

**HARYANA REAL ESTATE REGULATORY AUTHORITY  
PANCHKULA, HARYANA**

**Date: 05.02.2019**

**Hearing: 3<sup>rd</sup>**

Complaint No. 786 /2018

Santosh Gupta & Ram Vinod Bhinwal

**...Complainant**

Versus

M/s Vipul Limited & M/s Mudra Finance Ltd.

**...Respondent**

**CORAM:** Sh. Rajan Gupta **Chairman**  
Sh. Anil Kumar Panwar **Member**

**APPEARANCE:**

Sh. Dixit Garg, Counsel for Complainant

Sh. Vineet Sehgal, Counsel for Respondent

**ORDER:**

The present complaint has been heard twice before on 12.12.2018 and 16.01.2019. The observations of Authority in the said orders shall be read as a part of this order.

2. In brief the complainant had approached this Authority, seeking refund of Rs. 26,66,000/-, a sum already paid to the respondent for a flat in respondent's project named, "Vipul Garden" located in Rewari. The ground for seeking refund was stated as stalled construction, hence delay in delivery of possession.



3. The Authority was apprised by the respondent of the fact that the tower no. 9 in which the complainant's flat is situated is complete and an application for occupation certificate was made in the year 2016. The Authority held that an application for occupation certificate attains a deemed sanction after a lapse of two years. The matter was adjourned awaiting a reply from the department of Town and Country Planning, regarding the status of the said application made by the respondent.

4. On the second date of hearing the counsel for complainant sought adjournment, since he was not ready for arguments.

5. However, the learned counsel for complainant today stated that his plea in this matter may be limited to seeking refund of the paid-up amount after forfeiture of the earnest money by the respondent, since the complainant wishes to withdraw from the project and is no more in position to pay the rest of the payable amount.


6. The learned counsel for respondent stated that the forfeiture of the earnest money may be done in accordance with clause (f) the agreement dated 22.02.2013, executed between the parties, wherein it is mentioned that the vendor shall treat 10 % of the sale price of the said flat as earnest money.


7. The Authority in view of the facts, clause (f) of the agreement between parties, and the request made by complainant, directs the respondent to forfeit



10% of the sale price of the flat allotted to the complainant as earnest money and thereafter refund the rest sum of money to the complainant, in a manner that 50 % of the total sum payable be paid within 30 days from the date of uploading of this order and the rest 50% within a period of next 30 days.

**Disposed of.** Order be uploaded on the website and files be consigned to record room.

  
**Anil Kumar Panwar**  
Member

  
**Rajan Gupta**  
Chairman