

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

Complaint no. : 296 of 2025  
Date of complaint : 21.01.2025  
Date of order : 03.09.2025

Arunabh and Supriya,  
**Both R/o:** - H. No. D\_904, The New Rajput CGHS,  
Plot-23, Sector 12, Dwarka, Delhi-110078.

**Complainants****Versus**

M/s Imperia Structures Pvt. Ltd.  
**Regd. Office at:** A-25, Mohan Co-operative  
Industrial Estate, New Delhi-110044.

**Respondent**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Sanjay Kumar and Vikas Mittal (Advocates)  
Shubham Mishra (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainants/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 provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainants, 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 Esfera" at sector 37-C, Gurgaon, Haryana
2.	Nature of the project	Group Housing Complex
3.	Project area	17 acres
4.	DTCP license no.	64 of 2011 dated 06.07.2011 valid upto 15.07.2017
5.	Name of licensee	M/s Phonix Datatech Services Pvt Ltd and 4 others
6.	RERA Registered/ not registered	Registered vide no. 352 of 2017 issued on 17.11.2017 up to 31.12.2020
7.	Apartment no.	1404, Tower- A (page no. 18 of complaint)
8.	Unit area admeasuring	1850 sq. ft. (page no. 18 of complaint) Increase in area- 2035 sq.ft. (page 29 of complaint)
9.	Date of builder buyer agreement	Not executed
10.	Possession clause	Not on record
11.	Date of booking	05.02.2015 (page 18 of complaint)
12.	Due date of possession	05.02.2018 <b>[Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]</b>
13.	Total sale consideration	Rs.1,12,13,841/- [as per page 25 of complaint]
14.	Amount paid by the complainant	Rs.35,14,087/- [as per page no. 22-23 of complaint]
15.	Occupation certificate	12.07.2024 (as per page 34 of reply)



16.	Demand Notice cum Possession offer for fit outs	11.08.2021 (page 26 of complaint)
17.	Offer of possession for fit outs	15.03.2024 (page 29 of complaint)
18.	Offer of possession and demand of outstanding dues letter	17.07.2024 (page 33 of complaint)
19.	Reminder	17.08.2024 (page 36 of complaint)
20.	Pre-cancellation letter	28.08.2024 (page 37 of complaint)
21.	Final cancellation notice	27.11.2024 (page 38 of complaint)

## B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That the complainants booked a unit bearing no. A-1404, Tower A, admeasuring 1850 sq.ft. in the project of the respondent named "The Esfera" situated at Sector-37C, Gurugram, Haryana, promoted/developed by respondent. The total full and final consideration of the said unit was Rs.1,12,13,841/- including basic sale price, PLC, Additional Charges viz. development charges, club membership, car parking, FFC, EEC & PBIC, service tax etc. A welcome letter dated 05.02.2015 and a demand letter dated 05.02.2015 pertaining to the allotment of aforesaid unit.
- II. That the complainant vide email dated 23.02.2015 requested the respondent to share the allotment agreement pertaining to the unit but no allotment agreement was ever issued by respondent in favour of the complainant. That the respondent without entering into the allotment agreement, took Rs.35,47,702/- from the complainant which is approx. 35% of the flat value. The said amount was paid by

the complainant till 08.04.2015 and within 90 days from the date of its booking.

- III. That at the time of booking, the respondent had undertaken to deliver possession of the flat to the complainants by December 2017.
- IV. That as per the welcome letter and the demand raised by the respondent, the complainants in discharge of the financial obligations towards the respondent has made timely payments to the tune of Rs.35,14,087/- as and when demanded by the respondent. However, the respondent failed to provide the possession of the said flat within the prescribed period committing breach of the provisions of Act, 2016.
- V. That after being silent for more than 6 years, the complainants received a letter dated 11.08.2021 captioned as demand note cum possession offer for fit-out from the respondent intimating them that their allotted flat bearing flat no. a-1404, is at pre-possession stage and certain formalities were required to be fulfilled before the actual possession could be offered. In the said demand note cum possession offer for fit-out the respondent has increased the super area of the unit from 1850 sq. ft. to 2035 sq. ft. which is highly shocking and surprising for the complainant since the complainant neither informed nor gave any permission for the increasing of the super area. The complainants also received a possession outstanding statement sent by the respondent thereby illicitly demanding an amount of Rs.1,01,87,479/- including various illegitimate charges viz. average escalation cost of Rs.9,21,930/- and increase area charges amounting to Rs.10,40,625/- and applicable taxes thereon.
- VI. That after receiving the said demand note cum possession offer for fit-out the complainant sent several emails raising the question of



illegal charges mentioned in the said demand attached with the said demand note cum possession offer for fit-out but no satisfactory answer was given by the respondent. Due to the such malafide practice of the respondent the complainant has requested the respondent to refund the amount paid by the complainant along with the applicable interest prescribed, but all the requests of the complainant are gone in vain.

- VII. That after the email conversations held between August 2021 and March 2022 wherein the respondent had miserably failed to satisfactorily answer the queries of the complainant and also failed to refund the amount paid by the complainant, the respondent again remained silent for 2 years and in March 2024 the respondent sent a letter captioned as offer of possession for fit-out dated 15.03.2024; the complainant responded to the said letter through an email wherein the complainant enquired about the IRP proceedings which were pending against the respondent; however the respondent never responded to the said email dated 27.03.2024 despite several reminders from the complainant.
- VIII. That in July 2024, the respondent sent a letter captioned as offer of possession and demand of outstanding amount dated 17.07.2024; further on 25.07.2024 the respondent sent an email to the complainant, informing him that the respondent has obtained the Occupation Certificate for Tower A, B, C on 12.07.2024, and demanded clearance of outstanding dues by the complainant; in response the complainant has explicitly admitted to clear the outstanding dues provided that the respondent makes the necessary corrections in the demand and thereby deducting all the charges pertaining to illegitimate increase in the super area of the unit from

1850 sq.ft to 2035 sq.ft, which was done without and beyond the knowledge and consent of the complainant, and also inculcating the deductions on the account of delay penalty as per the RERA norms and also as a prudent man the complainant demanded the respondent to provide the copies of the occupation certificate and other NOCs to the complainant; however the respondent has miserably failed to provide the same.

- IX. That in the month of August 2024, the respondent had shown unprecedented activity and in a haphazard way, due to the reasons best known to him/them, sent 2 payments reminders dated 17.08.2024 and 28.08.2024 without addressing the important issues raised by the complainant; and ultimately through a letter dated 27.11.2024 the respondent had arbitrarily cancelled the booking of the complainant without paying any heed to the just and proper demands of the complainant.
- X. That the complainant has suffered long enough, this agreement has brought only mental harassment and stress due to delay in the construction of the project on the part of the respondent, now wishes to get the refund of the amount paid against the flat booked with interest.
- XI. That the respondent has alleged that the complainant had not confirmed his postal address as a result of which the respondent could not dispatch the BBA to the complainant and consequently the respondent was unable to get the BBA signed by the complainant; however, the respondent has wilfully, deliberately and with malafide intentions concealed the material fact, from the Authority, that the complainant has promptly responded to both the emails, on 10.07.2015 and 29.07.2015 respectively, wherein he had confirmed



his postal address for dispatching the BBA. It is quite intriguing to note here that the respondent has always sent all the demand letters at the same postal address of the complainant; and also, that the last few demand letters and notices were sent on the new postal address of the complainant, this is a clear manifestation that the respondent always had the correct and updated postal address of the complainant since the time of booking.

- XII. That the respondent has been quite negligent in its conduct and when the respondent sent the demand letter after receiving Occupation Certificate, the respondent had deliberately excluded the delay penalty, while calculating the final payment amount, and when the complainant demanded clarification and deduction of the delay penalty, for the period from December 2017 to July 2025, from the final payment amount as per the provisions of the Act, the respondent remained unresponsive and never addressed this issue.
- XIII. That the complainant had the knowledge that insolvency proceedings were in progress against the respondent and in July 2024, when the respondent issued the demand letter for the payment, the complainant also demanded clarification regarding the status of the insolvency proceedings against the respondent, the respondent remained unresponsive over this issue, and the complainant was afraid that in case the complainant makes the complete payment for the said unit and the respondent is declared insolvent, then his quantum of losses would be far greater.

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

4. The complainant has sought following relief(s).
- i. Direct the respondent to refund the paid-up amount along with interest as per provisions of Section 18 and 19 of Act.

- ii. Direct the respondent to pay compensation for mental harassment.
- 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 the respondent.**

- 6. The respondent vide its reply dated 23.04.2025 has contested the complaint on the following grounds:
  - i. That the complainant after making independent enquiries and after being fully satisfied about the project, had booked a unit with the respondent in its project namely 'The Esfera' located in Sector-37C, Gurugram. The respondent provisionally allotted the unit bearing no. A 1404 in favor of the complainant for a total sale consideration of Rs.1,15,45,129/- including applicable taxes and additional miscellaneous charges and opted the possession linked payment plan on the terms and conditions mutually agreed between them.
  - ii. That the complainant was duly informed about the finalization and signing of the BBA. In furtherance thereof, the respondent, in good faith and with due diligence, sent an email dated 28.07.2015 to the complainant specifically requesting confirmation of the address for dispatch of BBA. However, despite having received the communication, the complainant failed to respond and willfully neglected to take any steps towards completion of the process.
  - iii. That the respondent made repeated efforts to contact the complainant telephonically and requested them to either provide the necessary address for delivery or personally collect the agreement. Despite these bona fide efforts, the complainant remained unresponsive. It is therefore wholly incorrect and misleading for the complainant to



attribute the non-signing of the BBA to any lapse on part of the respondent.

- iv. That the complainant has while alleging unresponsiveness on the part of the respondent, failed to disclose that he/she has consistently defaulted in making timely payments.
- v. That delay was caused in completion of construction of the said project due to certain unforeseeable circumstances such as shortage of building material and labour, ban on construction activities due to orders passed by Hon'ble Supreme Court, National lockdown due to pandemic Covid-19, non-payment of outstanding dues by numerous allottees, including the complainant and are duly covered under force majeure clause of the BBA. Further, the respondent company entered the corporate insolvency resolution process vide order dated 31.08.2023 passed by the Hon'ble National Company Law Tribunal. During the period of the moratorium, which lasted for five months, all operations of the respondent company were suspended.
- vi. That the complainant has further failed to disclose that he was repeatedly reminded to clear his outstanding dues. However, he consistently avoided making the necessary payments, often citing one excuse or another. This obligation, along with the consequences of non-payment, is clearly outlined in Clause 6 of the booking form.
- vii. That the complainant was duly informed that the respondent had applied for the occupation certificate and was expecting to receive the same in due course. Accordingly, the complainant was intimated to clear the outstanding dues, with a further assurance that possession of the unit would be handed over immediately upon receipt of the OC.
- viii. That the delay in obtaining the OC was attributable to circumstances falling within the ambit of the Force Majeure clause. Nevertheless, the

In-principle OC was duly obtained on 13.03.2024 and the same was promptly communicated to the complainant vide letter dated 15.03.2024.

- ix. That the respondent upon completion of all necessary formalities and compliance with the applicable regulatory norms, successfully obtained the final OC for the project from the competent authority on 12.07.2024. In accordance with the terms and conditions of the mutually agreed payment plan, the respondent thereafter issued a demand notice to the complainant on 17.07.2024, calling upon him to remit the outstanding dues amounting to Rs.1,02,50,195/-. Subsequently, the complainant was again informed about the receipt of the final OC and was reminded to clear the outstanding dues via an email dated 25.07.2024. Despite due intimation and sufficient opportunity, the complainant failed to comply with the payment demand.
- x. That the complainant has alleged that the increase in the super area was not justified. However, this contention is completely misconceived and contrary to the terms expressly agreed upon. The possibility of a variation in the area is clearly stipulated in the booking form, which was duly signed and accepted by the complainant.
- xi. That the respondent was prepared to hand over possession and, accordingly, issued reminder letters dated 17.07.2024 and 17.08.2024. Notwithstanding these reminders, the complainant failed to make the required payment. Subsequently, the respondent sent a pre-cancellation notice dated 28.08.2024, reiterating the request for the complainant to make the payment and take possession. However, the complainant did not comply. After providing the complainant with ample opportunities, the respondent had no alternative but to cancel



the allocation of the said unit, as communicated in the letter dated 27.11.2024.

- xii. That after the cancellation of the complainants' allotment, the respondent has already created third-party rights in respect of the said unit.
  - xiii. That the respondent is willing to refund the amount paid by the complainant, subject to a deduction of earnest money in accordance with Clause 7 of the booking form. It is further emphasized that the booking form has been duly signed by the complainant, thereby establishing it as a legally binding contract between both parties. Furthermore, the respondent, acting in good faith and with bona fide intent, had prepared the refund cheques for both the complainants. In continuation of this, a letter dated 24.02.2025 was duly issued, requesting the complainants to visit and collect the refund amount after deduction of the earnest money, in accordance with the agreed terms.
7. 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 submissions made by the parties.

**E. Jurisdiction of the authority**

8. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.1 Territorial jurisdiction**

9. 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**

10. 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) 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.*

11. 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.

## **F. Findings on the objections raised by the respondent.**

### **F.I Objections regarding force majeure.**

12. The respondent-promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction, shortage of material and labour, major spread of Covid-19 across worldwide, non-payment of outstanding dues by numerous allottees including the complainant, initiation of CIRP proceedings against respondent company etc. However, all the pleas advanced in this regard are devoid of merits. First of all, the possession of the unit in question was to be offered by



05.02.2018. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Further, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the respondent-promoter cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

**G. Findings on the relief sought by the complainants.**

**G.1 Direct the respondent to refund the entire paid-up amount along with prescribed rate of interest.**

13. The complainants have submitted that they have booked a unit bearing no. A-1404, Tower A, admeasuring 1850 sq.ft. in the project of the respondent named "The Esfera" situated at Sector-37C, Gurugram, Haryana. The total sale consideration of the said unit was Rs.1,12,13,841/- and they have paid a sum of Rs.35,14,087/- as and when demanded by the respondent. The complainants vide email dated 23.02.2015, requested the respondent to share the allotment agreement pertaining to the unit but no allotment agreement was ever issued by respondent in favour of the complainants. After being silent for more than 6 years, the complainants received a letter dated 11.08.2021 captioned as demand note cum possession offer for fit-out from the respondent intimating them that their allotted flat is at pre-possession stage and certain formalities were required to be fulfilled before the actual possession could be offered. In the said demand note cum possession offer for fit-out, the respondent has increased the super area of the unit from 1850 sq. ft. to 2035 sq. ft. and illicitly demanded an amount of Rs.1,01,87,479/- including various illegitimate charges viz.

average escalation cost of Rs.9,21,930/- and increase area charges amounting to Rs.10,40,625/- and applicable taxes thereon. The complainants after receiving the said demand note cum possession offer for fit-out the complainant sent several emails raising the question of illegal charges mentioned in the said demand attached with the said demand note cum possession offer for fit-out but no satisfactory answer was given by the respondent. In July 2024, the respondent sent a letter captioned as offer of possession and demand of outstanding amount dated 17.07.2024; further on 25.07.2024 the respondent sent an email to the complainant, informing him that the respondent has obtained the Occupation Certificate for Tower A, B, C on 12.07.2024, and demanded clearance of outstanding dues by the complainant; in response the complainant has explicitly admitted to clear the outstanding dues provided that the respondent makes the necessary corrections in the demand and thereby deducting all the charges pertaining to illegitimate increase in the super area of the unit from 1850 sq.ft to 2035 sq.ft, which was done without and beyond the knowledge and consent of the complainant, clarification regarding the status of the insolvency proceedings against the respondent and also inculcating the deductions on the account of delay penalty as per the RERA norms. However, the respondent sent 2 payments reminders dated 17.08.2024 and 28.08.2024 without addressing the important issues raised by the complainant and ultimately through a letter dated 27.11.2024 the respondent had arbitrarily cancelled the booking of the complainant without paying any heed to the just and proper demands of the complainants. The respondent has alleged that the complainant had not confirmed his postal address as a result of which the respondent could not dispatch the BBA to the complainant and consequently the



respondent was unable to get the BBA signed by the complainant; however, the complainant has promptly responded to both the emails, on 10.07.2015 and 29.07.2015 respectively, wherein he had confirmed his postal address for dispatching the BBA and the last few demand letters and notices were sent on the new postal address of the complainant. The respondent has contended that it has sent an email dated 28.07.2015 to the complainant specifically requesting confirmation of the address for dispatch of BBA. However, despite having received the communication, the complainant failed to respond and willfully neglected to take any steps towards completion of the process. The respondent upon completion of all necessary formalities and compliance with the applicable regulatory norms, successfully obtained the final OC for the project from the competent authority on 12.07.2024. In accordance with the terms and conditions of the mutually agreed payment plan, the respondent thereafter issued a demand notice to the complainant on 17.07.2024, calling upon him to remit the outstanding dues amounting to Rs.1,02,50,195/-. Subsequently, the complainant was again informed about the receipt of the final OC and was reminded to clear the outstanding dues via an email dated 17.07.2024, 25.07.2024 and 17.08.2024. Notwithstanding these reminders, the complainant failed to make the required payment. Subsequently, the respondent sent a pre-cancellation notice dated 28.08.2024, reiterating the request for the complainant to make the payment and take possession. However, the complainant did not comply. After providing the complainant with ample opportunities, the respondent had no alternative but to cancel the allocation of the said unit, as communicated in the letter dated 27.11.2024. Now the question

before the Authority is whether the cancellation made by the respondent vide letter dated 27.11.2024 is valid or not.

14. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that on the basis of provisions of allotment, the complainants have paid an amount of Rs.35,14,087/- against the sale consideration of Rs.1,12,13,841/- and no payment was made by the complainants after April 2015. Further, as per the demand letter dated 05.02.2015, the complainants were liable to pay an amount of Rs.44,54,202/- towards the sale consideration of unit, within a period of 90 days of booking, but they have only paid a sum of Rs.35,14,087/- till date. Furthermore, the occupation certificate for the tower in question was granted to the respondent on 12.07.2024 and thereafter possession of the unit was offered to the complainants vide offer of possession and demand letter dated 17.07.2024, subject to payment of outstanding dues amounting to Rs.1,02,50,195/- under various heads including increased area charges and escalation cost. The respondent thereafter sent reminder letter dated 17.08.2024 and a pre-cancellation notice dated 28.08.2024 to the complainants for payment of outstanding dues. The complainants defaulted in making payment towards outstanding dues and ultimately leading to cancellation of unit vide final cancellation notice dated 27.11.2024. The Authority holds that although the demands for extra payment on account of increase in the super area and escalation cost by the respondent-promoter without any justification/clarification were not a valid one, however the complainants were obligated to pay the demands towards balance sale consideration of the unit, which have remained unpaid till date. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely



manner. Further, Section 19(10) of the Act obligates the allottee to take possession of the unit within a period of two months from the date of issuance of occupation certificate. Hence, in view of the above, the cancellation of the unit is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money. However, the deductions made from the paid-up amount by the respondent are not as per the law of the land laid down by the Hon'ble apex court of the land in cases of *Maula Bux Vs. Union of India (1973) 1 SCR 928*, *Sirdar K.B Ram Chandra Raj Urs Vs. Sarah C. Urs, (2015) 4 SCC 136*, and followed by the National Consumer Dispute Redressal Commission, New Delhi in consumer case no. 2766/2017 titled as *Jayant Singhal and Anr. Vs. M/s M3M India Ltd.* decided on 26.07.2022 and took a view that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in nature of penalty, then provisions of Section 74 of Contract Act, 1872 are attracted and the party so forfeiting must prove actual damages. After cancellation of allotment, the unit remains with the promoter and as such, there is hardly any actual damage. So, it was held that 10% of the sale price is reasonable amount to be forfeited in the name of earnest money. Thus, keeping in view the principles laid down by the Hon'ble Apex court in the above mentioned two cases, the rules with regard to forfeiture of earnest money were framed by the Authority known as Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, 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."*

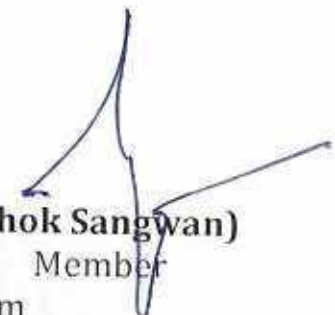
15. Keeping in view the aforesaid factual and legal provisions, the respondent cannot retain the amount paid by the complainants against the allotted unit and is directed to refund the paid-up amount of Rs.35,14,087/- after deducting 10% of the sale consideration of Rs.1,12,13,841/- being earnest money along with an interest @10.85% p.a. (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 on the refundable amount from the date of cancellation i.e. 27.11.2024 till actual date of refund of the amount within the timelines provided in Rule 16 of the Rules, 2017 *ibid*.

**G. Directions of the authority**

16. 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):
- The respondent is directed to refund the paid-up amount of Rs.35,14,087/- after deducting 10% of the sale consideration of Rs.1,12,13,841/- being earnest money along with an interest @10.85% p.a. on the refundable amount from the date of cancellation i.e. 27.11.2024 till actual date of refund of the amount.



- 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.
  - iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of the refundable amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of complainants/allotee.
17. Complaint stands disposed of.
  18. File be consigned to registry.

  
**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 03.09.2025