



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	353 OF 2024
Date of filing.:	14.03.2024
First date of hearing.:	30.07.2024
Date of decision.:	04.11.2025

Smt Pankaj Maglani
B-1004 BPTP Park Grandeura Sector 82
Faridabad -121002
Haryana

....COMPLAINANT

VERSUS

M/s Puri Construction Pvt. Ltd,
Through its Director
4-7B, Ground Floor, Tolstoy House 15 &17,
Tolstoy Marg New Delhi-110001

....RESPONDENT

Present: - Mr. Rohan Gupta, Learned Counsel for the Complainant
(through VC)
Ms Tanika, Learned Counsel for the Respondent
(through VC).

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with relevant rules of The Haryana Real Estate (Regulation & Development)

Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

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

S.No.	Particulars	Details
1.	Name of the project.	Puri Kohinoor, Sector 89, Faridabad
2.	Nature of the project.	Residential Plotted Colony.
3.	RERA Registered/not registered	Registered vide no. HRERA-PKL-FBD-235-2021
4.	Date of Allotment	12.06.2021
5.	Date of plot buyer agreement	Not available
6.	Details of the unit.	KII/175/P
7.	Possession clause in plot buyer agreement	Not available
8.	Total sale consideration	₹ 56,00,000/-



9.	Amount paid by complainant	₹ 5,00,000/-
10.	Offer of possession.	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. Complainant had booked a plot in the project of the respondent namely, "Puri Kohinoor" situated in Sector 89, Faridabad, Haryana on 10.06.2021 by paying a booking amount of ₹ 5,00,000/-. A copy of the receipt dated 12.06.2021 is annexed as Annexure C1. Vide allotment letter dated 12.06.2021 plot bearing No. KH/175/P, measuring 174.14 sq. yds was allotted to the complainant. A copy of the allotment letter dated 12.06.2021 is annexed as Annexure C2.
4. It is submitted that vide allotment letter, dated 12.06.2021, the total sale price of the plot was fixed as ₹ 56,00,000/- against which the complainant had paid an amount of ₹ 5,00,000/- on 12.06.2021. The respondent had also annexed a payment schedule along with allotment letter whereby the complainant had to further make time bound payment of installments. The payment plan had been constructed in such a way that the respondent became entitled to raise demands from the date of allotment irrespective of the fact that whether any plot buyer agreement has been executed between the parties. The said payment schedule did not conform to the Real Estate (Regulation and Development) Act, 2016 and the rules framed there under wherein, it has been specified that a promoter shall not demand any instalment beyond 10% of the total sale consideration



without executing an agreement to sell. The respondent never came forward for the execution of the plot buyer agreement and kept on demanding further installments which were being raised in an arbitrary and capricious manner. The complainant pursued the respondent seeking execution of the plot buyer agreement, however, the respondent deliberately chose not to respond.

5. It is submitted that soon after making the booking of said project to the respondent, complainant faced a lot of hardships due to Covid-19 pandemic as various family members of the complainant contracted Covid-19 infections . The complainant had visited the office respondent several times to inquire about the status of booking but there was no response from the respondent's office .
6. Since the time of booking, complainant had visited the office of the respondent several times but there was no response from the respondent's office. Seeing the blatant conduct of the respondent, the complainant wrote a letter dated 12.08.2023 to the respondent company demanding status of the booking in project Puri Kohinoor situated in Sector-89 Faridabad Haryana . The copy of the letter dated 12.08.2023 is hereby annexed as Annexure -C3.
7. That no response has been received from the respondent to the said letter till date hence the complainant is compelled to file this present complaint to seek redressal of her grievances.



C. RELIEF SOUGHT

8. In view of the facts mentioned above, the complainants pray for the following reliefs):-

- i. To pass appropriate orders and directions to the respondent promoters to deliver the vacant and peaceful physical possession of the plot bearing no. KH/175/P in the project Puri Kohinoor in Sector - 89, Faridabad, admeasuring 174.14 sq. yds. to the complainant and to pay interest on the amount deposited by the complainant to the respondent as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules,2017
or in the alternative
- ii. To direct the respondent to refund the booking amount to the complainant along with interest as prescribed under Rule 15 of Haryana Real Estate (Regulation and Development) Rules,2017
- iii. Any to pass such other orders as this Hon'ble Authority may deem fit and proper.

9. It is noted that the complainant in its complaint file has prayed for multiple reliefs qua the unit in question i.e relief of delivery of possession of the booked unit along with delay interest or in alternative relief of refund of paid amount



along interest as prescribed under Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017. However, during the course of arguments held on 20.05.2025, the learned counsel for the complainant submitted that the complainant is primarily seeking possession of the booked plot along with delay interest for the delay caused in delivery of possession. Therefore, the present complaint is being proceeded qua relief of delivery of possession along with delay interest for delay caused in delivery of possession.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 11.11.2024 pleading therein:

10. The project namely 'Puri Kohinoor' situated at Sector 89, Faridabad being developed by the respondent under the scheme Deen Dayal Jan Aawas Yojna ("DDJAY") was launched in June 2021 only after receiving the completion certificate on 10.6.2021 and applications for booking of residential plots were invited from general public thereon.
11. Complainant, desirous of purchasing a plot in the aforesaid project approached the respondent. The allotment letter was issued in favour of the complainant and plot no. KII/175/P measuring 145.60 sq. mtr. In the project Kohinoor situated at sector-89 Faridabad was allotted. Copy of allotment letter dated 12.06.2021 along with signed payment plan has been annexed as Annexure R-

4.



12. The respondent has diligently invested all the amounts received from the allottees including the complainant towards the construction/development of the project- Kohinoor situated at Sector-89, Faridabad and towards taxes and development charges. It is a fact that though the respondent has discharged all its obligations under the application/allotment the complainant has breached the terms and conditions of application/allotment. The complainant, in spite of receiving the reminders from the respondent stopped paying the instalments against the demand raised as per the agreed payment plan.
13. The complainant in total paid only an amount of Rs. 5,00,000/- vide cheque out of total demand raised for Rs.43,75,920/-. Copy of receipt of cheque amount dated 12.6.2021 is annexed herewith as Annexure-R2. The payment made by the complainant towards the agreed sale consideration of the said unit as per agreed payment plan is duly reflected in the Statement of Accounts. Copy of Statement of Accounts is annexed herewith as Annexure-R3.
14. The respondent thereafter had raised several demand/reminder letters dated 12.06.2021, 02.07.2021, 25.08.2021, 26.07.2021, 03.08.2021 and 10.08.2021 for making payment of further consideration which were ignored by the complainant. Copy of said letter is annexed as Annexure R-5 &6 (colly). However, these letters were ignored by the complainant in totality. Thus, constraining the respondent to cancel the allotment of the complainant on account of non payment of dues. The allotment of the complainant in respect of the plot in question was cancelled due to her non-payment vide cancellation



letter dated 16.9.2021 copy of which cancellation letter dated 16.09.2021 is along with speed post receipt is annexed herewith Annexure R-7.

15. The Complainant had sent letter dated 12.08.2023 after a gap of 2 complete years from the date of cancellation letter dated 16.09.2021. The respondent after receiving the complainant's letter, wrote a reply dated 18.08.2023 had apprised the complainant that the allotment of the plot stood cancelled.
16. It is further submitted that after the cancellation of the allotment of the plot vide cancellation letter dated 16.09.2021, the respondent has re-allotted the plot to another allottee whose conveyance deed has already been executed and registered. Hence the said plot now cannot be re-allotted to the complainant after expiry of more than 2 complete years of cancellation.
17. During the course of hearing, learned counsel for the respondent submitted that the respondent had already obtained completion certificate for the project in question from the competent Authority on 10.06.2021, thus the respondent was not duty bound to execute an agreement to sell with the present complainant under provisions of Section 13 of the RERA ACT. Further, the terms and conditions qua the plot in question had crystallised in the application/allotment letter. Accordingly the complainant was bound to make further payment of dues, however, the complainant failed to do so. Respondent had raised three demand notices dated 12.06.2021, 02.07.2021 and 25.08.2021 as per the agreed payment plan which were ignored by the complainant. Constrained, the respondent had duly cancelled the allotment of the complainant on account of



non payment of dues on 16.09.2021. As of today, the plot in question has already been allotted to some other allottee and conveyance deed has also been executed. There is no claim of the complainant towards the plot in question.

E. ISSUES FOR ADJUDICATION

18. Whether the complainant is entitled for the possession of the plot along with interest for the delay caused in delivery of possession in terms of Section 18 of Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

19. After going through rival contentions of both parties and perusing documents placed on record, it is observed that in the captioned complaint the complainant had booked a plot in the project of the respondent namely, "Puri Kohinoor" situated in Sector 89, Faridabad, Haryana on 10.06.2021 by paying a booking amount of ₹5,00,000/-. Vide allotment letter dated 12.06.2021 complainant was allotted plot bearing No. KH/054/P, measuring 157.24 sq. yds. The total sale consideration of the unit was fixed as ₹ 56,00,000/-. As per annexure -I of the allotment letter the complainant had to make payment of balance sale consideration within 15 days, 45 days, 75 days, 105 days and 135 days from the date of allotment. However, the complainant did not adhere to the agreed payment plan. The respondent thereafter duly issued demand/reminder letters dated 02.07.2021, 25.08.2021, 26.07.2021,



03.08.2021 and 10.08.2021 for making payment of further consideration which were ignored by the complainant. Constrained the respondent issued a letter of cancellation of allotment dated 16.09.2021 to the complainant after forfeiture of earnest money. On the other hand it is submitted by the complainant that the respondent had failed to. It is the pivotal submission of the respondent that after the cancellation of the allotment of the complainant the complainant has no claim against the plot in question. After cancellation the respondent has already re-allotted the plot in question to another allottee whose conveyance deed has already been executed and registered.

20. After perusing all the facts and circumstances, the main point of contention in the present dispute is with regard to cancellation of the allotment of the complainant qua plot KH/175/P by the respondent vide letter dated 16.09.2021. In this regard it is the submission of the complainant that after booking the plot in question and making payment of ₹5,00,000/-, the complainant had patiently waited for execution of a plot buyer agreement which would have crystallised the terms of contract between both the parties. However, the respondent instead of executing the same rather kept on issuing demand/reminder letters to the complainant for making further payment. It is the principal contention of the complainant that the respondent could not have raised these demands from the complainant before executing a plot buyer agreement. These demands did not conform to the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules framed there under



wherein, it has been specified that a promoter shall not demand any instalment beyond 10% of the total sale consideration without executing an agreement to sell. Allegedly, the complainant had relentlessly pursued the respondent for execution of a plot buyer agreement which would have solidified the rights/claims of the complainant-allottee, however, the respondent just to evade its liability cancelled the allotment of the complainant under the garb of non payment of dues. The complainant could not have made payment of these demands as the same were premature and not payable at the time.

21. On the other hand it is the submission of the respondent that vide allotment letter dated 12.06.2021, the complainant had also been issued a detailed payment plan towards making payment of sale consideration in lieu of the booked plot. The terms of payment were made clear to the complainant and the complainant was duty bound to honor the demands as and when made by the respondent. It is the complainant who has failed to make requisite payment thus constraining the respondent to cancel the allotment of the complainant vide cancellation letter dated 16.09.2021. It has further been submitted by the respondent that the project in question has already been obtained completion certificate on 10.06.2021, therefore the respondent was not duty bound to execute a plot buyer agreement in respect of the plot in question. There is no violation of Section 13 of the RERA Act 2016 as it does not apply to project of the respondent in the present complaint. The complainant deliberately failed to make payment of outstanding balance sale consideration and when the



respondent took necessary action with regard to cancellation of allotment, the complainant through collusion executed a plot buyer agreement to lay illegal claim over the plot in question. As per records of the respondent, the plot in question stands cancelled and complainant has now no claim after two years of said cancellation.

22. In light of these peculiar circumstances, it becomes necessary to get a clarity on roles and obligations of both the parties towards the sale and purchase of plot bearing no. KH/175/P to enable proper adjudication of the matter. In this regard it is observed that after the allotment of the plot in question in favor of the complainant, the next step was execution of a plot buyer agreement to crystallise the terms of agreement between the parties qua the said plot. It is the principal argument of the respondent that the complainant was provided with a detailed payment plan along with allotment letter dated 12.06.2021 and since the project had already received completion certificate; hence the respondent was not obligated to execute an agreement for sale as per Section 13 of RERA Act. As per RERA Act 2016, an agreement for sale is a sacrosanct document which has a binding effect on the executing parties, in addition to, the agreement itself being a statement of commitment made by them at the time of signing the contract. As soon as a unit is booked in a project, an obligation is cast upon the promoter to execute a buyer's agreement in respect of the said unit as it governs the conduct of both parties, including making payment of sale consideration, till the end. Execution of an agreement



for sale is not a mere formality when making a sale and purchase of a property but rather it is the very basis of the said act. The agreement for sale provides for due date of delivery of possession, casts time bound obligation on both the parties, entails the basic amenities which constitute the project etc. This simply cannot be overlooked by either of the parties. It is the plea of the respondent that it is exempted from executing an agreement for sale under Section 13 of the Act, since the project has received completion certificate. A bare perusal of the Section 13 reveals that no exemption has been given to promoters from executing an agreement for sale for projects which have received completion certificate. Section 13 of the RERA Act 2016 is being reproduced below for ready reference:

“(1) A promoter shall not accept a sum more than ten per cent. of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to



the promoter in case of default, and such other particulars, as may be prescribed."

As is evident, there is no provision in the Act which adorns the respondent with specific rights to do away with execution of a plot buyer agreement just because the project had received a completion certificate. A plot buyer agreement is inherent to any transaction with regard to sale and purchase of a property between a promoter and an allottee and the same cannot be excused under any circumstances. Thus, the plea of the respondent stands rejected. The respondent was duty bound to execute a plot buyer agreement with the complainant in respect of the plot in question after issuing the allotment letter and before taking any payment beyond 10% of the sales consideration.

23. In view of the aforementioned observations, it can be rightly viewed that the respondent could not have forced the complainant to make payment of further sales consideration without first executing a plot buyer agreement. Though the respondent had conveyed a payment schedule to the complainant but the same was not payable as yet by the complainant and thus there was no default on the part of the complainant on account of non payment of dues. Further the respondent in the absence of concrete terms had forfeited the entire amount of ₹ 5,00,000/- paid by the complainant. Fact of the matter is that the respondent acted on its own whims and fancies and cancelled the allotment of the complainant all the while retaining the entire amount paid by the complainant. The respondent could not have cancelled the allotment of the complainant



while defaulting upon its own obligations towards the complainant. Therefore, it is germane to say that the cancellation of the allotment of unit vide letter dated 16.09.2021 is unlawful and bad in the eyes of law. As also the forfeiture of amount of ₹ 5,00,000/- made by the respondent on account of said cancellation

24. As per observations recorded in preceding paragraph, though the cancellation of the allotment of the complainant was invalid and bad in the eyes of law and however, the complainant after availing ample time and a considerable cooling off period had chosen to not pursue the allotment qua the plot in question for reasons best known to her. The alleged cancellation letter dated 16.09.2021 had been duly served upon the complainant. Thereafter, the complainant waited for nearly two years to approach the Authority. The act and conduct of the complainant do not match with her pleas. There was no communication on the part of the complainant seeking revocation of the alleged cancellation letter. The present unit had been booked in the year 2021, when the prices of the real estate sector had suffered due to on going Covid-19. However, after recovery from the said pandemic, the prices in the real estate sector had soared which is when the complainant had sent her legal notice 12.08.2023 to the respondent. Thus, this peculiar conduct of the complainant clearly shows that the present complaint is an after thought to enrich herself. The complainant, under the particular circumstances, had consciously accepted the said cancellation and thus, cannot now lay claim over the plot in question after



abandoning the same and sitting over for more than a year. However, this observation does not change the fact that the complainant has been wronged by the respondent by illegally cancelling the allotment of the complainant and retaining the amount paid by her on account of forfeiture. Since the alleged cancellation dated 16.09.2021 was unlawful the respondent could not have retained the amount paid by the complainant. Though the complainant is not in a position to lay claim over the plot in question but that does not entitle the respondent to wrongfully enrich itself over the hard earned money of the complainant. Therefore, for causing wrongful loss to the complainant and arbitrarily cancellation of the allotment, the complainant is entitled to receive refund of her paid amount along with interest as per prescribed rate under RERA Act. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of deficiency of service on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;



(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:

Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

25. Hence, Authority directs respondent to refund to the complainant the paid amount along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% 8.90% + 2.00%) from the date amounts were paid till the actual realization of the amount.

26. Authority has got calculated the interest on total paid amount from date of payments till date of order(i.e 04.11.2025) and same is depicted in the table below:

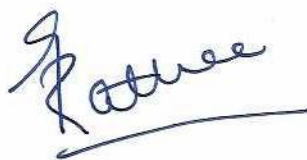


Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till date of order i.e 04.11.2025(in ₹)
1.	5,00,000/-	12.06.2021	2,38,849/-
Total: 5,00,000/-			2,38,849/-
Total payable to complainant(5,00,000+ 238849)= 7,38,849/-			

G. DIRECTIONS OF THE AUTHORITY

27. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i. Respondent is directed to refund the paid amount along with interest @ 10.90% of ₹ 7,38,849/- to the complainant as specified in para 26 of this order. Interest shall be paid up till the time period under section 2(za) i.e till actual realization of amount.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.



28. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.



DR. GEETA RATHEE SINGH
[MEMBER]

