

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

Complaint no.	736 of 2024
Date of complaint	23.02.2024
Date of order	14.07.2025

Anshul Jain

Address at: A202, SPS Residency, Plot 18B, Vaibhav
Khand, Indirapuram, Ghaziabad, Uttar Pradesh-201014.**Complainant**

Versus

M/s Pareena Infrastructure Private Limited

Registered address at: Flat no.2, Palam Apartment,
Plot no.13B, Sector-6, Dwarka, New Delhi-110075.**Respondent****CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Shri Sushil Yadav, Advocate

Complainant

Shri Prashant Sheoran, Advocate

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provision of the Act or the rules and regulations made there under or to the allottees 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 complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Coban Residences", Sector-99A, Gurugram
2.	Nature of the project	Residential
3.	Project Area	10.5875 acres
4.	DTCP license no.	10 of 2013 dated 12.03.2013 Valid up to 11.03.2014
5.	Name of licensee	M/s Monex Infrastructure Pvt. Ltd.
6.	RERA Registered/ not registered	Registered Vide no. 35 of 2020 dated 16.10.2020 Valid up to 11.03.2024
7.	Unit no.	202, Tower-2. (As per page no.25 of the reply)
8.	Unit area admeasuring	1997 sq. ft. (As per page no.25 of the reply)
9.	Application form	21.01.2013 (As per page no.11 of the complaint)
10.	Provisional Allotment letter	20.11.2013 (As per page no.25 of the reply)
11.	Letter for execution of buyer's agreement	27.12.2013 (As per page no. 16 of the complainant)
12.	Date of buyer's agreement	Not executed
13.	Possession clause	Not available
14.	Due date of possession	20.11.2016 <i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018 Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware</i>

12

		<p><i>of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</i></p> <p>In view of the above-mentioned reasoning, the date of the provisional allotment letter dated 20.11.2013 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 20.11.2016.</p>
15.	Basic sale consideration	Rs.97,77,312/- (As per application form at page 16 of reply)
16.	Total sale consideration	Rs.1,24,93,771/- (As per application form at page 16 of reply)
17.	Amount paid by the complainant-allottee (last payment was made on 15.10.2013)	Rs.20,27,971/- (As per receipts at page no.17 & 20 of complaint and as per SOA dated 04.06.2016 at page no.73 of reply)
18.	Demands and reminder letters	01.10.2014, 11.11.2014, 11.12.2014, 02.01.2015, 04.02.2015, 25.04.2015, 21.05.2015, 04.08.2015, 29.09.2015, 03.11.2015, 24.11.2015, 04.02.2016, 07.03.2016, 03.06.2016, 13.06.2016, 18.07.2016, 24.01.2017, 08.04.2017, 11.07.2017, 13.07.2018, 05.01.2021. (As per page no.34 – 107 of reply)
19.	Pre-cancellation letter	23.01.2021 (As per page no.110 of reply)
20.	Cancellation letter	23.02.2021 (As per page no.113 of reply)
21.	Occupation certificate/ completion certificate	13.12.2022 (As per page no.9 of reply)
22.	Offer of possession	Not offered
23.	Legal Notice for refund	02.05.2023 (As per page no.31 of complaint)

B. Facts of the complaint:

3. The complainant made the following submissions in the complaint: -
- a. That the respondent is in the business of construction/ developing residential apartments/ commercial spaces in Haryana. Relying on the promise and undertakings given by the respondent in the application towards provisional booking of space to be released in future dated 21.01.2013 complainant made the payment of amounting Rs.8,50,000/- through cheque no 628547 dated 23.01.2013.
 - b. The complainant made payment of Rs.20,27,917/- to the respondent vide different cheques on different dates, the details of which are as annexed with complaint.
 - c. That application towards provisional booking of space to be released in future was executed on dated 21.01.2013 and as per para no 2 and clause (a) of the application towards provisional booking of space to be released in future the respondent had to give allotment of a space/unit with a maximum period of 9 months from the date of payment of advance booking amount. It is pertinent to mention here that respondent fail to give allotment of any space/unit with the promised date.
 - d. That the complainant used to telephonically ask the respondent about the progress of allotment of any space/unit and the respondent always gave false impression that they are work on it and accordingly respondent asked for the another payment of Rs.11,77,971/- which the complainant gave on time through cheque no.628549 dated 23.09.2013 and when complainant again asked the respondent about the allotment of space/unit the respondent started evading the matter from the one pretext to another.
 - e. That the complainant requested many time to respondent to execute the builder buyer agreement but respondent also fails to execute the same and

put all the request of complainant to his deaf ears. It appears that respondent has played fraud upon the complainant. The only intention of the respondent was to take payments from the complainant. The respondent mala-fide and dishonest motives and intention cheated and defrauded the complainant.

- f. That despite receiving huge amount of Rs.20,27,917/- payments on time for all the demands raised by the respondent for the allotment of any space/unit with the promised date and despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondent has failed to give allotment of any space/unit to the complainant within stipulated period.
- g. That thereafter complainant requested respondent several times through telephone for release of the amount of Rs.20,27,971/- paid by complainant to respondent but respondent have always been delaying the same on one pretext or the other and so far, have not paid even a single paisa out of the amount.
- h. That the complainant was in utter shock known the respondent sent cancellation letter on 23.02.2021, despite to the refund the amount paid by the complainant, respondent sent cancellation letter.
- i. That due to this omission on the part of the respondent the complainant has been suffering from disruption on his living arrangement, mental torture, and agony and also continues to incur severe financial losses. That on the ground of parity and equity the respondent also be subjected to pay the same rate of interest hence the respondent is liable to pay interest on the amount paid by the complainant from the date of each payment.
- j. That the complainant has requested the respondent several times on making telephonic calls and also personally visiting the offices of the

respondent to refund the amount paid by the complainant but respondent has flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainant with his hard-earned huge amount of money and wrongfully gains himself and caused wrongful loss to the complainant.

C. Relief sought by the complainant:

4. The complainant has sought the following relief(s):
 - i. Direct the respondent to refund the entire amount paid to the promoter in respect of the allotted unit with interest at the prescribed rate.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent:

6. The respondent contested the complaint on following grounds: -
 - a. That the present complaint is not maintainable in the eyes of law. That without prejudice and without admitting the claim of complainant and for the purpose of limitation only it is submitted respondent had cancelled unit in question vide letter dated 23.03.2021 and email was also sent in this regard on 26.02.2024, whereas present complaint has been filed after expiry of 3 years in 2024. That even otherwise complainant intentionally sent only a copy of the complaint to the respondent without providing documents as mentioned in the complaint. Thus, the respondent reserves its right to file additional reply if required after getting documents from the complainant.
 - b. That the respondent has already obtained occupation certificate of the project in question and the same is attached herein as annexure-R1. However, the possession could not be offered to complainant due to reason that complainant never came forward to either pay as per demand raised by respondent or returned builder buyer agreement.

- c. That the complainant has twisted and manipulated the facts of the case and presented them in a manner to depict respondent's fault, rather actually it was the complainant who failed to perform their part in order to enter upon a concluded contract. That the complainant failed to prove any violation on the part of respondent in the present case. That it is pleaded by complainant that he had applied for an allotment in the project of respondent and initially paid an amount of Rs.8,50,000/-. That thereafter respondent issued a letter to the complainant and apprises about the sanctioning of building plan and requested to pay further amount and also requested to get a builder buyer agreement executed since the allotment shall be governed by the terms and conditions of unit buyer agreement. That it is also admitted by the complainant that after applying for allotment, respondent issued a letter dated 03.08.2013, wherein it was specifically mentioned that 3 BHK + SQ is being allocate to you and further the complainant was requested by the respondent to deposit an amount of Rs.11,77,971/- in order to allot a specific apartment in their favor. That after receiving of said letter complainant paid said amount to get allotment of specific unit in their favor. That thereafter vide allotment letter dated 20.11.2013 an allotment of unit no. T2-202 was done in his favor. That thereafter vide letter dated 27.12.2013 respondent sent Apartment buyer agreement but same was never returned by complainant. That after some time complainant apprised that he had given said agreement to his broker and same will be handed over to respondent soon, that in due course of time a noting was also made on the letter dated 27.12.2013 in this regard. That thereafter respondent issued several demand letters to complainant but not even a single penny was paid by complainant against demands raised by respondent, that respondent even

reminded complainant about pending execution of apartment buyer agreement but complainant pays no heed to genuine request respondent and kept on ignoring all the demands as well as execution of buyer's agreement.

- d. That the complainant out of their own will, never came forward to execute buyer's agreement and after passing of more than 11 years filed present baseless complaint. That the present complaint is hopelessly barred by the law of limitation. That the limitation act, being a central act is applicable to RERA as well and the circumstances, wherein RERA is silent about the period of limitation, the limitation act will apply and all the complaints have to comply with the law of limitation in order to being maintainable.
- e. That recently in a similar matter of respondent company, wherein the complainant was not coming forward to get a builder buyer agreement executed and fails to pay the amount demanded by the respondent, the authority observed that since the amount paid by the complainant is lower than 10%, thus no case of refund is made out.
- f. That after issuance of allotment letter following demands were issued to complainant: - Letter dated 27.12.2013 for execution of apartment buyer agreement, letter dated 01.10.2014 for an amount of Rs.12,59,117/- on start of excavation, reminder letters dated 11.11.2014, 11.12.2014, 02.01.2015, 11.02.2015, 25.04.2015, 27.04.2015, 28.05.2015, further request vide email dated 05.06.2015 for pending builder buyer agreement and demand letter dated 04.08.2015 against stilt floor for an amount of Rs.23,89,369/- and reminder letters dated 29.09.2015, 03.11.2015, 24.11.2015 and demand letter dated 04.02.2016 against 3rd floor for an amount of Rs.35,92,221/- 07.03.2016, and reminder letters dated 03.06.2016, 04.06.2016, 07.06.2016 and demand letter dated 28.06.2016

against 6th floor for an amount of Rs.47,98,006/- and reminder letters 15.06.2016, 30.06.2016, 08.07.2016, 16.07.2016, 24.01.2017, 28.01.2017, 08.04.2017, 11.04.2017, 11.07.2017, 13.07.2017 and demand letter dated 05.01.2021 against completion of brick work for an amount of Rs.1,16,36,692/- and pre-cancellation letter dated 23.01.2021 and lastly cancellation letter dated 23.02.2021 and email dated 26.02.2021 regarding cancellation.

g. That complainant has not paid any amount against above stated 32 reminders over a span of 8 years, and as a last resort cancelled the allotment of complainant. Thus, it is crystal clear that the allegations levied by the complainant are absolutely false and frivolous.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and written submissions made by the parties.

E. Jurisdiction of the authority:

9. The plea of the respondents regarding lack of jurisdiction of Authority is 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

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be 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

11. 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.

12. So, 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 complainant at a later stage.
13. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** And followed in case of ***Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021*** wherein it has been laid down as under: -

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment

of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon Under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication Under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer Under Section 71 and that would be against the mandate of the Act 2016"

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant:

F.I Direct the respondent to refund the entire amount paid to the promoter in respect of the allotted unit with interest at the prescribed rate.

15. In the present complaint, the complainant intends to withdraw from the project and is seeking refund of the entire paid-up amount of Rs.20,27,971/- along with interest at the prescribed rate as per the Act, 2016. In the present complaint the complainant contented that he had applied for a booking of an apartment in project "Coban Residences" being developed by the respondent on 21.01.2013 and as per clause C of the application form the respondent/promoter has to issue allotment letter within 9 months, failing which the promoter shall refund the amount along with 9% interest. However, in the present case the allotment letter was issued by the promoter on 20.11.2013 (i.e., after 9 months of booking). Also, the respondent has not executed the buyer's agreement with the complainant-allottee and hence, the complainant is entitled for full refund along with interest.

16. The respondent submitted that, the offer for allotment was made to the complainant on 03.08.2013, i.e., within 9 months of application form dated

na

21.01.2013 and a letter for allotment was issued on 20.11.2013. Further, after issuance of the allotment letter, on 27.12.2013, the respondent has sent a letter to the complainant with respect to the execution of buyer's agreement. But the complainant does not come forward to execute buyer's agreement. The respondent has raised a plea in its reply that the complainant is defaulter and has failed to make payment as per the agreed payment plan. Therefore, various demands, reminders and final opportunity letters were issued to the complainant on 01.10.2014, 11.11.2014, 11.12.2014, 02.01.2015, 04.02.2015, 25.04.2015, 21.05.2015, 04.08.2015, 29.09.2015, 03.11.2015, 24.11.2015, 04.02.2016, 07.03.2016, 03.06.2016, 13.06.2016, 18.07.2016, 24.01.2017, 08.04.2017, 11.07.2017, 13.07.2018, 05.01.2021. Accordingly, the complainant has failed to abide by the terms of the application form dated 21.01.2013 by defaulting in making payments in a time bound manner as per payment schedule. Thereafter, on account of non-payment of outstanding dues the respondent has issued pre cancellation letter on 23.01.2021 and Finally cancelled the unit on 23.02.2021. Further submitted that the project is completed and the occupation certificate was granted by the competent authority on 13.12.2022.

17. Upon consideration of documents available on record and submissions made by both the parties. The Authority observes that as per clause C of application towards provisional booking of space to be released in future dated 21.01.2013, that in case if the promoter is unable to make offer of allotment for a unit within a period of 9 months due to any reason, the complainant is entitled to the refund of the advance booking amount along with simple interest @9% p.a. applied from the date of each of the payments comprising the advance booking amount. The relevant clause-C is reproduced below:

"In case you are unable or otherwise cannot make any offer of allotment of a unit within a period of 9 months due to any reason, whatsoever. I/we shall



only be entitled to the refund of the advance booking amount along with simple interest @9% p.a. applied from the date of each of the payments comprising the advance booking amount ("Refund")."

18. In the instant case, the liability of the respondent/promoter as per clause-C of application form, is to make an offer of allotment within a period of 9 months from the application form, failing which the complainant is entitle for full refund along with interest @9% p.a. However, the complainant/allottee had applied for a booking on 21.01.2013 and an offer for allocation of unit was made by the respondent to the complainant/allottee on 03.08.2013 i.e., well within period of 9 months from the date of application form. Further a provisional allotment letter was issued on 20.11.2013. Hence, the contention of the complainant w.r.t to grant full refund along with interest in terms of clause-C of application form is devoid of merits and is hereby dismissed.
19. Now the question before the Authority is that whether this cancellation letter dated 23.02.2021 is valid or not?
20. It is further observed by the Authority that at the time of application form the complainant has opted for construction linked payment plan and last payment was made by the complainant was in August, 2013. It is also on record, that multiple demand/ reminder letters dated 01.10.2014, 11.11.2014, 11.12.2014, 02.01.2015, 04.02.2015, 25.04.2015, 21.05.2015, 04.08.2015, 29.09.2015, 03.11.2015, 24.11.2015, 04.02.2016, 07.03.2016, 03.06.2016, 13.06.2016, 18.07.2016, 24.01.2017, 08.04.2017, 11.07.2017, 13.07.2018, 05.01.2021 were sent by the respondent to the complainant, to clear the outstanding dues prior to the cancellation of the allotment.
21. Further, as per clause 12 of the application form (page 12-22 of reply), the respondent/promoter has a right to cancel the unit in case the allottee has breached the terms of application form agreed by the complainant/allottee



by signing on it. Clause 12 of the application form is reproduced as under for a ready reference:

12. TIME IS OF ESSENCE:

"... Even then, if the Applicant(s) / Intending Allottee(s) fail to pay the instalment along with interest within 60 days, from the due date, the Company shall forfeit the amount of earnest money/registration money deposited by him/her/them and the allotment shall stand cancelled and he/she/they shall have no lien/charge/interest/right on the said Apartment. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the company after adjustment of interest on delayed payments, if any, due from the Applicants)/Intending Allottee(s)..."

[Emphasis Supplied]

22. It is observed that as per Section 19 (6) & 19 (7) of the Act, 2016, the complainant/allottee was under an obligation to make timely payment as per the agreed payment plan towards consideration of the allotted unit. Despite being granted several opportunities to comply with his obligations, the complainant failed to discharge his obligation for making timely payment of the outstanding dues. Thus, the respondent has cancelled the allotment of the subject unit due to non-payment on 23.02.2021, after issuance of pre-cancellation letter dated 23.01.2021. Therefore, the cancellation letter dated 23.02.2021 is hereby held to be valid in the eyes of law. Moreover, the respondent has completed the construction and has obtained the requisite occupation certificate on 13.12.2022.
23. However, after cancellation of the allotted unit, the respondent is not entitled to keep the money paid by the complainant with it and the respondent is under obligation to return the paid-up amount after deducting the amount of earnest money. In this case, refund can only be granted after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority, Gurugram (Forfeiture of Earnest Money by the builder) Regulations, 11(5) of 2018. The Authority observes that clause 4 of



application form talks about that in the event of default or breach of any terms and conditions of the buyer's agreement by the allottee, the respondent is entitled to forfeit the amount of earnest money. The relevant Clause 4 of application form is reproduced as under for a ready reference:

4.Earnest Money: The applicants) agrees that out of the amounts) paid/payable towards the sale price, the Company shall treat 15% of the sale price as earnest money to ensure fulfilment, by the applicants) of the terms and conditions as contained in this application and apartment buyers Agreement. The applicants) hereby authorized the Company to forfeit this earnest money along with interest paid, due or payable along with other amount refundable nature. In case, of non-fulfilment of the terms and conditions herein contained and the apartment buyer agreement also in the event of failure by the applicants) to sign and return to the Company the Apartment buyer Agreement within 15 (Fifteen) days from the dispatch by the Company.

24. It is contended by the respondent that they are liable to forfeit amount towards earned money, statutory charges, brokerage etc. However, the issue with regard to deduction of earnest money on cancellation of a contract arose in cases of ***Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, and wherein it was held that 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/438/2019 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."

25. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, and the respondent-promoter can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. So, the respondent-promoter is directed to refund the amount of Rs.20,27,971/- received against the allotted unit after deducting 10% of the sale consideration and return the remaining amount along with interest on such balance amount 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 cancellation of allotted unit i.e., 23.02.2021 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

12

G. Directions of the Authority:

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

- i. The respondent-promoter is directed to refund the paid-up amount of Rs.20,27,971/- after deduction of 10% of sale consideration, being earnest money along with interest on such balance amount at the rate of 11.10% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of cancellation of allotted unit i.e., 23.02.2021 till the actual date of refund of the amount.
- ii. A period of 90 days is given to the respondents to comply with the directions given in this order failing which legal consequences would follow.

27. Complaint stands disposed of.

28. File be consigned to the registry.

Dated: 14.07.2025


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