

## BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	943 of 2024
Date of complaint:	20.03.2024
Date of decision:	25.04.2025

Mr. Devender Kumar Yadav **R/o:** 172, Chhoti Patti, Village Paprawat, Delhi

Complainant

Versus

M/s Landmark Apartment Pvt. Ltd. **Regd. Office at**: - A-11, Chittranjan Park, New Delhi-110019.

**CORAM:** Shri Vijay Kumar Goyal

APPEARANCE: Shri Arun Sharma (Advocate) Shri Amarjeet Kumar (Advocate)

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 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*.

Respondent

Member

Complainant Respondent



# A. Unit and project related details.

2. 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:

S.No.	Particulars	Details
1.	Name and location of the project	"Landmark The Residency", Sector-103, Gurugram, Haryana
2.	Nature of the project	Residential
3.	DTCP license no.	33 of 2011 dated 16.04.2011 Valid up to 15.04.2026
4.	RERA Registered/ not registered	Not Registered
5.	Allotment Letter in favour of the original allottee i.e., Dinesh Singh	28.11.2011 [Page 39 of reply]
6.	Complainant is the 1 <sup>st</sup> subsequent allottee and endorsement was made in favour of the complainant on	10.12.2013 [Page 24 of complaint]
7.	Unit No.	B-94, 9 <sup>th</sup> floor
		[Page 41 of complaint]
8.	Unit area admeasuring	1350 sq. ft
	Cor the	[Page 41 of complaint]
9.	Date of execution of plot buyer's agreement executed between the complainant and the respondent	10.02.2014 [Page 27 of complaint]
10.	Possession clause	10.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT The Developer/Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building / said Apartment within a period of Four years (48 months) from the date of execution of this AgreementThe Intending Allottee(s) agrees and undertakes that the company shall be entitled to grace period of six months for the purpose of fit-outs and a further period of six months on account of grace over and above the period more



	2	particularly specified here-in-above. [Page 56 of complaint]
11.	Due date of possession	10.02.2019 (Including grace period of 12 months)
12.	Basic sale price	Rs.45,52,500/- [Page 45 of complaint]
13.	Total sale consideration	Rs.58,73,000/- [Page 45 of complaint]
14.	Amount paid	Rs.42,04,597/- [As alleged by the complainant]
15.	Demand letters	10.09.2017,23.10.2017,04.09.201930.09.2020,[Page 91 - 93 & 98 of reply]
16.	Occupation certificate	25.09.2020 [Page 95 of reply]
17.	Final reminder/offer of possession dated	12.11.2020 [Page 97 of reply]
18.	Reminder for offer of possession	15.03.2021 [Page 99 of reply]
19.	Demand letters and reminders	18.02.2022, 16.05.2022, 15.06.2022 05.07.2022, [Page 100-105 of reply]
20.	Final reminder dated	18.08.2022 [Page 106 of reply]

## B. Facts of the complaint:

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- 3. The complainants have made the following submissions:
  - That the complainant came to know about the said project namely "LANDMARK THE RESIDENCY" at Sector 103, Gurugram, Haryana, of through various advertisements published by the respondents for the purpose of promotion in various newspapers.
  - ii. That thereafter Mr. Dinesh Singh (Hereinafter referred to as 'Original Allottee') had booked one unit in the said project in the month of January, 2011 and had paid an amount of Rs. 2,00,000/- as booking

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amount on 10.01.2011. He was then allotted a residential 2 BHK unit bearing no. B-94, 9th Floor, admeasuring 1350 sq. ft.

- iii. That after one year, Mr. Dinesh Singh sold the above unit to the complainant and the endorsement was done in favour of the complainant by the respondent on 10.12.2013. That till 10.11.2014, a total amount of Rs. 42,04,597/- was paid by the complainant to the respondent and on 10.02.2014 a builder's agreement was entered between the parties for a total consideration of Rs. 58,73,000/-.
- iv. That after paying almost more than 70% of the entire sale consideration, when the complainant inspected the site of the project and found that construction was not completed as per the construction link plan and the amount was arbitrarily collected by the respondent in their earlier raised demand, but being the bona-fide purchaser, the complainant paid the raised demand amount in the pressure of heavy penalties of the interest over the due amount demanded by the respondent.
- v. That the respondent after collecting the huge amount from the complainant against the allotted flat, suddenly raised the arbitrary demand of an amount Rs. 15,54,929/- on 16.05.2022. It is important to mention over here that the respondent had sent the demand notice without obtaining the occupation certificate and without completing the construction as promised and there was no possibility of giving the possession of the unit anytime soon. When the complainant called the office of the respondent and asked about the said demand letter which was not as per the payment plan, they failed to justify the demand letter.
- vi. That the respondent was bound to handover the possession of the unit to the complainant within 48 months period from the date of BBA.



Although the possession of the unit was due on 10.02.2018 but the same has not been delivered till date. The respondent has failed to handover the possession till date and respondent company at the same time has been enjoying the money paid by the complainant, even though, the complainant has been devoid of the possession of the unit which makes losses to the complainant.

- vii. That even after the delay of 72 months, the construction on the site is not completed yet and only the structure is laying there on the site. That the respondent company has never provided any reason to the complainant for the delay in the construction of the tower. The respondent company has not cited any force majeure conditions which had affected the construction of the unit. The possession of the unit was due on 10.02.2018 but till date the same has not been delivered. It is pretty obvious that no *force majeure circumstances* have affected the construction of the unit/tower rather the delay has been due to the deliberate negligence on the part of the respondent company and nothing else.
- viii. That respondent company has been causing harassment and mental agony to the complainant. Firstly, it failed to deliver the possession of the unit since Feb, 2018 and on the other hand, it has been raising illegitimate demand for the final demand which is clearly an attempt to extort more money from the complainant.
- ix. That the provisions of the buyer agreement in relation to the compensation are unilateral and lopsided in nature and they should not be read in while deciding the amount of compensation for the complainant. While the respondent company is entitled to charge 18% on the delay payment, the complainant has not been provided with any realistic right to demand compensation. Also, the agreement executed



between the parties was totally one-sided and unilateral favoring entirely the respondent company. In the case of *Pioneer Urban Land and Infrastructure Limited versus Govindan Raghavan* bearing Civil Appeal No. 12238/2018, the Hon'ble Apex Court after going through one such one sided agreement had held that "*The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2 (r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the Builder*".

- x. The complainant is aggrieved, since there has been delay of more than 72 months. However, despite such delay, the complainant is ready to take the possession of the unit along with complete amenities subject to the respondent company delivering the same along with compensation to the complainant for the huge delay in delivery.
- xi. That complainant undertakes to pay balance outstanding amount (if any as per terms of agreement) against the allotted unit after adjusting the delayed interest penalized by the respondent company and after adjusting the recompense for delayed possession subject to the allotment of the unit. Hence, this complaint.
- C. Relief sought by the complainants:
- 4. The complainants are seeking the following reliefs:
  - Direct the respondent to deliver the possession of the subject unit along with complete amenities and delayed possession charges at @ 18% p.a. interest from the promised date of delivery till the actual delivery of possession to the complainant.
  - ii. Direct the respondent to execute the sale/conveyance deed in favour of the complainant as per section 11(4)(f) of the Act in a time bound manner.



- iii. Direct the respondent to make the payment of the monthly interest as installment until the actual delivery of the possession of the unit to the complainant, in the interest of justice.
- iv. Any other orders/directions which this Hon'ble court may deem fit and appropriate may also kindly be passed in favour of the complainant, in the interest of justice.
- 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 has contested the complaint on the following grounds by way of filing reply dated 29.05.2024:
  - That in the year 2011, one Mr. Dinesh Singh booked a residential unit with the respondent in one of its projects namely "Landmark The Residency" located at Sector 103, Gurgaon, Haryana. On 10.01.2011, he filed the Application form for allotment and after making requisite payments, vide letter dated 28.11.2011, he was provisionally allotted 2 BHK residential unit admeasuring 1350 sq. ft., bearing Unit No.B-94, 9<sup>th</sup> Floor in the subject project.
  - ii. That on 18.10.2013, Mr. Dinesh Singh sold the said unit to Mr. Devender Kumar Yadav (complainant) and requested the respondent to transfer the said unit in the name of the complainant. Thereafter, the respondent on 10.02.2014 executed a buyer's agreement with the complainant in respect to the said unit. It is imperative to mention here that the complainant since inception never made timely payments of the instillments and it was the respondent who use to time and again issue notices and reminder letters.



- iii. That despite delayed payments made by the complainant, the respondent vide letter dated 11.12.2018 issued a letter to the complainant intimating the complainant that the subject unit is almost ready for possession and the respondent is in the process of the finalizing the handing over of possession and requested the complainant to deposit the pending due against the said unit.
- iv. That as the complaint neither approached the respondent nor deposited its dues, the respondent issued a reminder letter dated 04.09.2019 again requesting the complainant to clear its outstanding dues and to take the possession of the said unit. However, the complainant miserably failed to deposit the due and to take the possession of the said unit.
- v. That as per the terms of the BBA, the possession of the unit allotted to the complainant was supposed to be delivered within in 48 months with 1 year of grace period i.e. total 60 months. i.e. 10.02.2019. That despite force majeure conditions, the respondent has completed the construction of the project almost within the agreed time limit and occupancy permission from the competent authority was duly applied on 23.04.2019 and the OC was received on 25.09.2020. The respondent immediately upon receipt of the OC and in continuation of the earlier demands/possession issued a letter/reminder to the complainant for taking the possession of the unit and also for clearing the upstanding dues, however in vain. As the complainant neither responded to the said letters not deposited the due, the respondent was constrained to issue several intimation letters/Request letters dated 30.09.2020, 15.03.2021, 18.02.2022, 16.05.2022, 15.06.2022, 05.07.2022.

vi. That as the after several request and demand letters as the complainant neither approached the respondent nor deposited the



dues, the respondent issued final demand notice dated 18.08.2022, wherein it was specifically held by the respondent that if the complainant fails to deposit the dues of the respondent within a period of 7 days from the receipt of the letter, the unit allotted to the complainant will automatically get cancelled. As the complainant despite numerous requests neither deposited the dues nor took possession of the said unit, the respondent cancelled the said unit. Thus, it is submitted that the present complainant is liable to be dismissed as the complainant seized to be an allottee.

- vii. That the complainant has purposely not disclosed the fact that the unit already stands cancelled and the complainant has no right over the said unit. Thus, the relief qua delayed possession charges and possession of the unit is misconstrued. In the present case, the complainant has failed to clear the dues despite repeated remainders and thereafter also failed to take possession of the unit for almost 2 years after receipt of the OC. Thus, the complainant themselves have failed to follow the provisions/ obligation under section 19 of the Act and in which case they cannot challenge the cancelation of the unit.
- 7. All other averments made by the complainant were denied in toto.
- 8. Written submissions filed by the respondent and complainant is also taken on record and considered by the authority while adjudicating upon the relief sought by the complainant. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.
- E. Jurisdiction of the authority.
- 9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

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### E.I Territorial jurisdiction

10. 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

11. 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) The promoter shall-

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

12. 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.

# F. Findings on the relief sought by the complainants

- F.I Direct the respondent to deliver the possession of the subject unit along with complete amenities and delayed possession charges at @ 18% p.a. interest from the promised date of delivery till the actual delivery of possession to the complainant.
- F.II Direct the respondent to execute the sale/conveyance deed in favour of the complainant as per section 11(4)(f) of the Act in a time bound manner.



- F.III Direct the respondent to make the payment of the monthly interest as installment until the actual delivery of the possession of the unit to the complainant, in the interest of justice.
- 13. The abovementioned reliefs are dealt together as being interconnected.
- 14. Briefly stated the facts are that a unit no. B-94, 9<sup>th</sup> floor admeasuring 1350 sq. ft. (super area) was allotted to the complainant in the project "Landmark The Residency" situated at Sector 103, Gurugram vide allotment letter dated 28.11.2011 in favour of the original allottee. The subject unit was endorsed in favour of the complainant on 10.12.2013. The complainant through instant complaint submitted that the project has been delayed and has not been handed over within the stipulated time. However, the respondent never gave any update regarding the delay in handing over. Therefore, the complainant has approached the authority through present complaint seeking aforesaid reliefs.
- 15. On the other hand, the counsel on behalf of the respondent submitted that occupation certificate has been obtained from the competent authority on 25.09.2020 and offer of possession was made on 15.03.2021 but the complainant failed to pay the outstanding dues even after giving multiple reminders on 18.02.2022, 16.05.2022, 15.06.2022, 05.07.2022 and 08.08.2022. Hence, the unit of the complainant has already been cancelled due to non-payment of outstanding dues and third-party rights have already been created on the said unit hence relief of DPC is misconstrued.

In view of the factual matrix of the present case, the question posed before the authority is whether the cancellation is valid in the eyes of law?

16. On consideration of documents available on record and submissions made by both the parties, it is evident that the complainant was allotted above mentioned unit for a sale consideration of Rs.58,73,000/-. Upon examining the documents submitted by both parties, the Authority observes that the complainant has made payment of Rs.45,52,500/- in the following manner



i.e., Rs. 2,00,000/- on 10.01.2011, Rs. 2,26,000/- on 14.02.2011, Rs.6,38,000/- on 13.05.2011, Rs.4,24,375/- on 01.02.2012, Rs.11,03,520/- on 18.10.2013, Rs.2,06,252/- on 07.01.2014 Rs.3,83,998/- on 20.02.2014, Rs.3,62,625/- on 28.04.2014, Rs.2,27,625/- and Rs. 2,27,625/- on 10.11.2014. It is evident from above that the complainant has made payments only up to 10.11.2014. Thereafter, the respondent company has sent various demand/reminder letter on 10.09.2017, 23.10.2017, 04.09.2019, 30.09.2020, 18.02.2022, 16.05.2022, 15.06.2022 and 05.07.2022. However, the complainant has failed to make payment despite various demands/reminders by the respondent.

- 17. Vide written arguments, the complainant is denying the receipt of all the communications. Upon the perusal of the documents, it is observed that postal receipt in respect of the aforesaid letters has been attached by the respondent and as per Section 27 of the General Clauses Act, 1897, a notice is deemed to be served/delivered when sent by Registered Post unless the contrary is proved by the addressee. In the present case, the complainant herein has failed to prove the same. Further, in the case of *Parimal Vs. Veena @ Bharti* (2011) 3 SCC 545, the Hon'ble Supreme Court after considering large number of its earlier judgments in Greater Mohali Area Development Authority & Ors. Vs. Manju Jain & Ors., AIR 2010 SC 3817 held that in view of Section 114(f) of Evidence Act read with Section 27 of General Clauses Act, 1897, there is a presumption that the addressee has received the letter sent by registered post.
- 18. Further, despite several requests and demand letters, the complainant neither contacted the respondent nor deposited the outstanding dues. Consequently, the respondent issued a final demand notice dated 18.08.2022, expressly stating that if the complainant failed to pay the dues within seven days of receiving the notice, the unit allotted to him would stand



automatically cancelled. The relevant para of the letter dated 18.08.2022 are

### reproduced as under:

"Though the Company is entitled for immediate cancellation/termination of the allotment of apartment and forfeiture of the amounts as aforesaid, as a goodwill gesture in view of our long-standing relationship, without prejudice to any of our rights and entitlements, we have decided to accord you the last and final opportunity to remit the overdue payments along with the applicable interest, as indicated below, within 7 (seven) days from the date of this letter. Please appreciate that in case you fail to clear the entire outstanding within the given time, the Company shall be left with no option but to cancel the booking/ allotment of the apartment without any further notice to you.

Kindly note that **upon cancellation of allotment of the apartment in the manner provided above, all your rights, interest and entitlements in the apartment shall conclude and the Company shall be free to deal with the apartment in any manner as it may deem fit and proper**."

19. As per clause 4 of the buyer's agreement, the respondent/promoter has a

right to cancel the unit in case the allottee has breached the agreement to sell

executed between both the parties. Clause 4 of the buyer's agreement is

reproduced as under for a ready reference:

#### **"4. EARNEST MONEY**

The intending Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him, her for the said Apartment and the reserved parking space allotted to him/her, the Developer/Company shall treat 15% (Fifteen Percent) of the Basic Sale Price as earnest money to ensure fulfillment, by the Intending Allottee(s), of the terms and conditions as contained in the application and this Agreement.

The Intending Allottee(s) hereby authorizes the Developer/Company to forfeit out of the amounts paid / payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a nonrefundable nature including brokerage paid by the Developer/Company to the brokers in case of booking is done through a broker in the event of the failure of the Intending Allottee(s) to perform his / her obligations or fulfill all the terms and conditions set out in the application and / or this Agreement executed by the Intending Allottee(s) including but not limited to the occurrence of any event of default as described in Clause 12 of this Agreement or in the event of failure of the Intending Allottee(s) to sign and return this Agreement in its original form to the Developer/Company within thirty (30) days from the date of its dispatch by the Developer/Company..."

20. That the above-mentioned clause provides that the promoter has right to terminate the allotment in respect of the unit upon default under the said agreement. Further, the respondent company has already obtained the occupation certificate for the project of the allotted unit on 25.09.2020 and



offered the possession on 12.11.2020. It is observed that the respondent/promoter has issued various demands letter and finally, issued final demand cum termination letter to the complainant on 18.08.2022. Despite the issuance of offer of possession after obtaining OC, the complainant has failed to take possession of the subject unit and clear the outstanding dues.

- 21. Upon perusal of documents on record, various reminders were sent by the respondent to the complainant before cancelling the unit to clear the outstanding dues but, the complainant has failed to pay the outstanding dues. Thus, the respondent has cancelled the allotment of the subject unit due to non-payment on 18.08.2022. It is observed that as per section 19(6) & (7) of the Act, 2016, the complainant-allottee was under an obligation to make timely payment as per the payment plan towards consideration of the allotted unit. The respondent sent demand/reminder letters on 10.09.2017, 23.10.2017, 04.09.2019, 30.09.2020, 18.02.2022, 16.05.2022, 15.06.2022, 05.07.2022 and 18.08.2022 to the complainant regarding the payment of the outstanding dues for the subject unit. However, the complainant did not pay the outstanding dues despite affording numerous opportunities by the respondent.
- 22. In view of the above findings, the Authority observes that the complainant is not entitled for the reliefs being sought under the present complaint as the subject unit of the complainant was cancelled by the respondent after issuing proper reminders. Therefore, the Final demand letter cum cancellation letter dated 18.08.2022 is hereby held to be valid in the eyes of law.
- 23. However, 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. National Consumer

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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 a reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was farmed 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."

24. Also, Hon'ble Apex Court in Civil Appeal no.3334 of 2023 titled as Godrej

**Projects Development Limited Versus Anil Karlekar** decided on 03.02.2025 has held that 10% of BSP is reasonable amount which is liable to be forfeited as earnest money.

25. So, keeping in view the law laid down by the Hon'ble Apex Court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, and the respondent/builder can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs. 42,04,597/- after deducting the earnest money which shall not exceed the 10% of the basic sale consideration i.e., Rs.45,52,500/- along with interest on

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such balance amount at the rate of 11.90% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of termination/cancellation 18.08.2022 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

### G. 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 is directed to refund the paid-up amount i.e., Rs.42,04,597/- to the complainant after deducting 10% of the basic sale consideration i.e., Rs.45,52,500/- being earnest money along with interest on such balance amount at the rate of 11.90% as prescribed under rule 15 of the Rules, from the date of termination/cancellation 18.08.2022 till its realization.
  - A period of 90 days is given to the respondent to comply with the direction given in this order and failing which legal consequences would follow.
- 27. The complaint and application, if any, stands disposed of.
- 28. File be consigned to registry.

Dated: 25.04.2025

V.1 (Vijay Kumar Goyal) Member Haryana Real Estate Regulatory Authority, Gurugram