

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM****Date of decision:****24.05.2024**

NAME OF THE BUILDER		Landmark Apartments Private Limited	
PROJECT NAME		Landmark - the residency, Sector - 103, Gurugram	
S. No.	Case No.	Case title	APPEARANCE
1	CR/3621/2021	Dr. Anju Rani and D.C. Pandey V/s Landmark Apartments Private Limited	Shri Jagdeep Kumar (Advocate for complainants) Shri Venkat Rao (Advocate for respondent)
2	CR/4474/2023	Landmark Apartments Private Limited V/s Dr. Anju Rani and D.C. Pandey	Sh. Amarjeet Kumar (Advocate for complainant) Shri Jagdeep Kumar (Advocate for respondent)

**CORAM:**

Shri Sanjeev Kumar Arora

**Member****ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations,



responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Landmark – the residency" being developed by the same respondent/promoter i.e., **Landmark Apartments Private Limited**.
3. The aforesaid complaints were counter filed by the parties against each other on account of violation of the various provisions of the Act.
4. The facts of both the complaints filed by the complainants are similar. Out of the above-mentioned case, the particulars of lead case **CR/3621/2021 Dr. Anju Rani and anr. V/s Landmark Apartments Private Limited** are being taken into consideration for determining the rights of the parties.

**A. Unit and project related details**

5. Both the cases relate to one allotted unit. One among these is filed by the allottee and the other one is filed by the builder, so far deciding both the cases, the facts of first case are being taken. But before that the particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of the project	Landmark – The Residency, sector – 103, Gurugram
2.	Project area	10.868 acres



3.	Nature of the project	Residential
4.	DTCP license no. and validity status	33 of 2011 dated 19.04.2011 valid up to 15.04.2021
5.	Name of licensee	Basic Developers Pvt. Ltd. and others
6.	RERA Registered/ not registered	Not registered
7.	Provisional allotment letter	03.04.2013 (As per page no. 52 of the complaint)
8.	Date of execution of apartment agreement buyer	15.11.2014 (As per page no. 68 of the complaint) (unsigned)
9.	Unit no.	B-62, 6 <sup>TH</sup> floor, Tower-B (As per page no. 74 of the complaint)
10.	Unit area admeasuring	1350 sq. ft. (As per page no. 74 of the complaint)
11.	Possession clause	<b><u>10.1 Possession</u></b> <b><u>The Developer/Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of Four years (48 Months) from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses 11:1, 11.2, 11.3 and Clause 41 or due to failure of Intending Allottee(s) to pay in time the price of the said Apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the Developer/Company from time to time or any failure on the part of the Intending Allottee(s) to abide by all or</u></b>



		<p><u>any of the terms or conditions of this Agreement. The Intending Allottee(s) agrees and undertakes that the company shall be entitled for a period of six months for the purpose of fit outs and a further period of six months on account of grace over and above the period more particularly specified here-in-above.</u></p> <p><b>[emphasis supplied]</b></p>
12.	Due date of possession	After adding grace period, the due date comes to <b>15.11.2019</b> 15.11.2018 (Calculated from the signing of unsigned buyer's agreement)
13.	Basic sale consideration	Rs. 62,53,500/- (As per agreement on page no. 78 of the complaint)
14.	Amount paid by the complainants	Rs. 69,74,374/- (As per SOA on page no. 53 of the reply)
15.	Occupation certificate	25.09.2020 (As per compliance report)
16.	Offer of possession cum final demand letter	<b>12.11.2020</b> <b>(As per page 51 of reply)</b>
17.	Date of surrender	06.09.2021 (Date of filing of complaint)
18.	Reminder letters	04.09.2019, 30.09.2020 etc.
19.	Grace period	<i>The respondent is seeking 12 months of grace period and clause for the same is unconditional.</i>

**B. Facts of the complaint**

3. The complainants have pleaded the complaint on the following facts:
- a. That the complainant no. 1 is a professor by profession and complainant no. 2 is a retired doctor and senior citizen. That the respondent floated project "The Residency" in Sector 103, Gurgaon and allured them into investing their life savings into the project claiming that the Project will be completed within a period of 3 years. That, accordingly, being glorified by the project and the timelines, they applied for provisional allotment of 2 BHK residential unit measuring 1350 sq. ft bearing unit no. B-62 on 6th floor in the project Landmark – The Residency at Sector 103, Gurgaon vide allotment application dated 13.09.2012.
  - b. Accordingly, they made payments of all the installments asked by the respondent. Vide letter dated 03.04.2013, the respondent gave provisional allotment of the aforesaid unit to them. That after more than 2 years, apartment buyer's agreement was sent by respondent to them for signing on 15.11.2014.
  - c. Some of the relevant clauses of the apartment buyer's agreement are as under:
    - *As per Clause 1.5 of agreement, Rs. 100/- per square feet has been charged as Preferential Location Charges(PLC) for Road facing. However, the building is actually surrounded by fields. The builder is charging preferential charges for internal roads.*

- *Builder vide item development charges (under other charges of Clause 1.5 of the agreement) has charged Rs. 380/- per sq ft. (approx.). Normally all developers charge IDC/EDC which are approximately Rs. 350/- per square ft. for payable to Government/Municipalities for providing basic necessities under development of road/sewerage etc. Further vide item 1.10, developer again binds allottee for payment of External Development charges in proportion of super area of apartment to total super area of all the apartments. This is ambiguous clause. In fact, builder tries to evade payment to GMC (Gurgaon Municipal Corporation) besides extorting double payment from allottee under development charges and EDC.*
- *Builder has also charged proportionate amount of Rs. 2,00,000/- from allottee from time to time as proposed for Club Membership charges, which was later adjusted towards other payments because he failed to provide amenities as mentioned in the broucher.*
- *As per Clause 3 of the agreement, Builder acknowledges that allottee has already paid Rs. 50,25,450/- (Rs. Fifty lakhs twenty five thousand four hundred and fifty only) out of total sale price*

*of apartment of Rs. 74,39,000/- (i.e. 67.55%) before builder buyer agreement. This shows that Builder only tried to extort money from allottees and not interested in completion of project.*

- *Builder vide clause 9.1 has specified specifications of material used in construction of apartment as per annexure D. Further under Annexure D it is mentioned as under:*

*"These specifications are tentative and subject to change without any notice at the sole discretion of the company/developer".*

- *It means that the Builder retains full powers of specification and material of their choice without involving allottees.*
- *As per Clause 8, the Builder is entitled to charge 24% interest in case of delayed payment by the allottee. However, in case of delay on part of the Builder to give possession, Builder would refund the amount with an interest of 9% p.a.*

d. That as can be seen from perusal of the aforesaid clauses of agreement, the same are one-sided and entirely favouring the respondent and as such illegal, unfair and discriminatory and cannot be deemed to be binding on them. Thereafter they did not sign the agreement.

e. That assuming without conceding, as per clause 10.1 of the apartment buyer's agreement, the possession had to be given

within 48 months from the date of the agreement thus at maximum, the possession had to be given by 15.11.2019 by the respondent.

- f. Thus, the respondent are in delay in handing over the possession of the apartment and as such they are entitled to refund of the advance amounts paid by them. Moreover, as is evident from the photographs attached in the complaint, the project is far from completion and can hardly be called habitable and as such the respondent completely took them for a ride and made them part with their hard earned money. The Hon'ble Supreme Court and other courts of this country have time and again held that a flat purchaser who invests in a flat does so on the assessment of its potential and the amenities which the builder has committed have direct relation to the quality of life for the families of the purchasers and the potential for appreciation in value of the flat. That total sale consideration of the apartment is Rs 74,39,000/- and the complainants have already paid Rs 69,56,356/-and in the last almost 9 years since the booking of the apartment, the project is far from completion.
- g. That as per Section 18 of the Real Estate (Regulation and Development) Act, 2016, promoter is liable to return the amount received in event the promoter fails to complete or is unable to give possession of the apartment duly completed by the date specified in the agreement and the allottee wishes to withdraw from the project.

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



4. The complainants in compliant no. 3621/2021 have sought following reliefs:
  - a. Refund the entire amount paid by the complainants along with the prescribed rate of interest.
  - b. Compensation & cost of litigation.
5. The complainant in compliant no. 4474/2023 has sought following reliefs:
  - a. Direct the respondent to clear outstanding dues with respect to the total sale consideration along with prescribed rate of interest.
  - b. Direct the respondent to take possession of the unit and execute the conveyance deed.
6. On the date of hearing, the authority explained to the respondents/promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

7. The respondent has contested the complaint on the following grounds:
  - a. That on 13.09.2012; the complainants have booked the said unit admeasuring to 1956 Sq. Ft. for a total sale consideration of Rs. 69,56,356/- in the project titled as '*Landmark the Residency*' at Sector 103; Gurgaon, Haryana, after being satisfied about the specifications and details of the project.
  - b. That after booking the said unit, they time and again failed to make the payments as per the agreement terms due to which the respondent was constrained to issue payment reminders dated 03.11.2012, 15.01.2013 and 12.03.2013 which were duly served to

- them. However, despite receiving the said reminders, they did not bother to make timely payments as per agreed terms.
- c. The respondent issued provisional allotment letter in their favour on 03.04.2013. That due to the default on account of the complainants, the Respondent again issued payment reminders dated 02.07.2013, 23.09.2013, 27.09.2013, 19.11.2013, 12.12.2013, 27.01.2014, 14.04.2014 and 13.05.2014. However, they failed to make the timely payments and made the payment after termination of the stipulated time period.
- d. The respondent again vide demand notice dated 22.05.2014, requested them to pay the due amount within prescribed time period of 15 days, however, they again failed to make the payment within the said prescribed time period.
- e. Furthermore, the respondent vide email dated 16.12.2014 had sent two copies of the builder buyer agreement for the purpose of signing and requested them to submit back the agreement within 30 days to the respondent. However, they never came forward to return the signed copy of the agreements to the respondent. The said agreement was sent to them on 16.12.2014 and therefore, for all purposes the date of agreement shall be considered as 16.12.2014 as the complainants were aware of each and every terms of the agreement as on the said date.
- f. The respondent vide reminder letter dated 03.11.2017 had requested the respondent to pay outstanding dues within 15 days. However, they failed turned to clear the same within stipulated timeline.

- g. That as per clause 11 of the agreement, the construction was to be completed within 60 months along with grace period of 12 months (6+6 months) subject to the delay due to reasons beyond the control of the company as mentioned under clause 11.1, 11.2, 11.3 and Clause 41 or due to failure on account of the allottee to make the time payments of agreed sale consideration as the time was an essence of the agreement as enshrined under clause 8 of the agreement. Therefore, in terms of clause 11 of the agreement, the due date of possession comes out to 15.12.2019. The respondent in due compliance of the terms of the agreement, had duly completed the construction of the project as on 05.10.2018 and merely the fit-out work was left to be completed which were also completed by the respondent by March 2019. That after much pursuance before the DTCP, the respondent had received the occupation certificate for the project on 25.09.2020. It is to note herein that the DTCP took a long time for considering the application and granting the OC. Further, the delay in granting the OC was due to prevailing covid-19 lockdown and its cascading circumstances. It is to note that the present complaint has been filed by the complainants after more than 2 years of the receipt of OC and offer of possession and thus, filing the present complaint is merely an afterthought of the complainants and therefore, the complainants are not entitled to reap the benefit of their own wrongs.
- h. That on 04.09.2019, the respondent sent a reminder to them for clearing the outstanding dues. Upon receiving no response, the respondent again on 30.09.2020 sent a reminder for the dues and

requested them to pay the same to enable the Respondent to handover the possession since the OC has been received, however, the Complainants ignored the said letter and chose not to make the payment. The Respondent further sent a letter dated 12.11.2020 to them asking to remit the outstanding dues and for taking over possession of their respective unit, however, they failed to turn up for taking possession of their unit. The respondent sent a reminder vide letter dated 15.03.2021 whereby they were asked to come forward for taking the possession of their unit. However, the same was of no avail.

- i. That instead of taking the possession of the unit, they have filed the present complaint with *malafide* intention of shying away of their obligations to pay dues along with interest. Further, the present complaint is an afterthought and no ground to allow the present complaint has been mentioned in the complaint.
  - j. It is to mention herein that the respondent has also filed a complaint against the complainants before the Ld. Authority having ***complaint bearing No. 4474 of 2023 titled "Landmark Apartments Pvt. Ltd. Vs. Dr. Anju Rani"*** seeking directions against the complainants to take possession of their respective unit and clear outstanding dues. The contention made under the said counter complaint may be referred while adjudication of the present complaint.
8. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of theses undisputed documents.

**E. Jurisdiction of the authority**

9. 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**

10. 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**

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

**Section 11**

.....

(4) The promoter shall-

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

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

12. 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 complainants at a later stage.

13. 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 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."*

14. Furthermore, the said view has been reiterated by the division bench of Hon'ble Punjab and Haryana High Court in ***Ramprastha Promoter and Developers Pvt. Ltd. Vs Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021.*** The relevant paras of the above said judgment reads as under:

*"23) The supreme court has already decided on the issue pertaining to the competence/power of the authority to direct refund of the amount, interest on the refund amount and/or directing payment of interest for delayed delivery of possession or penalty and interest thereupon*



*being within the jurisdiction of the authority under Section 31 of the 2016 Act. Hence any provision to the contrary under the Rules would be inconsequential. The Supreme Court having ruled on the competence of the Authority and maintainability of the complaint before the Authority under Section 31 of the Act, there is, thus, no occasion to enter into the scope of submission of the complaint under Rule 28 and/or Rule 29 of the Rules of 2017.*

*24) The substantive provision of the Act having been interpreted by the Supreme Court; the Rules have to be in tandem with the substantive Act.*

*25) In light of the pronouncement of the Supreme Court in the matter of M/s Newtech Promoters (supra), the submission of the petitioner to await outcome of the SLP filed against the judgment in CWP No.38144 of 2018, passed by this Court, fails to impress upon us. The counsel representing the parties very fairly concede that the issue in question has already been decided by the Supreme Court. The prayer made in the complaint as extracted in the impugned orders by the Real Estate Regulatory Authority fall within the relief pertaining to refund of the amount; interest on the refund amount or directing payment of interest for delayed delivery of possession. The power of adjudication and determination for the said relief is conferred upon the Regulatory Authority itself and not upon the Adjudicating Officer."*

15. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)**, and the division bench of Hon'ble Punjab and Haryana High Court in "**Ramprastha Promoter and Developers Pvt. Ltd. Vs Union of India and others. (supra)**", the authority has the jurisdiction to entertain a complaint seeking refund of the amount paid by allottee along with interest at the prescribed rate.

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

**F.I. Refund entire amount paid by the complainants along with the interest.**

16. Now, the question arises before the authority is as to whether the allottees are entitled for refund of the amount paid along with interest



or they be directed to take the possession of the allotted unit after clearing the outstanding dues along with interest.

17. In the present matter the promoter has proposed to hand over the possession of the apartment according to clause 10.1 of the BBA within a period of 4 years plus 1 year of grace period from date of execution of agreement. The due date of possession is calculated from the date of execution of agreement i.e., 15.11.2014. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 + 6 months in the possession clause accordingly, the grace period of 6 + 6 months is allowed to the promoter being unqualified. Therefore, the due date of possession comes out to be 15.11.2019.
18. The allottee/complainants filed a complaint before the authority bearing no. CR/3621/2021 on 06.09.2021 and after 2 years, the respondent-builder has also filed a complaint bearing no. CR/4474/2023. Both these complaints were clubbed together in order to avoid conflicting orders. Now, the matter before the authority is as to whether the allottee has right to seek refund or not, when the promoter is unable to give possession of unit in accordance with the terms of agreement for sale. The allottee was allotted unit no. B-62, 6TH floor, Tower-B on 03.04.2013 having an area of 1350 sq. ft. as per clause 10.1 of the BBA, the subject unit was to be handed on or before 15.11.2019. However, the possession was offered to the allottee on 12.11.2020 after receipt of OC from the competent authority on 25.09.2020. Instead of taking possession, the allottee has filed the present complaint before the authority seeking refund u/s 18 (1) of the Act, 2016.





19. Although the respondent-builder has offered the possession of the unit on 12.11.2020 after receiving OC on 25.09.2020 but the complainant-allottee has filed for the refund of amount paid by the them in the year 2021 and the respondent-builder in the year 2023 filed for issuing directions against the complainant-allottees for taking the possession of the unit after clearing the dues. It can be said that though there is a delay of about only one year in handing over the possession but still no one can be forced to purchase a house. This has also been observed by the appellate tribunal in appeal no. 255 of 2019 titled as **Ravinder Pal Singh V/s Emaar MGF Land Ltd. & anr.** wherein it is stated as follows:

*"32. However, nobody can be forced or compelled to purchase the house, but as the appellant himself is at default in making the payment as per the payment schedule and if he still intends to withdraw from the project out of his own which will amount to the breach of the contract on his part, in that eventuality he will be entitled for refund of the amount paid by him after forfeiting 10% of the basic sale consideration, which will be considered to be the reasonable earnest money amount and after deducting the statutory dues already deposited with the government".*

20. 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.*

21. It is evident from the above-mentioned facts that the complainants-allottees had paid a sum of ₹ 69,74,374/- against basic sale consideration of ₹ 62,53,500/- of the unit allotted to him on 03.04.2013.
22. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
23. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., **24.05.2024** is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
24. Thus, keeping in view the aforesaid factual and legal provisions, the respondent-builder cannot retain the amount paid by the complainants-allottees against the allotted unit and is directed to cancel the same in view of cancellation clause of the 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 and shall return the balance amount along with interest at the rate of 10.85% (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, from the date of surrender i.e., 06.09.2021 (date of filing of complaint) till the actual date of refund of the

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

25. The complainants are seeking relief w.r.t. litigation cost in the above-mentioned relief. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.(supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before the Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

26. Separate proceeding to be initiated by the planning department of the Authority for taking an appropriate action against the builder as project is not registered.

**G. Directions of the authority**

27. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

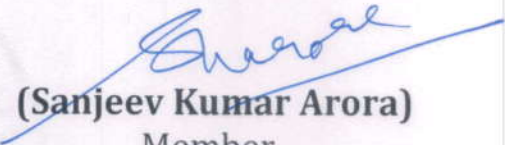
- i. The respondent-builder is directed to refund the paid-up amount of ₹ 69,74,374/-after deducting earnest money i.e., 10% of the basic

sale consideration of unit along with the interest at the prescribed rate i.e., 10.85% on such balance amount from the date of surrender i.e., 06.09.2021 till date of actual refund.

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

28. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

29. File be consigned to registry.



**(Sanjeev Kumar Arora)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.05.2024