

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

**Complaint no.** : 5348 of 2025  
**Date of complaint** : 23.10.2025  
**Date of order** : 13.02.2026

Amita Bhowmick,

**R/o:** B-248 UGF, Chattarpur Enclave, Phase-II,  
South Delhi, Delhi- 110074.

Presently Residing at: H. No. 2343, Sector-46, Gurugram. **Complainant**

Versus

M/s Pareena Infrastructure Pvt. Ltd.

**Having Regd. Office at:** Flat No.2, Palm Apartment,  
Plot No. 13B, Sector-6, Dwarka, New Delhi-110075.

**Respondent**

**CORAM:**

Arun Kumar

**Chairman**

**APPEARANCE:**

Animesh Goyal (Advocate)

Prashant Sheoran (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 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name and location of the project	"Micasa", sector-68, Gurgaon
2.	Nature of the project	Group Housing
3.	Project area	12.25085 acres
4.	DTCP license no.	111 of 2013 dated 30.12.2013 valid up to 12.08.2024 (area 10.12 acre) 92 of 2014 dated 13.08.2014 valid up to 12.08.2019 (area 0.64 acre) 94 of 2014 dated 13.04.2014 valid up to 12.08.2024 (area 2.73 acre)
5.	RERA Registered/ not registered	Registered vide no. 99 of 2017 issued on 28.08.2017 up to 30.06.2022
6.	Allotment letter	04.10.2023 [page 26 of complaint]
7.	Unit allotted	2208, on 22 <sup>nd</sup> floor, tower -6 [As per page 26 of complaint]
8.	Unit admeasuring area	865 sq. ft. [As per page 26 of complaint]
9.	Demand letter	16.11.2023 [page 27 of complaint]
10.	Pre cancellation	31.07.2024 [on page 31 of complaint]
11.	Email by complainant regarding execution of BBA	13.09.2024 [on page 34 of complaint]
12.	Cancellation letter	19.09.2024 [on page 37 of complaint]
13.	Date of builder buyer agreement	08.08.2025 [As per page 40 of complaint]
14.	Possession Clause	<b>5. TIME IS ESSENCE:</b> <i>(The Promoter shall abide by the time schedule for completing the project i.e. 30th Dec 2025 as disclosed at the time of registration of the project with the Authority and towards handing over the</i>

		<i>Unit/ Apartment for Residential purposes alongwith parking 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. However in terms of the act and rules the time period for completion of the project may be got extended by the promoter by moving an appropriate application in this regard with the authority.)</i> <i>[on page 54 of complaint]</i>
15.	Due date of possession	30.12.2025 (as per possession clause)
16.	Total sale consideration	Rs. 69,00,000/- (as per BBA on page 48 of complaint)
17.	Total amount paid by the complainant	Rs.31,90,000 /- (on page 52 of complaint)
14.	Occupation certificate	24.11.2025 (page 19 of reply)
15.	Offer of possession	01.12.2025 (page 24 of reply)

### B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That in the year 2023, the respondent along with its broker Mr. Arjun advertised its proposed project called 'Mi Casa', in Sector-68, Gurugram, Haryana, wherein the respondent specifically stated that the possession of the completed units in respect of A/c's, modular kitchens, floorings, bathroom fittings and other amenities like club house, swimming pool, play area etc as per the broucher shall be delivered in next 6 months.
- II. That the complainant booked the flat by giving initial amount of Rs.6,90,000/- by way of cheque in favour of respondent dated 18.10.2023. After receiving the amount from the complainant, the respondent issued an allotment letter for a total sale consideration of

the Apartment as INR 69,00,000/- inclusive of each and every cost of the said apartment, and allotted a residential unit No. T6-2208, 22<sup>nd</sup> Floor, MI Casa, Sector-68 Gurugram in favour of complainants admeasuring 845 sq. ft.

- III. That the respondent has assured to the complainant that the agreement for sale/builder buyer agreement stating the payment schedule along with the cost sheet will be executed and register very soon and the respondent will e-mail the draft of the builder buyer agreement/agreement for sale to the complainant and after the registration and execution of the agreement for sale, it will demand the remaining amount as per the payment schedule.
- IV. That the complainant received a demand letter dated 16.11.2023 regarding the said unit of Rs.27,07,886/- from the respondent. The complainant approached the officials of the respondent regarding the demand letter and status of registration and execution of the agreement for sale. The officials of the respondent blackmailed that we will execute the same after making the aforesaid payment to the respondent.
- V. That after giving false assurances and threatening to cancel the apartment by the respondent, the complainant started making payment of the aforesaid demanded amount to the respondent and also stated that she is single bread earner of the family so she will make payment in 3-4 tranche. The respondent agreed on the same and after that the complainant made payment of Rs.10,00,000/- on 18.01.2024, Rs.10,00,000/- on 20.01.2024.
- VI. That after payment of Rs.20,00,000/-, the complainant apprised the officials of the respondent regarding execution and registration of the agreement to sell in favour of the complainant, but they gave excuses

to the complainant that the authorized person who will execute the agreement for sale is not available as and when he will come back, we will call you regarding the execution and registration of the agreement to sell. The complainant has no option but to believe the said version of the officials of the respondent.

- VII. That the complainant visited the office of the respondent again and again for asking the completion status of the said unit and also for the execution and registration of the agreement to sell because at the time of booking the officials of the respondent and Mr. Arjun broker of the respondent assured that the project is completed in February 2024.
- VIII. That the complainant was shocked and surprised when she received the email dated 02.09.2024 from the respondent regarding back dated pre-cancellation letter dated 31.07.2024 of the said unit. The complainant immediately contacted the officials of the respondent regarding the back dated pre-cancellation letter saying that there is no agreement to sell registered in my favour and you have promised me to registered the same in several meetings in the office of the respondent.
- IX. That when the complainant has no option left and she was receiving the threatening that either you will give the payment or else we will forfeit your amount so then she sent an email dated 03.09.2024 to the respondent stating that she had started to making payment to the respondent and she also sent Rs.2,00,000/- on the same day through RTGS in favour of respondent and also assures that she will make some payment in the next week.
- X. That after considering the payment made by the complainant to the respondent, the officials of the respondent assured that they will revoke the pre-cancellation letter sent by them to the complainant and

- they will execute and register the agreement to sell in favour of the complainant and not to demand further amount.
- XI. That after giving assurances by the respondent, the complainant also made a payment of Rs.3,00,000/- to the respondent on 12.09.2024 vide RTGS in the account of the respondent and respondent also acknowledges the same. So as on the date the complainant has made a total payment of Rs.31,90,000/- in hope that the respondent will give the possession on time and also execute and register agreement for sale/builder buyer agreement.
- XII. That the complainant is pursuing with the officials of the respondent time and again to register the agreement to sell and timeline for giving possession of the said unit, but on one pretext or the other the respondent avoiding the same.
- XIII. That on 19.09.2024, the respondent sent an email to the complainant attaching the cancellation letter for not making the payment according to the demand letter. The letter of the demand sent by the respondent is incorrect because the respondent will not issue the demand without registration and execution of the agreement for sale.
- XIV. That earlier, the complainant received a cancellation notice dated 19.09.2024 from the respondent in respect of the allotted apartment. Aggrieved by such illegal and arbitrary action, the complainant approached this Authority by filing the complaint No.5566 of 2024 titled "Amita Bhowmick Vs Pareena Infrastructure Pvt. Ltd.". Pursuant to the intervention of this Authority, the respondent subsequently restored the allotment of the said apartment and executed and registered the builder buyer agreement with the complainant.
- XV. That immediately after execution of the builder buyer agreement, the officials of the respondent sent an email dated 08.08.2025 demanding

payment of Rs.2,07,886/- along with interest of Rs.82,669/-, which amount had earlier been demanded vide email dated 22.02.2024, and directed the complainant to make the said payment within 15 days from the date of the email.

- XVI. That upon receipt of the said email dated 08.08.2025, the complainant replied to the respondent stating that she had already paid 48% of the total sale consideration, and that the further demand and the interest thereon were illegal and unjustified, particularly when no firm date of possession had been provided by the respondent. The respondent, however, did not respond to the said email of the complainant.
- XVII. That on 13.08.2025, the complainant, under protest and without prejudice to her rights, paid the demanded amount of Rs.2,07,886/- (excluding the interest component). Thereafter, upon the complainant's request for acknowledgment, the respondent issued a receipt confirming the said payment.
- XVIII. That to the utter shock and surprise of the complainant, she subsequently received an email dated 12.09.2025 from the respondent stating that if the complainant failed to pay the alleged interest amount, the respondent would take action in accordance with the provisions of the builder buyer agreement. Thereafter the complainant contacted with the officials of the respondent and meet the officials of the respondent apprising them about their high-headedness, illegal and fraudulent act and conduct as detailed above, further requesting them to treat the alleged interest amount as illegal, null and void, however none of them ever paid any heed to the just and genuine request of the complainant and the complainant is left with no other remedy except approaching this Authority.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
  - I. Restrain the respondent from threatening the complainant with cancellation of the unit and from issuing any cancellation letter.
  - II. Direct the respondent to handover possession of the unit to the complainant.
  - III. Declare the interest demanded by the respondent vide email dated 08.08.2025 as illegal and void.
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 12.12.2025 has contested the complaint on the following grounds: -
  - i. That the complainant tried each and every delayed tactic to delay the payment, yet the respondent achieved the completion of construction within time frame and obtained occupation certificate on 24.11.2025 and possession was offered on 01.12.2025 i.e 29 days prior to the agreed date of offer of possession i.e. 30.12.2025.
  - ii. That as per allotment, complainant agreed a payment plan whereas she has to pay 10% of total sale consideration at the time of allotment, then 20% of total sale consideration within 60 days of booking and then 20 % of total sale consideration within 150 days of booking and then 50 % of total sale consideration + registration charges + stamp + taxes. That said payment plan is also part of agreement executed by complainant on 08.08.2025.

- iii. That complainant to avoid payment of remaining payment after allotment starts avoiding execution of builder buyer agreement. However, as already submitted that since the construction of project was in full swing and respondent is incurring heavy expenses, it is duty of complainant to pay on time and also to execute builder buyer agreement, however the complainant was neither coming forward to pay the balance sale consideration nor executing builder buyer agreement. Thus, exercising right cancel the allotment after waiting for sufficient period of time as per RERA cancelled the allotment.
- iv. That after cancellation of allotment, the complainant challenged the said cancellation and asked the Authority to direct the respondent to execute builder buyer agreement. That complainant never intended to execute builder buyer agreement and just delaying time. It is pertinent to mention that after appearing in the earlier Complaint No. 5566 of 2024, the respondent to show the conduct of complainant and acting in utmost good faith, agreed to recall the cancellation and restore the allotment. Pursuant to this, the respondent's counsel, on 19.02.2025, sent the complete "Amita Complete BBA set.pdf" to the Complainant's counsel, Mr. Animesh Goyal, via WhatsApp for execution. This fact is also substantiated by the respondent's email dated 29.04.2025.
- v. Despite the BBA being provided to her counsel in February 2025, the complainant deliberately refused to come forward for its execution. The respondent was constrained to send numerous reminders via email. On 29.04.2025, the Respondent reminded the complainant that "considerable time has already lapsed since the revocation". Further reminders were sent on 23.05.2025 and 02.06.2025. When the complainant finally replied on 03.06.2025, she began a series of delay tactics, first stating she was only available after 21st June, then after

- 23rd June. When the respondent scheduled the registration for 23.06.2025, the complainant disputed the BBA fees and failed to pay. When the registration was finally scheduled for 01.07.2025, the complainant failed to appear, citing an illness. After failing to appear, the complainant, for the first time on 04.07.2025, raised a completely frivolous and baseless dispute regarding the provision of air conditioners (ACs), which were never part of the agreed specifications and were only a figment of her imagination to further delay execution.
- vi. That the complainant's delaying tactics became so egregious that the respondent's counsel was forced to apprise this Authority of her conduct. It was only after the respondent's counsel stated on 31.07.2025 that he would be "requesting the RERA Authority tomorrow to issue appropriate directions against you" that the complainant finally relented. She admitted on 01.08.2025 that she was "still ready to proceed even without the AC" and agreed to execute the BBA. The BBA was subsequently executed and registered on 08.08.2025. The Complainant's entire modus operandi is to misuse the provision of the RERA Act, which prohibits a promoter from accepting more than 10% of the cost before executing a BBA. The complainant wilfully refused to execute the BBA for several months, thereby attempting to illegally stall payment obligations. Such practice by allottees is hazardous to the project and must not be promoted.
- vii. That the complainant, in her own complaint admits that she has defaulted on the payment of the outstanding amount of Rs.82,699/-. The demand for this interest, which pertains to her past defaults, is valid and lawful. The respondent's email dated 18.08.2025, asking her to settle the outstanding amount or face action "as available in BBA", is a lawful exercise of the respondent's contractual and statutory right.

The present application is nothing but an attempt to get an injunction to protect her own default.

- viii. That no injunction can be granted against the lawful exercise of a statutory or contractual right. The complainant is, in essence, asking this Authority to restrain the respondent from acting upon the very BBA that she was directed to sign by this Authority.
  - ix. That on 15.09.2025, the complainant out of her own imagination assumed that the interest was waived off, she emailed the respondent and stated that as per her advocate interest is waived off by respondent. That no such assurance was ever given by respondent and to the positive knowledge of respondent counsel no such thing was intimated by complainant counsel, yet said email clear on thing that complainant is not more interested in payment of balance amount. That there after unit was again cancelled after waiting for 90 days date of first demand due to non-payment on 17-11-2025 and sent via email on 18-11-2025, but when the occupation certificate was received by respondent, complainant again approached the respondent and requested that one more chance be given to her and she will pay the total amount along with interest. So, on humanitarian ground for one last time her allotment was reinstated and sent an offer of possession.
  - x. That the present complaint is devoid of merit, an abuse of the legal process, and has been filed with unclean hands. The complainant's conduct shows a clear pattern of manufacturing disputes to avoid payments. That any relief, if granted, would amount to rewarding a wilful defaulter.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be

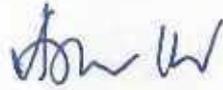
decided on the basis of these undisputed documents and submission made by the parties.

**E. Maintainability of the complaint.**

8. The Authority observes that the the complainant has previously filed a complaint bearing No. 5566/2024 against the subject unit before the Authority seeking revocation of cancellation and execution of BBA. Vide proceedings dated 12.09.2025, both the parties stated at bar that they have arrived at a settlement and placed on record a copy of agreement for sale dated 08.08.2025 executed between the parties against the subject unit. Accordingly, the said complaint was disposed of vide proceedings dated 12.09.2025. Now, the complainant has filed the present complaint seeking restraining the respondent from cancelling the allotment, handover of possession and declaring the interest demanded by the respondent vide email dated 08.08.2025 as illegal. However, vide proceedings dated 13.02.2026, both the counsel for the parties stated at bar that the physical possession of the unit has been handed over to the complainant-allottee. Thus, the relief sought by the complainant with regard to restraining the respondent from cancelling the allotment and handing over of possession becomes redundant and is not in issue at the present stage.
9. As far as the issue regarding charging of interest on the delayed payment by the respondent-promoter is concerned, the Authority is of the view that as per Section 19(6) & 19(7) of the Act, every allottee shall be responsible to make necessary payments as per agreement for sale along with prescribed interest on outstanding payments from the allottee. Further, Section 19(10) of the Act, casts an obligation on the allottee to take possession of the unit within a period of two months of the occupation certificate. Since the buyer's agreement with respect to

the unit in question has been executed between the parties on 08.08.2025, i.e. after coming into force of the Act, 2016, the respondent is well within its right to charge interest at prescribed rate on the delayed payments from the complainant in terms of Section 19(7) of the Act. In view of the above, the present complaint stands dismissed being devoid of merits.

10. The present complaint stands disposed of.
11. File be consigned to the registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026

HARERA  
GURUGRAM