BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5358 of 2025**
Date of complaint	:	**10.10.2025**
Date of decision	:	**25.08.2026**

Sunny Sharma
Gurpreet Kaur
R/o: - 36, 5 Yusuf Sarai, New Delhi, 110016 **Complainants**

Versus

M/s Ocus Skyscrapers Realty Private Limited
Having Regd. Office at: C-94, First Floor, Shivalik , New Delhi, 110017 **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:

Vani Verma (Advocate) **Complainants**
Harshit Batra (Advocate) **Respondent**

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*.

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.	1502, 15th floor (Page 28 of complaint)
6.	Unit area admeasuring	905 sq. ft. approx. (Page 33 of complaint)
7.	Date of execution of Apartment Buyer's Agreement	20.05.2014 (Page 23 of complaint)
8.	Possession clause	**11(a) Schedule for possession of the Said Unit** 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 abide by all or any of the terms and conditions of this Agreement.
9.	Due date of possession	20.05.2019

		(Calculated as 60 months from the date of execution of BBA i.e., 20.05.2014)
10.	Total sale consideration	Rs. 89,14,250/- (As per BBA on page 29 of complaint)
11.	Amount paid by the complainants	Rs. 23,66,661/- (As per the applicant ledger at page 17 of complaint)
12.	Reminder Letters	01.08.2017,29.08.2017, 29.01.2018, 23.02.2018 (Page 36 , 38, 39,42, of reply)
13.	Final opportunity letter	19.03.2018 (Page 43 of reply)
14.	Cancellation letter	18.12.2018 (At page 85 of the complaint)
15.	Occupation certificate	17.07.2019 (Page 50 of reply)
16.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions:

I. That the complainants upon the representations made by the respondent and advertisements done on their behalf were persuaded to book a commercial space in respondent project namely - "OCUS 24K". The complainant was lured into the respondent's representations and decided to apply in the project of the respondent company namely "OCUS 24K", Sector 68, Sohna Road, Gurugram, Haryana" on 17.09.2013.

II. That the complainants had commenced making payments towards the booked unit in the respondent's aforesaid project from 17.09.2013 itself, by initially remitting a sum of ₹3,00,000/, followed by another payment of ₹3,81,000/- , thereafter a further sum of ₹10,00,000/-, subsequently an amount of ₹6,16,661/- , and finally a sum of ₹69,000/- . Thus, the complainants, in aggregate, have paid a total sum

of ₹23,66,661/- towards the said unit which constitutes to approx. 26.54% of the total price of the said uni.

III. That thus, despite the complainants having paid more than 10% of the total sale consideration, the respondent failed to execute agreement for sale/builder buyer agreement at the relevant point of time, as is mandatorily required under Section 13(1) of the Real Estate (Regulation and Development) Act, 2016. Instead, the respondent compelled the complainants to continue making substantial payments without executing the statutory agreement, thereby acting in blatant violation of the provisions of the RERA Act which are enacted to safeguard the interests of allottees.

IV. That it was only after repeated requests made by the complainants, and after the complainants had already paid an amount exceeding the statutory threshold of 10% of the total sale consideration, that the respondent executed a buyer's agreement dated 20.05.2014 with the complainants in respect of unit no. 1502, admeasuring approximately 905 sq. ft., situated on the 15th Floor of the project titled "OCUS 24K" at Sector 68, Sohna Road, Gurugram, Haryana.

V. That the respondent was under the obligation to deliver the possession of the allotted unit within a period of Sixty (60) months i.e., by 20.05.2019 as stated under clause 11(a) of unit buyer's agreement 20.05.2014.

VI. That despite granting and availing a period of 60 months (i.e., 5 years) from the date of execution of the agreement dated 20.05.2014 which itself was executed nearly one year after receiving the booking amount, the respondent has miserably failed to deliver possession of

the booked/allotted unit, thereby being in clear breach of its contractual as well as legal obligations.

VII. That the respondent had accepted payment from the complainants in September 2013, much prior to obtaining RERA registration, which was granted only on 18.09.2017. After the numerous attempts of the complainants to get in touch with the respondent, the complainants were ignored and left unanswered, the complainants visited the office of the respondent but again the grievances of the complainants were ignored and unheard and they were given unsatisfactory and false promises.

VIII. That the respondent has arbitrarily cancelled the unit allotted to the complainants and has withheld the entire amount paid, despite numerous genuine requests by the complainants. The respondent's action of denying refund until subsequent resale, imposing heavy and unfair deductions, and failing to return the hard-earned money paid by the complainants, is contrary to the provisions of law. It is therefore humbly prayed that this Hon'ble Authority may take strict action against the respondent, direct immediate refund of the entire amount along with interest and compensation, and uphold the dignity and rights of genuine allottees in the real estate sector.

IX. That the respondent has neither provided peaceful possession nor refunded any amount to the complainants and has not even responded or paid heed to any of the requests of the complainants.

X. That the complainants have a right to seek remedy under the umbrella of Section 18 of the RERA Act, which provides that if the promoter fails to provide the possession of the apartment, plot or building or complete the construction in the given time period, the promoter

becomes liable to refund the deposited money of the allottee on demand along with interest.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s).

I. Direct the respondent to refund the entire amount of ₹23,66,661/- paid by the complainants towards the booked unit in the project "OCUS 24K", Sector-68, Sohna Road, Gurugram, Haryana.

II. Direct the respondent to pay interest on the aforesaid amount at the prescribed rate i.e MCLR + 2 under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 read with Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, calculated from the date of the first payment i.e., 17.09.2013, until the actual date of refund.

III. Direct the respondent to pay compensation to the complainants for the respondent's breach of contractual and statutory obligations, including compensation towards financial loss, loss of opportunity, mental agony, and commercial hardship suffered by the complainants, in terms of Sections 12, 18 and 71 of the RERA Act, 2016.

IV. Direct the respondent to pay litigation expenses of ₹2,50,000/- incurred by the complainants in pursuing the present complaint.

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 present complaint is barred by limitation since the unit booked by the complainants was booked by the complainants in the year 2013

and that the builder buyer agreement was executed between the parties on 20.05.2014. Due to the constant defaults on behalf of the complainants to pay the demands as per the agreed payment plan/outstanding amounts for the unit booked and despite issuance of various reminder letters for the payment, the complainants failed to pay the outstanding amount. Thus, the respondent was constrained to cancel the U=unit in question vide cancellation letter, dated 18.12.2018, whereas the present complaint has been instituted by the complainants only in October, 2025. It is submitted that the complainants after approximately 7 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. The complainants have approached this Hon'ble Authority with malafide intention as the complainants are well aware about the statutory period of limitation of 3 years with respect to filing of complaint which per se commences in 2018, therefore in that event the complainants begin to run out of limitation period in the year 2021 itself. In view of the same the complainants have failed to make out its case within the statutory limitation period. Thus, in pursuance of the limitation laws, the complaint filed by the complainants shall be dismissed on this basis alone.

ii. That the complainants in the year 2013 had approached the respondent and showed his interest and willingness to invest in the project of the respondent. Thereafter, after being fully satisfied of the aspects of the Project namely "Ocus 24K" being developed by the respondent, the complainants booked a unit in the said project. It is pertinent to mention here that after all the inquiries and inspections, the complainants had paid advance for the booking in the said project.

iii. Thereafter on 20.05.2014, builder buyer agreement was executed between the parties for the unit no.1502, situated on the 15th floor, admeasuring super area 905 square feet for a total sale consideration of Rs.89,14,250/- excluding taxes. Clause 4 of the said agreement provides that 20% of the total price of the unit amounting to Rs.16,10,900/- 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 complainants 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 Complainants agree, consent and authorize the respondent to cancel the allotment and on such, the complainants authorize the respondent to forfeit the Earnest Money; brokerage; interest on delayed payments alongwith non-refundable taxes paid to the government. Thereafter, the complainants 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.

iv. That the clause 8 of the said agreement provides that the complainants agree and understands that the time is of the essence with respect to the payment of the total price and other charges, deposits and amounts payable by the complainants 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 complainants 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 complainants 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 complainants.

v. That the complainants 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 complainants for clearing the outstanding dues as per the "payment plan." The respondent had addressed following letters to the complainants without there being under any obligation, calling upon them to make payment of the balance consideration for the said unit:

S. No.	Date	Letter
1.	Reminder I	01.08.2017
2.	Reminder II	29.08.2017
3.	Reminder I	29.01.2018
4.	Reminder II	23.02.2018
5.	Final Opportunity Letter	19.03.2018

vi. In view of the above, it is submitted that the complainants are chronic defaulters as they have failed and neglected to make timely payments with respect to the said unit despite numerous reminders addressed to the complainants. The above default has been committed by the complainants, 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.

vii. That an amount of Rs.3,74,744/- received from the complainants was adjusted towards outstanding interest amount due on the delayed payments. It is relevant to point out that the complainants has only paid 26.54% of the total sale consideration out of the 44% of payment to be

made before offer of possession as per the payment plan opted by the complainants and terms of the said agreement.

viii. That the last payment made by the complainants of Rs.69,000/- was on 15.04.2014, which is evident from the Ledger filed by the complainants alongwith its complainants. The last payment advanced by the complainants was on 15.04.2014, i.e., before the execution of the said agreement. The complainants have failed to pay single penny after the execution of the said agreement, which clearly establishes the malafide intent of the complainants that the complainants never had the intention of paying the total sale consideration towards the said unit and that the complainants was only interested in gaining unlawful interest out of the pocket of the respondent.

ix. That the complainants vide email, dated 14.11.2017, requested the respondent for refund of the amount paid by the complainants and informed that the complainants wishes to withdraw from the said project.

x. That the respondent vide email, dated 15.11.2017, had replied to the email, dated 14.11.2017, sent by the complainants, intimating the complainants that the amounts are being charged by the respondent as per the payment schedule agreed between the parties which is enclosed in the said agreement signed and executed by the complainants themselves. Further, the respondent intimated that in case of withdrawal from the said project, earnest money, brokerage, interest on delayed payments and non-refundable taxes shall be deducted from the amount paid by the complainants as per the terms of the said agreement. Thus, the respondent requested the complainants once again to comply with their obligations and make payment of the outstanding amount.

xi. That at one point of time, the complainants requested for withdrawal from the said project, however, at a later stage the complainants changed their stance and requested for extension of time for payment. The complainants vide email, dated 27.02.2018, mentioned that the complainants shall make payment 3 months prior to the possession, thereby once again reflecting intentions that the complainants do not have means to pay the outstanding balance amount. The respondent vide email, dated 27.03.2018, replied to the email, dated 27.02.2018, duly intimating the complainants that there is no provision for extension of due date as per the terms of the said agreement and thus requested the complainants to make payment as per the terms of the said agreement. Since the complainants failed to reply to any of the afore-mentioned reminder letters, email, dated 27.03.2018 and pay the outstanding dues, the respondent was constrained to issue a cancellation letter, dated 18.12.2018 to the complainants, thereby cancelling the said unit of the complainants. The aforementioned cancellation letter, dated 18.12.2018, has been filed by the complainants themselves, therefore the complainants were aware and were in receipt of the cancellation letter, dated 18.12.2018 and despite the same have chosen to file the present frivolous complaint after approximately 7 years from the issuance of cancellation letter, dated 18.12.2018.

xii. That the respondent had provided the detailed calculation of the refundable amount as per Clause 4 of the said agreement vide cancellation letter, dated 18.12.2018, which is as follows:

A. Total amount paid	Rs.22,93,996/-
B. Less:	

Earnest Money	Rs.16,10,900/-
Brokerage Paid (if any)	Rs.8,32,600/-
Interest of Delayed Payment	Rs.3,74,744/-
Service Tax & VAT	Rs.1,22,253/-
Total	Rs.29,40,497/-
Balance Refundable (A-B)	Rs.6,46,601/-

xiii. That the respondent vide the cancellation Letter, dated 18.12.2018, had informed the complainants that the allotment made in favour of the complainants stands cancelled and the complainants were called upon to submit the original documents including but not limited to the allotment letter, BBA, original receipts, etc., however the complainants miserably failed to come forward to submit the original documents as the entire amount paid by the complainants stands forfeited as per the terms and conditions of the said agreement.

xiv. That the complainants till date of cancellation have only paid an amount of Rs.23,66,661/- (including delayed payment interest of Rs.72,665/-) out of the total sale consideration of the said unit. Thus, the amount received by the complainants after deducting the delayed payment interest is Rs.22,93,996/-. Out of the amount of Rs. 22,93,996/-, after deducting the delayed payment interest of Rs.72,665/-) an amount of Rs. 1,22,253/- and Rs. 8,32,600/- was paid by the respondent towards non-refundable taxes paid to the government and brokerage respectively. Further, Therefore, the respondent has only received an amount of Rs. 14,11,808/- towards the consideration of the said unit.

xv. Further, it is clarified that an amount of Rs.3,74,744/- received from the complainants was adjusted towards outstanding interest amount due on the delayed payments as duly reflected in the cancellation letter,

dated 18.12.2018. The respondent herein has collected the taxes on behalf of the Government and the same have already been paid to the Government. Hence the respondent has not received the amount of Rs.1,22,253/- since it is paid to the Government for the taxes on the said unit. The respondent has merely acted as an agent of the Government for the purposes of collection of taxes which have been duly paid to the Government. After making deductions as per clause 4 of the said agreement, nothing was payable on behalf of the respondent since it is clear from the facts and circumstances, that the complainants were chronic defaulter.

xvi. Further, as per clause 11 (a) and clause 14 of the said agreement the construction of the said unit shall be completed within 66 months from the date of execution of said agreement. Therefore, as per the afore-mentioned clause the said unit was to be completed by 20.11.2019. In order to deliver the said unit to the complainants the respondent was constructing the said project at a fast pace. The respondent had completed the said project and applied for occupational certificate on 11.03.2019 and the same was granted on 17.07.2019. The said project of the respondent was complete and ready since march, 2019 and all the amenities and facilities are being provided by the respondent as they have been proposed at the time of making the booking of the said unit. Further, the complainants as per its own whims and fancies had stopped making any payment after April 2014 and after providing multiple opportunities, the respondent was well within the rights to cancel the said unit of the complainants and to forfeit the amounts as per the terms and conditions of the said agreement.

xvii. That the provisions of the RERA are to be read in conjunction with the builder buyer agreement executed prior to RERA came in force, then clause of model agreement be read for both the parties and specifically clause 9.3 of the model agreement which mentions about as to when can an allotee be termed as defaulter. As per clause 9.3 of the model agreement, if the allottee fails to make payment for a period beyond 90 days after notice from the builder, then the builder shall be entitled to cancel the unit of the allottee and refund the amount after forfeiture of the booking amount and interest on delayed payments

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.I Objections regarding complaint being barred by limitation.

11. The respondent has 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 complainants. 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. 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 respondent w.r.t. the complaint being barred by limitation stands rejected.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to refund the entire amount of ₹23,66,661/- paid by the complainants towards the booked unit in the project "OCUS 24K", Sector-68, Sohna Road, Gurugram, Haryana.

G.II Direct the respondent to pay interest on the aforesaid amount at the prescribed rate i.e MCLR + 2 under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 read with Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, calculated from the date of the first payment i.e., 17.09.2013, until the actual date of refund.

12. The above-mentioned reliefs sought by the complainants 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 they applied for the allotment of a unit bearing No. 1502, measuring 905 sq. ft. on 15th floor in the project of the respondent named "Ocus 24K", Sector- 68, Gurugram for a total consideration of Rs.89,14,250/-. Afterwards, the agreement of sell was executed on 20.05.2014 in the favour of the complainants. 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 01.08.2017, 29.08.2017, 29.01.2018,23.02.2018 and 19.03.2018 for making the pending dues. However, the complainants 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. It is further submitted that all the payments request letters raised by the respondent are as per the payment plan opted by the complainants, but the complainants 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 20.05.2014. As per the payment plan, the respondent has raised various reminder letters to the complainants. However, the complainants did not come forward to clear the outstanding dues, therefore the respondent was constrained to issue notice and final notice dated 19.03.2018, giving last and final opportunity to the complainants 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 20.05.2014 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 complainants are 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 complainants. Accordingly, the Authority finds it appropriate to allow interest at prescribed rate on the refundable amount from the date of filing of complaint by the allottee i.e. 10.10.2025 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 complainants after deducting 10% of the sale consideration of Rs.89,14,250/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint by the allottee i.e. 10.10.2025, till its realization.

G.III Direct the respondent to pay compensation to the complainants for the respondent's breach of contractual and statutory obligations, including compensation towards financial loss, loss of opportunity, mental agony, and commercial hardship suffered by the complainants, in terms of Sections 12, 18 and 71 of the RERA Act, 2016.

G. IV. Direct the respondent to pay litigation expenses of ₹2,50,000/- incurred by the complainants in pursuing the present complaint.

17. The complainants are seeking above mentioned relief w.r.t compensation. ***Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*** has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

H. Directions of the authority: -

18. 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 complainants, after deducting 10% of the sale consideration of Rs.89,14,250/- being earnest money along with an interest @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of filing of complaint by the allottee i.e. 10.10.2025, 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.

19. Complaint as well as applications, if any, stands disposed of accordingly.

20. File be consigned to the registry.

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

Dated: 25.08.2026