

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

Complaint no.	:	3005 of 2025
Date of complaint	:	23.06.2025
Date of order	:	09.01.2026

Sheeba Tyagi,
R/o: NGR-223, DLF, New Town Heights,
Sector 90, Gurugram.

Complainant

Versus

1. Emmar India Ltd.,
2. Kalyan Yanmendra Chakrabarti,
3. Sumil Mathur,
4. Bharat Bhushan Garg,
5. Dushyant Bhardwaj
All having Regd. Office at: 306-308, Square One,
C-2, District Centre, Saket, New Delhi-110017.

Respondents

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Sameer Sood (Advocate)
Dhruv Rohatgi (Advocate)
None

Complainant
Respondent No.1
Respondent No. 2 to 5

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 under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.no.	Particulars	Details
1.	Name of the project	Amaris, Sector-62, Gurugram
2.	Nature of project	Group Housing Colony
3.	RERA registered/not registered	Registered Registration no. 12 of 2024 dated 14.11.2024
	Validity status	30.08.2030
4.	DTPC License no.	265 of 2007 dated 02.12.2007
	Validity status	01.12.2024
	Name of licensee	Juhi Promoter Pvt. Ltd. & others
5.	Allotment letter	14.01.2025 (As on page no. 21 of complaint)
6.	Unit no.	AM-T2-08-C (As on page no. 23 of complaint)
7.	Unit area admeasuring	152.98 sq.mtr. [Carpet Area] (As on page no. 23 of complaint)
8.	Date of builder buyer agreement	10.03.2025 (As on page no. 65 of complaint)
9.	Possession clause	7. Possession of the unit 7.1 Schedule for possession of the said unit <i>The Promoter agrees and understands that timely delivery of possession of the said premises / unit to the allottee(s) and the common areas to the association of allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1)(f) of the HRERA Rules, is the essence of the Agreement.</i> (As on page no. 90 of complaint)

10.	Due date of possession	30.08.2030 [completion date as declared by the promoter in REP-II]
11.	Total sale consideration	Rs.5,52,29,336/- (As on page no. 130 of complaint)
12.	Amount paid by the complainant	Rs.1,09,59,254/- (As on page no. 184 of reply)
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered
15.	Payment Notice	21.05.2025 (page 183 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant is the allottee of the unit bearing no. AM-T2-08-C, having carpet area of 152.98 sq. mtrs, with project name 'Amaris' located at Sector 62, Gurugram being developed by the respondent promoter, with RERA registration no. 112 of 2024 dated 14.11.2024.
- II. That number of advertisements were given in various leading newspapers, brochures, pamphlets by respondent No. 1 regarding developing of the said project and public at large was invited to buy houses/ flats in the said project.
- III. That on 19.11.2024 the complainant made the payment of Rs. 50,000/- as a token amount to respondent No.1 for the purchase of unit. Respondent No. 1 did not issue payment receipt to complainant upon receipt of payment. Subsequently, on 30.11.2024, the complainant paid a further amount of ₹10,00,000/- as the booking amount sought by respondent No. 1. Respondent No. 1 did not issue payment receipt to complainant upon receipt of payment.
- IV. That respondent No. 1 demanded additional payment of Rs.42,05,646/- from complainant on account of payment to be made upon booking,

claiming that the HRERA certificate for the project was received and the legal team of respondent No. 1 was finalizing necessary documents.

- V. That complainant made the payment of Rs.42,05,646/- to respondent No. 1 on 11.12.2024. Respondent No. 1 did not issue payment receipt to complainant upon receipt of payment.
- VI. That respondent No. 1 issued welcome kit to the complainant on 14.01.2025, i.e. after 45 days from receipt of booking amount on 30.11.2024. Respondent No. 1, further with malafide intent, disclosed payment dates as 05.12.2024, whereas the payments were received on 19.11.2024, 30.11.2024 and 11.12.2024 at page number 13 of the welcome kit.
- VII. That respondent No. 1, despite having received the payment of ₹42,05,646/- from the complainant on 11.12.2024, again issued a demand notice dated 15.01.2025 demanding a payment of ₹41,55,646/- directing the complainant to pay the same by 18.01.2025, against the said demand schedule.
- VIII. That respondent No. 1 arranged for the registration of buyer agreement on 10.03.2025, i.e., after 100 days from receipt of booking amount.
- IX. That respondent No. 1, with malafide intent, despite receiving the booking amount on 30.11.2024, accounted for the same in its books of accounts incorrectly on 16.12.2024.
- X. That on 25.03.2025, respondent No. 1 issued a demand note for two milestone payments mentioned at Sr. 3 and Sr. 4 of Schedule C of the registered buyer agreement, demanding payments of Rs.57,03,608/- specifying the due date of payment as 09.04.2025 [within 30 days from the date of registration of buyer agreement dated 10.03.2025] and Rs.54,79,627/- specifying the due date payable as 15.04.2025 [36 days from the registration of buyer agreement], whereas the due date of

payment should have been calculated as 120 days from registration of buyer agreement.

- XI. That the complainant raised objections via emails dated 26.03.2025, highlighting inconsistencies in the calculation of payment due dates, particularly that respondent No. 1 used different base dates for similar milestones contrary to the registered buyer agreement as stated in paragraph no. 12 above. However, the objections raised by the complainant were not addressed by respondent No. 1
- XII. That the complainant, through its counsel, pointed out the following discrepancies to respondent No. 1 through an email dated 03.04.2025. However, respondent No. 1 did not bother to respond to the email dated 03.04.2025 despite regular follow-ups by complainant between 05.04.2025 to 09.04.2025. On 09.04.2025, respondent No. 1, telephonically demanded, to provide cheques against the disputed demands and assured resolution by 14.04.2025. The complainant refused to issue cheques until issues were resolved. Further, on 16.04.2025, the complainant sent a follow up email to respondent No. 1 seeking status on the closure of the abovementioned issues, to which respondent No. 1 reverted with a schedule of payment which is completely in contradiction to the due dates as per demand notes dated 15.01.2024 and 25.03.2025.
- XIII. That further, due to the failure of respondent No. 1 in addressing the complainant's issue, the complainant made a payment of Rs.57,03,608/- on 18.04.2024.
- XIV. That respondent No. 1, instead of resolving the concerns pointed out by the complainant, issued a legal notice dated 21.05.2025 to the complainant raising the following unfounded allegations and demands, with the same being contradictory to the entire scenario:

- i. Delay in payment against demand for Sr. No. 4 despite repeated reminders by Respondent No. 1.
 - ii. The Complainant is willfully not responding to the reminders issued by Respondent No. 1.
 - iii. Demand of Rs. 80,097/- (Rupees Eighty Thousand and Ninety-Seven only) as interest on alleged outstanding payment
 - iv. Threat to cancel allotment/ booking if the payment is not made in 30 days i.e., 21.06.2025 from the date of receipt of this notice.
- XV. That complainant highlighted the discrepancy in the contents of the notice vide email dated 22.05.2025 and requested respondent No. 1 to withdraw the notice on or before 23.05.2025.
- XVI. That respondent No. 1, once again, failed to address the concerns of the complainant and the complainant, having left with no other option, issued a legal notice dated 30.05.2025 to respondent No. 1, its CEO, its CFO, its Company Secretary, its Directors and Authorised Signatory in buyer agreement, earlier, seeking the following reliefs on or before 15.06.2025:
- i. Rectification of records and disclosure of due dates of payment in "Schedule-C" by considering the date of registration of BA being 10.03.2025, with further demands raised accordingly.
 - ii. Withdrawal of delayed payment charges of Rs. 80,097/- and notice dated 21.05.2025 for termination of allotment, with immediate effect.
- XVII. That respondents however, till the filing of the present complaint before this Authority, have neither responded to the legal notice nor rectified the deficiencies in buyer agreement along with revision of due dates for payment.
- XVIII. That the respondents, have wilfully failed to provide a correct payment schedule in line with the conditions contained in the registered builder

buyer agreement, particularly with respect to Schedule C of the agreement and is arbitrarily fixing dates of payment and raising demand notes, with incorrect due dates of payments, creating confusion and causing undue hardships, mental strain, agony and legal uncertainty for the complainant.

- XIX. That the non-disclosure of due dates under Sr. Nos. 5 to 10 of Schedule C of the agreement is in violation of the principles of transparency and good faith as required under the RERA Act, 2016.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. Update Annexure/Schedule C with the correct and revised due dates in accordance with the date of registration of the Builder Buyer Agreement.
 - II. Calculate all due dates from the date of registration of the Builder-Buyer Agreement, i.e., 10.03.2025, and not from any earlier or arbitrary date.
 - III. Provide receipt of payment of Rs. 57,03,608/-.
 - IV. Withdraw demand of interest raised on the complainant for alleged delay.
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 vide reply dated 30.09.2025 contested the complaint on the following grounds: -
 - i. That the disputes raised in the present complaint are beyond the purview of the Authority and can only be adjudicated by the civil court.
 - ii. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an

- erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the application form, 1 allotment letter and buyer's agreement dated 10.03.2025.
- iii. That the complainant is a wilful and persistent defaulter who has failed to make payment of the sale consideration as per the payment plan opted by the complainant.
 - iv. That the complainant had approached the respondent and expressed an interest in booking an apartment bearing Unit No. AM-T2-08-C, T2 Building, 08th Floor in the residential group housing project being developed by the respondent known as "Amaris" situated in Sector 62, Gurugram. It is submitted that prior to making the booking, the complainant had conducted extensive and independent enquiries with regard to the project and it was only after the complainant was fully satisfied about all aspects of the project, including the approvals, licenses, permissions as well as the capacity of the respondent to undertake the project in question, that the complainant took an independent and informed decision, uninfluenced in any manner by the respondent, to book the apartment in question.
 - v. That upon submission of the application form dated 11.12.2024 by the complainant, the respondent issued an email dated 18.12.2024 to the complainant, welcoming the complainant to the project and sought the confirmation on the personal details and booking details of the complainant. It is relevant to mention that the said comprehensive email contained the price of the unit, payment plan/ schedule, payments made by the complainant and other important details and particulars.
 - vi. That the complainant was allotted the said unit under construction linked payment plan wherein, the first four payment schedule was

linked to the time from the date of booking, while the others were linked to the construction milestones. It needs to be noted that none of the bookings were linked from the date of registration of the buyer's agreement. The only rider, as per law was that the payments beyond 10% could be demanded only after the registration of the Buyer's Agreement. It is submitted that the complainant was raised the demand for the 1st instalment "On booking" on 14.01.2025, which recorded the payment made by the complainant.

- vii. That the respondent, in terms of the payment plan, raised the demand for the 2nd instalment "3 days from the date of booking", vide payment request letter dated 15.01.2025, which also recorded the payment made by the complainant. It is submitted that the buyer's agreement was dispatched to the complainant for execution on 04.02.2025 and thereafter executed between the parties on 10.03.2025.
- viii. That the respondent thereafter issued the demand for the 3rd instalment "30 days from the date of booking subject to BA Registration" by virtue of payment request letter dated 19.03.2025.
- ix. That the respondent thereafter issued the demand for the 4th instalment "120 days from the date of booking subject to BA Registration" by virtue of payment request letter dated 25.03.2025.
- x. That it needs to be highlighted that the complainant failed to adhere to the payment demands and did not make the payments against the 3rd and 4th instalment. It is submitted that for the said non-payment, the respondent was constrained to issued reminders for payments dated 21.04.2025 and 06.05.2025.
- xi. That in the interregnum, the complainant made a payment of Rs.57,03,608/-, against the 3rd instalment on 18.04.2025, against

which the respondent issued a receipt dated 18.04.2025 printed and dispatched on 21.04.2025 to the complainant.

- xii. That since, the complainant had also defaulted in the payment of the 4th instalment, and failed to clear the same in time, the respondent issued a notice letter dated 21.05.2025, calling upon the complainant to clear the outstanding payments and also the delayed payment charges, failing which consequences, as per the buyer's agreement would follow. It is further submitted that the complainant neglected/failed to deposit the payments due and payable to the respondent. It is pertinent to state that in terms of Clause 1.13 of the buyer's agreement, in case of delay in making any payment due to the respondent, the respondent company shall have the right to levy interest/ delay payment charges. It is noteworthy to mention that the complainant failed to adhere to her part of performance of this agreement.
- xiii. That the respondent, despite the issuance of many payment request letters and notices, did not receive timely instalments, hence, the respondent was legally entitled to charge delay payment charges. It is most respectfully submitted that the contractual relationship between the complainant and the respondent is governed by the terms and conditions of the buyer's agreement and the respondent has duly acted in terms of the same. It is submitted that due to default in timely remittance of payment of instalments of the allottees, such as the complainants, the failure has a cascading effect on the operations and the cost for proper execution of the project increases exponentially whereas enormous business losses befall upon the respondent. It is evident from the entire sequence of events that no illegality can be attributed to the respondent. The allegations levelled by the

complainant are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold. It is further submitted that the complainant has filed the captioned frivolous complaint with false averments, only with a malafide intention to make illegal enrichment at the cost of the respondent. Since the captioned complaint is filed without any cause of action, the same is liable to be dismissed at the outset.

7. Despite due service of notice and specific direction for filing reply in the matter, no reply has been received from respondent no.2 to 5 with regard to the present complaint and also none has put in appearance on their behalf before the Authority. Therefore, vide proceedings dated 09.01.2026, the respondent no. 2 to 5 were proceeded ex-parte.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Maintainability of the complaint.

9. The complainant has submitted that the respondents, have wilfully failed to provide a correct payment schedule in line with the conditions contained in the registered builder buyer agreement, particularly with respect to Schedule C of the agreement and is arbitrarily fixing dates of payment and raising demand notes, with incorrect due dates of payments, creating confusion and causing undue hardships, mental strain, agony and legal uncertainty for the complainant. Further, the complainant vide misc. application dated 05.12.2025 has submitted that the complainant visited the project site to cross check the status of construction of project as claimed by respondent no.1 for remittance of payment as per demand note. However, the complainant was neither

allowed to enter the premises nor was provided any geo tagged photographs. On, 23.09.2025, respondent no.1 shared two under-construction towers, without geo-tags and location coordinates. On 12.11.2025, the respondent issued notice to the complainant demanding a payment of Rs.2,97,253/- as interest before 12.12.2025 on delayed payment of Rs.54,79,626/- and is further, threatening to cancel the buyer's agreement. The complainant under Section 19 (2) of the Act, before making payment is entitled to know exact stage of construction and demand letter must be supported by credible evidence. Therefore, in absence of evidence-based construction status, respondent no.1 cannot allege delayed payment from complainant. The respondent vide its reply has submitted that the complainant was allotted the unit in question under construction linked payment plan wherein, the first four payment schedule was linked to the time from the date of booking, while the others were linked to the construction milestones. It needs to be noted that none of the bookings were linked from the date of registration of the buyer's agreement. The respondent, despite the issuance of many payment request letters and notices, did not receive timely instalments, hence, the respondent was legally entitled to charge delay payment charges. It is further submitted that since the captioned complaint is filed without any cause of action, the same is liable to be dismissed at the outset. The counsel for the respondent vide proceedings dated 09.01.2026 has submitted that the due date of delivery of possession is 30.08.2030 and hence the said complaint is pre-mature. He has further stated that the respondent is raising demands as per the payment plan and the complainant is liable to pay.

10. Upon due consideration of the pleadings on record and the submissions advanced by the parties, this Authority finds that the complainant has

failed to plead or demonstrate any specific contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 in the present matter. Neither the complaint nor the oral or written submissions disclose the particular statutory provision under which relief has been sought, nor do they establish a cause of action maintainable before this Authority.

11. In the absence of any pleaded violation of the Act, 2016 and for want of a clearly articulated statutory basis for the relief claimed, the complaint is rendered legally untenable. Accordingly, the present complaint is dismissed as not maintainable.
12. Complaint as well as applications, if any, stands disposed of accordingly.
13. File be consigned to the registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026

HARERA
GURUGRAM