

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

**Complaint no. : 4602 of 2024**  
**Date of decision : 21.11.2025**

Shobhit Garg,  
R/o: -406, Sanskriti Apartments,  
Sec-10A, Haryana, Gurugram

**Complainant**

**Versus**

M/s Loon Land Development Limited  
**Regd. Office at:** Office No. 1221-A, Devika Tower,  
12th Floor, 6, Nehru Place, New Delhi 110019

**Respondent 1**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**  
Ishwer Chand Garg (CA)  
Shriya Takkar (Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint dated 10.10.2024 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 allottee 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. No.	Particulars	Details
1.	Name of the project	"M3M Antalya Hills Phase II, Sector- 79 & 79 B, Gurugram.
2.	Project area	45.1625 acres
3.	Nature of the project	Independent Residential floors
4.	DTCP license no. and validity status	<b>195 of 2022 dated 29.11.2022 valid till 28.11.2027</b>
5.	Name of licensee	Loon Land Development Limited and others
6.	RERA Registered/ not registered	Registered vide no. 06 of 2023 dated 12.01.2023 valid up to 30.06.2026
7.	Unit no.	AHII/E-06-03, 3 <sup>th</sup> Floor, Tower/Block-Ebony (As per page no. 128 of the complaint)
8.	Area admeasuring	860.69 sq. ft. (Carpet area) and 1518 sq. ft. (Super Area) (As per page no. 128 of the complaint)
9.	Allotment letter	18.04.2023 (As per page no. 126 of the complaint)
10.	Date of execution of agreement for sale	24.08.2023 (As per page no. 139 of the complaint)
11.	Possession clause	<b>7. POSSESSION OF THE INDEPENDENT FLOOR RESIDENCE</b> <i>7.1 (ii) The Developer assures to hand over possession of the Independent Floor Residence along with right to use the undivided demarcated proportionate right to use terrace and basement area along with right to use car parking (if applicable) alongwith undivided proportionate share/interest in the land underneath the Subject Plot on or before 30th June, 2026 or such extended</i>

		<p><i>time as per the Act/ Rules for residential usage alongwith right to use car parking (if applicable) as per agreed terms and conditions unless there is delay due to "Force Majeure Event", affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Independent Floor Residence along with undivided demarcated proportionate right to use terrace and basement area alongwith right to use car parking space (if applicable) alongwith undivided proportionate share/interest in the land underneath the Subject Plot</i></p> <p>(As per page no. 160 of the complaint)</p>
12.	Due date of possession	30.06.2026
13.	Payment Plan	Construction linked plan
14.	Total sale consideration	Rs.1,48,33,639/- (As per payment plan on page no. 130 of the complaint)
15.	Amount paid by the complainant	Rs.7,40,367/- (As per receipt information on page no. 120-128 of the complaint)
16.	Occupation certificate /Completion certificate	Not obtained
17.	Offer of possession	Not offered
18.	Demand letters	18.04.2023 and 26.04.2023 [on page 51 and 53 of reply respectively]
19.	Pre-cancellation letter	23.05.2023, 15.01.2024 [as per page 56 and 112 of reply respectively]
20.	Cancellation letter	30.01.2024 (As per page no. 113 of the replies)

21.	Refund of the amount paid to the complainant	13.11.2024 of Rs.7,40,367/- (As per page no. 116 of the reply)
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**B. Facts of the complaint**

3. The complainant has made the following submissions: -

- I. The Loon Land Development Limited has put the advertisement in public media for their residential project named M3M Antalya Hills phase II located at sector 79, Gurugram. The public advertisement was casted for public through their billboards and newspapers repeatedly in month of March 2023. The big names like investor clinic were roped in by the " developer" to facilitate the prospective home buyers.
- II. The main feature of their advertising campaign was their payment plan was 5:95 with further assurance of "no payment till possession" as entire funding was offered to be borne by the Developer under subvention scheme.
- III. As such the price of the unit was higher as it contain the cost of funding to be borne by the builder for the 95% of the funding cost, as compared to the offer "without subvention option".
- IV. During March 2023, the applicant had meetings with Mr. Saahil Garg and Mr. Sandeep Kumar, deal struck to purchase the residential. All in cost was decided as Rs. 9290 per sq ft. Since unit was 1518 sq feet, the TCV was Rs. 1,41,01,537/-. Payment plan was 5:95, i.e. 5% would be customer contribution and 95% would be bank's contribution. It was advertised that the customer would not have to pay anything until application of OC. The same was also reflecting in the cost sheet provided by the M3M. Also, the payment was under Interest subvention' plan, wherein M3M would be bearing the interest cost till application of OC.

- V. Therefore, it was decided that payment is to be made as per, On booking: Rs. 5,00,000, Within 10 days of booking: Rs. 2,05,076.85. The rest would be bank's contribution.
- VI. All above in end resulted in allotment letter from the developer On 26 April 2023, Allotment Letter was issued through M3M's Official email feedback@m3mindia.com, allotting me specific unit as per my family choice, residential unit no AHII\_E-06-03 at M3M Antalya Hills, Sector 79, Gurugram under the project named M3M Antalya Hills Phase II located at Sector 79, Gurugram.
- VII. On 28/04/2023, we received Demand Letter from M3M dated 26/04/2023 for Rs. 44,42,200. The due date of this payment was 16/05/2023, On 28/04/2023, M3M also intimated me regarding empaneled bank for the 5:95 plan IDFC Bank. The required documents were immediately submitted for processing of home loan
- VIII. On 11 May 2023, sanction letter from IDFC bank (page no. 223), which was the only bank empaneled for 5:95 plan, was provided to Mr Arun Patwal. On 24 August 2023, the BBA was signed and registered.
- IX. On 01 Feb 2024, the developer unfairly cancelled the allotment of the residential unit, in contravention of BBA clause 9.3 (i) and (ii). Clause 9.3 (i). The developer falsely justified their action of this cancellation. That "on 15-01-2024, the company served a pre-cancellation notice". This 'pre-cancellation notice' was never served by the M3M nor received by me through any mode of communication. That "a demand was raised on 26.04.2023 of which you defaulted to make the timely payment". A demand was

indeed made however we provided sanction letter from the IDFC within due date of that demand for getting the disbursement. No 2nd 'demand letter' was served, therefore their action contravenes clause 9.3 (1) of bba.

- X. That "the company sent various reminders". These were never provided by the M3M nor received by me through any mode of communication. Hence this cancellation is in contravention of the BBA and therefore illegal and need to be revoked.
- XI. The above act of cancellation of the developer is unilaterally as well as falsely citing the proper serving of pre-cancellation notice, which never occurred, hence aggrieved from this unilateral action hence this case for getting the reinstatement of my booked unit no. AHII/E-06-03.
- XII. Thus, the cancellation of the unit is unlawful summarily liable to be revoked by the hon'ble court & my booked unit ahii/e-06-03 need to be restored.
- XIII. Applicant also made formal email requests to M3M to reconsider the cancellation and reinstate the unit. However, the respondent were adamant and unyielding. The applicant also asked the broker firm investors' clinic to intervene and, on their advice, also provided additional 5% upfront payment vide cheque no. 000044 of amount Rs. 7,32,928 and fresh loan sanction letter from Bank of Maharashtra for handing onwards to M3M on applicant's behalf but M3M were forcing the applicant to accept the cancellation
- XIV. Continuing their unilateral and unethical practices with ulterior commercial motives, M3M sent their prescribed proforma for "cancellation request" for the booked unit, which again

demonstrates M3M were coercing the applicant to cancel the unit even though there was no fault of applicant's.

- XV. In view of applicant's legal stance and as an aggrieved party, the applicant didn't accept their unilateral action of forcing our consent for cancellation and refund, since we are hopeful to have the unit reinstated.

**C. Relief sought by the complainant**

4. The complainant has sought following relief(s).
- a) Reinstatement of the allotment of the unit in the name of the allottee, as cancellation is in contravention of clause 9.3 (1) and (ii) of BBA; &
  - b) Revision of the net TCV per sq ft from Rs. 9290 per sq ft to Rs. 8990 per sq ft cost.
  - c) Direct the respondent to pay compensation for the cost of litigation of Rs. 1,00,000/- and mental harassment caused due to unlawful cancellation of allotment of unit.
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.**

- i. At the very outset, the respondent wants to bring to the kind knowledge of this Authority that the complainant has not approached this Authority with clean hands and is guilty of suppression of material facts absolutely relevant for just and proper adjudication of this complaint. That after conducting his due diligence & making independent enquiries and conducting market research and only after being fully satisfied about the project, the complainant approached the respondent company through his

broker M/s. Investors Clinic for booking a residential unit in 'M3M Antalya Hills Phase II', comprising of residential units with suitable infrastructure facilities being developed under DDJAY scheme in a planned and phased manner over a period of time vide application form dated 31.03.2023 and paid an amount of Rs. 5,00,000/- on 10.04.2023 and Rs. 1,00,000/- on 11.04.2023 as part booking amount towards the unit in question. It is submitted that the complainant on account of his own free will and understanding and after having read and understood all the terms of the application form, signed the application form.

- ii. Thereafter, in due consideration of the part booking amount paid by the complainant and his commitment to make timely payments, the respondent allotted independent floor unit bearing No. "AHII/E-06-03" on 3rd floor in favour of the complainant vide allotment letter dated 18.04.2023. It is submitted that the cost of the independent floor residence admeasuring 860.69 sq. ft. carpet area was Rs. 1,48,33,639/- plus other applicable charges. The complainant also collected the copy of the buyers agreement for due execution at his end from the office of the respondent company. It is submitted that the complainant on account of his own free will and understanding opted for the payment plan of his own choosing, i.e. the construction linked payment plan amongst various other plans floated by the respondent company.
- iii. Thereafter, the respondent company raised a demand vide letter dated 18.04.2023 which was due within 10 days of booking the unit, amounting to the tune of Rs. 7,40,367/- payable on or before 26.04.2023.

- iv. The respondent company as per the payment plan opted by the complainants further, raised a demand vide letter dated 26.04.2023 which was due on commencement of excavation of amounting to Rs. 44,42,200/- wherein an amount of Rs. 7,40,367/- was previous outstanding amount payable immediately and Rs. 37,01,833/- was payable on or before 16.05.2023. That in lieu of the above, the complainant only made part payment of an amount of Rs. 82,316/- on 28.04.2023 which was duly acknowledged by the respondent vide receipt dated 28.04.2023. Thus, it can be inferred from the said fact that the complainant is a defaulter since the inception.
- v. The respondent again vide cover letter dated 01.05.2023 sent triplicate copies of the buyers agreement for due execution at the complainant's end.
- vi. Since the complainant failed to clear the dues raised vide demand letters the respondent company was constrained to issue pre-cancellation letter dated 23.05.2023 reminding the complainant to remit the outstanding dues stated thereinunder within 15 days from the issuance of this notice, failing which the respondent company shall be constrained to cancel the booking/allotment. The complainant belatedly made part payment of Rs. 7,051/- and Rs.51,000/- on 05.06.2023 and Rs 16.06.2023.
- vii. After constant follow ups with the complainant, the buyer's agreement was executed between the parties on 24.08.2023. The buyer's agreement sets out the rights and liabilities of both the parties. The buyer's agreement executed between the parties was duly registered at the offices of Sub-Registrar of Assurances, Gurugram.

- viii. Since the complainant failed to clear the dues raised vide demand letter, the respondent company was constrained to issue yet another pre-cancellation letter dated 15.01.2024 reminding the complainant to remit the outstanding dues within 7 days along with applicable interest from the issuance of this notice, failing which the respondent shall be constrained to cancel the booking.
- ix. That the complainant even after the issuance of the pre-cancellation notice dated 15.01.2024 failed to adhere to the opportunity and continued to breach the terms of the buyers agreement. It is submitted that various opportunities and leverages were given by the respondent company, but to no avail. As a consequence of the complainant's inaction in clearing his pending dues despite repeated reminders and follow ups, the respondent was constrained to cancel the allotment of the complainant vide cancellation notice dated 30.01.2024. The cancellation notice was also shared with the complainant vide email dated 01.02.2024. It is submitted that the complainant had only deposited an amount of Rs. 7,40,367/- towards the unit in question i.e., 4.99% of the cost of the unit.
- x. That the respondent was constrained to cancel the unit on account of non-payment of demands raised by the complainant. It is submitted that the respondent company has incurred various losses/damages on account of the breach of the terms of the buyers agreement by the complainant, which the complainant is liable to pay as per the terms of agreement.
- xi. The respondent company, without prejudice to its rights, to close the matter and subject to orders passed in the present matter, refunded the amount deposited by the complainant to the tune of

Rs. 7,40,367/- without deductions vide cheque bearing no. 003423-  
drawn on ICICI Bank dated 13.11.2024.

- xii. It is submitted that the complainant is raising these issues as an afterthought in order to unjustly enrich himself. It is submitted that the respondent company has complied with all its contractual obligations. The complainant is not entitled to any relief from this Authority whatsoever.
- xiii. That post cancellation of allotment, the complainant has no right, title or interest in the unit in question nor has any privity of contract with the respondent company. That in furtherance of the termination of the subject independent floor vide cancellation letter dated 31.01.2024, the same has been re-allotted to one Ms. Shahana Afroz vide allotment letter dated 19.03.2024. Thus, the present complaint is infructuous.
- xiv. The respondent company, without prejudice to its rights, to close the matter and subject to orders passed in the present matter, refunded the amount deposited by the complainant to the tune of Rs. 7,40,367/- without deductions vide cheque bearing no. 003423 drawn on ICICI Bank dated 13.11.2024
- xv. The respondent company has never published any false advertisement/brochure to the complainant. Though the said payment plan was floated by the respondent initially, however, the unit in question was never booked under the said plan. It is relevant to mention here that the said 5:95 payment plan was subject to applicable terms and conditions. It is submitted that the complainant has raised the said issue after more than one year of booking with the sole motive to get rid of his contractual obligations.

It is submitted that the complainant has miserably failed to bring to the notice of the Authority any document to substantiate his alleged claim that the unit was booked under the said payment plan. It is further submitted that none of the documents issued by the respondent mention the said payment plan. A bare perusal of the allotment letter and the registered buyers agreement makes it clear that the complainant opted for a construction linked payment plan and the complainant is making an attempt to derive benefits from his own breaches, defaults & shortcomings. Hence, the advertisement attached with the complaint is of no consequence whatsoever.

- xvi. That the terms of agreement were entered into between the parties on 24.08.2023 and, as such, the parties are only bound by the terms and conditions mentioned therein. The said agreement was duly acknowledged by the complainant after properly understanding each clause contained in the agreement. The complainant was neither forced nor influenced by the respondent to sign the said agreement. It was the complainant who after understanding the clauses signed the said buyer's agreement in complete senses and free will.
- xvii. That as per clause 5 of the buyer's agreement entered into between the parties, time was the essence of the agreement and the allottee was bound to make timely payments of the instalments due as per the payment plan opted by the complainant.
- xviii. It is submitted that the answering respondent has always conducted itself within the four corners of the buyer's agreement. The complainant was very aware that as per clause 5.2 of the buyer's

agreement, timely payment of demands was the essence of the arrangement. The complainant being well aware about the same failed to make timely payments. that under section 19(6) rera states that the allottee is responsible to make necessary payments in the manner and within time as specified in the agreement. The respondent issued numerous reminders and requests to complainant make good pending dues, but to no avail. As a consequence of the same, the allotment of the unit was cancelled by the respondent vide cancellation letter dated 30.01.2024 as per clause 9.3. (ii) of the buyers agreement.

- xix. That the terms and conditions stated in the buyers agreement are binding in nature and the complainant in the instant case has committed a fundamental and deliberate breach of the terms and the conditions of the buyers agreement. It is submitted that the complainant himself did not come forward for clearing his outstanding dues despite repeated reminders and constant follow ups by the respondent. The non-performance of duty for clearing outstanding dues on part of complainant as per the agreement is nothing but just a way to get rid of the contractual obligations. The complainant is trying to derive undue enrichment in the facts and circumstances of the case. It is pertinent to mention that the non-performance of the obligations as stipulated in the buyer's agreement is wilful, deliberate and improper on the part of the complainant and the complainant cannot be permitted to take advantage or benefit on account of his own wrongful acts.
6. 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**

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter jurisdiction**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the 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.*

10. 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 Pass an order to Restore the Unit booked by the complainant with immediate effect.**

**F.II Pass an order, whereby directing the respondent not to charge or claim any charges other than the basic sale price, if any is being charged by the respondent, then the same may kindly be waived off being illegal, null, void, ab-initio, nonest in the eyes of law and not binding upon the rights of the Complainant in any manner whatsoever,**

**F.III Pass an order to pay the penalty to the Complainant on account of Delay Possession Charges in delivering possession of the Unit;**

**F.IV Pass an order directing the respondent to pay an amount of Rs.4,00,000/- to the complainant on account of mental agony and pain;**

**F.V Pass an order to direct the respondent to pay an amount of 55,000 to the Complainant as cost of the present litigation.**

11. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.
12. In the present matter, the complainant had booked an independent residential floor in the project of the respondent titled "M3M Antalya Hills Phase II" and paid a booking amount pursuant to the application form dated 31.03.2023. Thereafter, the respondent allotted a unit bearing no. AHII/E-06-03 on the 3rd floor vide allotment letter dated 18.04.2023 for a total sale consideration of ₹1,48,33,639/- plus other applicable charges. It is an admitted position on record that the complainant paid only a part amount towards the unit and failed to adhere to the payment schedule agreed between the parties.
13. The record further reveals that the complainant had opted for a construction-linked payment plan, and in pursuance thereof the

respondent raised demand letters dated 18.04.2023 and 26.04.2023 calling upon the complainant to deposit the instalments due under the said plan. However, the complainant failed to clear the outstanding dues and only made sporadic and partial payments despite repeated reminders. In view of the continued default on the part of the complainant, the respondent issued a pre-cancellation notice dated 23.05.2023 granting the complainant an opportunity to clear the outstanding dues within the stipulated time.

14. The Authority further notes that even after issuance of the said notice the complainant failed to regularise his account. Thereafter, the parties executed the buyer's agreement dated 24.08.2023, which governs the rights and obligations of the parties. As per the terms of the said agreement, timely payment of instalments was the essence of the contract. Despite execution of the agreement, the complainant again failed to comply with the payment obligations, compelling the respondent to issue another pre-cancellation notice dated 15.01.2024, granting a further opportunity to clear the outstanding dues along with applicable interest.
15. However, the complainant failed to avail the opportunity granted under the said notice and continued to remain in default. Consequently, the respondent cancelled the allotment of the unit vide cancellation letter dated 30.01.2024, which was also communicated to the complainant.
16. Upon consideration of the pleadings and material placed on record, the Authority observes that the complainant has not produced any document to substantiate his allegation that the unit was booked under a 10.90 payment plan. On the contrary, the allotment letter and the buyer's agreement clearly reflect that the complainant had opted for a



construction-linked payment plan. Once the buyer's agreement has been executed between the parties, the terms contained therein become binding, and the parties cannot rely upon alleged representations contrary to the written contract.

**Payment Plan**

Name of Instalment	Payment Plan	Revenue Head	Charge Amount (in Rs.)	Tax Amount(Rs.)	Instalment Amount( Rs.)
Within 10 days of Booking	4.99%	TCV	7,06,111.00	35,250.00	7,40,367.00
On Commencement of Excavation	24.96%	TCV	35,25,555.00	1,76,278.00	37,01,833.00
On Commencement of PCC	19.96%	TCV	28,20,444.00	1,41,022.00	29,61,466.00
On Completion of Ground Floor Slab	17.97%	TCV	25,38,399.00	1,26,920.00	26,65,319.00
On completion of Top Floor Slab	21.96%	TCV	31,02,488.00	1,55,124.00	32,57,612.00
On Application of OC	4.99%	TCV	7,05,111.00	35,256.00	7,40,367.00
On Notice of Offer of Possession	5.17%	TCV	7,30,167.00	36,508.00	7,66,675.00
<b>TOTAL</b>			<b>1,41,27,275.00</b>	<b>7,06,364.00</b>	<b>1,48,33,639.00</b>

17. Section 19(6) of the Real Estate (Regulation and Development) Act, 2016 casts a statutory obligation upon the allottee to make the necessary payments as per the agreement for sale. The Authority further observes that in all such matters, where cancellation is effected for non-payment of dues, the validity of such cancellation is determined by examining whether the promoter has provided adequate notice, reasonable time for compliance, and acted in accordance with the agreed payment plan. In the present case, the respondent appears to

have fulfilled these procedural obligations prior to the cancellation of the allotment.

***Section 19(6) of the Real Estate (Regulation and Development) Act, 2016 provides as under:***

*"The allottee shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any, in accordance with the terms and conditions of the agreement for sale."*

18. The Authority also observes that before cancelling the allotment, the respondent issued multiple opportunities to the complainant to clear the outstanding dues and regularise the account. Therefore, the cancellation cannot be said to be arbitrary or in violation of the terms of the agreement. On the contrary, the respondent acted strictly in accordance with the provisions of the buyer's agreement and after providing sufficient opportunity to the complainant to comply with the payment obligations.
19. Accordingly, the Authority is of the considered view that the cancellation of the unit vide letter dated 30.01.2024 was valid and in accordance with the terms and conditions of the buyer's agreement as well as the statutory obligations under Section 19(6) of the Act.
20. In the present case, the respondent has submitted that the complainant had deposited only a limited amount towards the unit and that the said amount has already been refunded to the complainant without deductions. In view of the same, no further relief survives in favour of the complainant.

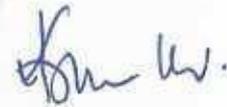
**G. Directions of the authority**

21. 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 Authority holds that the cancellation of the unit vide letter dated 30.01.2024 was valid and in accordance with the terms and conditions of the buyer's agreement as well as the provisions of Section 19(6) of the Act.
  - ii. Since the respondent has already refunded the amount deposited by the complainant, no further directions are required to be issued in the present matter.
22. Complaint as well as applications, if any, stand disposed off accordingly.
23. Files be consigned to registry.

Dated: 21.11.2025



**Arun Kumar**  
**Chairman**

Haryana Real Estate Regulatory  
Authority, Gurugram

**HARERA**  
**GURUGRAM**