



BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.

1868 of 2024

Complaint filed on:

09.05.2024

Order pronounced on:

11.09.2025

Latitesh Singh

R/o: House No. 995, Sector- 9A, Near ESI Hospital, Gurgaon

Complainant

Versus

1. M/s GLS Infratech Private Limited

2. M/s Indiabulls Housing Finance Limited

Both Regd. Office at: Unit 431, 4th Floor, Tower B Spaze Edge, Sector 47, Sohna Road, Nh248a, Gurugram, Haryana 122018

Respondents

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Utkarsh Thapar (Advocate) Shri Harshit Batra (Advocate) **Complainant Respondents**

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	"Arawali Homes-2"
2.	Project location	Damadama Lake Road, Village- Khalka Sector-4, Sohna, Haryana.
3.	Nature of project	Affordable Group Housing
4.	Area of project	10.44375 acres
5.		72 of 2021 dated 25.10.2021
6.	DTCP License	License no. 66 of 2021
7.	Date of environment clearance	18.10.2016
		(Page 30 of reply)
8.	Application for allotment	18.10.2016
0.		(Page 41 of reply)
9.	Allotment Letter	28.02.2017
7,		(Page 18 of complaint)
10	Flat Buyer's Agreement	05.05.2017
10.		(Page 24 of complaint)
11	Tri-partite agreement dated	02.07.2017
11.		(Page 43 of complaint)
12	Unit no.	1302, 13th Floor, Tower -T4
14.		(Page 18 of complaint)
13.	Area of unit	1302 sq. ft.
		(Page 18 of complaint)
14.	. Possession clause	Except where any delay is caused on account of reaso expressly provided for under this Agreement and oth situations beyond the reasonable control of the Company and subject to the Company having obtains the occupation/completion certificate from the competent authority(ies), the Company shows endeavor to complete the construction and handover the possession of the said Apartme within a period of 4 years from the date of grant sanction of building plans for the Project or the



		date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later, subject to timely payment by the Allottee of all the amounts payable under this Agreement and performance by the Allottee of all other obligations hereunder. (Page 33 of complaint)
15.	Date of sanction of building	01.10.2014
	plans	(Page 24 of complaint)
16.	Date of Environment	12.04.2016
T. 100	Clearance	(Page 30 of reply)
17.	Due date of possession	18.10.2020
		(As per Affordable Housing Policy calculated from 4 years from date of environment clearance being later)
18.	Payment Plan	Time-Linked
10.		(Page 40 of complaint)
19.	Sale Consideration	Rs.17,31,200/-/-
17.	TOTAL SECTION OF THE	(Page 27 of complaint)
20.	Amount paid by the	Rs. 11,70,458/-
20.	complainant	(As per SOA at page no. 30 of complaint)
21.	Publication in Newspaper	
	(Danik Jagran)	(Page 82 of complaint)
22	Cancellation letter	23.01.2024
		(Page 83 of reply)
23.	Occupation certificate	22.05.2020
	5-8 /A L-	(Page 96 of reply)
24.	Offer of possession	05.10.2020
		(Page 99 of reply)
25.	Reminder/ demand letters	19.06.2019, 01.08.2019, 07.10.2019,
06603657465	dated	10.02.2020, 28.12.2020
	The second of th	(Page 101-107 of reply)
26.	Intimation of Cancellation	30.10.2021
	letter dated	(Page 108 of reply)
27.	Public Notice dated	14.01.2021
		(Page 109 of reply)
28.	Cancellation letter dated	05.01.2022
A WATEROOM		(Page 110 of reply)
29.	Refund voucher dated	13.03.2024 of Rs. 3,66,518/-
		(Page 114 of reply)



B. Facts of the complaint

- 3. The complainant has made the following submissions in the complaint:
 - a. That in the year 2017, the complainant and her husband, namely Mr. Hemraj Singh approached the respondent no. 1 as they were willing to purchase an apartment for residential purpose. The complainant and her husband had filled out an application number 167 and were allotted a flat in the said residential project under Affordable Housing Policy, 2013 vide allotment letter dated 28.02.2017. The complainant had paid a booking amount to the tune of INR 86,560/- at the time of submission of the application.
 - b. The respondent no. 1 had issued a demand letter dated 28.02.2017 to the complainant vide which the respondent no. 1 had acknowledged the receipt of the booking amount to the tune of INR 73,000/- out of which INR 25,000/- was the earnest money as decided by the parties and an amount of INR 86,560/- at the time of allotment. That the respondent no. 1 further demanded an amount of INR 3,46,240/- which was also duly paid by the complainant.
 - c. Vide the allotment letter, the complainant was tentatively allotted a residential apartment in the project admeasuring 467 square meters, apartment no. 1302, located on the 13th floor in Tower 4 along with one two-wheeler parking site, admeasuring approximately 0.8 m x 2.5 m. Pursuant to the allotment letter, an apartment buyers agreement was entered into between the parties on 05.05.2017 and the total project cost was to the tune of INR 17,31,200/-. In terms of the apartment buyer's agreement, the respondent no. 1 had to complete the construction of the project within 4 years from the date of grant of sanction of building plans



for the project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the project, which the respondent no. 1 claimed to have obtained beforehand and subsequently offer the possession of the unit.

- d. The complainant and her husband were willing to invest in the said apartment; however, they had used up all their savings while paying the booking amount and thus decided to approach the respondent no. 2 seeking a loan for INR 12,77,866. That it was decided that given the financial condition of the complainant and the financial help that the complainant was seeking, the parties decided to enter into a tripartite agreement.
- e. A tripartite agreement was executed between the complainant, the respondent no. 1 and the respondent no. 2 on 02.07.2017, vide which the complainant's loan for INR 12,77,866 was approved and that the respondent no. 2 had agreed to disburse the loan as per the stage of construction of the project as the respondent no. 2 may warrant after due assessment. That the loan was applied for by the complainant's husband, namely Mr. Hemraj Gopal Singh with the complainant as the co-applicant and on 16.11.2017 a loan sanction letter was issued to the complainant and her husband whereby the payment details and EMIs of the loan were mentioned along with the terms and conditions for the same. That as per the tripartite agreement, the complainant till the commencement of the EMI was supposed to pay a Pre-EMI which was a simple interest on the loan amount disbursed by the respondent no. 2 which was duly paid by the complainant.
- f. The respondent no. 1 issued a reminder letter to the complainant dated 12.12.2017 vide which the respondent no. 1 had requested the





complainant to make a payment of INR 2,42,368/- by 27.12.2017 which was again duly paid by the complainant. Furthermore, it is pertinent to mention here that till the year 2019, the complainant duly paid all the instalments and also made appropriate payments towards the Pre-EMIs due to which the installments as per the loan were timely made to the respondent no. 1. That even though the complainant was holding up their end of the bargain and making timely payments, however, in the year 2019, the complainant's father-in-law was severely ill due to which all the savings of the complainant's husband were going towards his treatment. That due to these unforeseen circumstances, the complainant's husband was unable to pay the Pre-EMI and had also requested the respondent no. 1 to understand the situation and allow them a little extra time to make the payments, however, the respondent no. 1 refused to do so. That despite the various requests made by the complainant and her husband to the respondent to accommodate the delay in payments for a while, the respondent no. 1, without showing a tiny shred of compassion refused to do so. That on 29.03.2021, the complainant's father-in-law expired followed by a couple of grief-filled months for the complainant and her husband, however, despite this the complainant's husband was making every effort to make the ends meet and replenish his savings once again. In the year 2022, to the utter shock of the complainant, the respondent no. 1 told the complainant and her husband over a call that their unit has been cancelled. That the complainant and her husband tried their level best to reason with the respondent no. 1 and even sent an email dated 02.05.2022, wherein they have specifically mentioned that they received no prior intimation or notice towards the cancellation of their unit and are unaware of the reason for the same, however, the complainant and

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her husband received no communication from the respondent no. 1 towards the same. The complainant had paid a total of INR 11,70,458/-towards the unit which is a total of approximately 70% of the total sale consideration and were unable to understand as to why the respondent no. 1 had decided to cancel their unit especially without any prior intimation. Furthermore, it is pertinent to mention that till date the complainant has received no written communication regarding the cancellation of their unit from the respondent no. 1.

- h. Despite various attempts on behalf of the complainant to reach out to the respondent no. 1 to understand the reason behind this sudden and abrupt cancellation of their unit by the respondent no. 1, they received no communication from the respondent no. 1 until March 2024 wherein the respondent no. 1 had refunded an amount of INR 3,66,518/- to the complainant.
- i. The complainant has till date paid an amount of INR 11,70,458/- to the respondent no. 1 towards their unit, however, the respondent no. 1 has merely refunded an amount of INR 3,68,000/- to the complainant. Furthermore, it is pertinent to mention that as per clause 7.2 of the apartment buyers agreement, the parties had agreed that the earnest money would be to the tune of INR 25,000/- only and thus, even in case of the cancellation of the said unit, the respondent no. 1 was entitled to deduct merely an amount of INR 25,000/- from the total amount of INR 11,70,458/- paid till date which would amount to INR 11,45,458/- after deduction. That the respondent no. 1 has maliciously refunded merely an amount of INR 3,68,000/- to the complainant and has not even provided the complainant with the interest she is entitled to upon cancellation of



their unit @10.8% per annum let alone the breakdown of the said refund and how the said amount was reached on by the respondent no. 1.

- The respondent no. 1 has till date not provided the complainant with any details as to the details of the money refunded to the bank and the breakdown of the refund as per the respondent no. 1 despite multiple requests from the complainant. That the respondent no. 1 claims to have cleared the loan amount with the respondent no. 2, however, the respondent no. 2 has failed to provide the complainant with any information or confirmation for the same and despite repeated requests from the complainant to share the closure documents or the details of the payment made by the respondent no. 2 to the respondent no. 1 or the amount refunded by the respondent no. 1 to the respondent no. 2. Even if the respondent no. 1 has paid the amount for the refund to the respondent no. 2, the respondent no. 1 is still obligated to pay the remaining amount to the complainant along with interest. Furthermore, it is pertinent to mention here that the complainant has requested the respondent no. 2 to provide the complainant with the loan closure details along with the statement of accounts, however, the requests of the complainant fell to deaf ears.
- k. Aggrieved by the conduct of the respondent no. 1, the complainant has approached this Hon'ble Authority seeking justice and hence the complainant is seeking refund of the remaining amount paid till date after deduction of earnest money of INR 25,000/- which is to the tune of INR 11,45,458/- (11,70,458/- 25,000/-) along with interest @10.80% per annum from the date of such payments.
- C. Relief sought by the complainant: -
- 4. The complainant has sought following relief(s):





- a. Direct the respondent to refund the remaining amount Rs. 11,45,458/-along with RERA rate of interest per annum from the date of payment till the date of realization after adjusting the amount already refunded i.e., INR 3,68,000/-.
- 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:
 - a. The complainant is estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. That the allotment of the unit of the complainant was cancelled on 05.01.2022 due to the failure on part of the complainant to perform her legally enforced obligations.
 - b. The complainant being interested in purchasing a residential apartment in project being developed by the respondent no.1, known under the name and style of "Arawali Homes" at Sector 4, Village- Khaika and Sohna, Tehsil Sohna, Gurugram approached the respondent no.1 after conducting her own due diligence, seeking allotment of an apartment by submitting an application form no. 167 dated 18.10.2016.
 - c. Upon the acceptance of the application made by the complainant for allotment, apartment bearing no. 1302 on 13^{th} floor, Tower- 4 tentatively admeasuring carpet area of 467 sq. ft. along with a two-wheeler parking admeasuring $0.8 \, \text{m} \, \text{x} \, 2.5 \, \text{m}$ (the "unit") was allotted to the complainant vide allotment letter dated 28.02.2017.
 - d. Thereafter, the parties mutually entered into an apartment buyer's agreement on 05.05.2017 (the "agreement"). 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 a time linked payment plan for remittance of the sales consideration of the Unit i.e. 17,31,200/- plus taxes and other charges.

- e. Owing to complainant financial conditions, the complaint applied for grant of loan and the respondent no. 1 being a customer-oriented company provided all due assistance to the Complainant in obtaining the same. The respondent no. 1, the complainant and India Bulls Housing Finance Ltd. i.e., respondent no. 2 herein entered into a Tri-Partite Agreement dated 02.07.2017. That the respondent no. 2 sanctioned a home loan for the complainant for an amount of Rs. 12,7,866/- vide letter dated 16.11.2017.
- f. After the completion of the project, the respondent no.1 applied for grant of occupation certificate and the same was duly received by respondent no. 1 on 22.05.2020.
- g. respondent no. 1 post receipt of occupation certificate dated 22.05.2020 duly sent the offer of possession dated 05.10.2020 to the complainant, along with the statement of account thereby requesting the complainant to remit the outstanding dues pending towards the sales consideration of the unit. That the complainant failed to come forward and remit the balance payment and proceed with other formalities required for completion of the to take over possession of the unit.
- h. 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 7.3 of the agreement. The complainant had defaulted/delayed in making the timely payment of outstanding dues, upon which, reminders were also served to the complainant. That the *bonafide* of the respondent no. 1 is also essential to be highlighted at this instance, who had served demand letters follow by





numerous reminders to the complainant to ensure that the payments are made in a timely fashion.

- i. Despite several reminders sent by the respondent no. 1, the complainant failed to fulfil its obligations and remit timely payments. The complainant is a habitual defaulter who has been in default of payments at various instances since the very beginning. That the complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the respondent no.1.
- j. Since the very beginning the complainant was irregular in making payments of the instalments and the last payment received from the Complainant was on 26.03.2019. That the complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the respondent no.1.
- k. That despite having received the reminder letter, the default of the complainant continued hence, the respondent no.1 issued public notice in Dainik Jagran dated 14.01.2021 as per the Affordable Housing Policy, 2013. The respondent no.1 was obligated to issue the reminders to the complainant as per the agreement and the Affordable Housing Policy, thus, in their *bonafide* conduct the respondent no.1 had issued multiple reminders to the complainant.
- Due to the continuous defaults of the complainant, the respondent no.1 was constrained to cancel the allotment of the complainant and the same was communicated to the complainant vide the notice for cancellation dated 05.01.2022.
- m. The right of the respondent no.1 to validly cancel/terminate the unit arises also from the Model RERA Agreement which also recognizes the default of the allottee and the forfeiture of the interest on the delayed payments upon





cancellation of the unit in case of default of the allottee. The respondent no.1 is well within its right to forfeit the earnest money along with the interest upon the delay, which are in accordance with the terms and conditions of the agreement.

- n. The respondent no. 1 has made a refund of the legally valid amount of Rs. 3,66,518/- to the complainant. That as per the Tri-Partite Agreement dated 02.07.2017 the respondent no.1 was firstly liable to pay the refund amount to respondent no. 2 and then to the complainant. Thus, a sum of Rs.5,37,742/- was paid to the Bank i.e. Respondent No. 2 vide RTGS transaction nos. YESBR52022102895286781 and YESBR52024031350467857. Thereafter, the remaining balance, if any, was to be refunded to the Complainant after the deduction of earnest money and delayed payment interest as per the agreement.
- o. The deductions made from the total sum received from the complainant are valid as per law, and were made in accordance with the amendment bearing notification no. PF-27/15922 dated 05.07.2019 to the Affordable Housing Policy 2013, which states that if the cancellation of the allotment is made after 2 years from the date of commencement of the Project, an amount of Rs. 25,000/- along with 5% of the Total Allotment Price shall be deducted from the amounts paid till the date of cancellation.
 - p. Hence, the present complaint is liable to be dismissed.
- 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

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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 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. I Direct the respondent to refund the remaining amount Rs. 11,45,458/-along with RERA rate of interest per annum from the date of payment till the date of realization after adjusting the amount already refunded i.e., INR 3,68,000/-.





- 14. The complainant was allotted a unit no. 1302 on 13th floor, in tower/block- T4, in the project "Arawali Homes-2" by the respondent/builder for a total consideration of Rs.17,31,200/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 05.05.2017. The possession of the unit was to be offered with 4 years from approval of building plans (01.10.2014) or from the date of environment clearance (12.04.2016) whichever is later. The due date of possession was calculated from date of approval of environment clearance i.e., 12.04.2016, as per policy, of 2013. The complainant paid a sum of Rs.11,70,458/- out of the total sale consideration of Rs. 17,31,200/-.
- 15. Upon perusal of documents placed on record it is observed that the complainant failed to pay the remaining amount as the several demands were raised by the respondent on 19306.2019, 01.08.2019, 07.10.2019, 10.02.2020 and 28.12.2020 which led to issuance of notice for cancellation by the respondent/builder dated 05.01.2022. 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?"
- 16. As per the clause 5 (iii)(h) of the Affordable Housing Policy, 2013 as amended by the State Government on 05.04.2019, the relevant provision is reproduced as under:

"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".

- 17. The respondent company has issued various demand cum reminder letters to the complainant for remitting the outstanding dues. The respondent company has obtained the occupation certificate on 22.05.2020, but on failure of the complainant to remit outstanding dues against the unit, the respondent was constrained to issue notice for cancellation of unit after publishing a list of defaulters in the newspaper on 14.01.2021. 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 05.01.2022 is held to be valid.
- 18. 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. The complainant has made payment of Rs.11,70,458/- and after cancellation, the respondent has refunded Rs.3,66,518/- on 13.13.2024 to the complainant. Also, as per clause 11 of tri-partite agreement an amount of Rs.5,37,742/- has been refunded to the respondent no. 2 (financial institution). In view of above refund issued by the respondent it is evident that the respondent company has not returned the balance amount to the complainant in terms with the Affordable Group Housing Policy, 2013 as the respondent has deducted Rs. 2,41,198/- instead of Rs. 25,000/-. In view of aforesaid circumstances, the complainant is entitled for refund of the amount paid by the complainant after deduction of Rs. 25,000/- along with interest at the rate of 10.85% 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:

- 19. 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:
 - i. The respondent no.1 is directed to refund the paid-up amount of Rs. 11,70,458/- to the complainant after deduction of Rs.25,000/- as per clause 5(iii)(b) of Affordable Housing Policy,2013 and amount of Rs. 3,66,518/- already refunded to the complainant with Rs.5,37,742/- already refunded to Bank.
 - ii. The respondent no.1 is further directed to refund remaining balance amount along with interest @10.85% on such balance amount from the date of cancellation (05.01.2022) till actual realization of the amount 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.
- 20. The complaint stand disposed of.
- 21. File be consigned to registry.

(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.09.2025





