

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

Complaint no.: 4170 of 2024
Date of complaint: 19.09.2024
Date of decision: 13.01.2026

Ram Dayal Verma
R/o: Dx-25, Kendriya Vihar, Sector 56
Gurgaon

Complainant

Versus

M/s Desi Construction Private Limited
Regd. Office At: - 806, 807 Sky Tower Netaji Subhash
Place, Pitampura Delhi North East DL 110034

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Pushpender (Advocate)
Shri Yoginder Panwar (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 provisions 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. Project and unit 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	"Tathastu I", Sector-5, Village- Sohna Gurugram
2.	Nature of the project	Affordable Housing Project
3.	Project area	12.8847 acres
4.	HRERA registered/ not registered	Registered as 20 of 2023 dated 30.01.2023
5.	Allotment letter dated	24.04.2023 (As per page 19 of complaint)
6.	Date of execution of flat buyer's agreement	18.12.2023 (Page 25 of complaint)
7.	Unit no.	T4-1503 on 15 th Floor, Tower 4 (As per on page no. 169 of the complaint)
8.	Carpet Area	645.818 sq. ft. (carpet area) 72.259 sq. ft (balcony area) (As per on page no. 19 of the complaint)
9.	Possession clause of agreement	<i>7.1 Schedule for possession of the said Plot / Unit / Apartment for Residential / Commercial / Industrial / IT/ any other usage-The Promoter agrees and understands that timely delivery of possession of the Plot/ Unit/ Apartment for Residential/</i>

Commercial/Industrial/IT/any other usage (as the case may be along with parking (if applicable)to the Allottee (sand the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule2(1)(f) of Rules,2017 is the essence of the Agreement.

The promoter assures to handover possession of Plot/Unit/ Apartment for Residential/Commercial/Industrial/IT/ any other usage (as the case may be) along with parking (if applicable) as per agreed terms and conditions unless there is delay due to 'force majeure', 'court orders', Government Policy/ guidelines, decisions affecting the regular development of real estate projects. If, the competition of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of Plot/Unit/Apartment for

		<i>residential/commercial/industrial/ IT/ any other usage (as the case may be).</i> (As per page 36 of complaint)
10.	Possession clause of Affordable Housing Policy	(iv) 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. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. [xxxxxx]
11.	Date of environment clearance	09.02.2023 (As information provided by the planning branch)
12.	Building Plans	23.01.2023 (Information provided by the planning branch)
13.	Due date of delivery of possession	09.02.2027 (Note: Due date to be calculated 4 years from the date of EC i.e., 09.02.2023 being later as per Affordable Group Housing Policy, 2013)
14.	Total consideration	Rs.25,51,631/- (Page 30 of complaint)
15.	Total amount paid by the complainants	Rs.9,67,940/- (As stated at page 14 of the complaint)
16.	Demand letters on competition of 1/3 rd super structure	14.03.2024, (Page 13 reply)
17.	Reminder letters against demand letter dated 14.03.2024	24.04.2024, 23.05.2024 (Page 14-15 of reply)
18.	Newspaper Publication dated	05.08.2024 (Page 65 of the complaint)

19.	Cancellation Letter dated	05.08.2024 (As per page no. 54 of the complaint)
20.	Occupation Certificate	Not obtained
21.	Offer of possession	Not offered

B. Facts of the complaint

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

- i. That the real estate project named "tathastu-I", which is the subject matter of present complaint, is situated at Sector-5, Sohna Gurugram therefore, the Hon'ble Authority do have the jurisdiction to try and decide the present complaint. This project is an affordable housing project which is allotted via TCP Haryana draw under Affordable Housing Scheme of Government of Haryana Affordable Housing Policy, 2013 issued vide notification No PF-27/4892 dated 19.08.2013 and the respondent is the developer/promoter of the aforesaid residential project and have developed, sold and marketed the aforesaid residential project.
- ii. That in the year 2023, the agents of the respondent through Tele calling approached the complainant with an offer that a project is launched in the name of TATHASTU-I under " Haryana Affordable Housing Scheme" proposed to be developed at Sector -5, Sohna and it is best option to buy flat in above mentioned project claiming possession within 3-4 years for a basic sale price of Rs. 25,51,631/-.
- iii. That on 12.03.2023, complainant registered online at the TCP Haryana for the Scheme – tathastu -1 and paid Rs.590/- as registration fees in compliance of the Affordable Housing Scheme under TCP Haryana and got the acknowledgement and accordingly, the complainant paid the 5% of the flat cost i.e. Rs.1,22,705.42/- in favor of TCP Haryana as Application Fees on

- 12.03.2023 along with the relevant document. The TCP draw took place in the presence of the Government official and Complainant got the residential flat bearing no. 1503 in block/tower no. T4 of 2-BHK-2A on 15th Floor having carpet area of 645.818 Sq. ft. and 72.259 Sq.ft. for balcony area The complainant had already paid Rs.1,22,705.42/-on 12.03.2023 as booking amount.
- iv. That thereafter, the respondent issued an allotment letter dated 24.04.2023 confirming the allotment of aforementioned unit in favour of the complainant and the same was received by the complainant via registered post and email. The respondent in its allotment cum demand letter called upon the complainant to deposit a sum of Rs.5,15,202.35/- on or before 09.05.2023 and if the complainant fails to deposit the said amount within the stipulated deadlines, an interest of 15% shall be charged on the delayed payment as per the policy. As the amount was huge to arrange within 15 days, the complainant requested to present the cheque after few days, however the same was not accepted and the complainant was constrained to deposit the demand of the respondent along with incurred interest.
- v. That as per the affordable housing scheme and at the time of booking the complainant was assured by the respondent that after successfully paying 25% of the total flat cost , the installment shall be due after every six month and same will be construction linked. However, the respondent arbitrarily and illegally raised subsequent demand on 10.08.2023 vide Invoice no. T1/INV/04557/24 calling upon the complainant to pay and deposit more amount of money in respect of its unit that within three month again the demand is raised on 10.08.2023 as per the Invoice No -and due date given was 31.08.2023.

- vi. That as per the data of transaction of payment done to DCPL, the complainant paid Rs. 9,67,940.42/- till 28.09.2023 towards the sale consideration of the flat. we raised this concern that this is against the Policy and too much pressure on the Homebuyers to arrange almost Rs. 10,00,000 within six to eight months as already we are bearing expenses of the monthly rental and monthly expenses.
- vii. That after making almost 40% of the flat cost, the complainant got the builder buyer agreement done vide e-challan no - 110790323 dt 21.12.2023 at the Tehsil of the Sohna .However, as per the payment schedule of the builder buyer agreement of the aforementioned project proposed to be developed by the respondent, the respondent could only issue another demand letter after the superstructure completion of 1/3rd of the work of the project however, the respondent raised an arbitrary demand vide demand letter dated 14.03.2024, having Invoice No - T1IN/00255/23-24 asking for a sum of Rs. 3,20,279.07/- under total contravention of the payment schedule of the project. As the complainant has already invested more than the expected and have applied for the home loan against the property document but Banker begin inquiring with the status of the project and discovered that the work is far from 1/3rd completion making the aforementioned demand letter of the respondent arbitrary and illegal as the project has not reached the stage of 1/3rd completion. As the Complainant is a MSME and for small entrepreneurs the finance is a big issue as the customers delay the payment for 3 to 6 months the same has been informed to the respondent vide E-mail 29.05.2024, and already we were paying the interest and penalty for the delay in the payment. We requested to get the PDC cheque submitted as an assurance as already our stake and risk as a homebuyer in the property is more as we have already invested almost 10

Lakh without project has not reached the stage of 1/3rd completion as claimed by the respondent. The complainant has updated that the complainant has applied for the Home loan but due to project has not reached the stage of 1/3rd completion and the Age factor of the complainant the banker is also not ready to disperse the loan amount.

- viii. That after demand letter dated. 14.03.2024, we have not received the reminder letter date 24.04.2024, and we got the 1st reminder letter dated. 23.05.2024 against which we have issued the cheque and requested the CRM team to not present the cheque, as we are not getting funds from Banker, and payment from customer is also delayed, we were sure that as earlier done we will get the Interest paid against the delayed period and nowhere in the reminder letter, it is mentioned that the cancellation is going to take place. That later, the respondent, using its dictatorial approach, illegally and unlawfully issued a cancellation mail dated 13.08.2024, cancelling the unit of the complainant without notice, information and knowledge by call, mail or letter.
- ix. That the mail of the cancellation of unit no - T4-1503 we received on 13.08.2024 before that the cancellation has been done by 11.08.2024 and without giving us any cancellation notice, Information by call, mail or letter. The complainant immediately on 13.08.2024 tried to contact the CRM and send mail informing the respondent that the act of cancelling the unit of the complainant is absolutely illegal and unwarranted as nowhere it is informed for the cancellation of the unit in any of the correspondence and no time is provided to act.
- x. That as mentioned above the project developed by the respondent is an affordable project under the Affordable Housing Policy-2013 and as per clause 5(iii)b of the Policy the date of offer of possession will be 4 years from

the date of approval of building plan or grant of environmental clearance. They got thousand Crores generated from the Affordable Housing projects and now once they have got thousand Crores in their account, now without giving any notice and information as per the Affordable Housing Scheme, BBA the Allotment is cancelled. The respondent, is misusing the norms, guidelines and policies of RERA, Affordable Housing Scheme and Government of India " Housing for All" , which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their dream home will be delivered within the agreed timelines and consumer will not go through the hardship as payment is to be done in installment and it is construction linked and if the payment is delayed due to any reason nominal charges of Interest will be charged for the delayed period.

- xi. That the respondent has made false promises at the time of sale of the said unit, which amounts to unfair trade practice, which is immoral as well as illegal. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said flat basis its false and frivolous promises and representations about the delivery timelines aforesaid housing project.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):

- i. Direct the respondent to withdraw the demand letter dated 14.03.2024 and the consequential cancellation mail dated 13.08.2024 issued to the complainant holding the same illegal and arbitrary.
- ii. Direct the respondent to pay delayed possession charges to the complainant.

- iii. Direct the respondent to provide the vacant and peaceful possession of the aforesaid unit of the complainant.
- iv. Direct the respondent for the status quo regarding the subject unit. This request is made to ensure that the respondent is prohibited from making any further allotments, transfers, or disposals of the unit in question until the resolution of this matter.

5. To 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 complainant.

6. The respondent has contested the complaint on the following grounds.
 - i. That the present complaint in the present form is not maintainable as the same is contrary to the provision of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and therefore, the present complaint is liable to be dismissed in limine. This Hon'ble Authority does not have the jurisdiction and adjudicate the present complaint. Therefore, the present complaint is liable to be dismissed.
 - ii. That it has been admitted fact by the complainant himself that he has been allotted on the apartment flat no. t4-1503 tower 4 of 2-bhk-2a on 15th floor by the respondent after the allotment letter dated 24.04.2023 was issued to the complainant. The said allotment was done by the respondent after the filling of the application by the complainant to the respondent.
 - iii. That the complainant, in the present matter, had failed to make timely payments and there were substantial delays in making the payments of the due instalment against the intimation cum demand letter dated 14.03.2024. Moreover, the respondent had issued reminder on 24.04.2024 and

- 23.05.2024 against the outstanding due instalment to the complainant but the complainant had failed to make timely payments of the due instalments.
- iv. That consequently, the respondent had issued a cancellation letter against the subject. T4-1503 Tower 4 of 2-BHK-2A on 15th Floor in the project Tathastu - I located at Sector 5, Sohna, Gurgaon, Haryana to the complainant dated 13.08.2024 as per the mutually agreed terms and conditions of the registered builder buyer agreement/ agreement for sale dated 21.12.2023 and the Affordable Housing Policy, 2013.
- v. That the complainant has made default in making the payment of sale consideration on the false and frivolous grounds. The respondent is constructing the site as per the law and commitments made to the entire public at large. Hence, the complainant did not make the payment of sale consideration as demanded vide Intimation cum demand letter dated 14.03.2024 due to the reason best known to him.
- vi. That in builder-buyer agreements, time is of the essence, and delays in payment by one buyer adversely affect the entire project timeline and the interests of other buyers who have made timely payments. The respondent has contractual and legal obligations towards other stakeholders in the project and cannot allow one defaulting buyer to jeopardize the completion of the project within the promised timeline. The cancellation has been effected in accordance with the terms of the builder-buyer agreement and applicable laws. The respondent has exercised its legitimate contractual right to terminate the agreement due to material breach by the complainant.
- vii. That all the cancellations are duly intimated through all modes such as speed post and email and telephonically. It is pertinent to mention that as per the builder buyer agreement the buyer i.e., complainant has himself breached the clauses of the application form, builder buyer agreement from march

2024 to August 2024, about 144 days were given as per law despite the fact the complainant has done the willful default. The plea of the complainant with respect to 7 days is totally contrary to the General Clauses Act, Contract Act, Builder Buyer Agreement and the Affordable Housing Policy. In the instant matter the breach has been committed by the complainant as the respondent is working under the umbrella of this Hon'ble authority and DTCP, Haryana.

viii. That thus, from the aforesaid it is crystal clear that the present complaint filed by the complainant is misleading and based on a concocted story.

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 submissions 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

9. 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 purposes 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

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

Section 11

.....

(4) The promoter shall-

(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.

11. 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 complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to withdraw the demand letter dated 14.03.2024 and the consequential cancellation mail dated 13.08.2024 issued to the complainant holding the same illegal and arbitrary.

F.II Direct the respondent to pay delayed possession charges to the complainant.

F.III. Direct the respondent to provide the vacant and peaceful possession of the aforesaid unit of the complainant.

F.IV. Direct the respondent for the status quo regarding the subject unit. This request is made to ensure that the respondent is prohibited from making any further allotments, transfers, or disposals of the unit in question until the resolution of this matter.

12. 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.
13. The complainant was allotted unit no. t4-1503 on 15th floor in tower 6 in the project "Tathastu I " by the respondent/builder for a total sale consideration of Rs.25,51,631/- under the Affordable Group Housing Policy 2013. The buyer's agreement was also executed on 18.12.2023 interse parties. That as per the Affordable Group Housing Policy 2013, the possession of the unit was to be offered with 4 years from approval of building plans (23.01.2023) or from the date of environment clearance (09.02.2023). Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 09.02.2027. The complainant has paid a sum of Rs.9,67,940/- . The complainant is willing to retain the allotted unit in question.
14. Th respondent states that the unit has been cancelled on 05.08.2024 after issuance of demand letter dated 14.03.2024, 24.04.2024 and 23.05.2024 and published a publication of list of defaulters in newspaper on 05.08.2024. Upon this, the c complainant submitted that the cancellation done by the respondent is illegal.
15. Now, the question before the Authority is whether this cancellation letter dated 05.08.2024 and the publication for list of defaulters in the newspaper dated 05.08.2024 is valid or not. According to Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

*"If any successful applicant fails to deposit the installments 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 installments 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. It is observed that the complainant failed to pay the remaining amount as per the demand letter dated 14.03.2024, 24.04.2024 and 23.05.2024 served upon the complainant. and after this published a notice in the newspaper on 05.08.2024, and thereafter a notice for cancellation by the respondent on 05.08.2024.
17. However, as per Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013, reproduced hereinabove, it is clearly stipulated that after publication of the list of defaulters in the newspaper, a period of 15 days is required to be granted to the concerned allottee to clear the outstanding dues, failing which the allotment is liable to be cancelled.
18. In the present case, the respondent published the list of defaulters in the newspaper on 05.08.2024, wherein the name of the complainant was reflected. It is further observed from the record that the allotment of the unit in question was cancelled vide letter dated 05.08.2024.
19. After perusal of the documents available on record, it becomes apparent that the date of publication of the list of defaulters and the date of cancellation of the allotment is the same. Such action on the part of the respondent is in clear contravention of Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013, which mandates that a period of 15 days must be granted to the allottee after publication of the defaulters' list before any action for cancellation of the allotment can be taken. Therefore, the action of the respondent in cancelling the allotment on the very same day as the publication of the

defaulters' list is arbitrary, unjustified. Consequently, the cancellation done by the respondent in this case invalid and is hereby set aside.

20. In view of the same, the respondent/promoter is obligated to restore the allotted unit of the complainant. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the unit after obtaining occupation certificate from the competent Authority.

21. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges and possession as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

22. As per clause 7.1 of the buyer's agreement dated 18.12.2023, talks about the possession of the unit to the complainant, the relevant portion is reproduced as under: -

"7.1

Schedule for possession of the said Plot / Unit / Apartment for Residential / Commercial / Industrial / IT/ any other usage-The Promoter agrees and understands that timely delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/Industrial/IT/any other usage (as the case may be along with parking (if applicable)to the Allottee (sand the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule2(1)(f) of Rules,2017 is the essence of the Agreement.

The promoter assures to handover possession of Plot/Unit/ Apartment for Residential /Commercial/Industrial/IT/ any other usage (as the case may be) along with parking (if applicable) as per agreed terms and conditions unless there is delay due to 'force majeure', 'court orders', Government Policy/ guidelines, decisions affecting the regular development of real estate projects. If, the competition of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of Plot/Unit/Apartment for residential/commercial/industrial/ IT/ any other usage (as the case may be).

23. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is not only in grave violation of clause 1(iv) of the Affordable Housing Policy, 2013, but also deprive the allottees of their right accruing after delay in possession.

Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licenced under it and the same is reproduced as under for ready reference:

1 (iv) "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

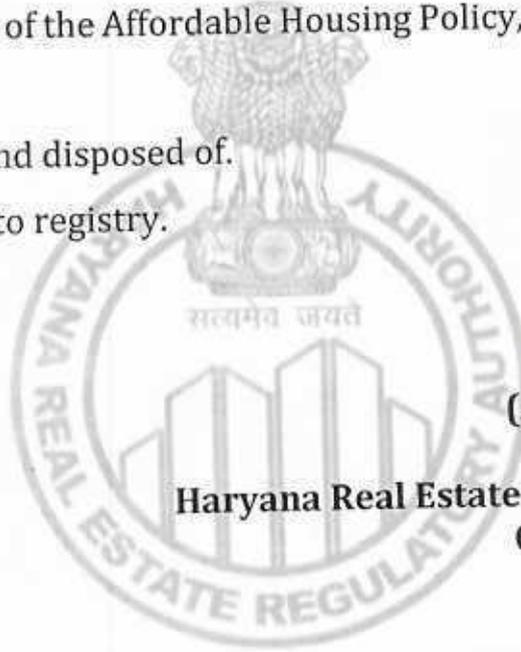
24. Due date of handing over of possession: As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment clearance and building plan approval in respect of the said project on 09.02.2023 and 23.01.2023 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later and the same comes out to be 09.02.2027.

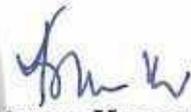
25. The Authority observes that as per the clause 1(iv) of the Affordable Housing Policy, 2013 the due date of delivery of possession is 09.02.2027. As per the Act, 2016, the right of an allottee to seek relief for delayed possession arises only after the expiry of the contractually agreed date of possession. In the absence of any delay or breach on the part of the promoter as on date, the Authority finds no merit in the relief for the delayed possession charges. Therefore, no relief can be granted with regard to delayed possession charges.

G. Directions of the Authority

26. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act:

- i. The cancellation letter dated 05.08.2024, is not valid and is hereby set aside. Therefore, the respondent is directed to handover possession of the unit after obtaining occupation certificate from the competent authority.
 - ii. The complainant will further make the payment as per the agreed Affordable Housing Policy, 2013.
 - iii. The respondent shall not charge anything from the complainant which is not the part of the Affordable Housing Policy, 2013 as well as buyer's agreement.
27. The complaint stand disposed of.
28. File be consigned to registry.




(Arun Kumar)
Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 13.01.2026

HARERA
GURUGRAM