

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

Complaint no. : 6369 of 2024
Order pronounced on: 28.08.2025

Karuna Sirohi

R/o: T21-202, Park Floor 2, Sector 76, Faridabad
121004, Haryana

Complainant**Versus****1. M/s Counrtywide Promoters Private Limited****2. M/s BPTP Limited**

Both having Regd. Office at : OT-14, 3rd Floor, Next Door
Parklands, Sector 76, Faridabad 121004, Haryana

Respondent**CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Shri Roop Singh (Advocate)

Shri Harshit Batra (Advocate)

**Complainant
Respondent****ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

A. Unit and Project-related details:

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

S.No.	Particulars	Details
1.	Name of the project	Monet Avant Floors, Astair Gardens
2.	Project location	Sector 70A, Gurugram, Haryana
3.	Project type	Residential Colony
4.	DTCP License no.	55 of 2021 dated 21.09.2021, valid up to 31.08.2026
5.	HRERA registered/ not registered	Registered vide no. 298 of 2017 dated 30.10.2017 valid up to 31.05.2026
6.	Allotment letter dated	24.07.2015 (As per page 88 of reply)
7.	Date of apartment buyer agreement	19.08.2016 (As per page no. 68 of the complaint)
8.	Unit no.	E-16 SF, 2 nd Floor (As per page no. 73 of the complaint)
9.	Unit area admeasuring	1090. sq. ft (As per page no.73 of the complaint)
10.	Possession clause	7.1 <i>The seller/confirming party proposes to make offer possession of the Floor to the Purchaser(s) within the commitment period along with grace period.</i> (As per page no. 77 of the complaint)
11.	Commitment Period	<i>xxx... The seller/confirming party shall offer the possession of the Floor to the Purchaser within a period of 18 months from the date of execution of Floor Buyer's Agreement.</i>

		(As per page no. 70 of the complaint)
12.	Due date of possession	19.08.2018 (As per possession clause calculated 18 months from date of execution of agreement + 6 months grace period is allowed being unconditional)
13.	Payment Plan	Time-Linked (As per page no. 91 of the complaint)
14.	Sale consideration	Rs. 96,78,127 /- (As per page no. 08 of the reply)
15.	Amount paid by the complainant	Rs. 85,40,143/- (As per SOA at page 148 of reply)
16.	Occupation Certificate	19.09.2017 (As per page 145 of reply)
17.	Offer of possession dated	28.09.2017 (As per page 146 of reply)
18.	Reminder for outstanding payment	24.11.2017 (As per page 151 of reply)
19.	Termination Letter dated	14.01.2019 (As per page no. 97 of the complaint)

B. Facts of the complaint:

2. The complainants have made the following submissions in the complaint:

- That on 09.11.2010, the complainant booked an apartment in the project SPACIO at Sector 37D, Gurugram, Haryana, being developed by the respondent company. In February 2013, the payments received in respect of the unit in the project SPACIO were merged against the new unit in the project TERRA. However, since no progress was being made in respect of the project TERRA upto February 2014, the complainant opted to buy a

new unit in another project of the respondent, i.e. Astaire Gardens, Sector 70A, Gurugram, in view of the offer of the respondent dated 22.06.2015. Accordingly, the payments received against the unit in TERRA were adjusted in respect of the unit in the project Astaire Gardens, Sector 70A, Gurugram.

- b. On 24.07.2015, the complainant was allotted unit no. E-16-SF, in the project Astaire Gardens, Sector 70A, Gurugram, Haryana, being developed by the respondent company.
- c. On 12.03.2016, the respondent issued a statement of account showing all the payments received from the complainant. As of 12.03.2016, the respondent had received a sum of Rs. 85,40,143/- against the total sale consideration of Rs. 83,43,060/-.
- d. That on 19.08.2016, Floor Buyer's Agreement (FBA) was entered into between the complainant and the respondents. As per clause 2.2 of the FBA, the respondents were obligated to handover possession of the unit within a period of 18 months from the date of execution of the FBA.
- e. On 28.09.2017, offer of possession letter was issued by the respondents along with statement of accounts cum invoice. As per the statement of account the complainant was required to pay Rs. 11,37,984/- and execute certain documents, and thereafter the respondents would hand over the physical possession of the unit.
- f. On 14.01.2019, the respondent company issued a unilateral termination / cancellation intimation in respect of the unit no. E-16-SF in the Project Astaire Gardens, Sector 70A, Gurugram. As per the termination notice dated 14.01.2019, the respondents had issued various reminders and final notice after offer of possession dated 28.09.2017, however, the complainant has not received any such reminders and final notice.

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- g. On 27.05.2019, the representative of respondent company approached the complainant in order to take update on the payment in respect of the complainant's unit. During the course of the conversation with the representative of the respondent company through WhatsApp, the respondent has confirmed that the unit is currently a raw one and once the complainant makes the payment of the amount called in the offer of possession, final work including final paint fitting, cp fitting, deep cleaning, etc. would commence. Also, post payment, the respondent would take 40 to 60 days to get the unit ready.
- h. In the year 2020-2021, due to Covid-19 pandemic, the complainant could not visit the unit as the complainant was in London and could not travel during the pandemic.
- i. That between 31.05.2021 and 01.12.2021, the respondents again approached the complainant by way of an email, requiring the complainant to submit the documents listed in the email for the purposes of registration of conveyance deed. On 31.05.2021 itself, the complainant informed the respondent company that she would do the registration once the Covid crisis are over. To this, the respondent company confirmed that the complainant may send the documents required for registration of conveyance deed through courier.
- j. On 29.11.2021, the complainant wrote to the respondent company showing her willingness to take possession of the unit and do the registry when she would be in India. on 01.12.2021, the respondent company in reply to the complainant's email of 29.11.2021 informed the complainant that as per their records the Unit is terminated on 14.01.2019.
- k. That between 24.07.2023 and 19.12.2023, the respondent again wrote to the complainant confirming that the unit is ready for possession and

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requested the complainant to come forward, complete the possession formalities and take the handover of the unit.

- i. Between 20.05.2024 to 30.07.2024, again, conversation took place between the complainant and the representatives of respondent company through WhatsApp. During the conversation, the representatives of the respondent company informed that complainant's file is in termination and in order to revive the Unit, dues would be payable, i.e. Due as per offer of possession (Rs. 11,37,985/-), holding charges (Rs. 29,09,590/-), interest as on 13.05.2024 (Rs. 7,39,449), maintenance charges (Rs. 3,7,3887) and interest thereon (Rs. 1,86,158) – totaling to Rs. 53,47,069/-
- m. On 14.10.2024, the complainant through its Advocate, sent a legal notice to the respondents thereby calling upon the respondents to refund the entire amount (Rs. 85,40,143/-) deposited by the complainant along with interest @11% from the date of cancellation/termination of the unit, i.e. 14.01.2019 till the date of actual payment. The said legal notice was duly received by the respondents through email on 14.10.2024 as well as through speed post on 16.10.2024. However, till date the complainant has not received any reply to the said legal notice from the respondents.

C. Relief sought by the Complainants:

3. The complainant has sought the following relief(s):
 - i. Direct the respondent to refund the entire amount deposited by the complainant as per Section 18 of the Real Estate (Regulation and Development) Act, 2016 along with interest at the prescribed rate of interest as provided in Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 without any deduction, from the date of cancellation / termination of the Unit, i.e. 14.01.2019 till the date of actual payment.



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

D. Reply by the Respondent:

5. The respondent had made the following submissions in the reply:
- a. The respondent no. 1 is not a confirming party to the floor buyer's agreement executed between the parties and no specific relief has been sought from respondent no. 1. Hence, respondent no. 1 is not a necessary party to the present complainant and the name of respondent no. 1 should be deleted from the array of parties. It is pertinent to state that the respondent no. 1 is not effective and vide order bearing no. CP (CAA) 26/Chd/Hry/2023 dated 20.09.2024 passed by Hon'ble NCLT, Chandigarh, the respondent no. 1 company has transferred its assets to the transferee company. That the respondent no. 1 is not a separate legal entity as on the date, and no legal action can be proceeded against the respondent no. 1, hence, the name of the respondent no. 1 should be deleted from the array of parties.
 - b. The complainant, being interested in the residential project of the respondent no. 2 known under the name and style of "Terra", applied for the allotment of a flat. That thereafter, the complainant surrendered the unit in the project "Terra" and requested the respondent to change the project from "Terra" to "Astair Garden" located at sector 70A, Gurugram, Haryana (the "project").
 - c. The complainant was allotted a floor bearing no. E-16-SF tentatively admeasuring 1090 sq. ft. super area (the "unit") vide allotment letter dated 24.07.2015.
 - d. The respondent no. 1 sent a letter dated 04.08.2015 to the complainant containing copies of the buyer's agreement for execution, however, the

complainant delayed the execution of the agreement, and finally, a floor buyer's agreement was executed between the parties on 19.08.2016 (the "agreement"). It is pertinent to mention that the agreement was consciously and voluntarily executed between the parties, and the terms and conditions of the same are binding on the parties.

- e. The complainant had also executed an undertaking along with an affidavit as per which the complainant agreed to the tentative nature of the super area of the unit and had also undertaken to have no objection if the layout or the building plans of the unit or the project may be changed for any reasons whatsoever.
- f. As per the agreement executed between the parties, both the parties were obligated to fulfil their respective obligations. That the due date of offer of possession, as per clause 2.2, 2.15, 7.1 of the agreement are 18 months from the date of execution of floor buyer's agreement along with a grace period of 180 days, subject however, to the *force majeure* circumstances, intervention of statutory authorities and the purchaser(s) making all payments within the stipulated period and complying with the terms and conditions of this agreement.
- g. The due date is being calculated from the date of execution of the agreement hence, the proposed due date comes out to be 19.02.2018. The due date of delivery of the unit was subjective in nature and was dependent on the *force majeure* circumstances and the purchaser/allottee complying with all the terms and conditions of the agreement along with timely payments of instalments of sale consideration.
- h. Furthermore, it needs to be seen that the development of the unit and the project as a whole is largely dependent on the fulfilment of the allottees in timely clearing their dues. That the due date of offer of possession was



also dependent on the timely payment by the complainant, which, the complainant failed to do. the demands were raised as per the agreed payment plan however, despite the same, the complainant have delayed the payment against the unit. It was the obligation of the complainant to make the payments as per the adopted payment plan and agreed terms and conditions of the agreement. That the timely payment of the sales consideration of the unit was the essence of the agreement executed between the parties as per clause 8 of the agreement. That in case of default by the complainant, the complainant bound to make the payment of interest.

- i. It was the obligation of the complainant to make the payments as per the adopted payment plan and agreed terms and conditions of the agreement. That the timely payment of the sales consideration of the unit was the essence of the agreement executed between the parties as per clause 8 of the agreement. That in case of default by the complainant, the complainant bound to make the payment of interest.
- j. That various demand letters were raised as per the agreed payment plan however, the complainant had continuously delayed in making the due payments, upon which, various payment request letters and reminder notices were also served to the complainant from time to time. That the *bonafide* of the respondent no. 2 is also essential to be highlighted at this instance, who had served request letters at every stage and reminder notices in case of non-payment. All the demands raised by the respondent no.2 were as per the agreed terms and conditions of agreement executed between the parties.
- k. The respondent no. 2 had completed the construction of the project before the proposed due date of possession and had thereby obtained the occupation certificate for the same on 19.09.2017 and hence lawfully

offered the possession of the above-noted unit to the complainant on 28.09.2017.

- l. The offer of possession of the unit was made before the proposed due date of possession as agreed between the parties. it is also submitted that all the charges levied by the respondent no. 2 upon the complainant are lawful charges being charged as per the agreement executed between the parties.
- m. That without prejudice to the contentions that the unit of the complainant has been lawfully terminated, and the complaint is barred by limitation, it is imperative to note that the complainant has sought refund of the entire amount as per Section 18 of the RERA Act however, there is no delay in making offer of possession by the respondent no. 2. That the bonafide conduct of the respondent no. 2 has to be highlighted herein that even before the proposed due date of possession the respondent no. 2 had offered the possession to the complainant. That the respondent no. 2 has received the occupation certificate on 19.09.2017 and the offer of possession of the unit was made to the complainant on 28.09.2017, i.e., much before the proposed due date of the offer of possession of the unit. Hence, there is no cause of action under Section 18 in the present case.
- n. The complainant is a defaulting party who has defaulted in making payment of the outstanding dues, taking possession of the unit, and executing the conveyance deed. The last payment made by the complainant was on 03.02.2016. That due to the failure of the complainant in remitting the outstanding dues with regard to the unit in question, the respondent no. 2 was constrained to issue a reminder dated 24.11.2017 to the complainant. Hence, the present complaint should be dismissed.

6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. 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

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be the entire Gurugram District for all purposes with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject-matter jurisdiction

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

Section 11(4)(a)

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

Section 34-Functions of the Authority:

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



11. Hence, given the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent

F.I. Objection regarding mis-joinder/deletion of respondent no. 1 in the present complaint

12. The respondent has taken a stand that the complainant while filing the complaint sought relief against Countrywide Promoters Private Limited as respondent no. 1 and M/s BPTP Limited as respondent no. 2 seeking relief of refund against the allotted unit. A perusal of various documents placed on the record shows that all the transactions were made by the allottee had been with respondent no. 2 (M/s BPTP Ltd.) and demands were being raised by the respondent no. 2 only. The respondent no. 1 is neither necessary nor a proper party in the present complaint. Further, the order passed by Hon'ble NCLT, Chandigarh in *CP (CAA) 26/Chd/Hry/2023* dated 20.09.2024, the respondent no. 1 company has transferred its assets to the transferee company and the respondent no. 1 is not a separate legal entity as on the date. Thus, it shows that there remains no privity of contract between respondent no. 1 and the complainant and as such the plea of the respondent no. 2 with regard to deletion of name of respondent no. 1 is hereby allowed.

G. Findings on relief sought by the complainants:

G.I Direct the respondent to refund the entire amount deposited by the complainant as per Section 18 of the Real Estate (Regulation and Development) Act, 2016 along with interest at the prescribed rate of interest as provided in Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 without any deduction, from the date of cancellation / termination of the Unit, i.e. 14.01.2019 till the date of actual payment.

13. The complainant was allotted a unit in the project of respondent "Monet Avant Floors" at sector 70-A, Gurugram vide allotment letter dated

24.07.2015 for a total sum of Rs. 96,78,127/- and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs. 85,40,143/-. The complainant intends to withdraw from the project and is seeking refund of the paid-up amount as provided under the section 18(1) of the Act. Sec. 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 of 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:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

14. Furthermore, the respondent, in its reply, has stated that the cancellation/termination of the complainant's unit was carried out due to the complainant's non-compliance, despite multiple reminders and demand letters being issued as on offer of possession the final area of the unit was increased. The area allotted to the complainant was 1090 sq. ft. (super area) and at offer of possession the offered area was 1149 sq. ft. (super area) and hence, accordingly the price was unit was increased.

15. Now when the complainant approached the Authority to seek refund, it is observed that as per clause 8.1 of buyer's agreement, the respondent-builder is entitled to forfeit the earnest money of the total sale consideration. The relevant portion of the clause is reproduced herein below:

The timely payment of each instalment of the Total Sale Consideration i.e. COP and other charges as stated herein is the essence of this transaction/Agreement. In case the Purchaser(s) neglects, omits,

ignores, defaults, delays or fails, for any reason whatsoever, to pay in time any of the instalments or other amounts and charges due and payable by the Purchaser(s) as per the payment schedule opted or if the Purchaser(s) in any other way fails to perform, comply or observe any of the terms and conditions on his/her part under this Agreement or commits any breach of the undertakings and covenants contained herein, the Seller/Confirming Party may at its sole discretion be entitled to terminate this Agreement forthwith and forfeit the amount of Earnest Money and Non-Refundable Amounts and other amounts of such nature. In the event the Seller/Confirming Party exercises its right to terminate the present Agreement, the Purchaser(s).

16. As per documents placed on record it is evident that the demand for outstanding payment was intimated by the respondent to the allottee on offer of possession dated 28.09.2017. Subsequently, reminder for the same was issued on 24.11.2017 which remained unpaid by the complainant for 4 months post possession was offered to the complainant. The Authority observes that the cancellation of the unit has been made due to non-payment of the issuance of reminder dated 24.11.2017 for outstanding dues of Rs.13,85,984/- after giving adequate time to the complainant to clear outstanding dues. Hence, the cancellation dated 14.01.2019 stands valid. Further, the above-mentioned clause provides that the promoter is entitled to forfeit the booking amount/earnest money paid for the allotment and interest component on delayed payment (payable by the allottee for breach of this agreement and non-payment). Hence, the Authority is of the view that the drafting of the aforesaid clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoter and against the allottee.

17. 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 unit 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.

- 18. Admissibility of refund at prescribed rate of interest:** The complainant is seeking refund amount at the prescribed rate of interest on the amount paid by them. However, allottees intends to withdraw from the project and is seeking refund of the amount paid by him in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

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

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate



prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%;

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
20. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 28.08.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
21. The respondent company has already obtained the occupation certificate of the project on 19.09.2017. Thereafter, the respondent/promoter issued demand/reminder letter and further, issued termination/cancellation letter to the complainant. The cause of action arose on 14.01.2019 when the unit got terminated due to default (non-payment) on the part of the allottees as only an amount of Rs. 85,40,143/- has been paid out of sale consideration of Rs. 96,78,127/-. Thus, the cancellation of the unit is valid. Further, the complainants/ allottees have violated the provisions of section 19(6) & (7) of the Act of 2016.
22. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent/builder can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. So, the respondent/builder is liable to refund the amount received from the complainant i.e., Rs. 85,40,143/- after deducting 10% of the sale

consideration and return the remaining amount along with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of termination i.e., 14.01.2019 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions issued by the Authority:

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

- I. The respondent is directed to refund the paid-up amount of Rs. 85,40,143/- after deducting the earnest money which shall not exceed the 10% of the sale consideration along with prescribed rate of interest @ 10.85% p.a. on such balance amount from the date of termination till the actual date of realization.
- II. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.

24. Complaint stands disposed of.

25. File be consigned to the Registry.


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.08.2025