

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

Complaint no.:	961 of 2023
Date of filing:	27.02.2023
Date of decision:	27.02.2025

1. Mrs. Dimple Sood

2. Mr. Rohit Sood

Both R/o: - A-401, Pioneer Apartment, Opposite
Pioneer Park Apartments, Gurugram, Haryana - 122001.**Complainants**

Versus

M/s Vatika Ltd.

Office address: Unit no.-A-002, INXT City Centre,
Ground Floor, Block-A, Sector-83, Vatika India Next,
Gurugram, Haryana - 122012.**Also at:** Vatika Triangle, 4th Floor, Sushant Lok Phase I,
Block A, MG Road, Gurugram - 122002.**Respondent****CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Ms. Priyanka Agarwal (Advocate)

Ms. Ankur Berry (Advocate)

Complainant

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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details.

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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 and location of the project	"Aspiration" at Sector-88B, Gurugram.
2.	Project area	19.70 Acres
3.	Nature of Project	Residential Plotted Colony
4.	DTCP license no. and validity status	1. 13 of 2022 dated 24.02.2022 Valid upto 23.02.2027 2. 152 of 2022 dated 29.09.2022 Valid upto 28.09.2027
5.	Name of Licensee	M/s Vatika Limited
6.	Rera registered/ not registered and validity status	Registered Vide registration no. 130 of 2022 dated 23.12.2022 Valid upto 30.06.2024
7.	Unit No.	Plot no. 5, A4, Aspiration (page 60 of complaint)
8.	Unit area admeasuring	131 sq. yds. (page 50 of complaint)
9.	Expression of interest	23.03.2022 (page 48 of complaint)
10.	Allotment letter	16.04.2022 (page 54 of complaint)
11.	Date of buyer agreement	Not executed
12.	Possession clause	Not available
13.	Due date of possession	16.04.2025 <i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018 Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into</i>

		<p><i>consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</i></p> <p>In view of the above-mentioned reasoning, the date of the allotment letter dated 16.04.2022 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 16.04.2025.</p>
14.	Total Sale Consideration	Rs.94,90,950/- (page 55 of complaint)
15.	Amount paid by complainant	Rs.37,57,285/- [i.e., 39.50%] (as per SOA dt 24.01.2023 at page 67 of complaint)
16.	Completion certificate	Not Obtained (as confirmed by the counsel for the respondent during proceeding dated 27.02.2025)
17.	Offer of possession	Not offered
18.	Demand letters /Bills of supply	01.09.2022 (page 60 to 64 of complaint)
19.	Notice for Termination	13.01.2023 (page 75 of complaint)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -
 - i. That the complainants are a citizen of Haryana, In the hope of independent house for family of complainant was allured by an advertisement of the respondent and believing on the plain words of respondent in utter good faith the complainant was duped of their hard-earned monies which they have saved from bonafide resources by the respondent in the garb of running a builder construction company by offering plot in a time bound manner. After the RERA Act came the respondent is still doing illegal arbitrary and malefic activity in complete violation of the Act.
 - ii. That the respondent had already acquired the proficiency to throw dust in the eyes of the law and Hon'ble Authority and advertised and sold the new

- project without getting RERA registration. The respondent also started selling the project in 2021 much before from RERA registration of project. Also, as per section 3 of RERA Act builder can't advertise, sale and collect the money from buyers without registered the project before RERA.
- iii. That respondent i.e., M/s Vatika Limited received the license no. 13 of 2022 for development of plotted colony under scheme DDJAY on dated 24.02.2022 and license no. 152 of 2022 dated 29.09.2022 after that respondent registered the project "ASPIRATION" under HARERA Authority on dated 23.12.2022 and received the registration no. GGM/655/387/2022/130 DATED 23.12.2022 but builder advertised and sold the project much before (from 2021) receiving of RERA registration
- iv. That the respondent advertised his project in 2021 and taken application form/expressions of interest along with booking amount. That the complainant was shown expression of interest in plotted colony for booking of plot and were asked to fill the form of expression of interest/application form as provided by the builder along with booking amount of Rs.5,00,000/- which the complainants promptly did by depositing cheque dated 18.07.2021 drawn on CITI Bank and cheque was deposited in the name of Vatika Limited. In expression of interest/application form, builder mentioned the construction link payment plan which was also violation of the terms of RERA Act. The expression of interest and Booking was acknowledged by respondent company without registering the project before RERA Authority, Gurugram.
- v. Previously complainant had booked 3 plots (Plot no.1 of B2 street, Plot no.3 of B2 street and Plot no.3 of B1 street) in DDJAY plotted colony "Aspirations" Sector-88B, Gurugram. And paid booking amount of Rs.5,00,000/- for each plot. Due to change in layout plan size of plot was increased and builder was not able to give him 3 plots of the same size as was initially promised and the money was collected. Finally, builder

- adjusted the booking amount of all plots and allotted new plot no. 5 of A4 street only with plot size of 131 sq. yds. in DDJAY Plotted colony "Aspirations" Sector-88B, Gurugram.
- vi. In the acknowledgement which was issued by builder on 16.06.2022 mentioned the details of plot (plot no.5, A4, Aspiration, Gurugram).
 - vii. That subsequently complainant has paid further instalments as demanded by builder. The builder is a habitual defaulter and that the respondent had already acquired the proficiency to throw dust in the eyes of the law.
 - viii. That the builder continues demanding instalments through undated supply of bills (only mentioned date of Invoice 01.09.2022). On request and regular follow ups by the complainant for execution of BBA, builder had refused to do so and asked for further payments (the total amount to 60% of the total sale consideration) without which they refused to execute BBA.
 - ix. That the builder had shared builder account statement dated 04.01.2023 for allotted plot no. 5 street no A4 in Aspirations Sector-88B, Gurugram. In Account statement builder adjusted the amount of 3 plots in the other allotted plot i.e., plot no. 5 street no A4 in Aspirations Sector-88B, Gurugram.
 - x. That the builder had issued the formal allotment letter on dated 16.04.2022 after paying approx. 35 % amount for plot no.5 of A4 street. But in allotment letter is also not as per prescribed format and due date of possession also not mentioned. In the allotment letter builder mentioned the lesser amount than what builder had received i.e. more than 30 % amount.
 - xi. As per account statement total value of plot was Rs.94,90,950/- out of that complainant was paid Rs.37,57,285/- which is 39.50% of total sale value of plot.
 - xii. That the complainant raised the objection on illegal demands that was raised by the builder without executing builder buyer agreement. In the

reply of objection builder continued to threaten the buyer about cancellation of booking of the plot.

- xiii. That the complainant received an email dated 30.09.2022 from builder demanding further payments as mentioned in bill of supply dated 01.09.2022. In reply to this email from builder, complainants via email dated 17.10.2022 stated the facts about the total paid amount, requested builder to share RERA registration certificate, reconcile the accounts, issue allotment letter and also execute BBA and only post execution of BBA, they will make further payments.
- xiv. That the complainant was shocked to see the termination letter of respondent which was received on dated 06.02.2023, in which it was mentioned that due to violation of agreement (which was not executed in spite of multiple requests by complainants) till date and non-payment of instalment and mentioned the term of earnest money as mentioned in BBA. On receipt of the same, complainants visited their office and requested for revocation of termination and execution of BBA but builder has again declined the request to execute the BBA and demanded that the 60% of the total consideration amount to be paid for execution of agreement.
- xv. That the respondent issued the termination notice illegally. And same was opposed by the complainant many times but builder didn't entertain complainant request. As per Section 11(5) of RERA Act builder can cancel the allotment as per terms of BBA.
- xvi. That the respondent after deterrent legislation still were involved in looting the public including the complainants. And that the respondent had already acquired the proficiency to throw dust in the eyes of the law and Hon'ble Authority.
- xvii. That the cause of action to file the instant complaint has occurred within the jurisdiction of this Hon'ble Authority as the plot which is the subject

matter of this complaint is situated in Sector 88 B, Gurugram which is within the jurisdiction of this Hon'ble Authority.

- xviii. The respondent has indulged in all kinds of tricks and blatant illegality, misrepresentation and huge mental and physical harassment of the complainants and their family. All the savoured dreams, hopes and expectations of the complainants have been rudely and cruelly been dashed to the ground. After failing to get any response from the respondent to his various posers from time to time, the complainant is eminently justified in seeking possession of plot and execution of BBA agreement.

C. Relief sought by the complainant: -

4. The complainants have sought following relief(s)
- Direct the respondent to quash the termination of Plot and execute the BBA.
 - Direct the respondent to raise the demand after execution of Agreement already received the more than 39% amount.
 - Direct the respondent to quash the sale of allotted plot no. 5 street no A4 in Aspirations Sector-88B, Gurugram. If have
 - To issue the show cause notice for violation of violation of term of RERA registration certificate and Act.
 - To immediately start the enquiry against builder for violation of term of RERA registration certificate and Act.
 - To stop the future sale of project till the receiving of outcome of enquiry or future thereon.
 - To revoke the registration certificate.
 - To form high end committee which will produce the report about violation of term of Act and Registration certificate.
 - To imposed heavy penalty for violation of term of registration certificate and Act.
 - Pass such other and further order(s) as this Hon'ble Regulatory Authority may deem fit and proper in the facts and circumstances of the present case;
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 contested the complaint on the following grounds: -

- i. That the respondent utterly denies and rebuts all the averments made and contentions raised by the complainants in the present complaint as the same are fallacious, unfounded, baseless, vexatious, and contrary to the facts of the present matter as the complainant with malafide intention have conveniently concealed the material facts and made the vital misrepresentations before this Hon'ble Authority. As such, the complaint filed by the complainants is entirely bereft of merits and the complainants are not entitled to the relief sought including equitable relief as the complainants has not approached this Ld. Authority with clean hands with the sole rationale to mislead the Ld. Authority.
- ii. That the present complaint is not maintainable in law. As the present complaints raises several such issues which cannot be decided by this Hon'ble authority.
- iii. That the complainants have not come before this Hon'ble Authority with clean hands and has suppressed vital and material facts from this Hon'ble Authority. The correct facts are set out in the succeeding paras of the present reply. It is vehemently and most humbly stated that to bring out the true and correct facts and circumstances is subject to the contention of the respondent that the Hon'ble Authority has no jurisdiction to deal with the present matter and that the present complaint is not maintainable for reasons stated in the present reply.
- iv. That the complainants after extensive and independent enquiries with regard to the project, only after being fully satisfied on all aspects, that it took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question and booked a unit in the said project "Vatika India Next Aspiration"

- v. That the complainants approached the respondent for allotment of a unit in the project of the respondent by way of an expression of interest for plot. That pursuant to the booking of the said unit, the complainants were issued an allotment letter dated 16.04.2022 confirming the allotment of the said unit no.5, A4, Aspiration, Sector 88B, Gurgaon, admeasuring 131 sq. yards in favor of the complainants. The complainants consciously and wilfully accepted the terms and conditions of the allotment and for remittance of sale consideration for the unit in question and further represented to the respondent that he shall remit every instalment on time as per the payment schedule. The respondent had no reason to suspect the bonafide of the complainants and proceeded to allot the unit in question in her favor.
- vi. Further, the complainants were called upon to remit the due payment towards the unit of Rs.66,43,665/- again and again. A bill of supply dated 01.09.2022 was issued to the complainants. The respondent sent a final e-mail dated 30.09.2022 asking the complainants to make the outstanding payment. However, the complainants miserably failed to pay the balance amount towards the unit. The respondent has legally and well within its right, terminated the allotment of the complainant as the complainant had failed to pay the demand raised on time despite reminders.
- vii. That the respondent was in such circumstance constrained to issue notice for termination dated 06.02.2023 to the complainant due to the default of payment of the complainant. That only the amount of Rs.37,57,285/- had paid by the complainants to the respondent.
- viii. That apparently the complaint filed by the complainants are in abuse and misuse of process of law and the reliefs claimed as sought are liable to be dismissed. No relief much less any interim relief, as sought for, is liable to be granted to the complainants.
- ix. That without prejudice to the contents of this reply, that the project of the respondent was faced with certain force majeure conditions affecting the

construction of the project. That unless and until, the high-tension line issue was not finalized, the company was not even able to plan the colony and also no sector/ internal roads, nor any facility or to be decided to be laid in area, which hampered the planning and development of residential colony.

- x. At the time of approval of initial layout for the licensed land there is an existence of overhead defanged high tension Line ("HT Line"), which is also passing through a portion of land under the licensed area of company and the same has to be removed/ re-routed through underground culvert and for the removal and re-routing of same also several communication and meeting had been done with HVPNL, electricity department and company has also even deposited the huge fees and spent money for re-routing the same. The company was in continuous communication with the HVPNL for re-routing/ shifting of defanged HT Line.
- xi. That the doctrine of supervening impossibility applies. The doctrine of supervening impossibility or the doctrine of frustration becomes applicable when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the parties involved. When such a contract becomes entirely impossible without the fault of the parties, the contract gets dissolved by this doctrine. This doctrine is based on the maxim '*Lex non cogitadimpossibilia*'. The maxim essentially means that "law does not compel the impossible". The following are the requisites for the application of this doctrine:
- When an event or incident occurs that the parties were unable to contemplate when the contract was formed.
 - None of the parties are at fault for the occurrence of the event.
 - The contract if performed would turn out different from what the parties agreed to initially.
- xii. That the complainants have intentionally distorted the real and true facts in order to generate an impression that the respondent has reneged from its

commitments. No cause of action has arisen or subsists in favor of the complainants to institute or prosecute the instant complaint. The complainants have preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent. Therefore, there is no default or lapse on the part of the respondent and there is no equity in favor of the complainants. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent.

xiii. That in light of the bona fide conduct of the respondent, non-existence of cause of action, and the frivolous complaint filed by the complainants, this complaint is bound to be dismissed with costs in favor of the respondent.

7. 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 based on these undisputed documents and submission made by the parties.

E. Written submissions made by the complainants:

8. The complainants have filed the written submissions on 24.03.2025 and no additional facts apart from the complaint and submissions made during the proceedings have been stated in the written submissions.

F. Jurisdiction of the authority

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

F.1 Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by 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 complete territorial jurisdiction to deal with the present complaint.

F. II Subject matter jurisdiction

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per flat buyer's agreement. 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) 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.

12. 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.

G. Findings on the relief sought by the complainants.

G.1 Direct the respondent to quash the termination of plot and execute the BBA.

G.II Direct the respondent to raise the demand after execution of Agreement already received the more than 39% amount.

G.III Direct the respondent to quash the sale of allotted plot no. 5 street no A4 in Aspirations Sector-88B, Gurugram.

13. The above-mentioned relief 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.

14. In the present complaint, the complainants were allotted a plot bearing no.5, A4, Aspiration, having admeasuring 131 sq. yds. vide allotment letter dated 16.04.2022, under construction linked payment plan, for the sale consideration of Rs.94,90,950/- out of which the complainants-allottees

have paid a total amount of Rs.37,57,285/- which is 39.50% of the sale consideration. Thereafter, the respondent-promoter has raised/issued four demands to the complainants on same day i.e., 01.09.2022 for milestone (i) on 01.09.2022 "within 60 days of booking", (ii) on 01.09.2022 "on completion earthwork of plot", (iii) on 01.09.2022 "on allotment of plot", (iv) on 01.09.2022 "on demarcation of plot", in which respondent-promoter is demanding an amount of Rs.40,15,665/- to be payable till 10.09.2022. Thereafter, on 13.01.2023 the respondent-promoter has issued a notice for termination for unit no.5, A4, referring to the demand letter dated 01.09.2022.

15. Now, the complainants intend to continue with the project and is seeking quashing of notice for termination dated 13.01.2023, execution of buyer's agreement and restricting the respondent-promoter for raising illegal demands under section 13(1) of the Act. Section 13(1) proviso reads as under.

"Section 13: - No deposit or advance to be taken by promoter without first entering into agreement for sale: -

13(1). A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force,

13(2). The agreement for sale referred to in subsection (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed."

16. Now, the question arises before the Authority whether the notice for termination letter dated 13.01.2023 issued by the respondent is valid or not, in the eyes of law?

17. Firstly, the Authority would like to clarify that as per Section 13 of the Act, the promoter shall not accept more than 10% of sale consideration without entering into buyer's agreement. However, in the present case, the respondent without entering into buyer's agreement with complainants-allottees has raised demand total amounting to 70% of sale consideration against which the respondent has received 39.50% of sale consideration from the complainants-allottees. Thereafter, on 13.01.2023 the respondent has issued notice for termination of the allotted unit on account of non-payment of outstandings dues.
18. It has been observed by the Authority that the complainants were allotted a unit vide allotment letter dated 16.04.2022, i.e., after enactment of the Act, 2016 and Rules, 2017. And no buyer's agreement has been executed till date. However, in absence of buyer's agreement the respondent-promoter is under obligation to follow the procedure as laid down in model agreement for sale (annexure-A) of Rules, 2017. As per clause 9.3 of model agreement for sale as prescribed in the Rules, 2017, as per that clause in case of default by allottee in making timely payment, the respondent-promoter may cancel the allotment after issuance of two consecutive demands and if still continues for a period beyond 90 days after notice, shall intimate the allottee about such termination at least 30 days prior to such termination. The relevant clause 9.3 of Model Agreement for Sale is reproduced hereunder: -

9.3 The allottee shall be considered under a condition of default on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;*
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage along with parking (if applicable) in favour of the Allottee and refund the*

money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, **the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.**

19. On consideration of documents and submissions made by both the parties, the Authority is of the view that the respondent has raised various demand letters to the complainants on same day i.e., 01.09.2022 for milestone's (i) on 01.09.2022 "within 60 days of booking", (ii) on 01.09.2022 "on completion earthwork of plot", (iii) on 01.09.2022 "on allotment of plot", (iv) on 01.09.2022 "on demarcation of plot", in which respondent-promoter is demanding an amount of Rs.40,15,665/- to be payable till 10.09.2022. Thereafter, on 13.01.2023 the respondent-promoter has issued a notice for termination for unit no.5, A4, due to non-payment of outstanding dues. The agreed payment plan as per allotment letter is reproduced below for ready reference: -

Annexure-A: - Payment Plan
Construction linked payment plan

Sr. No.	Instalment	Percentage of total consideration	Amount (in Rs.)
1	On booking	10%	9,49,095/-
2	Within 60 days of booking	10%	9,49,095/-
3	On earthwork of plot	10%	9,49,095/-
4	On receipt of allotment	20%	18,98,190/-
5	On demarcation of plots	20%	18,98,190/-
6	On removal of High-tension wire	10%	9,49,095/-
7	Bitumen work on roads	10%	9,49,095/-
8	On offer of possession	10%	9,49,095/-
		100%	94,90,950/-

20. Furthermore, in the reply, the counsel for the respondent has asserted that the unit of complainants-allottees stands cancelled/terminated. However, the respondent has not submitted any document pertaining to which the demand raised by the respondent with regard to the milestone's has been

achieved/ completed by it at the time of issuing such demand letter to the complainants/ allottees as well as during the pendency of the instant complaint and also has not submitted any document with regard to such cancellation/termination of allotment of the unit allotted to the complainants/ allottees before the Authority.

21. In view of the reasons quoted above and documents available on record, the Authority is of the view that the notice for termination letter dated 13.01.2023 is not valid in the eyes of law, as the demands raised by the respondent are in violation of Section 13 of the Act and the respondent has not followed the procedure as prescribed in Model Agreement for Sale (Annexure-A) of Rules, 2017 and hence, the notice for termination letter dated 13.01.2023 is hereby set aside and the respondent is directed to restore the allotted unit of the complainants-allottees within 30 days from the date of this order.

- G.IV To issue the show cause notice for violation of term of RERA registration certificate and Act.**
G.V To immediately start the enquiry against builder for violation of term of RERA registration certificate and Act.
G.VI To stop the future sale of project till the receiving of outcome of enquiry or future thereon.
G.VII To revoke the registration certificate.
G.VIII To form high end committee which will produce the report about violation of term of Act and Registration certificate.
G.IX To imposed heavy penalty for violation of term of registration certificate and Act.

22. 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.

23. On consideration of the documents available on record, the Authority observes that the promoter has already received an amount of Rs.37,57,285/- against sale consideration of Rs.94,90,950/- which is

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39.50% of sale consideration without entering into agreement for sell, which is a clear violation of section 13(1) of the Act, 2016.

24. Moreover, the Authority in complaint no. CR/968/2023 has already directed the planning branch to initiate the penal proceedings against the promoter under Section 61 in terms of violation of Section 13 of the Act.

H. Directions of the authority

25. 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):

- i. The notice for termination letter dated 13.01.2023 is not valid and is hereby set aside, and the respondent-promoter is hereby directed to restore the allotted unit of the complainants-allottees or if the same is not available then allot an alternate unit of the same size, at same price and of similar location as originally booked by the complainants within a period of 60 days from the date of this order.
- ii. The respondent-promoter is directed to execute the agreement to sale with the complainants-allottees with the same price as agreed in allotment letter within next 30 days.
- iii. 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.

26. Complaint stands disposed of.

27. File be consigned to registry.

Dated: 27.02.2025


(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram