of the unit. However, to utter dismay of the respondent the complainant in gross abuse of process of law and to enrich himself at the cost of the respondent with malafide intention, despite being aware of the fact that the complaint bearing no. 406 of 2022 wherein the complainant is also a necessary and proper party (i.e. complainant no. 41) is pending adjudication before the Hon'ble NCDRC, merely by amending the prayer approached this Hon'ble Authority on 07.03.2022, inter alia, seeking refund along with interest. It is worthwhile mentioning herein that the matter titled as "Astaire Garden Owners Association & 72 Ors. Vs. BPTP Ltd." bearing complaint no. 406 of 2016 is coming for final hearing before the Hon'ble NCDRC on 14.09.2022.

13. That the construction of the unit of the complainant i.e., C-33-FF has been completed by the respondent in terms of the FBA. Subsequently, an application for the grant of occupation certificate ("OC") has been applied by the respondent to the Department of Town and Country Planning ("DTCP"), Haryana, on 22.01.2021. The respondent in terms of the FBA has issued the offer of possession to the complainant on 18.02.2022. However, it is the complainant himself who failed to clear the demand for offer of possession and to take the physical possession of the unit.
14. It is submitted that the complainant approached this hon'ble authority for redressal of their alleged grievances with unclean hands, i.e. by not disclosing material facts pertaining to the case at hand and also, by distorting and/or misrepresenting the actual factual situation with

regard to several aspects. It is further submitted that the Hon'ble Apex Court in plethora of cases has laid down strictly, that a party approaching the Court for any relief, must come with clean hands, without concealment and/or misrepresentation of material facts, as the same tantamount to fraud not only against the respondent but also against the adjudicating authority and hence the complaint is liable to be dismissed in limine.

- a) That the complainant deliberately concealed from this hon'ble authority that the complainant being the part of the owner association at "Astaire Garden" has filed a complaint bearing no. 406 of 2016 titled as "Astaire Garden Owners Association & 72 Ors. Vs. BPTP Ltd." before the Hon'ble National Consumer Dispute Resolution Commission ("NCRDC"), inter alia, praying therein for the possession of the unit and the same is pending adjudication and next listed before the Hon'ble NCDRC on 14.09.2022 for final arguments.
- b) That the complainant has further deliberately concealed from this Hon'ble Authority that the complainant on numerous occasions has failed to remit timely payments qua the lawful demands raised by the respondent constrained by which the respondent on every such occasions constrained to issue reminder notice(s) such as 03.07.2012, 05.11.2012, 06.12.2012, 08.01.2013, 12.04.2022, 19.05.2022, and 23.06.2022 respectively.
- c) That the complainant has furthermore concealed from this hon'ble authority that the respondent, on 22.01.2021, had applied for the



grant of the occupation certificate. Moreover, it has been misrepresented before this Hon'ble Authority that the possession of the unit has not been offered to the complainant. It is submitted that the possession of the unit in question has already been offered to the complainant on 18.02.2022. However, it is the complainant who has defaulted in remitting/ clearing the outstanding qua the demand for offer of possession and to take the physical handover of the possession.

From the above, it is very well established, that the complainant has approached this Hon'ble Authority with unclean hands by distorting / concealing / misrepresenting the relevant facts pertaining to the case at hand. It is further submitted that the sole intention of the complainant is to unjustly enrich themselves at the expense of the respondent by filing this frivolous complaint which is nothing but gross abuse of the due process of law. It is further submitted that in light of the law laid down by the hon'ble apex court, the present complaint warrants dismissal without any further adjudication.

15. The respondent was confident to handover possession of the unit in question as per the terms of the agreement. However, it be noted that due to the sudden outbreak of the coronavirus (COVID 19), from past more than 2 years all the activities across the country including the constructions of the projects came to a halt. Initially, the Government of India announced the countrywide lockdown from 24.03.2020 till the further orders. Which was subsequently extended to 31.05.2020.

Whereafter, the Government of India partially lifted the said lockdown subject to stringent conditions. This countrywide lockdown led to severe migrant problems whereby all the labour from Delhi, Mumbai and other metropolitans left for their hometown due to which not only the respondent but all the developers across the country witnessed the acute shortage of labour which in turn took considerable time to settle. Whereafter, despite the stringent conditions imposed by the government of India the respondent endeavoured its best to complete the project, however, to utter dismay of the respondent, in 2021, our country yet again encountered the second wave of the covid-19, wherein, the respective State Government(s) including the Government of Delhi and the Government of Haryana considering the surge in the covid-19 cases imposed the state wise lockdown which again affected the construction of the project in question as well as of the unit of the complainant.

16. All other averments made in the complaints were denied in toto.

17. Copies of all the relevant documents have been filed and placed on 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:

18. 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



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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(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 promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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 complainants at a later stage.

19. 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.*" SCC Online SC 1044 decided on 11.11.2021 and followed in *M/s Sana Realtors Private Limited & others V/s 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."

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

F. Findings on the objections raised by the respondent:

F.1 Objection regarding force majeure conditions:

20. The respondent-promoter has raised the contention that the construction of the project was delayed due to reasons beyond the control of the respondent such as COVID-19 outbreak, lockdown due to outbreak of such pandemic and shortage of labour on this account. The

authority put reliance judgment of Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020* dated 29.05.2020 which has observed that-

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."

21. In the present complaint also, the respondent was liable to complete the construction of the project in question and handover the possession of the said unit by 03.06.2016. The respondent is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason the said time period is not excluded while calculating the delay in handing over possession

G. Entitlement of the complainant for refund:

G. I Direct the respondents to pay interest on the entire amount paid by the complainant at the prescribed rate.

22. The respondent took a plea that the complainant being the part of the owner association at "Astaire Garden" has filed a complaint bearing no. 406 of 2016 titled as "Astaire Garden Owners Association & 72 Ors. Vs. BPTP Ltd." before the Hon'ble National Consumer Dispute Resolution Commission ("NCRDC"), inter alia, praying therein for the possession of the unit and the same is pending adjudication and next listed before the

Hon'ble NCDRC on 14.09.2022 for final arguments. On 03.05.2023, the counsel for the complainant states at bar that the complaint was withdrawn on the basis of representation of facts.

23. The section 18(1) is applicable only in the eventuality where the promoter fails to complete or unable to give possession of the unit in accordance with terms of agreement for sale or duly completed by the date specified therein. This is an eventuality where the promoter has offered possession of the unit and on demand of due payment at the time of offer of possession, the allottee wishes to withdraw from the project and demand return of the amount received by the promoter in respect of the unit with interest at the prescribed rate.
24. The due date of possession as per agreement for sale as mentioned in the table above is 03.05.2016 and there is delay of more than 5 years on the date of filing of the complaint. The allottee in this case has filed this application/complaint on 22.03.2022 after possession of the unit was offered to him. It is pertinent to mention here that the allottee never earlier opted/wished to withdraw from the project even after the due date of possession and only when offer of possession was made and demand for due payment was raised, then only, he filed a complaint before the authority.
25. The right under section 18(1)/19(4) accrues to the allottees on failure of the promoter to complete or unable to give possession of the unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. If allottees have not exercised the right to

withdraw from the project after the due date of possession is over till the offer of possession was made to them, it impliedly means that the allottees tacitly wished to continue with the project. The promoter has already invested in the project to complete it and offered possession of the allotted unit. Although, for delay in handing over the unit by due date in accordance with the terms of the agreement for sale, the consequences provided in proviso to section 18(1) will come in force as the promoter has to pay interest at the prescribed rate of every month of delay till the handing over of possession and allottee's interest for the money they have paid to the promoter is protected accordingly and the same was upheld by in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)*** 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; that

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

26. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottees as per agreement for sale. This judgement of the Supreme Court of India recognized unqualified right of the allottees and liability of the promoter in case of failure to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. But the complainant-allottee failed to exercise his right although it is unqualified one. The complainant has to demand and make his intentions clear that he wishes to withdraw from the project. Rather tacitly wished to continue with the project and thus made himself entitled to receive interest for every month of delay till handing over of possession. It is observed by the authority that the allottee invest in the project for obtaining the allotted unit and on delay in completion of the project never wished to withdraw from the project and when unit is ready for possession, such withdrawal on considerations other than delay such as reduction in the market value of the property and investment purely on speculative basis will not be in the spirit of the section 18 which protects the right of the allottees in case of failure of promoter to give possession by due date either by way of refund if opted by the allottees or by way of delay possession charges at prescribed rate of interest for every month of delay.
27. The authority has observed that the complainant wants to surrender the unit and want refund of the paid-up amount. Keeping in view the

aforesaid circumstances, that the respondent builder has already offered the possession of the allotted unit and judgment of ***Ireo Grace Realtech Pvt. Ltd. v/s Abhishek Khanna and Ors. Civil appeal no. 5785 of 2019 decided on 11.01.202***, it is concluded that if allottees still want to withdraw from the project, the paid-up amount shall be refunded after deduction as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, which provides as under-

"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"

28. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.76,71,478/- after deducting 10% of the sale consideration of Rs.1,19,44,825/- being earnest money along with an interest @ 10.75% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of this complaint i.e., 22.03.2022 requesting for refund of the

amount till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G.IV Direct the respondents to pay litigation cost.

29. The complainants are seeking relief w.r.t. compensation in the above-mentioned reliefs. 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.*, has held that an allottees 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, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

H. Directions of the Authority:

30. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- The respondent is directed to refund to the complainants the paid-up amount of Rs.76,71,478 /-after deducting 10% of the sale



HARERA
GURUGRAM

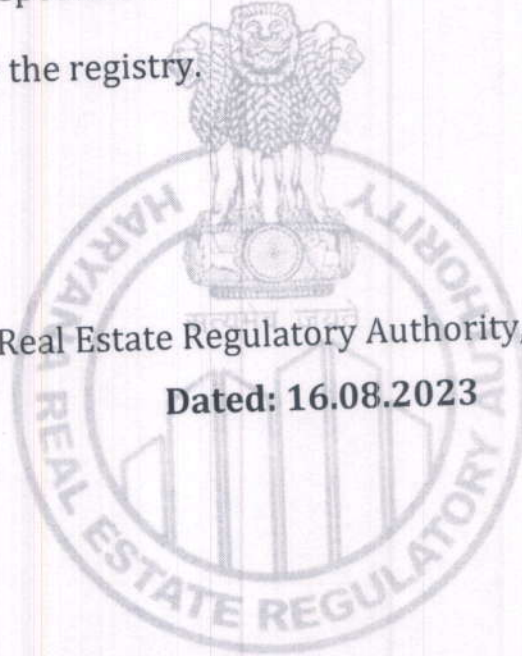
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consideration of Rs.1,19,44,825/- as earnest money with interest at the prescribed rate i.e., 10.75%, from the date of filing of this complaint i.e., 22.03.2022 till the date of realization of payment

- 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.

31. Complaint stands disposed of.

32. File be consigned to the registry.



(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.08.2023

HARERA
GURUGRAM