



## BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	2860 of 2021
Date of filing complaint:	26.07.2021
First date of hearing:	02.09.2021
Date of decision :	11.02.2021

	Dev Yash Projects and Infrastructure Private Limited (Through Principal Officer) R/o: 383, Bhera Enclave, Paschim Vihar, Delhi-110063	Complainant
	Versus	
1.	M/s SS Group Private Limited	
2.	M/s Shiva Profins Pvt. Ltd. Both R/o: SS House, Plot no. 77, Sector 44, Gurugram 122003	Respondents

CORAM:	5/
Dr. KK Khandelwal	Chairman
Shri Vijay Kumar Goyal	Member
APPEARANCE:	
Sh. Sanjeev Sharma (Advocate)	Complainant
Sh. Aashish Chopra (Advocate)	Respondents

### ORDER

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

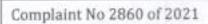


obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

#### A. Unit and project related details

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

S.No.	Heads	Information
1.	Project name and location	"The Leaf", Sector-85, Gurugram
2.	Project area	11.093 acres
3.	Nature of the project	Group Housing complex
4.	DTCP license no. and validity status	81 of 2011 dated 16.09.2011 and valid up to 15.09.2024
5.	RERA Registered/ not registered	Registered 23 of 2019 dated 01.05.2019 GGM/329/61/2019/23
	RERA Registration valid up to	31.12.2019
6.	Unit no.	4A on 4th floor in building no. B-8 (Annexure-I on page no. 20 of complaint)
7.	Unit measuring (super area)	2280 sq. ft. (Annexure-I on page no. 20 of complaint)
8.	Date of allotment letter	10.09.2012 (Annexure-R1 on page no. 19 of reply)
9.	Date of execution of builder buyer agreement	Not executed
10.	Possession clause	8. POSSESSION





	(Taken from another complaint bearing no.	8.1 Time of handing over the possession
	4359/2021 of the same project as the BBA duly executed between the parties is not on the file)	"Subject to the Flat Buyer(s) having complied with all the terms and conditions of this agreement and not being in default under any of the provisions of this Agreement and complied with all provisions, formalities, documentation etc., as prescribed by the Developer. The developer proposes to hand over the possession of the flat within a period of thirty-six (36) months from the date of signing of this agreement. The flat buyer(s) agrees and understands that the developer shall be entitled to a grace period of 90 days, after the expiry of thirty-six (36) months, for applying and obtaining the occupation certificate in respect of the Group Housing Complex."
11.	Due date of delivery of possession	10.09.2015
	HAF	(Due date of possession being taken from the date of allotment i.e., 10.09.2012 as more than 10% of the total sale consideration of Rs. 1,21,12,200/- i.e., Rs. 12,60,000/- was taken as booking amount)
12.	Total sale consideration	Rs. 1,21,12,200/-
		(Annexure -II vide applicant ledger dated 25.06.2021 on page no.46 of complaint)
13.	Total amount paid by the	Rs. 34,77,000/-
	complainant up to 03.01.2014	(Annexure -II vide applicant ledger dated 25.06.2021 on page no.46 of complaint)
14.	Payment plan	Construction Linked Plan



		(Annexure-R1 on page no. 24 of reply)
15.	Demand letters for remaining amount due	23.02.2015, 27.07.2016, 17.11.2015, 08.04.2016, 25.08.2016, 14.03.2017, 18.06.2018, 15.12.2018, 27.09.2020
16.	Cancellation letter	16.07.2021 (Annexure-R4 on page no. 59 of reply)
17.	Occupation Certificate	Not obtained
	1000	CONTRACTOR OF THE PROPERTY OF

#### B. Facts of the complaint:

That the respondent no. 2, M/s Shiva Profins Pvt. Ltd. owes 3. various parcel of land and obtained licence no. 81 of 2011 and entered into an inter-se development agreement with the respondent no. 1, M/s SS Group Pvt. Ltd. and floated a group housing complex scheme located at sector-84-85, Gurugram, Haryana called as "THE LEAF". That the respondents and the complainant entered into a builder buyer agreement on 17.10.2013 wherein the complainant was allotted unit no 4A, building no. B-8, 4th floor, admeasuring 2280 sq. ft. along with one reserved parking space allotment, for a total consideration of Rs. 1,21,12,200/- as per the statement of account dated 25.06.2021 and the complainant has already paid Rs. 34,77,000/-. That as per clause 8.1 of the agreement, the possession of the unit in question was to be handed over within 36 months from the signing of the BBA and grace period of 90 days for applying and obtaining occupation certificate. That the vacant and peaceful possession of the Unit was to be handed over by 17.10.2016 (after 36 months).



That it is pertinent to note that the respondents have failed to offer the possession of the unit in question till date even after a delay of 4 years 9 months (till 15.07.2021) despite having extended the RERA registration with the Hon'ble Authority which was valid till 31.12.2020 and the same has been expired now.

4. That it is further pertinent to note that the respondents have been issuing frivolous demand letters to the complainant without having provided the construction status or procurement of any of the requisite certificate necessary for handing over the possession to the complainant. That the complainant aggrieved of having not received possession along with delay possession charges on time is filing the present complaint before this Hon'ble Authority.

#### C. Relief sought by the complainant:

- The complainant has sought following relief(s):
  - Direct the respondents to handover the vacant and peaceful possession
  - ii. Direct the respondents to pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.

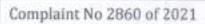
#### D. Reply by respondents:

6. That the complainant has miserably and wilfully failed to make payments in time or in accordance with the terms of the allotment. It is submitted that till date the total delay in rendering the payment towards due instalments by the complainant is approx.



17604 days on various occasions under different instalments. It is further submitted that the complainant has defaulted in making timely payment of due instalments right from the inception. It is pertinent to mention here that the complainant has not fulfilled his obligation and has not paid the instalments on time that had fallen due, despite receipt of repeated demand letters and reminder letters. The following payment sheet clearly shows the delay in number of days in making payment by the complainant:

Event	Due Date	Due Amount	Payment Date	Taxes	Actual Amoun t Paid	Amount Unpaid (Includi ng Taxes)	Da ys Del ay
At the time of booking	19.07.201	10,00,00	31.07.20 12	29,974	12,60,0 00	***	12
At the time of Allotment	14.09.201	2,03,209	त्यमेय- जय	7,015		56,791	0
On or Before 45th Day of Allotment	29.10.201 2	11,75,60 9	M	33,537	B -	11,18,8 18	0
On or Before 45th Day of Allotment (Tax Revised)	29.10.201 2	24,895	15.12.20 12	747)	11,44,0 00	287	47
On Commencem ent of Construction Work	15.07.201	1,33,886	REG REG	4,788	Δ	1,33,59 9	
On Commencem ent of Construction Work (Tax Revised)	15.07.201	10,75,57	03.01,20	38,457	8,00,00	4,09,17 8	17 2
On Completion of Lower Basement Slab	05.03.201 5	12,09,46 6	Not Paid	43,246	NIL	16,18,6 44	23 67
On Completion of Ground Floor Slab	09.08.201 5	6,07,603	Not Paid	24,493	NIL	22,26,2 47	22
On Completion of 2nd Floor Slab	27.11.201 5	6,08,477	Not Paid	25,367	NIL	28,34,7 24	21





On Completion of 5th Floor Slab	01.07.201 7	6,53,094	Not Paid	69,984	NIL	34,87,8 18	15 18
On Completion of 8th Floor Slab	01.07.201 7	6,53,094	Not Paid	69,984	NIL	41,40,9 12	15 18
On Completion of 10 <sup>th</sup> Floor Slab	01.07.201 7	6,53,094	Not Paid	699,84	NIL	47,94,0 06	15 18
On Completion of Brick Work in within the Apartment	17.08.201 7	6,53,094	Not Paid	69,984	NIL	54,47,1 00	14 71
HVAT Booked and demanded upto 2014	05.09.201 7	12,242	Not Paid		NIL	54,59,3 42	14 52
On Completion of Internal Plumbing, Electrical Conduiting & Internal Plaster within the Apartment	29.06.201 8	6,53,086	Not Paid	69,976	NIL	61,12,4 28	11 55
On Completion of Final Floor Slab	25.12.201 8	6,53,086	Not Pald	69,976	NIL	67,65,5 14	97 6
HVAT Booked for FY 2014- 15	19.07.201 9	35,687	Not Paid	UL.	NIL	68,01,2 01	77 0
On Completion of External Plaster in superstructur e	13,10,202	6,12,268	Not Paid	29158	NIL	74,13,4 69	31
AS ON 27.08.2021 WITHOUT INTEREST				656670	32,04, 000	74,13,4 69	17 60 4

It is submitted that the complainant has frustrated the terms and conditions of the allotment, which were the essence of the arrangement between the parties



7. It is submitted that the respondents have proposed to deliver the possession within 36 months plus 90 days grace period from the date of signing of the buyer's agreement by the complainant. However, in the present case the complainant has till date did not sign the buyer's agreement.

It is submitted that the complainant has not signed the builder buyer agreement till date despite the reminder letter dated 21.08.2020 sent to the complainant by the respondent. It is submitted that the period for handing over the possession has to be done from the date of signing the agreement. However, in the present case the complainant has till date did not sign the builder buyer agreement and as such the said clause cannot be relied upon. It is denied as stated that the complainant has already paid Rs. 34,77,000/-; however, the fact is that the complainant has only paid an amount of Rs. 32,04,000/-.

8. That on 10.09.2012, the complainant was allotted unit no. 4A, 3 BHK + PR + SR having an approximate super area of 2,280 sq. ft. in the building-8 of the project "The Leaf" at the basic rate of Rs. 4,550/- per sq. ft. and Preferential Location Charges (PLC) of Rs. 175/- per sq. ft., External Development Charges (EDC) of Rs. 355/- per sq. ft., Infrastructure Development Charges (IDC) of Rs. 35/- per sq. ft. to be payable as per the payment plan. It is submitted that the sale consideration of the flat booked by the complainant was Rs. 1,21,12,200/-. However, it is submitted that the sale consideration amount was exclusive of the registration charges, stamp duty charges, service tax and other charges which were to be paid by the complainant at the applicable stage. It is



submitted that the complainant defaulted in making payments towards the agreed sale consideration of the flat from the very inception. It is submitted that complainant made payments on 15.07.2012 of Rs. 12,60,000/-, on 01.12.2012 of Rs. 11,44,000/and on 11.12.2013 of Rs. 8,00,000/-. It is submitted that initially on account of non-receipt of the instalment amount on time despite reminder, the respondents had as per the terms of the allotment issued a final reminder dated 08.10.2013 and final notice dated 07.12.2013 to the complainant. However, on account of the instalment amount being credited by the complainant the allotment of the unit was not cancelled. That thereafter a demand letter dated 23.02.2015 for Rs. 15,16,320/- was issued to the complainant however, the complainant failed to make any payment. It is submitted that another demand letter dated 27.07.2015 for Rs. 22,20,086/- was also issued to the complainant however no payment was made by the complainant. That another demand letter dated 17.11.2015 for Rs. 29,33,516/- was also issued to the complainant, however, no payment was made by the complainant. That again another demand letter dated 08.04.2016 for Rs. 37,26,183/- was issued to the complainant, however again no payment was made by the complainant. That again another demand letter dated 25.08.2016 for Rs. 45,08,492/- was issued to the complainant, however again no payment was made by the complainant. That another demand letter dated 14.03.2017 for Rs. 55.34.720/- was issued to the complainant, however again no payment was made by the complainant. That again another demand letter dated 18.06.2018 for Rs. 78,26,893/- was issued to



the complainant, however again no payment was made by the complainant. That again another demand letter dated 15.12.2018 for Rs. 89,93,704/- was issued to the complainant, however again no payment was made by the complainant. That again another demand letter dated 23.09.2020 for Rs. 1,16,74,691/- was issued to the complainant, however again no payment was made by the complainant.

9. That the complainant has failed to make payments in time in accordance with the terms and conditions as well as payment plan annexed with the allotment letter and as such the complaint is liable to be rejected. It is submitted that out of the sale consideration of Rs. 1,21,12,200/- of the flat, the amount actually paid by the complainant is Rs. 32,04,000/- i.e. approx. 26% of the sale consideration of the flat booked by the complainant. It is submitted that even though the complainant agreed that the payment will be made as per the payment plan (constructionlinked payment plan) annexed with the allotment letter but the complainant, however, defaulted in making payments towards the agreed sale consideration of the flat from the very inception and the last payment was made by the complainant on 03.01.2014 and since then no payment has been made by the complainant. That various demand letters and reminders were sent to the complainant to make the outstanding payment, but the respondent's request fell on deaf ears of the complainant and the complainant did not pay the outstanding dues pending against the said unit.



10. That on 16.07.2021 the respondents again called upon the complainant vide letter dated 16.07.2021 with an opportunity to cure/rectify the default within 30 days failing which the unit of the complainant shall stand cancelled. However, the complainant did not bother to make the payment and therefore the respondents were constrained to cancel the unit w.e.f. 24.08.2021. That as per clause- 8 and 13 of the allotment letter dated 10.09.2012, the respondent is entitled to forfeit the earnest money i.e. Rs. 12,11,200/-, brokerage i.e. Rs. 2,73,000/- along with the taxes of Rs. 2,55,553/- and interest as on 16.06.2021 of Rs. 56,14,924/-. Reference may be made to clause 8 and 13 of the allotment letter:

8."The Applicant agrees that out of the amount(s) paid/payable by him/her/them towards the Sale Price, the Company shall treat 10% of the Sale Price as earnest money to ensure fulfillment, by the Applicant of the terms and conditions as contained herein. The Company and the Applicant hereby agree that the money paid as per the payment plan shall be for one unit only. The Applicant hereby authorizes the Company to forfeit this earnest money along with the interest paid, due or payable along with any other amount of non-refundable nature in case of non-fulfilment of the terms and conditions herein contained in the event of failure by the Applicant to sign and return to the Company the Buyer's Agreement within thirty (30) days of its dispatch by the Company"

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13."......In case of delay of 60 days in making the payment by the Applicant to the Company as per the Schedule of Payments, the Company shall have right to terminate the Allotment/Agreement and forfeit the Earnest Money......"

That as per the two clauses mentioned above, the respondent is entitled to forfeit 10% of the total sale consideration along with taxes paid by the respondent. That the project is however complete in all respect except for the finishing work which is



being carried out. The respondent is in the process of obtaining an occupation certificate once the finishing work is complete.

11. That it is to be appreciated that a builder constructs a project phase wise for which it gets payment from the prospective buyers and the money received from the prospective buyers are further invested towards the completion of the project. It is important to note that a builder is supposed to construct in time when the prospective buyers make payments in terms of the agreement. It is important to understand that one particular buyer who makes payment in time can also not be segregated, if the payment from other perspective buyer does not reach in time. It is relevant that the problems and hurdles faced by the developer or builder have to be considered while adjudicating complaints of the prospective buyers. It is relevant to note that the slow pace of work affects the interests of a developer, as it has to bear the increased cost of construction and pay to its workers, contractors, material suppliers, statutory renewals etc. It is most respectfully submitted that the irregular and insufficient payment by the prospective buyers such as the complainant freezes the hands of developer / builder in proceeding towards timely completion of the project.

That it is further submitted that since there is no concluded contract executed between the parties hence, the respondent cannot be made liable as per the provisions of Section 18 of the RERA Act.

 It is submitted that the complainant was intimated about the status of construction from time to time. Furthermore, the



complainant is aware that the payment plan with respect to the unit in question is the construction linked payment plan and that all the payment requests were raised by respondent from the complainant only after completion of the construction milestones and the same is evident from a bare perusal of the payment requests issued by the respondent. It is also submitted that the complainant never raised the objection with respect to the demand letters and is now raising frivolous allegations against the respondent. The complainant after defaulting in complying with the terms and conditions of the allotment letter now wants to shift the burden on the part of the respondent whereas the respondent has suffered a lot financially due to such defaulters like the present complainant. It is submitted that the complainant after itself failing to make the payments on time cannot expect delivery of possession.

13. 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:

14. The plea of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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. 1/92/2017-1TCP 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

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

#### Section 11(4)(a) 2

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.

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 complainant at a later stage.

## F. Findings regarding relief sought by the complainant:

F.1 Direct the respondents to handover the possession and pay the interest on the total amount paid by the complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession.

# A. Whether the cancellation of unit is valid in the eyes of law or not?

Before dealing with the issue of delay possession charges, it is to be seen as to whether the cancellation of unit made by the respondents/builders vide letter dated 16.07,2021 is legal and valid. The unit detailed above was allotted to the complainant by the respondents on 10.09.2012 for a total sum of Rs. 1,21,12,200/-. In pursuant to that allotment the complainant started making payments against the allotted unit and paid a total sum of Rs. 34,77,000/- up to 03.01.2014. Though it is its version that a flat buyer agreement was executed between the parties with regard to allotted unit on 17.10.2013 but that version has been denied by the respondents/builders. Even otherwise no authenticated copy of the same duly signed by both the parties has been placed on record. The respondents received more than 10% of total sale consideration at the time of booking.

In this particular case no BBA has been signed and only an allotment letter dated 10.09.2012 has been submitted by the complainant and also agreed to by the respondents. This allotment letter provides for broad terms and conditions for



allotment of unit in "The Leaf S.S. City Gurgaon". The payment is being sought by the respondent on the basis of this allotment letter only and also the cancellation notice has been issued on the basis of this allotment letter. In absence of formal BBA having been signed between the parties, this allotment letter is to be treated at par as BBA as the terms and conditions for allotment have been relied by both the parties on this basis. The respondents cannot take the plea that for certain things he will depend on allotment letter and for other things he will take the plea that no BBA has been signed.

It has come on the record that despite reminders for payment of due amount sent by the respondents to the complainant with effect from 23.02.2015, 27.07.2016, 17.11.2015, 08.04.2016, 25.08.2016, 14.03.2017, 18.06.2018, 15.12.2018 and 27.09.2020 allottee failed to pay the amount due against the allotted unit. So, it led to cancellation of its unit vide letter dated 16.07.2021. But whether the cancellation made by the respondent builder is valid in the eyes of law after the Act of 2016 came into force with effect from 01.05.2017. The answer in this regard is negative. No doubt, the allottee failed to pay the remaining amount due despite reminders detailed above but the respondent builder could have been cancelled the allotted unit by following the due procedure of law. To deal with such type of situation, the Haryana Real Estate Regulatory Authority Gurugram framed a regulation bearing no. 11 of 2018 known as "Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018" which provides as under:



"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."

But admittedly while cancelling the unit on 16.07.2021, the respondent/ builder did neither follow the provisions of that regulation nor returned the remaining amount after deducting the amount of earnest money.

The complainant has also agreed that the cancellation of the unit has been done by the respondents/builders because of non-payment and he has no objection to that. The respondents/builders also agreed that the cancellation has been done as per the terms and conditions of allotment and failure of the allottee to make payment due as per construction link plan. Accordingly, the cancellation is held to be valid as agreed by both the parties. Now the only question remains is whether the refund is proper.

#### B. Execution of builder buyer agreement

The complainant submitted that the flat buyer agreement was executed on 17.10.2013 and as per clause 8.1 of the agreement, the due date for delivery of possession is calculated from 36 months from the date of signing of that agreement which comes out to be 17.10.2016. The respondents contended that no flat buyer agreement has been executed. A letter dated 21.08.2020



was also sent by the respondents requesting the complainant to execute the builder buyer agreement. The allotment letter was issued by the respondent on 10.09.2012. No authenticated document has been placed on the file by both the parties proving the due execution of builder buyer agreement on 17.10.2013. As has been held above, the allotment letter alongwith broad terms and conditions annexed with it may be treated as BBA as the same has been taken basis for seeking payments and taking action against the allottee on non-payment of due instalments.

# C. Due date of possession is calculated from the date of allotment

Considering the above-mentioned facts, the authority calculated due date of possession from the date of allotment i.e., 10.09.2012 as more than 10% of the total sale consideration of Rs. 1,21,12,200/- i.e., Rs. 12,60,000/- was taken as booking amount. Therefore, the due date of possession comes out to be 10.09.2015 excluding the grace period.

Also, the attention of the authority was drawn by the counsel for the respondent towards clause 8 and 13 of the broad terms and conditions for allotment of unit as annexed with allotment letter dated 10.09.2012.

The cancellation was held to be valid as the allottee failed to make payments as per the demand letters issued from time to time as has been mentioned in the proceedings. Although the cancellation seems to be as a reaction to filing of a complaint with the Authority but fact of the matter is that the allottee has also failed



to make due payments as per demand letters issued from time to time and neither any document has been placed on record regarding demands being unjustified.

It is also a fact that the allotment of the unit was made on 10.09.2012 and allottee has paid more than 10% as booking amount. The occupation certificate for the building/tower in which the subject unit is situated has still not obtained by the promoter even after a lapse of more than 9 years. There is certainly lapse on the part of the promoter and the allottee could not place on record any letter where he has informed the promoter that he is stopping the payment on account of delay in completion of the project. In various BBAs where the allotment has been made in the same project, the due date of possession has been taken to be 36 months from the date of signing of the agreement. However, the respondent promoter after cancellation of unit was required to refund the amount to the complainant/allottee after the deductions. But the respondent/ promoter has been keeping that money since cancellation of the unit on 16.07.2021 till date and has failed to make the payment. So, keeping in view the principles of justice and equity the promoter is directed to refund the amount taken from the allottee after deducting 10% of the basic sale price of the unit which is treated as earnest money. The interest @ 9.30% p.a. on the amount to be refunded is also allowed as that money was used by the promoter owing that period from the date of cancellation till the date of its payment.

#### G. Directions of the authority:



- 15. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act of 2016 to ensure compliance of obligation cast upon the promoter as per the function entrusted to the authority under section 34(f) of the Act of 2016:
  - i. The respondents are directed to refund the amount after deducting 10% of the sale consideration of the unit as per clause 8 of the allotment letter dated 10.09.2012 read with Regulation 11 of 2018 framed by Haryana Real Estate Regulatory Authority Gurugram within 90 days from the date of this order.
  - The respondents are also directed to pay interest @ 9.30% p.a. on the refundable amount from the date of cancellation i.e. 16.07.2021 till the date of its payment.
- 16. Complaint stands disposed of.

17. File be consigned to registry.

(Vijay Kumar Goyal)

Member

(Dr. KK Khandelwal)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.02.2022