

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

Date of Decision:

09.05.2025

NAME OF THE BUILDER		M/s Agrante Reality Limited	
PROJECT NAME		"Kavyam"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/471/2024	Mr. Yogender Punia V/S M/s Agrante Reality Private Limited. & HDFC Limited	Shri. Sunil Kumar Advocate Ms. Ankur Berry Advocate (R1) Shri. Mayank Advocate (R2)
2.	CR/472/2024	Mr. Jigyasa Nayak V/S M/s Agrante Reality Private Limited. & HDFC Limited	Shri. Sunil Kumar Advocate Ms. Ankur Berry Advocate (R1) Shri. Mayank Advocate (R2)
3.	CR/474/2024	Mr. Archana Gautam V/S M/s Agrante Reality Private Limited. & HDFC Limited	Shri. Sunil Kumar Advocate Ms. Ankur Berry Advocate (R1) Shri. Mayank Advocate (R2)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of all the complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the

Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Kavyam**" being developed by the same respondent/promoter i.e., M/s Agrante Reality Limited. The terms and conditions of the Buyer's Agreement against the allotment of units in the project of the respondent/builder and fulcrum of the issues involved in all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and certain other issues.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	Agrante Reality Limited. at "Kavyam", Sectors 108, Gurugram.
Occupation Certificate: - Not obtained	
Building plan approval: 06.07.2018	
Environment clearance: 20.08.2019	
Possession Clause: - Clause 5(iii)(b) of the Affordable Housing Policy, 2013 <i>"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy"</i>	

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Unit No. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid



1.	<p>CR/471/ 2024</p> <p>Yogender Punia V/S M/s Agrante Realty Limited & HDFC Limited</p> <p>DOF: 29.02.2024</p> <p>Reply: 22.07.2024 20.09.2024</p>	<p>TA4-304, Floor-3rd, Tower-A4</p> <p>Area: 512.50 sq. ft.</p>	<p>26.07.2021</p> <p>TPA: 13.08.2021</p> <p>Demand Letters: 05.12.2022, 26.07.2023, 08.08.2023, 02.09.2023</p> <p>Cancellation Letter: 30.10.2023</p> <p>Publication in newspaper: 24.11.2023</p>	<p>20.02.2024</p> <p>(Note: - calculated 4 years from the date of Environmental clearance i.e 20.08.2019)</p>	<p>TSC: - Rs. 21,00,000/-</p> <p>AP: - Rs. 15,90,750/-</p>
2.	<p>CR/472/ 2024</p> <p>Jigyasa Nayak V/S M/s Agrante Realty Limited & HDFC Limited</p> <p>DOF: 29.02.2024</p> <p>Reply: 22.07.2024 20.09.2024</p>	<p>TA2-101, Floor-1st Tower-A2</p> <p>Area: 512.50 sq. ft.</p>	<p>29.10.2021</p> <p>TPA: 04.02.2022</p> <p>Demand Letters: 07.12.2022, 15.10.2023, 23.10.2023</p> <p>Cancellation Letter: 18.11.2023</p> <p>Publication in newspaper: 24.11.2023</p>	<p>20.02.2024</p> <p>(Note: - calculated 4 years from the date of Environmental clearance i.e 20.08.2019)</p>	<p>TSC: - Rs. 21,00,000/-</p> <p>AP: - Rs. 16,35,822/-</p>

3.	CR/474/ 2024 Archana Gautam & Adesh Kumar V/S M/s Agrante Realty Limited & HDFC Limited DOF 29.02.2024 Reply: 22.07.2024 05.07.2024	TA4-104, Floor-1st, Tower-A4 Area: 512.50 sq. ft.	16.09.2021 TPA: 22.09.2021 Demand Letters: 29.01.2023, 28.07.2023, 08.08.2023, 02.09.2023 Cancellation Letter: 30.10.2023 Publication in newspaper: 24.11.2023	20.02.2024 (Note: - calculated 4 years from the date of Environmental clearance i.e 20.08.2019)	TSC: - Rs. 21,00,000/- AP: - Rs. 15,96,965/-
----	---	--	---	--	---

The complainants in the above complaints have sought the following reliefs:

1. Revoke the cancellation letter and resume the allotted unit in the favour of the complainants.
2. Direct the respondent to pay Delayed Possession Interest, if any, in favour of the complainants and against the respondent.
3. Direct the respondent to make a legally valid offer of possession in favour of the complainants after taking the necessary approvals from the concerned authorities.
4. Direct the respondent to not charge anything else from the complainants which is not part of the BBA.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
TPA	Tripartite Agreement
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure

compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

5. The facts of all the above mentioned complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/471/2024 titled as Yogender Punia V/S M/s Agrante Realty Limited & HDFC Limited** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"Kavyam", Sector- 108, Gurugram
2.	Nature of project	Affordable group housing
3.	RERA registered/not registered	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Validity status	31.11.2022
	registered area	5 acres
4.	DTPC License no.	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	TA4-304, in Tower A4, 3 rd floor [page 36 of complaint]

6.	Unit area admeasuring	512.50 sq. ft. (carpet area) 130.30 sq. ft. Balcony area [page 36 of complaint]
7.	Provisional Allotment	25.06.2021 [page 36 of complaint]
8.	Agreement to sale	26.07.2021 (page no. 38 of complaint)
9.	Building plan approved on	06.07.2018 [as per data available at DTCP official website]
10.	Environment clearance	20.08.2019 [as per data (A-H) available in the website of the authority]
11.	Date of start of construction	Not available
12.	Tripartite agreement	13.08.2021 (page no. 70 of complaint)
13.	Possession clause	7. Possession of the apartment 7.1 Schedule for possession of the said apartment The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within 4 years from the start of construction, unless there is delay or failure due to Court Order, Government Policy/guidelines, decisions, war, flood,.....
14.	Possession clause as per Affordable Housing Policy, 2013	1 (iv) All such projects shall be required to be necessarily completed within 4 years from the date of approval of building

		<i>plans or grant of environmental clearance, whichever is later.</i> This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
15.	Due date of possession	20.02.2024 [Calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
16.	Total sale consideration	Rs.21,00,000/- [Page 18 of complaint]
17.	Amount paid by the complainants	Rs.15,90,750/- [As per demand letter dated 02.09.2023 at pg. 17 of reply]
18.	Demand letters	05.12.2022, 26.07.2023, 08.08.2023, 02.09.2023
19.	Cancellation letter	30.10.2023 [page 24 of reply]
20.	Publication in newspaper	24.11.2023 [page no. 25 of reply]
21.	Occupation certificate	Not obtained
22.	Offer of possession	Not offered

B. Facts of the complaint:

7. The complainants made the following submissions in the complaint.

- I. That the complainants booked a unit no. TA4-304 for allotment of a residential apartment in the affordable housing project of the respondent

called "Kavyam, situated at Sector 108, Gurugram, Haryana and a provisional allotment letter dated 25.06.2021 was issued in favour of the complainants. As per the allotment letter, the total sale consideration of the unit was Rs.21,00,000/-. The total amount paid by the complainants till date is Rs.15,90,750/-.

- II. That for the balance payment, the complainants applied for a housing loan and accordingly the respondent arranged the loan from their end by introducing complainants with the bank officials i.e. Housing Development Finance Corporation Limited (HDFC) and a tripartite agreement was signed on 13.08.2021.
- III. That the complainants completed all the formalities for availing housing loan as per the requirements of HDFC Limited. As per the agreement, the bank, had to pay the amount as per the payment schedule i.e. completion of the towers as well as the entire project. Vide an e-mail dated 15.12.2022 the complainants were informed that the payments were rejected by the respondent no. 2 by giving reason that RERA Certification/Registration of said project has expired.
- IV. Further, the complainants wrote an email regarding denying of payment by the respondent no. 2 in favour of respondent no. 1 and asked the reason for stopping the payment by respondent no. 2 and requested to respondent no. 1 to share the RERA Registration/Extension Certification but respondent no. 1 did not respond to the said email and once again raised demand letter. Due to this, respondent no. 2 didn't release payment in favour of respondent no. 1.
- V. That the respondent no. 2 used to release the part payments as per the agreement/payment plan to respondent no. 1, but it is revealed by respondent no. 2 that the respondent no. 1 did not construct the project as

per the plans approved by the competent authority and respondent no. 1 also took further approval from the Authority for construction of additional towers in the project along with high rise building.

- VI. That, when it came into notice of the respondent no. 2 that due to above mentioned delay in the construction as well as the expiration of RERA registration of the said project and non-extension of the registration the respondent no. 2, stopped making payments to respondent no. 1 against the home loan availed by the complainants.
- VII. That non-payment/release of payments on time was by respondent no. 2 to respondent no. 1 and the complainants had no role in same, whereas the complainants used to pay the interest to respondent no. 2 from time to time.
- VIII. That that respondent no.1 issued a demand letter and pre-cancellation notice 05.12.2023, further arbitrary termination followed by reminder letter vide dated 02.11.2023 wherein he has demanded Rs.4,76,798/- including delayed interest by referring the payment of Rs.15,90,750/- already received to him.
- IX. That a letter for "Permission to Mortgage" was issued by respondent no. 1 to in favour of respondent no. 2 in which respondent no. 1 mentioned and agreed that the total sale consideration is Rs.21,00,000/-.
- X. That after receiving of above letter dated 05.12.2023, the complainants immediately contacted officials of respondent no.2 for release of the payment but they refused to do so on the ground of 'Kavyam" receiving notices from the Authority on the complaints made by several allottees and RERA Registration has expired. It was also apprised to the complainants that they have stopped making payments due to non-completion of the project by respondent no.1. The complainants had also

apprised about same to respondent no. 1 but respondent no. 1 instead of approaching HDFC Limited, extended threats for cancellation of units on account of non-payment of balance.

- XI. That the complainants are always willing to retain the unit and never asked respondent no. 1 either for cancellation of the allotment or refund of the amount already paid to respondent no.1. The complainants are further ready to complete all formalities for the bank transfer for the balance payment provided the delayed interest be waived off and completion of construction of the project as per approval.

C. Relief sought by the complainants:

8. The complainants have filed the present complaint for seeking following reliefs:
- Revoke the cancellation letter and resume the allotted unit in the favour of the complainants.
 - Direct the respondent to pay Delayed Possession Interest, if any, in favour of the complainants and against the respondent.
 - Direct the respondent to make a legally valid offer of possession in favour of the complainants after taking the necessary approvals from the concerned authorities.
 - Direct the respondent to not charge anything else from the complainants which is not part of the BBA.
9. On the date of hearing, the Authority explained to the respondent /promoter about the contravention 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 respondent no. 1:

10. The respondent no.1 has contested the present complaint on the following grounds:
- That the respondent no. 1 is developing an affordable housing project 'Kavyam' under the Pradhan Mantri Awas Yojana (PMAY) at Sector 108

situated at Gurugram. The project got duly registered under the affordable housing policy, 2013, issued by the Government of Haryana.

- II. That the complainant's strong accusations against respondent no.1 regarding the cancellation letter are inaccurate and deceptive. Evidence from emails sent to the complainants, particularly the final one dated 08.08.2023, clearly shows that the complainants owes a total of Rs.4,76,798.22/- which includes an interest of 15%.
- III. That the answering respondent sent continuous demand letters dated 11.09.2021, 16.11.2021, 10.12.2021, 5.12.2022 and 02.09.2023 and subsequent reminder letters to each of the demand letters dated 16.10.2021, 02.12.2021, 17.10.2022, 02.02.2022, 28.07.2023 and 08.08.2023 respectively.
- IV. That on consistent failure of the complainants to make the payment, a pre-cancellation notice dated 12.10.2023 was issued, following which a newspaper advertisement dated 24.11.2023 was also published. In view of the continuous default, a final cancellation letter dated 30.10.2023 was sent to the complainants.
- V. That the complainants have claimed the reinstatement of their unit, asserting that the responsibility for timely payments rested solely with the banking institution, thereby absolving themselves of any liability. However, it is imperative to note that while clause 5 of the agreement, places an obligation on the promoter to complete the project and hand it over to the allottees, it simultaneously emphasises that the allottees shall make timely payments of the instalments.
- VI. Further, the demand notices dated 20.12.2022 and 05.07.2023, the subsequent reminder correspondences of 28.07.2023 and 08.08.2023, and the pre cancellation letter establish that the complainants have persistently

and systematically breached the stipulated payment schedules. The complainants have consistently failed to remit the requisite amounts within the prescribed timeframes. Consequently, the cancellation of the unit in question is both lawful and justified.

- VII. That it would be improper for the answering respondent to restore unit no. TA4-304, which was previously allotted to the complainants but subsequently cancelled due to payment failures on the part of the complainants. In this context, it should be of relevance for this Authority to consider clause 6 of the tripartite agreement which makes it unambiguously clear that the only requirement of the borrower was to make a request to the bank seeking disbursement of instalments in pursuance of the demand notice issued by the respondent. The request would suffice for the bank to make disbursements accordingly. The e-mail from the complainants dated 15.12.2022 clearly establishes that the request was made in pursuance of clause 6 of the tripartite agreement.
- VIII. That the project falls within the purview of the affordable housing policy, the respondent is constrained by stringent time limits for project completion and cannot indefinitely await payments. In response to the complainant's persistent failure to remit payments, the builder adhered to the prescribed procedural guidelines. Subsequent to the complainant's continued non-compliance, the unit was alienated to a third party, thereby creating a bona fide third-party interest in the subject property.
11. 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. Reply by respondent no. 2

12. The respondent no. 2 has contested the present complaint on the following grounds:

- I. That by and under an order dated 17.03.2023 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench in Company Scheme petition no.243/2022 connected with company scheme application no.200/2022, HDFC Ltd. has been amalgamated into 'HDFC Bank Limited', as a going concern and consequently all assets and liabilities of HDFC Ltd. now stand vested in 'HDFC Bank Limited'.
- II. That since HDFC Ltd. ceases to be a juristic entity in its own name and stands amalgamated into HDFC Bank Ltd. with effect from 01.07.2023, therefore it is humbly prayed before this Hon'ble Court that complainants be directed to amend the cause title of the present case from HDFC Limited to HDFC Bank Limited.
- III. The cause of action of the present complaint has arisen due to the alleged default on part of respondent no. 1 in timely construction and handover of the project. However, the complainants have wrongly arrayed HDFC Ltd (presently HDFC Bank Ltd) as respondent no. 2. The complainants have chosen to ignore the fact that the relationship of HDFC Ltd (presently HDFC Bank Ltd) and the complainants have arisen out of a loan agreement which has no correlation whatsoever with the builder.
- IV. That this Authority lacks jurisdiction to issue any directions or orders to any other person or entity who is not a *promoter, real estate agent or allottee* and respondent no. 2 being the lender, does not fall under any of the aforementioned categories. The instant complaint is liable to be dismissed on account of mis-joinder of parties qua the respondent no. 2. The domain of services provided by the respondent no. 2 is completely separate and

independent of respondent no. 1 and hence the complaint ought to be dismissed as against respondent no.2 on account of lack of jurisdiction and lack of cause of action.

- V. Also, the scope of functioning of the respondent no. 2 falls outside the domain of this Authority. In addition to this, the complainants have failed to disclose any separate cause of action against the respondent no. 2. On the grounds as stated, the Authority may be pleased to delete the respondent no. 2 from array of parties and/or dismiss the instant complaint as against respondent no.2.

F. Jurisdiction of the authority:

13. 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

14. 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

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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

allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

16. 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 reliefs sought by the complainants

- i. Revoke the cancellation letter and resume the allotted unit in the favour of the complainants.
 - ii. Direct the respondent to pay Delayed Possession Interest, if any, in favour of the complainants and against the respondent.
 - iii. Direct the respondent to make a legally valid offer of possession in favour of the complainants after taking the necessary approvals from the concerned authorities.
 - iv. Direct the respondent to not charge anything else from the complainants which is not part of the BBA.
17. The above mentioned relief no. (i), (ii), (iii) and (iv) are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
18. In the present complaint, the complainants booked a unit in the project of respondent namely, Kavyam, situated at sector 108, Gurugram. The complainants were allotted a unit bearing no. 304, 3rd floor in Tower A4 admeasuring 512.50 sq. ft. carpet area and 130.30 sq. ft. balcony area vide allotment letter dated 25.06.2021. Thereafter, the agreement to sell was executed between the complainants and the respondent no. 1 on 26.07.2021. The tripartite agreement was executed between the complainants, respondent no. 1 and the bank on 13.08.2021. The total sale consideration of

the unit was Rs. 21,00,000/- and the complainants have made a payment of Rs. 15,90,750/- against the same in all.

19. The complainants in the present complaint has stated that the respondent no. 1 has cancelled its unit vide letter dated 30.10.2023 which is invalid as the payments were to be raised as per construction linked payment plan mentioned in the agreement to sale dated 26.07.2021.
20. The plea of the respondent no. 1 is otherwise and stated that the complainants had booked a unit in its project titled 'Kavyam' located at Sector-108, Gurugram, which is an affordable group housing project governed and regulated under the Affordable Housing Policy, 2013. It is further averred that all demands raised by the respondent no. 1 were in accordance with the provisions of the said Affordable Housing Policy, 2013. However, various reminder letters were issued but despite repeated follow ups the complainants failed to act further and comply with their contractual obligations and therefore the unit of the complainants were finally terminated vide letter dated 30.10.2023. Now the question before the authority is whether the cancellation issued vide letter dated 30.10.2023 is valid or not.
21. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that the agreement to sell was executed between the complainants and respondent no. 1 on 26.07.2021. The project in question falls within the category of an 'Affordable Group Housing Project' and is therefore governed by the provisions of the Affordable Group Housing Policy, 2013, as notified by the competent authority. In accordance with the said policy, the financial demands raised upon the allottee(s) are to be paid in equated instalments over a span of six months. The complainants failed to adhere to the prescribed payment

schedule and did not remit the demanded amounts within the stipulated period of six months, as required under the said policy. Such non-compliance constitutes a breach of the terms and conditions of the governing policy.

22. The complainants have contended that due to the alleged non-completion of construction by the respondent no. 1, they are not under an obligation to make further payments. However, the Quarterly Progress Reports (QPRs) duly submitted before the authority, indicates that the sub-structure of the project has been completed to the extent of 100%. These reports, being official submissions, carry evidentiary value and demonstrate that substantial progress in construction has been achieved in accordance with the sanctioned plan.
23. In view of the above, the complainants cannot unilaterally withhold payment on the mere ground of alleged construction delay, especially when the respondent has complied with its reporting obligations under the regulatory framework and there is no contrary evidence to disprove the progress reflected in the QPRs. Accordingly, the complainants remains under a continuing obligation to make payments as per the policy framework, and failure to do so amounts to a breach of contractual and statutory obligations.
24. Moreover, 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 installments 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 installments **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”.

25. However, in the present case, it is evident from the material placed on record that the respondent company has issued demand cum reminder letters dated 05.12.2022, 26.07.2023, 08.08.2023, 02.09.2023. Thereafter, the respondent no. 1 issued notice for cancellation dated 30.10.2023. The respondent no. 1 has also published a list of defaulters of payments in the daily newspaper on 24.11.2023.
26. 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 30.10.2023 is held to be valid.
27. As per cancellation clause of the affordable housing policy of 2013 the respondent can deduct the amount of Rs.25,000/- only and the balance amount shall be refunded back to the complainants. Till date no amount has been refunded back by the respondent-builder to the complainants/allottee. Thus, it has been using the funds of the complainants. In view of aforesaid circumstances, the respondent no. 1 is directed to refund the amount paid by the complainants after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Policy 2013 along with interest from date of cancellation of unit i.e., 30.10.2023 till the actual realization of the amount.

H. Directions of the authority

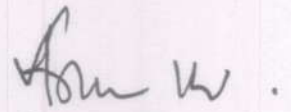
28. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- The respondent no. 1/promoter is directed refund the paid-up amount in all the cases after deduction of Rs. 25,000/- as per clause 5(iii)(i) of

the Affordable Housing Policy 2013, along with interest @11.10% per annum on such balance amount as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of unit till the actual realization of the amount.

- ii. 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.
 - iii. Out of the total amount so assessed, the amount paid by the bank/financial institution shall be refunded first and the balance amount along with interest will be refunded to the complainant. Further, the respondent no. 1 is directed to provide the No Objection Certificate to the complainant after getting it from the bank/financial institution.
29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
30. Complaint stands disposed of.
31. File be consigned to registry.

Dated: 09.05.2025

HARERA


(Arun Kumar)

Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram