

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

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**Date of Decision: February 10, 2026**

**(1) Appeal No. 26 of 2023**

Sheela Khandelwal aged 84 years wife of Late Sh. Mukand Mohan Khandelwal resident of House No. 98, Sector-3, Vibhav Nagar, Agra, Uttar Pradesh - 282001.

Appellant.

Versus

1. M/s Haamid Real Estate Pvt. Ltd. through its Director having registered office at The Masterpiece, Sector-54, Golf Course Road, Gurugram.
2. M/s Advance India Projects Limited through its Director having registered office at The Masterpiece, Sector-54, Golf Course Road, Gurugram.

Respondents.

**(2) Appeal No. 27 of 2023**

Shree Mohan Khandelwal aged 84 years son of Late Sh. Brij Mohan Khandelwal resident of House No. 30-A, Munro Road, Agra Cantt, Uttar Pradesh - 282001.

Appellant.

Versus

1. M/s Haamid Real Estate Pvt. Ltd. through its Director having registered office at The Masterpiece, Sector-54, Golf Course Road, Gurugram.
2. M/s Advance India Projects Limited through its Director having registered office at The Masterpiece, Sector-54, Golf Course Road, Gurugram.

Respondents.

**CORAM:**

**Justice Rajan Gupta  
Dr. Virender Parshad  
Dinesh Singh Chauhan**

**Chairman  
Member (Judicial)  
Member (Technical)**

Present: Mr. Mangesh Goel, Advocate  
for the appellants.

Mr. Rohit Sangam, Advocate  
for the respondents.

**ORDER:****RAJAN GUPTA, CHAIRMAN**

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 26 of 2023.

2. Present appeal is directed against order dated 28.10.2022, passed by the Authority at Gurugram<sup>1</sup> whereby Complaint No.3514 of 2021 filed by the allottee was disposed of with the following directions:-

*“Keeping in view the above mentioned facts the authority hereby directs the promoter to return the amount after forfeiture of 10% of total sale consideration with interest at the rate of 10.25% (the State Bank of India highest marginal cost lending rate (MCLR) applicable as on dated + 2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules, 2017.”*

2. Factual matrix of the case is that the appellant/allottee booked a unit bearing no. B-091 on 9th floor in Tower-B, measuring 2150 sq. ft. in the project of the respondents/promoters, namely “The Peaceful Homes” located in Sector 70A, Gurugram, by paying an amount of Rs.10,00,000/-. Flat Buyer Agreement (FBA) was executed between the parties on 17.04.2015. As per clause 11(a) of the agreement, due date of possession comes out to be 21.10.2017. Occupation Certificate (OC) for the project was granted on 29.10.2019. Out of the total sale consideration of Rs. 1,49,91,742/-, the appellant/allottee had paid Rs.59,21,966/-. Despite several reminders issued by the respondents/promoters requesting the

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<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram.

appellant/allottee to make payment of the balance amount, she failed to comply. Consequently, the respondents/promoters issued the pre-cancellation letter on 16.04.2019 and thereafter cancelled the allotment of the said unit on 09.07.2019. The appellant/allottee preferred the complaint before HRERA, Gurugram on 27.08.2021 seeking setting aside of the cancellation letter and to transfer the paid-up amount of the said unit towards booking of another unit no. B-181.

3. Stand of the respondents/promoters before the Authority is that the appellant/allottee was in constant default in making timely payment as per the terms and conditions of the agreement and did not adhere to the agreed payment plan. Respondent No.1 had issued various reminders to the appellant/allottee during the years 2014 to 2017. Accordingly, a pre-cancellation letter was sent on 16.04.2019, followed by cancellation of the allotment of the unit on 09.07.2019 in accordance with clause 56 of the agreement. Thereafter, appellant/allottee requested to cancel the said unit and transfer the funds thereof to the unit of her husband and said request of appellant/allottee was subsequently approved by the respondents/promoters subject to the fulfilment of the merger documentation formalities. However, the appellant/allottee failed to supply complete documents and due to this lackadaisical conduct, the request could not be processed.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in para 2 of this order.

5. Aggrieved by the impugned order, the appellant/allottee preferred the instant appeal before this Tribunal. She primarily

challenged the impugned order on the ground that the Authority erred in allowing deduction of 10% of the sale consideration while directing refund.

6. Learned counsel for the respondents/promoters has contended that OC of the project had already been obtained prior to the filing of the complaint and the appellant/allottee did not come forward to make further payments despite 32 reminders issued by the respondents/promoters in this regard. It was submitted that the allotment was cancelled on 09.07.2019 due to default by the allottee in making the payment. Therefore, the direction to refund after deduction of 10% of the sale consideration was just and reasonable.

7. During the pendency of the present appeal, possibility of amicable settlement was explored and the respondents/promoters made an offer of lump sum amount of Rs.57,00,000/- as full and final settlement of claim of the appellant/allottee, as recorded in the order dated 05.08.2024. However, efforts made to settle the matter amicably proved futile. Thereafter, the matter was heard on merits.

8. We have heard learned counsel for the parties and given careful thought to the facts of the case.

9. It is an admitted fact that Occupation Certificate for the project was obtained on 29.10.2019, whereas the appellant/allottee filed the complaint before the Authority on 27.08.2021. It is evident from the record that the appellant/allottee failed to adhere to the payment schedule and did not make the requisite payments. The material on record shows that the respondents/promoters had also issued several reminders, yet the appellant/allottee remained in default. Consequently, the respondents/promoters issued the pre-cancellation letter on 16.04.2019, and thereafter, cancelled the

allotment of the subject unit vide letter dated 09.07.2019. Thus, after examining the entire issue, the Authority directed refund of the paid-up amount after deducting 10% of the sale consideration along with interest.

10. We find no legal infirmity or procedural irregularity in the order passed by the Authority warranting interference by this Tribunal in the Appellate Jurisdiction. The plea of appellant/allottee is hereby rejected as she cannot be absolved of her conduct for not responding to the numerous demand letters sent by the respondents/promoters requisitioning the balance payment. The direction to refund the paid-up amount after 10% deduction of the sale consideration along with interest @ 10.25% per annum from the date of cancellation till actual date of refund is hereby upheld.

11. In view of the above discussion, the appeals are without any merit and are hereby dismissed.

12. Copy of this order be sent to parties/their counsel and the Authority below.

13. Files be consigned to records.

Justice Rajan Gupta,  
Chairman,  
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad  
Member (Judicial)

Dinesh Singh Chauhan  
Member (Technical)

February 10, 2026/mk