

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Date of Decision: 09.05.2025**

NAME OF THE BUILDER		DLF PVT. LTD.	
PROJECT NAME		"The Grove"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5061/2024	Survina Bhalla V/S DLF Pvt. Ltd.	Ms. Sonal Anand (Advocate) Sh. Ishaan Dang (Advocate)
2.	CR/5068/2024	Survina Bhalla V/S DLF Pvt. Ltd.	Ms. Sonal Anand (Advocate) Sh. Ishaan Dang (Advocate)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of two complaints titled as above filed before this authority 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.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "The Grove" being developed by the same respondent/promoter i.e., M/s DLF Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to cancellation of the unit and other issues.

3. The details of the complaints, reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

Project Name and Location		"The Grove" in DLF 5 situated in Sector- 54, Gurugram.			
Project Area		5.3073 Acres			
RERA Registered		Registered Vide registration no. 13 of 2022 dated 21.02.2022 Valid upto 31.12.2025			
Possession Clause: - 7. Possession of the said independent floor for residential usage <i>The Promoter assures to offer to handover possession of the said Independent Floor for residential usage along with parking as per agreed terms and conditions by 31/12/2025 unless there is delay due to 'force majeure', court orders, Government policy/guidelines, decisions effecting the regular development of the project.</i>					
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid
1.	CR/5061/2024 Survina Bhalla V/S DLF Pvt. Ltd. DOF 22.10.2024 Reply 24.01.2025	B-3/10B, 2 nd floor 2331.910 sq. ft. carpet area 594.496 sq. ft. balcony area 400.722 sq. ft. basement area 201.830 sq. ft. parking area	Application: 08.10.2022 BBA: 30.01.2023 Reminder Letters: 13.02.2023, 07.03.2023, 17.04.2023, 10.04.2024, 01.05.2024, 11.06.2024 Cancellation Letter: 12.07.2024	Due date of possession: 31.12.2025	TSC: - Rs. 9,30,40,196/- AP: - Rs. 3,62,89,414/- (as per SOA submitted by respondent)

2.	CR/5068/2024 Survina Bhalla V/S DLF Pvt. Ltd. DOF 22.10.2024 Reply 28.01.2025	B-3/10A, 1 st floor 2331.910 sq. ft. carpet area 594.496 sq. ft. balcony area 400.722 sq. ft. basement area 201.830 sq. ft. parking area	Application: 11.10.2022 BBA: 30.01.2023 Reminder Letters: 13.02.2023, 07.03.2023, 17.04.2023, 10.04.2024, 01.05.2024, 11.06.2024 Cancellation Letter: 12.07.2024	Due date of possession: 31.12.2025	TSC: - Rs. 9,30,40,196/- AP: - Rs. 3,32,60,049/- (as per SOA submitted by respondent)
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:					
Abbreviation		Full form			
DOF		Date of filing complaint			
BBA		Builder buyer agreement			
TSC		Total Sale consideration			
AP		Amount paid by the allottee(s)			

- The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/promoter and for withdrawal of cancellation letter.
- It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
- The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case

CR/5061/2024 titled as Survina Bhalla V/S DLF Pvt. Ltd. are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

7. 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.N.	Particulars	Details
1.	Name and location of the project	"The Grove", DLF 5, Sector-54, Gurugram, Haryana
2.	Nature of the project	Residential Floors
3.	Project area	5.3073 acres
5.	RERA Registered/ not registered	Registered vide no. 13 of 2022 issued on 21.02.2022 up to 31.12.2025
6.	Application dated	08.10.2022 (page no. 91 of reply)
7.	Allotment Letter	14.10.2022 (page no. 70 of reply)
8.	Unit No./Independent Floor	Plot no. B-3/10, Unit no. B-3/10B on 2 nd floor
9.	Unit admeasuring area	2331.910 sq. ft. carpet area 594.496 sq. ft. balcony area 400.722 sq. ft. basement area 201.830 sq. ft. parking area
10.	Date of builder buyer agreement	30.01.2023

		(page 90 of reply)
11.	Possession Clause	<p>7. Possession of the said independent floor for residential usage:</p> <p>The Promoter assures to offer to handover possession of the said Independent Floor for residential usage along with parking as per agreed terms and conditions by 31/12/2025 unless there is delay due to 'force majeure', court orders, Government policy/guidelines, decisions effecting the regular development of the project.</p>
12.	Due date of possession	<p>31.12.2025</p> <p>(as per possession clause)</p>
13.	Reminder letters	<p>13.02.2023, 07.03.2023, 17.04.2023 (final)</p> <p>10.04.2024, 01.05.2024, 11.06.2024(final)</p>
14.	Cancellation letter	<p>12.07.2024</p> <p>(page no. 149 of reply)</p>
15.	Total sale consideration	<p>Rs. 9,30,40,196/-</p> <p>(at page 72 of reply)</p>
16.	Total amount paid by the complainants	<p>Rs. 3,62,89,414/-</p> <p>(as per SOA submitted by respondent)</p>
17.	Refund letter made to IIFL	<p>02.08.2024</p> <p>(page no. 152 of reply)</p>
18.	Legal notice by complainants to respondent for recalling of cancellation letter	<p>14.08.2024</p> <p>(page no. 154 of reply)</p>

19.	Reply of legal notice by respondent to complainants	07.09.2024 (page no. 160 of reply)
20.	Occupation certificate	Not obtained
21.	Offer of possession	Not offered

B. Facts of the complaint:

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

- I. That based on the assurances and promises, the complainant was induced into booking four (4) units in the project. The complainant was interested in purchasing only one/two units, however, the respondent through its agents and representatives assured her and coaxed her into making four bookings.
- II. That believing upon the specific promises of giving her convenience of making payments, the complainants made the booking for the aforesaid four units, which is a matter of record and insofar as the present unit is concerned i.e. unit no. B-3/10B having a carpet area of 216.640 sq. mts. on the first floor for a total consideration of Rs. 9,30,40,196/-. The respondent issued to her an allotment letter on 14.10.2022.
- III. That along with the allotment, the complainant immediately made to the respondent, a payment of Rs. 10,00,000/- including GST, which was duly accepted by the respondent and hence, the parties hereto i.e. the complainant and the respondent entered into a binding arrangement. That from time to time, the complainant kept on making payments to the respondent. Thus, till date, the complainant has made to the

respondent, a total payment of Rs. 4,41,57,265/- (including GST) which is duly accepted by the respondent.

- IV. That the essence of the agreement to sell dated 30.01.2023 was that the allottee/complainant may make the initial payment as discussed above and further get the agreement to sell dated 30.01.2023 registered, which was done. However, the very basis of the agreement to sell dated 30.01.2023 was that she shall not be compelled to make any payments immediately and she may make the payments as per own convenience and comfort. Further, even if she wishes to hold the balance payment, she may do so and the same may be made by her at the time of the final delivery and possession of the unit, as and when given to her.
- V. That instead of sticking to its promise of allowing the complainant to pay at her convenience, the respondent started sending her unlawful demands seeking her to make further payments. The complainant who is a senior citizen was extremely perturbed and made frantic contacts to the respondent and was assured by its words and in meetings that she need not worry and that the payment requests/reminders are a part of the routine exercise and she need not worry. Further, as regards clause 1.7 of the allotment letter, the complainant was further specifically assured that as such, no interest shall be levied upon her for any late payment.
- VI. That as per the allotment letter, the respondent/builder has no rights, whatsoever to cancel the allotment of the allottee. The respondent can charge interest as per clause 1.7 of the allotment letter for delayed payments, which also stood waived for the complainant. Hence, the

respondent had no right to cancel the apartment/unit of the complainant, under any circumstances, whatsoever.

VII. That further, despite the regular assurances of the respondent, suddenly on 11.06.2024, the respondent sent to the complainant, a letter titled 'Final Notice' for making payment demanding her to pay a huge sum of Rs. 2.32 Crores, which the respondent claimed is due from 05.04.2024 giving her just 30 days to make the payment. The complainant was taken aback by this letter and immediately contacted the team of the respondent and was once again assured that she need not worry and may make the payments at her convenience.

VIII. That the complainant has adequate funds and is ready and willing to make the payment as may be due to the respondent, without prejudice to her rights in light of its commitments of allowing the complainant to pay at her own pace/convenience. However, despite the same, the complainant has received a letter dated 12.07.2024, stating that the respondent has unilaterally cancelled her booking and holding out a threat to be selling the unit already in her name to some 3rd party, hence jeopardizing the interest and title of the complainant.

IX. That the cancellation letter also mentions that in view of the cancellation of the unit, the amount paid on behalf of the complainant i.e. Rs. 3,32,60,049/- shall be refunded after deducting an amount of Rs. 1,07,10,201/-. Vide the said letter, the respondent further asked the complainant to confirm the amount refundable to M/s IIFL Home Finance Ltd. as the unit is mortgaged to the latter. Subsequently, it came to the knowledge of the complainant that the respondent refunded back some amount to M/s IIFL Home Finance Ltd. after making arbitrary deductions.

- X. That the notice dated 12.07.2024 issued by the respondent to the complainant is bad in law and against its own commitment and promises. The complainant was assured that she need not make further payments and she may make the payments at her own pace and convenience being a prestigious customer.
- XI. That in light of the above, the complainant through her counsel, sent a legal notice dated 14.08.2024 inter alia calling upon the respondent to withdraw its letter dated 12.07.2024, within 15 days from the receipt of the said notice and to warn the respondent against attempting to create any 3rd party rights qua the unit allotted to the complainant which remains her property. However, despite receiving the same, no heed has been paid by the respondent to the request of the complainant.

C. Relief sought by the complainants:

9. The complainants have sought the following relief(s)
- Direct the respondent to withdraw its letter dated 12.07.2024 and reinstate the booking of the complainant.
 - Direct the respondent not to create third party rights on the unit.
 - Direct the respondent to send her fresh demand of notice waiving off various unlawful interest/other charges levied by it and demand a legitimate amount towards her dues.
10. 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:

11. The respondent has contested the complaint on the following grounds:
- That the present complaint is not maintainable in law or on facts.

- II. That the complainant has no locus standi or cause of action to file the present complaint.
- III. That the complainant is estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint.
- IV. That complainant & her family members had initially also booked for purchase 4 more independent floors bearing numbers-B-3/12A, B-3/12B, B-3/12C & B-3/12D in the project namely "The Grove" DLF 5, Sector 54, Gurugram, Haryana. Subsequent to making of abovementioned bookings, the bookings in respect of the aforesaid floors were cancelled in the month of May 2023 due to non-payment of installments.
- V. That for the subject unit the complainant had availed loans from M/s. IIFL Home Finance Ltd.
- VI. That the complainant was allotted a residential independent floor bearing number B-3/10 B having plot area measuring 2331.910 sq. ft. carpet area 594.496 sq. ft. balcony area, 400.722 sq. ft. basement area and 201.830 sq. ft. parking area for a total sale consideration of Rs. 9,30,40,196/-.
- VII. That application for allotment dated 08.10.2022 had been voluntarily and consciously executed and submitted by the complainant after scrutinising the terms and conditions incorporated therein. It was mentioned in clause 2(iii) of application for allotment dated 08.10.2022 that respondent would periodically intimate in writing to the complainant the amount payable by the complainant towards consideration in respect of the said apartment.
- VIII. That it was specifically mentioned in clause 21 (i) of the application for allotment dated 08.10.2022 that in case the complainant failed to



make payment of any instalment due as per the payment plan in that event the complainant would be liable to pay interest to respondent on the unpaid amount from the due date of such instalment at the rate prescribed in Haryana Real Estate (Regulation and Development) Rules, 2017. It was categorically mentioned in clause 21 (ii) of the application for allotment that in case the complainant committed default in making payment of outstanding amount for a period beyond 90 days after receipt of notice from respondent in this regard, in that event respondent would be entitled to cancel the allotment of the said apartment and to refund the money paid by the complainant by forfeiting the amounts out of the amount paid for the allotment of the said apartment as mentioned in the aforesaid application.

- IX. That the complainant had opted for time linked payment plan with indicated amount of part sale consideration to be paid on submission of application for allotment followed by three subsequent payments of indicated amounts within 30 days (10%), 90 days (15%) and 270 (25%) days from submission of application for allotment.
- X. That on 14.11.2022 respondent issued reminder letter calling upon the complainant to make payment of outstanding amount. Thereafter, agreement for sale in respect of said apartment had been forwarded for execution to the complainant by respondent along with covering letter dated 15.11.2022. Subsequent thereto another email dated 06.01.2023 had been sent by respondent whereby it was once again conveyed to the complainant that the agreement for sale in respect of said apartment had been forwarded for execution to the complainant and the same had not been returned back after execution by the complainant to respondent.



- XI. Eventually, agreement for sale dated 30.01.2023 had been executed by the complainant and the same had been sent back by respondent to the complainant after registration along with covering letter dated 15.02.2023.
- XII. That the complainant turned out to be a chronic defaulter in timely payment of instalments of consideration in accordance with schedule of payments mentioned in the payment plan. Without being under any obligation to remind the complainant of fulfilling its financial and contractual obligations, reminder letter dated 13.02.2023, 07.03.2023 and final notice for making payment dated 17.04.2023 were sent by respondent to the complainant. In the final notice dated 17.04.2023 a sum of Rs. 1,39,56,031/- was outstanding and payable by the complainant to respondent as on 10.02.2023.
- XIII. That on account of failure on the part of the complainant to make payment of agreed consideration in respect of said apartment, reminder letter dated 10.04.2024 followed by final notice for making payment dated 11.06.2024 had been sent by respondent to the complainant calling upon the complainant to make payment of outstanding amounts mentioned in the aforesaid letters/notice. In the final notice dated 11.06.2024 it was mentioned that sum of Rs. 2,32,58,128/- was outstanding and payable as on 05.04.2024.
- XIV. That under these compelling circumstances cancellation letter dated 12.07.2024 had been issued by respondent to the complainant and yet overdue payments had not been made. Accordingly, the allotment of the said property had been made by respondent for non-payment of dues. In terms of clause 9.3 of agreement for sale the earnest money along with the interest on delayed payments and other non-

refundable amounts of forfeitable character had been deducted out of the payments made by the complainant.

XV. That the conduct of the respondent is fair and transparent manner strictly in conformity with contractual covenants. The complainant was never ready and willing to fulfil its contractual and financial obligations arising out of application for allotment.

12. 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:

13. 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

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

15. 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.

16. 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 complainant(s):

- i. Direct the respondent to withdraw its letter dated 12.07.2024 and reinstate the booking of the complainant.
 - ii. Direct the respondent not to create third party rights on the unit.
 - iii. Direct the respondent to send her fresh demand of notice waiving off various unlawful interest/other charges levied by it and demand a legitimate amount towards her dues.
17. The above mentioned relief no. (i), (ii) and (iii) are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
18. In the present complaint, the complainant booked a unit in the project of respondent namely, 'The Grove' in DLF 5, situated at sector 54, Gurugram. The complainant applied for allotment for allotment of unit vide application dated 08.10.2022 and thereafter vide allotment letter dated 14.10.2022 the complainant was allotted a unit bearing no. B-3/10B on plot no. B-3/10 situated on 2nd floor. Further, the builder buyer's agreement was executed between the complainant and the respondent on

30.01.2023 for the total sale consideration of was Rs. 9,30,40,196/- out of which the complainant has made a payment of Rs. 3,62,89,414/- against the same in all. As per clause 7 of the agreement, the respondent was required to hand over possession of the unit by 31.12.2015.

19. The complainant in the present complaint is seeking relief w.r.t the withdrawal of cancellation letter dated 12.07.2024 and stated that the letter dated 12.07.2024 is illegal and should be dismissed.
20. The plea of the respondent is otherwise and stated that the demand were raised as per payment plan annexed with builder buyer's agreement dated 30.01.2023 and the complainant has made payment of Rs. 3,62,89,414/- However, various reminder letters were issued on 13.02.2023, 07.03.2023, 17.04.2023, 10.04.2024, 01.05.2024, 11.06.2024 but despite repeated follow ups the complainant failed to act further and comply with their contractual obligations and therefore the unit of the complainant was finally terminated vide letter dated 12.07.2024.
21. Now the question before the authority is whether the cancellation issued vide letter dated 12.07.2024 is valid or not.
22. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that the builder buyer agreement was executed between the complainant and respondent on 30.01.2023. The sale consideration of the unit was Rs. 9,30,40,196/- and the complainant has made a payment of Rs. 3,62,89,414/- against the same in all. As per the payment plan annexed as Schedule C in the agreement dated 30.01.2023 at page 118 of the reply, the complainant was required to make payments as per the time linked payment plan. The payment plan is reproduced below for ready reference:

Ins	Description	Due date	TSP_F	GST/Stax	Total
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No.					
1	Amount on Application	08.10.2022	952378.70	47621.30	10,00,000
2	Within 30 days of Application	07.11.2022	7908571.30	395448.30	83,04,019.60
3	Within 90 days of Application	06.01.2023	13291425	664604.50	1,39,56,029.50
4	Within 270 days of Application		22152375	1107674.10	2,32,60,049.10
5	On Application of OC		22152375	1107674.10	2,32,60,049.10
6	On Receipt of OC		13291425	664604.50	1,39,56,029.50
7	On offer of possession		8860950	443069.70	93,04,019.70
8	Total		88609500	4430696.50	9,30,40,196.50

23. As per payment plan the complainant has to make a payment of Rs. 4,65,20,097/- upto 270 days of application. But the complainant has only made a payment of Rs. 3,62,89,414/- the respondent for the payment of outstanding dues issued various reminders dated 13.02.2023, 07.03.2023, 17.04.2023, 10.04.2024, 01.05.2024, 11.06.2024 but the complainant failed to honour its obligation to pay the amount on time.
24. It is pertinent to mention here that as per section 19(6) & 19(7) of Act of 2016, the allottee is under obligation to make payments towards consideration of allotted unit as per builder buyer agreement dated 30.01.2023. The respondent gave various reminders dated 13.02.2023, 07.03.2023, 17.04.2023, 10.04.2024, 01.05.2024, 11.06.2024 for making payment for outstanding dues as per payment plan. Despite issuance of

aforesaid numerous reminders, the complainant has failed to take possession and clearing the outstanding dues. Therefore, the respondent cancelled the unit on 12.07.2024.

25. Thus, the cancellation in respect of the subject unit is valid and the relief sought by the complainants is hereby declined as the complainants-allottee have violated the provision of section 19(6) & (7) of Act of 2016 by defaulting in making payments as per the agreed payment plan. In view of the aforesaid circumstances, only refund can be granted to the complainant after certain deductions as prescribed under law.
26. 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 Ors. 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 flat 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

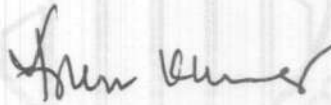
Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission 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."

27. 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. So, the respondent/builder is directed to refund the amount received from the complainant after deducting 10% of the sale consideration and return the remaining amount along with interest at the rate of 11.10% (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 12.07.2024 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

28. 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/builder is directed to refund the deposited amount in both the cases after deducting 10% of the sale consideration along with an interest @11.10% on such balance amount, from the date of termination/cancellation till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
29. This decision shall *mutatis mutandis* apply to cases mentioned in para 3 of this order.
30. Complaints stand disposed of.
31. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.05.2025