BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5166 of 2025**
Date of complaint	:	**30.09.2025**
Date of order	:	**30.01.2026**

Pinki Jain and Naveen Jain,
Both R/o: D2/303, The Legend,
Sector 57, Gurugram. **Complainants**

Versus

1. M/s Elan Limited
Regd. Office at: L-1/1100, First Floor, Street No.25, Sangam Vihar, South Delhi, New Delhi.
2. Ravish Kapoor,
3. Akash Kapoor,
Both having Office at: 1910, The Magnolias Golf Links, Golf Course Road, Sector-42, Gurugram. **Respondents**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Bhupender Pratap Singh (Advocate) Complainants
Ishaan Dang (Advocate) Respondents

ORDER

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

Sr. No.	Particulars	Details
1.	Name of the project	"Mercado", Sector-80, Village Naurangpur, Gurgaon, Haryana.
2.	Nature of the project	Commercial unit with serviced apartments
3.	Area of project	2.9875 acres
4.	DTCP license	License no. 82 of 2009 Dated-08.12.2009
5.	RERA Registered	Registered Vide registration no. 189 of 2017 Dated: - 14.09.2017
6.	Application Form	24.10.2013 (As on page no. 117 of reply)
7.	Allotment letter	15.01.2015 (As on page no. 124 of reply)
8.	Unit no.	SA-1002, 10th Floor (As on page no. 122 of reply)
9.	Unit area	675 sq.ft. [Super Area] (As on page no. 122 of reply) Increase in super area- 790 sq.ft. (As on page 140 of reply)
10.	Date of execution of buyer's agreement	Not executed
11.	Possession clause	Not on record
12.	Due date of possession	13.09.2022 [Project completion date as declared by the respondent while registering the project with the Authority]
13.	Basic sale price	Rs.48,82,950/- [As per page 14 of complaint] Total sale consideration after increment in area from 675 sq.ft. to 790 sq.ft- Rs.64,71,444/- [As per Applicant ledger on page no. 151 of reply]

14.	Total amount paid by the complainant	Rs.35,20,252/- (As on page no. 152 of reply)
15.	Offer for fit-outs	11.09.2020 (As per page no. 140 of reply)
16.	Occupation certificate	17.10.2022 (As on page no. 147 of reply)
17.	Intimation regarding receipt of OC	18.10.2022 (As on page 150 of reply)
18.	Reminders/Final Reminder	31.10.2022, 19.11.2022, 07.12.2022 (As on page no. 153, 154, 155 and page 156 of reply)
19.	Pre-cancellation, Reminders to pre-cancellation	24.01.2023, 04.03.2023, 06.04.2023, 05.05.2023, 06.06.2023, 08.08.2023, 09.10.2023 (As on page no.157-163 of reply)
20.	Cancellation letter	21.06.2024 (As on page no.164 of reply)

B. Facts of the complaint

3. The complainants have made the following submission: -

I. That the complainants are joint allottees of a commercial unit bearing number SA-1002, located on 10th Floor, measuring 675 sq.ft. (later unilaterally increased by the promoters to 790 sq.ft.) in the project called Elan Mercado, situated in Sector 80, Gurgaon. For the said property an allotment letter dated 15.01.2015 was issued by the respondent No. 1. The total consideration for the property was fixed at Rs.55,29,397.50/- including BSP, EDC/IDC, PLC, and IFMS. The promoter, thereafter, kept demanding monies for the development without executing the builder buyer agreement and the complainants paid the monies on demand.

II. That no timeline for delivery of possession is stated in the allotment letter and no builder buyer agreement having been executed by the promoter.

III. That the project lied in an abandoned state since late 2019. The project license also expired on 07.12.2019 and has not been renewed since. Until

Jan 2020, the complainants had admittedly paid a sum of Rs. 35,20,252/-.

IV. That the complainants were shocked and surprised to receive an email dated 10.02.2024 from the promoter company stating therein that it was a reminder to a purported pre-cancellation letter (no date of pre-cancellation mentioned). The contents of the letter are following:

a) There is no mention of the date on which the purported pre-cancellation letter was issued. No such letter was in fact issued.
b) The area of the property is stated to be 790 sq.ft., whereas the allotment letter was for a unit of 675 sq.ft. The unilateral area increase was not authorized or consented to by the complainants.
c) The pre-cancellation is purportedly on account of non-payment of demand against the milestone – "On offer of possession for fit-out", whereas no such demand was issued to the complainants.
d) A sum of Rs.35,00,180/- is charged for interest against delayed payment of an undisclosed amount calculated at an undisclosed rate of interest.

V. That the complainants had contested the issuance of cancellation on the following grounds:

- No builder buyer agreement was signed and executed yet.
- The area was unilaterally increased and had not been consented to by the complainants.
- The project was inordinately delayed.
- There was no occasion for the promoter to unilaterally issue a pre-cancellation letter.

VI. That the promoter did not pay any heed to the protest raised by the complainants and instead vide email dated 22.06.2024 issued a cancellation letter to the complainants. The following is discernible from the cancellation letter:

- The Promoter made a self-serving calculation and arrived at an amount of Rs. 52,97,299/- to be forfeited and forfeited the entire amount of Rs. 35,20,252/- paid by the complainants.
- The date reference to the purported pre-cancellation letter is 07.03.2024 whereas the letter was dated 07.01.2024. This

betrays the intent of the promoters to somehow forfeit the entire consideration paid by the complainants without reason.

VII. That the complainants once again replied to the promoter vide emails dated 22.06.2025 and 05.07.2025 conveying their protest and questioning the unilateral increase in area, inordinate delay in offering possession, levying interest at 24% per annum on a demand that was never raised and a builder buyer agreement that was never executed. The complainants asked for a full refund of monies paid by them with interest.

VIII. That the promoter company had miserably failed to offer possession of the property even after 5 years of start of construction. It had also unliterally increased the area of the property without the consent of the complainants. The promoter, being in default itself, could not have invoked forfeiture.

IX. That the CA certificate dated 30.06.2025 and the self-certification of the promoter of even date, obtained from the web site of RERA, would reveal that the promoters are unjustly enriching themselves from the forfeiture. It is settled law that the forfeiture of earnest money is aimed at recovery of losses on account of default by the buyer and not for the purpose of unjust enrichment. It is apparent on the face of the record that after forfeiting a sum of Rs. 35,20,252/- the promoter company shall sell it @Rs. 21,000/- per square feet i.e. for a sum of Rs.1,50,00,000/-. First, there was no cause for forfeiture in the first place, and second, the forfeiture of the entire sale consideration is itself illegal. The forfeiture is in violation of the forfeiture regulation dated 05.12.2018 as well.

X. That the respondent No. 2 and 3 are not only the directors of the promoter company but also majority shareholders in the promoter company. They are thus the direct beneficiaries of the illegal forfeiture of the sum of Rs. 35,20,252/-. Under section 69 of the Act, they are liable along with the

company for the offence committed under section 61 (violation of section 2(za), 13, 14, and 18). Respondent No. 2 is the Managing Director of the respondent no 1 company and with respondent No. 3, is directly responsible for running the affairs of the company, including compliance of the legal provisions under the RERA Act and the consequences of non-compliance thereof.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
   i. Direct the respondent to refund the paid-up amount along with prescribed rate of interest.
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 respondents.

6. The respondents have contested the complaint on the following grounds: -
   i. That the complainants themselves being in breach and default of their contractual obligations firstly, in the execution of the buyer's agreement and secondly, in the payment obligations and being the defaulters, cannot seek any relief and that too after having been provided numerous opportunities to set right their defaults and breaches. Infact, the complainants completely ignored the various reminders, pre-cancellation notices and cancellation notice.
   ii. That the complainants are estopped by their own acts, conduct, acquiescence, defaults, breaches, laches, omissions etc. from filing the present complaint, as is evident from their conduct of non-execution of the buyers' agreement as well as having made no payment after March 2020 till 2024 when the final cancellation was issued and the same is a matter of record.

iii. That respondent No. 1 as well as M/s R. P. Estates Pvt. Ltd. (being the licence holder and recorded owner of the project land) had moved an application before the Hon'ble Supreme Court seeking impleadment in the matter of Rameshwar and others Vs. State of Haryana and others, (Civil Appeal 8788/2015. The Hon'ble Supreme Court vide its order dated 21st July, 2022 in paragraph 46 of the said order held that the lands owned by M/s R.P. Estates Pvt. Ltd. should be excluded from the deemed award. The Hon'ble Supreme Court also further affirmed that the project was completed on 14th January, 2020. Pursuant to the said order dated 21st July, 2022 passed by the Hon'ble Supreme Court, respondent No. 1 approached the office of the Town and Country Planning Department, Haryana for grant of Occupation Certificate for the said project as already developed and completed on the said land which was subsequently granted on 17th October, 2022 i.e. only within 3 (three) months of passing of the said order dated 21st July, 2022 by the Hon'ble Supreme Court which clearly indicates that the construction of the project was complete way back in January, 2020 and that on account of the proceedings before the Hon'ble Supreme Court and the clarifications therein sought by State of Haryana, the same was no proceeded with further and that on such clarifications having been given by the Hon'ble Supreme Court that Town and Country Planning Department, Haryana had no reasons to further delay the grant of Occupation Certificate.

iv. That in the facts and circumstances, it is evident that delay in grant of Occupation Certificate, despite timely completion of construction of the complex i.e. the said project was beyond the power and control of respondent No. 1. Respondent No. 1 has at all times been ready and willing to offer possession of the unit in a timely manner to all the eligible allottees including the complainants herein had the complainants not been in default. There is no default or lapse in so far as respondent No. 1 is concerned.

v. That the complainants had independently approached the Elan Group through their property agent, M/s Unnati Consultants and had expressed their interest in booking a commercial unit in the commercial complex known as "Elan Mercado" being developed by the Elan Group of companies in Sector-80, Gurugram, Haryana.

vi. That all the queries pertaining to the project and all issues and concerns concerning the project and further all clarifications as sought for/ by the complainants were duly answered/ clarified/ provided by the representatives of the respondent no .1 and the documents pertaining to the project were made available to the complainants for their inspection and verification. It was only after the complainants were fully satisfied about the project that the complainants took an informed and conscious call to book a unit in the project and had opted for a possession linked payment plan. Thereafter, allotment letter dated 15.01.2015 was issued by respondent No. 1 in favour of the complainants allotting unit no SA-1002 in the said project tentatively admeasuring 675 sq. ft. of super area, located on the 10th floor of the project on the terms and conditions as set out therein.

vii. That the buyer's agreement was forwarded to the complainants for execution under cover of letter dated 02.12.2017. However, the complainants have willfully refrained from executing the buyer's agreement for reasons best known to themselves. It is pertinent to mention herein that at the time of booking, the complainants agreed and undertook to execute the buyer's agreement in the standard form of the developer, as and when called upon to do so. However, the complainants have intentionally defaulted in executing the buyer's agreement. Therefore, it is the complainants who had defaulted in their contractual obligations and they are not entitled to any relief whatsoever.

viii. That the complainants, at the time of booking the unit, had agreed and undertaken to make timely payment of sale consideration as per the applicable payment plan. However, the complainants were extremely irregular in making payment right from the very beginning. Demand letter dated 14.09.2018 calling upon the complainants to make payment of installment due on completion of super structure/top roof slab, which also reflects the previous outstanding dues of the complainants. However, the complainants failed to clear their outstanding dues. Hence, after numerous follow ups and reminders, pre cancellation letter dated 29.10.2018 was issued by respondent No.1.

ix. That after completing construction of the project, respondent No. 1 made an application on 14th January, 2020 to the competent authority for issuance of the Occupation Certificate with respect to the project.

x. That the offer of possession letter dated 11th September, 2020 was issued in favour of the complainants for fit-outs and settlement of dues in respect of the unit in question. This offer was made to enable the complainants to carry out interior and fit out works so that operations could be commenced immediately upon receipt of the occupation certificate from the competent authority. The finally determined super area of the unit is 790 sq.ft. as against the initial tentative super area of 675 sq. ft. As such, complainants were called upon to clear their dues (calculated on the basis of 790 sq. ft. (73.39 sq. mtrs.) super area of the said unit) as per the attached statement.

xi. That the issuance of the occupation certificate was delayed on account of the wider litigation and issues concerning the land acquisition in various sectors of Gurugram pending before the Hon'ble Supreme Court and on account of which the competent authority, Director Town & Country Planning, Hayana was not proceeding further with the grant of occupation certificate(s) for the various projects already completed and it is only upon

issuance of the occupation certificate that respondent No. 1 could hand over final possession of the units in the project to all the eligible allottees. Respondent No. 1 cannot be held liable for delays caused on account of reasons beyond its power and control when it had already completed the construction of the project way back on 14th January, 2020.

xii. That the respondent No. 1 had duly completed construction well within the agreed timelines for delivery of possession and within the period of registration of the project under RERA. The application for issuance of occupation certificate was submitted to the competent authority as far back as on 14th January, 2020 and the same was issued on 17th October, 2022. By letter dated 18th October, 2022, the complainants were informed about the grant and issuance of the occupation certificate for the project by the competent authority. As a gesture of goodwill, respondent No. 1 has refrained from charging common area maintenance charges for the initial period of three months from the date of issuance of the occupation certificate and the complainants were also informed accordingly by the said letter. It is pertinent to mention herein that as a gesture of goodwill, respondent No. 1 had waived accrued delayed payment interest payable by the complainants, amounting to Rs.42,96,235/-. Even thereafter, the complainants did not act further and continue to remain in breach and default of their contractual obligations and neither the buyer's agreement was executed nor the outstanding payments were cleared and even the procedural formalities were not completed. Hence, in view thereof the complainants are not entitled to any relief whatsoever.

xiii. That since the complainants did not come forward to clear their dues, reminders for possession dated 31.10.2022, 19.11.2022, 07.12.2022, and final reminder dated 27.12.2022 were issued to the complainants by respondent No 1. However, the complainants continued to ignore the just

and legitimate demands raised by respondent No. 1 in accordance with the applicable payment plan and agreement between the parties. Consequently, respondent No. 1 issued pre cancellation letter dated 24.01.2023. Numerous reminders to pre cancellation were issued by respondent No. 1. However, when despite repeated opportunities afforded to the complainants to rectify their defaults were willfully and persistently ignored by them, the allotment in their favour was rightly cancelled by respondent No. 1 on 21.06.2024.

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 submission made by the parties.

E. Jurisdiction of the authority

8. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

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)(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 relief sought by the complainants

F. I Direct the respondent to refund the paid-up amount along with prescribed rate of interest.

12. The complainants were allotted a commercial unit bearing number SA-1002, located on 10th Floor, measuring 675 sq.ft. in the project of the respondents named "Elan Mercado", situated in Sector 80, Gurgaon vide allotment letter dated 15.01.2015. The complainants have submitted that no timeline for delivery of possession is stated in the allotment letter and no builder buyer agreement having been executed by the promoter. The respondent in an unauthorized manner, had unilaterally increased the area of the unit, inordinately delayed in offering possession, levying interest at 24% per annum on a demand that was never raised and had forfeited the entire amount paid by the complainants. The respondent has submitted that the buyer's agreement was forwarded to the complainants for execution under cover of letter dated 02.12.2017. However, the complainants have willfully refrained from executing the buyer's agreement for reasons best known to themselves. Further, after completing construction of the project, the offer of possession letter dated 11th September, 2020 was issued in favour of the complainants for fit-outs and settlement of dues in respect of the unit in

question. This offer was made to enable the complainants to carry out interior and fit out works so that operations could be commenced immediately upon receipt of the occupation certificate from the competent authority. The finally determined super area of the unit was 790 sq.ft. as against the initial tentative super area of 675 sq. ft. As such, complainants were called upon to clear their dues (calculated on the basis of 790 sq. ft. (73.39 sq. mtrs.) super area of the said unit). The occupation certificate for the project was obtained by the respondent on 17.10.2022 and by letter dated 18.10.2022, the complainants were informed regarding the same. Since the complainants did not come forward to clear their dues, reminders for possession dated 31.10.2022, 19.11.2022, 07.12.2022, and final reminder dated 27.12.2022 were issued to the complainants by respondent No. 1. However, the complainants continued to ignore the just and legitimate demands raised by respondent No. 1 in accordance with the applicable payment plan and agreement between the parties. Consequently, respondent No. 1 issued pre cancellation letter dated 24.01.2023. Numerous reminders to pre cancellation were issued by respondent No. 1. However, when despite repeated opportunities afforded to the complainants to rectify their defaults were willfully and persistently ignored by them, the allotment in their favour was cancelled by respondent No. 1 on 21.06.2024. Now, the question before the authority is whether the cancellation issued vide letter dated 21.06.2024 is valid or not.

13. On consideration of documents available on record and submissions made by both the parties, it is determined that on the basis of provisions of allotment, the complainants have paid an amount of Rs.35,20,252/- against the basic sale consideration of Rs.48,82,950/-. The occupation certificate for the project in question was obtained by the respondent on 17.10.2022 and thereafter intimation regarding the receipt of OC and request for payment of

outstanding dues for handing over of possession was made by the respondent/promoter vide letter dated 18.10.2022. The said letter can be termed as a valid offer of possession. The complainants have submitted that the respondents have unilaterally increased the super area of the unit from 675 sq. ft. to 790 sq. ft. without obtaining consent and have charged amount for the increased area from them. The Authority observes that in the instant case, the increase in area is 115 sq. ft. i.e. 17.03%, whereas, Clause 18 of allotment letter allows 20% area variation. Further, as per the payment plan agreed between the parties vide allotment letter dated 15.01.2015, the complainants were obligated to make 40% of BSP plus IFMS charges at the stage of "offer of possession". The offer of possession was made on 18.10.2022 however no amount has been paid by the complainants against the outstanding dues post March 2020. It is further observed that the respondent has sent numerous reminders to the complainants for payment of outstanding dues in terms of the payment plan agreed between the parties vide allotment letter dated 15.01.2015. However, the complainants did not come forward to clear their outstanding dues, therefore the respondent was constrained to issue pre-cancellation letter dated 24.01.2023 followed by 6 reminders to pre-cancellation, giving last and final opportunity to the complainants to comply with their obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 21.06.2024. Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the allotment letter dated 15.01.2015 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. Further, 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, (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 farmed 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."*

14. The Authority further observes that the right under Section 18(1)/19(4) of the Act, 2016 accrues to the allottee on failure of the promoter to complete or unable to give possession of the unit in accordance with the terms of the

agreement for sale or duly completed by the date specified therein. If allottee has not exercised the right to withdraw from the project after the due date of possession is over till the offer of possession is made, it can be inferred that the allottee has tacitly consented to continue with the project. The promoter has already invested in the project to complete it and has offered possession of the allotted unit. Now, when unit is ready for possession and demands for payment of outstanding dues is raised for handing over of possession, such default/withdrawal on considerations other than delay such as reduction in the market value of the property and investment purely on speculative basis will not be in the spirit of the Section 18 of the Act. 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. Although the complainants are entitled to refund of the balance amount after deduction as above, but it would be inequitable and unjust to direct the respondent to pay interest from the date of cancellation i.e. 21.06.2024, particularly in light of the fact that breach of the contract has been done on part of the complainants. Accordingly, the Authority finds it appropriate to allow interest at prescribed rate on the balance refundable amount from the date of filing of complaint by the allottees i.e. 30.09.2025 till its actual realization.

15. Keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.35,20,252/- after deducting 10% of the sale consideration of Rs.48,82,950/- being earnest money along with an interest @10.80% 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 filing of complaint by the allottees

i.e. 30.09.2025, 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 issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the authority under sec 34(f) of the Act: -

    i. The respondent is directed to refund the paid-up amount of Rs.35,20,252/- after deducting 10% of the sale consideration of Rs.48,82,950/- being earnest money along with an interest @10.80% 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 filing of complaint by the allottees i.e. 30.09.2025, 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.

17. Complaint stands disposed of.

18. File be consigned to the registry.

Dated: 30.01.2026

(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram