

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

Complaint no. : 5460 of 2023
Order pronounced on: 19.09.2024

Santosh Kumar
R/o: H. No. 1350, Sector 45, Gurugram,
Haryana -122003

Complainant

Versus

M/s Gatevida Develpoers Pvt. Ltd
Regd. office: : Flat No. Gf-3, Naurang House, Plot No. 5, Block-13,
Kasturba Gandhi Marg, New Delhi-110001

Respondent

CORAM:
Shri Vijay Kumar Goyal

Member

APPEARANCE:
Shri Ravi Kumar (Advocate)
Shri Sumesh Malhotra (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainants/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 under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

A. Unit and Project-related details:

2. The particulars of the project, the details of sale consideration, the amount paid

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by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Gurgaon Gateway", Sector 112-113, Village- Bajghera, Gurugram, Haryana
2.	Nature of project	Residential Project
3.	Unit no.	1804, Tower-E, Level-18 [page 17 of complaint]
4.	Date of Booking	19.01.2015 [Page 14 of complaint]
5.	Date of Allotment	19.01.2015 [Page 17 of complaint]
4.	Area admeasuring	1580 sq. ft. [Page 17 of complaint]
5.	Apartment buyer agreement executed on	19.01.2015 [Page 21 of complaint]
6.	Possession clause as per apartment buyer agreement	4.2 (b) Possession Time and Compensation <i>PROMOTER shall endeavour to give possession OF THE SAID APARTMENT to PURCHASER(S) on or before Nov, 2017 and subject to providing necessary infrastructure in the sector by the Government and also force majeure circumstances and reasons beyond the control of PROMOTER.</i> [Page 34 of complaint]
7.	Due date of possession	November 2017 [As per possession clause of BBA]
8.	Sale consideration	Rs. 1,92,94,960/- [As per page 24 of complaint]
9.	Amount paid by the complainant	Rs.52,44,207/- (As agreed by the respondent in cancellation letter dated 17.04.2018 t at page no. 81 of complaint)

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10.	Reminder Letters dated	28.08.2013, 17.09.2013, 20.11.2013, 09.01.2014, 21.09.2014, 28.07.2015, 25.08.2015, 02.02.2018, 17.08.2018, 09.03.2018. [As per page no. 129-136 of the complaint]
11.	Cancellation Letter dated	17.04.2018 [As per page no. 81 of the complaint]

B. Facts of the complaint:

3. In year 2011, respondent impressive projections, Complainant booked the Flat bearing no. 1504, Tower E, having the Super Area of 1585 Sq. Ft. in respondent Residential Group Housing Project "Gurgaon Gateway" situated at Revenue Village Bajghera, Sector 112-113, Gurugram, Haryana.
4. At that time complainant was asked to pay the initial booking amount of Rs. 10,00,000/- which complainant had paid vide cheque and respondent had acknowledged the same. After taking /receiving the aforesaid amount from the complainant, respondent had entered into a builder buyer's agreement, however till date the buyer builder agreement has not been provided by the respondent to the complainant for the said unit.
5. As per payment schedule, complainant has paid an amount of Rs. 52, 44, 207/- out of the total sale consideration i.e. Rs. 2,02, 42,960/- to respondent. At the time of booking as well as signing of the agreement respondent had promised complainant that respondent would have handed over the possession of the property / apartment / unit to complainant within the stipulated time period from the date of signing and execution of the "agreement".
6. Thereafter, the complainant has approached the respondent and request for change of unit and providing of the BBA, on the request, the unit was changed to Flat No. 1804, Tower-E and the complainant and respondent has entered into an

- agreement to sell dated 19.01.2015 and further allotment letter dated 19.01.2015 was also issued by the respondent in favour of the complainant.
7. It is pertinent to mention here that the complainant has adopted the construction link payment plan for the unit no. 1504, however the payment plan has been changed to the Possession link payment plan i.e. 25 % at the time of booking and rest 75 % at the time of handing over the possession and the complainant has paid an extra amount for the change in the plan and the same is acknowledge by the respondent, wherein the payment was made to the respondent and it came to shock to the complainant when the respondent has issued a letter dated 9.09.2015 whereby cancelling the unit of the complainant without considering the fact that the complainant has made all the payment on time without any delay and default.
 8. Thereafter the complainant comes into the notice & knowledge of complainant that respondent had not performed respondent part as per the agreed terms as well as had not fulfilled respondent promise. And further the complainant approached the respondent and informs them about the notice which received in 2015 and the respondent assured and submits that the unit no. 1804 is on the name of the complainant and the cancellation notice has been sent wrongly.
 9. It is pertinent to mention here in the year 2017, the complainant met with various illness and ailments and could not able to make the payment on time and the complainant has informed the respondent about the illness and seek some more time to make the payment for the flat bearing no. 1804, however the respondent is adamant to cancel the unit of the complainant without issuing the possession letter and cancel the unit vide cancellation letter dated 17th April, 2018 without issuing possession letter.
 10. The complainant and his wife various times approach the respondent for not to cancel the unit and each and every time the respondent assured that the unit's

possession will be hand over to complainant only on making the payment and complainant's wife request the respondent issue the possession letter, however till date neither the respondent issue the possession letter nor offer the possession of the unit.

11. It came to the knowledge of the complainant that the respondent has sold out the unit of the complainant to other allottee without refunding the hard-earned money paid to the respondent. Further it also pertinent to mention here that the respondent company has issued a letter dated 13.06.2019 to the complainant for inviting for the First General Body meeting to be held on 28.06.2019 and the electricity bill is also issued on the name of the complainant.
12. The respondent had taken almost 25 % of the amount as per payment schedule from the complainant on the basis of respondent impressive projections and false promises which complainant had drained out from her hard-earned savings. Thus, respondent have committed the offence of "Cheating" which is a criminal in nature.
13. The complainant bonafidely for his needs and better future purchased the flat/unit on question, further the respondent failed to give the possession of the shop/unit in question on time. As huge time had been lapsed, the complainant therefore made several calls to the customer care and marketing departments to seek status of the cancellation and refund of the paid amount, but the complainant was never provided with a satisfactory response and the respondent's officials made false and frivolous statements and gave false assurances. Thereafter, the complainant got information from letters of respondent that his allotment was cancelled and it's illegal and against principle of natural justice.
14. The complainant avers that in view of the principle of the parity the respondent is also liable to pay interest as per RERA Act in case of any default on his part.

They are also liable to pay pendent lite interest and further interest till date of actual payment.

C. Relief sought by the complainants:

15. The complainants have sought the following relief(s):

- i. Direct the respondent to refund of the amount Rs. 52,44,207/- received by the promoter in respect of the allotted unit with interest at the prescribed rate.
- ii. Direct the respondent to pay Rs.50,00,000/- towards the mental agony and pain suffered by them as well as loss of their valuable time, energy and money and travel expenses and staying in hotels.

16. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

17. The instant Complaint is beyond the period of limitation. The Complainant has failed to show cause or provide any explanation to justify filing of delayed complaint after 6 years of purported cause of action i.e., the cancellation of the allotment vide cancellation letter dated 17.04.2018.

18. The complainant is a chronic defaulter, having previously defaulted on many occasions. That the complaint under reference is merely a chance litigation that has been instituted by the complainant to take shot at his luck. The present complaint is liable to be dismissed for apparent concealment and suppression of facts by the complainant.

19. The complainant had wrongly stated in the purported complaint, that in 2011 the respondents convinced the complainant with their marketing tactics to book a unit in the project, pursuant to which complainant and respondents executed a builder buyer agreement. On the contrary, the complainant approached

respondent in June 2013 and expressed his desire to purchase a unit in the project and submitted an application form for booking a residential apartment bearing no. 1504, Tower - E, having a Super Area of 1580 sq. ft. in the project 'Gurgaon Gateway' situated at Revenue Village Bajghera, Sector 112-113, Gurugram, Haryana for total sale consideration of for INR 1,83,89,820/- excluding taxes, EDC, IDC, PLC, IBMS and other charges in the project 'Gurgaon Gateway' and the said unit was allotted to the complainant vide allotment letter dated 28.06.2013. As per clause 3(a) of the application form, the complainant had opted for a construction linked plan which was set out in Annexure 'A' of the application form.

20. As per the allotment letter and the payment schedule, the complainant was required to pay installments towards the sale consideration of the apartment, however, the complainant defaulted on payment of the first installment, as per the payment schedule. Due to default of the complainant, the respondent issued a demand notice to the complainant seeking payment of INR 18,43,295.00/-. However, complainant chose to pay no heed to the demand notice and pursued with defaulting on the payments. Accordingly, respondent was forced to issue two reminder letters dated 22.08.2013 and 17.09.2013 to the complainant. Upon non-receipt of payment, the respondent issued a notice prior to cancellation dated 21.09.2013 intimating the complainant that in the event dues amount to INR 18,70,485/- is not paid by the complainant, the allotment of the apartment shall be cancelled by the respondent and application money of INR 10,00,000/- or 15% of the sale consideration of the apartment shall be forfeited. Due to continued inaction on the part of the complainant, the respondent, in good faith, issued a final pre-cancellation letter dated October 19, 2013 extending the due date of payment of the last due till October 31, 2013. The complainant took undue benefit of the same and defaulted on his 2nd installment amounting to INR

19,40,420/- which had become due on 30.09.2013, and the respondent again had to issue a reminder letter dated 20.11.2013. Highly discontented of the malevolent inactions of the complainant, the respondent was left with no choice but to cancel the allotment of the apartment, vide cancellation letter dated 06.11.2013. Pursuant to the cancellation letter, the respondent paid the second installment and proceeded with defaulting on the payment of the third installment. Accordingly, the respondent issued a reminder letter 09.01.2014. Therefore, it is apparent from the actions of the complainant that the complainant had malafide intention to deceit the respondent by making recurring defaults on the payment as per the agreed payment plan.

21. Upon passing of more than a year, on 09.01.2015 the complainant vide an email requested the respondent to revoke cancellation and transfer the funds and interest accrued for fresh allotment of unit bearing number 1804, Tower E of the project ("New Apartment"). Out of righteousness and as a kind gesture, the respondents followed the instructions of the complainant and made a fresh allotment of the new apartment in favour of the complainant at a total sale consideration of INR 1,92,94,960/- vide allotment letter dated 19.01.2015. Accordingly, the complainant and respondent executed an agreement for sale dated 16.01.2015 ("agreement") and all amounts paid towards the residential apartment bearing no. 1504, tower - e were transferred towards the new apartment, wherein the complainant agreed to a construction linked payment plan which is annexed as annexure D of the agreement. It is pertinent to bring into light that the complainant falsely claimed in the purported complaint that the complainant availed possession linked payment plan, whereas the complainant was well informed while signing the agreement that a construction linked payment plan is applicable on the allotment of the new apartment.

22. Pursuant to the allotment of the new apartment, the complainant was required

to make payments in installments as per the agreed payment schedule plan. However, after initial payment of approx. INR 18 Lakh, the complainant started to default on payment of the installments due, for which respondent had to issue demand letters, reminders, notice prior to cancellation on several occasions in 2015 and thereafter in 2017, as an intimation to the complainant to make the payment of due installment, failing which the allotment of the new apartment would be cancelled. However, the complainant paid no heed to the several communications sent to him. Thus, in accordance with clause 3.4 (d) of the agreement.

23. The cancellation letter was issued by the Respondent on 17.04.2018 and the purported complaint was filed on 22.08.2023, i.e. after passing of 5 years and 4 months, without stating a reason for the significant delay in the purported complaint. Hence, it is evident that the complainant has been sitting on his alleged cause with a malafide intention to unlawfully demand interest allegedly accrued over more than five years.
24. The complainant is trying to wriggle out of their contractual obligations by making false allegations against the respondent, whereas the complainant is well aware that as per the agreement the respondent has rightfully forfeited the amount paid by the complainant till the date of cancellation of the allotment of the new apartment. Hence, the instant complaint is liable to be dismissed being an afterthought filed and motivated to cause grave prejudice and injury to the respondent.
25. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

26. 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

27. 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 the entire Gurugram District for all purposes 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

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

Section 11(4)(a)

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

Section 34-Functions of the Authority:

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

28. Hence, given 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.

F. Findings on the objections raised by the respondent:

F.1 Objections regarding complaint being barred by the limitation

29. The respondent-promoter raised the contention that the complaint is barred by limitation. As far as the issue of limitation is concerned, the Authority is

cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.

30. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 in **MA NO.21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020** have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
31. In the present matter, the cause of action arose on 17.04.2018 when the respondent terminated the unit. The complainant subsequently filed the present complaint on 01.12.2023, i.e., after a period of 5 years, 8 months from the date of the cause of action. Notably, the period from 15.03.2020 to 28.02.2022, is to be excluded from this calculation due to statutory provisions. Furthermore, the respondent has retained the amount paid by the complainant throughout this period without effecting a refund following the termination. Consequently, the cause of action continued to subsist during the entire period. In light of these considerations, the Authority finds that the present complaint has been filed within a reasonable time frame and is therefore not barred by the statute of limitations.

F.II Objections regarding delay in payment

32. Another objection raised by the respondent regarding delay in payment by many allottees is totally invalid because the allottees have already paid the amount of

Rs. 52,44,207/- against the basic sale consideration of Rs. 1,92,94,960/- to the respondent. The fact cannot be ignored that there might be certain group of allottees that defaulted in making payments but upon perusal of documents on record it is observed that no default has been made by the complainant in the instant case. As per the payment plan, 5% of BSP+ Registration and other applicable charges were to be paid at the time of offer of possession. Section 19(6) of Act lays down an obligation on the allottee(s) to make timely payments towards consideration of allotted unit. As per documents available on record, the complainant has paid 30% of the basic sale consideration as per payment plan duly agreed upon by the complainants while signing the agreement. Moreover, the stake of all the allottees cannot put on stake on account of non-payment of due instalments by a group of allottees. Hence, the plea advanced by the respondent stands rejected.

G. Findings on relief sought by the complainants:

G.I Direct the respondent to return of the amount received by the promoter in respect of the allotted unit with interest at the prescribed rate.

33. The complainants were allotted a unit in the project of respondent "Gurgaon Gateway" in at sector 112-113, Gurgaon vide allotment letter dated 19.01.2015 for a total sum of Rs. 1,92,94,960/-. The buyer's agreement was executed on 19.01.2015 itself and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 52,44,207/-. It was pleaded by complainants that there was delay in handing over the possession of unit on promised due date and the respondent vide demand letters did not adjusted the delayed possession interest and subsequently terminated the unit without following any refund.

34. The respondent issued multiple reminders and demand letters concerning the payment of the outstanding amounts owed. Following the non-receipt of payment, the respondent sent several notices prior to the cancellation, formally

notifying the complainant of the impending action. Due to the continued inaction on the part of the complainant, the respondent subsequently issued a termination letter dated 17.04.2018. A perusal of documents submitted reveals that the complainant defaulted in fulfilling their payment obligations. Therefore, the termination issued by the respondent in relation to the unit is deemed valid.

35. Now when the complainants approached the Authority to seek refund, it is observed that under clause 3.4 (a) of BBA, the respondent-builder is entitled to forfeit the earnest money of the total sale consideration. The relevant portion of the clause is reproduced herein below:

Failure/Delay in Payment:

PURCHASER(S) agree/s that out of the amount(s) paid/payable by him/her/them towards the Sale PRICE, 15% (Fifteen Percent only) of the SALES PRICE shall be treated as EARNERST MONEY to ensure fulfillment by PURCHASER(S) of the terms and conditions, as contained herein. Time is to essence of the terms and conditions mentioned herein and with respect to PURCHASER(S) obligations to pay the SALE PRICE as provided in the Payment Plan along with other payments as, applicable stamp duty, registration fee and other charges on or before the due date demanded by PROMOTER, as the case may be and also to perform or observe all the other obligations of PURCHASER(S) under this Agreement.

36. The clause stipulating that 15% of the sale price shall be treated as earnest money to ensure the purchaser's fulfillment of obligations is inherently one-sided. It places an undue burden on the purchaser, imposing stringent conditions for payment without equivalent obligations on the promoter. While it emphasizes that time is of the essence, it fails to provide any corresponding assurance or accountability for the promoter in fulfilling their obligations under the agreement. Consequently, this clause cannot be relied upon as it disproportionately favors the promoter and may lead to unfair consequences for the purchaser in the event of non-fulfillment of obligations.
37. The issue with regard to deduction of earnest money on cancellation of contract arose 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 Singh and Anr. VS. M3M India Limited** decided on 26.07.2022, held that 10% of basic sale price is a 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."

37. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). Accordingly, the promoters are liable to the allottee, as he wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by them in respect of the unit with interest. Rule 15 provides as under:

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

38. 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.

39. 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., 19.09.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

40. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent/builder can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. So, the respondent/builder is liable to refund the amount received from the complainant i.e., Rs. 25,44,207/- after deducting 10% of the sale consideration

and return the remaining amount along with interest at the rate of 11.10% (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 termination i.e., 17.04.2018 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G.II Direct the respondent to pay Rs.50,00,000/- towards the mental agony and pain suffered by them as well as loss of their valuable time, energy and money and travel expenses and staying in hotels

38. The complainant is seeking relief w.r.t. compensation in the above-mentioned reliefs. Hon'ble Supreme Court of India in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (2021-2022(1) RCR(C) 357*), 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 Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

H. Directions issued by the Authority:

39. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

1. The respondent is directed to refund the paid-up amount of Rs. 52,44,207/-



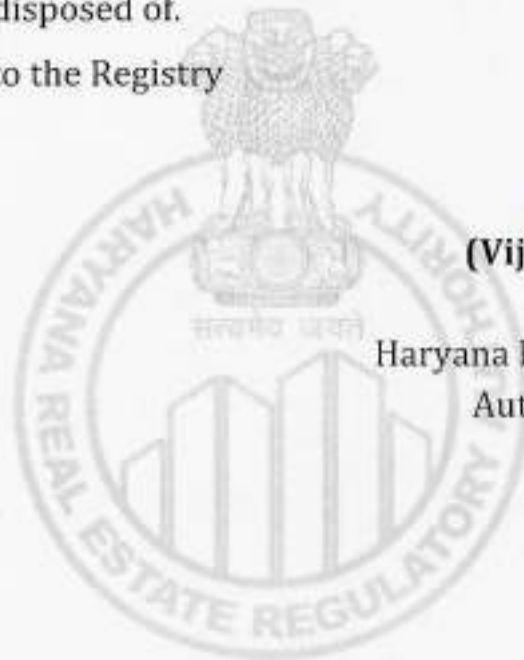
after deducting the earnest money which shall not exceed the 10% of the sale consideration of Rs. 1,92,94,960/- along with the interest at the prescribed rate i.e., 11.10% on the such balance amount from date of termination i.e., 17.04.2018 till actual date of realization.

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

40. Complaint stands disposed of.

41. File be consigned to the Registry

Dated: 19.09.2024



V. I. Goyal
(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory
Authority, Gurugram

HARERA
GURUGRAM