

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

Complaint no.	:	4450 of 2023
Date of complaint	:	20.09.2023
Order pronounced on:		13.02.2025

1. Gagan Roop Sharma
2. Deeksha Sharma

Both R/o: T17/1102, The Close North, Nirvana Country,
Sector-50, Gurugram-122018.

Complainants

Versus

M/s Vatika Limited

Registered office: Vatika Triangle, 4th Floor, Sushant Lok,
Phase 1, Block -A, Mehrauli - Gurugram Road, Gurugram -
122002.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Anant A. Pavgi, Advocate

Complainants

Shri Anurag Mishra, Advocate

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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

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A. Project and unit related details.

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

Sr. No.	Particulars	Details
1.	Name of the project	"Town Square II", at Sector 82, Gurugram.
2.	Nature of project	Commercial complex
3.	Project Area	1.60 acres (326.032 acres total licensed area)
4.	DTCP license	113 of 2008 dated 01.06.2008 Valid upto 31.05.2018 71 of 2010 dated 15.09.2010 Valid upto 14.09.2018 62 of 2011 dated 02.07.2011 Valid upto 01.07.2024
5.	Name of the Licensee	M/s Vatika Limited
6.	RERA registered/ not registered and validity status	Registered Vide no. 40 of 2021 dated 10.08.2021 Valid upto 31.03.2022
7.	Unit no.	243, First Floor, Block-A (page no. 30 of complaint)
8.	Unit admeasuring	615 sq. ft. (super area) (page no. 30 of complaint)
9.	Date of execution of buyer agreement	31.05.2016 (page no. 28 of complaint)
10.	Possession clause	17.Handing over possession of the commercial unit. "The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the building/ said commercial unit within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in this agreement..." (Emphasis Supplied)

		(page 42 of complaint)
11.	Due date of delivery of possession	31.11.2020 [31.05.2020 + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020] (Note: The due date is calculated from the date of execution of buyer's agreement.)
12.	Total Sale Consideration [inclusive of BSP + PLC + EDC & IDC]	Rs.70,41,750/- (as per BBA at page no. 31 of complaint)
13.	Total amount paid by the complainant	Rs.22,37,157/- (as per SOA dated 05.03.2019 at page no. 63 of complaint)
14.	Occupation certificate	17.02.2022 (page 26 of reply)
15.	Intimation of possession	15.02.2019 (page no. 58 of complaint)
16.	Reminder to Intimation of possession	05.03.2019, 17.06.2019 (page no. 61 & 72 of complaint)
17.	Final opportunity for intimation of possession	12.03.2020 (page no. 78 of complaint)
18.	Objection raised by complainant on receipt of intimation of possession	12.03.2019, 26.06.2019, 17.08.2019 & 02.04.2020 (page no. 65 to 71, 74 to 77 & 80 of complaint)
19.	Request for refund by complainants	02.04.2020 (page no.80 & 81 of complaint)
20.	Notice for termination of unit	06.11.2020 & 03.02.2022 (page no. 84 & 87 of complaint)
21.	Letter for cancellation of unit	06.12.2022 (page no.18 of reply)

B. Facts of the complaint:

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

- a. The complainants have booked a commercial unit bearing no. RET 007-level 2 A1-243 Town Square-2 with the respondent for which a payment of Rs. 5,00,000/- was made by the complainants vide cheque no.879254 dated 25.12.2013 vide booking id 14-06-0168395.



- b. Thereafter, a payment of Rs.9,35,000/- & Rs.7,97,314/- were made by the complainant against the unit booked with the respondent vide cheque no. 879257 and 879258 respectively.
- c. Thereafter, a builder buyer agreement dated 31.05.2016 was entered between the parties for the purchase of the said unit being RET 007-level 2 A1-243 Town Square-2.
- d. Payment of VAT of Rs.4,843/- was made by the complainant on 04.03.2017 against the unit booked with the respondent vide cheque no. 008879.
- e. The complainants were informed of the possession vide letter dated 15.02.2019. The respondent vide said letter further demanded payment of balance of 65% to be paid on possession being Rs.60,61,986/-.
- f. That the respondent vide letter dated 05.03.2019 once again raised a demand of to be paid on possession being Rs. 60,85830/- immediately failing which the respondent threatened the complainants to cancel the allotment and forfeit the booking amount.
- g. That the complainants responded to the communication dated 15.02.2019 and 05.03.2019. Prior to the same the complainants visited the site of the respondent and to utter shock and dismay of the complainants, the building was found to be incomplete. The work was still going on and the iron rods were protruding at various places at the site. The building had no proper access and occupation at the site was a safety hazard. The same was communicated to the respondent along with the actual pictures of the site in the email dated 12.03.2019.
- h. That since the complainants did not receive any response to the queries raised, nor did the respondent ever show the occupation certificate and completion certificate to the complainants. The complainants were constrained to request the respondent for withdraw and refund of the

amount paid for the commercial unit at the site of the respondent vide email dated 02.04.2020.

- i. That the respondent, even after being requested for withdrawal and refund, unilaterally served notice of termination with threat to make payment within seven days of serving of notice dated 06.11.2020 and threat to forfeit the earnest money deposited by the complainants and terminate the allotment made to the complainants.
- j. That the complainants vide email dated 17.11.2020 once again requested the respondent to answer the queries of the Complainants.
- k. That the respondent sent an email dated 03.02.2022 along with a letter dated 03.02.2022 to the complainants regarding threat of termination of the booking if the remaining payment is not made within a period of seven days. After seven days booking automatically get terminated with immediate effect without any further notice.
- l. That in response to the above email the complainants sent two emails dated 03.02.2022 stating that no response to the queries was ever received by the complainants.
- m. That the complainants sent another email to the respondent requesting for refund of the amount paid to the respondent.
- n. That the complainants sent email dated 19.12.2022 and 22.12.2022 which were never received and replied by the respondent.
- o. That the complainants sent other emails dated 08.01.2023 and 25.04.2023 to the respondent stating that no response to the queries was ever received by the complainants.
- p. That the respondent failed to respond to the queries raised by the complainants despite sending several emails to the respondents with regard to the construction at the site of the respondent.

- q. That the respondent despite several requests failed to show the occupation certificate and the completion certificate to the complainants when requested for the same. That the act of the respondent clearly shows that there was no occupation certificate or completion certificate ever obtained by the respondent for the site when the first demand notice was raised to complainant on 15.02.2019.
- r. That the respondent despite not having obtained occupation certificate or completion certificate were forcing the complainants to take the possession of the unit even when the same was incomplete.
- s. That the respondent failed to respond to the requests of the complainants for the refund of the amount paid to the respondents despite several requests.
- t. That on the basis of the above it can be concluded that the respondent has miserably failed in completing above captioned project and in handing over the possession of the unit to the complainant in accordance with the agreed terms and has committed grave unfair practices and breach of the agreed terms between the parties.
- u. That no other complaint or legal proceedings are pending before any court of law or forum between the parties.
- v. That the cause of action for filing the present complaint is a subsisting and continuing one as the respondent have committed gross breach of their obligations of development of the project since December, 2013. Hence this complaint for delay possession charges and other compensations pertaining to the deficiency of the project.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s): -

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- i. That the refund of amount of Rs.22,00,000/- along with interest charges @18% p.a. compounded annually since April 2020 till date.
 - ii. That the compensation for an amount of Rs.5,00,000/- for mental agony and harassment being suffered right from the year 2013.
 - iii. That the litigation charges to the tune of Rs. 1,00,000/- towards this complaint.
 - iv. Pass such other or further order(s), which the Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.
5. 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) (a) of the Act to plead guilty or not to plead guilty.

D.Reply by the respondent.

6. The respondent contested the complaint on the following grounds: -
- a. That the complaint is liable to be dismissed as the complainants has come before this Hon'ble Authority, with unclean hands and has hidden facts with an attempt to mislead this Hon'ble Authority. The complainants have tried to mislead this Hon'ble Authority by false and frivolous averments.
 - b. That the "TOWN SQUARE-2" is a commercial complex project being developed by the respondent on the licensed land admeasuring 1.6Acres situated at Village Shikhopur, Tehsil- Manesar, Sector 82, Gurugram. It is submitted that the License No.113 of 2008 dated 01.06.2008, 71 of 2010 dated 15.09.2010, 62 of 2011 dated 02.07.2011, 66 of 2014 dated 15.07.2014 and approval of building plan and other approvals granted for the "TOWN SQUARE-2 Project" has been obtained by respondent and the construction whereof was started in terms thereof.

- c. That the Director Town and Country Planning Department, Haryana, Chandigarh (DTCP) had approved the zoning plan of the said commercial complex vide their memo no.5035 dated 13.01.2015.
- d. That after issuance of the allotment letter, the respondent had sent the builder buyer agreement to the complainant for signatures, however, the same was never returned by the complainants on time. And the respondent had issued repeated reminders to the complainant for execution of the said builder buyer agreement for more than one year.
- e. That it was only after multiple reminders by the respondent the builder buyer agreement was executed on 31.05.2016 and construction of the said commercial unit was completed within time and the possession of the said unit was offered by the respondent on 15.02.2019.
- f. That the complainants never came forward to take over the possession of the said commercial unit and therefore the respondent sent repeated reminders to the complainants never came forward to take over the possession of the said unit and therefore the respondent is not at all delayed in any manner whatsoever. But it is the complainants who are in violation of section 19 of the RERA Act, 2016.
- g. That after multiple reminders to the complainants to take over the possession the respondent sent letter dated 21.03.2020 as a final reminder to take over the possession of the said commercial unit but the complainant never come forward to take over the possession. The respondent still waited for the complainants to come forward and take over the possession of the said unit for almost 2 years even then the complainants did not complied with the same. Therefore, the respondent had no other option but to issued pre-termination dated 04.11.2022.

- h. That even after waiting for almost 30 days from the date of issuance of the said pre-termination letter as the complainants did not come forward to take over the possession of the said unit, the respondent issued termination letter dated 06.12.2022.
- i. Therefore, it is clear that the complainants had no intention to take over the possession of the said premises and make the balance payment along with interest and applicable holding charges as per the terms of the agreement executed between the parties. Thus, the respondent has timely and at multiple occasions have given reminders of payment to the complainants. However, the complainants failed to make the payment of the outstanding dues which resulted into termination of the said unit. The termination notice was duly received by the complainant and even after the same the complainant did not give a heed to revert and ask for restoration of the said unit. That the fact is that it is the complainants who are in violation of Sec. 19 of the RERA Act 2016.
- j. That the present is time barred as the offer of possession of the said commercial unit had already been offered to the complainant on 15.02.2019 i.e., over 4 years now however, instead of taking over the possession of the same the complainant is filing the present complaint after 4 years' time and thus the same is barred by limitation. It is amply clear that the complainant has filed the present complaint with the sole intention to extort money and to harass the respondent company.
- k. That it is submitted that the respondent has already received part occupancy certificate dated 17.02.2022 for the said project.
- l. That it is admitted position that the complainants have not made entire payment of the agreed sale consideration and has defaulted on making the payment of the same even after repeated reminders.

- m. It is therefore clear that as per the above provision it is respondent who is entitled to recover holding charges from the complainants and this Hon'ble Authority must grant the same to the respondent so that such frivolous complaints are not filed before this Hon'ble Authority and precious time of the tribunal is not wasted.
- n. That it may be pointed out that almost all the buyers of the Project had agreed for a payment schedule which is known as "payment plan". The pace of construction and timely delivery of apartments in a project where majority of buyers have opted for payment plan is solely dependent on timely payment of demand raised by the respondent. If the buyers of apartments in such projects delay or ignore to make timely payments of demands raised, then the inevitable consequence is the case of construction getting affected and delayed. However, the respondent has delivered the entire project on time and the same is fully functional and operational. In view of the above-mentioned facts and grounds, this complaint must be dismissed.
- o. That, it is evident that the entire case of the complainants is nothing but a web of lies, false and frivolous allegations made against the respondent.
- p. That the complainants herein, have suppressed the above stated facts and has raised this complaint under reply upon baseless, vague, wrong grounds and has mislead this Hon'ble Authority, for the reasons stated above. It is further submitted that none of the reliefs as prayed for by the complainants are sustainable before this Hon'ble Authority and in the interest of justice.
- q. The respondent craves leave of this Hon'ble Authority to file additional documents, if so required, for proper adjudication of the issues involved in the present complaint.
7. All other averments made in the complaint were denied in toto.

8. 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 based on these undisputed documents and submission made by the parties.

E. Written submission made by the respondent:

9. The counsel for the respondent has filled written submissions on 10.02.2025 and no additional fact apart from the complaint and reply have been states in written submission.

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

11. 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.

F. II Subject matter jurisdiction

12. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per flat buyer's agreement. 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 of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

13. 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.

G. Findings on the objections raised by the respondent:

G.I Objection with regard to recover the holding charges from the complainants.

14. The respondent/promoter raised the contention that as per buyer's agreement dated 31.05.2016, the respondent is entitled to recover the holding charges from the complainants. However, this issue already stands settled by the Hon'ble Supreme Court vide judgment dated 14.12.2020 in civil appeal no. 3864-3889/202, whereby the Hon'ble Court had upheld the order dated 03.01.2020 passed by NCDRC, which lays in unequivocal terms that no holding charges are payable by the allottee to the developer.
15. Thus, the respondent is not entitled to recover any holding charges from the complainants at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020

H. Findings on the relief sought by the complainants.

- H.I Direct the respondent to refund amount of Rs.22,00,000/- along with interest charges @18% p.a. compounded annually since April 2020 till date.**

H.II Pass such other or further order(s), which the Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.

16. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
17. In the present complaint, the complainants intends to withdraw from the project and are seeking refund as provided under the proviso to section 18(1) of the Act. Section 18(1) proviso reads as under.

"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"

18. The complainants claiming refund of amount paid to the respondent-promoter under the provision 18(1) of the Act, 2016. Though, after the request for refund from the complainant-allottee through letter and email dated 02.04.2020, the respondent-promoter failed to refund the amount paid by the complainants, failing which the complainants-allottees filed the present complaint and hence, the complainants-allottees are seeking for the refund with interest.
19. The complainants were allotted a residential floor bearing no.243, First floor, Block-A, having tentative super area 615 sq. ft., under construction linked payment plan and a builder buyer's agreement was executed

between the parties on 31.05.2016, on the above-mentioned unit. They had paid an amount of Rs.22,37,157/- (i.e.,32% of total sale consideration) against the total sale consideration of Rs.70,41,750/- (i.e., inclusive of BSP, PLC, EDC & IDC). As per clause 17 of the agreement, the respondent was required to complete the construction of the residential floor within a period of 48 months from the date of execution of this agreement. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 31.05.2020 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 30.11.2020 (including grace period). However, the complainants have placed a letter and email dated 02.04.2020 on page no. 80 & 81 of the complaint and sought refund of the paid-up amount with interest before the due date of possession which is reproduced as under for a ready reference: -

-----Original Message-----

From: Gagan Roop Sharma [gagangag12@yahoo.co.uk]

To: info@vaticagroup.com

Date: Thursday, 2 April, 2020 at 18:01 GMT+5:30

Dear sir,

... 8) **In such scenario, I would like to withdraw and look for refund.** It is more than one year now (letter dated 12/03/2019) when I had asked for your response but you kept on sitting decided not to ready and though of simply imposing yourself on me. Regards...

20. The respondent has raised a plea in its reply that the complainants have sought the relief of refund. The respondent submitted that the complainants are defaulter and have failed to make payment as per the agreed payment plan. Therefore, various demands, reminders and final opportunities were given to the complainants. Accordingly, the

complainants failed to abide by the terms of the builder buyer's agreement dated 31.05.2016 executed inter-se parties by defaulting in making payments in a time bound manner as per payment schedule.

21. As per clause 4 of the builder buyer's agreement dated 31.05.2016, the respondent /promoter have right to cancel the unit and forfeit the earnest money in case the allottee breached the terms and conditions of the flat buyer's agreement dated 31.05.2016 executed between both the parties. Clause 4 of the builder buyer's agreement dated 31.05.2016 is reproduced as under for ready reference.

"4. EARNEST MONEY

The Buyer has entered into this Agreement on the condition that 10% of the Total Sale Consideration (10% of TSC) of the said Unit shall be treated as Earnest Money to ensure fulfilment, by the Buyer, of the terms and conditions as contained in the application and this Agreement. The said Earnest Money shall be forfeited by the Developer in the event of the failure of the Buyer to perform his obligations of to fulfil any of the terms and conditions set out in this agreement and on occurrence of such failure, the Developer shall refund residual amount remaining after deducting Earnest Money and all non-refundable amounts (such as brokerage paid, service tax, other applicable tax, cess, duties, etc. charges for dishonour of cheque, interest on delayed payment etc.) to the Buyer without any interest of compensation of whatsoever nature."

22. The issue with regard to deduction of earnest money on cancellation of a 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 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."

23. So, keeping in view of 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, and 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 directed to refund the amount received from the complainants after deducting 10% of the sale consideration and return the remaining amount along with interest on such balance amount 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 surrender i.e., 02.04.2020 till

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

H.III. That the compensation for an amount of Rs.5,00,000/- for mental agony and harassment being suffered right from the year 2013.

H.IV That the litigation charges to the tune of Rs.1,00,000/- towards this complaint.

24. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

25. The complainants are seeking above mentioned relief w.r.t. compensation and litigation expenses. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

I. Directions of the authority:

26. 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/ promoter is directed to refund the paid-up amount of Rs.22,37,157/- after deduction of 10% of the sale consideration as earnest money along with interest on such balance amount at the rate

of 11.10% p.a. as prescribed under rule 15 of the Rules, 2017, from the date of surrender i.e., 02.04.2020 till its actual realization.

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

27. Complaints stand disposed of.

28. File be consigned to registry.

Dated: 13.02.2025



V.K. Goyal
(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM