

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

**Complaint no. :** 5088 of 2021  
**Complaint filed on:** 17.01.2022  
**Date of decision:** 29.09.2023

Taranjot K Gadhok  
R/o: A-24, Tagore Garden, New Delhi- 110027

**Complainant**

Versus

M/s TS Realtech Private Limited.  
**Registered Office at:** - E-26, LGF, Panchsheel Park,  
New Delhi - 110017  
**Corporate Office at:** - IRIS Tech Park, 808, Tower-A,  
Sector- 48, Sohna Road, Gurugram - 122018

**Respondent**

**CORAM:**

Shri Sanjeev Kumar Arora

**Member**

**APPEARANCE WHEN AGRUED:**

Ms. Surbhi Bhardwaj (Advocate)  
Mr. Rajesh Kumar (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee in 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 to the allottee as per the agreement for sale executed inter se them.

**A. Project and unit related details**



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

S.No.	Heads	Information
1.	Project name and location	"Iris Broadway", Sector- 85-86, Gurugram, Haryana
2.	Project area	2.8 acres
3.	Nature of the project	Commercial Colony
4.	DTCP License	40 of 2012 dated 22.04.2012 Valid up to- 21.04.2025
5.	Name of the licensee	TS Realtech Pvt. Ltd.
6.	RERA Registered/ not registered	Registered vide no. 168 of 2017 dated 29.08.2017
7.	Unit no.	508, 5 <sup>th</sup> floor, tower/block A [pg. 45 of the complaint]
8.	Unit measuring	804 sq. ft. [pg. 44 of the complaint]
9.	Date of execution of space buyer agreement	22.01.2014 (pg. 41 of the complaint)
10.	Possession clause	<b>11.1 Possession</b> <i>If for any reasons other than those given in clause 11.1, the company is unable to or fails to deliver possession of the said unit to the allottees <b>within forty two months from the date of application or within extended period or periods under this agreement</b>, then in such case, the allottees shall be entitled to give notice to the company, within ninety days</i>



		<i>from the expiry of said period of forty two months or such extended periods, as the case may be, for terminating this agreement.</i> <i>(Page no. 50 of the complaint)</i>
11.	Due date of possession	22.10.2017 (Calculated from the date of execution of space buyer's agreement i.e., 22.01.2014 plus 90 days grace period)
12.	Total sale consideration	Rs.63,09,748/- [As per SOA dated 11.05.2020 at page no. 87 of the reply]
13.	Total amount paid by the complainant	Rs. 56,38,445/- [As per SOA dated 11.05.2020 at page no. 87 of the reply]
14.	Occupation Certificate	29.03.2019 [pg. 69 of the complaint]
15.	Offer of possession	19.04.2019 [pg. 71 of complaint]
16.	Email demanding refund	12.06.2019 [pg. 78 of complaint]

**B. Facts of the complaint**

3. The complainant has made following submissions in the complaint:

- a. That the complainant is a retired government servant having permanent address at AE-24, Tagore Garden, New Delhi-110017 and presently residing at 6687, 130-A Street, Surrey, British Columbia, VE3 WJ2, Canada. That the complainant is a law-abiding citizen having deep roots in society. The complainant having complete faith in the judicial system is invoking the jurisdiction of this Hon'ble Authority for the redressal of her grievances.



- b. That the complainant after seeing advertisements of the respondent/builder herein, soliciting sale of their services apartments to be located at village Badha, Sector 85-86, Gurugram-Manesar Urban Complex, Gurugram, Haryana, forming part of a commercial complex with a shopping plaza, cineplex, a four-star hotel and attached serviced apartments namely "Iris Broadway SOHO Suites" under the project IRIS Broadway (hereinafter referred to as "the said project"), came into contact with the executives of the respondent, who embarked upon the complainant with their sales team with various promises of timely completion of project and swift delivery of possession on time. The said project is registered with HRERA vide registration no. 168 of 2017 dated 29.08.2017.
- c. That the complainant, trusting and believing completely in the words, assurances and towering claims made by the respondent, fell into their trap and agreed to book a unit in the said project. That the complainant signed and executed a space buyer's agreement dated 22.01.2014 with the respondent builder for purchase of SOHO unit 508, 5th floor, block-A of IRIS Broadway, having approx. super area of 804 sq. ft., at a basic sale price of ₹ 6,644.50/- per sq. ft.
- d. Upon execution of the space buyer's agreement dated 22.01.2014, the complainant paid a sum of ₹ 16,62,080/- as earnest money deposit, being 10% of the basic sale price. That the cost of the unit booked by the complainant is ₹ 62,30,000/- and the complainant



had paid the total amount of ₹ 58,70,000/- till 02.04.2016, i.e., approximately 93% of the total purchase consideration.

- e. That as per clause 11.1 of the space buyer's agreement dated 22.01.2014, the said unit was to be delivered within 42 months from the date of the application, i.e., by 21.07.2017. However, the same is not completed till date. That it is imperative to point out here that the respondent builder had falsely represented to the complainant that the IRIS Broadway SOHO suites are being developed along with an adjoining 4-star hotel and the said serviced apartments shall comprise of fully furnished business suites exclusively designed to meet home-cum-office needs. Furthermore, it was also represented by the respondent that the said unit shall provide a perfect work centre with benefits of amenities like the lounge, terrace pool, food court, 24x7 exclusive services and lobby and concierge service.
- f. However, during the utter shock and dismay of the complainant, it was later found that the respondent had during mid-way of the completion of the project, dropped the plans of developing the four-star hotel, thereby rendering the concept of serviced apartments a nullity or wholly unsustainable, hence the same was refused by the complainant. That there had been considerable delay in completion of the project by the respondent builder. The partial occupancy certificate was issued by the Director, Town and Country Planning Department, Haryana on 29.03.2019.
- g. That since the respondent builder had made false representations to the complainant regarding the project to include a four-star hotel



project and that the said unit allotted to the complainant, shall be maintained by the four-star hotel. However, mid-way during the project the developer dropped the development of the said four-star hotel and the delivery of the unit without there being service element attached to it, is a gross violation of the representations made by the respondent builder. Thus, the respondent has committed an act of cheating thereby fraudulently and dishonestly inducing the complainant to part with her earned income, whereby the respondent from the inception had no intention to act upon or deliver upon their promises.

- a. That the complainant and her husband, Sh. Satwant Singh Gadhok had from time to time brought to the attention of the respondent that the said project has been delayed considerably and the respondent is not adhering to the strict timelines as per their space buyer's agreement. It was also brought to the notice of the respondent that the complainant has made payments to the tune of 93% of the entire consideration amount, in spite of the ground reality on the site not commensuration with the payments made by the complainant.

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

4. The complainant has filed the present compliant for seeking following relief:
  - a. Direct the respondent to refund the paid-up amount along with the interest for every month of delay.
  - b. Litigation cost of ₹ 50,000/-.

**D. Reply by the respondent.**



5. The respondent has raised certain preliminary objections and has contested the present complaint on the following grounds:
- a. That the promoters of the respondent company are one of the most reputed and sought-after builders in the vicinity of the NCR region and other growing areas like Jaipur, Bangalore and has been primarily dealing in affordable commercial and residential projects in the said region by their various sister concern. The respondent has made several commercial and home projects in the NCR region and has been roaring in this region since 1960. The respondent company incorporated in the year 2007 and has been delivering exceptional service in the field of real estate business in the said region. That the group has a passionate commitment to translating its philosophy of improving the quality of life in and around the catchment area of its development. That the present complaint has been filed by the complainant to put illegitimate pressure upon the respondent to terminate the agreement to sell and return the investment of the complainant after causing deliberate default by not making payment in terms of the agreement between the parties despite several reminders and communications made by the respondent herein to the complainant. That the complainant didn't come before this Hon'ble Tribunal with a clean hand as material information with respect to the offer of possession and payment of dues, is not divulged in the present complaint and the same has been concealed with the ulterior motive to commit fraud upon this Hon'ble Tribunal.



- b. That present reply to the complaint is filed by Mr. Goutam Patra who is authorized by the respondent company *vide* board resolution dated 08<sup>th</sup> July 2021 and is fully conversant with the facts and circumstances of the case on basis of knowledge derived from the available records maintained by the respondents, in the normal course of its business/functioning, and is duly authorized and competent to file the present reply.
- c. That the complaint is liable to be dismissed as it is barred by the principle of delay and laches. The complainant had booked a unit on 01.12.2013 with the respondent. It is also pertinent to mention that the complainant had carried out an inspection of the documents in respect of the said project and was duly informed about the completion date of the said unit and other obligations of the complainant at the time of making the application for booking the said unit. The complainant now at a belated stage in 2022 after the passage of 9 years from the date of the booking application form cannot be allowed to raise flimsy and frivolous objections at a such juncture where the construction of the unit is completed, and this information has been duly conveyed to the complainant much before the filing of the present complaint.
- d. From the perusal of the aforementioned provisions and/or the rules and conjoint reading of the same, it is evident that the "agreement for sale" that has been referred to under the provisions of the 2016 Act and 2017 Haryana Rules, is the "agreement for sale" as prescribed in annexure-A of 2017 Haryana Rules. Apparently, in terms of Section 4(1), a promoter is required to fill an application





to the 'authority' for registration of the real estate project in such form, manner, within such time, and accompanied by such fee as may be prescribed. The term 'prescribed' has been defined under Section 2(z)(i) to mean prescribed by Rules made under the Act. Further, Section 4(2)(g) of the 2016 Act provides that a promoter shall enclose, along with the application referred to in sub-section 1 of Section 4, a Performa of the allotment letter agreement for sale, and conveyance deed proposed to be signed with the allottee. Section 13(1) of 2016 Act inter-alia provides that a promoter shall not accept a sum more than 10% of the cost of the office space, plot, or building as the case may be, as an advance payment or an application fee, from a person, without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force sub-section 2 of Section 13, inter alia provides that the agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify certain particulars as mentioned in the said sub-section. Rule 8 of the 2017 Haryana Rules categorically lays down that the agreement for sale shall be as per annexure-A. Suffice it to mention that annexure-A forms part of the 2017 Haryana Rules and is not being reproduced herein for the sake of brevity, though reliance is being placed upon the same.

- e. That it is an admitted position that no such agreement, as referred to under the provisions of the 2016 Act and 2017 Haryana Rules, has been executed between the respondent company and the complainant. Rather, the agreement that has been referred to, for



the purpose of getting the adjudication of the complaint, though without jurisdiction, is the space buyer's agreement, executed much prior to coming into force of the 2016 Act. The adjudication of the complaint for compensation, as provided under Sections 12, 14, 18, and 19 of the 2016 Act, has to be in reference to the agreement for sale executed in terms of the 2016 Act and Haryana Rules 2017 and no other agreement. This submission of the respondent inter alia finds support from a reading of the provisions of the 2016 Act as well as the 2017 Haryana Rules, including the aforementioned submissions.

- f. That parties entered into the agreement to sale cum space buyer's agreement dated 22.01.2014 wherein the defendant agreed to sell the retail/office space being unit bearing no. 508 having an approximate super area of 804 sq. ft. located on the fifth floor in block A in the building known as IRIS BROADWAY situated in the revenue estate of village Badha, Sector-85-86, Gurgaon Manesar Urban Complex, Gurgaon, Haryana. That in accordance with para 1.1 of the agreement, the basic sale price of said unit was ₹ 6,644.50/- and there were other expenses in the form of statutory obligations and other dues.
- g. That in terms of the understanding between the parties in accordance with the agreement dated 22.01.2014, by the complainant but the complainant miserably failed in doing so. The complainant failed to make the payment as per the schedule attached to the said agreement and said being a commercial project caused heavy loss to the respondent company and also caused



financial dearth to the project ultimately resulting in a delay of the project. Further, in terms of para 8 of the said agreement, the complainant was liable to pay a penalty @ 24% per annum on a monthly compounding basis but the complainant also failed to make said payment with interest.

- h. The respondent company has due diligently completed the project following all the statutory and legal guidelines and adhering to all the deadlines and immediately obtained all the requisite permissions and certificates with respect to the project in the shortest possible time. That pursuant to the completion of the project, the respondent company vide its letter dated 19.04.2019 and pursuant thereto vide its email dated 24.04.2019 has informed the complainant that the project has been completed and raised the demand notice upon the complainant and also called upon the complainant to take over the possession of the unit.
- i. That respondent company vide demand letter dated 11.05.2020 and pursuant thereto email dated 12.05.2020 sent the statement of the account of the complainant and also called upon the complainant to make the payment in accordance with the said statement of account but the same was not paid by the complainant. It is respectfully submitted that there has been a delay in handing over the possession due to the sudden demise of the managing director (promoter) Sh. Jai Kumar Trehan on 30<sup>th</sup> December 2013, the construction work was stopped at that time for a certain period of time. There was another substantive reason for the delay which was beyond the control of the respondent. It is submitted that at

the time of demonetization in the year 2016 i.e., since November 2016, the respondent company has suffered to arrange labor for construction. Therefore, there was a delay in handing over the possession. That the reasons stated herein were beyond the control of the respondent, thus, qualify for the force majeure clause of the agreement.

- j. That the respondent company vide its letter dated 19.04.2019 and email dated 24.04.2019 has already informed the complainant about completion of project and handing over the possession after obtaining occupancy certificate from the competent authority. Since the raising of demand letter dated 12.05.2019, the complainant is making excuses on one pretext or other and seeking excuses to not make the payment of demand amount as per the agreement. The several communications regarding the completion of project have been made to the complainant and several pictures of the project was also shared but the complainant has been making excused on one pretext or other however the project is complete as per the agreement between the parties. Further, as per the demand letter cum statement of account dated 30.11.2022, total due amount of ₹ 16,53,465/- has been due and pending on part of the complainant.
6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

**E. Rejoinder by complainant:**



7. The complainant has submitted additional documents on 20.07.2023 wherein it is stated that:
- a. It is submitted that it is the respondent who has failed to meet the commitments made to the complainant before the signing of the agreement to sell. As per Clause 11.1 of the Space Buyers Agreement dated 22 January 2014, the respondent was obligated to deliver the possession of the unit within 42 months from the date of application. The possession of the unit had to be handed over by 21.07.2017 with complete amenities and facilities as shown in the brochures/ advertisements. Based on the representations made by the respondent through its brochures/ advertisement, the complainant has booked the service apartment. In fact, the partial occupancy certificate was only issued to the respondent on 29.03.2019. The offer based on the same was also invalid as the amenities promised were not offered. Once the respondent has failed to deliver by the date of possession, the complainant has the absolute and unconditional right to seek a refund of the payment, regardless of unforeseen events or stay. It is the respondent who has illegally profited from the money (Rs. 58,70,000/-) paid by the complainant, i.e., approx. 93% of the total sales considered.
  - b. It is a settled principle of law that unless or until the complainant gets possession of the flats, complete in all respects with complete facilities and amenities, he/she has got continuous cause of action. The limitation only starts from the date when the respondent failed to offer possession of the apartment with complete amenities, i.e.,



18<sup>th</sup> April 2019. The present complaint was filed in December 2021 which is within the limitation period.

- c. It is a settled position of law that the Act nowhere provides, nor can be so construed that all previous agreements will be re-written after coming into force of the Act. The provisions of the Act are quasi-retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction is still in the process of completion. For the sake of repetition, it is submitted that based on the execution of the Space Buyer's agreement cum agreement to sale, the respondent has collected approx. 93% of the sale consideration amount before offering possession which is not complete in respect of amenities and facilities advertised at the time of booking of the service apartment.
- d. It is submitted that as per Clause 11.1 of the Space Buyers Agreement cum agreement to sell dated 22 January 2014, the respondent was obligated to deliver the possession of the unit within 42 months from the date of application. The possession of the unit had to be handed over by 21.07.2017 with complete amenities and facilities as shown in the brochures/ advertisements. Based on the representations made by the respondent through its brochures/ advertisement, the complainant has booked the service apartment. In fact, the partial occupancy certificate was only issued to the respondent on 29.03.2019. It is further submitted that the offer of possession was also a sham as the respondent has not offered the possession complete in all respects till date. Thus, it is

- the respondent who has failed to deliver on its promises. As per brochure (Annexure C-1), the respondent has advertised the project as “an eclectic mix of Retail, Entertainment & Hospitality”. The high-end project advertised to the complainant at the time of the booking was to contain: (a) Highstreet Shopping, (b) Soho Suites, (c) Four Star Boutique Hotel, (d) Food Court & Fine Dining, (e) Giant Showrooms & Luxe Brands, (f) Multiplex & Entertainment.
- e. It is pertinent to mention here that the proposed hotel was to be built along with the service apartment, and the said apartments were to be serviced by the hotel. However, at some point, the respondent changed the land-use to build another commercial complex which was started in 2019, which is much later than the stipulated date of handing over possession of the finished service apartments and the first building. It is further submitted that the initial proposal was to build units sized 804 sq. ft. and 1100 sq. ft., and while 804 sq fts units stand unchanged, all 1100 sq. ft. units have been divided into two 550 sq. ft. units. It has also led to a situation that no hotel brand is willing to take up finishing of only service apartments while most of commercial building have been leased/ sold out since 2019.
- f. Vide email dated 12 June 2019, the complainant specifically stated that the agreement to sell was with reference to the service apartment and not a typical residential apartment, and that the complainant has made a booking to avail the service component which had to be coupled with guest services provided by a hospitality chain managing the complex. The same was widely



advertised at the time of booking. It is submitted that the respondent refused to develop the boutique hotel which defeated the purpose of purchasing the service apartment for the complainant.

- g. Even otherwise, it is a settled law that once the respondent has failed to deliver by the date of possession, the complainant has the right to cancel the booking and seek a refund of the payment. It is the respondent who has illegally profited from the money (Rs. 58,70,000/-) paid by the complainant, i.e., approx. 93% of the total sales considered. In the present case, the offer of possession made after a delay of more than one and a half years was incomplete.

**F. Jurisdiction of the authority**

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

**F. I. Territorial jurisdiction**

9. 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.

**F.II. Subject-matter jurisdiction**





10. 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 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.

11. 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.

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

**G.1 Direct the respondent to refund the entire amount paid by the complainant along with interest at such rate as may be prescribed.**

4. The complainant was allotted unit bearing no. 508, on 5<sup>th</sup> floor in tower A vide buyer's agreement dated 22.01.2014 for a total sale consideration of ₹ 63,09,748/- and the complainant has paid a sum of ₹ 56,38,445/-.
5. 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 after obtaining occupation certificate 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.

6. The due date of possession as per space buyer's agreement as mentioned in the table above is 22.10.2017. The respondent submitted that the promoter has applied for grant of occupation certificate on 28.12.2018 and obtained the occupation certificate for the said project on 29.03.2019 and offered the possession of the unit on 19.04.2019. The complainant thereafter mailed for refund of paid-up amount on 12.06.2019 after which the present complaint was filed dated 17.01.2022 for refund of amount paid along with interest before the authority due to delay in handing over the possession.
7. The complainant has pleaded that the possession is delayed, and the respondent made the false representation regarding the project to include four-star hotel and the said serviced unit be maintained by the four-star hotel in its brochure. The plea of the complainant, however, is devoid of merit. At the cost of repetition, it is highlighted that the occupation certificate has already been granted by the concerned authority and the same is according to the building plans. It is thereafter the offer of possession was made to the complainant, request for surrender of unit along with the interest on the amount paid by her. Moreover, it is clearly mentioned in clause (VIII) of the agreement executed inter-se parties on 22.01.2014 that the allottee



acknowledge that the company has provided all the information & clarification as required by it, and it has not relied upon or influenced by any architect's plans, sales plan, sale brochures advertisement etc. Accordingly, on the very face, it is clear that the complainant executed the agreement wherein the facility of four star is no where mentioned and also acted upon the said agreement by paying the money as and when demanded by the respondent and never showed interest for discontinuing the said project except for the email dated 12.06.2019 which is after the offer was made on 19.04.2019 after receiving OC on 29.03.2019.

8. However, the fact that the respondents have not refunded any amount after certain deduction to the complainant even after request for refund of paid-up amount w.r.t. the subject unit; accordingly, the complainant's rights to file a suit for refund remains intact.
9. Keeping in view the regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, as farmed:

**"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."*



10. Keeping in view the aforesaid facts and legal position, the request of the complainant for refund against the said allotted unit is allowed by the authority after forfeiture of the 10% of the earnest money of basic sale price cannot be said to be wrong or illegal in any manner.
11. The respondent is directed to refund the paid-up amount of ₹ 56,38,445/- after deducting the earnest money which shall not exceed the 10% of the basic sale consideration of ₹ 53,42,178/-. The refund should have been made on the date of surrender i.e., 12.06.2019. Accordingly, the interest at the prescribed rate i.e., 10.75% is allowed on the balance amount from the date of surrender till the actual date of refund of the amount within the timelines provided in rule 16 of the rules, 2017.

**H. Directions of the authority**

12. 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):
- a. The respondent is directed to refund the paid-up amount of ₹ 56,38,445/- after deducting the earnest money which shall not exceed the 10% of the basic sale consideration of ₹ 53,42,178/-. The refund should have been made on the date of surrender i.e., 12.06.2019. Accordingly, the interest at the prescribed rate i.e., 10.75% is allowed on the balance amount from the date of



surrender till the actual date of refund of the amount within the timelines provided in rule 16 of the rules, 2017.

- b. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

13. Complaint stands disposed of.

14. File be consigned to registry.

  
(Sanjeev Kumar Arora)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.09.2023