

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

Complaint no. : 2374 of 2024
First date of hearing: 20.09.2024
Date of decision : 12.09.2025

Mr. Vardhman Jain

Office: C-132, 2nd Floor, Sushant lok-1,
Sector-43, Gurugram-122009

Complainant

Versus

1. M/s M3M One Key Resiments
Office: 41st Floor, Tower-1, M3M
International Financial Centre, Sector-66,
Golf Course Road(Extn.),
Gurugram-122101, Haryana.
2. M/s Martial Buildcon Pvt. Ltd.
Office: Paras Twin Towers, Tower-B,
6th Floor, Golf Course Road, Sector-54,
Gurugram-122002

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Akhil Aggarwal
Ms. Shriya Takkar

Counsel for Complainant
Counsel for Respondents 1 & 2

ORDER

1. The present complaint dated 31.05.2024 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. N.	Particulars	Details
1.	Name of the project	'M3M One-Key Resiments part of M3M Urbana', Sector-67, Gurugram, Haryana
2.	Project area	8.225 acres
3.	Nature of the project	Commercial Colony on Integrated Project Land
4.	RERA registered/not registered	Registered as "M3M Urbana" vide registration no. 35 of 2019 dated 18.06.2019 for 2.81875 acres out of 11.1375 acres Valid till 31.12.2021
5.	DTPC License no.	11 of 2011 dated 28.01.2011
6.	Validity status	27.01.2028
7.	Allotment letter for earlier allotted unit	24.03.2017 [pg. 39 of complaint]

8.	Initial unit no. (In M3M Urbana Premium)	MUP/R/UG/020, MUP/R/UG/021 [Pg. 39 of complaint]
9.	Amount Paid for both the units	1. MUP/R/UG/020- Rs. 30,79,360/- 2. MUP/R/UG/021 Rs. 30,80,581/- (as per receipts on page 37-46 of complaint)
10.	Cancellation letters issued for both units	22.12.2020 (at page 79-82 of the complaint)
11.	Welcome Letter dated for present unit no. SB/SA/3L/07 (ready to move in)	15.01.2024 [Page 47 of complaint]
12.	Offer of possession issued by the respondents on	18.01.2024 [Page 48 of complaint]
13.	Unit no.	Sb/SA/3L/07 [Page 47 of complaint]
14.	Unit admeasuring	269.1 sq. ft. (carpet area) [Page 62 of complaint]
15.	Date of execution of Buyers agreement	12.01.2024 [Page 59 of complaint]
16.	Possession clause	7.1.1. MIPL Shall, subject to receipt of total consideration and other charges by the allottee along with interest for delayed payment as may be applicable thereon, call upon the allottee in writing

		to take possession of the unit and execute necessary indemnities.
17.	Due date of possession	N.A
	Payment plan	On booking ₹5,00,000/- of basic and within 30 days of booking 93.04% of basic that is ₹66,79,209/-
	Total sale consideration	Rs.71,79,209/- [Page 50 of the complaint]
18.	Amount paid by the complainant	Rs.72,59,941/- [As per sum of receipts at page 96-98 of the complaint]
19.	Offer of possession	18.01.2024
20.	Request for refund	06.04.2024
21.	Occupation certificate	03.07.2020

B. Facts of the complaint

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

- I. That the present complaint is in reference to the project named "M3M One-Key Resiments" located at Sector-67, Gurugram. The project was proposed to be developed, constructed and sold by M3M India Pvt. Ltd. and Martial Buildcon Pvt. Ltd. That the said project is on the land admeasuring 8.225 acres consisting of service apartments alongwith suitable infrastructural facilities. The respondent no.1 obtained the license no.89 of 2010 for the project on 28.10.2010 from the Director

Town and Country Planning, Haryana, Chandigarh and is fully authorized to execute the project.

- II. That the present complaint is being filed by Mr. Vardhman Jain. That the complainant had spent his life long earnings in 2017 in the project "M3M Urbana Premium" on the basis of tall assurances, promises and claims of the respondents which has proved to be false, misleading and fraudulent. The respondents failed to complete the said projects as per the promises made by them. When the complainant objected to the same, respondents tricked the complainants and offered the unit in the present project "One Key Resiments" to the complainant while adjusting the payments made by the complainant in cheque in the project, on the promise that the said unit is ready to move-in and already has huge demand in the market. Having invested huge amount of money way back in 2017 itself, complainant was left with no option but to accept the same. However, the said promise also turned out to be false.
- III. That the complainant, through his sole proprietorship M/s Samveg Impex Company, had booked two units, i.e. MUP/R/UG/20 and MUP/R/UG/21 vide two separate builder buyer agreements dated 28.04.2017 in project titled as "M3M Urbana Premium" located at Sector-67, Gurugram.
- IV. However, the above-mentioned units were illegally and unilaterally cancelled by respondents during the peak covid period in December, 2020 by taking advantage of the pandemic situation in an attempt to



make wrongful gains at the cost of complainant by wrongful internalization of hike in real estate prices. That it is pertinent to note here that the respondents had committed various illegalities and as such the said cancellation or possession could not have been forced upon the complainant.

- V. That the complainant issued various emails to the respondent objecting to the same, however, the respondents did not entertain the complainant in any manner. That, the complainant was made to visit the office of the respondents multiple times but to no avail and did not provide satisfactory response to various queries raised by the complainant with respect to the project and unit, the respondents made the complainant wait for long hours and never met the complainant.
- VI. That the complainant had various apprehensions and concerns with respect to the above project and the respondents abundantly failed to provide to the complainant with various approvals like occupation certificate, fire noc, environment impact assessment reports, structural stability reports, etc. and attempted to force the possession on the complainant without complying with its statutory duties. That as per law, possession of the above-mentioned units could not have been imposed on complainant by the respondent without providing him all the project related documents as the same is respondents' statutory obligation. That in absence of the same, all the actions taken by the respondents, including offer of possession and eventual cancellation of

the original units, remained incomplete and illegal and further, speaks in itself about the malafide conduct on your behalf.

- VII. That having left with no option, complainant issued a letter dated 15.09.2023 to the respondents specifically challenging the illegal offer of possession and subsequent cancellation
- VIII. That vide the above mentioned letter, complainant had sought a full refund of Rs.1,33,55,568 /- out of which Rs.61,59,941/- was paid by cheque alongwith interest of Rs.81,99,484/- @10.45% calculated from the date of payment till the date of said letter.
- IX. That it was only after the said letter that respondents agreed to listen to the complainant. However, despite such illegalities, respondents promised the complainant that respondents shall give a ready to move-in property to my client in lieu of the payment of Rs.61,59,941/- made by my client in cheque and with respect to the balance payment respondents shall provide the same in due course as the respondents had a cash crunch due to on-going investigations.
- X. That having such a huge amount at stake, complainant was left with no option but to accept the same. However, it is to be noted that at no time the respondents denied the allegations and objections made by the complainant. The payment of the complainant was just transferred to the new unit which was ready for possession and as such liabilities of the respondents even till date exists from 2017 onwards and at no point

complainant has foregone that even after accepting the ready to move-in unit.

- XI. That complainant reserves its right to initiate appropriate legal proceedings to recover the payments made by him in cash to the respondent as per respondents direction and the present complaint is restricted to the cheque payment in lieu of which complainant was offered a new unit in One-key resiments since the respondent was not able to provide the details sought by the complainant vide letter dated 15.09.2023.
- XII. That in furtherance of the same, Respondents adjusted the above mentioned Rs.61,59,941/- towards the new "ready to move-in" unit in the separate project .
- XIII. That pursuant to the same, complainant was deeply shocked and surprised to have been cheated again since the new unit as mentioned above was also far from completion and the works with respect to the same were also still ongoing and no possession could be taken by my client. That complainant immediately issued an email dated 06.03.2024 objecting to the same. However, when no response was received my client again issued to you multiple reminder emails dated 08.03.2024, 11.03.2024, 13.03.2024, 16.03.2024, 20.03.2024, 22.03.2024, 27.03.2024 and 06.04.2024. However, respondents have not responded to any of the said email and therefore, the same may be considered as respondents' deemed acceptance to the contents of the said emails.

- XIV. That it is categorically submitted that the possession offered by respondents even with respect to the said new unit was illegal as the works are still on-going at the project site. That respondents fraudulently and with sheer misrepresentation made the complainant accept the unit under undue influence, pressure, force and gross misuse of power and authority with the malafide intentions. That email dated 10.04.2024 issued by the respondent abundantly proves the contention raised by the complainant and is an unambiguous admission of respondents that complainant was illegally offered possession of an incomplete unit.
- XV. That it is further submitted that even for this project respondents have not provided to the complainant any sanctioned layout plan, occupation certificate, fire approvals, environmental clearance, etc.
- XVI. That having left with no option, complainant sent a legal notice dated 21.04.2024 to the respondents for refund of Rs.72,59,941/- alongwith an interest of 18% p.a. from the date of payments, i.e. in the year of 2017 till the date of refund, within 7 days of receipt of this notice. However, no response has been received to the legal notice till date.
- XVII. That in light of the facts and circumstances laid down above, the complainant is helpless has been subjected to extreme mental agony and harassment by the respondents and is therefore constrained to approach the Authority. That the present petition is within limitation.

C. Relief sought by the complainant:

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

- i. Order/direct the Respondents to refund Rs.72,59,941/- alongwith an interest of 18% p.a. from the date of payments, i.e. in the year of till the date of refund.
 - ii. Order/direct the Respondents to not create any third party rights on Unit No. SB/SA/3L/07 in M3M One-key Resiments till the refund alongwith interest are made in the present complaint;
 - iii. Initiate action under sections 59, 60, 61, 63 and 69 of the RERDA against the Respondents;
 - iv. Order/direct the Respondent No.2 to pay damages of Rs.5,00,000/- arising due to downgrading of Multiplex and Rs.1,00,000/- towards legal expenses; and
 - v. Pass any such order/direction as the Hon'ble Authority may deem fit and appropriate.
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 no. 1 & 2

6. The respondents has contested the complaint on the following grounds.
- a. That post cancellation of the units in the project 'M3M Urbana Premium' on 22.12.2020, the complainant approached the respondent company and requested that the amounts paid towards units bearing nos. MUP/R/UG/020 and MUP/R/UG/021 be transferred towards a unit in One Key Resiments project as he was facing a financial difficulty therefore vide email dated 01.12.2023. The complainant was very well aware about the oc for One Key Resiments, part/phase of commercial colony M3M Urbana was granted by the competent authorities on

03.07.2020 and the service apartments were complete and the same were to be leased out to an operator.

- b. The respondent company accordingly post discussion and negotiation with the complainant shared the cost sheet for service apartment no. SB/SA/3L/07 vide email dated 05.01.2024.
- c. The respondent no.1 company accordingly requested the complainant vide email dated 16.01.2024 to give consent for fund transfer of Rs. 61,59,941/- from units in M3M Urbana Premium to M3M One Key Resiments. The Complainant in response to the said email, gave his consent vide email dated 16.01.2024.
- d. Pursuant to the consent given by the complainant for transfer of funds, the respondent no.1 company transferred the sum of Rs. 30,79,360/- paid against the unit no. MUP/R/UG/020 and sum of Rs. 30,80,581/- paid against the unit no. MUP/R/UG/021 towards the unit no. SB/SA/3L/07 in 'M3M One Key Resiments' on 05.02.2024 without any deductions and issued receipts for the same. It is submitted that the respondent despite suffering GST loss did not deduct any amount towards the same as a goodwill gesture.
- e. It is manifestly clear that from the emails exchanged between the parties that the complainant had himself asked for transfer of funds from units in M3M Urbana Business Park to M3M One Key Resiments. The Complainant had given his approval/consent for transfer of funds. Thus, the Complainant is estopped from raising any issue.
- f. It is submitted that since the complete amount paid by the complainant has been transferred to a new unit only upon the specific request of the complainant, no cause of action has arisen in favour of the complainant and against the respondent companies.

- g. That the complainant is habitual litigant and is interested in the litigation proceedings. This fact is evident from the fact that earlier also, the complainant had maliciously filed a police complaint bearing no. 1728-CAS dated 02.09.2024 with intent to defame the respondent companies and pressure the respondent companies to succumb to the malicious intent and illegal demands of the complainant. It is submitted that the conduct of the complainant is just to entangle the respondents into multi faced litigations to harass the respondents and to make the respondents surrender to unjust demands of the complainant. The complainant is, therefore accuse of malicious prosecution, as the complainant is just roping in the respondent in 'whatever, wherever' forum it seems good. That since the complainant had been left with no remedy under civil law, the complainant has filed the present complaint to abuse the process of law and indulge in forum hunting. Thus, the present complaint must be dismissed at the very threshold.
- h. Further, it is humbly submitted that the complainant had filed a complaint No.- RERA-GRG-4261-2023 titled as "Vardhman Jain & Anr. vs. M/s. Martial Buildcon Pvt. Ltd. & Anr." wherein the complainant was seeking delayed possession charges along with other reliefs paid against a different unit having no. MUP/R/FOODCOURT/2L/007 in the project "M3M Urbana Premium" which was allotted in the name of the complainant, which is pending adjudication before this Authority.
- i. That it is pertinent to mention herein that it is trite law of land that one who seeks equity must do equity, in other words, the one who seeks reliefs from court/tribunal/authority must approach the forum with utmost transparency and must not conceal relevant and material facts from courts/forums etc. In the present case, the complainant is just seeing equity, without adhering to the basics of the agreements

executed between complainant and respondents. It is indeed important to mention here that the complainant has miserably failed to comply with the payment schedule as per the terms of the buyers agreement and has failed to take the possession of the unit.

- j. That the terms of agreement were entered into between the parties on 12.01.2024 and, as such, the parties are bound by the terms and conditions mentioned in the said agreement. The said agreement was duly acknowledged by the complainant after properly understanding each and every clause contained in the agreement. The complainant was neither forced nor influenced by the respondents to sign the said agreement. It was the complainant who after understanding the clauses signed the said buyer's agreement in complete senses and free will.
- k. That as per clause 5 of the buyers agreement entered into between the parties, time was the essence of the Agreement and the Allottee was bound to make timely payments of the instalments due as per the payment plan opted by the complainant.
- l. That it is trite law that the terms of the agreement are binding between the parties. The Hon'ble Supreme Court in the case of "Bharti Knitting Co. vs. DHL Worldwide Courier (1996) 4 SCC 704" observed that a person who signs a document containing contractual terms is normally bound by them even though she has not read them, and even though she is ignorant of their precise legal effect. It is seen that when a person signs a document which contains certain contractual terms, then normally parties are bound by such contract; it is for the party to establish exception in a suit. When a party to the contract disputes the binding nature of the signed document, it is for him or her to prove the terms in the contract or circumstances in which he or she came to sign the documents.



- m. That the Hon'ble Supreme Court in the case of "Bihar State Electricity Board, Patna and Ors. Vs. Green Rubber Industries and Ors, AIR (1990) SC 699" held that the contract, which frequently contains many conditions, is presented for acceptance and is not open to discussion. It is settled law that a person who signs a document which contains contractual terms is normally bound by them even though he has not read them, even though he is ignorant of the precise legal effect.
- n. That the Complainant has not approached this Authority with clean hands. It is submitted that the Complainant is attempting to raise non-issues in order to acquire benefits for which the Complainant is not entitled in the least.
- o. In the present case, the complainant has suppressed many material facts, which are extremely relevant and crucial for the proper and just adjudication of the present dispute. The complainant with mala-fide intent, suppressed material facts from this authority, which tantamount to playing fraud upon this Authority, that the complainant do not deserve any relief and the present complaint merits dismissal on this count itself.
- p. It is pertinent to mention here that the complainant also maliciously filed a police complaint bearing no. 1728-CAS dated 02.09.2024 with intent to defame the respondent companies and pressure the respondent companies to succumb to the malicious intent and illegal demands of the complainant. That the respondent company has duly filed reply dated 06.09.2024 to the said police complaint stating the true facts of the matter. That the complainant has filed the present infructuous and frivolous complaint with the sole motive to unjustly enrich himself at the cost of the respondent company. That the complainant is a chronic defaulter who failed to take the possession of

the unit by failing to clear the outstanding dues and the complainant is trying to take advantage of his own wrongs.

- q. That the terms and conditions stated in the buyer's agreement are binding in nature and the complainant in the instant case has committed a fundamental and deliberate breach of the terms and the conditions of the buyer's agreement. It is submitted that the complainant himself did not come forward for clearing his outstanding dues and failed to take the possession of the unit despite repeated reminders and constant follow ups by the respondent. It is submitted that the said reminders and demands with regard to the said unit were raised as according to the schedule of payment plan opted by the complainant. It is pointed out that the complainant did not come forward to clear his outstanding dues and failed to take the possession of the unit for the reasons best known to him. The non-performance of duty for clearing outstanding dues on part of complainant as per the agreement is nothing but just a way to get rid of the contractual obligations. The complainant is trying to derive undue enrichment in the facts and circumstances of the case. It is pertinent to mention that the non-performance of the obligations as stipulated in the buyer's agreement is willful, deliberate and improper on the part of the complainant and the complainant cannot be permitted to take advantage or benefit on account of own wrongful acts/omissions.
- r. The respondent company vide letter dated 18.01.2024 offered possession of the service apartment to the complainant and requested him to remit the outstanding amount towards the maintenance charges, property tax, registration charges, stamp duty charges etc on or before 09.02.2024. It is submitted that the complainant was well aware of his obligation to take possession of the unit after clearing his

dues and take constructive/symbolic possession of the service apartment in question as per agreed terms.

- s. It is submitted that the complainant was well aware of his obligation to take possession of the service apartment as per agreed terms. However, despite repeated requests the complainant did not come forward to take constructive/symbolic possession of the service apartment and thus, was in default of his obligations under the buyers agreement as well as under the RERA Act, 2016. Thus, the complainant is also liable to pay holding charges and maintenance charges as per clause 7.2.1 of the buyers agreement. The respondent company has complied with all its contractual obligations and thus the complainant is not entitled to any relief whatsoever.

F Findings on the relief sought by the complainant.

F.I Direct the Respondents to refund Rs.72,59,941/- alongwith an interest of 18% p.a. from the date of payments, i.e. in the year of till the date of refund.

F.II Order/direct the Respondents to not create any third party rights on Unit No. SB/SA/3L/07 in M3M One-key Resiments till the refund alongwith interest are made in the present complaint

7. The above mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same are being interconnected.
8. The complainant was initially allotted two commercial units bearing nos. MUP/R/UG/020 and MUP/R/UG/021 in the project of the respondents named "M3M Urbana Premium", Sector-67, Gurugram, vide allotment letter dated 24.03.2017, for a total consideration against which an amount of Rs. 61,59,941/- was paid by the complainant. Thereafter, the said allotments were cancelled by the respondent vide cancellation letters dated 22.12.2020.

Subsequently, the amounts so deposited were adjusted towards a new unit bearing no. SB/SA/3L/07 admeasuring 269.1 sq. ft. carpet area in the project "M3M One-Key Resiments" (part of M3M Urbana), Sector-67, Gurugram.

9. A buyer's agreement was executed between the parties on 12.01.2024, followed by issuance of a welcome letter dated 15.01.2024 and an offer of possession dated 18.01.2024. The complainant has submitted that despite making a total payment of Rs. 72,59,941/-, alleges that the work is incomplete in the said unit. On the other hand, the respondent has submitted that a valid Occupation Certificate dated 03.07.2020 has already been obtained for the project and possession was duly offered in accordance with the buyer's agreement.
10. On consideration of the documents available on record and the submissions made by both the parties, the authority is of the view that once the occupation certificate has been obtained by the promoter on 03.07.2020, the contention of the complainant that the project is incomplete does not hold any ground. The occupation certificate issued by the competent authority is a conclusive document establishing that the project stands completed in accordance with the sanctioned plans.
11. However, clause 7.3 of the buyer's agreement dated 12.01.2024 clearly provides that the allottee has the right to cancel/withdraw his allotment in the project as provided under the Act relevant portion of the same has been reproduced hereunder:

7.3 Cancellation by Allottee The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of MIPL, MIPL herein is entitled to forfeit the Earnest Money (being ten percent (10%) of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due

payable to MIPL in terms of Clause 1.15 herein before) and brokerage and any rebates availed earlier/ margin/ incentive paid by the Promoter to an "Indian Property Associate" ("IPA")/ "Channel Partner" in case the booking is made by the Allottee through an IPA/ Channel Partner, along with applicable taxes on such forfeited amount. The balance amount of money paid by the Allottee shall be returned by MIPL to the Allottee, subject to receipt of the refund/ credit of the applicable taxes by the Promoter from the Competent Authorities, without interest or compensation within ninety(90) days of such cancellation.

In such eventuality, the promoter is entitled to forfeit 10% of the total consideration as earnest money, along with interest on delayed payments, brokerage or incentives paid, if any, and applicable taxes, with the balance amount to be refunded to the allottee within 90 days of cancellation.

12. However, the deductions made from the paid-up amount by the respondent shall be 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, (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/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited*** (decided on 29.06.2020) and ***Mr. Saurav Sanyal VS. M/s IREO Private Limited*** (decided on 12.04.2022) and followed in ***CC/2766/2017*** in case titled as ***Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022***, held that 10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as

the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing as under:

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."

13. In the present case, there is no evidence brought on record by the respondent with respect to delayed payment interest, brokerage, or incentives having been paid in relation to the allotment. Therefore, only the earnest money to the extent of 10% of the total sale consideration of Rs. 71,79,209/-, i.e., Rs. 7,17,921/-, can be lawfully forfeited by the respondent. Consequently, the balance amount is refundable to the complainant, keeping in view the aforesaid factual and legal provisions, the respondents/promoter is directed to refund the paid-up amount of Rs.72,79,941/- after deducting 10% of the basic sale consideration of 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 8.85% +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of

seeking of refund i.e., 06.04.2024 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions of the authority

14. 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 respondents/promoter is directed to refund the paid-up amount of Rs. 72,59,941/- after deducting 10% of the Total sale consideration being earnest money along with an interest @8.85% 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., 06.04.2024 till its realization.
- 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.

15. Complaint stands disposed of.

16. File be consigned to registry.

Dated: 12.09.2025



Arun Kumar

Chairman

Haryana Real Estate
Regulatory Authority,
Gurugram