

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

Complaint no.: 5049 of 2023
Complaint filed on: 10.11.2023
Order reserved on: 20.02.2025

Nikita Goel

R/O: T-134a, Aam Bagh Farmhouse, Mehrauli Near
Shamshi Talab, Andheri a Morh, Mehrauli, New Delhi

Complainant

Versus

M/s Aster Infrahome Private Limited.

Regd. office: 24A, Ground Floor, Vipul Agora,
Gurugram- 122001

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Sh. Gaurav Rawat (Advocate)

Complainant

Sh. ShankarWig (Advocate)

Respondent

ORDER

1. The present complaint dated 15.03.2023 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

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A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	"Green Court", Sector-90, Gurugram, Haryana.
2.	Project type	Affordable group housing
3.	Area of project	10.0125 acres
4.	RERA registered	Registered 137 of 2017 dated 28.08.2018
5.	Date of allotment letter	20.08.2015 [as per page 29 of complaint]
6.	Date of execution of BBA	Not executed
7.	Unit no.	B-1308, 13 th Floor [as per page 29 of complaint]
8.	Area admeasuring	526 sq.ft [as per page 29 of complaint]
9.	Possession clause as per BBA	N/A
10.	Due date of possession	22.01.2020 (as alleged by the complainant at page 24 of complaint)
11.	Sale consideration	Rs. 22,00,400/- [as per page 24 of complaint]
12.	Amount paid by the complainants	Rs. 8,07,750/-

		[as per receipts at 31-32 page of complaint]
13.	Termination Letter	18.10.2018 [as per page 38 of complaint]
14.	Occupation certificate	17.11.2022 [as per page 116 of reply]
15.	Offer of possession	Not Offered
16.	Third-party rights created	In year 2019

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. 2015, the respondent company issued an advertisement announcing an affordable group housing project "Green Court" at Sector - 90, Village Hayatpur, Gurugram was launched by respondent, under the license no. 61, 62 of 2014 dated 07.07.2014, issued by DTCP, Haryana, Chandigarh, situated at Sector - 84, Village Hayatpur, Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondent confirmed that the projects had got building plan approval from the authority.
- II. Relying on various representations and assurances given by the Respondent company and on belief of such assurances, complainant booked a unit in the project by paying an booking amount towards the booking of the said unit bearing no. 1308, tower-B, 13th Floor, in Sector 90, having carpet area measuring 526 sq. ft. to the respondent dated 12.08.2015 and the same was acknowledged by the respondent.





- III. The respondent sent an allotment letter dated 20.08.2015 to the complainant confirming the booking of the unit dated 12.08.2015, allotting a unit no. 1308, tower-B, 13th Floor carpet area measuring 526 in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs. 22,00,400/- which includes basic price Plus EDC and IDC, Car parking charges, PLC, IFMS and other Specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.
- IV. The respondent sent demand letter to the complainant, on which complainant raised objection that without getting the buyers agreement executed no further demand can be raised but till date respondent failed to get the buyer agreement executed.
- V. As per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs. 8,07,750.00, towards the said unit against total sale consideration of Rs. 22,00,400/-.
- VI. It is pertinent to mention here that allotment of the unit was made on 20.08.2015, thereafter, on 28.08.2017 respondent got the project registered after coming into force of the RERA Act, 2016 and as per the Act, after coming into force of the Act the respondent is under obligation to get the buyers agreement executed as per the sample agreement provided under the Act, and HARERA Rules, 2017, made thereafter, but in the present case respondent failed to comply with the same. As till date no agreement has been executed with the complainant. Hence, the respondent violated the same.
- VII. The payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The

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complainant approached the Respondent and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- VIII. The complainant contacted the respondent on several occasions and were regularly in touch with the respondent with regard to execution of the builder buyer agreement. The respondent was never able to give any satisfactory response to the complainant regarding the status of the agreement, construction and were never definite about the delivery of the possession.
- IX. As per HARERA registration respondent was duty bound to complete the construction on or before 22.01.2020 therefore, due date of possession comes out to be 22.01.2020 but till date has failed to complete the construction of the said project.
- X. It is abundantly clear that the respondent has played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafidely failed to execute the BBA with the complainant. Hence, the complainant being aggrieved by the offending misconduct,

fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.

- XI. The complainant has suffered a loss and damage in as much as they had deposited the money in the hope of getting the said Unit for commercial purposes. They have not only been deprived of the timely possession of the said Unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the relief/compensation in such cases would necessarily have to be higher.
- XII. In the present case respondent has collected approx. Rs. 8,07,750 till date without executing the builder buyer agreement.
- XIII. The complainant requested to the respondent that respondent has failed to get the agreement executed and it has been several years but you have failed to get the agreement executed. Further, challenging the demand letters sent by the respondent. Furthermore, complainant repeatedly request the respondent to provide justification and to withdraw the demand letters and issue fresh demand letter after execution of the agreement and without illegal demands and interest charged @ 15% but respondent failed to do so till date.
- XIV. The complainant after receiving the aforesaid demand on account of raised/ challenged the aforesaid demand letter on account of non-adjustment of the amount, non-execution of the agreement and raising the concern/objection that on ground reality status of construction of is not the same as the demand of money raised. Furthermore, requested for the inspection of the unit as per the agreement. That thereafter complainant sent several reminders

through telephone to the respondent's company but they were never able to give any satisfactory response regarding the aforesaid issues raised by the complainant.

- XV. That the respondent instead of complying as per the provisions of the Act, and getting the agreement executed, obtaining the OC, sent cancellation letter dated 18.10.2018 to the complainant forfeiting an amount without providing any justification to same and against the spirit of the RERA Act, 2016.
- XVI. The complainant is the one who has invested their life savings in the said project and are dreaming of a commercial shop for themselves and the respondent have not only cheated and betrayed them but also used their hard-earned money for their enjoyment.
- XVII. It is submitted that such clauses of booking application form/allotment letter/BBA are totally unjust, arbitrary and amounts to unfair trade practice as held by the Hon'ble NCDRC in the case titled as *Shri Satish Kumar Pandey & Anr. v/s M.s Unitech Ltd. (14.07.2015)* as also in the judgment of Hon'ble Supreme Court in *Neelkamal Realtors Suburban Pvt Ltd Vs. UOI and ors. (W.P 2737 of 2017)*.
- XVIII. The complainant after losing all the hope from the respondent company, having their dreams shattered of owning a shop & having basic necessary facilities in the vicinity of the Green Court Project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.
- XIX. LIMITATION: It is stated that the present complaint is within the prescribed period of limitation.

XX. That the complainant has not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law. Hence the present complaint

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- i. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BA.
- ii. Direct the respondent to pay delay possession charges at prescribed rate of interest from due date of possession till actual handover of the possession.
- iii. To restrain the respondent from raising fresh demand for payment under any head.
- iv. To quash the illegal demand of respondent raised without entering into the agreement.
- v. Direct the respondent not to charge penal interest @15% per annum.
- vi. To restrain the respondent from raising the illegal demand on account of advanced monthly maintenance.
- vii. Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
- viii. To appoint the local commissioner for inspection of the said unit and project and thereafter, give the final report in relation to deficiencies in the project and illegally increased area.
- ix. Direct the respondent to set a side cancellation letter dated 18.10.2018.

- x. To initiate the penal proceedings against the respondents for contraventions of the provisions of the RERA Act and Rules.
- xi. Direct the respondent to provide the exact lay out plan of the said unit and justification for increased in the area.

D. Reply by respondent:

5. The respondent by way of written reply made following submissions:

- I. That the complaint filed by the complainant is a misuse of process of law and is misconceived. The complainant has suppressed true and material facts from this Hon'ble Authority and has not placed exact version and material facts before this Authority.
- II. That the complainant has not approached this Authority with clean hands. He is not ready to understand the ongoing situation of pandemic as well as economic slowdown which resulted in delay in completion of project. The matter in dispute does not fall within the purview of Consumer Protection Act. The complainant had booked the flats for speculative purposes and to gain premium over the same, hence the present complaint is not maintainable before this Hon'ble Authority and is liable to be dismissed.
- III. The respondent company is well repudiated company in the real estate market and never had such intentions to cause delay in delivery of its any of the project. Due to reasons beyond the controls of respondent, the delay occurred and still in hard stuck situation after COVID- 19, is standing in all respect to complete the project soon as possible. Allegations made in this para of the complaint are totally false, fabricated, bogus, misrepresented, and indefinite and have no evidentiary value in the eye of law. There is no negligence or any

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unfair trade practice in order to dupe the hard-earned money of the complainant on the part of respondent company.

IV. That due to reasons beyond the controls of respondent company, the delay occurred and still in hard stuck situation after COVID- 19, is standing in all respect to complete the project soon as possible. There is no negligence or any unfair trade practice in order to dupe the hard-earned money of the complainant on the part of respondent company. Due to reasons beyond the controls of respondent company, the delay occurred and still in hard stuck situation after COVID- 19, is standing in all respect to complete the project soon as possible. There is no negligence or any unfair trade practice in order to dupe the hard-earned money of the complainant on the part of respondent company.

V. That the complainant was informed about the terms and conditions of buyer's agreement at the time of booking of the said unit and that said agreement was signed by the complainant after understanding each and every clause, no harassment caused to complainant.

6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Written submission filed by the parties.

7. The complainant and respondent have filed the written submissions on 29.01.2025 and 5.12.2024 respectively which are taken on record. The additional facts apart from the complaint or reply have been stated by the parties in written submissions are mentioned below.

E.I Written submission on behalf of the complainant:



8. The complainant has filed the written submission on 24.06.2024, and made the following submissions: -

- a) As per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs. 8,07,750.00, towards the said unit against total sale consideration of Rs.22,00,400/-.
- b) Allotment of the unit was made on 20.08.2015, thereafter, on 28.08.2017 respondent got the project registered after coming into force of the RERA Act, 2016 and as per the Act, after coming into force of the Act the respondent is under obligation to get the buyers agreement executed as per the sample agreement provided under the Act, and HARERA Rules, 2017, made thereafter, but in the present case respondent failed to comply with the same. As till date no agreement has been executed with the complainant. Hence, the respondent violated the same.
- c) The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they get the agreement executed and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given.
- d) In the present case respondent has collected approx. Rs. 8,07,750 till date without executing the builder buyer agreement. The complainant requested to the respondent that respondent has failed to get the agreement executed and it has been several years but you have failed to get the agreement executed. Further, challenging the demand letters sent by the respondent. Furthermore, complainant repeatedly request the respondent to provide justification and to withdraw the demand letters and issue fresh demand letter after

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execution of the agreement and without illegal demands and interest charged @ 15% but respondent failed to do so till date.

- e) The complainant after receiving the aforesaid demand on account of raised/ challenged the aforesaid demand letter on account of non-adjustment of the amount, non-execution of the agreement and raising the concern/objection that on ground reality status of construction of is not the same as the demand of money raised. Furthermore, requested for the inspection of the unit as per the agreement. That thereafter Complainant sent several reminders through telephone to the respondent's company but they were never able to give any satisfactory response regarding the aforesaid issues raised by the complainant.
- f) The cancellation letter mentioned in complaint dated 18.10.2018 was not in the name of the complainant, in fact was addressed to some other allottee, therefore the complainant has never received any cancellation on her name.
- g) That the respondent instead of complying as per the provisions of the Act, and getting the agreement executed, obtaining the OC, sent cancellation letter dated 18.10.2018 to the complainant forfeiting the entire amount without providing any justification to same and against the spirit of the RERA Act, 2016.
- h) The reply to the complaint was filed by the respondent on 27.03.2024 in which they had attached a copy of cheque on page 32 claiming that the refund cheque of Rs. 7,78,250/- has already been handed over to the complainant, which is again denied, as no such refund/cheque was ever handed over to the complainant.
- i) The respondents along with reply have placed on record a cancellation letter dated 11.05.2019 to which the complainant

denies, the said letter was never sent to complainant, there is no tracking or any evidence stating the delivery of the said letter.

- j) The respondents have clearly shown their ill intention by placing on record the false copy of cheque dated 15.04.2019 whereas the cancellation letter placed on record with the reply by the respondent clearly states the cancelation date as 11.05.2019. therefore, it is crystal clear that the documents placed on record by the respondent with its reply are fraudulent and forged.
- k) The complainant after losing all the hope from the Respondent Company, having their dreams shattered of owning a shop & having basic necessary facilities in the vicinity of the Green Court Project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.

E.II Written submission on behalf of the respondent:

9. The respondent has filed the written submission on 21.05.2024, and made the following submissions: -
- a) The complainant has filed the present complaint with respect to the Unit bearing no. 1308, Tower-B, 13th Floor in the Project name "Green Court", Sector- 90, Village-Hayatpur, Gurugram of the respondent company.
- b) The present complaint was filed by the complainant on 14/11/2023 and the same has been filed with the malafide intention and to abuse the process of law.
- c) The complaint is not maintainable at the very outset as the same is barred by limitation act. That the unit no. B-1308 in the project "Green Court" which was introduced by the Respondent under the category of Affordable Housing Policy, already stands cancelled vide Cancellation letter dated 11.05.2019.



- d) The said unit was cancelled for the default on the part of the complainant for non-payment of the said unit. It is pertinent to mention here that the Complainant failed to make payment of more than 75% of the total sale consideration. That despite frequent reminders the payment was never made and the unit was cancelled as per law. That the amount paid by the complainant was only 33% and the last payment made by the complainant was in the year 2015.
- e) The complainant has invested in the said unit for commercial purposes, which is clearly mentioned in the complaint of the complainant.
- f) The present complaint is liable to be dismissed on the ground that it is barred by limitation as the unit allotted to the complainant already stands cancelled vide cancellation letter dated 11/05/2019. However, the present complaint was filed on 14/11/2023, almost after a delay of 4 years. That the cause of action is already stale and the complainant has been sleeping on his rights, therefore the respondent cannot be vexed for the same.
- g) It is equally important to mention that in the following sequence the reminder letters and cancellation letter were sent: reminder letter 5767 dated 01.10.2016, final reminder 16546 dated 22.11.2018 Newspaper advertisement in "Aaj Samaj" 28.02.2019 and cancellation letter 18876 dated 11.05.2019.
- h) Even after sending the Reminder letters there was no communication made or payment was made by the complainant. That as the unit was allotted to the complainant was under the affordable housing scheme, so the respondent cancelled the Flat no. B-1308 in Green Court, Sector-90, Gurugram, Haryana vide dated 11.05.2019.

- i) After cancelling the said unit, the third-party rights were created on the said unit as the cancellation was done in the year 2019. Moreover, the cheque of the payments made by the Complainant was also handed over to the complainant after deducting the amount as per law (Affordable Housing Policy). The same was acknowledged by the complainant but was never encashed for the reasons best known to the complainant

F. Jurisdiction of the authority:

10. The authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F. I Territorial jurisdiction

11. 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

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

Section 11(4)(a)

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

or the common areas to the association of allottees or the competent authority, as the case may be;

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.

13. 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 complainant:

- G.I Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BA.**
- G.II Direct the respondent to pay delay possession charges at prescribed rate of interest from due date of possession till actual handover of the possession.**
- G.III Direct the respondent to set a side cancellation letter dated 18.10.2018.**

14. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
15. The complainant booked a unit in the affordable group housing colony project of the respondent known as "Green Court" situated at sector 90, District- Gurgaon, Haryana and was allotted a unit bearing no. B-1308 on 13th floor in tower- B of the project vide allotment letter, dated 20.08.2015. The flat buyer agreement was not executed between the complainant and the respondent. The complainant had paid an amount of Rs.8,07,750/-.
16. The respondent vide reminder/demand letters dated 01.10.2016, final reminder letter dated 22.11.2018 intimated the complainant for payment

of the outstanding dues but he failed to adhere the same. It is observed that the complainant failed to pay the remaining amount as per the demand raised by the respondent, which led to issuance of notice for cancellation by the respondent/builder in the "Aaj Samaj" newspaper dated 28.02.2019.

17. It is observed that the complainant failed to pay the remaining amount as the demand raised by the respondent, which led to issuance of notice for cancellation by the respondent/builder dated 18.10.2018. In line with the aforesaid facts, the documents and submissions placed on record, the main question which arises before the authority for the purpose of adjudication is that "whether the said cancellation is a valid in the eyes of law?"
18. Clause 5(iii) (i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below:-

"If any successful applicant fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due instalments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs. 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".

19. The respondent company has issued various demand cum reminder letters to the complainant for remitting the outstanding dues. The respondent company has obtained the occupation certificate on 17.11.2022, But on failure of the complainant to remit outstanding dues

cancellation of unit after publishing a list of defaulters in the daily AAJ Samaj newspaper on 28.02.2019. The authority is of the considered view that the respondent /builder has followed the prescribed procedure as per clause 5(iii)(i) of the Policy, 2013 and in view of the same, the cancellation letter dated 18.10.2018 is held to be valid.

20. It is observed from the documents on record that the complainant received the refund cheque of Rs. 7,78,250/- as issued by the respondent upon cancellation of unit and duly acknowledged by the complainant by affixing their signature. It is pertinent to note that the complainant never encashed the said cheque nor returned the same to the promoter. The amount which was refunded by the promoter remained stuck and could not be gainfully utilized by the respondent. Since, it is obligation on part of business entity to retain the amount in account for the issued cheque failing which it will fall under the section 138 (c) of the Negotiable Instruments Act, 1881. Hence, the respondent herein, cannot be held liable for any non-payment and neither the responsible is liable to pay any interest on the refundable amount. Moreover, the cancellation of the allotment was carried out in accordance with the Affordable Housing Policy. Therefore, the complainant is entitled for refund of the amount after statutory deductions as per affordable housing policy but no claim for interest shall be liable upon the respondent in view of above. to any interest, and no fault can be attributed to the respondent in this regard.
21. As per clause 5(iii)(i) of the Affordable Housing Policy of 2013, in case of cancellation the respondent can deduct the amount of Rs. 25,000/- only and the balance amount shall be refunded back to the complainant. The complainant has made payment of Rs.8,07,750/- and after cancellation, the respondent has refunded Rs.7,78,250/- on 15.04.2019. The respondent company has not returned the balance amount to the



complainant in terms with the Affordable Group Housing Policy, 2013 as the respondent has deducted Rs. 29,500/- instead of Rs. 25,000/-. In view of aforesaid circumstances, the complainant is entitled for refund of the amount paid by the complainant after deduction of Rs. 25,000/- as per clause 5(iii)(i) of the Policy, 2013.

- G.III To restrain the respondent from raising fresh demand for payment under any head.**
- G.IV To quash the illegal demand of respondent raised without entering into the agreement.**
- G.V. Direct the respondent not to charge penal interest @ 15% per annum.**
- G.VI. To restrain the respondent from raising the illegal demand on account of advanced monthly maintenance**
- G.VII Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.**
- G.VIII To appoint the local commissioner for inspection of the said unit and project and thereafter, give the final report in relation to deficiencies in the project and illegally increased area.**
- G.X To initiate the penal proceedings against the respondents for contraventions of the provisions of the RERA Act and Rules.**
- G.XI Direct the respondent to provide the exact lay out plan of the said unit and justification for increased in the area.**

22. The above-mentioned relief sought by the complainant 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. The complainant has sought relief towards delayed possession of the allotted unit. However, it is observed from the records that the allotment of the unit has been cancelled by the respondent in accordance with the provisions of the applicable Affordable Housing Policy, on account of non-payment of dues by the complainant within the stipulated timeline. In view of the said cancellation, the claim for delayed possession charges does not survive. Furthermore, since refund is being granted to the complainant in terms of the said policy, the remaining reliefs sought under



prayer clauses G.III to G.XI relating to fresh demands, penal interest, maintenance charges, execution of indemnity, inspection, area discrepancies, and penal proceedings have become redundant and infructuous.

H. Directions of the Authority:


24. 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 promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. The respondent is hereby directed to refund the paid-up amount of Rs. 8,07,750/- after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013.
- ii. The complainant is directed to return and hand over the original cheque of Rs. 7,78,250/- dated 15.04.2019, issued by the respondent and the respondent shall issue a revalidated cheque of the refundable amount after deductions as prescribed in para 21 of this order.
- iii. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.

25. Complaint stands disposed of.

26. File be consigned to the registry.

Dated: 20.02.2025


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