

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

Date of decision : 28.03.2025

Name of the Builder		M/s HCBS Developments Limited	
Project Name		Auroville, Sector-103	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/3179/2024	Shubham Kumar Vs. M/s HCBS Developments Limited	Shri Mohit Dua, Adv. (Complainant) Harshit Batra, Adv. (Respondent)
2.	CR/3181/2024	Hritik Kumar Vs. M/s HCBS Developments Limited	Shri Mohit Dua, Adv. (Complainant) Harshit Batra, Adv. (Respondent)

CORAM:

Shri Vijay Kumar Goyal

Member**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this 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 allottees 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, "Auroville" at Sector 103, Gurugram being developed



by the respondent/promoter i.e., M/s HCBS Developments Limited. The terms and conditions of the builder buyer's agreements, fulcrum of the issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of possession and delayed possession charges.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project Name and Location	"Auroville, Sector-103, Haryana.
Project area	8.75 acres
Nature of the project	Affordable group housing
DTCP license no. and other details	02 of 2021 dated 21.01.2021 valid upto 20.01.2026
RERA Registered/ not registered	67 of 2021 dated 12.10.2021 valid upto 31.08.2025
Occupation certificate	Not yet obtained
Possession clause as per clause 7	<p>POSSESSION OF THE UNIT/APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ ANY OTHER USAGE :</p> <p>7.1 Schedule for possession of the said Unit/Apartment for Residential/Commercial/ any other usage - The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment for Residential/Commercial/ any other usage (as the case may be) along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(0) of Rules, 2017, is the essence of the agreement.</p> <p>The promoter assures to hand over possession of the Unit/Apartment for Residential/Commercial/any other usage (as the case may be) along with parking (if applicable) as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/guidelines or decisions, affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the</p>



	<p>above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Apartment for Residential/Commercial/ any other usage (as the case maybe).</p> <p>The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure, and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.</p>
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S.No.	Particulars	Details CR/3179/2024 w.r.t	Details CR/3181/2024 w.r.t.
1.	Complaint filed on	08.07.2024	08.07.2024
2.	Reply filed on	18.11.2024	18.11.2024
3.	Application dated	21.01.2022	21.01.2022
4.	Unit no.	124F, Tower-F	148 E, Tower-E
5.	Unit area	640.67 sq. Ft.	640.67 sq. Ft.
6.	Building plan dated	23.07.2021	23.07.2021
7.	Environment Clearance dated	30.07.2022	30.07.2022
8.	Builder buyer agreement executed on	14.03.2023	11.05.2023
9.	Due date of possession	30.07.2026	30.07.2026
10.	Total sale price of the flat	Rs. 28,18,722/-	Rs. 28,18,722/-

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11.	Amount paid by the complainant	Rs. 11,27,489/-	Rs. 10,04,681/-
12.	Occupation certificate	Not yet obtained	Not yet obtained
13.	Offer of possession	Not offered	Not offered

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges.
5. 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 promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/3179/2024 titled as Shubham Kumar VS HCBS Developments Limited*** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

A. Unit and project related details

7. 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	AURO VILLA, Sector-103, kadipur, Gurugram
2.	Nature of the project	Affordable Group Housing
3.	RERA Registered/ not registered	Registered vide registration no. 67 of 2021 DATED 12.10.2021 Valid upto 31.08.2025
4.	DTCP License no. and validity	2 of 2021 Crae Realtech Pvt. Ltd. & HCBS Developments Ltd.
5.	Application dated	21.01.2022
6.	Builder buyers' agreement dated	11.05.2023
7.	Unit no. and area	148 E, Tower-E and 640.67 sq. Ft.
8.	Building plans dated	23.07.2021
9.	EC dated	30.07.2022
10.	Due date of possession [As per Affordable Housing Policy 2013 due date is calculated from the date of EC and the date of building plans whichever is later]	30.07.2026 [Note: - Calculated from date of approval of environment clearance i.e., 30.07.2022 as per policy, of 2013, which comes out to be 30.07.2026 • Due date of possession is calculated from the date of EC i.e., 30.07.2022 being later]
11.	Total sale consideration	Rs. 28,18,722/-



12.	Amount received	Rs. 10,04,681/-
13.	OC received on	N/A

B. Facts of the complaint:

8. The complainant has made the following submissions: -

- i. That somewhere in January 2022, the Respondent advertised about its new Affordable Group Housing Colony Project namely "Auroville" (hereinafter called as 'the project') in Sector 103, Gurugram, Haryana. The Respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing group housing colony which inter - alia comprises of residential floor space, car parking space, recreational facilities, landscaped gardens.
- ii. That believing the representations of the respondent and father of the complainant on the lookout for an adobe for himself and his family, on 14.01.2022, the complainant applied for an allotment through draw of a residential unit in the said project by making a payment of Rs. 1,34,541/-. Thereafter the respondent has allotted a unit bearing no. Flat No. 124 F, Type 2, situated on 12th Floor in Tower-F having carpet area of 640.67 sq. ft. and balcony area of 110.44 sq. ft., in the said project.
- iii. That, after more than 1 years from the date of booking of the unit, finally, on 14.03.2023, the Apartment Buyer's Agreement (hereinafter called as 'the Agreement') was executed between the complainant and the Respondent of the said unit. That the Respondent has demanded payment instalments that are not in accordance with the Payment Plan (Construction Linked Payment Plan) that was provided at the time of booking and detailed in the brochure. This is a clear deviation from the



- agreed terms, causing financial distress and uncertainty and after being aggrieved by the act and conduct of the respondent, the complainant has made a formal complaint to this authority for initiation of project enquiry.
- iv. That subsequently, the complainant kept making calls, requests and through several meetings kept inquiring as to when will the Respondent deliver the project but the respondent's representatives never furnished a concrete answer to the same. The complainant time and again Contacted the Respondents expressing his concern over the delay in project and seeking an explanation from the Respondent for the same, but to no avail.
- v. The Respondent has also concealed the Payment Plan from the executed Apartment Buyer's Agreement. As per the RERA Model Rules for the Buyer's Agreement, the payment schedule should be transparently included in the Agreement. However, this was not done in the present unit of this project. When questioned about this omission, the officials of the Respondent simply responded that the execution of the agreement is a mere formality and assured that they would adhere to the representation made at the time of booking through the brochure. This response is not only inadequate but also raises serious concerns about the transparency and legality of their practices, leaving buyers like complainant in a state of uncertainty and mistrust.
- vi. The aforementioned actions by the Respondent are in direct violation of the RERA Model Rules, specifically pertaining to the obligations of promoters to adhere to the terms agreed upon at the time of booking and to maintain transparency in agreements.
- vii. That subsequently, the complainant after receiving such illegal

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demands kept making calls, requests and through several meetings kept inquiring that they have assured that they will demand according to the payment plan represented at the time of booking but the respondent's representatives never furnished a concrete answer to the same. The complainant time and again Contacted the Respondents expressing his concern over the unjust demands and seeking an explanation from the Respondent for the same, but to no avail.

- viii. It is pertinent to mention here that the Complainant had already made a payment amounting to Rs 11,27,489/- against the sale consideration of Rs. 28,18,722/- from the date of booking till date in accordance with the demands of the Respondent. The said payments are very acknowledged in Ledger Account provided by the respondent.
- ix. That the Respondent has not only violated the payment plan but failed to mention the date of environmental clearance in the project details. The absence of this critical information raises serious concerns about the estimated date of possession, as environmental clearance is a prerequisite under the Affordable Housing Policy. This omission is a violation of transparency norms and further adds to the uncertainty regarding project completion.
- x. That the Respondent had made representations and tall claims that the project would be completed on time. On the contrary, the Respondent has failed to adhere to the representations made at the time of application/booking and has retained the hard-earned money paid by the complainant without fulfilling their obligation to construct the tower of the unit in question as represented at the time of booking. This failure has caused wrongful loss to the complainant and wrongful gain to the Respondent, as the complainant's funds have been held without the promised progress in construction as per payment plan in

brochure.

C. Relief sought by the complainant:

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

- i. Direct the Respondent to adhere to the original Payment Plan as detailed in the brochure at the time of booking.
 - ii. Direct the respondent to ensure the progress of construction as mentioned in Payment Plan detailed in the brochure.
 - iii. Direct the respondent to ensure the Payment Plan is included in the Apartment Buyer's Agreement as per RERA Model Rules.
 - iv. Direct the Respondent to disclose the date of environmental clearance and provide a revised estimated date of possession in compliance with the Affordable Housing Policy.
10. 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.

11. The respondent has contested the complaint on the following grounds:

- i. That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the apartment buyer's agreement dated 14.03.2023, as shall be evident from the submissions made in the following paras of the present reply.

- ii. The Respondent craves leave of this Authority to refer and rely upon the terms and conditions set out in the Apartment Buyer's Agreement in detail at the time of hearing of the present complaint, so as to bring out mutual obligations and responsibilities of the Respondent as well as the Complainant.
- iii. That the Complainant, is estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint.
- iv. That the Complainant is in default of their obligations under the Agreement, the Act, 2016 as well as the Affordable Housing Policy, 2013, and as such has disentitled himself from claiming any relief thereunder. That at this stage it is submitted that the Respondent had obtained license no. 02 of 2021 from the Director, Town and Country Planning Department, Haryana for the development of an affordable housing project on the Project land under the Affordable Housing Policy 2013, issued by the Government, vide Town and Country Planning Department's Notification dated 19.08.2013 (the "Affordable Housing Policy").
- v. That the Respondent had already obtained the approval of the Building Plan on 23.07.2021. Moreover, the Environment Clearance has also been obtained by the Respondent on 30.07.2022. That the Project of the Respondent has also been registered with Haryana Real Estate Regulatory Authority (the "RERA") vide RERA Registration No. 67 dated 12.10.2021. That the Respondent has been transparent in his conduct since the very beginning.
- vi. That the Complainant being interested in the real estate development of the Respondent, known under the name and style

of "HCBS Auroville" at Sector 103, village- Tikampur, District Gurugram (the "Project") approached the Respondent to purchase the unit. That upon the draw of lots and acceptance of his Application for allotment of the Unit, a flat bearing no. 124FE, Type 2 on 12th floor, Tower F tentatively admeasuring carpet area of 640.67sq. ft. (the "Unit" was allotted to the Complainant vide Allotment Letter dated 21.01.2022.

- vii. Thereafter, an Apartment Buyer's Agreement was sent to the Complainant for signing the same, which was delayed by the Complainant. That finally the parties executed the Apartment Buyer's Agreement on 14.03.2023 (the "Agreement"). It is pertinent to mention that the Agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the Parties. That the Complainant opted for construction linked payment plan for remittance of the sales consideration of the unit.
- viii. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the Agreement which continues to be binding upon the parties thereto with full force and effect.
- ix. It is submitted that the Respondent Company has been expeditiously carrying out construction activities, maintaining due diligence and compliance with the project schedule. The construction is underway at full pace, and every measure is being taken to adhere to the prescribed timelines. The Respondent Company has made substantial efforts to keep the construction



work uninterrupted and in alignment with all regulatory and contractual obligations, signifying the Respondent's bona fide intent to deliver the project within the agreed-upon timelines. Hence, the allegation of any delay or inaction on part of the Respondent is unwarranted and misconceived.

- x. Furthermore, it is submitted that the payment demands raised by the Respondent Company are entirely lawful and in adherence to the "Construction Linked Payment Plan" as evident from the Annexure A of the Allotment Letter. that the Complainant opted for at the time of entering into the Agreement. As per the CLP Plan, payments are due and payable at specified milestones of the construction process. The Respondent has issued these demands in strict conformity with the agreed payment schedule, and these demands are fully reflective of the actual construction progress.
- xi. It is pertinent to note that the Complainant, having accepted the terms of the Construction Link Payment Plan, is contractually bound to make the payments as and when they fall due, as per the progression of construction. Therefore, the Respondent's demands cannot be deemed arbitrary or unjustified, as they stem directly from the contractual framework agreed to by both parties.
- xii. That as per the allotment letter the proposed date of the completion of the project is 31.08.2025 and the same is subject to the timely payments by the Complainant. That the proposed date of possession has not been reached and the allegations of the Complainant in regards to the construction of the project are wrong, denied and baseless. That at the very outset the complaint is liable to be dismissed on account of the same being premature and frivolous.

- xiii. It is respectfully submitted that the allegations advanced by the Complainant are unfounded, speculative, and lack evidentiary support. The Complainant has failed to provide any substantive proof to corroborate these assertions, rendering the claims baseless and devoid of merit. Consequently, the Respondent contends that the complaint should be dismissed for want of admissible evidence, as the allegations stand unsupported by any credible or material facts.
- xiv. In light of the foregoing, it is humbly submitted that the present complaint be dismissed as it is filed prematurely and lacks any merit or lawful basis. That the Complainant chose a construction linked payment plan and the same is stated in Annexure A of the Allotment Letter. That further the Respondent has also stated the payment plan in Schedule B of the BBA. It is pertinent to note that the payment plan mentioned in both the documents is same are either one can be referred for the ease of convenience.
- xv. That all the demands are made as per the payment plan and the demand letters rightly mentions the stages of the construction. 20. That the Complainant has made unsubstantiated claims of the payment plans in the brochure. The Complainant relies on a brochure that was allegedly shown to them, however, the Complainant has miserably failed in showing a copy of the same. That under no circumstance whatsoever, can the mere allegations of the Complainant without any proof, be relied on.
- xvi. It is submitted that the remittance of all amounts due and payable by the Complainant under the agreement as per the schedule of payment incorporated in the Agreement was of the essence under Clause 5 of the Agreement reiterated as under:

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"5. Time is the essence:

Notwithstanding anything to the contrary contained herein, it is hereby expressly and unconditionally agreed to by the Allottee that time is of essence with respect to the Allottee's obligations to make any and all payments hereunder including the payment of any part of the Total Price, payment of any and all other applicable charges, considerations, interest, deposits, penalties and other payments such as applicable stamp duty, registration fee etc. and other charges as are stipulated under this agreement.

- xvii. The Complainant had defaulted/delayed in making the due payments, upon which, reminders were also served to the Complainant. That the bonafide of the Respondent. That the Complainant is a habitual defaulter who has been in default of payments at various instances since the very beginning and had stopped making payments of the instalments on 01.12.2023 i.e., at the stage "4'h instalment at completion of 20% Structure (31 Floors)". That the Complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the Respondent.
- xviii. That the Respondent issued the demand letter for 3d instalment i.e. at stilt level on 18.03.2024. The Respondent issued another demand letter of 4th instalment i.e. at completion of 20% of Structure (31 floors) dated 01.12.2023 however, the Complainant had failed to make payment of this instalment also. That thereafter Respondent on 01.05.2024 issued demand letter for 5th instalment i.e. at completion of 40% of structure (62 floors), which remains unpaid.
- xix. That the Complainant has defaulted in payment of instalments amounting to Rs. 5,63,744/- and has till date only made payment



of Rs. 11,27,489/- That a similar obligation to make the payment against the Unit and the payment of interest in case of non-payment is also as per the Real Estate (Regulation and Development) Act, 2016, under Sections 19(6) and 19(7).

- xx. That it is submitted that by not making the due payments, not only have the Complainant violated the Agreement but also the Real Estate (Regulation and Development) Act, 2016, and the Affordable Housing Policy, 2013, under which, the Complainant was obligated to make payment and despite repeated reminders and various opportunities, miserably failed to do. Accordingly, the Complainant stood in fundamental breach of the Agreement and the Act. The Hon'ble Supreme Court noted in case **Saradmani Kandappan and Ors., Vs S. Rajalakshmi and Ors, decided on 04.07.2011, MANU/SC/0717/2011: (2011) 12 SCC 18** held that the payments are to be paid by the purchaser in a time bound manner as per the agreed payment plan and he fails to do so then the seller shall not be obligated to perform its reciprocal obligations and the contract shall be voidable at the option of the seller alone and not the purchaser

12. 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. Jurisdiction of the authority:

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

E. 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.

E. II Subject matter jurisdiction

15. 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.

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.

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F. Findings on the relief sought by the complainant:

F.I Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.

F.II Direct the Respondent to adhere to the original Payment Plan as detailed in the brochure at the time of booking.

F.III Direct the respondent to ensure the progress of construction as mentioned in Payment Plan detailed in the brochure.

F.IV Direct the Respondent to disclose the date of environmental clearance and provide a revised estimated date of possession in compliance with the Affordable Housing Policy.

17. The complainant had booked a unit in the Affordable Group Housing project namely Auro Villa, Sector-103, Kadipur, Gurugram, and was allotted Unit No. 148E, Tower-E, vide allotment letter dated 21.01.2022, for a Sale consideration of Rs. 28,18,722/-, out of which the complainant has already paid Rs. 10,04,681/-.
18. As per clause 1(iv) of the Affordable Housing Policy 2013, the due date of possession is to be calculated from the date of grant of Environmental Clearance, or from the date of building plans whichever is later. The date of EC i.e., 30.07.2022, being later and therefore, the due date of possession comes out to be 30.07.2026. It is evident from the above facts that the complainant paid Rs. 10,04,681/- towards the sale consideration against the unit allotted on 21.01.2022.
19. Despite specific directions issued during the proceedings dated 24.01.2025, wherein the respondent was directed not to cancel the unit allotted to the complainant until the next date of hearing, the respondent proceeded to cancel the unit and issued a cancellation letter



on the same day, i.e., 24.01.2025, even after receiving substantial payment from the complainant.

20. The counsel for the respondent states that the order dated 24.01.2025 was not uploaded on the portal on the same day, and that the cancellation was made due to alleged non-payment. However, the complainant was making payments based on the terms indicated in the project brochure, whereas the payment schedule is to be governed by the provisions of the Affordable Housing Policy, 2013, and the terms of the builder buyer agreement (BBA).
21. All the reliefs claimed are being adjudicated jointly. It is observed that there is no delay in the project, as the due date of possession is to be calculated from the date of Environmental Clearance (EC), which was granted on 30.07.2022. Accordingly, the due date of possession is 30.07.2026.
22. During proceeding dated 24.01.2025, the counsel for the respondent stated that brochure is not contractual binding upon the parties, moreover, the payment plan was also annexed with the allotment letter. Further, the payment plan annexed with the allotment letter and BBA are same and identical. The respondent is raising demands as per the payment plan annexed with the allotment letter. As far as raising of demands by the respondent is concerned, clarification dated 02.12.2021 was issued by the Directorate of Town and Country Planning, Haryana which specifically stipulates at query 7 that "*As per amendment dated 16.11.2021, the project has been defined as single license to develop a colony. Therefore, the terms construction linked plan shall mean the construction of a project as defined above for the purpose of charging the instalments from the allottees*". It is observed that the payment plan annexed with the brochure and allotment letter are not

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in consonance with each other which is in violation of section 12 of the Act, 2016.

23. The respondent raised the demands as per the payment plan annexed with the Allotment Letter. However, all demands should have been raised in accordance with the payment plan stipulated in the Builder-Buyer Agreement (BBA) and as per Affordable Housing Policy 2013, Therefore, in view of the above, the cancellation dated 24.01.2025 is bad in the eyes of law and liable to be set aside.
24. The respondent is directed to raise the demand strictly in accordance with the payment plan annexed to the Builder Buyer Agreement (BBA).
25. The respondent is further directed to provide a copy of the Environmental Clearance (EC) to the complainant, in compliance with Section 19(1) of the Real Estate (Regulation and Development) Act, 2016. Section 19(1) of the Act 2016, outlines the rights of the allottee to obtain information relating to sanctioned plans, layout plans, and project specifications. It also entitles the allottee to know the stage-wise time schedule of project completion, including provisions for water, sanitation, electricity, and possession as per the promoter's declaration.
26. The Authority is of the view that the complainant shall make the outstanding payment within six (6) weeks, along with interest as prescribed in the HARERA Rule 2017 for making the delay payments. As per Sections 19(6) and 19(7) of the Act. Subsequent instalments shall be paid as per the agreed terms in the BBA. Meanwhile, the respondent is directed not to cancel the allotment of the complainant and to reinstate the unit. The cancellation letter issued is hereby set aside.

G. Directions of the Authority:

27. 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 cancellation letter dated 24.01.2025 is hereby set aside. The respondent is directed restore the allotted unit of the complainant within a period of 30 days from the date of this order.
 - ii. The complainant shall make the outstanding payment within six (6) weeks, along with any applicable delay penalty as per Sections 19(6) and 19(7) of the Act. Subsequent instalments shall be paid as per the agreed terms in the BBA.
 - iii. The respondent is directed to provide a revised statement of account to the complainant within 15 days from the date of this order.
 - iv. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. The complaint and application, if any, stands disposed of.
30. File be consigned to registry.

HARERA
GURUGRAM
(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.03.2025