BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**1383 of 2025**
Date of filing	:	**17.03.2025**
Date of decision	:	**19.05.2026**

M/s St. Patricks Realty Pvt. Ltd.
Registered Office at: The Median Central Park, Off Sohna Road, Sector 48, Gurugram, Haryana-122018 — **Complainant**

Versus

Shubha Nivedita Mintz
Mr. Nilmani
Both are R/o: 14th floor, building 5A, Cyber City, DLF Phase-III, Gurugram-122002, Haryana, India — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**
APPEARANCE
Shri Venket Rao (Advocate) — Complainant
Shri Vijay Partap Singh (Advocate) — Respondent

ORDER

1. The present complaint has been filed by the complainant-promoter 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 19(10) of the Act wherein it is inter alia prescribed that the allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said unit. Also, the obligation of allottee to make necessary payments in the manner and within time as specified in the agreement for sale under Section

19(6) and to pay interest, at such rate as may be prescribed, for any delay in payments as per Section 19(7) of the Act.

A. **Project and unit related details:**

2. The particulars of the project, the details of sale consideration, the amount paid by the respondent-allottee, 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 and location of the project	Flamingo Floors "Central Park Flower Valley" (Earlier known as Central Park III), Sector-29, 30, 32 and 33 of village Dhunela and Berka, Tehsil Sohna, District Gurugram
2.	Project area	10.925 acres
3.	Nature of the project	Group housing colony- Independent floor
4.	DTCP license no. and validity status	54 of 2014 dated 20.06.2014 valid upto 19.06.2024 28 of 2016 dated 23.12.2016 valid upto 22.12.2021
5.	Name of the licensee	Chandiram Pratap Singh s/o Shivcharan and 3 others
6.	RERA registered/ not registered and validity status	Registered Registered vide no. 95 of 2017 dated 28.08.2017 Valid upto 31.07.2022
7.	Application form	31.07.2016 (page 70 of complaint)
8.	Provisional allotment letter	21.02.2017(page 71 of complaint)
9.	Date of buyer's agreement	29.06.2017 (page 69 of complaint)
9.	Floor details	Independent first floor plot no.200, admeasuring 1093 Sq.ft. Super area (page 71 of complaint)
13.	Possession clause	7.1 The company shall endeavour to handover the possession of the said floor to the allottee(s) within a period of **24 months with a grace period of another 6 months** from the date of the agreement
14.	Due date of possession	**29.12.2019** (page 81 of complaint)

15.	Total sale consideration	Rs.68,08,790/-(as per payment plan 94 of complaint)
16.	Amount paid by respondent-allottee	Rs. 27,55,348/- /-(as alleged by the respondent-allottee at page 5 of reply and the same was admitted by the complainant-promoter
17.	Reminder for payment	02.08.2018, 05.09.2018 (page 105-106 of complaint)
18.	Cancellation of provisional allotment	15.10.2018 (page 107 of complaint)
19.	Reminder letter	26.03.2019 (page 112 of complaint)
20.	Letter regarding deletion of the name of the co-allottee	26.03.2019 (page 113-114 of complaint)
20.	Occupation certificate	19.10.2020 (page 116-117 of complaint)
21.	Offer of possession	03.12.2020 (page 118-121 of complaint)
18.	Reminder	29.01.2021, 10.06.2021 (page 121, 122 of complaint)
19.	Final notice for cancellation	09.08.2021 (page 124 of complaint)
20.	Reminder letter	29.10.2022
21.	Notice for cancellation	17.11.2022 (page 126 of complaint)

B. Facts of the complaint:

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

I. That the allottee-respondents namely Ms. Shubha Nivedita Mintz and Mr. Nilmani had initially booked the unit in question after conducting their own independent due diligence have invested into the project being developed by the complainant at the aforesaid location. The respondents are liable for the wrongful acts committed in contravention to the law.

II. That in around the year 2915, the complainant company M/s St. Patricks Realty Pvt. Ltd. in collaboration with the landowners had launched residential independent floors over piece and parcel of land out of entire land bank admeasuring 105.4803 acres, situated at village Dhunela Berka Tehsil Sohna, Gurugram under the name and style

"Flamingo Floor" forming part of the larger integrated township namely "Central Park Flower Valley" consisting of various residential plots, independent floors and group housing colony.

III. That in meanwhile looking for investment opportunities the respondent-allottee(S) herein learned about the project in question launched by the complainant company and had approached the marketing representative of the complainant company to know about the specification and veracity of the project. Subsequently being satisfied with the specification and veracity of the project the respondent-allottee upon own judgment and investigation had applied for booking of a unit dated 31.07.2016.

IV. That upon receipt of the aforesaid application for provisional allotment, the complainant company vide provisional allotment letter dated 21.02.2017, provisionally allotted an independent first floor on plot no. 200, block D, having saleable area 1093 Sq. ft. under the possession linked payment plan in the aforesaid project.

V. That on 29.06.2017, a floor buyer agreement was executed between the complainant company and the both the allottee(s) i.e., Shubha Nivedita Minz and Nilmani for the independent first floor, plot no. 200, in block D of the said colony, admeasuring 1093 Sq. ft. having total cost of Rs. 68,08,790/- excluding taxes and other charges mentioned and agreed under the agreement for the unit in question.

VI. That as per clause 7.1 of the agreement, the complainant company had endeavoured to handover the possession of the floor within an estimated period of 24 months along with grace period of 6 months from the date of the agreement i.e., by 29.12.2020, subject to force majeure conditions and timely payment of the instalments by the respondents, other charges as detailed in the payment plan annexed along with the agreement. Further, as per clause 3.1 of the agreement, the respondents had agreed that timely payments of all amounts as per the payment plan and other charges such as applicable stamp duty, registration fee etc. on or before the due date is the essence of the agreement.

VII. That the complainant vide payment of overdue amount letter dated 14.07.2017, requested the allottee(s) to pay the overdue amount of Rs. 21,31,797/- due as per the payment plan i.e. possession linked plan against the unit question.

VIII. That vide reminder letter dated 02.08.2018, the complainant reminded the respondent that as per the payment plan an amount of Rs. 21,31,796/- is overdue for payment along with interest Rs. 4,85,932/- and same remains to be unpaid. The complainant vide aforesaid letter dated 02.08.2018, had informed the allottee(s) that in failure of making the payment the booking shall be liable to be cancelled.

IX. That the complainant vide email dated 05.09.2018, had issued a reminder II for payment of overdue instalment and completion of document for allotment. That vide said email the complainant had called upon the respondent to make payment of the outstanding demands.

X. That upon constant default on account of the respondent-allottee(s) in making payments of the instalments due against the unit the complainant company was constrained to issue cancellation of provisional allotment letter dated 15.10.2018, calling upon both the allottee(s) referring to terms of the agreement and informed that despite various reminders the allottee(s) have failed to make the payment of the instalment of overdue against the unit no. D-200/FF the provisional allotment of the subject apartment in favour of the allottee(s) has been cancelled/revoked.

XI. That in order to comply with the payment schedule and make the payments as and when due against the Unit in question the respondent had applied for housing loan facility before the ICICI Bank Ltd. i.e., herein to the tune of Rs. 57,00,456/- against the said unit. Out of the aforesaid loan amount the ICIC Bank has disbursed an amount of Rs. 24,51,390/- on 28th March 2019.

XII. That the complainant vide payment reminder letter dated 26.03.2019, called upon the respondent to pay the outstanding amount of Rs. 21,31,797/- due against the unit in question as per the payment plan i.e. possession linked plan.

XIII. That the complainant upon receipt of the request letter dated 18.03.2019, sent by the allottee(s) for deletion of the name of one of the co-allottee Mr. Nilmani had assented and deleted the name of the said co-allottee and informed that all future correspondence be addressed to the respondent i.e., Ms. Shubha Nivedita Minz. Subsequently, upon request of the respondents the complainant's company issued permission to mortgage dated 28.03.2019, thereby giving assent to ICICI Bank Ltd. create charge and disburse loan against the said unit however, it is pertinent to mention that no tripartite agreement was executed between the complainant, respondent and ICICI bank for disbursing the loan against the unit in question.

XIV. That in between the years the complainant herein had managed to complete the construction of the project out of own sources within the timelines as proposed under the agreement and obtained the Occupation Certificate on 19.10.2020.

XV. That the complainant company post completion of the unit, vide offer of possession letter dated 03.12.2020, intimated the respondent that the Occupation Certificate for the respective unit has been obtained and the complainant shall be commencing with the process of handing over of the possession. Vide said offer of possession the complainant company informed the respondents about the carpet area of the unit and requested the respondents to pay the amount due on handing over of possession i.e., Rs.54,41,029/- due against the unit in question and come forward to take possession. The complainant company being a bona fide developer also adjusted an amount of Rs. 39,530/- towards delay possession compensation against the amount payable by the respondents in consideration of the minor unavoidable delay of approx. 40 days only in the offer of possession.

XVI. That despite after offering the possession post completion of the project and obtaining the Occupation Certificate the respondent had failed to come ahead to take the possession of the unit. Subsequent to possession being offered vide offer of possession letter dated 03.12.2020, the complainant vide reminder letter dated 29.01.2021, had again requested the respondent-allottee take the possession after paying the outstanding payment latest by 06.02.2021, as the maintenance of the colony has already been started.

XVII. That in furtherance to the possession already being offered the complainant vide reminder letter dated 10.06.2021, had reminded the respondent-allottee regarding the outstanding dues and had even called upon to come ahead to take the possession of the unit which has already been offered vide offer of possession letter dated 03.12.2020 and reminder letter dated 29.01.2021. Vide said letter dated 10.06.2021, the complainant has requested to make the outstanding payments latest by 21.06.2021 as per offer of possession and please take over the possession by executing necessary documents.

XVIII. That despite after offering possession the respondent has failed to come ahead to take the same and had even defaulted in making the instalments due against the unit in question. Owing to the same the complainant vide final notice for cancellation of allotment dated 09.08.2021, had called upon the respondent to make payment of Rs. 49,11,568/- due against the unit failing which the allotment of the unit in favour of the respondent shall stand cancelled and eventually the complainant would be free to take appropriate actions as per the terms of allotment and deal with the unit in such manner as may deem fit.

XIX. That the complainant vide reminder letter dated 29.10.2022, had requested the respondent-allottee that an amount of Rs. 48,81,162/- is outstanding against the unit in question and the same may kindly remitted into the account of the complainant.

XX. That despite after providing numerous opportunities upon the respondent-allottee to come ahead to cure the defaults being committed in making payment of the instalments the complainant vide notice for cancellation dated 17.11.2022, had cancelled the booking/allotment of the unit in question and had also informed that a sum of Rs. 7,23,966/- has been deducted against the earnest money deposits as per the provisions of the agreement to sale. Vide said cancellation letter dated 17.11.2022, the complainant had even informed that all the rights, claims or lien created upon the unit in question has been lost and the complainant shall henceforth be free to deal with the said unit.

XXI. That the complainant company vide whatsaap communication dated 25.11.2022, had informed and intimated the respondent-allottee that the unit in question has been cancelled vide notice for cancellation dated 17.11.2022 and had even served upon the respondent the aforesaid cancellation letter.

XXII. That the respondent vide reminder letter dated 13.06.2023, had referred to earlier letter dated 18.04.2023, and had reminded the ICICI bank ltd. that the unit in question has been cancelled due to non-payment vide notice for cancellation dated 17.11.2022 and considering the permission to mortgage dated 28.03.2019, the respondent is required to refund the amount disbursed by the ICICI Bank Ltd. Vide aforesaid letter dated 13.06.2023, the respondent had requested ICICI bank ltd. to initiate the process of releasing charge from the unit in question and further called upon to collect the cheque of Rs. 20,79,934/- towards the amount disbursed against the unit in question.

XXIII. That on 14.06.2023, the complainant referring to Letter dated 19.04.2023, had again sent a reminder letter dated 14.06.2023, to ICICI bank Ltd. stating that the unit in question has been cancelled due to non-payment of the outstanding amount by the respondent-allottee and as per the terms of the permission to mortgage the complainant is required to refund the amount disbursed by the ICICI bank to the unit in question released from bank's charge. Vide said reminder letter dated 14.06.2023, the complainant company had even informed that in case the ICICI Bank failed to provide the foreclosure letter the complainant company shall be constrained deal with the unit in question in any manner in terms of the floor buyer agreement dated 29.06.2017 and in view of the above had requested to return all the original documents viz. allotment letter, agreement for sale, payment receipts.

XXIV. That the complainant company vide Letter dated 01.06.2024, referring to the earlier letters & email communication dated 19.04.2023, 14.06.2023, 01.04.2024, 27.03.2024, 20.03.2024, 18.03.2024, 11.03.2024, 07.03.2024 had shown resentment to M/s. ICICI Bank Ltd. and have stated allotment of the Unit in favour of the respondent stood cancelled but despite carious call, reminders and emails the complainant have not received any respondent. Vide aforesaid letter dated 01.06.2024, the complainant had again requested ICICI bank to provide the details of the amount disbursed by the ICICI bank so that the same can be returned subject to terms of the permission to mortgage.

XXV. The aforesaid letter dated 01.06.2024, was even served by the complainant upon the respondent vide email dated 03.06.2024 and had again requested the ICICI Bank Ltd. to revert at the earliest. Hence, being aggrieved with the illegal and arbitrary acts of the respondent the complainant company hereby seeks directions to the respondent to come ahead to provide the necessary bank account details to transfer the remaining refund amount left after necessary deductions of earnest money, interest on delayed payments, and statutory dues in terms of the floor buyer agreement and to handover the original documents for the concerned unit to the complainant company and, having no other option complainant has now approached the Authority in the interest of equity and justice.

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

4. The complainant has filed the present complaint for seeking following reliefs:
   i. Direct the respondents to return all the original documents for the unit in question including the allotment letter, floor buyer agreement executed for the unit in question.
   ii. Direct the respondents to provide the necessary bank account details to return the amounts paid from their own resources after deductions of the earnest money deposit and statutory dues.
   iii. Allow the complainant to return all the amounts paid by the financial institution i.e., ICICI Bank Limited as per permission to mortgage as no tripartite agreement was executed between the complainant respondent and ICICI Bank.
   iv. Allow the complainant to get foreclosure letter while considering the cancellation already done vide cancellation notice dated 17.11.2022 for enabling the complainant company to refund loan amount disbursed against the unit and release the charge created over the unit in question.

D. Reply by the respondent

i. That the complaint is filed to coerce the respondent into making unlawful payments, despite the complainant being in breach of the builder buyer agreement and the Act, 2016. The complainant has violated mandatory provisions of the Act, including Section 13 by demanding and collecting amounts without lawful compliance and by failing to adhere to the agreed terms.

ii. That the respondent applied for booking of a unit dated 31.07.2016 thereby a provisional allotment letter dated 21.02.0217 was issued to respondent and was allotted an independent first floor on plot no. 200 block D having area 1093 sq.ft. under the possession linked payment plan. The respondent since beginning was interest in getting the flat financed due to her financial constraints and same was well conveyed to the complainant and the complainant themselves introduced the financier ICIC Bank Ltd. the flat buyer agreement was executed on 29.06.2017 but the complainant never provided the desired documents to the ICICI Bank which delayed in getting the housing loan sanctioned. The respondent had applied for housing loan facility from the ICICI Bank Ltd to the tune of Rs. 55,00,000/- against the booked unit and the same was duly approved and sanctioned vide the approved letter dated 24.01.2024. A triparty agreement was executed between the complainant, the respondent and the ICICI Bank where in the term of loan agreement were duly and mutually agreed between the parties. The ICICI Bank has already disbursed Rs. 24,51,390/- out of the sanctioned loan of Rs. 55 lacs. In a financed flat situation like this fault depends on the reason why the bank stopped disbursing the loan. As on date the respondent has paid a total sum of Rs. 27,55,348/-.

iii. That as per possession linked payment plan is a real estate payment structure where a buyer makes a small initial payment (typically 10-20%) at the time of booking, and the large remaining balance (80-90%) is paid only when the developer provides possession of the completed property the respondent has so far paid an amount of Rs. 27,55,348/-.

iv. That the complainant requested the respondent on dated 14.07.2017, 02.08.2018 & 05.09.2018 to pay the overdue amount of Rs. 21,31,797/. The illegal interest of Rs. 4,85,932/- is arbitrary and unjustified the respondent never ever received any above letter. The complainant is advised to adhere to strict proof in support of averment made in the said paras. The respondent has already paid the desired amount, as per the possession linked payment lan and also as per the QPR submitted, the rest amount was supposed to be paid at the offer of possession but the slow pace in construction compelled the financed bank to stop releasing the financed amount to the complainant. The respondent cannot be held liable for misdeeds on the part of the complainant due to which the bank stopped disbursement of the balance sanctioned loan amount.

v. That the allegation that delay was due to the respondent is false and misleading. The delay is solely attributable to the complainant's inefficiency, mismanagement, and violation of statutory obligations.

5. All other averments made in the complaint were denied in toto.
6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on those undisputed documents and submissions oral as well as written made by the parties.

E. Jurisdiction of the Authority:

7. The Authority observed that it has territorial as well as 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 the 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 completed territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

9. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of Section

11(4)(a) of the Act and duties of the allottee as per Section 19(6), (7) and (10) of the Act leaving aside compensation, which is to be decided by the adjudicating officer, if pursued by the parties at a later stage.

F. **Findings on the relief sought by the complainant-promoter:**

F.I Direct the respondents to return all the original documents for the unit in question including the allotment letter, floor buyer agreement executed for the unit in question.

F.II Direct the respondents to provide the necessary bank account details to return the amounts paid from their own resources after deductions of the earnest money deposit and statutory dues.

F.III Allow the complainant to return all the amounts paid by the financial institution i.e., ICICI Bank Limited as per permission to mortgage as no tripartite agreement was executed between the complainant respondent and ICICI Bank.

F.IV Allow the complainant to get foreclosure letter while considering the cancellation already done vide cancellation notice dated 17.11.2022 for enabling the complainant company to refund loan amount disbursed against the unit and release the charge created over the unit in question.

10. It is observed that the prayers made by the complainant/promoter do not fall within the scope, ambit, or jurisdiction contemplated under the provisions of the Real Estate (Regulation and Development) Act, 2016.

11. The Authority under the Real Estate (Regulation and Development) Act, 2016 is empowered to adjudicate disputes and grant reliefs strictly within the contours of the provisions of the said Act. The present prayers, being in the nature of directions for acceptance of refund on terms proposed by the promoter, furnishing of bank details, return of original documents, and issuance of foreclosure/no-dues certificate by a housing finance company, do not constitute reliefs specifically provided for under the Real Estate (Regulation and Development) Act, 2016.

12. In view of the above, this Authority holds that the reliefs sought by the Complainant/Promoter is not covered under the provisions of the Real Estate (Regulation and Development) Act, 2016.

13. Furthermore, the Authority cannot neglect the fact that the respondent-allottees have paid an amount of Rs. 27,55,348/- against the sale consideration of Rs. 68,08,790/-. The Occupation Certificate for the tower in question was obtained on 19.10.2020 and thereafter possession of the apartment was offered to the respondent-allottee vide offer of possession letter dated 03.12.2020. Thereafter, on non-payment of outstanding dues, a demand/reminder letter dated 29.01.2021 & 10.06.2021 were issued to the respondent-allottee to pay the outstanding dues, before finally cancelling the allotment of the unit vide cancellation letter dated 17.11.2022. Copies of the same is available on record and are not in dispute. Now the question before the Authority is whether the cancellation made by the complainant-promoter vide letter dated 17.11.2022 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 on the basis of allotment, the complainant has paid an amount of Rs. 27,55,348/- against the sale consideration of Rs. 68,08,775/-. The Occupation Certificate for the tower in question was obtained by the complainant-promoter on 19.10.2020 and thereafter possession of the apartment was offered to the complainant vide offer of possession letter dated 03.12.2020, subject to payment of outstanding dues. As per the payment plan agreed between the parties, 'on offer of possession', the respondent-promoter was obligated to pay 65% of the BSP +.... % cost of basement + IFMSD + Power backup installation charges + club membership + other charges. However, the respondent-allottee defaulted in making payment and the complainant-promoter was to issued various reminder/demand letters to the respondent-allottees 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 17.11.2022. 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 17.04.2014 is held to be valid. But while cancelling the unit, it was an obligation of the complainant-promoter to return the paid-up amount after deducting the amount of earnest money. However, the deductions made from the paid-up amount by the complainant-promoter 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."*

15. Keeping in view the aforesaid factual and legal provisions, the complainant-promoter is directed to refund the paid-up amount of Rs.27,55,348/- after deducting 10% of the sale consideration of Rs.68,08,790/- 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 cancellation i.e., 17.11.2022 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

G. Directions of the Authority:

16. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f) of the Act:

   I. The complainant/promoter is directed to refund the paid-up amount of Rs.27,55,348/- after deducting 10% of the sale consideration of Rs.68,08,790/- 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 cancellation i.e., 17.11.2022 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 registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
19.05.2026