

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

Complaint no.:
Date of decision:

1211 of 2024
21.05.2025

Karan Khanna
R/o:- 319, Block-B, Sushant Lok-1,
Gurugram, Haryana.

Complainant

Versus

M/s Clarika Infra Pvt. Ltd.
Registered Office at: ATS Tower, Plot no. 16,
Sector-135, Noida, Gautam Budh Nagar,
UP-201305.

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Prashant Sheoran (Advocate)

Complainant

Nitish Harsh Gupta (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 provision of the Act or the rules and regulations

made there under or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of the project	"Bonheur Avenue"
2.	Nature of project	Affordable Plotted Colony under DDJAY Scheme
3.	Location of the project	Sector-35, Village-Dhunela, Sohna Road, Gurugram, Haryana.
4.	RERA registered	Registered Vide registration no. 81 of 2022 Dated-12.09.2022
5.	DTCP License	Licence no. 16 of 2022
6.	Allotment letter	03.11.2022 (As on page no. 20 of complaint)
7.	Agreement For Sale	01.11.2022 [Note: There is no mention of the date in the Agreement, the date is taken from the E-Stamp paper] (As on page no. 21 of complaint)
8.	Plot no.	Basil-11, Block-Basil

		(As on page no. 20 of complaint)
9.	Plot Area	139.27 sq.mtrs (As on page no. 20 of complaint)
10.	Possession clause	Clause-7 POSSESSION OF THE PLOT 7.1 Schedule for possession of the said Plot: <i>The Promoter agrees and understands that timely delivery of possession i.e., September 2024 + 6 months of the Plot to the Allottee(S) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement.</i> <i>[Emphasis supplied]</i> (As on page no. 29 of complaint)
11.	Due date of possession	March 2025
12.	Sale consideration	Rs.1,74,28,120/- (As on page no. 24 of complaint)
13.	Amount paid	Rs.69,59,444/- (As per payment receipts)
14.	Completion certificate	18.06.2024 (As on page no. 59 of reply)
15.	Offer of possession	Not offered

16.	Final notice for termination of the plot sent by respondent	28.12.2023 (As on page no. 43 of reply)
17.	Termination of allotment	06.04.2024 (As on page no. 56 of reply)

B. Facts of the complaint:

3. The complainant made the following submissions in the complaint.

- I. That the complainant applied for the allotment of a plot in the project known as "Bonheur Avenue" being developed by the respondent in Sector 35, Village Dhunela, Sohna Road, Gurgaon. That the complainant made an initial payment of Rs. 17,25,995/- towards the sale consideration of the said plot, against two receipts of Rs.1,00,000/- and Rs.16,25,995/-.
- II. That in pursuance of said application, the complainant had been allotted a plot no. Basil 11 having area of 139.27 sq meters in the said project, vide allotment letter dated 03-11-2022. Thereafter, an agreement for sale of the said plot was executed between parties on 23.11.2022 and the same was duly registered before the joint Sub-registrar Sohna vide Vasika no. 8713 dated 23-11-2022.
- III. The total price for the said plot was agreed as Rs.1,74,28,120/- excluding GST, taxes. The complainant had booked the said plot through the authorized channel partner of the respondent and had initially opted for a payment plan annexed with agreement to sale as Schedule -C.
- IV. The following payments were made by complainant from time to time towards the sale consideration of the said unit:



<i>Sr. No.</i>	<i>Amount</i>	<i>Date</i>	<i>Annexure</i>
A.	Rs. 17,25,995	17-10-2022	C1 & C2
B.	Rs. 5,900	18-11-2022	C5 (Colly)
C.	Rs. 17,25,552	25-11-2022	C5 (Colly)
D.	Rs. 17,25,995	03-02-2023	C5 (Colly)
E.	Rs. 17,25,995	08-05-2023	C5 (Colly)
F.	Rs. 33,633	25-05-2023	C5 (Colly)
G.	Rs. 16,817	25-05-2023	C5 (Colly)

- V. That subsequent to the execution of the agreement of sale, the complainant and the respondent agreed to change the payment plan. That a letter dated 04.04.2023 along with a cheque of Rs.17,25,995/- was submitted by the complainant to the respondent with a request to change the payment plan from earlier agreed plan to a new plan of payments to be made in the proportions of 40:60, wherein 60% was to be demanded on offer of possession.
- VI. Further request was made to waive off interest on delayed payment (if any). The said request was accepted by the respondent vide email dated 12.04.2023 and the respondent confirmed that payment plan will be 40:55:5 wherein 55% will be demanded on valid application of occupation certificate/completion certificate and remaining 5% will be demanded on offer of possession.
- VII. That other than the said condition, the other requests as mentioned in letter dated 04.04.2023, were duly admitted by the respondent, as the respondent never objected to/ modified or countered the other requests which were made by the complainant. That along with letter, the respondent accepted a cheque of Rs.17,25,995/-.
- VIII. That thereafter on 12.04.2023, the respondent accepted new payment plan and accordingly encashed the cheque of

Rs.17,25,995/-. It is pertinent to mention here that the complainant had already paid 40% of the sale consideration and it was assured by the respondent that it will not charge any interest. It is submitted that since payment plan was mutually modified by parties thus thereafter, the respondent has no right to charge interest on the basis of earlier agreed payment plan.

- IX. That on 26.06.2023 the respondent raised a demand letter wherein it was mentioned that an amount of Rs.26,14,218/- was due since 03.02.2023 and an amount of Rs.8,88,667 was due from 10.04.2023. That if any of the demands mentioned (in the letter) were due or delayed then in such an event, the respondent shall waive off interest on delayed payment only to the extent of 50%, as accrued till 10.04.2023. That the above-mentioned demand letter is factually incorrect and legally untenable. It is submitted that when a new payment plan was agreed upon between the parties then, in that case the respondent was not left with any right to claim any amount due, towards interest or otherwise, prior to 12.04.2023 and no future demands could be made either till the application of a valid completion certificate. Furthermore, the respondent had already agreed for waiver of hundred percent of the interest, if any. Thus, the said demand letter was, clearly, untenable in the eyes of law.
- X. That even otherwise no such demand letters were ever raised by the respondent as mentioned in the demand letter dated 26.06.2023. Even no such work was done at the spot as mentioned in the demand letter, thus even otherwise the respondent could not

have demanded such amount. It is submitted that the respondent vide official emails kept on updating the work progress.

- XI. That the respondent has failed to achieve the landmark for the demand as mentioned in earlier payment plan and for this reason, the complainant and the respondent had mutually agreed to change the payment plan. That as per agreed plan, the respondent could have raised 55% of the balance amount only upon a valid application for OC/CC after completion of all the pending work in the plotted colony. That the respondent failed to achieve the milestone, wherein it can apply for completion certificate and the same is proved from the architect certificate of respondent itself, submitted before the Authority on 31.12.2023, wherein the respondent itself admits the fact that the project is far from completion and several basic yet important services / facilities are yet to be completed. That few services have not even been started as certificate itself says 0% and most of the services/infrastructures are not even near to completion.
- XII. That such malpractice on the part of respondent in itself proves the fact that said illegal request of completion certificate was just a hoax and method to extort money from allottees illegally. That in order to cheat the allottees of the project, the respondent on 21.06.2023 sent a letter to the Director Town & Country planning Haryana, requesting it to issue completion certificate for the project in question. It is submitted that as per the directions of the DTCP, the respondent failed to file a valid application for obtaining completion certificate and thereafter raised an illegal demand letter

dated 26.06.2023 to the complainant demanding an amount of Rs.8,721,321/-.

- XIII. That after receiving the above stated demand letter, the complainant kept on issuing mails to the respondent and objecting about the said demand. However, the respondent refused to answer any query of the complainant and kept on raising illegal demands. Vide email dated 16.02.2024, the respondent threatened to cancel the allotment of the complainant, thus the complainant deemed it appropriate to file present complaint before the Authority.
- XIV. That the said demand letter was mischievously issued by respondent, just in order to create false circumstances to levy interest. It is submitted that the said demand letter is absolutely illegal and against the agreed terms and condition between the parties. It is submitted that even an amount of Rs.26,14,218/- was wrongly demanded against the stage of "application of obtaining OC/CC" as the respondent never applied for CC/OC on prescribed format before the DTCP and merely issued a letter qua grant of completion certificate does not provides any right to respondent to raise any demand.
- XV. That the complainant is and has always been ready and willing to perform his part of the agreement by making payment but subject to condition that the respondent first performs its part and applies for certificate qua completion; validly before DTCP after making all the necessary compliances as required mandatorily by DTCP .
- XVI. That by means of the present complaint, complainant requests the Authority to direct the respondent to perform its part of the contract and handover the actual physical possession of the said

plot to complainant, after completion of work at the site and after obtaining completion certificate and further direct the respondent to stop demanding any such amount without fulfilling its part of contract.

C. Relief sought by the complainant:

4. The complainant has filed the present complaint for seeking following reliefs:
 - i. Direct the respondent to handover possession of plot after obtaining completion certificate.
 - ii. Set-aside illegal demand letter demanding Rs.87,21,321/-.
 - iii. Restrain the respondent for claiming/issuing further demands till the respondent applies for valid completion certificate after 100% of work at the project.
 - iv. Restrain the respondent from cancelling allotment of the complainant and if in the meantime i.e during pendency of the complaint , after registration of complaint or any time prior to filing of complaint , the allotment has/had been cancelled then to set aside cancellation.
5. On the date of hearing, the Authority explained to the respondent /promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent:

6. The respondent has contested the present complaint on the following grounds:
 - I. That the complaint is a conniving attempt to arm twist the respondent by misusing provisions of the Act, 2016 in order to

wrongfully gain at the cost of the respondent. Pertinently, the complainant in order to shy away from paying the outstanding dues as per the payment plan agreed, had filed the present complaint. It would not be out of place to mention herein that the Authorities had granted the Completion Certificate on the application filed by the respondent in June 2023 and as such the ground of non-payment of outstanding dues by the complainant does not stand. Therefore, the present complaint is liable to be dismissed in limine with exemplary cost upon the complainant.

- II. That the respondent is a company developing a Plotted Colony namely 'Bonheur Avenue', situated at Sector 35, Village Dhunela, Sohna Road, Gurgaon. The complainant on his own free will and consent had approached the respondent for allotment of a 'Dwelling Unit' in said project.
- III. At the time of submitting the application, the complainant was allotted 'Dwelling Unit No. Basil 11, in admeasuring 167 sq. yd., at total sale price of Rs.1,74,34,020 vide allotment letter dated 03.11.2022. That the booking of the dwelling unit was made through the real estate agent in name and style of T and T Realty Private Limited.
- IV. That an Agreement to Sale was executed between the complainant and the respondent on 03.11.2022 wherein it was agreed between the parties that timely payment is the essence in terms of contractual obligations of the complainant. As per the Agreement, the possession of the said unit was to be handed over to the complainant by September 2024 along with 6 months grace period towards force majeure events.

- V. As per the payment plan opted by the complainant an amount of Rs.52,79,330/- became due, till march 2023. In view of the same, the respondent vide correspondences dated 16.02.2023 and 24.03.2023, reminded the complainant of his liability towards the respondent in order to secure timely possession of the said unit. However, the complainant under his high headedness ignored the same and miserably failed to make the payment.
- VI. That the respondent left with no other option but to issue a final termination notice dated 31.03.2023. Upon receipt of the final termination notice dated 31.03.2023, the complainant sent request vide letter dated 04.04.2023, for change of payment plan owing to the financial difficulties faced by him. The respondent accepted the same and changed the payment plan of the complainant to 40:55:5. It was specifically agreed that after payment of 40% of the total sale consideration another 55% was to be paid at the time of the application of OC/CC and rest 5% was to be paid at the time of possession.
- VII. As per the Agreement dated 03.11.2022, the complainant was required to pay the due installments as per the payment schedule, in respect of the said Dwelling unit, however the payment schedule was never adhered to by the complainant. As per clause 9.3 of the agreement to sell dated 03.11.2022, if the allottee fails to make the payment of the two consecutive installments he/she shall be liable to pay interest and in case allottee remains at default after period of 90 days from the date of receipt of the Notice, the promoter shall be at liberty to cancel the unit.

- VIII. That the respondent filed an application for grant of OC/CC to the DTCP, Haryana on 23.06.2023. Since, milestone of Application of OC/CC was achieved by the respondent in a time bound manner, the respondent issued Demand letters and reminder notices to the complainant for making payment of due installment of 55% of the total sale consideration as per the subsequent payment plan opted by the complainant. However, the complainant miserably failed to make the payment of the due amount, which was to be paid at the time of the application for OC/CC.
- IX. That in order to cover up his wrong doings, the complainant has levelled baseless and hoax allegations qua the application of OC/CC, filed by the respondent. It is pertinent to mention herein that pursuant to the submission of letter by the respondent for grant of OC/CC, inspection were carried out by the Department on 11.01.2024 whereby it was confirmed that all the services had been laid down by the respondent.
- X. That the respondent further points out that the defects pointed out by the complainant does not concern the "Plotted Colonies". In order to protect the interest of the complainant, the respondent again issued a demand letter dated 17.10.2023, thereby calling upon the complainant to make the entire due payment. However, the complainant miserably failed to meet the demand towards the respondent.
- XI. That since the complainant failed to make the payment of the due amount, the respondent again issued various reminders dated 24.11.2023 and 15.12.2023 in order to avoid unnecessary dispute.

However, the complainant again ignored the aforementioned reminders issued by the respondent.

- XII. That the complainant chose to ignore all the opportunities granted by the respondent. The respondent was constrained to issued Final Notice dated 29.12.2023 for termination of the allotment due to non-payment of the due amount as per the liabilities enshrined under the payment plan opted by the complainant. Thus, in furtherance of the clause 9.3 of the Agreement, the respondent issued cancellation notice dated 09.04.2024, due non-payment of the due amount.
- XIII. Pertinently the allegation levelled by the complainant qua the application of OC/CC, are made just to mislead and cover up his faults. Owing to the fact that CC of the project has been procured by the respondent, allegation so levelled are liable to be dismissed at the very threshold.
7. 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 these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

8. 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

As per notification no. 1/92/2017-DTCP 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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per 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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

9. 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.
10. 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) RCR (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."

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

F. Findings on the reliefs sought by the complainant

- F.I. Direct the respondent to handover possession of the plot after obtaining the completion certificate.**
- F.II. Set aside the illegal demand letter demanding Rs.87,21,321/-.**
- F.III. Restrain the respondent from issuing further demands till the respondent applies for valid completion certificate after 100% work at the project.**
- F.IV. Restrain the respondent from cancelling the allotment of the complainant and if in the meantime i.e. during the pendency of the complaint, after registration of the complaint or any time prior to filing of the complaint, the allotment had been cancelled then to set aside the cancellation.**

12. The above said reliefs are interconnected and thus are being dealt together. In the present complaint, the complainant intends to continue with the project and is seeking possession of the subject unit and setting aside of the cancellation of the allotment, if any.
13. In the present complaint, the complainant submitted an application for the provisional allotment of a plot in a affordable plotted colony being developed by the respondent namely "Bonheur Avenue," under the the provisions of the Deen Dayal Jan Awas Yojna Policy, 2016 (DDJAY Scheme") located at Sector-35, Village-Dhunela, Gurugram. An allotment letter was issued in favor of the complainant on 03.11.2022, and they were allotted a plot bearing no. Basil-11, having area of 139.27 sq. mtrs.
14. The Agreement For Sale was executed between the complainant and the respondent on 01.11.2022 (As per the stamp paper date, as no date is mentioned in the Agreement). As per clause 7 of the Agreement dated 01.11.2022, the respondent undertook to handover possession of the unit by September 2024 + 6 months .Thus, the due date of handing over of possession comes out to be March 2025. The Sale consideration of the subject plot was Rs.1,74,28,120/- . As per the submissions of the complainant, the earlier payment plan was in the ratio of 40:60 i.e., 40 % on booking and 60% on offer of possession. Thereafter, on the request of the complainant, the above said payment plan was changed and it was agreed at 40:55:5 i.e., 40% on booking, 55% on application for OC and 5% on possession and the same is evident from the email of the respondent whereby the said arrangement was confirmed by the respondent. (Annexure C-7 on

page no. 47 of complaint). Till date the complainant has paid an amount of Rs. 69,59,444/- to the respondent.

15. The respondent has made a demand for the due installment from the complainant which was payable on the stage of "Application of Occupation Certificate/Completion Certificate". The complainant has stated that the stage was wrong as the respondent could only make the demand on a valid application for OC/CC after completing all the pending work in the colony. The respondent failed to achieve the milestone, wherein it can apply for completion certificate and the same is proved from the architect certificate of the respondent itself, submitted before the Authority on 31.12.2023, wherein the respondent admitted the fact that the project is far from completion and several basic services/facilities are yet to be completed. The respondent made the application for issuance of completion certificate to the DTCP on 21.06.2023, in order to extort money from the allottees of the project. Further, the complainant stated that merely because the respondent has made an application for issuance for completion certificate, the same does not in itself or ipso facto, fulfils the condition of valid application for Completion Certificate. Thereafter, the complainant on receiving the demand letters kept on issuing mails to the respondent and objected about the said demand. However, the respondent did not answer any of the mails.
16. The respondent in its reply stated that as per the initial payment plan, Rs.52,79,330/- became due till March, 2023. In view of the same, the respondent vide correspondences dated 16.02.2023 and 24.03.2023, reminded the complainant of his liability, but the complainant ignored the same and miserably failed to make the payment. The respondent,

left with no other option issued a final termination notice dated 31.03.2023. upon receipt of the notice dated 31.03.2023, the complainant sent a request vide letter dated 04.04.2023, for change of payment plan owing to financial difficulties faced by him and the said request was accepted by the respondent and the payment plan was changed to 40:55:5. It was agreed that after payment of 40% of the sale consideration, another 55% was to be paid at the time of application of OC/CC and the rest 5% was to be paid at the time of possession. The respondent filed an application for grant of OC/CC to the DTCP, on 23.06.2023. Since, the milestone of "Application of OC/CC" was achieved, the respondent issued demand letters and reminder notices to the complainant for making payment of the due installment. However, again the complainant failed to make the payment. That the respondent issued several reminders to the complainant dated 24.11.2023 and 15.12.2023 issued a "Final Notice For Termination Of the Allotment" on account of nonpayment of the due amount. In Furtherance of Clause 9.3 of the Agreement, the respondent issued a cancellation notice dated 09.04.2024. The respondent obtained the Completion Certificate from the competent authority for the project on 18.06.2024.

17. After considering the documents on record and the submissions made by the parties, the Authority observes that the complainant requested the respondent to change the payment plan from 40:60 to 40:55:5 and the same was accepted by the respondent. After the payment of the 40% of the sale consideration, the next stage for issuing demand was on the "Application for the Occupation Certificate/Completion Certificate" as is evident from the E-mail dated 12.04.2023 of the

respondent on page no. 47 of the complaint. The application for issuance of Completion Certificate was made by the respondent to the DTCP on 26.06.2023 as evident from the Completion Certificate itself. The same is reiterated below:

" Subject: Grant of completion certificate in respect of licence no. 16 of 2022 dated 09.03.2022 granted for development of an Affordable Residential Plotted Colony under DDJAY policy dated 08.02.2016 on land measuring 9.025 acres in the revenue estate of Village Dhunela, Sector-35, Sohna District Gurugram.

Please refer to your application dated 26.06.2023 & subsequent letter dated 30.04.2023 the subject cited above".

[Emphasis supplied]

18. The Authority is of the considered view that the demand was raised by the respondent at the appropriate stage. However, the complainant failed to fulfil his corresponding obligation i.e., timely payment of the outstanding dues. The cancellation of the complainant's allotment was done by the respondent in accordance with due process, and the Authority finds no evidence of mala fide intent or procedural irregularity on the part of the respondent. Accordingly, the cancellation of the allotment is upheld. The respondent is directed to refund the amount paid by the complainant, after deducting the earnest money in accordance with the terms of the agreement.
19. In this case, refund can only be granted after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 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 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"

20. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is liable to refund the paid-up amount of Rs.69,59,444/- after deducting 10% of the sale consideration of Rs.1,74,28,120/- 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 cancellation i.e., 06.04.2024 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G. Directions of the Authority:

21. 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) of the Act.
- The respondent/promoter is directed to refund the paid-up amount of Rs.69,59,444/-, after deducting 10% of the sale consideration being earnest money along with interest on such balance amount at the rate of 11.10% as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from 06.04.2024 till its actual realization.
 - 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.

22. Complaint stands disposed of.
23. File be consigned to the registry.

Dated: 21.05.2025



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

