

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

Date of decision: 05.09.2024

| NAME OF THE BUILDER | | M/S SPAZE TOWERS PVT. LTD. | |
|---------------------|--------------|--|---|
| PROJECT NAME | | "TRISTAAR" | |
| S. No. | Case No. | Case title | APPEARANCE |
| 1. | CR/8088/2022 | Spaze Towers Pvt. Ltd V/s Arti Chhabra | Shri Harshit Batra Advocate and Shri Dhruv Lamba Advocate |
| 2. | CR/5112/2023 | Arti Chhabra V/s Spaze Towers Pvt. Ltd | Shri Dhruv Lamba Advocate and Shri Harshit Batra Advocate |

CORAM:

Shri Vijay Kumar Goyal

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 is allottee of the project, namely,



"TRISTAAR" being developed by the same respondent/promoter i.e., **SPAZE TOWERS PVT. LTD**

3. The facts of both the complaints filed by the complainants are similar. Out of the above-mentioned case, the particulars of lead case **CR/8088/2022 Spaze Towers Pvt. Ltd V/s Arti Chhabra** are being taken into consideration for determining the rights of the parties.

A. Project and unit related details.

4. Both the cases relate to one allotted unit. One among these is filed by the promoter and the other one is filed by the allottee, 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:

| Sr. No. | Particulars | Details |
|---------|--|--|
| 1. | Name of the project | Spaze Tristaar, Sector 92, Gurugram, Haryana. |
| 2. | Project area | 2.718 acres |
| 3. | DTCP license no. and validity status | 72 of 2013 dated 27.07.2013 valid upto 26.07.2017 |
| 4. | RERA Registered/ not registered | Registered vide no. 247 of 2017 dated 26.09.2017 valid up to 30.06.2020 |
| 5. | Allotment letter | 08.05.2019 (page 40 of complaint) |
| 6. | Unit no. | 2113, 2 nd floor admeasuring 279 sq. ft. (super area) (as per allotment letter page 40 of complaint) |
| 7. | Date of execution of buyer's agreement | Not executed |
| 8. | Possession clause | NA |
| 9. | Due date of possession | 08.05.2022 (Calculated in accordance with Fortune |

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| | | |
|-----|--------------------------------------|---|
| | | <i>Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018 as no possession clause available</i> |
| 10. | Total sale consideration | Rs.23,42,484/- (as per allotment letter page 40 of complaint) |
| 11. | Total amount paid by the complainant | Rs.8,24,230/- (as per the facts submitted by both the parties) |
| 12. | Payment reminder | 28.05.2021, 09.06.2021, 26.06.2021, 16.07.2021, 24.08.2021 and 05.10.2021 (page 42 to 50 of complaint) |
| 13. | Refund request | 08.02.2022 (vide email page 18 of reply) |
| 14. | Occupation certificate | 03.05.2021 (page 37 of complaint) |
| 15. | Offer of possession | 05.05.2021 (page 60 of complaint) |

B. Facts of the complaint.

5. The complainant has made the following submissions in the complaint: -

- i. That the complainant is engaged in the development of a real estate project known under the name and style of "Tristaar", Sector 92, Gurugram. The said project is duly registered with Haryana RERA vide Memo No. HRERA-152/2017/198 bearing Registration No. 247 of 2017 dated 26.09.2017, with a validity date till 30.06.2020, which was further extended by 6 months by the Authority vide Notification No. 9/3-2020 HARERA/GGM (Admin) dated 02.05.2020, thereby extending the date to 30.12.2020.
- ii. That the respondent, being interested in the said project booked a unit in the project after having completely verified and satisfied herself with respect to the development and the status of the project. The project has been duly completed after having obtained all the necessary approvals and fulfilling all the requirements as per the existing bye-laws. The complainant holds a good face value in the market and is a renowned real estate

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developer.

- iii. That subsequent to the application of the respondent, unit no. 2113, 2nd floor was allotted to the respondent vide allotment letter dated 08.05.2019. In absence of the agreement executed between the parties the application form signed by the respondent encapsulate the reciprocal obligations of the parties that formed the essence of the relationship between the parties. It was categorically noted that the respondent allottee shall be liable to make the due payments against the unit and take possession of the unit. The aspect of timely payment against the unit was of essence, was willingly and voluntarily agreed between the parties and taking the possession of the unit was the purpose of the allotment.
- iv. That from the very beginning till date, the respondent has been in continuous default in making timely payments against the unit and hence, miserably failed in living up to its obligations under the agreement and thereafter, stopped making the due payments. The total sale consideration of the unit was Rs.27,28,602/- and only a sum of Rs.8,24,230/- had been paid by the respondent. A number of reminders and notices have been sent to the respondent in this regard, but to no avail.
- v. That the delay in making the payments against the unit causes irreparable harm to the builders and cause delay in the completion of the project. It is essentially due to the allottees like the respondent that led to delay in the completion of the project and affect the entire real estate sector at large along with the interests of all the allottees of the project. Such circumstances/conduct of the defaulting allottee is beyond the control of the complainant.
- vi. Additionally, apart from the above the delay in the completion of the project is also affected by other force majeure circumstances and other



circumstances beyond the control of the developer, upon the happening of which, the due date of delivery of possession was bound to be extended as per the terms and conditions of Clause 34, of the application form.

- vii. That the complainant was adversely affected by various construction bans, lack of availability of building material, regulation of the construction and development activities by the judicial authorities including NGT in NCR on account of the environmental conditions, restrictions on usage of groundwater by the High Court of Punjab & Haryana, demonetization etc. and other force majeure circumstances, yet, the complainant completed the construction of the project diligently and timely, without imposing any cost implications of the aforementioned circumstances on the complainants and demanding the prices only as and when the construction was being done. The development and implementation of the said project have been hindered on account of several orders/directions passed by various authorities/forums/courts, before passing of the subjective due date of offer of possession.
- viii. That a period of 201 days was consumed on account of circumstances beyond the power and control of the complainant, owing to passing of orders of statutory authorities and the Covid-19 pandemic. It is well recognised that one day of hindrance in the construction industry leads to a gigantic delay and has a deep effect on the overall construction process of the real estate project. All the circumstances stated hereinabove come within the meaning of force majeure, as stated above. However, despite all odds, the respondent was able to carry out construction/ development at the project site, after which, it duly applied for the occupancy certificate on 13.10.2020, which was consequently granted on 03.05.2021.
- ix. That looking at such circumstances, the Hon'ble Authority was pleased to

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allow the grace period **Complaint No. 3890 of 2021 titled Shuchi Sur and anr. vs. M/S Venetian LDF Projects LLP decided on 17.05.2022**. Moreover, in a case titled **Sanjay Lakra v SS Group C. No. 4359 of 2021**, order dated 28.01.2022, where the due date was coming to be October 2016, additional grace period of 6 months due to covid 19 was granted to the developer, similarly, the same should be allowed in the present instance as well. That the parties did not agree to a specific date for offer of possession. In such circumstances, the Authority has been noted to have considered the date of expiry of the registration certificate. As stated above, the validity of the registration certificate was 30.06.2020 and after the extension granted by the Hon'ble Authority, the validity extends to 30.12.2020. Thus, the proposed due date for offer of possession can be regarded as 30.12.2020.

- x. Further, due date of delivery is bound to be extended as per the terms and conditions of the application form and the benefit of the above affected 201 days need to be rightly given to the complainant/builder.
- xi. That despite all the difficulties, the complainant had rightly completed the development of the project and after having procured the occupancy certificate dated 03.05.2021, rightly offered the possession on 05.05.2021 and requested the respondent allottee to make the due payment, take possession of the unit and execute the conveyance deed. That despite the issuance of the offer of possession to the respondent, there was continuous defaults made by them since the very beginning, and possession has not been issued taken till date.
- xii. That the default of the respondent needs to be rectified and the outstanding deed, however, the same was not done. It was categorically noted, under the agreement as well as under the Act, that for the delay in making the payments, interest is bound to be paid. The interest for delayed payments



has not been given by the respondent since the very beginning, all of which is bound to be paid. Accordingly, the respondent is bound to pay the outstanding principal of Rs.20,02,022/- and the interest (calculated till 31.12.2022) of Rs.4,31,805/-. Hence, a total sum of Rs.24,33,827/- (calculated till 31.12.2022) is bound to be paid by the respondent. The interest is bound to accrue till the actual realization of the pending principal amount.

- xiii. That the real Estate (Regulation and Development) Act is not retrospective in nature but retroactive hence, the interest on delayed payments caused by the respondent and the interest on delay caused by the complainant, if any, shall be subjected to retroactive effect and not retrospective. The equitable rate of interest payable by the parties, if any, shall be effected from 01.05.2017, i.e., the coming into force of the Act. That before 01.05.2017, the payment of interest by either party shall be as per the terms and conditions of the agreement and only after the coming into force of the Act, the provision of the act would prevail as the RERA Act is only retroactive in nature. The retroactive nature of any act creates a new obligation on the transactions but does not affect the previous ones. For the projects which are ongoing after the implementation of RERA, the act will apply prospectively, meaning new rights will be conferred to the parties only from the date of enactment and not before. Thus, the right of allottee to claim interest as per the provisions of the Act, shall also be Retroactive in its nature and shall only be attracted to payments made after the enactment and implementation of RERA 2016.
- xiv. That the Hon'ble Bombay High Court in the **Neelkamal Realtors Suburban Pvt. Ltd. vs Union of India 2017 SCC Bom 9302**, held that the RERA law is not to be considered as anti-promoter. The authority can impose penalty or

interest not only on the promoter but the allottee as well, on account of contravention of obligations cast upon them. The legislation is unbiased and is a law for regulation and development of real estate sector, which will be curbed if the present complaint is allowed.

- xv. That accordingly, on the basis of the above, the respondent be directed to make the outstanding payment, take possession, and execute the conveyance deed.
- xvi. That without prejudice to the above-mentioned, and without admitting to any default of the complainant, if delayed interest is directed to be paid by the complainant, the same should not be on the statutory dues, as has also been noted by the Hon'ble Authority in *Amrender Kumar v BPTP C. No. 1027 of 2021*. Hence, the Hon'ble Authority is requested to take note of the matter and direct the respondent to comply with its contractual and legal obligations.

C. Relief sought by the complainant: -

6. The complainant/promoter in compliant no. **8088/2022** has sought following reliefs:

I. Direct the respondent to pay the outstanding dues of Rs.24,33,827/- and the payment of interest shall keep on accruing till the actual payment of outstanding amount.

II. Direct the respondent to take the possession and get conveyance deed registered.

7. The complainant/allottee in compliant no. **5112/2023** has sought following reliefs:

I. Direct the respondent to refund the amount paid by the complainant i.e., Rs. 8,24,230/- towards the sale consideration of the subject unit along with interest at the prescribed rate from the date of payment till the date of refund as per the provisions of Act of 2016.

II. To penalize the respondent promoter as per section 61 for the contravention of the provision of section 13 (1) of the Act of 2016.

8. On the date of hearing, the authority explained to the promoter about the contraventions 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.

9. The respondent/allottee has contested the complaint on the following grounds.

- i. That the complainant M/s. SPAZE TOWERS PVT. LTD. issued an advertisement w.r.t launching of a commercial project namely "Tristaar" Sector - 92, Village Dhorka, Tehsil and District Gurugram and thereby invited applications from prospective buyers for the purchase of units in the said project.
- ii. That the respondent was being lured by the representatives of the complainant promoter's company to buy a unit in the said project. The agents and officers of the complainant promoter's company told the respondent/allottee about the moonshine reputation of the company. The agents made huge representations about the said project and assured that the complainant promoter has delivered several projects in the NCR prior to this project. The complainant claimed that they have taken all the due approvals, sanctions and government permissions towards development and construction of the subject project.
- iii. That after representing through brochures, about the facilities to be provided, the complainant promoter managed to impress the respondent allottee, who then decided to invest her hard-earned money in purchasing a retail/service apartment in the subject project. Accordingly, relying on the assurances and promises of the complainant promoter, the respondent allottee made an application for registration for provisional allotment of

the retail/service apartment and made a payment of Rs.2,00,000/- vide cheque bearing no. 000004 dt. 08.03.2019 drawn on HDFC Bank and the same was also acknowledged by the complainant's company.

- iv. That on 08.05.2019, an allotment letter was issued by the complainant company in the name of the respondent allottee vide which a unit bearing no. 2113 2nd floor admeasuring super area of 279 sq. ft. was allotted against a total sale consideration of Rs.23,42,484/-.
- v. That the respondent allottee requested the complainant's company to execute a buyer's agreement with her. On these verbal assurances, given to her that it will be executed very soon. The respondent allottee for innumerable times visited the offices of the complainant promoter but no heed was paid to her requests regarding execution of the buyer's agreement.
- vi. That to the surprise of the respondent allottee, the complainant promoter subsequently raised another demand of Rs.10,18,676/- to be paid by 10.05.2019 without even executing the buyer's agreement with the respondent allottee. The respondent allottee went to the office of the complainant promoter but again she was returned by giving her the false assurance that it will be executed once she will pay/clear the demand raised by the company.
- vii. That the respondent allottee made a payment of Rs.6,24,230/- towards the sale consideration of the subject unit and stated to the complainant promoter that the remaining payment will be made after the execution of the buyer's agreement.
- viii. That the respondent allottee has time and again requested the complainant's company that a buyer's agreement needs to be executed inter se both the parties but all in vain. On the contrary the complainant's

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company has violated the provisions of the Act of 2016 by taking an amount of more than 10 % of the cost of the apartment as an advance payment without entering into agreement for sale and is liable to be penalized as per Section 61 of the Act of 2016. That till date no buyer's agreement has been executed between parties even after a lot of requests by the respondent allottee.

- ix. That the complainants had made a payment of Rs.8,24,230/- towards the total sale consideration of the subject unit till date. Aggrieved by the acts of the complainant's company and deceitful intent as evident from the facts outlined above, the respondent allottee asks for refund of her amount along with interest as per the provisions of the Act of 2016.
- x. That the complainant itself is in the clear violation of the Act, 2016 and Rules and Regulations made thereunder by not executing a buyer's agreement with the respondent allottee and by collecting a sum of more than 10% of the total sale consideration without even entering into an agreement for sale. There is no default or lapse in so far as the respondent is concerned. Thus, the present complaint deserves to be dismissed at the very threshold.
- xi. That the respondent has paid all the demands as and when raised by the complainant within time and she has already paid an amount to the tune of Rs.8,24,230/- against the total sale consideration of Rs.23,42,484/- which is more than 30% of the total sale consideration.
- xii. That aggrieved by the acts and the conduct of the complainant promoter, it was the respondent allottee who sought refund of her amount paid towards the sale consideration of the subject unit along with interest. Technically, after request for refund, it was the duty and obligation on the part of the complainant promoter to return the amount of respondent

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allottee along with interest. However, it has failed to do so and not even a single penny has been returned to the respondent allottee till date by the complainant promoter. Thus, any demand/reminder letter issues in this regard are of no weight and makes no sense.

10. 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.

11. 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

12. 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.

13. 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,

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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.

14. 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 complainant at a later stage.
15. 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. 2021-2022(1) R.C.R. (Civil) 357 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."

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16. 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 instant complaints.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to pay the outstanding dues of Rs.24,33,827/- and direct the payment of interest shall keep on accruing till the actual payment of outstanding amount.

F.II Direct the respondent to take the possession and get conveyance deed registered

17. The foremost question that arises before the authority is as to whether the allottee is entitled for refund of the amount paid along with interest or she be directed to take the possession of the allotted unit after clearing the outstanding dues along with interest.

18. The promoter filed a complaint before the authority bearing no. CR/8088/2022 on 18.01.2023 and thereafter the allottee also filed a complaint bearing no. CR/5112/2023. 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 has offered the possession of the unit after obtaining occupation certificate.

19. Upon perusal of documents on record and submissions made by both the parties the Authority observes that the allottee was allotted a unit no. 2113, 2nd floor admeasuring 279 sq. ft. super area vide allotment letter dated 08.05.2019. The allottee has paid Rs.8,24,230/- against the sale consideration i.e. Rs.23,42,484/- of the subject unit.

20. There, are certain cases where no possession clause is provided and due date of handing over of possession cannot be ascertained. So, the Authority relying upon the judgement of the Hon'ble Supreme Court *Fortune Infrastructure*

and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018 where it was observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that **when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.**

21. In view of the above-mentioned reasoning, the date of allotment letter i.e. 08.05.2019 is to be taken as the date for calculating due date of possession. Therefore, the due date of handing over of the possession of the unit comes out to be 08.05.2022.
22. Further, it is pertinent to mention here that the promoter has received the occupation certificate on 03.05.2021 and thereafter, the possession was offered to the allottee on 05.05.2021. Thereafter, the allottee vide email dated 08.02.2022 requested the promoter to refund the paid-up amount against the subject unit citing financial difficulties to continue with the project. Relevant part of said email is extracted below for ready reference:

To,

Spaze Tower Pvt. Ltd

This is to request you for refund of given amount against SPAZE TRISTAAR UNIT NO 2113 2ND FLOOR. As I am not able to continue with this commercial investment because of big crunch in financial management due to last pandemic situation. So on I am not getting the balanced income on monthly basis. therefore I cannot make further payment Due on the same unit. No 2113

Would request you to cancel the application of buying Unit no 2113 with Spaze Tristaar and Please REFUND THE AMOUNT INITIATED TO YOUR ACCOUNT.

Regards,

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23. The authority has observed that the promoter has offered the possession of the unit on 05.05.2021 to the allottee, after obtaining occupation certificate on 03.05.2021 but the allottee wants to surrender the unit and is seeking refund of the amount paid by her. Therefore, in this case, refund can only be granted after certain deductions. However, the Authority is of view that the respondents cannot not retain more than 10% of the sale consideration and is bound to return the remaining. Even the Hon'ble Apex court of the land in case of *Maula Bux Vs. Union of India (1973) 1 SCR 928* and *Sirdar K.B Ram Chandra Raj Urs Vs. Sarah C. Urs, (2015) 4 SCC 136*, and followed by the National Consumer Dispute Redressal Commission, New Delhi in consumer case no. 2766/2017 titled as *Jayant Singhal and Anr. Vs. M/s M3M India Ltd.* decided on 26.07.2022, took a view that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in nature of penalty, then provisions of Section 74 of Contract Act, 1872 are attracted 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. So, it was held that 10% of the basic sale price is reasonable amount to be forfeited in the name of earnest money. Keeping in view, the principles laid down by the Hon'ble Apex court in the above mentioned two cases, rules with regard to forfeiture of earnest money were framed and known as Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, which provides as under-

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money

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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. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.8,24,230/- after deducting 10% of the sale consideration of Rs.23,42,484/- being earnest money along with an interest @ 11.10% 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 request for refund by allottee vide email dated i.e.,08.02.2022 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G. Directions of the authority.

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

- a) The complainant/promoter is directed to refund the paid-up amount i.e. Rs.8,24,230/- to the respondent/allottee after deducting 10% of the sale consideration being earnest money along with interest at the rate of 11.10% on such balance amount from the date of request for refund made by respondent/allottee vide email dated i.e.,08.02.2022 till its realization.

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HARERA
GURUGRAM

Complaint No. 8088 of 2022 and
5112 of 2023

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

26. The complaint stand disposed of.

27. File be consigned to registry.

Dated: 05.09.2024

(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory
Authority, Gurugram