

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

**Complaint no. :** 4848 of 2022  
**Complaint filed on:** 08.07.2022  
**Order pronounced on:** 14.08.2025

**Satya Prakash**

R/o: B-166, New Palam Vihar, Phase -I,  
Gurugram, Haryana

**Complainant****Versus****1. M/s Agrante Developers Private Limited**

**Regd. Office:** 522,523,524 DLF Tower- A, Jasola,  
Near Apollo Hospital, New Delhi-110025

**Corporate Office:** Unit no.122, 1<sup>st</sup> Floor,  
Suncity Trade Tower, Sector-21, Gurugram, Haryana

**2. GIC Housing Finance Limited**

**Regd. Office:** 6<sup>th</sup> Floor, Universal Insurance Building, Jamshedji  
Road, Churchgate, Mumbai-400020

**Respondents****CORAM:**

Shri Vijay Kumar Goyal

**Member****APPEARANCE:**

Shri Kumar Shivam (Advocate)

**Complainant**

Shri Tarun Biswas (Advocate)

**Respondent No. 1**

None

**Respondent No. 2****ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and

regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

**A. Project and unit related details:**

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

S. N.	Particulars	Details
1.	Name of the project	"Kavyam", Sector- 108, Gurgaon
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	5 acres
	Licensed area	31.11.2022
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.	TA5-1003, 10 <sup>th</sup> floor, tower A5 [Page no. 30 of the complaint]
6.	Unit area admeasuring	512.50 sq. ft. [Page no. 30 of the complaint]
7.	Application dated	26.04.2019 [Page no. 30 of the complaint]
8.	Allotment letter	01.07.2019 [Page no. 17 of the complaint]



9.	Date of execution of buyer's agreement	26.12.2019 [Page no. 23 of the complaint]
10.	Total sale consideration	Rs.19,95,000/- (As per mentioned in the buyer's agreement at page 33 of the complaint)
11.	Amount paid by the complainant	Rs. 4,55,763/- [As per SOA at page 31 of reply]
12.	Possession clause	<p><b>7.1 Schedule for possession of the said Apartment</b></p> <p><i>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 four years from the starts of construction, unless there is delay or failure due to Court Order, Government Policy / guidelines, decisions, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.</i></p> <p>[Page 40 of complaint]</p>
13.	Possession clause as per Affordable Housing Policy, 2013	<p><b>1 (iv)</b></p> <p><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</i></p>

		<i>commencement of project* for the purpose of the policy.</i>
15.	Building plan approved on	06.07.2018 [As per project details]
16.	Environment clearance	20.08.2019 [pg. 18 of reply]
17.	Due date of possession	20.08.2023 [calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later]
18.	Tripartite Agreement dated	26.12.2013 [Page no.109 of complaint]
19.	Reminder letters	06.01.2020, 01.07.2020, 11.01.2021 (Page no. 34 of reply)
20.	Pre cancellation letter	29.01.2021 (Page no. 34 of reply)
21.	Termination/ cancellation letter	20.02.2021 (Page no. 35 of reply)
22.	Occupation certificate	Not obtained
23.	Offer of possession	Not offered

### B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -
  - a. That the instant complaint is being filed against the respondent developer ventilating his grievance qua apartment/unit TA5-1003, under affordable housing policy, 2013 floated by the government of Haryana dated 19.08.2013 developed by the respondent. The



Complainant had purchased the aforesaid property/apartment/unit under a subvention scheme by taking loan from the bank. The respondent had issued allotment letter in respect of the apartment unit on 01.07.2019.

- b. The complainant i.e., allottee per allotment letter had purchased entire flat/unit for the total sale consideration of Rs. 22,00,000/- out of which at the time of booking and before disbursal of loan, the allottee had paid Rs. 5,25,500/- towards the obligation to confirm the booking of the unit/flat. Along with the same, the complainant had made several payments dated 27.12.2019 & 28.12.2019 to the respondent towards the obligation to confirm the booking of the unit/flat for which the complainant was duly provided the payment receipts.
- c. In regard to establishing the fact that the complainant herein is the sole and exclusive owner of the apartment/unit, and the allottee had availed loan facility of Rs. 17,00,000/- from General Insurance Bank (GIC) under a tripartite agreement dated 26.12.2019. That under the subvention scheme, the monthly EMI for the aforesaid loan is Rs. 17,804/- for a period of 180 monthly instalments.
- d. The complainant respectfully submits that consequent upon payment before availing loan facility and upon disbursal of aforementioned loan amount, the subvention scheme read with tripartite agreement sets out certain obligations which are to be followed by the parties involved, including the respondent project proponent.
- e. The obligation of the complainant is to have the monthly instalments deducted from his account by the bank/GIC towards repayment of loan. Similarly, under clause 2 an obligation is casted upon the respondent to

apprise or inform the bank of regular progress concerning completion of the project.

- f. The complainant submits that in response to such undated letter informing cancellation therein, had written a mail to the respondent builder on 28.09.2021 highlighting illegal and fraudulent practices adopted by the respondent builder. The Complainant in the said letter/email also addressed that under the subvention agreement/scheme of the aforesaid loan, it is only the GIC officials which will disburse the loan/EMI to the respondent builder.
- g. The complainant most respectfully submits that under the tripartite agreement, GIC is under an obligation to disburse payment to the respondent. However, that payment is subject to the status and delivery of the project. The communication dated 27.09.2021 highlighting an undated paper, the respondent in a brazen attempt to suppress the rights of the allottee had put up an advertisement seeking potential buyers for proposed cancelation of units. The said cancellation is illegal and against the obligations set out in the agreement. This is another brazen attempt to extract money from the allottee.
- h. The respondent has developer issued undated letter/communication dated 27.09.2021 whereby he proposes to cancel the unit if payment is not made with-in due time. The said letter stands in derogation to the tripartite agreement and subvention scheme entered into between the parties. The aforesaid letter misconstruing is an attempt to put the complainant under financial duress in order to reap maximum financial gains.



- i. The insurmountable delay caused towards handing over possession to the allottee/complainant is a concern due to which the complainant has faced a huge financial burden, as the project has not made any progress and seeing such, GIC has taken a step to not disburse any money to the respondent developer. Such attempt of cancelling the unit without any fault of the allottee is unjust, arbitrary and runs down the principles of fair play under the Contract.
- j. That without prejudice to the forgoing, the complainant humbly submits that the clauses misconstrued by the developer in order to put duress on the complainant/allottee by twisting the terms of the contract, is highly nefarious of his designs to reap the financial benefits and to hide his obligations which he ought to be performed for completion of the project.

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

4. The complainant has sought following relief(s):
  - a. Direct the respondent to revoke cancellation of the letter dated 20.02.2021 issued by the respondent builder.
5. On the date of hearing, the authority explained to the respondent / promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds:
  - i. That the complainant has malafidely filed the present complaint with the objective to arm twist the respondent and to treat the complainant above law neglecting the applicable rules and policy. The complainant has

concealed vital material facts and circumstance for mis leading this Hon'ble Authority.

- ii. That an Affordable Housing Project i.e., "KAVVYAM" ("Project") under the Pradhan Mantri Awas Yojna is being constructed with full vigour and without any delay at Sector 108, Village Dharampur, Gurugram, Haryana. The respondent has no hesitation to state on record that the said project is duly registered with Hon'ble Real Estate Authority Haryana having RERA Registration No RC/REP/HARERA/GGM/2018/23 and is being constantly regulated as per its applicable rules and compliances. Further, it is relevant to apprise this Hon'ble Authority that the project being built under the guidelines of Affordable Housing Policy as amended till date issued by Director Town and Country Planning (Government of Haryana) and thus the respondent as well the allottee are bound by it.
- iii. The complainant had applied vide application no. 2530 dated 24.06.2019 and his application was successful in the first draw and unit no. TA5-1003 was allotted to him subject to payment clearance. The allotment/demand letter dated 01.07.2019 was issued regarding the allotment of the flat no. TA5-1003, 2 BHK Type-1 having a carpet area 512.50 sq. ft. and balcony area 130.30 sq. ft. and requested to deposit an amount of Rs. 4,24,200/- within 15 days i.e., 01.07.2019.
- iv. The complainant paid an amount of Rs. 1,05,758/- dated 24.06.2019 'at the time of submission' of the application form as a booking amount. as per the payment schedule and allotment letter dated 01.07.2019, the complainant had to pay 2nd instalment of Rs. 4,24,200/- within 15 days. However, the complainant has failed to pay due instalment on time. The respondent received a further sum of Rs 3,49,713 out of which GIC had



disbursed an amount of Rs 3,00,000/- and the balance was made by the allottees jointly. It is submitted that even then a deficit of Rs 74,487 was outstanding towards the second instalment.

- v. As per the payment plan, the complainant had to pay 3<sup>rd</sup> due instalment of Rs. 2,65,125/- within 6 months i.e., before or on 06.01.2020 and accordingly the respondent raised a demand letter towards pay 3<sup>rd</sup> due instalment, however the complainant neither paid a single penny nor responded to the demand letter or reminder letter. Thereafter, the respondent raised demand letter for 4<sup>th</sup> instalment and on 11.01.2021 the respondent raised demand letter for 5<sup>th</sup> instalment of Rs. 2,65,125/- respectively along with pervious due instalments and interest. The respondent issued several demand letters and reminder letters but the complainant failed to due instalment and ultimately on 29.01.2021, the respondent issued pre-cancellation notice and final opportunity.
- vi. The respondent gave sufficient time and opportunity to the complainant to clear the due instalments and also issued multiple demand notices and reminder letters dated 01.07.2019, 02.08.2019, 11.01.2021, 29.01.2021 to the complainant for clearing the dues timely. Even after granting sufficient time and opportunity to the complainant, the complainant miserably failed in depositing the outstanding instalment amount. The respondent after raising multiple demand notices also issued a pre cancellation notice dated 29.01.2021 whereby the complainant was apprised that a final opportunity is being given to the complainant to retain the said unit by depositing entire due amount along with the interest within 15 days, failing which the said unit allotted shall be cancelled/terminated without any further notice as per the policy.

- vii. The complainant even after receiving the pre-cancellation notice did not deposit the due amount in the given time and did not even revert to the letter received by his. The respondent finally issued a termination and letter of the unit no. TD-114, "Kavyam", Gurugram, Haryana dated 20.02.2021.
- viii. The complainant is one such allottee who was allotted the subject matter unit in the 1 draw held on 24.05.2019. The timelines as applicable on the complainant was communicated and agreed by. The respondent after receiving the booking amount towards allotment issued demands in alignment with the stage of construction. The complainant has unnecessarily without understanding the scope and spirit of the affordable policy guidelines refrained from meeting the demands. The respondent is under the mandate of the affordable housing policy to deliver possession of the project within a period of 4 years from the date of receipt of environmental clearance of the project. The time of cancellation of flats determines the percentage of statutory deductions leviable on the booking amount before refund is processed as per the affordable housing policy guidelines as amended till date.
- ix. The respondent had always been ready and willing to refund the money of the complainant. Therefore, in addition to deduction of INR 25,250/- as per the affordable housing policy in case of surrender/cancellation/termination an amount equivalent to 3% of the total cost of the flat falling under the column (cc) as the surrender was made after lapse of more than one year, shall be deducted from the amounts paid by the complainant. The respondent is ready to pay the computed amount after statutory deduction.



- x. As per the strict policy of affordable housing policy, when the unit cancelled of the allottee, the said unit will be re-allotted to other candidates who are waiting in the waiting list. The unit of the complainant has already allotted to another candidate. Therefore, the complainant is only entitled for refund after statutory deduction.
- xi. The complainant intentionally and deliberately manipulating dates of agreements and mentioning wrong annexures. The complainant is misleading this Hon'ble authority by stating that the tripartite agreement is dated 26.12.2019, however it is dated 14.02.2020. The complainant is making all cooked up story just to escape from his liability. It is nowhere mentioned that respondent has to apprise/inform the bank of regular progress concerning completion of project. The complainant is subject to strict proof of the same to apprise the clause of the agreement casting such obligations on the respondent. The averment of the complainant in complaint that GIC officials informed the complainant that payment has not been done to the respondent owing to progress is false and a bundle of lies. The complainant has merely cooked up a story because upon careful perusal of the tripartite agreement it would be clear that the terms are contrary to what the complainant states in the complaint. As per clause 3 of tripartite agreement, it is clearly mentioned that GIC is not responsible for any payment schedule, delay, or omission in disbursements in pursuance to the demand raised by the builder upon borrower. The borrower shall only be responsible to follow up with bank to make disbursement on his behalf to the builder.
- xii. As per clause 9.3(ii) of agreement to sale, it is clearly mentioned that if any default made by allottee and continues for a period beyond 90 days'

notice from the promoter in this regard, the promoter shall cancel the allotment of the apartment. Accordingly, it is wrong to suggest that respondent illegally cancelled the unit. The respondent has right to cancel unit if allottee fails on payment. Further, the respondent had complied with all the necessary steps for cancellation under Affordable Housing Policy, 2013 Haryana.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submission made by the parties as well as the written submission of the complainant.

**E. Jurisdiction of the authority**

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

**E. I Territorial jurisdiction**

9. 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**

10. 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) The promoter shall-**

*(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.*

11. 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.
12. 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. 2021-2022(1) RCR (Civil), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** and 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*

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*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."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Findings on the relief sought by the complainants.**

**F.1 Direct the respondent to revoke cancellation of the letter dated 20.02.2021 issued by the respondent builder.**

14. The complainant was allotted a unit no. TA5-1003 on 10<sup>th</sup> floor, in tower/block- A5, in the project "Kavyam Affordable Housing" by the respondent/builder for a total consideration of Rs.19,95,000/- under the Affordable Group Housing Policy 2013. Buyer's agreement was executed between the parties on 26.12.2019. The possession of the unit was to be offered with 4 years from approval of building plans or from the date of environment clearance (20.08.2019) whichever is later. The due date of possession was calculated from date of approval of environment clearance i.e., 20.08.2019, as per policy, of 2013. The complainant paid a sum of Rs. 4,55,763/- out of the total sale considerations.
15. The respondent has issued various reminder cum demand letters to the complainant and requested to pay the outstanding dues but the complainant has failed to pay the same. Due to non-payment of the



outstanding dues, the respondent has cancelled the unit vide letter dated 20.02.2021.

16. The respondent submitted that the complainant is a defaulter and has failed to make payment as per the agreed payment plan. Various reminders and final opportunities were given to the complainant and thereafter the unit was cancelled vide letter dated 11.11.2022. Accordingly, the complainants failed to abide by the terms of the agreement to sell executed inter-se parties by defaulting in making payments in a time bound manner as per payment schedule.

Now, the question before the authority is whether this cancellation is valid or not?

17. It is observed from the statement of account annexed at page 31 of the respondent's reply that the complainant has paid a total amount of Rs. 4,55,763/- towards the total sale consideration of Rs. 19,95,000/-. Although the complainant has claimed, during the proceedings dated 14.07.2025, that a total amount of Rs. 4,96,927/- was paid and also submitted a bifurcation of the said payments in tabular form, no supporting documentary evidence or verified statement of account has been placed on record to substantiate this claim. Accordingly, the payment of Rs. 4,55,763/- as reflected in the SOA shall be considered as the amount paid by the complainant.

18. As per section 19(6) & 19(7) of Act of 2016, the allottee is under obligation to make payments towards consideration of allotted unit. The respondent after giving reminders dated 01.07.2019, 02.08.2019, 11.01.2021 and final reminder on 29.01.2021 for making payment for outstanding dues as per payment plan. Despite issuance of aforesaid

numerous reminders, the complainant has failed to take possession and clearing the outstanding dues. The respondent has given sufficient opportunity to the complainant before proceeding with termination of allotted unit. Thereafter, the respondent issued final notice dated 11.11.2022, and the relevant proportion of the said notice is reproduced as under:-

*xxxx.... Whereas after allotment of said unit to you. We have raised demand for due amount as per pre decided payment terms and as per affordable housing policy of Govt. of Haryana, and subsequently issued several reminders and also made various telephonic communications to deposit due amount against the said unit.*

*However, this overdue amount still remains unpaid despite serving various notices as mentioned and also our various telephonic communications with you.*

*In view of above we hereby giving you this last and final opportunity to retain the said unit by depositing entire due amount along with interest within 15 days from this letter, failing which the said unit allotted to you shall be cancelled/ terminated without any further notice as per Policy.*

19. As per clause 9.3(ii) of the buyer's agreement, the respondent/promoter has a right to cancel the unit in case the allottee has breached the agreement to sell executed between both the parties. Clause 9.3(ii) of the agreement to sell is reproduced as under for a ready reference:

*In case of Default by Allottee under the condition listed above continues for a period beyond 90 days' notice from the promoter in this regard, the Promoter shall cancel the allotment of the Apartment along with parking (If Applicable)) in favour of the Allottee and refund the amount money paid to him by the allottee by forfeiting the booking amount and the interest component on delay payment. The rate of interest payable by the allottee to the promoter shall be the State of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 days of such cancellation. On such default the Agreement and any liability of the promoter arising out of the same, shall thereupon stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least 30 (Thirty) days prior to such termination.*

20. As per the possession clause the possession of the unit was to be offered within 4 years from the date of approval of building plans (06.07.2018)



or from the date of environment clearance (20.08.2019), whichever is later. Therefore, the due date comes is calculated from 20.08.2019 being later and hence, the due date comes out to **20.08.2023**.

21. In line with the aforesaid facts, the documents and submissions placed on record, the main question which arises before the authority for the purpose of adjudication is that "whether the said cancellation is a valid in the eyes of law?"
22. 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 instalments 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 instalments 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.*

23. The respondent company has issued demand cum reminder letters dated 01.07.2019, 02.08.2019, 11.01.2021, and final reminder on 29.01.2021. However, on failure of the complainant to make payment of the outstanding dues, the respondent was constrained to issue notice for cancellation of unit after publishing a list of defaulters in the daily Hindi newspaper on 02.03.2021.
24. As per clause 5(iii)(b) of the Policy of 2013, the allottee/applicant is under obligation to deposit the 25% amount of the sale consideration of the unit till allotment. However, in the present case, the agreement to sell was executed inter-se the parties on 26.12.2019, and the



complainant/allottee has paid an amount of Rs.4,55,763/- which constitutes only 26% of the total sale consideration. Accordingly, the respondent /builder issued numerous reminders and final reminder to the complainant. Thereafter, the respondent was constrained to issue notice for cancellation of unit after publishing a list of defaulters in the daily Hindi newspaper on 02.03.2021. 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 20.02.2021 is held to be valid.

25. As per clause 5(iii)(i) of the Affordable Housing Policy of 2013, in case of cancellation the respondent can deduct the amount of Rs.25,000/- only and the balance amount shall be refunded back to the complainant. Till date no amount has been refunded back by the respondent-builder to the complainant/allottee. In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Policy 2013 along with interest from date of cancellation of allotment i.e., 20.02.2021 till the actual realization of the amount.

**G. Directions of the Authority:**

26. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:
- The respondent is directed to refund the paid-up amount of Rs. 4,55,763/- after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 as amended by the State Government





on 05.07.2019, along with interest @10.85% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of allotment i.e., 20.02.2021 till the actual realization of the amount.

- ii. Out of total amount paid by the financial institution/ GIC Housing Finance Ltd. be refunded first in the account of bank and the balance amount along with interest if any shall be refunded to the complainant.
  - iii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
27. The complaint stand disposed of.
28. File be consigned to registry.

**(Vijay Kumar Goyal)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.08.2025