

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

**Complaint no.:** 2619 of 2023

**Date of decision:** 22.05.2025

**Tilak Raj Sapra**

R/o: H.No 861/28, Gali No. 12, Jyoti Park Gurugram

**Complainant**

**Versus**

**Chirag Buildtech Private Limited**

**Regd. Office at:** Building No. 80, Sector 44, Gurugram  
122003

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Subhash Grover (Advocate)

Sh. Garvit Gupta (Advocate)

**Complainant**

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details:**

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

S. No.	Particulars	Details
1.	Name of the project	ROF Ananda, Sector-95, Gurugram
2.	Nature of the project	Affordable group housing colony
3.	Project area	16.82 acres
4.	DTCP license no.	17 of 2016 dated 25.10.2016
5.	Registration: registered/ not registered	184 of 2017 dated 14.09.2017.
6.	Allotment letter dated	24.08.2017 [Page no. 29 of compliant]
7.	Unit no.	B-206, 2 <sup>ND</sup> Floor, Tower-B (Page no 45 of complaint)
8.	Area admeasuring	641.71 sq. ft.
9.	Date of booking application form	31.05.2017 (Page no 23 of complaint)
10.	Date of builder buyer agreement	15.10.2021 (Page no 44 of complaint)
11.	Possession clause as per buyer's agreement	7.1 Possession of the said Flat <i>..... the Promoter shall offer the possession of flat to the allottee with a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later.</i> (Emphasis supplied) (Page no 69 of complaint)
12.	EC dated	09.10.2017 (Page no 11 of reply)
13.	Due date of possession	09.04.2022 (calculated from 4 years from the receipt of EC + grace period of 6



		months is being allowed as per HARERA notification where the original completion date, or any extended date, fell on or after March 25, 2020)
14.	Basic sale consideration	Rs.26,58,033/- (Page no 57 of complaint)
15.	Paid up amount	Rs.19,02,556/- [As per page 1 of application for amendment of complaint filed on 08.08.2024 and also admitted by respondent at page 49 of reply]
16.	Reminder/Demand letters/emails dated	07.01.2021, 04.02.2021, 08.03.2021, 19.04.2021, 06.05.2021, 20.05.2021, 05.07.2021, 11.02.2022, 20.10.2022
17.	Occupation certificate	20.02.2022 (Page no. 63 of the reply)
18.	Cancellation letter dated	18.11.2022 (Page no. 69 of the reply)
19.	Publication of cancelled unit dated	17.03.2023 (Page no. 69 of the reply)
20.	Allotment to subsequent allottee dated	13.07.2023 (Page no. 72 of the reply)

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- i. That the complainant herein is Mr. Tilak Raj Sapra S/o Sh. Bihari Lal residence of H. NO. 861/28, Gali No. 12, Jyoti Park, Gurugram -



- ii. In year 2017, the complainant from the reliable sources, came to know that respondent is going to start the construction of the project namely ROF ANANDA in village Dhorka, Sector 95, Gurugram in revenue estate of Distt. Gurgaon, Haryana and is inviting application for booking a unit in the said project.
- iii. That the said project, as claimed by respondent, is on the land measuring 40 Kanal 7 Marla comprising in Khewat/Khata No. 170/144, 171/145, 74/64, 72/62 and 76/66 Rect. No. 10 Killa No. 22, 23, 24/1, 24/2, 25/1 and Rect. No. 15 Killa No. 3/1/1, 3/1/2, 4 situated in the revenue estate of the Village Dhorka, Sector 95, Tehsil and District Gurugram, Haryana.
- iv. That on dated 30.05.2017, the complainant filled the application form i.e. advance registration form, application serial no. 3158 whereby he booked a unit no. B-206, Tower-B, 2<sup>nd</sup> floor measuring carpet area 645.29 Sq. Ft. and balcony area of 86.20 Sq. Ft. for total sale consideration of Rs 26,58,033/- in project "ROF Ananda" situated at village Dhorka, Sector-95, Gurugram. The respondent assured that possession of said Unit No. B-206, shall be delivered to applicant within 4 years from the date of approval of building plan from DTCP i.e. 07.12.2016 and also represented that builder plan has been approved by DTCP meaning thereby possession of said unit no. B-206, was to be delivered on or before dated 06.12.2020. But respondent did not execute the builder buyer agreement, despite several requested made by applicant.
- v. Along with application form, the complainant remitted a registration amount of Rs.1,31,213/- vide cheque no.007296, dated 30.05.2017, drawn on oriental bank of commerce.
- vi. That the respondent issued letter of allotment dated 24.08.2017 vide





which complainant was allotted a residential apartment no. B-206, having carpet area of 645.29 sq. ft, and balcony area of 86.20 sq. ft. in project "ROF Ananda" located at Sector 95, Gurgaon Haryana.

- vii. That the complainant remitted amount of Rs. 5,24,852/- vide RTGS/NEFT. No. UIBR52019030500356135 dated 25.01.2018 drawn on axis bank to the account of respondent.
- viii. That the complainant remitted amount of Rs.3,28,000/- through RTGS vide cheque no. 036997 dated 10.06.2019 drawn on axis bank to the account of respondent.
- ix. That complainant requested the respondent several time to issue the allotment letter and get executed the builder buyer agreement in favour of complainant. But the respondent always lingering the matter by one pretext to others. But the respondent did not get execute the builder buyer agreement in favour of complainant, despite received maximum amount, out of total sale consideration.
- x. That as civil construction work of said tower/project ROF Ananda was only done upto ground floor level and respondent is agent/official stated that two year period more is required to complete construction work and they stated that they were unable to raised/complete the construction of said project, due to financial problem on dated 05.10.2021, the respondent assured that the complainant has to remit the entire remaining amount only when possession of unit will be delivered to complainant by respondent.
- xi. That ultimately on 05.10.2021, builder buyer agreement was executed between the complainant and the respondent and as per clause 7 of the 'possession of the said flat' r/w clause E. of the 'Preliminary', the said flat was due to be delivered on 09.10. 2021. Therefore, as per the terms of the agreement, the possession of the said flat was to be delivered within 4 years from 09.10.2017, i.e. on dated 09.10.2021 to

12



complainant by builder/respondent. But the possession of said unit has not been delivered to complainant till date.

- xii. That the respondent sent the demand letter dated 05.07.2022 whereby respondent demanded the amount of Rs 13,98,680.57/- qua apartment / unit no. B-206, in ROF Ananda situated at Sector 95, Gurgaon Haryana. Thereafter complainant visited the spot/ROF Ananda Project and saw and verified the project that there was no progress at the spot. The complainant requested the respondent to withdraw the said demand letter dated 05.07.2022 in the terms of assurance as respondent have already made assured the complainant that they would not charge remaining sale consideration amount till handing over the possession of said unit in the said project. The respondent again assured the complainant that he does not require to remit/pay the remaining consideration amount qua unit No. B-206, till handing over the physical possession of the said unit.
- xiii. That now respondent orally stating that the BBA/agreement to sell has been cancelled due to non-deposited the remaining sale consideration. The alleged cancellation if any and act of the respondent is illegal, null and void which does not bind upon rights of the complainants. Although the complainant had never received any cancellation letter from the respondent, at any time, till date. That the unit no. B-206, was booked on 30.05.2017 and the huge amount has been already deposited/remitted by the complainant but the respondent did not start the construction over the said project within stipulated period and they did not complete the construction over the said project within stipulated period and complainant has been waiting for his own unit since 6 years and he had already remitted the hard money amount with the respondent with the hope that his dream comes to fulfil.
- xiv. That the complainant is ready to pay the entire remaining sale



consideration amount qua Unit No. B-206, Tower-B, 2<sup>nd</sup> Floor, in project "ROF Ananda" situated at Village Dhorka, Sector-95, Gurugram.

- xv. That the respondent did not hand over physical the possession of the said flat on the due date and even till date on several occasions, the complainant approached the respondent for delivery of possession of the said flat. But respondent kept matter lingering on pretext or another.
- xvi. That as per Haryana Real Estate Regulatory Authority, the project of the respondent has been registered vide registration no. 184 of 2017 on dated 14.09.2017, under the name Affordable Group Housing Colony "ROF Ananda" now it came to know that the said project of the respondent has been declared lapsed by the authority, best reason known to them.
- xvii. That the complainant has invested a huge sum of Rs.12,46,491/- which had been lying with the respondent for six years now because of the delay in the delivery of possession Therefore, the complainant prays for the interest given on the deposit amount since 09.10.2021 till handing over the possession of said unit, due to the delay caused by the respondent and failure of project caused by the respondent. Because complainant would have to be fetched a heavy return on investment if he would have invested this huge amount in another project or elsewhere. The respondent be also directed to deliver the physical possession of said unit to the complainant and the said cancellation letter if any be declared illegal.

**C. Relief sought by the complainant:**

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

- i. Direct the respondent to refund/return the deposited entire principal amount along with interest as per prescribed by authority since the date of deposit the principal amount by complainant till its

ra



realization of the amount.

**D. Reply by the respondent**

5. The respondent has made the following submissions in the reply:

- i. That the respondent is a reputed real estate company having immense goodwill, comprised of law abiding and peace-loving persons and has always believed in satisfaction of its customers. The respondent has developed and delivered prestigious projects and in most of these projects large numbers of families have already shifted after having taken possession.
- ii. That it is submitted that the complainant is a real estate investor who had booked the unit in question with a view to earn quick profit in a short span of time. However, it appears that his calculations went wrong on account of severe slump in the real estate market and the complainant now wants to somehow illegally extract benefits from the respondent. Such malafide tactics of the complainant cannot be allowed to succeed.
- iii. That the respondent is the sole, absolute and lawful owner of the land parcel situated in the revenue estate of Village Dhorka, Sector 95, Tehsil and District Gurugram, Haryana. The respondent had obtained the approval/sanction to develop a project known as 'ROF Ananda' from the Director Town and Country Planning, Haryana, Chandigarh vide approval bearing license no. 17 of 2016 dated 25.10.2016 under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 read with the Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide the Town and Country Planning Department notification dated 19.08.2013 as amended from time to time.

*Handwritten signature*





- iv. That the respondent had obtained the approval on the building plans from DTCP vide letter bearing Memo no. ZP-1133/SD(BS)/2016/26738 dated 07.12.2016 and the environment clearance bearing no. SEIAA/HR/2017/659 dated 09.10.2017 from the State Environment Assessment Authority, Haryana for the project in question. Moreover, the respondent in compliance of all laws including Real Estate (Regulation and Development) Act, 2016 has registered the project in question with this Hon'ble Authority and this Hon'ble Authority after scrutiny of all the relevant documents and completing its own due diligence has issued a registration certificate bearing no. 184 of 2017.
- v. That the complainant, after checking the veracity of the said project had applied for allotment of an apartment vide his booking application form. The complainant agreed to be bound by the terms and conditions of booking application form. The complainant was aware and had admitted and accepted vide the said booking application form that he by the way of said application form had applied in the said project under the Affordable Group Housing colony being developed by the respondent under the Affordable scheme policy and had understood all the limitations and obligations after being provided with all the information and clarifications. The complainant was aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the said policy and only after being completely satisfied about the same, had made the booking with the respondent. The complainant at the time of submitting the booking application form had made the payment towards 5% amount of the total cost of the unit as per the Affordable Scheme Policy, 2013.
- vi. That the first draw was conducted on 23.08.2017 and the unit was allotted to the complainant via intimation letter dated 24.08.2017. The

12





complainant was allotted an apartment no. B-206 having carpet area of 645.29 square feet and balcony area of 86.20 sq. ft.

- vii. That the respondent vide the said letter dated 24.08.2017 which was equivalent to an allotment letter being issued demanded the next 25% payment demand with an additional demand of 12.5% the total cost of the flat strictly as per clause 5(iii)(b) and clause 5(iii)(k) of the said policy.
- viii. That the respondent raised the payment demands as per the payment plan and as per the Affordable Housing Policy, 2013 as and when the said payments became due. The complainant has been a regular defaulter and had delayed the payments and the respondent had to remind the complainant time and again through several modes to make the said payments. The respondent vide email dated 07.01.2021 reminded the complainant that an amount of Rs 5,77,681/- has been due and the respondent had sent several other reminders prior to the said email reminding the complainant of the said due payment.
- ix. That the respondent strictly as per the terms of the allotment and policy, on 04.02.2021 sent a demand letter to the complainant wherein a net payable amount of Rs. 9,15,262/- were to be paid by the complainant till 23.02.2021. The complainant miserably failed to deposit the said amount and clear out the dues within time. The respondent on the lapse of due date to remit the dues reminded the complainant to make the said payment vide mail dated 08.03.2021. Further vide mail dated 19.04.2021, the respondent again reminded the complainant to remit the dues at the earliest. It is pertinent to mention here that the respondent vide the said email also intimated the complainant that the interest is charging on the delay payment.
- x. That the complainant despite several efforts of the respondent to reach out to him and after several reminders failed to remit the dues.





The respondent despite the failed efforts, again reminded the complainant to make the payments as per the demand letters and accordingly issued a reminder letter dated 06.05.2021 further reminding the complainant that a payment of Rs 11,73,061/- is yet to be made by the complainant. It is pertinent to mention here that yet again the effort of the respondent went in vain as the complainant failed to pay any heed to the payment demands raised by the respondent strictly as per the payment plan and the Affordable Housing Policy, 2013.

- xi. That the respondent vide demand letter dated 20.05.2021 raised the payment demand of Rs 11,78,326/- which has been due since 23.02.2021 and the complainant had failed to remit the said due payment. The respondent was constrained to send an email dated 20.05.2021 and to further remind the complainant that a payment demand has been due and despite numerous reminders the same has not been paid by them. It is pertinent to mention here that the respondent had through several mails as already attached prior to the present mail and through several telephonic calls has reminded the complainant of the due payment but to no avail. Moreover, despite the present mail and demand letter, the complainant did not pay the aforesaid dues.
- xii. That the respondent despite the failed efforts to get the payment demands paid by the complainant continued to send the reminders and accordingly, a demand letter dated 05.07.2021 was sent by the respondent demanding the unpaid dues of Rs 11,95,627/- which the complainant had miserably failed to remit. The respondent subsequently sent another reminder letter dated 05.07.2021 intimating the complainant of the due payment of the aforesaid amount. It is pertinent to mention here that the complainant despite



the numerous reminder letters did not even come forward or replied to any of the mails sent by the respondent. The respondent in the best interest of the complainant reminded the complainant of the dues and the reminder vide email dated 05.07.2021.

- xiii. That on the basis of the application, an agreement was sent by the respondent to the complainant. The complainant signed the agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the said agreement. The complainant at the time of execution of the said agreement categorically assured the respondent that the payment dues would be paid by the complainant on time and there would be no further defaults by the complainant. The respondent after being assured by the said promise executed the said agreement.
- xiv. That vide reminder letter dated 11.02.2022 and vide email dated 11.02.2022, the respondent had yet again, reminded the complainant of the previous dues of Rs 12,78,755/-. However, the complainant in continuation of his defaults failed to remit the said demand.
- xv. That the respondent completed the construction of the tower in which the unit allotted to the complainant was located and obtained the occupation certificate well within the time period. The complainant was required to make complete payment towards the due amount as well as to complete the documentation formalities before the possession could be offered to the complainant.
- xvi. That the complainant failed to remit the due amount and the respondent was once again constrained to issue the final opportunity letter dated 20.10.2022 and mail dated 20.10.2022 to the complainant demanding the due amount.

12



- xvii. The complainant was aware that as per clauses 1.4 and 2.2 and 5.1 of the agreement, timely payment of the instalment amount was the essence of the allotment. It was understood vide clause 1.13 of the agreement and as per clause 5(iii)(i) of the affordable scheme policy, 2013, that if the allottee fails to make the payment towards the demanded amount, then the respondent would be entitled to terminate the allotment by issuing the cancellation letter. On account of defaults committed by the complainant, the respondent was left with no other choice but to terminate the allotment of the complainant by issuing the cancellation letter dated 18.11.2022 with the full and final settlement of the account against the unit no. B-206 and accordingly requested the complainant to visit the office of the respondent and collect the balance dues, if any. Therefore, the complainant is now left with no right, title or lien in the unit after the said cancellation. The said cancellation has been done by the respondent strictly as per the agreement and the said policy and the same is valid in the eyes of law. Furthermore, the respondent has already created third party rights over the said unit by allotting it to a third party on 13.07.2023. The said reallocation has been done after following the due process of law including newspaper publications.
- xviii. That the cancellation of the allotment has been done not only in accordance with the provisions of the agreement but also as per the law laid down in Real Estate (Regulation and Development) Act, 2016 and the Affordable Housing Scheme Policy, 2013 notified by State government of Haryana. In the present case, the agreement of sale is as per the agreement which was submitted by the complainant at the time of registration of the project with this Hon'ble Authority. Therefore, the said act of cancellation of the allotment has been done keeping in mind the legality and provisions of the Real Estate



(Regulation and Development) Act, 2016. Thus, the cancellation done by the complainant is as per law and is to upheld by this Hon'ble Authority. No illegality of any nature whatsoever has been committed by the complainant in doing so.

- xix. That moreover, it is pertinent to mention herein that the respondent has throughout acted strictly as per the terms of the allotment, rules, regulations, law and the directions issued by the concerned authorities.
- xx. It is thus, a classic case of an allottee claiming premium of his own defaults, laches and wrongs and the respondent cannot be made to suffer on account of the same. The complainant is a real estate investor who had made the booking with the complainant in order to make profit in a short span of time. However, on account of slump in the real estate market, his calculations went wrong and he was not possessed with sufficient funds to honour his commitments. On account of delay and default on the part of complainant, it is the respondent who has been made to suffer. The complainant and such like investors cannot be allowed to play with the future and interest of other genuine allottees who have invested their life-savings with the respondent.
- xxi. That although, moreover, it is pertinent to mention herein that the respondent has throughout acted strictly as per the terms of the allotment, rules, regulations, law and the directions issued by the concerned authorities.

**E. Jurisdiction of the Authority:**

6. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.1 Territorial jurisdiction**



7. 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**

8. 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;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.*

9. 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 complainant at a later stage.
10. Further, the Authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*" SCC Online SC 1044 decided on 11.11.2021 and followed in *M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No.*



**13005 of 2020 decided on 12.05.2022** wherein it has been laid down as under:

*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act, if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

11. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra), the Authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by him.

**F. Findings on relief sought by the complainant:**

**F.I Direct the respondent to refund/return the deposited entire principal amount along with interest as per prescribed by authority since the date of deposit the principal amount by complainant till its realization of the amount.**

12. The complainant applied for the allotment in the affordable housing project i.e., "ROF Ananda" located in sector-95, Gurugram being developed by the respondent i.e., Chirag Buildtech Private Limited. The respondent issued an allotment letter dated 24.08.2017 in favor of the complainant and thereby intimated to the complainant about the allotment of unit no. B-206, 2<sup>nd</sup> floor, Tower-B in the project of the



respondent at the sale consideration of Rs. 26,58,033/-. The complainant has paid a sum of Rs. 19,02,556/- towards the subject unit. The possession of the unit was to be offered within 4 years from the date of environment clearance (09.10.2017) + grace period of 6 months is being allowed as per HARERA notification where the original completion date, or any extended date, fell on or after March 25, 2020, which comes out to be 09.04.2022.

13. Upon careful examination of the documents and submissions provided by the complainant, it is evident that the allotment of the subject unit was cancelled by the Respondent on 18.11.2022 due to non-payment. The respondent, through a letter dated 20th October 2022, granted a final opportunity to the complainant to remit the outstanding amount. Despite this, the complainant failed to comply, leading to the subsequent cancellation of the allotted unit.
14. The Authority observes that, pursuant to the final opportunity letter dated 20.10.2022, the complainant was duly notified and required to remit an amount of Rs. 14,41,688/- on or before 27.10.2022. The complainant, however, failed to make the requisite payment within the stipulated time frame. Furthermore, the respondent has duly complied with the procedural requirement of publishing the due notice in a daily newspaper. Consequently, the respondent has adhered to the prescribed procedure as set forth in Clause 5(iii)(i) of the Policy of 2013. Therefore, the cancellation of the complainant's unit is in accordance with the terms of the policy and is hereby deemed valid.
15. Upon perusal of the documents, it has been observed that the complainant filed an application dated 08.08.2024 seeking an amendment in the relief originally prayed for. In the initial complaint, the complainant sought delay possession charges and possession of the unit.

*12*



16. Considering the facts and circumstances of the present case, the Authority concludes that the unit was terminated due to the default of the allottee, specifically for non-payment of the outstanding dues. Despite several reminders and demand letters issued by the respondent for clearance of the dues, the complainant failed to remit the same in accordance with the payment plan agreed upon during the execution of the buyer's agreement. Additionally, it is noted that third-party rights were created with respect to the unit on 13.07.2023.
17. In light of these findings, the cancellation of the allotment on 18.11.2022 is deemed valid. However, as the complainant has expressed the desire to withdraw from the project and seeks a refund of the entire amount paid, along with interest, the Authority finds merit in this request.
18. Therefore, the application dated 08.08.2024 is hereby allowed, and the complainant is entitled to a refund of the paid-up amount, along with applicable interest, subject to the terms and conditions outlined in the buyer's agreement and affordable housing policy.
19. Since the cancellation of the unit by the respondent was done after commencement of construction, hence the respondent is entitled to forfeit amount in accordance with as per the clause 5 (iii)(h) of the Affordable Housing Policy. The date of commencement of project has been defined under clause 1 (iv) to mean the date of approval of building plan or grant of environmental clearance, whichever is later. In the instant case, the date of grant of environment clearance is 09.10.2017 and hence, the same would be considered as date of commencement of project.
20. Thus, the Authority is of the view that the complainant is entitled to his right under section 18(1)(b) read with 19(4) to claim the refund of amount paid after statutory deductions along with interest at prescribed rate on such balance amount from the promoter. The counsel for the respondent vide proceedings dated 22.05.2025 contended that while issuing cancellation letter, the complainant was asked to collect the



balance dues and hence, the interest may not be allowed on refundable amount. However, neither any copy of the cheque is attached nor any details of the refundable amount has been specified in said letter and hence, the plea of not allowing interest from the date of cancellation is declined. Accordingly, the allottee is entitled for refund of the paid-up amount of Rs.19,02,566/- after deduction Rs. 25,000/- along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount.

**G. Directions of the authority:**

21. 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 promoter as per the function entrusted to the authority under section 34(f):
  - i. The respondent/promoter is directed to refund the paid-up amount after deducting Rs. 25,000/- as per clause 5(iii)(b) of the affordable housing policy, 2013, along with prescribed rate of interest i.e., @11.10% p.a. as prescribed under rule 15 of the rules, 2017 on such balance amount from the date of cancellation of the unit i.e. 18.11.2022 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.
22. Complaint stands disposed of.
23. File be consigned to registry.

**Dated: 22.05.2025**

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