BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Order: 06.01.2026

NAME OF THE BUILDER		M/S VATIKA SOVEREIGN PARK LIMITED & VATIKA LIMITED	
PROJECT NAME		"VATIKA SOVEREIGN PARK"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2825/2024	Neeta Kumari & Dharm Shila Devi V/S Vatika Sovereign Park Limited & Vatika Limited	Avinash Sharma & Akansha Kapoor Advocates and Ms. Ankur Berry Advocate
2.	CR/3987/2024	Vatika Sovereign Park Limited & Vatika Limited V/S Neeta Kumari & Dharm Shila Devi	Ms. Ankur Berry Advocate and Avinash Sharma & Akansha Kapoor Advocates

CORAM:
Shri Arun Kumar — **Chairman**
Shri Phool Singh Saini — **Member**

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, ***"Vatika Sovereign Park"*** being developed by the same respondents/promoter i.e., ***M/s Vatika Sovereign Park Limited and Vatika Limited.***

3. The aforesaid complaints were counter filed by the parties against each other on account of violation of the buyer's agreement executed between the parties in respect of said unit.

4. The facts of both the complaints filed by the complainants are similar. Out of the above-mentioned case, the particulars of lead case ***CR/2825/2024 Neeta Kumari and Dharm Shila Devi V/S Vatika Sovereign Park Limited and Vatika Limited*** are being taken into consideration for determining the rights of the parties.

A. Project and unit related details

5. Both the cases relate to one allotted unit. One among these is filed by the allottee and the other one is filed by the builder, so far deciding both the cases, the facts of first case are being taken. But before that the particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	"Vatika Sovereign Park", Sector-99, Gurugram
2.	Project Area	10.43125 acres
3.	Nature of the project	Group housing colony
4.	RERA Registered/ not registered	Registered Registration no. 285 of 2017 dated 10.10.2017 valid up to 09.10.2022 (Further extended up to 31.03.2025)

5.	License no. and validity	119 of 2012 dated 06.12.2012 valid up to 05.12.2016 65 of 2013 dated 20.07.2013 valid up to 19.07.2017
6.	Unit no.	901, 9th floor, Building-B (As per page no. 24 of the complaint)
7.	Unit area admeasuring	2600 sq. ft. (As per page no. 24 of the complaint)
8.	Date of allotment	26.06.2013
9.	Date of Builder buyer Agreement	21.08.2014 (As per page no. 21 of the complaint)
10.	Payment Plan	Changed from Construction linked plan to Possession Plan vide email dated 12.05.2016, 29.06.2016 and 24.01.2017 (As per page no. 132 of the complaint)
11.	Possession clause	*13. The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of* ***48 (Forty-Eight) months from the date of execution of this*** *Agreement unless there shall be delay or there shall be failure due to reasons mentioned in clauses 14 to 17 & 37 herein or due to failure of allottees to pay in time the price of the said apartment along with all the other charges and dues in accordance with the schedule of payments given in annexure-I or as per the demands raised by developer from time to time or any failure on part of the allottees*

		to abide by any terms or conditions of the agreement." (As per page no. 32 of the complaint)
12.	Due date of possession	21.08.2018 (**Note:** Due date to be calculated 48 months from the date of agreement i.e., 21.08.2014)
13.	Basic sale consideration	Rs.1,98,47,750/- (As per page no. 83 of the complaint)
14.	Total sale consideration	Rs.2,27,54,750/- (As per BBA on page no. 24 of complaint and as per SOA dated 27.06.2024 on page no. 25 of the reply)
15.	Amount paid by the complainants	Rs.81,13,864/- (As per page no. 18 of the complaint)
16.	Reminder notices	09.06.2016, 17.09.2016, 14.12.2016, 12.07.2017, 08.08.2017, 11.06.2018 – Final reminder (As per page no. 30-47 of the reply)
17.	Occupation certificate	16.10.2025 (As per page no. 4 of the affidavit filed by the respondents on 27.11.2025)
18.	Notice of possession	Not offered
19.	Pre-termination Letter	29.01.2019, 03.09.2020 (As per page no. 47-48 of the reply)
20.	Termination letter owing to non-payment of instalments	13.03.2024 (As per page no. 50 of the reply)

B. Facts of the complaint:

6. The complainants/allottees have made the following submissions in the complaint:

i. That the complainants entered into a builder buyer's agreement dated 21.08.2014 with the respondents vide which the complainants were allotted an apartment/unit no. 901 in Tower-B on the 9th floor having 2600 sq. ft. super area in the project namely, "Sovereign Park" located in Sector-99, Gurugram. The total sale price of the same being Rs.2,27,54,750/-.

ii. That the respondents raised demands for payment and the payments of the same were made promptly and timely by the complainants believing that the said demands were in consonance with the stage of construction of the project. Till the end of year 2016, believing said representations of the respondents that the construction was going as per schedule, payments were made accordingly with no defaults and the complainants paid a total of Rs.81,13,864/-. As per clause 13 of the builder buyer's agreement, possession of the said unit was to be delivered within 48 months from the date of execution of the agreement i.e., by 21.08.2018.

iii. That clause 7 of the builder buyer's agreement provides that the developer shall keep the allottee informed by letters/ newsletters/emails sent at his addresses recorded with the developer about the progress of construction of the project to make him aware about his obligation to make payment of installments linked with the progress of construction at the stipulated time.

iv. That the complainants were shocked to learn that the pace of construction was nearly stagnant since several years even prior to 2016 and payments had been unscrupulously demanded and received by the respondents, keeping the complainants in the dark about the actual stage of construction.

v. That on becoming aware of the same, the complainants confronted the respondents about such malicious practices of the respondents. Having lost faith in the respondents, the complainants demanded that the payment plan be altered in a manner so that the next set of payment becomes due to be disbursed only at a later stage of possession and to preferably shift the allotment of the complainants to a different project. The complainants spoke to several officials of Vatika Limited on the phone, messages, meetings at the office, during the period of 2016-2022, who time and again gave several options to the complainants such altered payment plan, shifting of allotment to a project namely Seven Lamps, discounts on the total sales consideration.

vi. That during the said communications, both the parties agreed o change of payment plan from construction-linked to payment on possession plan. The relevant email correspondences encapsulating with attachments the updated payment on possession plan are emails dated 12.05.2016, 29.06.2016 and 24.01.2017.

vii. That by the end of year 2016, the complainants were only liable to pay 20% of the basic sale price but even than the respondents had already demanded and the complainants had promptly made payment of 36%. This amount was not even due till completion of top floor slab but the same had been paid in good faith by the complainants.

viii. That during the above-mentioned period 2016-2022, the pace of construction was nearly stagnant as even till date, i.e., after a delay of approx. 6 years from promised date of delivery, the construction is not complete and the project is nowhere near stage of delivery. The

complainants enquired on several occasions about the status of the construction and possession delivery date but all in vain.

ix. That in fact on 12.09.2022, the builder alleged all the stages of construction were complete as on 11.04.2022 apart from amount due at offer of possession, whereas in reality the construction is still not complete even after a delay of nearly 6 years from the promised date of delivery and even after approx. more than 1 year and 9 months from the date of such alleged demand in September, 2022. Therefore, demands raised by the builder being unscrupulous and not in consonance with the actual stage of payment and the same is not to be considered as valid demands. Further, the complainants sent several emails to Vatika even in the year 2022 and after the said year which have not been responded by Vatika. After several email correspondences, no solution to the above situation was reached by the parties and in the midst of the same, the respondents vide letter dated 13.03.2024 illegally cancelled the allotment of the complainants. It is imperative to point out that firstly the said letter was never sent by the respondents on the updated address of the complainants and was not even sent via email. The courier company (SkyNet) called the complainants and re-routed the document to the actual address of the complainants. The respondents with malafide intention of cancelling the allotment of the complainants sent the termination letter on an address which was not being occupied by the complainants since last 10 years and the complainants had duly updated the same in their last meeting with Vatika in India. Further, the said termination letter mentioned reference of two other letters

which have never been received by the complainants on their address or email and no proof of the same has been shown by Vatika.

x. That the complainants have been willing to make payment but there was never any conclusive settlement between the parties regarding change of allotment to a different project, exact amount, exact stage of construction, etc. Even after the above unlawful letter of the respondents, the complainants have tried to contact the respondents via email, messages and phone and has reiterated its willingness to pay the entire amount and sought for confirmation of exact schedule of completion of construction. The respondents have been non-responsive and informed the complainants that not only has the amount paid by them till date been forfeited by Vatika but also Vatika has raised a further demand of more sums of money recoverable from the complainants.

xi. That after having received approx. 36% of the total sales consideration back in the year 2016 with an assurance to deliver possession in the year 2018, the respondents miserably failed in delivering possession and even till date has failed to complete construction of the unit. The respondents have failed in its obligation to provide the completed unit to the complainant as per the BBA, instead of complying with its own obligation has decided to unilaterally cancel the allotment of the complainants even though the complainants has been ready and willing to pay the payment and take possession of the unit and has been trying to contact the respondents. Even at present the complainants are ready and willing to pay the outstanding amount and take possession of the said unit. Accordingly, this present complaint is being filed.

C. Relief sought by the complainants:

7. The complainants in compliant no. **2825/2024** has sought following reliefs:

   i. Declare the cancellation of allotment vide cancellation letter dated 13.03.2024, as illegal and arbitrary.

   ii. Direct the respondent to restore the allotment of unit in the favour of the complainants in the said project of the respondents.

8. The complainant in compliant no. **3987/2024** has sought following reliefs:

   i. Direct the respondent to pay the outstanding amount as per termination cum recovery letter dated 13.03.2024 along with interest.

   ii. Restrain the respondent from demanding any lien over the subject matter unit.

   iii. Direct the respondent to pay compensation of Rs. 50,000/- towards litigation cost.

9. On the date of hearing, the authority explained to the respondents/promoter about the contravention 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:

10. The respondents have contested the complaint on the following grounds:

    i. That the present complaint under reply is a bundle of lies, proceeded on absurd grounds and is filed without any cause of action hence is liable to be dismissed. That the complainants have filed the present complaint with oblique motive of harassing the respondent companies and to extort illegitimate money while

making absolute false and baseless allegations against the respondents.

ii. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the builder buyer's agreement dated 21.08.2014 which has already been terminated on 13.03.2024 due to non-payment of instalment since 2016.

iii. That at the time of booking the complainants have paid Rs.10,00,000/- and opted for the payment plan in accordance with their need and choice. The chosen payment plan being construction linked the complainants had to make payment in terms of the stage of construction and the respective demand being raised by the respondent company. Further the payment plan was part of the allotment letter and the BBA.

iv. That the complainants were thereafter invited for offer of allotment vide letter dated 07.06.2013. The offer of allotment was accepted by the complainants who promised to fulfil their part of obligation by making timely payments of all instalment in timely fashion and thus unit no. 901, Tower-B admeasuring 2600 sq. ft. was provisionally allotted to the complainants vide allotment letter dated 26.06.2013 which was accompanied with the payment plan opted by the complainants.

v. That thereafter on 21.08.2014, the builder buyer's agreement was executed between the complainants and the respondent for the

residential unit with the total sale price being agreed vide clause 1 of the BBA at Rs.2,27,54,750/-.

vi. That even before the execution of the BBA, the respondent had issued a demand letter and three reminders to the complainants. Irrespective of knowledge of the payment plan and promises and commitment, the complainants repeatedly failed to make payment even after reminder.

vii. That even though the complainants were well aware of their chosen payment plan, yet continually the complainants violated the same. Further the BBA was signed and executed by the complainants of their own free will. The BBA defined the terms of the agreement between the complainants and the respondent.

viii. That from the very initial stage of the allotment the complainants have been failing to adhere to the payment plan. Though the respondent has issued repeated reminders yet the complainants have been persistently ignoring the payment plan and make payments as per their whims and fancy. The complainants never intended to make payments and only invested in the residential property to block the unit at the market rates existing at the time of booking.

ix. That the complainants have come before the Hon'ble Authority with dirty hands since they have actively concealed the fact of non-payment of any of the instalment since 2016. It is humbly submitted that repeated failure to make timely payments, coupled with persistent ignoring of the demand and reminder letters led to termination of the booking. The complainants have further failed to inform the Hon'ble Authority that instead of fulfilling the

demands raised in terms of the payment plan, the complainants were attempting to reduce the total sale consideration of the unit and in alternate wanted to sign and execute fresh BBA, and other time delaying tactics were also employed by the complainants. That due to multiple events of breach and violation of terms of BBA and the Act of 2016, and after issuance of reminders for 7 years finally the unit/allotment was terminated on 13.03.2024.

x. That the complainants are intentional defaulters, who caused the complete failure of housing project which entirely rely on timely payments for the units, since the RERA, allows the builder only to use the amounts deposited by the allottees in specified ESCROW to the limit of the construction status, however the allottees herein miserably failed to make timely payment, which led to delay in the complete project since other allottees also follow in the footsteps of the investors, who make initial booking with intention of non-payment only to retain speculative investments leading to RERA empowered refunds with interest, beyond the MCLR rates. This pattern has resulted in humongous losses and delays for the respondent's and intervention by the Hon'ble Authority is a must.

xi. That the conduct of the complainants is illegal and arbitrary and the complainants are simply speculative investors, who have failed to make payments even after repeated reminder. Further after cancellation and termination of the allotment and the BBA, the complainants are threatening the respondent company even though the fault is completely attributable to the acts and omissions of the complainants. The complainants are clearly in

breach of their contractual obligations and of causing financial loss to the respondent and the conduct of the complainants has caused, and is continuing to cause, a great amount of financial stress, and harassment to the respondent.

xii. That the complainants are attempting to harass the respondents by engaging and igniting frivolous issues with ulterior motives to pressurize the respondents. Thus, the present complaint is without any basis and no cause of action has arisen till date in favour of the complainants and against the respondents and hence, the complaint deserves to be dismissed. That, it is evident that the entire case of the complainants is nothing but a web of lies and the false and frivolous allegations made against the respondents are nothing but an afterthought, hence the present complaint filed by the complainants deserves to be dismissed with heavy costs.

xiii. That due to continued harassment of the complainants the respondent company has already filed a complaint against the complainants and the details of the same being CR No. 3987 of 2024.

11. The complainants have filed the complaint against R1 and R2. The buyer's agreement has been executed with R2. However, the payments have been made to R1 as well as R2 as per the documents placed on record by the complainants. Further, during proceedings of the day dated 03.12.2025 it has been brought to the notice of the Authority that the license of the project and other approvals including registration in the RERA are in the name of "Planet Earth Estates Pvt. Ltd." which is now known as "Vatika Sovereign Park Pvt. Ltd." i.e., R1. A document issued by the Ministry of

Corporate Affairs certifying the name change of R1 is placed on record as well on 27.11.2025. Since, R1 is the license holder and R2 is the developer of the project. Thus, it can be concluded that both the respondents are jointly and severally liable to the complainants.

12. 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:

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

F.I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana 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.

F.II Subject-matter jurisdiction

14. 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;
The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.
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.

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

F. Findings on the objections raised by the respondents:

F.I Objection regarding the complainants being investors.

16. The respondents took a stand that the complainants are investors and not consumers and therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainants are buyers and they have paid a total price of Rs.81,13,864/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

17. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainants, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

G. Findings on the relief sought:

18. The relief sought by the complainant-promoter in complaint no. 3987 of 2024 is to direct the respondent-allottees to pay the outstanding amount as per termination cum recovery letter dated 13.03.2024 along with interest whereas the relief sought by the complainants-allottees in its counter claim i.e., complaint no. 2825 of 2024 is to declare the cancellation letter dated 13.03.2024 as illegal and arbitrary and restore the allotment of the unit of the complainants . The common issue in both the complaints is cancellation letter dated 13.03.2024. Now, the question arises before the Authority is that the cancellation letter dated 13.03.2024 is valid or not?

19. The complainants have filed a complaint before the authority bearing no. CR/2825/2024 on 20.06.2024 and thereafter the promoter also filed a complaint bearing no. CR/3987/2024 on 14.08.2024. Both these complaints were clubbed together in order to avoid conflicting orders.

20. The Authority has gone through the documents placed on record and observed that the payment plan agreed between the parties is construction linked payment plan and the same is annexed on page no. 5 of the reply. As per the opted payment plan, the complainants had to pay 90% of the sale consideration on completion of project and remaining 10% on offer of

possession. The project has been completed and the occupation certificate was obtained on 16.10.2025 by the respondents, but till date the complainant has paid only Rs.81,13,864/- i.e., 41% of the basic sale consideration of Rs.1,98,47,750/-. As per the SOA placed on page 25 of the reply, the last payment was made by the complainant on 04.04.2016. Thereafter the respondent has issued reminder letters dated 09.06.2016, 17.09.2016, 14.12.2016, 12.07.2017, 08.08.2017 and final reminder on 11.06.2018 for payment of outstanding dues. Further, the respondent has issued a pre-termination letter dated 29.01.2019 and 03.09.2020 and gave time to the complainants to pay the outstanding dues and finally terminated the unit on 13.03.2024.

21. On perusal of documents placed on record and submissions made by the parties, the Authority observed the complainants have failed to pay the outstanding dues. The respondent has obtained the occupation certificate on 16.10.2025 but the complainants have paid only Rs.81,13,864/- which is 40% of the basic sale consideration of Rs.1,98,47,750/- till date which clearly depicts that the complainants have failed to abide the terms and conditions of the opted payment plan. Thus, the cancellation letter dated 13.03.2024 is valid. Thus, the relief sought in the present complaint is not maintainable but the same doesn't shed off the liability of the respondent to refund the paid-up amount by the complainants after necessary deductions as per the provisions of the Act of 2016.

22. As per clause 2 of buyer's agreement dated 21.08.2014, the respondent-promoter is entitled to deduct the earnest money in case of default by the allottee. Clause 2 of the draft buyer's agreement is reproduced below for the ready reference:

2.EARNEST MONEY

The allotted has entered into this agreement on the condition that 10% of the total sale price of the said apartment plus brokerage paid by the developer, Service Tax and penal interest paid, due or payable on any late installment and all other amounts of non-refundable nature, shall be treated as Earnest Money to ensure fulfilment, by the allottee, of the terms and conditions as contained in the application and this agreement. The said Earnest Money shall be forfeited by the developer in the event of the failure of the Allottee to perform his obligations or to fulfil all the terms and conditions set out in the said documents and any amount received over and above the Earnest Money shall be refunded by the developer to the allottee without any interest or compensation of whatsoever nature.

23. The issue with regard to deduction of earnest money on cancellation of a contract arose 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 Indian 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 Private Limited decided on 26.07.2022,*** held that 10% of basic sale price is a 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."*

24. Keeping in view the aforesaid factual and legal provisions, the respondent can retain the earnest money paid by the complainants against the allotted unit and shall not exceed 10% of the consideration amount. So, the same was liable to be forfeited as per clause 2 of the buyer's agreement and Haryana Real Estate Regulatory Authority Regulation 11(5). So, the respondent/builder is directed to refund the amount received from the complainants i.e., Rs.81,13,864/- after deducting 10% of the basic sale consideration i.e., Rs.1,98,47,750/- and return the remaining amount along with interest at the rate of 10.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of cancellation i.e., 13.03.2024 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions of the Authority:

25. 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 function entrusted to the authority under section 34(f):

i. The cancellation letter dated 13.03.2024 is valid. Thus, the respondents/promoter are directed to refund the amount i.e., Rs.81,13,864/- received by him from the complainants after deduction of 10% of basic sale consideration of Rs.1,98,47,750/- as earnest money along with interest at the rate of 10.80% p.a. on such

balance amount as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation i.e., 13.03.2024 till the actual 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.

iii. The respondents are further directed not to create any third-party rights against the subject unit before full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.

26. Complaint stands disposed of.

27. File be consigned to the registry.

(Phool Singh Saini)
Member

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 06.01.2026