

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

**Complaint no.:** 4714 of 2022  
**Date of decision:** 29.05.2024

Deepak Jain  
**R/o:** - H.No-14A, Chinar Drive,  
DLF Chattarpur Farms, Chattarpur,  
South-Delhi-110074.

**Complainant**

**Versus**

1. M/s BPTP Limited  
**Office at:** - OT-14, Floor-3<sup>rd</sup>, Next door parklands,  
Sector-76, Faridabad.

2. Countrywide Promoters Private Limited  
**Office at:** - Plot no. 7, community centre, S.D., Tower,  
Sector-8, Rohini, New Delhi- 110085

**Respondents**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Shri. Gaurav Bangia (Advocate)  
Shri. Harshit Batra (Advocate)

Complainant  
Respondents

**ORDER**

1. The present complaint has been filed by the complainant/allottees 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 as provided under the provision 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. Project and unit related details**

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

S.N.	Particulars	Details
1.	Name of the project	"Pedestal", Sector- 70A, Gurugram
2.	Nature of project	Residential
3.	<b>RERA registered/not registered</b>	Not Registered
4.	<b>DTPC License no.</b>	15 of 2011 dated 07.03.2011
	Validity status	04.04.2025
5.	Unit no.	C-16, T-F [As per page no. 63 of complaint]
6.	Unit measuring	2878 sq. ft. [As per page no. 63 of complaint]
8.	Date of execution of Floor buyer's agreement	29.11.2013 (Page no. 54 of complaint)
9.	Possession clause	<b>5. Possession</b>



**5.1 The Seller/Confirming Party proposes to offer possession of the Unit to the Purchaser(s) within e Commitment Period.**

The Seller/Confirming Party shall be additionally entitled to a Grace Period of 180 days after the expiry of the said Commitment Period for making offer of possession to purchaser(s).

**1.4 "Commitment Period"** shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC), Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 36 months from the date execution of Floor Buyer's Agreement.

10	Due date of possession	29.05.2017 (Calculated from the execution of BBA plus grace period)
11	Sale consideration	Rs. 1,94,06,222/- [As per SOA Page 89 of the Complaint]



12	Total amount paid by the complainant	Rs. 1,45,90,947/- [As per SOA Page 89 of the Complaint]
13	Occupation certificate dated	16.10.2020
14	Offer of possession	07.11.2020 [page 87 of the complaint]
15	Reminders dated	11.01.2021,13.12.2021,14.01.2022
16	Termination letter dated	16.06.2022

**B. Facts of the complaint**

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

- I. That the respondent no. 1 represented that it is developing the project through its 100% subsidiary respondent no. 2 i.e., M/s Countrywide Promoters Private Limited. The respondents further represented that it has tied up with HDFC Bank and Indiabulls to provide benefit of subvention scheme.
- II. That the complainant booked a residential unit in the project on 14.08.2013, under the subvention plan wherein the complainant was allotted a unit no. TF- 2878-8 located on third floor admeasuring super area of 2878 sq. ft. Thereafter the subvention agreement was signed whereby a loan of Rs.1,26,25,000/- was sanctioned and the interest was to be paid by the respondents till the offer of possession of the unit.
- III. That on 29.11.2013, a Floor Buyer's Agreement was executed between the complainant and the respondents. As per Clause 1.4 of the agreement, the commitment period is defined as the period of



- 36 months from the date of execution of the agreement. Further, under Clause 1 (1.15) of the agreement, the grace period was defined as the additional period of 180 days after the expiry of the commitment period for making an offer of possession of unit. Thus, the respondents were under a contractual obligation to deliver the possession of the aforesaid unit by 29.05.2017, which has not been adhered to by the respondents.
- IV. That on 07.11.2020, after the delay of almost 42 months (3.5 years), the respondent no. 1 issued a letter for offer of possession stating that the unit is ready for delivery and the Occupation Certificate was received on 26.10.2020 from the concerned government authorities.
- V. It is pertinent to note that vide the said offer of possession letter, respondent no. 1 illegally demanded the payment of dues of Rs.34,93,847/-. It is submitted that the additional charges levied of Rs.58,22,275/- are exorbitant, illegal, unjustified. These demands were neither a part of the payment plan agreed nor were disclosed at the time of execution of the Agreement.
- VI. That the respondent no. 1 has duly acknowledged the payments made by the complainant of Rs.1,45,90,947.80/-. That on 12.12.2020, the complainant issued an email to the respondent and objected to the demands of the payments without even completing the unit as per the agreed specifications. Further the complainant pointed out the discrepancies in the unit and a list of work that is pending for completion. In light of these objections, the complainant requested respondent no. 1 to complete the work and arrange for an inspection.
- VII. That respondent no. 1 vide email dated 14.12.2020 again

demanded the illegal payments and submission of documents, which was strongly objected by the complainant vide email dated 16/12/2020 .The complainant time and again requested respondent no.1 to complete the pending work and make the unit ready for possession.

VIII. That the complainant strongly opposed the Statement of Account. That on 02.02.2022, respondent no. 1 sent a letter intimating the complainant to sign the Maintenance and Service Agreement with Business Park Maintenance Services Private Limited. On 16.06.2022, respondent no. 1 issued an unilateral, illegal and arbitrary termination/cancellation letter stating that the unit stands cancelled/terminated with effect from the date of issuance of letter and further forfeited the earnest money and accumulated interest.

IX. That the respondents have miserably failed to complete and handover possession of the unit till date to the complainant in accordance with the agreement. The occupation certificate was obtained on 26.10.2020 after 3.5 years of promised possession timelines. In this manner, the respondents have committed grave unfair practices and breach of the agreed terms between the parties.

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

4. The complainant has sought following relief(s)
  - a. Direct the respondents to refund a sum of Rs.1,50,88,129/- along with interest from the date of payment i.e. 14.08.2013 till the date of realization of the amount.

**D. Reply by the Respondents:**

5. The respondents have contested the complaint on the following grounds:
- I. That the complainant have concealed from the Authority that the complainant after due diligence and research approached the respondents through broker "India Knights Private Limited" and the respondents have paid brokerage to the broker amounting to Rs.7,75,835/-.
  - II. That the complainant have mislead the Authority by stating that they have paid all the demands as and when called by the respondents on time. However, the complainant has defaulted in paying the called demands vide offer of possession for which reminder letters have been issued by the respondents on 11.01.2021, 13.12.2021 and 14.01.2022. As per clause 7 of the Floor Buyers Agreement the respondent had no no option but to cancel the said booking vide Termination Letter dated 16.06.2022.
  - III. That upon the termination of the unit, the respondent is bound to deduct the earnest money and the non-refundable amounts as per Clause -1.23 of the agreement. That the complainant has not made outstanding payments against the unit for almost 2 year.
  - IV. That the respondent is paying the Pre-EMI till offer of possession and till date, has made a total payment of Rs.16,73,647. The complainant, acting in gross malafide, has sought refund at the present instance along with interest. It is reiterated that the 'interest over the loan taken' i.e., PRE-EMI is already being paid by the respondent. This payment of PRE-EMI has been enjoyed by the complainants without any demur. That under no circumstance can refund be granted to the complainant after having also enjoyed the benefit of payment of Pre-



- EMI. That it is a settled position in law that either party cannot land in a benefiting position, at the cost of the other party, in case the contract falls through.
- V. Further, the construction of the project got delayed due to circumstances beyond the control of the respondents such as ban on construction by the Hon'ble Supreme Court of India in M.C. Mehta v. Union of India, ban on construction by the Principal Bench of NGT in Vardhaman Kaushik v. Union of India and ban by Environment Pollution (Prevention and Control) Authority, EPCA, expressing alarm on severe air pollution level in Delhi-NCR. Further the construction of the project has been marred by the present endemic i.e. Covid-19, whereby, the Government of India imposed initial country wide lockdown on 24.04.2020 which was then partially lifted by the Government on 31.05.2020. Thereafter the series of lockdown has been faced. In view of all this after stabilization of the state the respondents faced hardship in mobilizing the labour. That the construction of the project was going on in full swing, however, the same got affected initially on account of the NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority. Vide its order NGT placed sudden ban on the entry of diesel trucks of more than ten years old and directed that no vehicle from outside or within Delhi will be permitted to transport any construction material. Since the construction activity was suddenly came of halt, after the lifting of the ban it took some time for mobilization of resources by various agencies employed with the respondent.
- VI. That the offer of possession dated 07.11.2020 was rightly made after receipt of occupancy certificate dated 16.10.2020. That it is a settled





principle of law that the receipt of occupancy certificate marks the habitability of the unit. That the complainant wrongly alleges that the unit was not complete. Moreover, all the charges demanded by the respondent are valid and legal and have been categorically, willingly and voluntarily agreed in the agreement between the parties.

VII. It is pertinent to note that the respondent had credited the benefit of Rs.21,24,692.64 as compensation for delay possession along with the offer of possession.

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 and submission made by the parties.

**E. Jurisdiction of the authority**

7. The application of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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**

8. 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**

9. 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;

10. 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.
11. 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. (Supra) and 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*** 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."*

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

**F. Findings on the objections raised by the respondent:**

**F.I Objection regarding delay in completion of construction of project due to force majeure conditions.**

13. The respondent/promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders/restrictions of the NGT as well as competent authorities, High Court and Supreme Court orders and covid-19 etc. However, all the pleas advanced in this regard are devoid of merit. First of all, the possession of the unit in question was to be offered by 29.05.2017. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.
14. The 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 (1)*

**(Comm.) no. 88/2020 and LAS 3696-3697/2020** dated 29.05.2020.

has observed as under:

*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."*

15. In the present case also, the respondents were liable to complete the construction of the project and handover the possession of the said unit by 29.05.2017. It 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 cannot be excluded while calculating the delay in handing over possession.

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

**G.I Direct the respondent to refund a sum of Rs.1,45,90,947/- along with interest.**

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

**"Section 18: - Return of amount and compensation**

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

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or  
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

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

17. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund of the amount paid by him at the prescribed rate of interest. However, the allottee intends to withdraw from the project and is seeking refund of the amount paid by him in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

**Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]**

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

18. 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.
19. 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., 29.05.2024 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.
20. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest

which the promoter shall be liable to pay the allottee, in case of default.

The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

21. The complainant booked a unit bearing no. C-16 in Tower-N, admeasuring 2878 sq.ft in the project "Pedestal" situated at Sector-70-A, Gurugram for a total sale consideration of Rs.1,94,90,947/-. As per Clause 1.4 of the agreement, the commitment period is defined as the period of 36 months from the date of execution of the agreement. Further, under Clause 1 (1.15) of the agreement, the grace period was defined as the additional period of 180 days after the expiry of the commitment period for making an offer of possession of unit. Thus, the respondents were under a contractual obligation to deliver the possession of the unit by 29.05.2017, which has not been adhered to by the respondents. The respondent no. 1 issued a letter for offer of possession to the complainant on 07.11.2020, after the delay of almost 42 months (3.5 years), stating that the unit is ready for delivery and the Occupation Certificate has been received on 26.10.2020 from the concerned government authorities. That alongwith the offer of possession, the respondent raised a demand of the outstanding dues to be paid by the complainant. In lieu of the said demand, several reminders were sent by the respondent to the



complainant dated 11.01.2021, 13.12.2021, 14.01.2022, but the complainant did not pay the said amount and the respondent thus issued a termination letter on 16.06.2022 in the continuation. The unit was cancelled by the respondent on 16.06.2022 and the complainant has made a request for refund for the first time vide the present complaint dated 18.07.2022.

22. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that the complainant has paid an amount of Rs.1,45,90,947/- against the total sale consideration of Rs.1,94,06,222/-. The respondent/builder has sent several reminders, asking the allottee to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 16.06.2022. Further, section 19(6) of the Act of 2016 casts an obligation on the allottees to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement dated 29.11.2013 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money.
23. The Authority after taking into consideration the scenario prior to the enactment of the Act, 2016 as well as the judgements passed by Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, has already prescribed vide Regulations, 11(5) of 2018 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.

24. Further, the deductions made from the paid-up amount by the respondent are not as per the law of the land laid down by the Hon'ble apex court of the land in cases of ***Maula Bux VS. Union of India, (1970) 1 SCR 928*** and ***Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, and wherein it was held that *forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage.* National Consumer Disputes Redressal Commissions in ***CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited*** (decided on 29.06.2020) and ***Mr. Saurav Sanyal VS. M/s IREO Private Limited*** (decided on 12.04.2022) and followed in ***CC/2766/2017*** in case titled as ***Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022***, held that *10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money".* Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing 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."*

25. Keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.1,45,90,947/- after deducting 10% of the sale consideration of Rs.1,94,06,222/- being earnest money along with an interest @10.85% 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 cancellation i.e., 16.06.2022 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

26. Further, the amount paid by the respondent towards Pre-EMI. shall be adjusted in the refundable amount and also the amount credited by the respondent of Rs.21,24,692.64 as compensation for delay possession (along with the offer of possession) shall be adjusted in the refundable amount.

#### **H. Directions of the authority**

27. 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):


- i. The respondent is directed to refund the paid-up amount of Rs.1,45,90,947/- after deducting 10% of the sale consideration of Rs.1,94,06,222/- being earnest money along with an interest @10.85% 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 cancellation i.e., 16.06.2022 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid. and the amount paid by the respondent towards Pre-EMI shall be adjusted in the refundable amount, if any. Also the amount credited by the respondent as compensation for delay possession, if any shall be adjusted in the refundable amount.

- ii. Out of total amount so assessed, the amount paid by the bank shall refunded first in the bank and the balance amount along with interest if any will be refunded to the complainant.
  - iii. 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.
  - iv. The respondent/builder is directed not to create third party right against the unit before full realization of the amount paid by the complainants. If any transfer is initiated with respect to the subject unit, the receivable from that property shall be first utilized for clearing dues of the complainants-allottees.
28. The complaint stands disposed of.
29. File be consigned to registry.

Dated: 29.05.2024

  
**(Ashok Sangwan)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram