

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

**Complaint no.:** 4880 of 2023  
**Date of decision:** 30.10.2025

Shri Ajay Kumar Sharma

**R/o:** House no. 1696, 2<sup>nd</sup> Floor, Maruti Kunj, Bhondsi, Sohna  
Road, Gurugram- 122102

**Complainant**

Versus

SRV Automotives Pvt. Ltd.

**Regd. Office:** Plot no. 146, Gali no. 1, Opposite Police Chowki,  
Kapashera, New Delhi- 110037  
Corporate Office at:- Landmark House, Plot No. 65, Sector-44,  
Institutional Area, Gurugram- 122003

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Shri Harsh Jain, Advocate  
Shri Amarjeet Kumar, Advocate

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:





S. No.	Particulars	Details
1.	Name and location of the project	"Landmark the Homes 81", Sector-81, Gurugram
2.	Nature of the project	Affordable Group Housing Colony
3.	Project area	5 acres
4.	DTCP License	04 of 2021 dated 02.03.2021 valid till 01.03.2026
	Name of the licensee	SRV Automotives Pvt. Ltd.
5.	HRERA registered/not registered	Registered 36 of 2021 dated 16.07.2021 valid till 28.02.2026
6.	Allotment letter	09.10.2021 (Page 30 of complaint)
7.	Date of execution of agreement of sale	16.09.2022 (Page 45 of complaint)
8.	Unit no.	H- 0304, 3 <sup>rd</sup> floor, tower H (As per page no. 48 of complaint)
9.	Area admeasuring	348.043 sq. ft. (Carpet area) (Page 48 of complaint)
10.	Possession clause	<b>7. POSSESSION OF THE UNIT FOR RESIDENTIAL/ COMMERCIAL (AS THE CASE MAY BE):</b> <b>"7.1 Schedule for possession of the said Unit/Apartment for Residential /Commercial The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment for Residential /Commercial (as the case may be) along with one 2 wheeler parking (if applicable) to the Allottee(s) and the common areas to the association of Allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit/Apartment for Residential /Commercial (as the case may be) along with one 2-wheeler parking (if applicable) as per agreed terms and conditions unless there is delay due to "force majeure., Court</b>





		<p><b>orders, Government policy /guidelines, decisions affecting the regular development of the real estate project.</b> The Parties agree that the time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e., events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. Such act shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and/or alternative measures, have been prevented....."</p> <p><b>(Emphasis Supplied)</b></p> <p><i>(Page no. 54 of the complaint)</i></p> <p>As per affordable housing policy 2013 1(iv) <b>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later.</b> This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licence shall not be renewed beyond the said 4 years from the date of commencement of project.</p>
11.	Total consideration	Rs.14,34,480/- (As per BBA, at page no. 49 of complaint)
12.	Total amount paid by the complainant	Rs.7,24,598/- (As per final reminder cum cancellation notice page 27 of reply)
13.	Date of approval of building plans	01.03.2021 (As per clause E of the BBA at page no. 47 of the complaint)
14.	Date of environment clearance	16.11.2021 (As informed by the respondent during

*[Signature]*

		proceedings dated 12.12.2024)
15.	Due date of possession	16.11.2025 (calculated from date of environment clearance i.e., 16.11.2025 being later)
16.	Demand Letters	15.03.2022, 30.08.2022, 21.03.2023, 09.04.2023, 25.04.2023. (Page no. 35-37 of complainant and 24-26 of reply)
17.	Final reminder-cum-cancellation notice	11.05.2023 (Page 27 of reply)
18.	Newspaper publication	26.05.2023 (Page 28 of reply)
19.	Cancellation letter	11.08.2023 (Page 29 of reply)
20.	Occupation Certificate	Not obtained
21.	Offer of possession	Not offered

## B. Facts of the complaint.

3. The complainant has made the following submissions: -

- That the respondent, in 2021, the respondent company issued an advertisement announcing an affordable group housing project "Landmark The Homes 81" at Sector - 81, Gurugram was launched by SRV Automotives Private Limited, and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondent confirmed that the projects had got building plan approval from the authority.
- That relying on various representations and assurances given by the respondent company and on belief of such assurances, allottee i.e., complainant herein, booked a unit in the project by paying an amount of Rs.2,92,689/- towards the booking of the allotted unit to the respondent on 09.10.2021 and the same was acknowledged by the respondent. At the time of booking the complainant was assured that project of the respondent company is eligible for 90% loan amount from various financial institutions.
- That the respondent after issuing an allotment letter dated 09.10.2021 to the complainant and confirming the booking of the said unit bearing no. H-0304,





3rd Floor Tower H, in Sector 81, having Carpet area measuring 348.043 sq. ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e., Rs.14,34,840/-, which includes basic price Plus EDC and IDC, ETC and other specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.

- d) That after repeated reminders and follow ups with the respondent. The respondent finally after delay of almost eleven months got builder buyer's agreement dated 14.09.2022, executed between both the parties. The complainant duly and timely signed the agreement and sent the same to the respondent but respondent till date has failed to provide the copy of same to the complainant.
- e) That the respondent sent an demand letter dated 15.03.2022, raising demand of Rs.1,81,149/- on account of within 15 days from the date of issuance of the allotment letter. Furthermore, Section 13 of the Act: *No deposit or advance to be taken by promoter without first entering into agreement for sale. — (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.*

- f) That after issuing the allotment letter to the complainant, the respondent raised various demands through speed post and through various e-mails to the complainant and the complainant was regularly paying the illegal demands of the respondent without any delay, all the communications of the respondent took place with the complainant through emails only and in support to the emails the respondent used to sent the letters through speed post to the complainant.
- g) That complainant made a telephonic conversation with the respondent and stated that the next installment demand mail is not received this time, that thereafter respondent stated that there is delay in raising the demand from our side only and assures the complainant that no need to worry as you will receive the demand mail soon and thereafter you the complainant can pay the amount as per the demand, after such conversation the complainant got relaxed and waited for the demand mail.
- h) That the complainant received a letter dated 21.03.2023 regarding the project updates and with that letter no demand letter was attached as in earlier cases the respondent use to sent the demand letter with the project updates letter and with that email was also sent by the respondent to the complainant stating the same heading but this time when no demand letter was sent by the respondent than again a telephonic conversation with the respondent took place and stated that the next installment demand mail is not received this time, that thereafter respondent stated the same thing again that there is a further delay in raising the demand from our side only and assures the complainant that no need to worry as you the complainant will receive the demand mail and speed post soon and thereafter you the complainant can pay all the amount as per the demand, after such



conversation the complainant got relaxed and waited for the demand mail again.

- i) That on 29.07.2023 due to an accident complainant got fracture in his leg and was on bed rest for 3 months and was unable to perform his daily routine work and activates and at the same time the complainant was unable to focus of the respondent project.
- j) That this comes as a shock to the complainant as on one hand complainant was constantly in touch with the respondent and respondent's team to get all demand amounts. On the other hand, the respondent sent a letter dated 11.08.2023 regarding the cancellation of the above said unit of the complainant stating that they have sent a final demand/pre-cancellation latter dated 11.05.2023 to the complainant but no such letter or email was ever received by the complainant from the respondent, this was the unlawful actions from the respondents part as complainant was continuously asking the respondent about the pending demand and was ready to pay the same immediately to the respondent but this illegal act on the respondent is against the Act of 2016.
- k) That thereafter receiving the cancellation letter dated 11.08.2023 the complainant immediately sent a letter dated 14.08.2023 to the respondent stating about the wrong, illegal cancellation of the above said unit, as complainant stated in that letter that he had never failed any instalment raised by the respondent and complainant further stated that he has never received any demand letter or any pre cancellation letter which is mentioned in the said letter is and at the same time complainant was ready pay the remaining amount to the respondent but no response was received from the respondent.
- l) That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent with regard to cancellation of





the above said unit and payment for the remaining amount while he was on bed but respondent was never able to give any satisfactory response to the complainant regarding the status of the same.

- m) That the complainants kept pursuing the matter with the representatives of the respondent by calling their office regularly as well as raising the matter to when will they give the proper reason to the issues raised through vide letter dated 14.08.2023 sent by the complainant to the respondent but no satisfactory answer ever received by the complainant from the respondent. Thereafter losing all the hopes from the respondent side the complainant challenged the cancellation letter sent by the respondent through a legal notice dated 02.09.2023 and the complainant again didn't receive any reply to the said legal notice.
- n) That the respondent has completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, allotment letter and the different advertisements released from time to time. Further, such acts of the respondent is also illegal and against the spirit of the Act, 2016 and the Rules, 2017. It is abundantly clear that the respondent have played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- o) That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the Respondent, from the respondent point of view may be unique and innovative but from the allotter point of view, the strategies used to achieve





its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.

- p) That the complainant is the one who has invested their life savings in the said project and are dreaming of a residence for them and the respondent have not only cheated and betrayed them but also used their hard earned money for their enjoyment.
- q) The complainant after losing all the hope from the respondent company, having their dreams shattered of owning a residence & having basic necessary facilities in the vicinity of the LANDMARK THE HOMES 81" at Sector - 81, Gurugram project and also losing considerable amount, are constrained to approach this Authority for redressal of their grievance. That the complainant has not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law. Hence the present complaint.

**C. Relief sought by the complainant**

4. The complainant has sought following relief(s):
- I. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of the buyer's agreement.
  - II. To restrain the respondent from raising fresh demand for payment under any head.
  - III. Direct the respondent, not to cancel the allotment of the unit of the complainant.



- IV. Direct the respondent to accept the further amount due from the complainant.
  - V. Direct the respondent not charge any penalty/interest from the complainant & to corporate by providing the required documents for housing Finance.
  - VI. To quash the illegal cancellation letter dated 11.08.2023; and
  - VII. To order the respondent and restraining the respondent from charging any penalty from complainant.
  - VIII. To order the respondent to kindly handover the possession of the unit after completing in all aspect to the complainant and not to force to deliver an incomplete unit.
5. 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 submissions made by the complainant.

**D. Reply by the respondent:**

6. The respondent has contested the complaint on the following grounds:
- a) That the respondent is engaged in the business of Real Estate Development and launched a project under the Affordable Group Housing scheme in the name "Landmark the Homes 81" in Sector-81, Gurugram.
  - b) That the complainant vide application no. 15053, has applied for allotment of a residential unit in the project being developed by the respondent herein. In pursuance to the application, the complainant was provisionally allotted, a residential unit bearing no. H - 0304 having carpet area 348.043 sq. ft. and balcony area 85.336 sq. ft. along with one 2-wheeler parking for a total consideration of Rs.14,34,840/- vide allotment letter dated 09.10.2021.
  - c) That an agreement to sell was executed and registered on 16.09.2022 (SIC 14.09.2022) for unit no. H-0304 having carpet area 348.043 sq. ft. and balcony area 85.336 sq. ft., on 3<sup>rd</sup> floor, in tower H. As per the terms of the allotment





letter and agreement to sell, the complainant has agreed to the payment plan and undertaken to make timely payments of the demands raised in accordance with the payment plan. It is imperative to mention here that the respondent in accordance with the agreed payment plans had duly raised the demands, however the complainant has failed to make the payment(s) towards the said demand/instalment in/on time and has defaulted in complying with the terms of the agreement/allotment.

- d) That the respondent in terms of the allotment letter and builder buyer's agreement raised the 5<sup>th</sup> demand for the payment of Rs.1,81,150/- vide demand letter dated 21.03.2023. That pursuant to the default in making payments of the demand/instalments that fell due as per the payment plan, respondent also sent various reminders/communications calling upon the complainant to clear the outstanding instalment and to comply with the other obligations as set out therein. However, the complainant have continued to default in making payment and have breached the terms of the allotment letter/builder buyer agreement.
- e) That thereafter, on 11.05.2023, respondent raised a final reminder for demand upon the complainant to remit the overdue payments along with the applicable interest within 15 days of the date of the notice in respect of the said unit. The respondent neither received any reply nor the payment of the outstanding amounts as per the agreed payment plan.
- f) That despite issuance of several notices as the complainant still defaulted in making the payment, the respondent thereafter on 26.05.2023 published in the newspaper "**Dainik Savera Times**" wherein the respondent has categorically stated the allottee code of the complainant i.e. 15053 stating that the complainant is not depositing due despite many reminders and if the complainant continues to default, the respondent would be constrained to cancel the said allotment.





- g) That as per the terms of the buyer's agreement/application form/allotment letter, timely payment of instalments was, inter alia, the essence of provisional allotment of the unit and respondent was entitled to cancel the allotment in the event of non-payment of instalments and/or non-compliance of other obligations. Thus, in exercise of the rights vested in the company under the terms of the Affordable Housing Policy of 2013 and other relevant provisions of the allotment letter, the respondent was constrained to issue the cancellation of the allotment of the unit vide letter dated 11.08.2023.
- h) That pursuant to the cancellation notice dated 11.08.2023, all the rights, title and interest in the unit stand annulled forever. Respondent thereafter, was discharged of all its obligations towards you and all any instrument(s) executed in pursuance of the unit. that as per deductions (reference to Affordable Housing Policy, 2013) in the buyer's agreement/allotment letter/application form, the balance refundable amount was Rs.6,44,303/- was offered to the complainant subject to the complainant visiting the corporate office & completing the cancellation formalities as per Affordable Housing Policy, 2013 and Buyer's Agreement/Allotment Letter/ Application Form to allow respondent to initiate the refund process, however in vain. As the said unit was cancelled and the complainant never approached the respondent, raised an issued a frivolous letter dated 14.08.2023, the respondent has allotted the said unit to some other person.
- i) That the present complaint is liable to be dismissed as it is the complainant who has defaulted in making the payments resulting which the allotment was cancelled. It is further submitted that it's a legal principal "***Nullus Commodum Capere Potest De Injuria Sua Propria***" i.e. A person having done wrong cannot take advantage of his own wrong and plead bar of any law meaning thereby that the complainant himself is a defaulter and presently seeking relief before this Authority is not permissible.





**E. Jurisdiction of the Authority**

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

**E.I Territorial jurisdiction**

8. 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**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11(4)(a)**

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the 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.*

10. 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 the compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

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

- F.I Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of the buyer's agreement.**



- F.II To restrain the respondent from raising fresh demand for payment under any head.**
- F.III Direct the respondent, not to cancel the allotment of the unit of the complainant.**
- F.IV Direct the respondent to accept the further amount due from the complainant.**
- F.V Direct the respondent not charge any penalty/interest from the complainant & to corporate by providing the required documents for housing Finance.**
- F.VI To quash the illegal cancellation letter dated 11.08.2023; and**
- F.VII To order the respondent and restraining the respondent from charging any penalty from complainant.**
- F.VIII To order the respondent to kindly handover the possession of the unit after completing in all aspect to the complainant and not to force to deliver an incomplete unit.**

11. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
12. The complainant was allotted unit no. H-0304, 3<sup>rd</sup> floor, tower H, in the respondent's project "Landmark The Homes 81" at total sale consideration of Rs.14,34,840/- under the Affordable Group Housing Policy 2013 on 09.10.2021. A builder buyer agreement was executed between the parties on 16.09.2022. The possession of the unit was to be offered within 4 years from approval of building plans (01.03.2021) or from the date of environment clearance (16.11.2021), whichever is later which comes out to be 16.11.2025 calculated from the date of environment clearance being later. Therefore, the due date of handing over possession comes out to be 16.11.2025. The complainant paid a sum of Rs.7,24,598/- towards the subject unit, against the sale consideration of Rs.14,34,840/- and the complainant is ready and willing to retain the allotted unit in question.
13. The complainant is always ready and willing to retain the allotted unit in question. However, the complainant has only paid a sum of Rs.7,24,598/- towards the unit allotted to him. The respondent vide reminder/demand letters dated 15.03.2022, 30.08.2022, 21.03.2023, 09.04.2023, 25.04.2023 and final





reminder dated 11.05.2023, intimated the complainant for payment of the outstanding dues but she failed to adhere the same. The continuous default on part of the complainant to make payment of outstanding dues constrained the respondent to make a publication of the same in the newspaper "Dainik Savera Times" on 26.05.2023.

14. It is observed that the complainant failed to pay the remaining amount as per schedule of payment and which led to issuance of notice for cancellation by the respondent/builder dated 11.08.2023. In line with the aforesaid facts, the written submission filed by the parties and documents 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?"
15. 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".*

16. In the present case, the agreement to sell was executed inter-se the parties on 16.09.2022, and the complainant/allottee has paid an amount of Rs.7,24,598/- which constitutes only 50.50% of the sale consideration. Accordingly, the respondent issued numerous reminder/demand letters dated 15.03.2022, 30.08.2022, 21.03.2023, 09.04.2023, 25.04.2023 and the final reminder dated 11.05.2023, to the complainant. As per Section 19(6) of the Act, 2016, every allottee, who entered into an agreement, shall be responsible to make necessary payment within the time period as specified in the said agreement. The relevant para is reproduced below:






***"Section 19 Rights and Duties of Allottees***

*19 (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."*

17. On 26.05.2023, the respondent published a list of defaulters for payments in the daily Hindi newspaper "Dainik Savera Times". Finally, the cancellation letter has been issued by the respondent on 11.08.2023. 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 dated 11.08.2023 is held to be valid.
18. As per cancellation clause of the Affordable Housing Policy of 2013, the respondent can deduct the amount of Rs.25000/- only and the balance amount shall be refunded back to the complainant. Till date no amount has been refunded back by the respondent 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/- only as per clause 5(iii)(i) of the Policy 2013 as amended by the State Government on 05.07.2019, along with interest at the prescribed rate of interest i.e., @ 10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from date of cancellation of allotment i.e., 11.08.2023 till the actual realization of the amount within the timelines provided in Rule 16 of the Haryana Rules 2017 *ibid*.

**G. Directions of the Authority.**

19. Hence, the Authority hereby passes this order and issues the 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. The respondent is hereby directed to refund the paid-up amount of Rs.7,24,598/- 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, to the complainant along with interest @10.85% per annum as prescribed under rule 15 of the Rules, 2017, on such balance amount from the date of cancellation of allotment i.e., 11.08.2023 till the actual realization of the amount.
  - II. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.
20. Complaint as well as applications, if any, stand disposed off accordingly.
21. File be consigned to registry.

**Dated: 30.10.2025**



**Phool Singh Saini**  
(Member)  
Haryana Real Estate  
Regulatory Authority  
Gurugram