

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

Order pronounced on: 27.10.2023

NAME OF THE BUILDER		COUNTRYWIDE PROMOTERS PVT. LTD. & BPTP LTD.	
PROJECT NAME		102 Eden Estate	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/7659/2022	Rajat Kumar Dewan through POA holder Sandeep Goyal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra
2.	CR/7661/2022	Rajat Kumar Dewan through POA holder Sandeep Goyal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra
3.	CR/7657/2022	Ms. Nikita Agarwal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra
4.	CR/7643/2022	Sandeep Goyal and Samridhi Goyal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra
5.	CR/7667/2022	Nishi Goel V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra



6.	CR/7649/2022	Bhavna Goyal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra
7.	CR/7644/2022	Samridhi Goyal V/s Countrywide Promoter Pvt. Ltd. and BPTP Ltd.	Sh. Rajan Kumar Hans and Sh. Rahul Gupta Sh. Harshit Batra

CORAM:

Shri Sanjeev Kumar Arora	Member
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ORDER

1. This order shall dispose of all the 7 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 applicants of the projects, namely, '102 Eden Estate' being developed by the same respondent promoters i.e., M/s Countrywide Promoters Pvt. Ltd. & M/s BPTP Ltd.

3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

Project Name and Location	COUNTRYWIDE PROMOTERS PVT. LTD. & BPTP LTD. "Eden Estate" Sector-102 & 102A, Gurugram.			
Possession Clause	BBA not executed			
Due date	Not calculated as the BBA has not been executed by the parties.			
Relief Sought	<ol style="list-style-type: none"> 1. Direct the respondent to quash the termination letter of the allotted plot and subsequently, execute the BBA, and accept the payments for pending instalments. 2. Direct the respondent to execute the conveyance deed and grant possession of the allotted plot in the project "102 Eden Estate". 3. Alternatively, to buy back the plot no. A-201 on the current market value. 4. Direct the respondent to pay delay possession charges from the date of payment till the date of possession. 			
Complaint No (1)	Unit No. (2)	Date of application form/booking (3)	Termination letter & Third-party rights (4)	Total Sale consideration (TC) & Amount paid (AP) (5)
CR/7659/2022	A-201 (Page no. 26 of reply)	31.05.2022	29.06.2022 *3 rd party rights created on 10.03.2023	TC- ₹ 3,42,01,920/- AP- ₹10,00,000/- ₹ 24,22,400/- PDC
CR/7661/2022	A-200 (Page no. 25 of reply)	14.06.2022	29.06.2022 *3 rd party rights created on 01.09.2022	TC- ₹ 3,42,01,920/- AP- ₹ 10,00,000/- ₹ 24,22,400/- PDC
CR/7657/2022	A-202 (Page no. 26 of reply)	27.05.2022	29.06.2022 *3 rd party rights on 27.07.2022	TC- ₹ 3,42,01,920/- AP- ₹ 10,00,000/- ₹ 24,22,400/- PDC
CR/7643/2022	A-203 (page no. 8 of application of	31.05.2022	29.06.2022	TC- ₹ 3,42,01,920/- AP- Not paid as cheque got dishonoured.

	dismissal of complaint)		*3 rd party rights on 28.09.2022	
CR/7667/2022	A-205 (Page no. 27 of reply)	27.05.2022	29.06.2022 *3 rd party rights created on 31.08.2022	TC- ₹ 3,42,01,920/ AP- ₹ 10,00,000/- ₹ 24,22,400/- PDC
CR/7649/2022	A-209 (Page no. 26 of reply)	27.05.2022	29.06.2022 *3 rd party rights created on 13.01.2023	TC- ₹ 3,42,01,920/- AP- ₹ 10,00,000/- ₹ 24,22,400/- PDC
CR/7644/2022	A-204 (Page no. 26 of reply)	27.05.2022	29.06.2022 *3 rd party rights created on 13.01.2023	TC- ₹ 3,42,01,920/- AP- ₹ 10,00,000/- ₹ 24,22,400/- PDC

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the applicants and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainants/ applicants are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/7657/2022 titled as Nikita Agarwal Vs. M/s Countrywide Promoters Private Limited. & M/s BPTP Ltd.** are being taken into consideration for determining the rights of the applicants qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

A. Unit and project related details

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement, termination etc, have been detailed in the following tabular form:

CR/7657/2022 titled as Nikita Agarwal Vs. M/s Countrywide Promoters Private Limited. & M/s BPTP Ltd.

Sr. No.	Particulars	Details
1.	Name of the project	102 Eden Estate, Sector 102-102A, Gurugram, Haryana.
2.	Unit no.	A-202 (as per booking application form on page no. 26 of reply)
3.	Unit admeasuring	247.80 sq. yds. (as per booking application form on page no. 26 of reply)
4.	Date of execution of agreement for sale	Not executed
5.	Possession clause	NA
6.	Due date of delivery of possession	NA
7.	Date of booking	27.05.2022
8.	Cancellation Email	29.06.2022 (page no. 51 of complaint)
9.	Third party rights	27.07.2022 (As per additional document filed by respondent)

10.	Total sale consideration	₹ 3,42,01,920/- (as per booking application form on page no. 26 of reply)
11.	Total amount paid by the complainant	₹ 34,22,400/- (₹10,00,000/- on booking and ₹24,22,000/- as PDC) [as per booking application form on page no. 20 of reply]
12.	Offer of possession	Not offered

B. Facts of the complaint

7. The complainants have submitted as under:
8. That a real estate agent named Mr. Kawarpal Singh who is also a channel partner of respondents introduced the complainant and other applicants with the respondents. On 18.05.2022 Mr. Sandeep Goyal had a meeting with Mr. Harinder Dillon (Vice President Sales of the Respondent No. 2) through real estate agent Mr. Kanwarpal Singh. In this meeting, Mr. Harinder Dhillon showed plots in the project "BPTP 102 Eden Estate" measuring size 247.80 sq. yards (hereinafter referred to as "Eden plots") and the complainant and other applicants showed interest in the booking of Eden Plots.
9. That in good faith and assurance of timely possession by the respondents, the complainant and other applicants agreed to buy the eden plots and the sale was confirmed by the respondents only on 31.05.2022. The complainant and other applicants booked 9 plots and paid Rs. 10,00,000/- per plot as booking amount and gave PDC's for the balance amount of 10% of the Total Sales Value (TSV) amount as agreed. The complainant booked



- plot no. A - 202. Further, the complainant had paid the next instalment as per the schedule.
10. That prior to booking the Eden plots, the complainant's relatives/friends have booked 9 plots in project BPTP "Amstoria" (hereinafter referred to as Amstoria plots) being developed by the respondents, measuring 495 sq yards. The bookings of the Amstoria plots were confirmed on 31.03.2022 out of these 9 Amstoria plots, 7 plots had existing structures/buildings/floors on them. The respondents assured that these existing structures/buildings/floors will be demolished latest by 31.05.2022 and before making any further payments and vacant plots will be allotted to the complainant's relatives/family friends.
11. That the complainant's relatives/family friends enquired with the respondents regarding the status of demolition on existing structures/building/floors on some of the Amstoria plots and requested the respondents to provide NOC from earlier applicants of these Amstoria plots the respondents again assured the complainant's relatives/family friends. That demolition of existing structures/building/floors would be completed on or before 31.05.2022. In the first week of June, the complainant relatives/family friends had received demand letter from the respondents wherein the respondents have raised the demand for the next instalment of 25% of the TSV of the Amstoria plots as per the payment schedule. On 10.06.2022, Mr. Sandeep Goyal visited the site of the Amstoria Plots and to the utter shock, the existing structures/buildings/floors were still not demolished. The respondents without fulfilling their part of the promise of demolishing existing structures on the 7 amstoria plots, raised demand for next instalments.



Further, seeing no action on part of the respondents, on 18.06.2022, Mr. Sandeep Goyal had sent an email to the respondents and raised the above issues.

12. That in the evening of 21.06.2022, the respondents proceeded with the process of demolition of the existing structures/buildings constructed on the Amstoria plots. Just immediately after the start of the demolition drive, the residents of the society created hue and cry and informed the local police station about such demolition. The Police officers of the concerned police station reached at the site where the demolition was being carried out and stopped the demolition process. The residents also informed the DTCP, (Department of Town and Country Planning) Gurugram and DTCP stayed the demolition process till further orders.
13. That on 22.06.2022, the Mr. Sandeep Goyal had received an email from the respondent no. 1 wherein they had asked the complainant and other allottees to execute a settlement agreement attached with the email and to submit PDC's for the next instalments. The complainant and other allottees were shocked to see the contents of the settlement agreement, as it was an arbitrary and one-sided settlement agreement, and it did not contain the terms which were finalized in the meeting dated 21.06.2022. Further, the complainant and other allottees were forced to waive off all their rights even for future legal actions regarding the plots.
14. That the respondents never disclosed to the complainant about the stay on demolition passed by the Ld. Civil Judge, Gurugram and were repeatedly asking for further instalments. The complainant got to know about the same from outside sources and the news of demolition was reported in newspapers as well. That on 27.06.2022, Mr. Sandeep Goyal



received a conference call, in which he confronted Mr. Harinder Dhillon and Ms. Anjali Aullack (DGM, CRM) of the respondent no. 1 regarding the issue of stay orders and they both committed to the Mr. Sandeep Goyal, that the complainant and other allottees have to pay the next instalments only. for those plots on which there are no existing structures/building/floors and the complainant and other allottees do not have to pay any further amount on the 7 Amstoria plots on which there are existing structures, till the time demolition is carried on these plots. Mr. Sandeep Goyal agreed to the above proposal on the conference call itself and it was agreed by Mr. Harinder Dhillon to provide a settlement deed in this regard. It is significant to mention that the respondents did not send the above settlement deed.

15. That on 28.06.2022, the real estate agent Mr. Kanwarpal Singh received a message from the respondents on WhatsApp wherein it has been mentioned that Plot No. A - 200 to A - 205 and A - 207 to A - 209 (excluding the 7 Amstoria Plots on which there are existing structures/Buildings/Floors and 2 Amstoria plots where there are no existing structures/Buildings/Floors) are available for sale @ Rs. 1,50,000/- per Sq. Yard. Further, the aforesaid message was also sent in the WhatsApp group of real estate agents. Mr. Kanwarpal Singh was shocked to see such message as the aforesaid plots were already sold to the complainant and his relatives/ family friends through him. Mr. Kanwarpal Singh immediately called Mr. Hardeep Dillon to authenticate the veracity of the message circulating on WhatsApp and Mr. Hardeep Dillon threatened to cancel all the bookings of the complainant and his relatives/family friends. This shows the mala fide intent of the



respondents wherein without even cancelling the allotments/bookings of the plots of the complainant and his relatives/family friends.

16. That on 28.06.2022, Mr. Sandeep Goyal had written two emails to the respondents for clarification on the demolition of existing structures/buildings and assured the respondents that the complainant and his relatives/friends shall complete the 10% booking amount of the plots booking from A200 to A 206 and A 207 to A 209 as per the PDC's already provided. Furthermore, Mr. Sandeep Goyal also mentioned about the telephonic conversation between him and Mr. Hardeep Dhillon wherein false assurances were given to him. It is most important to mention that the Mr Sandeep Goyal assured the respondents that they are ready to pay the instalments as per payment plan of the plots (excluding the 7 Amstoria plots on which there are existing structures/Buildings/Floors). Further, Mr. Sandeep Goyal also asked the respondents to present the pdc's which were in possession of the respondents qua the instalments of the eden plots. It was also mentioned by the respondents that a fresh settlement agreement will be sent by the respondents to the complainants however, no such agreement was ever received.
17. That the respondents did not reply to the email dated 28.06.2022 of Mr. Sandeep Goyal. He further wrote an email dated 29.06.2022 to the respondents raising various concerns regarding the plots. Mr. Sandeep Goyal acting on behalf of himself, the complainant and relatives/friends mentioned that, mala fide on the part of the respondents is now clear as they were not ready to handover the allotment letters in the meeting dated 21.06.2022 for Eden Plots despite paying the complete booking



amount. It was further stated that the complainants and other allottees had already paid the booking amount and have given PDC's for the remaining 10 % TS for the Eden Plots and that once booking was made in the names of the complainants, then the respondents cannot cancel the bookings of the plots without providing any valid reason. It was specifically stated that if the respondents proceed with booking/allotting the above mentioned plots to somebody else, then it will amount to cheating and defrauding the complainants and other Allotees. Mr. Sandeep Goyal reiterated to the respondents to present the DC's with respect to the Eden Plots, issue allotment letters and execute the BBA's immediately so that no prejudice is caused to the complainant and his relatives/family friends. Further, certain extra PDC's were given to the Respondents at the time of booking of the Eden Plots and the Mr. Sandeep Goyal asked the respondent no. 1 to return those extra PDC's.

18. That just 2 hours of sending the above mentioned email, the respondents started sending cancellation emails of the allotments/bookings of the plots with scanned copy of cheques of the amount paid by the complainant. It seemed that the respondents were prepared to cancel the allotments/bookings of the plots and sent cancellation emails even before the due date of next instalments for some of the plots. It is noteworthy to refer to the clause regarding delay in payment.
19. That if the complainants do not pay the amounts as per the payment plan then the complainants are liable to pay interest at the rates as prescribed in rera and the rules prescribed therein from the due date of the instalment/ payment till the date of actual payment. Furthermore, in case the complainants fail to make the payment with interest as per the



payment plan within a period of 90 days from the notice of the respondents in this regard, the respondents, at its sole discretion, after due notice of 30 (thirty) days to the complainants, shall have the right to cancel the allotment. However, the respondents in complete violation of their own aforesaid clause, did not send any notice/reminder for payment of instalment of the plots and illegally cancelled all the allotments/bookings of the complainant and his relatives/family friends. It is noteworthy to mention that a similar clause has been used by the respondents in their draft of the BBA. This arbitrary act of the respondents of cancellation of allotments/bookings of the plots is motivated only with greed. The complainant has not made a single default in timely payments and the true reason behind cancellation of the allotments/bookings of the plots is that since the time of booking, the market value of plots have increased considerably. The respondents and their management are committing fraud by selling these plots again at higher prices. On 01.07.2022, the complainant and his relatives/family friends got to know that the respondents have accepted new bookings for plot no. A-200 to A-205 and A-207 to A-209 (Eden Plots). The respondents and their management have dishonestly cancelled the allotments/bookings of the complainant and his relatives/family friends, duped them and committed fraud by taking bookings again on the plots booked by the complainant and his relatives/family friends. The respondents have not sent any cancellation email/letter for the plot no. A-201 however, have sent cancellation of plot no. A-200 booked by the complainant.

C. Relief sought by the complainants:

20. The complainants have sought following relief(s):



- a. To quash the termination/cancellation of the allotted plot A-201 and subsequently, to execute BBA, to accept payments for pending instalments, to execute conveyance deed and to grant possession of the plot no. A-201 in the project '102 Eden Estate' situated at Sector-102, Gurugram, Haryana to the complainant.
 - b. Alternatively, to buy back the plot on the current market value.
 - c. Alternatively, to allot a plot of similar size in the project 102 Eden Estate at the initial rate of booking.
 - d. Direct the respondent to pay delay possession charges from the date of payment till the date of possession.
21. On the date of hearing, the authority explained to the respondents/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondents.

22. The respondents have contested the complaint on the following grounds in the combined reply dated 28.07.2023:
23. That the complainant along with 7 other relatives and friends got to know about the project of the respondents, and were interested in making a booking in the same. At the outset it is submitted that the complainant had completely satisfied herself with the project, the plans, ownership of land, facilities, etc. It was thereafter that the complainant submitted an incomplete application for booking plot no. A-202 (hereinafter referred to as the "Plot") on 28.05.2022 for a total sale consideration of Rs. 3,42,01,920 (without Interest-Free Refundable Contingency Deposit, Interest-Free Maintenance Security Deposit, and Administrative Charges).



24. That however, it needs to be categorically noted that the submission of only the booking form does not imply the booking having been made in favour of the complainant. That a bare perusal of the form reveals that the complainant intended to make a booking under the "time linked plan, as evident from the payment plan at page 8 of the booking application form.
25. That the same ex facie shows that "10% of TSV" had to be paid "On Booking", i.e., Rs. 34,20,192 was the booking amount. However, the complainant had only made the payment of only Rs. 10,00,000 against which, a receipt dated 30.05.2022 was given to the complainant.
26. That out of the complainant's own volition and arbitrary decision, a post dated cheque of Rs. 24,22,400/- dated 18.06.2022 was handed over to the respondents. The booking of the unit could have only been successfully made by the payment of 10% of the total price at the time of booking only and not after passing of substantial period of time after making the booking application.
27. That any part payment token advances were not accepted by the respondent but as a bonafide gesture the cheque of token money was presented, however, the same could not be realised. That at this instance, it also needs to be noted that in case of failure of realization of a cheque, the respondents had a right to reject the booking as per clause 30 of the booking application form.
28. That the attempt of the complainant to make part-payment of the booking amount at the time of booking, was neither a part of the booking, nor accepted by the respondents, at any stage whatsoever. Moreover, with the payment of only 2.92% of the total sale price, instead of 10%, constitute an incomplete booking, and under no circumstance whatsoever, creates



- any right of the complainant over the said unit. Essentially, this is a breach of payment plan incorporated in the booking application form.
29. That at this instance, and at the very outset, it is categorically submitted that there is no reason whatsoever, for non-payment by the complainant. The respondents have already done all the compliances and had obtained the RERA registration number RC/REP/HARERA/GGM/415/147/2020/31 dated 09.10.2020.
30. That as noted above, a mere 2.92% of total sale price was paid by the complainant at the time of booking, which, under no circumstance, was acceptable to the respondents. The booking application form submitted by the complainant itself noted that 10% of total sale consideration had to be paid "On Booking", hence, even the booking of the complainant was not complete. Moreover, the submission of booking form is a mere offer seeking allotment of the unit and does not, in any way, establish a right of the complainant.
31. That the complainant made an unsuccessful application for booking with payment of only 2.92% of the booking amount, which was never accepted by the respondents. That on 29.06.2022, the complainant rejected the booking application form and categorically noted that due to non-payment of 10% of the total price, the complainant has made herself ineligible for allotment and the mere submission of the booking application form and payment of part booking amount/ token advance does not constitute a right to allotment of the plot and nor does it create or result in any obligations on the company, hence, the booking application form stands rejected.



32. Along with said rejection of the booking application form, the respondents have sought to return the amount paid by the complainant, without any deduction. The complainant was called to collect the refund cheques, a copy of which was also shared with the complainant and requested the deposit of the original receipts.
33. That however, the complainant failed to pay any heed to the same and thereafter, remainders dated 01.08.2022 and 15.09.2022 were issued to the complainant, despite which, the complainant has failed to come forward to collect their refund cheques.
34. That it needs to be categorically noted that the present complaint has been filed seeking relief of possession, however, the same cannot be adjudicated as after the rejection of the booking application form, the unit has been sold to one Mr. Rajiv Tokas via builder buyer agreement dated 10.03.2023. A separate application in this regard has already been filed on 08.05.2023.
35. All other averments made in the complaints were denied in toto.
36. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E. I Territorial jurisdiction

38. 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

39. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the applicants as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.

Section 34-Functions of the Authority:

34(f) 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.

40. 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.

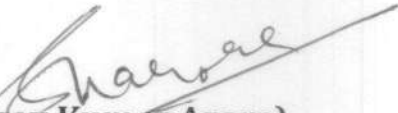
F. Findings on the relief sought by the complainants.

- i. To quash the termination/cancellation of the allotted plot A-201 and subsequently, to execute BBA, to accept payments for pending

- instalments, to execute conveyance deed and to grant possession of the plot no. A-201 in the project '102 Eden Estate' situated at Sector-102, Gurugram, Haryana to the complainant.
- ii. Alternatively, to buy back the plot on the current market value.
 - iii. Alternatively, to allot a plot of similar size in the project 102 Eden Estate at the initial rate of booking.
 - iv. Direct the respondent to pay delay possession charges from the date of payment till the date of possession.
41. All the above-mentioned reliefs are interrelated accordingly, the same are being taken up together for adjudication. The authority while embarking upon the requisite details available on record and arguments advanced by the counsels appearing on either side, the main issue that fall for consideration is whether the said termination dated 29.06.2022 is valid or not?
42. For introductory purposes, the authority indicates that the complainants booked a plot no. A-201 in the residential colony project of the respondent namely "102 Eden Estate" situated at sector-102-102A, Gurugram on 27.05.2022. In pursuance to this the complainants paid an amount of ₹ 10,00,000/- against the total sale consideration of ₹ 3,42,01,920/- and a post-dated cheque of Rs. 24,22,000/- . According to the payment plan annexed with the application form 10% of the TSV has to be paid on booking Thereafter, 25% of the TSV was to be made within 90 days of booking. Further, the next instalment of 25% of the TSV was to be made within 150 days of booking. Lastly, 40% of total price (including stamp duty, registration charges etc.) was to be paid within 225 days of booking.

43. Subsequent to the above-mentioned facts the respondents vide email dated 29.06.2022 cancelled the allotment of the said plot on account of non-payment wherein the respondents request the complainants to return the original documents with respect to the particular plot and however as per the terms of the application form the company has the right to forfeit the token amount paid by applicant at the time of booking of said plot, but still as a goodwill gesture, the company hereby refunds the amounts paid by the complainants without any deduction. Moreover, the respondents' state that, complainants being a financial defaulter, are not entitled to any interest whatsoever on the amounts paid.
44. Coming to the aforesaid indicators the complainants, according to the payment plan annexed with the booking application form were obligated to make the 10% of the TSV on the date booking but the complainants failed to do so and paid only an amount of Rs. 10,00,000/- which constitute 2.92% of the total sales value. Hence the complainant is in default in making payment. No doubt that as per the provisions of Section 13(1) of the Rera Act, 2016 the promoter shall not accept more than 10% of the cost of apartment without first entering into a written agreement for sale.
45. In light of the above the authority is of the view that the said termination is valid as the complainants has failed to complete the obligation of payment of 10% of the total sales consideration at the time of application for booking as mentioned in payment plan in application form itself.
46. Furthermore, the complainants are seeking relief of buy back of the plot at the current rate. However, there is no such provision in this regard in the application/allotment & the Rera Act, 2016.

47. Having come to the aforesaid conclusion, there would not have been any reason before the authority to invalidate the termination letter and no case of delay possession is made out. In view of the same, the reliefs sought by the complainant are hereby denied in toto by the authority and the matters are dismissed accordingly.
48. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
49. True certified copies of this order be placed on the case file of each matter.
50. Files be consigned to registry.


(Sanjeev Kumar Arora)
Member
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.10.2023

HARERA
GURUGRAM