

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

**Complaint no.:** 238 of 2025  
**Date of filing :** 24.01.2025  
**Date of decision :** 12.08.2025

**Anu Khatri**

**R/o:** WA-21C DLF Almeda, Sector 73, Gurugram

**Complainant**

**Versus**

M/s Ambience Projects & Infrastructure Private  
Limited

**Regd. office:** L-4, Green Park Extension, New Delhi

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Ashok Sangwan

**Chairperson  
Member**

**APPEARANCE:**

Shri. Harshit Batra (Advocate)  
Shri. Arjun Bhatnagar (Advocate)

**Complainant  
Respondent**

**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 to the allottees as per the agreement for sale executed inter-se them.
- A. Unit and Project related details:**
2. The particulars of the project, the details of 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Ambience Creacions", Sector-22, Gurugram, Haryana.
2.	Nature of project	Residential
3.	DTCP License no.	Licence No. 48 of 2012 dated 12.05.2012
4.	RERA registered	Registered 318 of 2017 dated 17.10.2017
5.	Unit no.	B-704, Tower-B, 7 <sup>th</sup> Floor (As on page 29 & 30 of complaint)
7.	Unit area	1860 sq. ft. [Super area] (As on page 30 of complaint)
8.	Allotment letter in favour of original allottee	02.03.2019 (as on page 20 of complaint)
8.	Date of execution of Apartment buyer's agreement with original allottee	18.02.2021  (As on page 27 of complaint)
9.	Date of endorsement	11.02.2023 [pg. 64 of complaint]
10.	Possession clause	<b>Clause 7. Schedule of Possession of the said unit</b> <i>The company assures to hand over possession of the unit along with parking as per agreed terms and conditions on or before 31.03.2022, however upon receiving the entire payment of sale price and other charges as per this agreement unless there is delay due to 'force majeure'.</i> <b>(As on page 42 of complaint)</b>
11.	Due date of possession	31.03.2022 (As per agreement dated 18.02.2021)
12.	Total sales consideration	Rs.1,49,29,830/- (As on page 63 of complaint)
13.	Amount paid by the complainants	Rs.1,49,74,691/- (as alleged by complainant on page 16 of complaint)
14.	Offer of possession	12.01.2024 [pg. 89 of complaint]
15.	Occupation certificate	22.12.2023
16.	Cancellation letter	25.01.2025 [pg. 17 of reply]

## B. Facts of the complaint

3. The complainant has made the following submissions: -
- a. That, in the year 2018, the respondent herein proposed to develop a residential project namely 'Ambience Creacions' situated at Sector-22, Gurugram. The said residential group housing colony with ancillary uses was developed by respondent vide license bearing no. 28/2012 dated 12/05/2012, issued by the DGTCP.
  - b. That, on such presentation of proposals/claims by the respondent, initially the mother of the complainant namely Ms. Shakuntla Khatri had applied for a flat, and paid a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only) vide cheque bearing no. 000009 dated 10/09/2018, which was acknowledged by respondent vide receipt no. 214 dated 18/09/2019, and thereafter, the complainant was allotted a tentative unit no. A1-704 in project named above in para no.4 vide letter dated 20th December, 2018.
  - c. After the issuance of letter for provisional allotment respondent on in 2019, raised another demand for payment of Rs. 9,00,000 (Rupees Nine Lakhs Only), which was paid by the mother of the complainant acknowledged by respondent vide receipt dated 18/01/2019 as earnest money/installment and on dated 02/03/2019 a provisional allotment letter was issued by respondent, with the summary of total cost of apartment allotted.
  - d. Thereafter, the respondent again sent a letter, dated 05/12/2019, addressed to mother of complainant, stating that the block name i.e. A1 is changed to Block-B, with a calculation of the price of unit provisionally allotted. It is worthwhile to mention here that on 02/01/2020 respondent sent a letter addressed in the name of mother of complainant had attached an "Apartment Buyer Agreement" and "Allotment Letter".



- e. Subsequent thereto, the said Apartment Buyer Agreement was duly signed by mother of complainant and respondent, in furtherance to execution an endorsement of dated 11/02/2023 was also on Apartment Buyer Agreement. However, later in the month of February, 2023 as further payment were to be made after taking loan from bank, and as the mother of complainant is a house-wife, therefore, the loan formalities cannot be proceeded further, therefore, the respondent was asked to transfer the allotment in the name of complainant, which was adhered to and endorsement on the Apartment Buyer Agreement in the name of the complainant was done on 24.02.2023.
- f. It is however, not opted to mention here that the complainant at that time was residing in J-42, DLF The Primus, Sector-82A, Gurugram, Haryana-122001, which was a rented accommodation. That on 12/01/2024, respondent had issued a demand letter in which a sum of Rs. 1,32,24,691/- (Rupees One Crore Thirty-Two Lakhs Twenty-Four Thousand Six Hundred and Nine-One Only) was demanded as payment against the unit allotted to complainant, as an offer of possession.
- g. That the complainant had complied with the said demand letter and paid the 75% of amount demanded in letter dated 12/01/2024, which comes out to be Rs. 99,18,518/- was paid by complainant vide RTGS dated 31/01/2024 bearing UTR No. AUBL20240131600118 and an acknowledgement receipt bearing no. 1525 dated 31/01/2024 was also issued by respondent.
- h. That the respondent had raised another demand vide the demand letter dated 17.09.2024 addressed to complainant, for payment of remaining amount of Rs. 33,06,173/- by specifying that they are in a

position to hand over the vacant physical possession of the flat, along with the same respondent also demanded for a payment of Rs. 1,25,372/- as TDS deposit, which was adhered to by complainant in its true spirit and sense, and paid the amount of Rs. Rs. 33,06,173/- by RTGS on dated 16/10/2024 bearing UTR No. RATNR5202410, along with TDS vide receipt dated 16/10/2024. And the payment of Rs. 33,06,173/- was acknowledged by respondent through their receipt dated 17/10/2024.

- i. That the representative of respondent Sh. Govind Singh Jethi had also sent an email dated 18/09/2024 to the complainant for clearance of dues, as per demand raised, which was cleared by complainant, and to this effect after clearing all the dues, complainant also sent an e-mail on dated 16/10/2024 regarding receipt of TDS and balance amount.
- j. That after making full and final payment as desired and demanded by respondent, complainant received a call on 17/10/2024, by the representative of respondent, who on the other side of the call uttered with compelling words, that the possession of flat can only be handed over to the complainant once she opted to take the club membership, which was however, never at the opted by complainant as discretion was given to flat buyer in Apartment Buyer Agreement as per clause 1.2 (v) (a).
- k. However, on the contrary respondent started pressurizing the complainant to take the club membership for a sum of Rs. 12,00,000/- plus GST, or else the possession of flat/unit will not be handed over to complainant, and with this grievance complainant on the same day i.e. 17/10/2024 had sent an email raising her concerns, as even otherwise the respondent was claiming the said amount by way of



cash although the complainant was ready to make the payment by way of cash and this concerned was also raised by complainant.

- l. That from 16/10/2024 till 14/11/2024 complainant time and again, sent the emails about handing over the possession, but the respondent being the might and having upper hand over complainant, does not respond to any email, and amongst the email complainant also informed about her change of residential address from J-42, DLF The Primus, Sector-82A, Gurugram, Haryana-122001 to the present address i.e. WA-21C, DLF Alamdea, Sector-73, Gurugram, Haryana-122004, and begged again and again to hand over the vacant physical possession, but nothing falls into the deaf ears of respondents.
- m. However, on 12/11/2024 the respondent had issued a letter mentioning a false, frivolous, baseless, concocted, absurd and illogical eventuality occurred on dated 08/11/2024 mentioning about the threat given by respondent or her father about discount in club membership, as stated above which was never opted by complainant, however, the complainant time and again sent the email about non acceptance of illogical and absurd eventuality leading to cancellation of her allotment till 15th January, 2025.
- n. That, the Complainant understands that the Respondent Company had no intention to offer possession of the unit in question to the Complainant and she has been duped of his hard-earned money in the garb of the investment in the Respondent's project. The aforesaid arbitrary and unlawful act on Respondent's part has resulted into extreme kind of financial hardship, mental distress, pain and agony to the Complainant, further the Complainant kept painstakingly pursuing the Respondent to restore allotment of the unit, but does not fall into the deaf ears of respondent.

- o. That no harm will be caused to the respondent in case the allotment of the unit of the complainant will be restored as the complainant is residing with her parents and complainant wants to buy her own property, which leads to payment as mentioned in above paras, in the project of respondent. That the construction of the unit/project is already completed, however, to the utter shock and dismay and even pursuing to restore the allotment of flat the respondent, complainant few days back received a call that her flat was put for sale by respondent, which added the mental distress, pain and agony to the Complainant.

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

4. The complainant has sought following relief:
- a. Direct the respondent to withdraw the cancellation with respect to the apartment of the complainant.
  - b. Direct the respondent to restore the allotment of the unit allotted to the complainant.
  - c. Direct the respondent to pay a sum of ₹1.5 lakhs to the complaint towards the cost of litigation.

**D. Reply filed by the respondent:**

5. The respondent has contested the complaint on the following grounds:
- a. That it is humbly submitted that the Respondent Company is a law-abiding company. The project of the Respondent "The Creacions" is situated at Sector 22 Gurgaon is a RERA, Haryana registered project, bearing registration no. 318 of 2017 dated 17.10.2017. That OC was granted on 22.12.2023 and hence, the project was completed well within the time granted by RERA.
  - b. That on 10.09.2018 an application was made for booking of an Apartment No. 1004 in B Block on the 10th floor of the project of the



Respondent "The Creacions" situated at Sector 22 Gurgaon in the name of Smt. Shakuntala Khatri. It is stated that following a request for change Apartment No. 704 in Block B on the 7th floor at Respondent project was allotted to her provisionally.

- c. That it is clarified that the Complainant had applied for allotment on 10.09.2018, provisional allotment letter was issued on 02.03.2019. That the agreed sale consideration for this Apartment was Rs. 1,42,99,780/- plus applicable taxes with an initial payment of Rs. 15,76,577/- upon booking and the remaining Rs. 1,27,23,203/- along with other charges as per the agreement.
- d. That in accordance with the request by Mr. Satpal Singh Khatri, and the Apartment Buyer Agreement was executed on 12.03.2021. It is also stated that on allottee's request, the name of her daughter Ms. Anu Khatri was added as joint owner and as such Smt. Shakuntala Khatri and Ms. Anu Khatri became the joint allottee of the said Apartment and thereafter as further requested the same was updated in the name of their daughter Ms. Anu Khatri as sole owner.
- e. That subject to execution of Apartment Buyer Agreement the said apartment to the Complainant vide allotment letter dated 02.01.2020. That the Apartment Buyer Agreement does not get registered due to the Complainant itself. The Respondent had sent an email on 06.07.2024 to spkhatri@gmail.com stating that "it may be please be noted that the allotment shall become final and binding upon the company only after your execution of Apartment Buyer Agreement.
- f. That the Complainant have not executed the Apartment Buyer Agreement. It is stated that hence may be treated as unregistered Agreement. That the total cost of the flat is Rs. 1,49,29,830/- (including GST, Cess and other Taxes as per clause 1.2 of ABA) and the



cost of the flat as per payment flexi plan is Rs. 1,42,99,780/- (Excluding GST, TDS, Stamp duty/Registration Charges and/or any other charges).

- g. That the Complainant agreed to make payments as per schedule given in the payment plan. It is further submitted that as per the payment plan opted by the Complainant, he was supposed to pay Rs. 15,76,577/- at the time of application i.e. 10.09.2018, and Rs. 1,27,23,203- on offer of possession. It is also stated that the Complainant agreed to make payments as per schedule given in the payment plan.
- h. That on 12.01.2024 an offer of possession was given to Complainant requesting a payment of Rs. 99,18,518/- being 75% of total outstanding due amount of Rs. 1,32,24,691/-. It is also stated that this amount was required to be paid within 21 days from the date of Demand Letter.
- i. That the Complainant paid a sum of Rs. 99,18,518/- on 31.01.2024. It is stated that a reminder demand letter was also sent to the Complainant on 17.09.2024 requesting a payment of 33,06,173/- which is to be remitted within 30 days from the date of said letter. That the Complainant paid a sum of Rs. 31,20,173 and Rs. 1,86,000 on 16.10.2024.
- j. That the Complainant had paid full consideration amount to Respondent. It is also stated that on 18.10.2024 the Complainant's father visited Respondent office at Green Park Extension, New Delhi and demanded the membership to the social club free of charges i.e. without making payment of the membership fee of the club at the applicable rates.

- k. That the Respondent officials explained the Complainant that these charges are fixed and payable by all the persons willing to become member of the club. The official also explain all the relevant aspects regarding the contractual obligation for club charges but the Complainant disregarded these clarifications and refused to pay any charges for the club membership. It is also stated that on expressing the inability to accept the demand of the Complainant, the Complainant's father threatened that he is police inspector with Delhi Police and not acceding to the demand would land the Respondent company and its management in trouble and went away.
- l. That on 08.11.2024 the Complainant again visited Respondent office at Green Park Extension, New Delhi alongwith her mother and father and demanded free club membership and associated charges. It is also stated that on refusal they all shouting and created a scene in Respondent office unbecoming senior police official and all three of them resorted to all type of abuses and unparliamentary and unsocial words in presence of whole of the staff and other visitors to Respondent office in top of the voice.
- m. That the complainant also threatened the employees of the Respondent company and given the gravity of these actions and the threat they post to the community well-being Respondent are left with no choice but to cancel booking vide letter dated 12.11.20204 of the Apartment of the Complainant. It is also stated that Cheque No. 002499 dated 12.11.2024 drawn to the Bank of Broda, Hauz Khas, New Delhi for Rs. 1,69,61,470/- in favour of Complainant i.e. Ms. Anu Khatri is sent herewith towards full refund of the sale consideration paid, amounting to Rs. 1,151,15,828- along with interest of Rs. 18,45,641- (i.e. interest of Rs. 20,50,712- less TDS of Rs. 2,05,071- at



- applicable rate of interest @ MCLR+2% per annum as per the norms of the RERA Act from the date of payment until the present date.
- n. That besides the sale consideration, the complainant was required to pay various other charges mentioned in clause 1.2(v) of the agreement, thus the complainant cannot run from her liability to pay the due amount. That with the cancelation of the allotment of the Apartment, the Complainant left with no right, title or interest of the said Apartment and Respondent are free to appeal with the same in any manner Respondent like.
- o. That after the receipt of cancellation letter dated 12.11.2024 the Complainant on 14.11.2024 sent an email to Respondent customer care team stating that "Sorry we are not accepting this cheque". It is stated that the complainant duly received the cheque of refund amount which was refunded alongwith interest. Further after cancellation of the booking the said flat was allotted to a third party and the said third party is in possession of the flat. Now the complainant does not have any right, title or interest in the flat in question.
- p. That the complainant sent another email dated 14.01.2025 vide which she took a stand which was contrary to the earlier stand and vide this email made false assertion that he never received earlier letter. Be that as it may the contents of the documents be read for its true interpretation.
- q. That Respondent again vide its email dated 25.01.2025 stated that the Respondent will provide the Pay Order for the refund amount, which can be collected by the complainant after returning and cancelling the earlier issued cheque.

r. That the Respondent has already cancelled the allotment of the complainant and allotted the said unit to a third party, thus now the Complainant has no right in the same except to seek refund of the amount paid by her, which amount is already refunded to her by the Respondent company.

6. 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 on the basis of these undisputed documents and submissions made by the complainants.

7. Written submissions filed by both the parties are taken on record and considered by the authority while deliberating upon the relief sought by the complainants.

**E. Jurisdiction of the authority**

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

**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)(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;*

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee 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 of 2016 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.
- F. Findings regarding relief sought by the complainant.**
- F.I. Direct the respondent to withdraw the cancellation with respect to the apartment of the complainant.**
- F.II. Direct the respondent to restore the allotment of the unit allotted to the complainant.**
12. In the present matter, the subject unit bearing No. B-704, Tower B, 7th Floor, measuring 1860 sq. ft., was originally allotted to the initial allottee through an allotment letter dated 02.03.2019. Subsequently, a Builder Buyer Agreement (BBA) was executed with the original allottee on 18.02.2021. The unit was later endorsed in the name of the complainant on 11.02.2023. The complainant has paid a total amount of ₹1,49,74,691/- against the agreed sale consideration of ₹1,49,29,830/-, indicating an excess payment. As per Clause 7 of the BBA, possession of the unit was to be handed over on or before 31.03.2022.
13. The Authority notes that the Occupation Certificate (OC) for the project was granted by the competent authority on 22.12.2023. The respondent issued an offer of possession on 12.01.2024, along with a demand of

₹1,32,24,691/-. In response, the complainant made payments of ₹99,18,518/- as per receipt dated 31.01.2024, and ₹33,06,173/- as per receipt dated 17.10.2024.

14. However, instead of delivering possession of the unit to the complainant, the respondent proceeded to cancel the allotment on 25.01.2025. Upon review of the cancellation letter dated 25.01.2025, the Authority finds that the cancellation was based on allegations of inappropriate behaviour by the complainant's parents, rather than any default in payment. Notably, the BBA does not contain any clause that permits cancellation of the unit on such grounds.
15. Accordingly, the Authority finds the cancellation letter dated 25.01.2025 to be legally unsustainable and hereby sets it aside as being void in the eyes of law. The respondent is directed to handover the possession of an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased, within two months from the date of this order and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016 after clearing the outstanding dues if any since the third-party rights have already been created on subject unit.

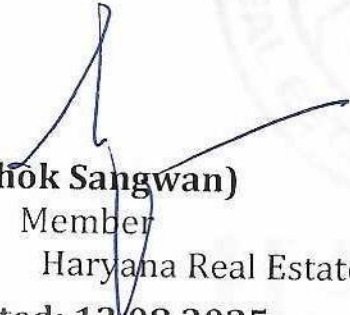
**G. Directions of the Authority**

16. 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):
  - a. The respondent is directed to handover the possession of an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased, within two months from the date of this order and thereafter, the complainants



are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016 after clearing the outstanding dues if any since the third-party rights have already been created on subject unit.

- b. 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.
  - c. The respondent shall not charge anything from the complainants which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.
17. Complaint stands disposed of.
18. File be consigned to registry.

  
**(Ashok Sangwan)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.08.2025**  
**(Arun Kumar)**

Chairperson