

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

Complaint no.:
Date of decision:

4213 of 2024
08.10.2025

Ashwini Kataria
R/0:- B-93, Kunj Vihar, CGHS Ld., Plot No.19,
Sector-12, Dwarka, South West Delhi.

Complainant

Versus

M/s GLS Infratech Pvt. Ltd.
Office at: 707, 7th Floor, JMD Pacific Square,
Sector-15, Part-II, Gurugram-122001..

Respondent

CORAM:

Ashok Sangwan

APPEARANCE:

Satvir Singh Hooda (Advocate)

Harshit Batra (Advocate)

Member

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 29 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 provision of the Act or the rules and regulations

made there under or to the allottees as per the agreement for sale executed inter se.

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 and delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	" GLS Avenue 51"
2.	Location of the project	Sector-92, Gurugram.
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license no.	License no. 06 of 2017 Dated 08.02.2017
5.	Registered/not registered	Registered Vide registration no. 233 of 2017 Dated 19.09.2017
6.	Allotment letter	08.08.2017 (As on page no. 15 of complaint)
7.	Unit no.	J-1016, Tower-J, Floor-10 th (As on page no. 49 of reply)
8.	Area of the unit	310 sq.ft. [Carpet Area] (As on page no. 49 of reply)
9.	Apartment Buyer's	12.04.2018

	Agreement	(As on page no. 48 of reply)
10.	Building plan sanction	20.03.2017
11.	Grant of Environmental Clearance	21.07.2017
12.	Possession clause	Clause 1(iv) of Affordable Housing Policy Four years from the date of sanction of building plans or environmental clearance, whichever is later.
13.	Due date of possession	21.01.2022 (21.07.2021 + 6 months on account of Covid-19)
14.	Tri-partite Agreement executed between complainant, respondent, and Aditya Birla Housing Finance Limited	27.04.2018 [An amount of Rs.11,00,000/- has been sanctioned]
15.	Sale consideration	Rs.12,52,500/- (As on [page no. 55 of reply])
16.	Total amount paid by the complainant	Rs.12,98,834/- (As per Statement of Account dated 13.11.2021 on page no. 66 of complaint)
17.	Occupation certificate	15.03.2021 (As on page no. 77 of reply)
18.	Offer of possession	16.05.2021

		(As on page no. 80 of reply)
19.	Final reminder	23.05.2020 (As on page no. 105 of reply)
20.	Intimation of cancellation	13.06.2020 (As on page no. 106 of reply)
21.	Newspaper publication	17.09.2021 (As on page no. 112 of reply)
22.	Notice of cancellation	05.01.2022 (As on page no. 115 of reply)

B. Facts of the complaint:

3. The complainant made the following submissions in the complaint:

- I. That the complainant wanted to buy a small accommodation of one 1 BHK residential apartment in NCR Gurugram in a short budget and in the process, the complainant came into contact with the officials of GLS Infra Pvt. Ltd.
- II. That in the first meeting held with the officials of the said company, the CRM official told the complainant that the respondent company is going to launch an affordable residential project / colony in Sector -92, Gurugram very soon. The official of the respondent company informed the complainant that the name of the affordable housing project/colony is 'GLS Avenue 51'.
- III. That the respondent also assured and cleared the complainant that all sanctions / approvals, environmental clearance as well as HRERA License etc. had been acquired timely by the respondent

company before to launch the above named affordable housing project / colony in Sector-92, Gurugram.

- IV. That the total sale consideration of the residential apartment (subject unit) is Rs.12,52,500/- and area is measuring 310 sq. ft. and a parking of two wheelers at the parking site approx. the area of 0.8 meter x 2.5 meter.
- V. That the respondent informed the complainant that a housing loan facility under subvention scheme is available because of the respondent's tie up with the Aditya Birla Loan Finance Limited on nominal rate of interest and that too would be paid by the respondent.
- VI. That the respondent further put up the Schedule of Payment Plan depicting the time of payment and percentage of the total price payable before the complainant as below:
- i. *That at the time of submission of the application or booking the unit amount of 5% of the total sale price would have to be deposited as booking amount.*
 - ii. *That within 15 days of the date of issuance of allotment letter is to be paid to the respondent 20% of the total price.*
 - iii. *That within 6 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent.*
 - iv. *That within 12 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent.*
 - v. *That within 18 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent.*
 - vi. *That within 24 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent*
 - vii. *That within 30 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent.*
 - viii. *That within 36 months from the date of issuance of allotment letter 12.5% of the total price payment is to be paid to the respondent.*
- VII. That banking upon the assurance given by the respondent's CRM team in the meeting, the complainant decided to book a residential apartment in the above said affordable housing project

named as "GLS Avenue 51" to be constructed at Sector-92, Gurugram, Haryana.

- VIII. That the complainant vide application bearing no. **02485-FAPPA-51/17-18** applied for booking a residential apartment on dated 30.06.2017 following a terms and conditions laid down on the page of 11 of the brochure of the said project and deposited an amount of Rs.62,650/- as booking amount which is 5% of total sale consideration value of 12,52,500/- as mentioned in the schedule A.
- IX. That the complainant was allotted a residential apartment bearing no.J-1016, Tower J, located on 10th Floor, area measuring 310 sq. ft. with a two wheeler parking admeasuring in the parking area of 0.8 meter x 2.5 meter meant for Tower J on 30.06.2017. That on 08.08.2017, the respondent executed and handed over allotment letter of the said unit.
- X. That the Apartment Buyer and Seller Agreement between first and second party was executed on 06.04.2018 at Delhi. After the allotment of the unit a loan amounting Rs.11,85,000/- was sought and applied from Aditya Birla Housing Loan Finance Ltd. under the subvention loan scheme as directed by the respondent's officials.
- XI. That between the buyer and the complainant and Aditya Birla Housing Loan Finance Ltd. a Tripartite Agreement was executed on 08.08.2017 because it was wanted for the purpose of housing loan from Aditya Birla Housing Loan Finance Ltd. as sponsored by the respondent.

- XII. That the amount of house loan sanctioned from the Aditya Birla Housing Loan Finance Ltd. is amounting to Rs.11,00,000/- because an amount of Rs.62,600/- had already been paid as booking amount to the respondent which is according to the payment plan Schedule A.
- XIII. That a loan agreement between the Aditya Birla Housing Loan Finance Ltd. and the complainant was executed on 26.09.2018 and a house loan amounting Rs.11,00,000/- was sanctioned by Aditya Birla Housing Loan Finance Ltd. on the same date for a terms of 60 months of repayment of loan under the subvention scheme and whole of the amount has been paid to the respondent as per the scheduled payment plan before the date of possession which is still being used by the respondent and as per the terms and conditions of the loan the complainant is paying Rs.20,000/- per month to the finance company as per the subvention loan scheme till date.
- XIV. That after the sanction of house loan on 26.09.2018 for a terms of 60 months of the house loan the Aditya Birla Housing Loan Finance Ltd. started issuing house loan cheques to the respondent as per the schedule payment plan as committed by the complainant under the subvention scheme of loan. Though till that time, the respondent had not achieved even registration of HRERA as the same was acquired on 19.09.2017.
- XV. That the Aditya Birla Housing Loan Finance Ltd. issued all the cheques of house loan timely to the respondent as mentioned in the payment schedule-A plan from Sr. no. 1 to 8 but the respondent never issued receipts of those loan cheques / S.O.A.

(Statement of accounts) and Letter of Final Disbursement Cheque to the Aditya Birla Housing Loan Finance Ltd. Even after several reminders were sent to the respondent by the finance company.

- XVI. That due to the non-receiving of the receipts of the delivered loan cheques to the respondent and SOA, final disbursement payment letter, the Aditya Birla Housing Loan Finance Ltd. hold the final disbursement cheque and informed the respondent respectively about holding an amount of Rs.2,40,873/- to the respondent.
- XVII. That even after the several communces/reminders to the respondent by the finance company, the respondent neither sent the demands letter of final disbursement cheque nor handed over the receipts of loan cheques and demand letter for the final disbursement cheque.
- XVIII. That Aditya Birla Housing Loan Finance Ltd. had advanced cheques of house loan to the respondent to the tune of 90% amount of the total sale price. The respondent issued a possession letter to the complainant of the said unit in incomplete situation on May 2021 but the unit was incomplete at that time.
- XIX. That following the contents of the possession letter, the complainant visited the CRM office of the respondent on 02.05.2021 to get the possession of the unit and met Ms. Renu for possession of the allotted unit but she started putting up the grievances of the respondent and said that the final disbursement cheque had not been sent to the respondent by that time. Therefore, the physical possession of the unit could not be handed over to him till the cheque of final disbursement amount is not issued by the Aditya Birla Finance Ltd. to the respondent.

- XX. That the CRM further disclosed that an amount of Rs.1,87,388/- had also been imposed upon the complainant as the delay payment charges for the final disbursement cheque of Rs.2,64,755/-. She also told the complainant that an amount of Rs.48,471/- had also been imposed upon him as Holding Charges and the total amount payable was of Rs.5,00,614/- and after making the payment, the physical possession of the unit would be given to him.
- XXI. That the authorized person of Aditya Birla Housing Loan Finance Ltd. during the conversation revealed to the complainant that the respondent had not submitted the receipts of house loan cheques issued to the respondent and the SOA till date, that is why the final disbursement cheque had been hold by the loan financing company.
- XXII. That thereafter, the complainant personally collected all the receipts, SOA and letter for final disbursement of loan from the respondent and immediately handed them over to the Aditya Birla Housing Loan Finance Ltd. on the same very dates all the required documents.
- XXIII. That the final disbursement cheque amounting to Rs.2,40,873/- was issued in the name of respondent by the finance company to the complainants and handed them over to the respondent immediately on that very day.
- XXIV. That the complainant immediately went to the office of the respondent and handed over the final disbursement cheque to Ms. Renu and the cheque was also encashed by the respondent. On that very date, Ms. Renu asked the complainant to visit again

to the office of respondent to get some more information regarding his residential apartment.

XXV. That on 04.01.2022 the respondent sent a mail to the complainant that the allotment has been cancelled and directed the complainant to provide all the relevant documents for the refund of his amount submitted for the unit. It was utter shock to the complainant to get a mail regarding cancellation of unit from GLS even after accepting the full and final disbursement from ABHFL on 13.12.2021.

XXVI. That the complainant immediately visited the office of the respondent and clarified the matter of cancellation of the unit and it was found correct. Ms. Renu also told the complainant that due to delay of the final disbursement of cheque, a penalty of Rs.1,56,561/- has been imposed upon the complainant but as the final disbursement cheque have been received therefore the penalty would be waived off but it has not been waived off till date.

C. Relief sought by the complainant:

4. The complainant has filed the present compliant for seeking following reliefs:
 - (i) Direct the respondent to withdraw the cancellation letter dated 13.12.2021 and time bound possession of the said unit be directed.
 - (ii) Direct the respondent to pay DPC to the complainant for the delay of possession till date.

(iii) Direct the respondent to waive off the illegally imposed penalty of delay upon the complainant due to none of his default.

(iv) Direct the respondent to compensate the loss of subsidy of Rs.2.5 lac which was to be given under the affordable Housing Scheme due to delay of possession the said subsidy was not given by the government.

5. On the date of hearing, the Authority explained to the respondent /promoter about the contravention 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 respondent:

6. The respondent has contested the present complaint on the following grounds:

I. That the allotment of the unit of the complainant was cancelled on 05.03.2022 due to the failure on part of the complainant to perform her legally enforced obligations.

II. That at this stage it is submitted that the respondent had obtained license no. 06 of 2017 from the Director, Town and Country Planning Department, Haryana for the development of an affordable housing project on the land under the Affordable Housing Policy 2013, issued by the Government of Haryana, vide Town and Country Planning Department's Notification dated 19.08.2013.

III. That the respondent had obtained the approval of the Building Plan on 20.03.2017. Moreover, the respondent had also duly received the Environmental Clearance dated 21.07.2017 for the project. That the project of the respondent has also been registered with

Haryana Real Estate Regulatory Authority (the "HRERA") vide Registration Certificate No. HRERA-785/2017/149 dated 19.09.2017.

- IV. That the respondent has been transparent in its conduct since the very beginning and as soon as the Act, 2016 came into effect in Haryana vide the HRERA Rules, 2017 on 28.07.2017, the respondent initiated the process of registration of the project with HRERA as per the HRERA Rules, 2017.
- V. That the complainant being interested in purchasing a residential apartment in project being developed by the respondent, known under the name and style of "GLS Avenue 51" situated at, village-Wazirpur, Sector 92, Gurugram, Haryana approached the respondent after conducting her own due diligence, seeking allotment of an apartment by submitting an Application Form dated 30.06.2017.
- VI. That upon the acceptance of the Application made by the complainant for allotment, apartment bearing no. J-1016 on 10th floor, Tower- J tentatively admeasuring carpet area of 310 sq. ft. along with a two wheeler parking admeasuring 0.8 m x 2.5 m was allotted to the complainant vide Allotment Letter dated 08.08.2017.
- VII. Thereafter, the parties mutually entered into an Apartment Buyer's Agreement on 12.04.2018. It is pertinent to mention that 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. Rs.12,52,500/- plus taxes and other charges.

- VIII. That the complainant obtained loan from Aditya Birla Housing Finance Limited and in furtherance of the same, a Tripartite Agreement was executed between the complainant, respondent herein and Aditya Birla Housing Finance Limited on 27.04.2018.
- IX. That the project was developed and after the completion of the project, the respondent applied for grant of occupation certificate and the same was duly received by respondent on 15.03.2021.
- X. That post receipt of Occupation Certificate dated 15.03.2021, the respondent duly sent the offer of possession dated 16.05.2021 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. The complainant failed to come forward and remit the balance payment and proceed with other formalities required for completion of the formalities to take over possession of the unit.
- XI. That the complainant is a chronic defaulter, who has time and again breached the terms of the Agreement and failed to make timely payment of demands despite repeated reminders, publications and notices. Constrained by the continuous defaults on part of the complainant, the respondent was constrained to issue "*Notice for Cancellation*" dated 05.03.2022.
- XII. That the present complaint has been filed against the respondent namely 'GLS Infra Private Limited' however, the present complaint's notice has been served to GLS Infraprojects Pvt. Ltd. The answering party herein is not the party as titled in the Performa or the memo of parties and thus, the present complaint is liable to be dismissed due to mis-joinder of proper party.

- XIII. Further, the complainant obtained loan from Aditya Birla Housing Finance Limited for the unit in question and in furtherance of the same, Tripartite Agreement was executed between the complainant, respondent herein and Aditya Birla Housing Finance Limited on 27.04.2018. That however, Aditya Birla Housing Finance has not been made a party to the present complaint. That the subject matter cannot be adjudicated without making Aditya Birla Housing Finance a party to the present complaint, thus the present complaint is not maintainable and liable to be dismissed due to non-joinder of necessary party.
- XIV. That as per Clause 5.1.1 the due date of handing over of possession of the project was 48 months from the commencement date and date of commencement is defined under Clause 1.10 as date of approval of building plans or date of obtaining environment clearance whichever is later. Further, the said due date was subject to force majeure circumstances.
- XV. That the Building Plan was granted on 20.03.2017 and the respondent received the Environmental Clearance on 21.07.2017. Since date of environmental clearance is later, the date of commencement shall be 21.07.2017. By adding 48 months from the date of commencement the due date for delivery comes out to be 21.07.2021. The respondent herein completed the construction of the project before due date and was duly granted Occupation Certificate on 15.03.2021 i.e. much before the due date of possession. Thus, there has been no delay in completion of the project.

XVI. That 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 12 of the Agreement. As the complainant failed to make timely payment of the installments, the complainant was served with various reminder letters and hence, the respondent issued public notice in Dainak Jagran dated 17.09.2021 as per the Affordable Housing Policy, 2013. Due to the continuous defaults of the complainant, the respondent was constrained to cancel the allotment of the complainant and the same was communicated to the complainant vide the Notice for Cancellation dated 05.03.2022.

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

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

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

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 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;

9. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
10. 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*** 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."

11. 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 reliefs sought by the complainant:

F.I. Direct the respondent to withdraw the cancellation letter dated 13.12.2021 and time bound possession of the said unit be directed.

F.II Direct the respondent to pay DPC to the complainant for the delay of possession till date.

F.III Direct the respondent to waive off the illegally imposed penalty of delay upon the complainant due to none of his default.

12. In the present complaint, the complainant intends to continue with the project and is seeking restoration of the unit cancelled by the respondent.
13. The complainant expressed interest in purchasing a residential apartment in a project developed by the respondent under the name and style of "GLS Avenue 51", located at Village Wazirpur, Sector 92, Gurugram, Haryana. After conducting her own due diligence, the

complainant submitted an Application Form dated 30.06.2017, seeking allotment of a unit. Pursuant to acceptance of the said application, the respondent allotted Apartment No. J-1016, situated on the 10th floor of Tower-J, having a tentative carpet area of 310 sq. ft. along with a two-wheeler parking space measuring 0.8m x 2.5m, vide Allotment Letter dated 08.08.2017.

14. Subsequently, both the parties executed an *Apartment Buyer's Agreement* on 12.04.2018. The said agreement was entered into consciously and voluntarily, and its terms and conditions are binding upon both parties. The complainant opted for a "time-linked payment plan" for the total consideration of Rs. 12,52,500/- plus applicable taxes and charges. To finance the purchase, the complainant availed a housing loan from Aditya Birla Housing Finance Limited, and a Tripartite Agreement was accordingly executed between the complainant, the respondent, and the said financier on 27.04.2018.
15. The Occupation Certificate for the project was obtained by the respondent on 15.03.2021. Thereafter, the respondent issued an offer of possession dated 16.05.2021 to the complainant, enclosing the statement of account and requesting payment of the outstanding dues. However, despite receipt of the offer of possession, the complainant failed to remit the balance amount and complete the requisite formalities for taking possession of the allotted unit.
16. It is further noted that the building plan was sanctioned on 20.03.2017, while the Environmental Clearance was granted on 21.07.2017. As per settled norms, the date of commencement of the project is reckoned from the date of Environmental Clearance, i.e., 21.07.2017. Accordingly, applying the stipulated construction period

of 48 months, the due date for delivery of possession would fall on 21.07.2021. The respondent, however, completed the project ahead of schedule and obtained the Occupation Certificate on 15.03.2021. Thus, it is evident that there was no delay in completion or offering possession of the unit.

17. Clause 12 of the Apartment Buyer's Agreement categorically stipulates that adherence to the payment schedule is of the essence of the contract. Despite this contractual obligation, the complainant failed to make timely payments of the installments as per the agreed terms. The respondent, in response to such defaults, issued multiple reminders requesting compliance. Owing to the continued non-payment, the respondent further published a public notice in the newspaper *Dainik Jagran* on 17.09.2021, in accordance with the Affordable Housing Policy, 2013. In view of the complainant's persistent non-compliance, the respondent proceeded to cancel the allotment, which was formally communicated to the complainant through a Cancellation Notice dated 05.03.2022.
18. The complainant has challenged the validity of the cancellation of the allotment, contending that the default in payment occurred due to the respondent's failure to provide the requisite payment receipts and an updated Statement of Accounts to the financial institution. As a result, the financial institution did not disburse the necessary payments. It is the complainant's case that the default was not attributable to any lapse on its part. Accordingly, the complainant has prayed for restoration of the allotment of the subject unit.
19. The Authority observes that the complainant was in continuous default of non-payment of the outstanding dues and thus, the

respondent proceeded to cancel the allotment of the said unit on 05.01.2022 due to continuous defaults on the part of the complainant. Subsequent to the cancellation, the complainant ceased to have any right, title, or interest in the subject unit.

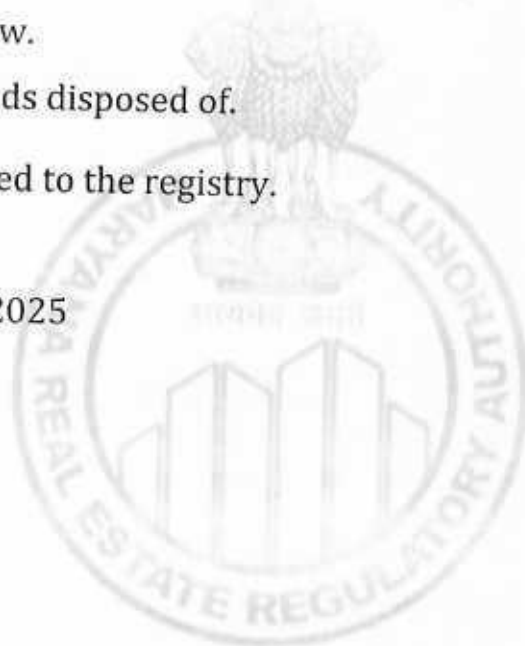
20. The cancellation of the complainant's allotment was done by the respondent in accordance with due process, and the Authority finds no evidence of mala fide intent or procedural irregularity on the part of the respondent. Accordingly, the cancellation of the allotment is upheld.
21. Since the cancellation of the unit by the respondent was done after commencement of construction, hence the respondent is entitled to forfeit the amount in accordance with as per Clause 5(iii)(h) of the Affordable Housing Policy.
22. Thus, keeping in view the aforesaid factual and legal provisions, the complainant is entitled to his right under Section 18 (1) (b) read with 19(4) to claim the refund of the amount paid after statutory deductions alongwith interest at the prescribe rate on the balance from the promoter. Accordingly, the allottee is entitled for refund of the paid-up amount of Rs.12,98,834/- 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 cancellation till the actual realization of the amount.

H. Directions of the Authority:

23. Hence, the authority hereby passes this order and issues 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) of the Act.

- i. The respondent/promoter is directed to refund of the paid-up amount of Rs.12,98,834/- 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 cancellation till the actual realization of the amount.
 - ii. 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.
24. Complaint stands disposed of.
25. File be consigned to the registry.

Dated: 08.10.2025



(Ashok Sangwan)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram