

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

Complaint no.:	398 of 2023
Date of filing:	21.02.2023
Date of decision:	27.02.2025

1. Mrs Richa Sabharwal
2. Mr. Gaurav Sabharwal

Both R/o: - C-1102, Pioneer Preside, Sector-62,
Gurugram-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)

Shri Venket Rao (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees 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 complainants(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

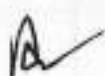
S. N.	Particulars	Details
1.	Name and location of the project	"Aspiration" by Vatika India Next at Sector-88B, Gurugram.
2.	Project area	19.70 Acres
3.	Nature of Project	Affordable residential plotted colony under DDJAY
4.	DTCP license no. and validity status	1. 13 of 2022 dated 24.02.2022 Valid upto 23.02.2027 2. 152 of 2022 dated 29.09.2022 Valid upto 28.09.2027
5.	Name of Licensee	M/s Vatika Ltd., Aplin Developers Pvt. Ltd., Haldis Developers Pvt. Ltd. & 3 Others.
6.	Rera registered/ not registered and validity status	Registered (for Affordable residential plotted colony under DDJAY) Vide registration no. 130 of 2022 dated 23.12.2022 Valid upto 30.06.2024
7.	Unit No.	Plot no. 7, A4, Aspiration (page 50 of complaint and as mentioned in SOA dated 04.01.2023 at page 65 of complaint)
8.	Unit area admeasuring	131 sq. yds. (page 50 of complaint and as mentioned in SOA dated 04.01.2023 at page 65 of complaint)
9.	Expression of Interest	25.03.2022 (page 17 of reply)
10.	Acknowledgement of Expression of Interest	16.06.2022 (page 50 of complaint)
11.	Allotment letter	Not issued/provided
12.	Date of buyer agreement	Not executed
13.	Possession clause	Not available
14.	Due date of possession	16.06.2025

		<p><i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018</i> Hon'ble Apex Court observed that <i>"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 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 acknowledgment of expression of interest dated 16.06.2022 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 16.06.2025.</p>
15.	Total Sale Consideration	Rs.94,90,950/- (as per acknowledgement of expression of interest dated 16.06.2022 at page 50 of complaint and as mentioned in SOA dated 04.01.2023 at page 65 of complaint)
16.	Amount paid by complainant	Rs.28,47,285/- [30%] (as per SOA dt 04.01.2023 at page 65 of complaint)
17.	Completion certificate	(To be ascertained)
18.	Offer of possession	(To be ascertained)
19.	Demand letter/Bills of supply	30.09.2022 (page 60 to 62 of complaint)
20.	Notice for Termination	17.01.2023 (page 72 of complaint)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint: -

- That the complainants are a citizen of Haryana, In the hope of independent house for family of complainants was allured by an advertisement of the respondent and believing on the plain words of respondent in utter good



faith the complainants 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/expression of interest along with booking amount. That the complainants were 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/- by cheque dated 15.07.2021 drawn on ICICI 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 complainants had booked two plots (plot no.20 of A7 street and plot no.7 of B2 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 them 2 plots. Finally, builder adjusted the booking amount of all plots and allotted new plot no.7 of A4 street only with plot size of 131 sq. yds. in DDJAY Plotted colony "Aspirations" Sector-88B, Gurugram. In the acknowledgment, which was issued by builder on 16.06.2022 mentioned the details of plot (plot no.7, A4, Aspiration Gurugram).
- vi. That subsequently complainants have 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.
- vii. That the builder continues demanding instalments through undated supply of bills (only mentioned date of invoice 30.09.2022). When the complainants asked for execution of BBA and allotment letter. The respondent-builder had refused and told that without paying 60% of amount they will not execute the BBA.
- viii. That the builder had shared builder account statement for allotted plot no.7 street no A4 in Aspirations Sector-88B, Gurugram. In account statement builder adjusted the amount of two plot in the allotted plot.
- ix. As per account statement total value of plot was Rs.94,90,950/- out of that complainant had paid Rs.28,47,285/- which is 30% of total sale value of plot.
- x. That the complainants 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.

- xi. That the complainants wrote an email dated 17.10.2022 to builder and stated 30% of payment and asked about the formal allotment letter and BBA with HARERA Registration no. in reply complainants received automated response on 19.10.2022 but content of response was not available in email again complainant emailed on 21.10.2022 and told them no response have found after that complainant again forwarded the email dated 17.10.2020 and told about all events of payments and about formal allotment letter and BBA and give him clear indication, they will never pay without execution of BBA.
- xii. That the complainants were shocked to see the termination letter of respondent which was received on dated 17.01.2023, 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% for execution of buyer's agreement.
- xiii. That the respondent issued the termination notice dated 17.01.2023 is illogically and same was opposed by the complainants through email dated 13.02.2023. but builder didn't entertain complainant's request. As per Section 11(5) of RERA Act builder can cancel the allotment as per terms of BBA.
- xiv. 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.

- xv. 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.
- xvi. 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 complainants is eminently justified in seeking possession of plot and execution of BBA agreement.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s)

- a. Direct the respondent to quash the termination of Plot and execute the BBA.
- b. Direct the respondent to raise the demand after execution of Agreement already received the more than 30% amount.
- c. Direct the respondent to quash the sale of allotted plot no. 7 street no A4 in Aspirations Sector-88B, Gurugram. If have
- d. To issue the show cause notice for violation of term of RERA registration certificate and Act.
- e. To immediately start the enquiry against builder for violation of term of RERA registration certificate and Act.
- f. To stop the future sale of project till the receiving of outcome of enquiry or future thereon.
- g. To revoke the registration certificate.
- h. To form high end committee which will produce the report about violation of term of Act and Registration certificate.
- i. To imposed heavy penalty for violation of term of registration certificate and Act.
- j. 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 present complaint under reply is a bundle of lies, proceeded on absurd grounds and is filed without any cause of action hence is liable to be dismissed.
 - ii. That the complainants had filed the present complaint with oblique motive of harassing the respondent and to extort illegitimate money while making absolute false and baseless allegations against the respondent.
 - iii. That the complainants herein have failed to provide the correct/complete facts and the same are reproduced hereunder for proper adjudication of the present matter.
 - iv. That the complainants had not approached the Ld. Authority with clean hands and has suppressed the relevant material facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost.
 - v. It is to bring to the knowledge of the Ld. Authority that the Ld. Authority had initiated Suo-Moto proceedings bearing no.572 of 2023 titled as '*Harera Gurugram Through Prachi Singh Vs Vatika Limited*', in the Project '*Aspiration*'. In the said Suo-Moto proceedings, the Ld. Authority vide order dated 09.10.2023 has imposed penalty for contravention of Section 3, 4 and 7 of the Real Estate (Regulation and Development) Act, 2016, which was duly complied by the respondent.
 - vi. That the Ld. Authority has already adjudicated all the issues pertaining to the Project '*Aspiration*'. Therefore, the respondent herein can only refund the amount paid by the complainants as the booking of the complainant was before such proceedings and was invalid.



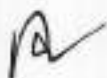
- vii. That in July, 2021, the complainants learned about the residential plotted colony under DDJAY, to be launched by the respondent, titled as "Aspiration", situated at Sector 88B, Gurugram-122505, and visited the office of the respondent to know the details of the said project. The complainants have further inquired about the specifications and veracity of the project and were satisfied with every proposal deemed necessary for the development.
- viii. That the complainants, being satisfied with the specifications of the project, were enthusiastic and eager to book the plot. The respondent clarified that the project is in its launching phase and respondent will accept any payments after obtaining the license as per the DDJAY scheme. The respondent also stated that the layout is subject to change as per the requirements of the competent authority/ developer.
- ix. Further, the respondent offered the complainants with alternative residential projects, wherein the respondent was offering similar kinds of amenities and facilities. Despite that the complainants still insisted on booking a plot at this project and gave a cheque amounting to Rs.5,00,000/- dated 15.07.2021, for further registration.
- x. That on 25.03.2022, the complainants expressed their interest for project, and applied for the residential plot in the project vide expression of interest, for total sales consideration of Rs.91,08,000/-. The complainants on their own accord paid Rs.27,32,400/- (including the amount of Rs.5,00,000/-), towards further registration of the plot.
- xi. That the complainants had issued some additional cheques in the year 2021, in favour of respondent, without paying any heed to the fact that the respondent had not made any offer for the plots in the project.



- xii. That as per clause (b) and (d) of the EOI, the complainants agreed to pay further amount as and when demanded by the respondent, in accordance with the payment plan. The EOI clearly stated that the timely payment of instalment will be the essence of the EOI.
- xiii. It is an established fact that the expression of interest is a letter of intent, indicating the intent of both parties to enter into an agreement of sale. It gives an equal opportunity to both the parties, to assess the credibility of the other. Expression of interest does not bind the parties to enter into an agreement of sale. Before entering into a binding contract with the complainants, the respondent was entitled to look at the totality of circumstances in deciding the further course of action.
- xiv. On 16.06.2022, the respondent issued an acknowledgement, with respect to the plot No.7, A4, Aspiration, Gurgaon-122505, admeasuring 131 sq. yds.
- xv. That on 02.09.2022, the first instalment of the project was demanded, amounting to Rs.9,49,095/-, for which the previous deposited cheques of Rs.5,00,000/- and Rs.3,96,241/- was adjusted, by the respondent with respect to the said plot. Similarly, the rest of the amount paid was also adjusted in further two instalments.
- xvi. The respondent after making the adjustments in the instalments, requested the complainants to pay for the further instalments, which was to the utter shock of the respondent was flatly refused by the complainants. That the complainants were not willing to fulfil their obligations as per the EOI.
- xvii. The respondent being a customer centric company, gave several chances to the complainants to complete their dues, but the complainants were unwilling to cooperate with the respondent.
- xviii. That the EOI, clearly laid out that timely payments will be the essence. But the complainants failed to abide by the terms of EOI, which led to the cancellation of the plot of the complainants. That the EOI can be

automatically terminated/cancelled upon non-fulfilment of the terms on which the performance is contingent. The allotment of plot was only valid, if the timely payments were made by the complainants, which the complainants clearly failed to do so.

- xix. The respondent having frustrated all means of communication and requests, with respect to the payment of instalments, issued a termination notice dated 17.01.2023, against complainants. The respondent again gave the complainants an opportunity to pay their dues within a week from the letter date.
 - xx. That it is evident that the entire case of the complainants is nothing but a web of lies, false and frivolous allegations made against the respondent. That the complainants have not approached the Ld. Authority with clean hands hence the present complaint deserves to be dismissed with heavy costs. That it is brought to the knowledge of the Ld. Authority that the complainants are guilty of placing untrue facts and are attempting to hide the true colour of intention of the complainants.
 - xxi. That the complainants herein, has suppressed the above stated facts and has raised this complaint under reply upon baseless, vague, wrong grounds and has misled this Ld. Authority, for the reasons stated above. It is further submitted that none of the reliefs as prayed for by the complainants is sustainable before this Ld. Authority and in the interest of justice.
 - xxii. Hence, the present complaint under reply is an utter abuse of the process of law, and hence deserves to be dismissed.
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 both the parties:

8. The complainants have filed the written submissions on 24.03.2025 and the respondent has filed the written submissions on 12.03.2025 and no additional facts apart from the complaint and reply 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. I 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 allottees 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.I 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 30% amount.

G.III Direct the respondent to quash the sale of allotted plot no. 7 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, on 25.03.2022, the complainants have submitted an expression of interest with the respondent -promoter, upon which on 16.06.2022, the respondent-promoter issued an acknowledgment of expression of interest vide which the respondent has provided a tentative plot no.7, A4, Aspiration, having admeasuring 131 sq. yds. to the complainants-allottees. However, the respondent instead of issuing any formal allotment letter to the complainants and the respondent kept raising demands to the complainants-allottees, and it is evident from the said demands, notice for termination and statement of account issued by the respondent-promoter, it can be said that the respondent has allotted the plot bearing no.7, A4, Aspiration, having admeasuring 131 sq. yds., 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.28,47,285/- which is 30% of the sale consideration. Thereafter, the respondent-promoter has raised demands to the complainants for different milestone's (i) on 30.09.2022 "within 60 days of booking", (ii) on 30.09.2022 "on completion of earthwork of plot", and (iii)

on 30.09.2022 "on demarcation of plot" in which respondent-promoter is demanding an amount of Rs.66,43,665/- to be payable till 07.10.2022. Thereafter, on 17.01.2023, the respondent-promoter has issued a notice for termination for unit no.7, A4, referring to the demand letter dated 30.09.2022.

15. Now, the complainants intends to continue with the project and is seeking quashing of notice for termination dated 17.01.2023, 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 allottees and the allottees 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 17.01.2023 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 100% of sale consideration against which the respondent has received 30% of sale consideration from

the complainants-allottees. Thereafter, on 17.01.2023 the respondent has issued notice for termination of the allotted unit on account of non-payment of outstandings dues of Rs.37,93,380/-.

18. It has been observed by the Authority that the complainants were allotted a unit/ plot, i.e., after enactment of the Act, 2016 and Rules, 2017. And no buyer's agreement has been executed by the respondent 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 allottees 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 allottees 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 allottees shall be considered under a condition of default on the occurrence of the following events:

- (i) In case the Allottees 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 allottees 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 Allottees 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 Allottees and refund the money paid to him by the allottees 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 allottees 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 allottees shall be returned by the promoter to the allottees 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 allottees 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 for different milestone's (i) on 30.09.2022 "within 60 days of booking", (ii) on 30.09.2022 "on completion of earthwork of plot", and (iii) on 30.09.2022 "on demarcation of plot", in which respondent-promoter has demanded an amount of Rs.66,43,665/- to be payable till 07.10.2022. Thereafter, on 17.01.2023, the respondent-promoter has issued a notice for termination for unit no.7, A4, referring to the demand letter dated 30.09.2022. The agreed payment plan as per expression of interest signed by both the parties is reproduced below for ready reference: -

Payment Plan Details

Sr. No.	Instalment	Percentage of total sale consideration	Amount (in Rs.)
1	Within 60 days of booking	20%	18,98,190/-
2	On receipt of RERA	20%	18,98,190/-
3	On earthwork of plot	15%	14,23,643/-
4	On demarcation of plots	15%	14,23,643/-
5	Completion of wiring	10%	9,49,095/-
6	On bitumen work on roads	10%	9,49,095/-
7	On offer of possession	10%	9,49,095/-
		100%	94,90,950/-

20. Further, vide email dated 11.10.2022, 17.10.2022 and 13.02.2023, the complainants-allottees kept requesting the respondent to provide a proper allotment letter and draft of buyer's agreement pertaining RERA registration number, which the respondent neither respondent properly nor provided any formal allotment letter and buyer's agreement.
21. Moreover, 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 allotted unit of complainants-allottees before the Authority.

22. 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 17.01.2023 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 17.01.2023 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.

23. 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.

24. On consideration of the documents available on record, the Authority observes that the promoter has already received an amount of Rs.28,47,285/- against sale consideration of Rs.94,90,950/- which is 30% of sale consideration without entering into agreement for sell, which is a clear violation of section 13(1) of the Act, 2016.

25. 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

26. 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 17.01.2023 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.

27. Complaint stands disposed of.

28. File be consigned to registry.

Dated: 27.02.2025


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