

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

Complaint no. : 4989 of 2023
Date of complaint : 09.11.2023
Date of decision : 07.04.2026

Manmohan Singh
**R/o: - 319/14, Jacob Pura, Near Gupta Hospital,
Gurugram, 122001**

Complainant

Versus

1. M/s Ocus Skyscrapers Realty Private Limited
**Having Regd. Office at: Ocus Technopolis, Golf
Course Road, Suncity Sector 54, Gurugram
122002**

2. Akshay Walia
**Having Regd. Office at: C-94, 1st Floor, Shivalik
New Delhi**

Respondents

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Ashwani Kumar Sharma (Advocate)
Lokesh Bhola (Advocate)

**Complainant
Respondents**

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 allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the 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	"Ocus 24K", Sector 68, Gurugram
2.	Nature of the project	Commercial
3.	DTCP license no. and validity status	76 of 2012 dated 01.08.2012
4.	RERA Registered/ not registered	Registered as 220 of 2017 dated 18.09.2017 valid upto 17.09.2022
5.	Unit no.	G-211, Ground floor (Page 33 of complaint)
6.	Unit area admeasuring	408 sq. ft. (super area) (Page 33 of complaint)
7.	Date of execution of Apartment Buyer's Agreement	06.09.2014 (Page 28 of complaint)
8.	Possession clause	<p>11(a) Schedule for possession of the Said Unit</p> <p>The Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said Building/Said Unit within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of the Company or Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to</p>

		abide by all or any of the terms and conditions of this Agreement.
9.	Due date of possession	06.09.2019 (Calculated as 60 months from the date of execution of BBA i.e., 06.09.2014)
10.	Total sale consideration	Rs. 58,95,600/- (As per BBA on page 34 of complaint)
11.	Amount paid by the complainant	Rs. 38,93,106/- (As per demand letter dated 09.06.2017 at page 101 of reply) (Also admitted by the complainant in its facts)
12.	Demand letter	25.03.2015, 09.06.2017 (page 98,101 of reply)
13.	Reminder Letters	15.11.2014, 18.04.2015, 13.05.2015, 30.06.2017, 21.07.2017, 02.06.2018, 26.06.2018, 18.07.2018, 19.09.2018, 10.10.2018 (Page 95,99,100,103,104,106, 107,108, 111,112 of reply)
14.	Final opportunity letter	31.10.2018 (113 of reply)
15.	Cancellation letter	18.12.2018 (page 115 of reply)
16.	Occupation certificate /Completion certificate	17.07.2019 (Page 122 of reply)
17.	Legal notice for refund by the complainant	19.08.2019 (Page 100 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions:

- I. That the complainant had applied for booking of residential apartment in the said group housing and get allotted residential unit bearing no. g-211, measuring 408 sq ft., rate @ Rs.145.314/- per sq. mtr. which is Rs.13,500/- per sq. ft. approximately in said project of the respondent at the total consideration amount of said unit is Rs.58,95,600/-

including car parking, edc & idc, plc, club membership etc and, had paid Rs.38,93,106/- .

- II. That the builder buyer agreement dated 06.09.2014 was executed respectively between the complainant and respondent with various terms and conditions as drafted by respondent. Further demand for instalments has been raised by respondent company on various occasions mentioning note for delay payments attract penalty/interest @ 18% per annum, keeping in view of above, till date, the complainant has deposited total amount of Rs.38,93,106/- on different occasions as and when demanded by respondent and same was with any delay and latches on part of the complainant was fulfilled.
- III. That it is the understanding made by the respondents that his unit would be ready within 60 months with grace period of 6 months from the date of execution of builder buyer agreement (Clause 11(a)) without or inclusive of grace period, and developer/respondent is obliged by time schedule for completion of construction and handover of possession of the apartment to the complainant, Further complainant has visited the site saw was incomplete structures which are good as scrap since very long the same structure have been standing at the site with no progress or any eventual construction, photographs taken by the complainant on the site as annexed. He again enquired about the status of the construction but complainant when transpired that the possession of the said unit would not be delivered by due date than he expressed his concern and contacted the officials of the respondent through different modes and medium, and when he don't get proper answer in respect to occupation/possession of said unit, complainant entire refund of earnest money/ paid amount as per

agreement. But on the contrary the respondent without any remorse and regret opted themselves to not to even reply for the same. The complainant has been visiting the office of accused and was on regular intervals had been talking to officials of respondent/s company but the same had resulted in a futile exercise and every efforts of complainant, goes in vain.

- IV. That as the physical possession of booked unit has not been given to the complainant from the date of signing the BBA i.e. 06.09.2014 till today, even after his repeated various visits and telephonic calls and the complainant has not been given satisfactory reply, as such the complainant requested the respondent verbally many times for handing over the above said unit or refund of the whole amount paid by the complainant to the respondent, however, the respondent have been lingering on the matter on one pretext or the other in its own way without bothering the rules and regulations which has been passed by the Apex Court of India for the builder and developers.
- V. That instead of handing over the physical possession of the flat the respondent is regularly asking for the entire money whereas, till date the project is in a raw status. That the complainant continuously called upon the respondent to enquire about the status of completion of the project, and in one such enquiry recently the complainant was informed that the delivery date of residential flat would be very shortly. It is also respectfully submitted that when complainant visited the site/project, the complainant saw that the project is in the same condition. When the complainant asked the respondent about the delivery schedule of the unit on this the respondent told the flat would be delivered within short time period. That the action of the respondent asking for remaining money amounts to harassment of the

complainant as the respondent grabbed the hard-earned money of the complainant.

- VI. That seeing the conduct and mala-fide intentions of the respondents, the complainant finding no alternative got issued a legal notice dated 19.08.2019 sent through Reg. A.D./Speed Post on 19.08.19 whereby calling upon the opposite party to refund the paid amount of Rs.38,93,106/- along with interest @ 24% per annum from the date of payment by the complainant till the realization of the amount .
- VII. That in view of the delay in giving possession to the complainant seeks a refund of the entire amount paid to the Respondent i.e. Rs.38,93,106/- along with compensation @ 18% per annum amongst the following grounds inter alia.
- VIII. That the cause of action accrued in favour of the Complainants and against the Respondent on the date when the Respondent advertised the said project, it also arose when the Respondent inordinately and unjustifiably and with no proper and reasonable legal explanation or recourse delayed the project beyond any reasonable measure continuing to this day, it continues to arise as the Complainants have not been given possession of their unit and respondents stopped assured return payment to the complainant and have not been paid the amount of interest for delayed possession of the unit in the project till date and the cause of action is still continuing and subsisting on day to day basis.
- IX. That the complainant is entitled to get compensation for the said deficiency in service. The complainant is also entitled for any other relief which they are found entitled by this Hon'ble Authority.

C. Relief sought by the complainant:

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

- I. Direct the respondent to refund of the amount of Rs. 38,93,106/- along with pendent lite and future interest thereon at the rate of 18% from the due date of payments till the date of actual payment in favour of complainant and against the respondent.
 - II. Direct the respondent to pay balance assured return along with interest from March 2020 to till the realization as per terms and conditions of the BBA Agreement.
5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds:
- i. That the complainant in the year 2013 showed his interest and willingness in the said complex and provisionally applied for a unit no.ug-109 and g-211, in the said complex thereby signing application forms dated 26.03.2013 and 27.04.2013 respectively, qua unit no.ug-109 and g-211. Afterwards the complainant sent an email dated 18.11.2013 thereby requesting the respondent to cancel the Unit no.g-211 and to transfer/adjust the consideration paid towards unit no. g-211 to ug-109. Later on, the complainant again requested the respondent to keep unit no.g-211 and thus, the unit no.g-211 was not cancelled by the respondent. Further requested to adjust the brokerage amount to the tune of Rs.75,000/- towards interest of Rs.51,413/- of Unit No.G-211 and also requested to settle the remaining brokerage amount towards advance interest levied on the delayed payments and upon the said request of the complainant, the respondent adhered to his request and accordingly waived of the interest levied upon the Complainant for delayed payments.



Accordingly, the respondent executed builder buyer agreement dated 06.09.2014 qua unit no. g-211 for total consideration of Rs.58,95,600/-excluding taxes.

- ii. That after execution of BBA, the respondent diligently addressed various reminder letters to the complainant to make payment towards outstanding dues of the said unit. Despite these efforts, the complainant initially refrained from making any payment. Subsequently, the complainant approached the respondent, seeking waiver of interest citing financial difficulties.
- iii. That the complainant after a year of execution of BBA made persistent request to the respondent for waiver of accrued interest of Rs.2,33,695/- and assured the respondent that he will make the payment of Rs.15,00,000/- with remaining balance of Rs.5,63,071/- after 30 days from date of execution of BBA. The complainant fulfilled his last commitment by making specified payment and in pursuance of same, the respondent issued approval note dated 26.05.2015, waived off the delay penalty interest to the tune of Rs.2,33,695/- .
- iv. That Clause 4 of the said agreement provides that 20% of the total price of the unit amounting to Rs.11,01,600/- shall be treated as earnest money to ensure the fulfilment of the terms and conditions of the said agreement. The parties had agreed that in case the complainant fail to perform any obligations or commit breach of any of the terms and conditions, mentioned in the said agreement, including but not limited to the occurrence of any event of default as stated in the said agreement, the complainant agree, consent and authorize the respondent to cancel the allotment and on such, the complainant authorize the respondent to forfeit the earnest money; brokerage; interest on delayed payments alongwith non-refundable



taxes paid to the government. Thereafter, the complainant shall be left with no right, interest and lien on the unit and the same is in addition to any other remedy/right the respondent may have.

- v. That clause 8 of the said agreement provides that the complainant agree and understands that the time is the essence with respect to the payment of the total price and other charges, deposits and amounts payable by the complainant as per the said agreement and/or as demanded by the respondent from time to time and also to perform/observe all the other obligations of the complainant under the said agreement. It was further agreed between the parties that the respondent is not under any obligation to send any reminders for the payments to be made by the complainant as per the schedule of payments and for the payments to be made as per demand by the respondent or other obligations to be performed by the complainant.
- vi. That the complainant is a chronic defaulter and has defaulted in making payment against the demands for the said unit as per the agreed terms and conditions under the said agreement, against which the respondent had also issued several reminder letters to the complainant for clearing the outstanding dues as per the "payment plan". The respondent had addressed following letters to the complainant without there being under any obligation, calling upon them to make payment of the balance consideration for the Unit No.G211:

S.no	Date	Letter
1.	25.06.2013	Demand Letter
2.	14.01.2014	Reminder
3.	17.02.2014	Reminder-II
4.	12.03.2014	Reminder
5.	15.04.2014	Demand Letter

6.	17.05.2014	Reminder
7.	15.11.2014	Reminder
8.	10.12.2014	Reminder-II
9.	03.01.2015	Final Opportunity Letter
10.	25.03.2015	Demand Letter
11.	18.04.2015	Reminder
12.	13.05.2015	Reminder-II
13.	09.06.2017	Demand Letter
14.	30.06.2017	Reminder-I
15.	21.07.2017	Reminder-II
16.	18.08.2017	Final Opportunity Letter
17.	02.06.2018	Tax Invoice
18.	26.06.2018	Reminder-I
19.	18.07.2018	Reminder-II
20.	08.08.2018	Final Opportunity Letter
21.	28.08.2018	Tax Invoice
22.	19.09.2018	Reminder-I
23.	10.10.2018	Reminder-II
24.	31.10.2018	Final Opportunity Letter

- vii. That the complainant had not made complete payments/outstanding towards unit no.g-211 despite the fact that the respondent had issued several reminders to the complainants for making the balance payments with respect to unit no.g-211, but of no avail as the complainant had paid no heed to the any of the aforementioned reminders. The above default has been committed by the complainant, despite knowing the fact that timely payment of the consideration of the said unit is a matter of essence as per clause 8 of the said agreement.
- viii. That the complainant had paid only an amount of Rs.36,51,742/- including taxes, out of the total consideration of Rs.58,95,600/- qua

the unit no.g-211. The complainant has made last payment to the respondent way back in 2015 and thereafter, the complainant have chosen not to pay any amount. It is clarified that an amount of Rs.1,66,364/- received from the complainant was adjusted towards outstanding interest amount due on the delayed payments. It is further made clear that an amount of Rs.1,61,385 received from the complainant was adjusted towards non-refundable taxes.

- ix. That since, the complainant had defaulted in payment of due amount as per bba, therefore the respondent cancelled the allotment of the complainant and issued a cancellation letter, dated 18.12.2018 after 3 and a half years of the last payment received by the respondent. The appellant had provided the detailed calculation of the refundable amount vide the cancellation letter dated 18.12.2018 aa following:

A total amount paid.	Rs.36,51,742/-
B less:	
1 Earnest money	Rs 11,01,600/-
2 Brokerage paid (if any)	Rs 5,51,469/-
3 Interest of delayed payment	Rs. 6,37,065/-
4 service tax paid and VAT	Rs. 1,61,385/-
Total	Rs 24,51,519/-
Balance refundable (A-B).	Rs 12,00,223/-

- x. That the respondent vide the cancellation letter, dated 18.12.2018 had informed the complainant that the allotment made in favour of the complainant stands cancelled and informed the complainant to collect the refund amount to the tune of Rs.12,00,223/- and have enclosed copy of cheque dated 18.12.2018, bearing No.003895 drawn on Karur Vasya Bank amounting to Rs.12,00,223/- however, it is complainant

who chose neither to respond to the cancellation letter nor came forward to collect the balance refundable amount by surrendering the original documents as per the terms and conditions of bba.

- xi. Further, the respondent is ready to give possession of the said unit subject to payment of outstanding dues payable towards the said unit to the tune of Rs.56,01,736/- including interest.
- xii. That the complainant has with malafide intention filed a legal notice dated 20.08.2019 pertaining to some other Unit (Unit UG-73) to mislead this Hon'ble Authority in order to fetch favourable orders in his favour. It is relevant to state here that complainant with malafide intention sent a legal notice dated 20.08.2019 thereby levelling false, frivolous and concocted allegation against the respondent, seeking refund. Consequently, the respondent sent reply dated 07.10.2019, denying all the allegations and apprised the fact that due to default in payments the said unit stands cancelled vide cancellation letter dated 18.12.2018 despite that the complainant never turned up to visit the respondent office and further have instituted false and frivolous litigations against the respondent in order to conceal his own wrongs. The complainant has approached this Hon'ble Authority with malafide intention as the complainant is well aware about the statutory period of limitation of 3 years with respect to filing of complaint which per se commences in 2017, therefore in that event the complainant begin to run out of limitation period in the year 2020 itself. In view of the same the complainant has failed to make out its case within the statutory limitation period. Thus, in pursuance of the limitation laws, the complaint filed by the complainant shall be dismissed on this basis alone.

- xiii. That Article 113 of Limitation Act, 1963, provides that where there is no specific period of limitation period then in that case limitation shall commence from when the right accrues and till 3 years. In the present case the complainant was well aware that the said unit booked by the complainant has been cancelled by the respondent vide cancellation letter, dated 18.12.2018, however the complainant choose to file the present complaint after 5 years, which shows the conduct of the complainant in order to reap benefits from the respondent as per its own whims and fancies.
- xiv. That in order to deliver the said unit to the complainant the respondent was constructing the said project at a fast pace. The respondent had completed the said project and applied for the grant of occupation certificate on 11.03.2019 and same was granted by the concerned authority on 17.07.2019. It is relevant to point out that the said project is complete within the time stipulated in the said agreement and that the said project was complete and ready since 11.03.2019.
- xv. That due to the constant defaults on behalf of the complainant to pay the demands as per the agreed payment plan/outstanding amounts for the unit booked, the unit was cancelled by the respondent vide cancellation letter, dated 18.12.2018 whereas the present complaint has been instituted by the complainant only in June, 2023. It is submitted that the complainant after approximately 6 years has filed the present complaint to reap benefits out of the pocket of the respondent, which clearly establishes that the present Complaint filed is an afterthought.
- xvi. That the complainant has approached this Hon'ble Authority with malafide intention as the complainant is well aware about the

statutory period of limitation of 3 years with respect to filing of complaint which per se commences in 2017, therefore in that event the complainant begin to run out of limitation period in the year 2020 itself. In view of the same the Complainant has failed to make out its case within the statutory limitation period. Thus, in pursuance of the limitation laws, the complaint filed by the complainant shall be dismissed on this basis alone.

- xvii. Despite due service of notice, no reply has been received from the respondent no.2 with regard to the present complaint and also none has put in appearance on its behalf before the Authority. In view of the above, the defence of the respondent no.2 is struck off.
6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the objections raised by the respondents.

F.1 Objections regarding complaint being barred by limitation.

11. The respondents have contended that the present complaint is not maintainable and barred by the law of limitation. The Authority observes that the cause of action arose in December, 2018, when the cancellation letter was issued to the complainant. However, post cancellation of the unit, the respondent has failed to refund the refundable amount to the complainant so far, which clearly shows a subsisting liability. Moreover, the deductions made from the paid-up amount by the respondent are not as per the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018. Further, the law of limitation is, as such, not applicable to the proceedings under the Act and has to be seen case to case. The Authority observes that respondent should not be allowed to get unfair advantage of its own wrong, as it should have

refunded the amount after cancelling the unit in question, but it failed to do so till filing of this complaint. Allowing the respondent for such practices may set a wrong precedence in the real estate industry. Therefore, in view of the above, the objection of the respondents w.r.t. the complaint being barred by limitation stands rejected.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to refund of the amount of Rs. 38,93,106/- along with pendent lite and future interest thereon at the rate of 18% from the due date of payments till the date of actual payment in favour of complainant and against the respondent.

G.II Direct the respondent to pay balance assured return along with interest from March 2020 to till the realization as per terms and conditions of the BBA Agreement.

12. 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 being interconnected.
13. The complainant has submitted that he has applied for the allotment of a unit bearing No. G-211, measuring 408 sq. ft. on ground floor in the project of the respondents named "Ocus 24K", Sector- 68, Gurugram for a total consideration of Rs.58,95,600/-. Afterwards, the agreement of sell was executed on 06.09.2014 in the favour of the complainant. The respondent has submitted that the allotment of the complainant was cancelled on account of persistent default in making payments despite issuing several communications dated 25.03.2015, 09.06.2017, 15.11.2014, 18.04.2015, 13.05.2015, 30.06.2017, 21.07.2017, 02.06.2018, 26.06.2018, 18.07.2018, 19.09.2018, 10.10.2018 for making good the pending dues. However, the complainant despite sufficient time and ample opportunities failed to clear his dues as consequence of which the respondent was constrained to terminate his



allotment vide cancellation letter dated 18.12.2018 and forfeit the amount deposited as per agreed terms. It is further submitted that all the payments request letters raised by the respondent is as per the payment plan opted by the complainant, but the complainant intentionally failed to make payments of the due amounts. Now, the question before the authority is whether the cancellation issued vide letter dated 18.12.2018 is valid or not.

14. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that the unit in question was allotted to the complainant under construction linked payment plan, vide buyer's agreement dated 06.09.2014. As per the payment plan, the respondent has raised various reminder letter and demands letter to the complainant. However, the complainant did not come forward to clear the outstanding dues, therefore the respondent was constrained to issue notice and final notice dated 31.10.2018, giving last and final opportunity to the complainant to comply with his 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 18.12.2018. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement dated 06.09.2014 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, which provides as under:

"5. AMOUNT OF EARNEST MONEY

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

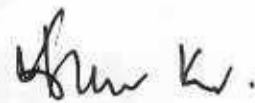
15. The Authority observes that although the complainant is entitled to refund of the balance amount after deduction as above, but it would be inequitable and unjust to direct the respondents to pay interest from the date of cancellation i.e. 18.12.2018, particularly in light of the fact that breach of the contract has been done on part of the complainant. 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 allottee i.e. 09.11.2023 till its actual realization.
16. Keeping in view the aforesaid factual and legal provisions, the respondent/promoter is directed to refund the amount received by it from the complainant after deducting 10% of the sale consideration of Rs.58,95,600/- 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 balance amount, from the date of filing of complaint by the allottee i.e. 09.11.2023, till its realization.

G. Directions of the authority: -

17. 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 amount received by it from the complainant, after deducting 10% of the sale consideration of Rs.58,95,600/- 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 balance amount, from the date of filing of complaint by the allottee i.e. 09.11.2023, till its realization.
 - ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.
18. Complaint as well as applications, if any, stands disposed of accordingly.
19. File be consigned to the registry.



Arun Kumar
(Chairman)

**Haryana Real Estate Regulatory
Authority, Gurugram**

Dated: 07.04.2026