

**BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL
ESTATE REGULATORY AUTHORITY, GURUGRAM**

Complaint No.5237-2022

Date of Decision: 15.05.2025

**Fight Against Injustice Forum, E-701, Park Grandeura, Sector-82,
Faridabad-121007.**

Complainant

Versus

**M/s. Mahira Buildtech Pvt. Ltd., 302 A, Global Foyer, 122002, Golf
Course Road, Sector 43, Gurgaon-122009**

Respondent

APPEARANCE

For applicant/complainant: Mr.Ashwani kumar Singla, Advocate

For non-applicant/respondent None

ORDER

1. A complaint filed by present applicant i.e. complaint no. 5237/2022, was disposed of by this forum, vide order dated 08.01.2024. This is an application with a prayer for modification/clarification in that order.
2. None appeared on behalf of non-applicant/respondent despite service of notice.
3. Heard. It is submitted by learned counsel for applicant that while deciding complaint filed by his client, this forum reproduced

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contention of his client that date of commencement of the project could be taken as on 29.01.2020, the respondent was not empowered to collect money before the date of commencement i.e. 29.01.2020, while the respondent collected 20% of cost of dwelling unit from the allottees as allotment money and that too before the commencement of the project, which resulted in to loss to the buyers. Stating so, his client (complainant) had prayed for award of interest @ 9.5% on daily basis for number of days, the respondent demanded money in advance².

4. The respondent did not contradict this plea of the complainant, and hence same was presumed to have been admitted. All this was contrary to Affording Housing Policy 2013. This forum came to conclusion that being contrary to the policy, the respondent could not have collected money from his client i.e. complainant and hence same was liable to compensate the allottees. After allowing said plea, the respondent was directed to pay interest at rate 9.50% per annum to all allottees including his client i.e. complainant, on amount which same i.e. allottees were forced to pay before the date of commencement i.e. 29.01.2020.

5. According to learned counsel, this may not convey to the respondent that it is the only first installments/allotment money


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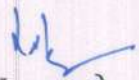
which has been held to have been collected/demanded in advance. All subsequent installments were also raised before due dates, which his client was forced to pay. Learned counsel has given detail of the number of days, installments were called in advance by the defendant.

6. From facts as discussed above, it is clear that not only one installment, but the respondent demanded seven installments as claimed by the applicant/complainant, which ^{were} ~~was~~ in advancement of due dates.

7. This fact remained to be clarified in order dated 08.01.2024, (which is sought be modified). Mistake on the part of this forum is apparent, on record. This forum is duty bound to undo the mistake, particularly when pointed out by one of parties i.e. complainant. Non-applicant did not opt to object the application, despite service of notice. Considering all this, application in hands is allowed and it is clarified that the complainant is entitled for the compensation i.e. interest at rate 9.50% per annum on all installments collected by non-applicant/respondent in advance, as described in the application.

Announced in open Court today i.e. 15.05.2025.

File be sent back to the record room.


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory Authority,
Gurugram