

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

Complaint no. :	4269 of 2024
Order reserved on:	08.08.2025
Order pronounced on:	12.09.2025

Debashish Mukhopadhyay  
**R/O:** Ward no. 06, Suri Birbhum, West Bengal-  
731101

**Complainant****Versus**

M/s KPDK Buildtech Pvt. Ltd.  
**Regd. office:** 2<sup>nd</sup> Floor, A-8, Paryavaran  
Complex IGNOU Road, New Delhi

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman****APPEARANCE:**

Sh. Gaurav Rawat  
Sh. Himanshu Singh

Advocate for the complainant  
Advocate for the 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 provisions 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 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. No.	Heads	Information
1.	Name and location of the project	Newtown Square, Sector 95A, Gurgaon, Haryana
2.	Nature of the project	Commercial Complex
3.	Project area	3.075 acres
4.	DTCP license no.	98 of 2013 dated 09.11.2013 valid upto 08.11.2019
5.	Name of license holder	Mahender Kumar Gupta
6.	RERA Registered/ not registered	Registered vide no. 192 of 2017 issued on 14.09.2017 up to 30.11.2018
7.	Unit no.	SA/721, 6 <sup>th</sup> floor (page no. 40 of complaint)
8.	Unit measuring	475 sq. ft. (page no. 50 of complaint)
9.	Date of allotment letter	02.12.2015 (page no. 26 of complaint)
10.	Date of MOU	02.12.2015 (page no. 39 of complaint)
11.	Date of space buyer's agreement	05.11.2015 (page no. 39 of complaint)
12.	Discount on investment clause/Minimum Guarantee Clause	10. From the date of this MOU till the 2 <sup>nd</sup> instalment is due on completion of building structure, the Developer shall accrue the monthly discount of the Purchaser at the rate of Rs.

		<p>19,278/- per month. The net amount of Rs. 9,55,938/- (2<sup>nd</sup> instalment amount as per payment plan) less the total accrued discount shall be paid by the second party on demand by first party. From the date of receiving the net amount (payable on completion of building structure) till the date of handover of units to the designated operator, the First party shall accrue the monthly discount of the Purchaser at the rate of Rs. 28,041/- per month. The net amount of Rs. 7,64,750/- (3<sup>rd</sup> instalment amount as per payment plan) less the total accrued discount shall be paid by second party by first party.</p> <p><b>Minimum Guarantee for the First Year:</b> The MG for the first year of operation on handover of possession to the designated operator is Rs. 28,678/- per month.</p>
13.	Possession clause	<p><b>2. Possession</b></p> <p>"Subject to Force Majeure circumstances, intervention of statutory authorities and Purchaser having timely complied with all its obligations, formalities or documentation, as prescribed by Seller and not being in default under any part hereof and the Agreement, including but not limited to the timely payment of instalments of the Total Sale Consideration and other charges as per the payment plan opted, the seller proposes to offer possession of the said</p>



		premises to the Purchaser within a period of 36 months from the date of execution of the Agreement (Commitment Period) subject to an extension of 6 months grace period. (emphasis supplied)
14.	Due date of Possession	<b>05.05.2019</b> (calculated from the date of agreement including grace period of 6 months)
15.	Payment Plan	Flexi-26 (page no. 66 of complaint)
16.	Total sale consideration	Rs. 38,23,750/- (BSP) Rs. 41,32,500/- (as per payment plan on page no. 66 of complaint)
17.	Amount paid by the complainant	Rs. 44,77,969/- inclusive of taxes (as per SOA dated 12.08.2025 on page no. 05 of written submission filed by complainant)
18.	Offer of Permissive Possession	22.10.2019 (page no. 67 of complaint)
19.	Occupation certificate for Basement/Lower Ground, Ground Floor to 5 <sup>th</sup> Floor <b>Note:</b> Unit of the complainant is on 6 <sup>th</sup> floor.	04.08.2020
20.	Offer of possession	Not offered

## B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

4. That relying on various representations and assurances given by the respondent complainant booked a unit in the project of the respondent by paying an amount of Rs.21,94,546/- towards the booking of the said unit bearing no. SA/721, 7<sup>th</sup> Floor, having super area measuring 475 sq. ft. to the respondent dated 03.11.2015.
5. That the respondent sent allotment letter dated 02.12.2015 to the complainant providing the details of the project, confirming the booking of the unit dated 03.11.2015 for a total sale consideration of Rs. 41,32,500/-. Further a space buyer agreement was executed between the parties dated 05.11.2015.
6. That thereafter on the basis of the representation by the respondent MOU dated 02.12.2015 was executed between the parties. As per clause 10 of the said MOU the second party shall be entitled to a discount on its investment on the following basis:-
  - a) From the date of this MOU till the 2<sup>nd</sup> instalment is due on completion of building structure, the Developer shall accrue the monthly discount of the purchaser at the rate of Rs. 19,278/- per month. The net amount of Rs. 9,55,938/- (2<sup>nd</sup> instalment amount as per payment plan) less the total accrued discount shall be paid by second party on demand by first party. From the date of receiving the net amount (payable on completion of building structure) till the date of handover of the units to the designated operator, the first party shall accrue the monthly discount of the purchaser at the rate of Rs.28,041/- per month. The net amount of Rs. 7,64,750/- (3<sup>rd</sup> instalment amount as per payment plan) less the total accrued discount shall be paid by second party on demand by first party. Thereafter on handover of possession to the designated operator, 45% of the Gross room revenues



shall be paid as a return on a quarterly basis. The second party shall be entitled to a share out of the 45% on a pro rata basis with all unit owners similarly placed like the second party. The aforementioned return shall not be payable in case there are any outstanding dues or balance payments from the second party, in case of which the return shall commence only after clearance of the dues by the second party.

b) Minimum Guarantee (MG) for the First Year: The MG for the first year of operation on handover of possession to the designated operator is Rs. 28,678/-per month. The respondent was very irregular on payment of the above said agreed amounts.

7. That as per clause 7 of the MOU and clause 2.1 of agreement, the company proposes to hand over possession of the unit within a period of 36 months from the date of agreement. Therefore due date of possession comes out to be 15.11.2018.
8. That as per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit timely paid a total sum of Rs. 44,77,969/- towards the said unit against total sale consideration of Rs. 41,32,500/-.
9. That after repeated request and reminders respondent without obtaining the OC, sent notice of permissive possession dated 22.10.2019 to the complainant. That along with the above said demand letter raised several illegal demands on various account which are actually not payable as per the buyer agreement.
10. The complainant after receiving the letter of offer of possession asked the respondent to provide the copy of the OC but respondent fail to provide the same. The respondent in respect of the said unit has not

received the OC till date. Hence, respondent without getting the OC sent offer of possession letter which is bad in the eye of law.

11. That respondent vide email dated 21.03.2023 and 23.05.2023, approached the complainant to opt for the buy option of the said unit. Thereafter, seeking present position of the company and having no option left complainant opted for the buyback option of the said unit and same was confirmed by the respondent vide email dated 23.05.2024 and agreed to refund an amount of Rs. 45,00,942/- to the complainant, further asked to deposit the original documents to the respondent. Thereafter, on 12.06.2023 complainant returned the original documents as asked by the respondent and same was acknowledged by the respondent vide email dated 23.06.2023. That till date out of Rs. 45,00,942/- only an amount of Rs. 20,00,000/- has been refunded. Thereafter, till date several reminder emails were send but not to avail till date no satisfactory response provided.
12. During the period the complainant went to the office of respondent several times and requested them to refund the remaining amount. The complainant even after paying amounts still received nothing in return but only loss of the time and money invested by them.
13. The complainant contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainant regarding the status of refund of the remaining amount and was never definite about the timeline within which same shall be done.
14. That the complainant continuously asking the respondent company about the status of the refund of the remaining amount, time by which



the same shall be expected to be done but respondent was never able to give any satisfactory response to the complainant.

15. The respondent have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, agreement and the different advertisements released from time to time. Further, such acts of the respondent is also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.

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

16. The complainant has sought following relief(s).

(i) Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest till date of its realization.

17. 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.**

18. The respondent has contested the complaint on the following grounds.

- I. That in 2015, respondent started its operations under the name Newtown Square at Sector 95 A, Gurugram, Haryana. The said project is a mixed - use commercial project in Gurugram, which is located at Sector 95 A, Gurugram, Haryana.
- II. That the respondent had applied for the occupancy certificate for the said project on 27.09.2019 with the Department of Town and Country Planning, Haryana which was conditionally approved by the Department on 27.05.2020. The final occupancy certificate for the said project was received on 04.08.2020.



- III. In 2015, complainant applied for booking a commercial unit in the said project which was subsequently approved by the respondent and unit no. SA/721 admeasuring 475 sq. ft. on the Seventh floor of the said project was allotted to complainant on 02.12.2015.
- IV. Thereafter, a space buyer agreement as well as a memorandum of understanding dated 05.11.2015 and 02.12.2015 respectively was executed between the respondent and the complainant with respect to the unit.
- V. That the respondent offered permissive possession of the unit to the complainant after making application of occupancy certificate vide letter dated 22.10.2019.
- VI. That the final occupancy certificate for the said project was received on 04.08.2020. That the respondent issued a letter dated 21.03.2023 through this letter, the respondent offered to the complainant to refund the amount received on account of allotment along with applicable interest in accordance with the RERA guidelines, memorandum of understanding and terms and conditions of the space buyer's agreement, signed and executed by complainant.
- VII. By way of the above MOU, it was mutually decided by both parties that after offer of possession by the respondent, the complainant would be eligible to receive a sum of Rs. 28,041 /-per month as return on investment. However, upon the complainant's decision to seek a refund, the disbursement of the assured return ceased in accordance with the terms outlined in the MOU. However, owing to the worldwide pandemic situation due to the outbreak of novel Covid - 19 virus, the respondent was forced to apply moratorium on the return of investment and accordingly two options were provided to the complainant and other

similarly placed purchasers on the seventh floor. Mr. Debashis, vide letter / email dated 04.08.2020 opted for the first option.

- VIII. Subsequently, on 28th December 2020, the complainant and the respondent entered into an addendum, wherein the complainant acknowledged that the respondent had paid returns up to 31st March 2020, as per clause 10 of the MOU dated 14th October 2015, and had received the Minimum Guarantee (MG) until November 2021, which was reflected in its account.
- IX. That the MOU explicitly states that in the event of suspension of operations by the operator or termination of the contract with the operator, the respondent shall make every effort to identify and contract with a new operator. Until such time, for a period of up to six months, the fixed return payable to the complainant shall remain suspended and shall only recommence once the new operator starts operations.
- X. That the respondent raised a demand for all the requisite/original documents concerned with the said unit from the complainant to further process with the refund procedure as discussed with the complainant.
- XI. That the respondent has already disbursed a substantial portion of the total amount owed. Out of the initial sum of Rs. 45,02,942 /- a significant amount of Rs. 20,00,000 /- has already been remitted to the complainant.
- XII. That despite the substantial payment made by the respondent, there appears to be a misunderstanding as respondent is being erroneously pressed for a refund of the entire sum. This demand overlooks the fact



that the respondent has already refunded almost 50% of the amount initially paid by the complainant.

- XIII. That without prejudice to the rights and contentions of the respondent in accordance with law, the respondent is offering to refund the amount of money paid by the complainant after appropriate deductions as per the terms of the MOU as well as the space buyer agreement. That nothing remains in the present complaint in the event that the money is refunded to the complainant as the complainant has been constantly seeking refund of his money paid.

**E. Written Submissions filed by complainant**

19. That respondent company vide email dated 21.03.2023 and 23.05.2023 approached the complainant to opt for the buy option of the said unit. Thereafter, seeking present position of the company and having no option left complainant opted for the buyback option of the said unit chose option no. 1 and same was confirmed by the respondent vide email dated 23.05.2024 and agreed to refund an amount of Rs.45,00,942/- to the complainant, further asked to deposit the original documents to the respondent. That till date out of Rs.45,00,942/- only an amount of Rs.20,00,000/- has been refunded. Thereafter, till date several reminder emails were send but not to avail till date no satisfactory response provided.
20. That during the course of the oral argument's plea taken by the respondent was total amount approx. Rs.32,00,000/- has been paid by the complainant rebuttal to said arguments is that on page no. 82 of complaint respondent specifically admitted the amount paid is Rs.44,77,969/-.

21. That on page no. 34 of complainant vide email respondent specifically admitted that the delay on their part to refund the agreed amount and agreed to pay suitable compensation with additional minimum guarantee. Also vide email dated 08.11.2023 page no. 76 and 77 of complaint also respondent agreed to pay minimum guarantee return @ Rs.28,678/- per month same is admitted by respondent on page 82 of complaint.

**F. Written Submissions filed by respondent**

22. That after booking the said unit for a total sale consideration of Rs.38,23,750/- as per the memorandum of understanding executed between the parties, the complainant approached the respondent company vide its email asking for refund of his paid amount and the respondent company keeping in view the relations and showing its bonafide decided to refund the entire paid-up amount to the complainant much prior to the filing of the present complaint. The respondent company paid Rs.5,00,000/- dated 06.09.2023, Rs.10,00,000/- dated 22.12.2023 and Rs.5,00,000/- dated 15.05.2024.
23. That the complainant, at the time of booking had specifically requested for a discount on assured returns and minimum guarantee amount which the complainant was entitled after booking of the said unit and as per the request of the complainant himself, the respondent accordingly adjusted the same from the total sale consideration of the unit.
24. That after such adjustment, the remaining amount paid by the complainant amounting to was duly refunded to him by the respondent company which is evident from the statement of accounts annexed with the present application.



25. That despite receiving the complete refund and having no subsisting grievance, the complainant has approached this Hon'ble Authority with unclean hands, deliberately suppressing material facts, only with the intention to cause wrongful loss to the respondent and wrongful gain to himself.
26. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**G. Jurisdiction of the authority**

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

**G.I Territorial jurisdiction**

28. 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.

**G.II Subject-matter jurisdiction**

29. 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.*

30. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**H. Findings on the relief sought by the complainant:**

**(i) Direct the respondent to refund the entire amount paid by the complainant to the respondent along with interest till date of its realization.**

31. In the present complaint, the complainant booked a unit in the project of respondent namely, Newtown Square, situated at sector 95A, Gurugram. The complainant was allotted a unit bearing no. SA/721, 6<sup>th</sup> floor admeasuring 475 sq. ft. vide allotment letter dated 02.12.2015. The space buyer's agreement was executed between the parties on 05.11.2015. The MOU was executed between the parties on 02.12.2015 for the discount on the investment and for the minimum guarantee. As per the payment plan at page 66 of complaint the basic sale consideration of the unit was Rs.38,23,750/- and the total sale consideration of unit was Rs.41,32,500/- and the complainant till date has paid an amount of Rs. 44,77,969/- inclusive of taxes.
32. The complainant in the present complaint pleaded that the respondent vide email dated 21.03.2023 gave respondent two options and the



complainant opted for the option of refund and therefore, seeking the refund of the full amount.

33. The plea of the respondent is otherwise and stated that they has already refunded the entire paid up amount much prior to filing of this present complaint and has submitted a copy of statement of account dated 22.10.2019. Moreover, it has already received an occupation certificate for the project on 04.08.2020.
34. The Authority notes that the complainant had booked a unit in the respondent's project, pursuant to which a space buyer's agreement was executed between the parties on 05.11.2015. Subsequently, a Memorandum of Understanding (MoU) was also executed on 02.12.2015. As per Clause 10 of the said MoU, the respondent was obligated to provide certain discounts on the investment made by the complainant. Specifically, the respondent undertook to provide a monthly discount of Rs.19,278/- on the second instalment amounting to Rs.9,55,938/-. Additionally, with respect to the third instalment of Rs.7,64,750/-, the respondent agreed to provide a monthly discount of Rs.28,041/-. Furthermore, the respondent also agreed to extend a minimum guaranteed return of Rs.28,678/- per month for the first year of operation on handover of possession to the designated operator.
35. The respondent vide email dated 21.03.2023 has given two options to the complainant. The said email is reproduced herein below:
- Dear Investor's*
- This is with reference to the above unit allotted to you.*
- \*\*\*\*\*
- \*\*\*\*\*

*Keeping in mind the above situation regarding delay in the operation of commercial apartment unit, we propose the following two options to all our respected investors.*

*A) To refund the amount received on account of your allotment along with applicable interest in accordance with the RERA guidelines, Memorandum of Understanding and terms and conditions of the Builder Buyer's agreement, signed and executed by you.*

*B) If you desire to continue with our project, we will propose to sign a fresh addendum to the memorandum of Understanding/Builder Buyer Agreement or any such existing document, indicating the revised date of possession, operator details along with future returns/rent. Details will be shared on availing your desired option.*

36. The complainant has opted for the option 'A' and sought refund of the amount paid by him. The complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest as per section 18(1) of the Act and the same is reproduced below for ready reference:

***"Section 18: - Return of amount and compensation***

***18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.-***

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or***  
***(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,***

***he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act;***

***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

***(Emphasis supplied)***

37. The respondent states that they has received the occupation certificate for the project in question, the authority observes that the respondent



has obtained the occupation certificate for the Basement/Lower Ground, Ground Floor to 5<sup>th</sup> Floor and the unit of the complainant is situated on 6<sup>th</sup> floor. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in **Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors.**, civil appeal no. 5785 of 2019, decided on 11.01.2021.

*".....The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*

38. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c), 357** reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020** decided on 12.05.2022, it was observed as under:

*"25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

39. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act.
40. **Admissibility of refund along with prescribed rate of interest:** The section 18 of the Act read with rule 15 of the rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

*"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]*

*(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."*

41. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
42. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 05.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
43. The Authority is of the view that the complainant has paid an amount of Rs.44,77,969/- as per SOA dated 12.08.2025 annexed by complainant in



his written submission filed on 13.08.2025 and the said paid up amount is also admitted by the respondent vide its email dated 23.05.2023 at page 82 of complainant. The respondent stated that the complaint should be dismissed as they have already refunded the entire amount however, the authority in this regard has observed that in the SOA dated 12.08.2025 the respondent has refunded an amount of Rs. 20,00,000/- in three instalments i.e., Rs.5,00,000/- on 06.09.2023, Rs.10,00,000/- on 22.12.2023 and Rs.5,00,000/- on 15.05.2024 respectively. The respondent has also filed written submission and annexed SOA dated 22.10.2019, in the said SOA the respondent has shown a payment of Rs.20,00,000/-. So, the respondent has refunded an amount of Rs.20,00,000/- not an entire amount. The authority hereby directs the promoter to return the amount received by him i.e., Rs.44,77,969/- with interest at the rate of 10.85% (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 each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Rules *ibid*.

44. It is further directed that the amount of Rs.20,00,000/- already refunded by the respondent shall be duly adjusted against the total amount to be refunded to the complainant. Furthermore, any amount already paid by the respondent towards the discount on investment and/or under the minimum guarantee clause, if any shall likewise be adjusted at the time of effecting the refund of the complainant's total paid amount.

#### **I. Directions of the authority**

45. 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/promoter is directed to refund the amount i.e., Rs.44,77,969/- with interest at the rate of 10.85% (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 each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Rules *ibid*.
  - ii. The respondent shall refund the total amount paid by the complainant, after adjusting the sum of Rs.20,00,000/- which has already been refunded. Any amount paid by the respondent towards the discount on investment and/or under the minimum guarantee clause, if any, shall also be adjusted while computing the final amount refundable to the complainant.
  - iii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which.
46. Complaint as well as applications, if any, stands disposed off accordingly.
47. File be consigned to registry.



(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.09.2025