

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

Complaint no.	:	2546 of 2025
Date of complaint	:	09.06.2025
Date of order	:	30.01.2026

Madhav Singhal

R/o: - Flat no. 16, Swastik Residency,
Khasra No. 322, Near IGNOU, Neb Sarai,
New Delhi - 110068

Complainant

Versus

M/s Alton Buildtech Pvt. Ltd.
Office at: Adani House, C-105,
Anand Niketan, New Delhi - 110021

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Rahul Thareja (Advocate)

Sh. Kalyan Kumar (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees 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 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Aangan", Sector 88A & 89A, Gurugram.
2.	Total area of the project	5.5625 acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license no.	81 of 2014 dated 08.08.2014 valid upto 30.03.2025
5.	Name of licensee	Alton Buildtech India Pvt. Ltd.
6.	Registered/not registered	Registered vide no. 260 of 2017 dated 03.10.2017
7.	Unit no.	1402, 14 th floor, Tower B1 [page no. 29 of complaint]
8.	Area of the unit	372.06 sq. ft. of carpet area 38.04 sq. ft. of balcony area [page no. 29 of complaint]
9.	Provisional allotment	26.02.2016 (page no. 25 of complaint)
10.	Date of execution of apartment buyer's	20.04.2016 [page no. 27 of complaint]

	agreement	
11.	Possession clause	<p>3. Possession</p> <p>3.1 Subject to Force Majeure circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, and requirements in accordance with this agreement without any default, the Developer will endeavor to offer possession of the said Apartment to the Allottee within a period of four (4) years from the date of approval of building plans or grant of environment clearance whichever is later.</p> <p>(page no. 34 of complaint)</p>
12.	Approval of building plans	05.10.2015
13.	Environment clearance	01.07.2016
14.	Due date of possession	01.07.2020 (Calculated from the date of Environment clearance being later)
15.	Sale consideration	Rs. 15,07,260/- (Page no. 31 of complaint)
16.	Total amount paid by the complainant	Rs. 14,35,655/- (as alleged by complainant)
17.	Occupation certificate	01.06.2021 (page no. 163 of reply)
18.	Offer of possession	29.06.2021 (page no. 54 of complaint)

19.	Reminders for payment	31.01.2022, 30.05.2022, 30.08.2022, 18.10.2022, 02.12.2022, 13.04.2024, 17.04.2024	23.02.2022, 30.07.2022, 28.09.2022, 22.11.2022, 27.12.2022,
20.	Publication in newspaper	21.04.2023 (page no. 7-9 of additional documents submitted by complainant)	
21.	Cancellation of unit	23.04.2024 (page no. 71 of complaint)	

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That relying on various representations and assurances given by the respondent and on belief of assurances, allottee/complainant booked a unit in the project by paying an amount of Rs. 75,363/- towards the booking of the unit in question to the respondent on 30.12.2015 and the same was acknowledged by the respondent.
- II. That respondent sent an allotment letter dated 26.02.2016 to the complainant confirming the booking of the unit, allotting a unit no. 1402, Tower-B1, in Sector 88A/89A having carpet area measuring 372.06 sq. ft. and balcony area 38.04 sq. ft. in the aforesaid project of the developer for a total sale consideration of the said unit i.e. Rs. 15,07,260/- which includes basic price Plus EDC and IDC, ETC and other specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.

- III. That after the allotment letter was issued respondent/builder raised several demands and the complainant in time bound manner duly paid the said demands.
- IV. That after repeated requests and reminders, respondent got the apartment buyer agreement dated 20.04.2016 executed with the complainant.
- V. That respondent kept on raising the demands which were duly paid by the complainant on time. The complainant had paid a sum of Rs. 14,35,655/- out of total sale consideration of Rs. 15,07,260/- till 2019 on time.
- VI. That as per the clause 3 of the apartment buyers agreement, the possession of the said unit was to be delivered within 4 years from the date of approval of building plans or environment clearance. That the due date of possession comes out to be 05.10.2019 i.e. 4 years from date of approval of building plan i.e. 05.10.2015.
- VII. That no letter or communication was received from the respondent after march 2019. The complainant contacted the respondent company several times to seek the status of the construction but he was informed that construction was in progress.
- VIII. That respondent instead of replying to the emails and reminders of the complainant, the respondent sent an invalid offer of possession dated 29.06.2021 along with various illegal demands such as administrative charges, advance electricity charges, energy meter charges, HVAT, service charge etc. which were never a part of the BBA and that too without any adjustment of the delay possession charges. It is pertinent to mention here that after coming into force of the RERA Act,2016,

builder cannot charge anything not provided under the RERA Act, 2016 and HARERA Rules framed thereafter.

- IX. That the complainant tried contacting the respondent regarding the above mentioned issues several times but of no use, the employees of the respondent always postponed the conversation stating one or the other reason.
- X. That the complainant also requested the respondent to share a copy of the occupation certificate which was never shared by the respondent as no occupation certificate was received till date in respect of the unit/tower in question.
- XI. That the complaint vide its email dated 11.07.2021 raised objections on the invalid demands raised in the name of offer of possession and also re-addressed his previous queries pertaining to the GST charges and the delay caused in the construction.
- XII. That then the complainant personally visited the office of the respondent for the possession of his unit and for the discussion about the illegal demands but the complainant was denied the same by the respondent. The respondent also assured that a fresh offer of possession will be issued to the complainant after resolving all the objections and meanwhile the unit will be ready also after the final touchups.
- XIII. That the complainant also requested a copy of the OC received by the respondent from the concerned department, which the respondent failed to provide till date.
- XIV. That to utter shock and dismay of the complainant the Respondent issued a demand letter/notice dated 23.02.2022 for Rs. 2,65,127/- and then on 22.11.2022 for Rs.2,65,130/-. The respondent instead of

reducing the demand after adjustment of the delay possession charges in fact increased the total consideration from that as agreed in the BBA. That on 01.04.2023, the complainant sent an email to the respondent stating that neither his queries nor his phone calls are being answered by the respondent. Thereafter the complainant again sent reminder emails to the respondent on 11.09.2023 and 12.09.2023. That the respondent even after numerous queries and reminders replied to the complainant's mails vaguely on 25.09.2023 by stating that Mr. Anthony is the relationship manager for all concerns regarding his property.

- XV. The complainant claims that the OC of the project has still not been received (specially of the unit/tower in question). Not only this, the respondent has also failed to file the QPR and Annual Reports before the Hon'ble RERA which is mandatory to maintain the transparency to the allottees.
- XVI. That after so much delay and non-cooperation of the respondent, the complainant finally decided to pay the illegal demands under protest to seek the possession of his unit but it was shocking for the complainant that representatives of the respondent informed the complainant that his unit already stands cancelled.
- XVII. During the period the complainant went to the office of respondent several times and requested them to resolve the issue and accept the balance amount and allow him to visit the site but he was never allowed saying that they do not permit any buyer to visit the site during construction period.
- XVIII. That the complainant contacted the respondent on several occasions through emails with regard to his allotment. The Respondent was

never able to give any satisfactory response to the complainant regarding the status of the unit.

- XIX. That even if the cancellation was done in 2023, the maintenance demands were being raised every month to the complainant through various letters and emails dated 15.07.2023, 25.08.2023, 13.09.2023, 16.12.2023, 24.01.2024, 20.02.2024, 22.02.2024, 04.03.2024, 11.03.204, 17.04.2024 and so on.
- XX. Therefore, the respondent company has been manipulating the complainant since 2019 until 2024 and when the complainant stopped cooperating and entertaining the vague replies of the respondent, they illegally and arbitrarily cancelled the allotment.
- XXI. That the complainant came to know that the respondent refunded a part payment of Rs. 13,48,977/- to the ICICI Bank. The said amount refunded to the ICICI Bank was not the complete amount which was actually refundable from the respondent. Moreover, the alleged cancellation is of way back from the date when the refund was initiated, the complainant unaware about the malice conduct of the respondent was paying the EMIs of the loan disbursed in lieu of the unit in question till 2024 even though the unit of the complainant was cancelled way back in 2023 as informed by Mr. Anthony (alleged relationship manager).
- XXII. It is submitted that the Respondent arbitrarily and illegally deducted an amount of Rs. 2,10,814/- under different alleged heads i.e., surrender amount, forfeiture amount, service tax, GST etc.. The complainant till date has been seeking the clarification regarding the said cancellation and the said illegal deductions.

XXIII. That as per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs. 14,35,654/, towards the said unit against total sale consideration of Rs.15,07,260/-.

C. Relief sought by the complainant:

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

- i. Restrain the respondent from raising any fresh demand from the complainant.
- ii. Direct the respondent to refund the entire amount paid by the complainant along with interest from date of each payment till the date of its realization.
- iii. To set aside invalid letter of offer of possession dated 29.06.2021 and cancellation letter dated 23.04.2024
- iv. Direct the respondent not to create any third-party rights in the said unit till final realization of the total amount paid along with interest.
- v. Direct the respondent to compensate the complainant for paying EMIs regularly to the Bank with respect to loan till 2024 even after the alleged cancellation.
- vi. Direct the respondent to pay an amount of Rs. 3,00,000/- for causing financial hardships, mental agony and harassment to the complainant.
- vii. Direct the respondent to pay Rs. 1,00,000/- towards the litigation cost incurred
- viii. Direct the respondent to pay Rs. 10,00,000/- on loss of cost escalation that the complainant would have enjoyed today if the unit was handed over on time.

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 contested the complaint by filing reply on the following grounds: -

- I. That the complainant had applied for the allotment of a flat/unit in an affordable group housing project known as 'AANGAN', located in Sector-88A & 89A, Gurugram, Haryana.
- II. That the company was granted a license to develop the affordable group housing project vide license no. 81 of 2014, dated 08.08.2014. Subsequently, the building plans for the project were duly sanctioned and approved by the competent authority on 05.10.2015.
- III. That the complainant signed an application form dated 24.12.2015, thereby expressing interest in booking unit no. B1-1402 in the said project. Along with the application, the complainant deposited a sum of ₹15,000/- towards the booking amount for the said unit.
- IV. That the respondent had on every occasion given various opportunities to the complainant to pay the outstanding amounts on time, however despite issuing multiple reminder letters to the complainant, the complainant miserably failed to pay the outstanding amounts within the stipulated time. As a result of the complainant's failure to clear the outstanding dues despite issuing multiple reminders and giving ample opportunities, the respondent was left with no option but to initiate the process of cancellation of the allotment.

- V. That the respondent had issued offer of possession letter dated 29.06.2021 informing the complainant that the unit is ready for possession as the occupation certificate for the same has been received. However, there are certain amount which is payable by the complainant. That after the issuance of offer of possession letter, the respondent had issued letters dated 31.01.2022, 23.02.2022, 30.05.2022, 30.07.2022, 30.08.2022 and 28.09.2022 reminding the complainant to take the possession and execute the conveyance deed and further to clear the outstanding amount.
- VI. That respondent has again issued the reminder letter dated 18.10.2022, requesting the complainant to take the possession. Subsequently, the respondent issued further reminder letters dated 22.11.2022 and 27.12.2022, stating that certain amounts remained unpaid and requesting the complainant to pay the outstanding amount.
- VII. That the respondent issued the statement of account to the complainant vide letters dated 02.12.2022, 13.04.2024 and 17.04.2024 and requested him to pay the outstanding amount. Despite issuance of various reminder letter and statement of account, the complainant failed to pay the outstanding amount. As a result, the respondent was compelled to cancel the allotment vide letter dated 23.04.2024.
- VIII. That after the cancellation of allotment the respondent has lawfully refunded the amount to bank vide letter dated 23.04.2024. The cancellation charges have also been provided. The respondent has communicated the same via emails dated 12.04.2024, it was further informed to the complainant that the refund has been initiated vide

email dated 13.04.2024 and 17.04.2024. Thereafter, vide email dated 24.04.2024, the Respondent has answered all the queries which were raised by the Complainant.

- IX. That as per clause I of the Haryana Government, Town and Country planning department notification, if the allottee fails to pay the instalment even after issuing the reminder, the promoter may cancel the allotment.
- X. That the complainant has breached the terms and conditions of the application form. As per the application form and apartment buyer's agreement signed by the complainant, the complainant was required to make timely payment as per the payment schedule, however despite repeatedly issuing reminder letters and demand letters, the complainant failed to comply with the terms and conditions.
- XI. That the complainant has not complied with the payment plan, which was accepted by him voluntarily and without any coercion. Despite agreeing on the payment plan, the complainant has failed to adhere with the same. The complainant has consistently made irregular and delayed payments, failing to adhere the agreed payment plan, notwithstanding the repeated defaults, the respondent has accepted the irregular payments from the complainant. As per the application form the complainant is required to adhere and comply with the agreed terms and conditions and is liable to make the payment of the total sale consideration on time.
- XII. Failure on part of complainant to make timely payments despite issuance of reminder letter and demand notices by the respondent.

- XIII. That the respondent has issued multiple reminder letters and provided ample opportunity to the complainant to comply with terms and conditions of agreement and fulfil their obligations.
- XIV. That the respondent has issued at least two reminder letters in respect of each instalment which is due and payable, which is required to be paid. The issuance of reminder letter, the complaint made the payments, which were acknowledged by the respondent by issuing the payment receipts.
- XV. That after the acknowledgment of the payment made by complainant, respondent has issued legal demand notice dated 06.05.2019 and 17.07.2019.
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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the

present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

Section 11.....(4) 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 complainants at a later stage.

F. Findings on the relief sought by the complainant.

- i. Restrain the respondent from raising any fresh demand from the complainant.
- ii. Direct the respondent to refund the entire amount paid by the complainant along with interest from date of each payment till the date of its realization.
- iii. To set aside invalid letter of offer of possession dated 29.06.2021 and cancellation letter dated 23.04.2024

- iv. Direct the respondent not to create any third-party rights in the said unit till final realization of the total amount paid along with interest.
11. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest as per section 18(1) of the Act and the same is reproduced below for ready reference:

"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.-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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."

(Emphasis supplied)

12. Clause 3 of the agreement provides the time period of handing over possession and the same is reproduced below:

3. Possession

"3.1 Subject to Force Majeure circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, and requirements in accordance with this agreement without any default, the Developer will endeavor to offer possession of the said Apartment to the Allottee within a period of four (4) years from the date of approval of building plans or grant of environment clearance whichever is later."

13. The complainant booked a unit in the affordable group housing colony project of the respondent known as "Aangan" situated at sector 88A

and 89A, Gurgaon, Haryana and was allotted a unit bearing no. 1402, on 14th floor in tower- B1 of the project vide allotment letter dated 26.02.2016. The apartment buyer agreement was executed between the complainant and the respondent on 20.04.2016 for a total sale consideration of Rs.15,07,260/- out of which the complainant had paid an amount of Rs. 14,35,655/-.

14. As per the possession clause the possession of the unit was to be offered within 4 years from the date of approval of building plans (05.10.2015) or from the date of environment clearance (01.07.2016), whichever is later and which comes out to be 01.07.2020.
15. The respondent/promoter received the occupation certificate on 01.06.2021 and thereafter vide letter dated 29.06.2021 offered the possession to the complainant. Thereafter vide reminder/demand letters dated 31.01.2022, 23.02.2022, 30.05.2022, 30.07.2022, 30.08.2022, 28.09.2022, 18.10.2022, 22.11.2022, 02.12.2022, 27.12.2022, 13.04.2024, 17.04.2024 intimated the complainant for payment of the outstanding dues but he failed to adhere the same. Despite issuance of several reminders, the respondent published a list of defaulters for payments in the daily Hindi newspaper on 21.04.2023. It is observed that the complainant failed to pay the remaining amount as per the schedule of payment and which led to issuance of notice for cancellation by the respondent/builder dated 23.04.2024.
16. It is observed that the complainant failed to pay the remaining amount as per schedule of payment and which led to issuance of notice for cancellation by the respondent/builder dated 23.04.2024. In line with the aforesaid facts, the documents and submissions placed on record,

the main question which arises before the authority for the purpose of adjudication is that “whether the said cancellation is a valid in the eyes of law?”

17. Clause 5(iii) (i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below:-

*“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”.*

18. The respondent company has obtained the occupation certificate on 01.06.2021 and offered possession of the allotted unit on 29.06.2021, but on failure of the complainant to take possession of the allotted unit after several reminders, the respondent was constrained to issue cancellation of unit after publishing a list of defaulters in the daily hindi newspaper on 21.04.2023. The authority is of the considered view that the respondent /builder has followed the prescribed procedure as per clause 5(iii)(i) of the Policy, 2013 and in view of the same, the cancellation letter dated 23.04.2024 is held to be valid.
19. As per clause 5(iii)(i) of the Affordable Housing Policy of 2013, in case of cancellation the respondent can deduct the amount of Rs.25,000/- only and the balance amount shall be refunded back to the complainant. Till date no amount has been refunded back by the

respondent-builder to the complainant/allottee. Thus, it has been using the funds of the complainant. In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Policy 2013 along with interest from date of cancellation of allotment i.e., 23.04.2024 till the actual realization of the amount.

- v. Direct the respondent to compensate the complainant for paying EMIs regularly to the Bank with respect to loan till 2024 even after the alleged cancellation.
 - vi. Direct the respondent to pay an amount of Rs. 3,00,000/- for causing financial hardships, mental agony and harassment to the complainant.
 - vii. Direct the respondent to pay Rs. 1,00,000/- towards the litigation cost incurred
 - viii. Direct the respondent to pay Rs. 10,00,000/- on loss of cost escalation that the complainant would have enjoyed today if the unit was handed over on time.
20. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.** (Decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of

compensation. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority

21. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent is directed refund the paid-up amount of Rs. 14,35,655/- after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019, along with interest @10.80% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of allotment i.e., 05.01.2022 till the actual realization of the amount.
 - ii. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.
14. Complaint as well as applications, if any, stands disposed off accordingly.
15. File be consigned to the registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 30.01.2026