

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

|                                     |                    |
|-------------------------------------|--------------------|
| <b>Complaint no.:</b>               | <b>693 of 2025</b> |
| <b>Date of filing of complaint:</b> | <b>10.02.2025</b>  |
| <b>Date of Order:</b>               | <b>27.01.2026</b>  |

**Sandip Singh**

**Complainant**

**R/o: - D-45, Rajouri Garden, Opposite Ramesh  
Petrol Pump, New Delhi-110027**

**Versus**

**M/s Vatika Pvt. Ltd.**

**Respondent**

**Corporate Office at: Tower A, Vatika City  
Centre, 5<sup>th</sup> Floor, Sector-83, Gurugram-122051.**

**CORAM:**

**Chairman  
Member**

**Shri Arun Kumar  
Shri Phool Singh Saini**

**APPEARANCE:**

**Complainant  
Respondent**

**Sh. Sanjeev Dhingra (Advocate)  
Sh. Dhruv Rohtagi (Advocate)**

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

| S. No. | Particulars  | Details   |
|--------|--|---|
| 1.     | Name and location of the project                             | "Vatika India next", Sector-81-85, Gurgaon.   |
| 2.     | RERA Registered/ not registered                              | <b>Registered</b>   |
| 3.     | Plot no.   | 21a, Street N-1<br>(As per page no. 18 of the complaint)  |
| 4.     | Plot area admeasuring  | 332.29 sq. yds.   |
| 5.     | Allotment letter   | 26.04.2017<br>(As per page no. 18 of the complaint)   |
| 6.     | Buyer's agreement  | 25.02.2022 (not signed by any of the parties)   |
| 7.     | Possession clause  | <b>NA</b>   |
| 8.     | Due date of possession                                       | 26.04.2020<br><b>(Note:</b> The due date of possession is calculated 3 years from the date of allotment i.e., 26.04.2017) |
| 9.     | Total sale consideration                                     | ₹1,07,99,100/-<br>(As per expression of interest on page no. 16 of the complaint)   |
| 10.    | Amount paid by complainant                                   | ₹10,80,000/- (10%)<br>(As per page no. 15 of the complaint)   |
| 11.    | Reminders  | 03.05.2017, 07.06.2017, 07.07.2017, 05.09.2017, 05.10.2017  |
| 12.    | Notice for termination                                       | 07.05.2018  |
| 13.    | Demand letter  | 21.01.2019  |
| 14.    | Notice for termination                                       | 03.02.2022<br>(As per page no. 178 of the reply)  |
| 15.    | Letter for cancellation                                      | 22.02.2022  |
| 16.    | Occupation Certificate                                       | Not obtained  |
| 17.    | Intimation of possession                                     | 21.01.2019 (Invalid as OC not obtained till now)<br>(As per page no. 168 of the reply)                                    |
| 18.    | Letter sent by the complainant intimating the respondent for | 19.05.2017<br>(As per page no. 28 of the complaint)   |



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|--|---|--|
|  | <p>the change in residence address of the complainant</p> | <p><b>Old address:</b> E-4/5, DLF Phase-, Gurgaon<br/><b>New address:</b> D-45, Rajouri Garden, Corner Side on Ring Road, Opp. Ramesh Petrol Pump, New Delhi-110027.</p> |
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### **B. Facts of the complaint:**

3. The complainant has made the following submissions in the complaint:
  - I. That in the month of March 2017, the complainant was approached by the respondent in relation of booking of plot/unit bearing no. 21A, N-21 admeasuring 332.284 sq. yds. in the project namely "Vatika India Next" situated at Sector-82,83,84,85 Gurugram, Haryana and the total sale consideration price of the unit was Rs.1,07,99,100/-. The respondent obtained the signatures of the complainant on the booking form/expression of interest for nursing home site, which was pre-drafted by the respondent and was retained by him as blank in original and in respect of the said unit, the respondent also obtained 10% of the total sale consideration unit/nursing home site as advance/booking amount i.e., Rs.10,80,000/- from the complainant. It was duly agreed and also mentioned in the booking form/expression of interest that the other terms and conditions for purchase of the said plot including the payment terms would be spelled out and recorded/incorporated in the per agreement for sale as required in section 13 of the Act of 2016.
  - II. That on 26.04.2017 respondent had allotted the unit/plot for nursing home site bearing no. 21-A, N-21 site to the complainant and in respect of that respondent issued an allotment letter to the complainant.
  - III. That on 30.04.2018, instead of executing and registering an agreement for sale in favour of the complainant, the respondent demanded



further/additional 10% amount towards the total sale consideration from the complainant without execution of builder buyer's agreement/agreement to sell which was totally illegal and unjustified but the complainant was constrained and had no other option except to succumb to the illegal demands of the respondent. The complainant was compelled to shell out the payment of further, additional 10% amount of Rs.10,80,000/- to respondent under protest.

- IV. That despite several requests by the complainant to the respondent for execution of builder buyer's agreement/ agreement to sell between the parties through various modes, the respondent deliberately and dishonestly did not execute and register the mandatory agreement for sale in favour of the complainant. The complainant also personally, visited, physically approached to the respondent for the execution of builder buyer's agreement/ agreement to sell and gave several letters and reminders but the respondent with malafide intentions did not issue any acknowledgment. In furtherance of the same, the complainant also wrote a letter dated 05.05.2017 to the respondent and requested to the respondent to execute the builder buyer's agreement/ agreement to sell and provide the certified/attested copies of all documents including but not limited to the license granted by the DTCP Haryana, layout plan, size, design shape, documents of zoning approval and other approval from government authorities in respect of above said unit/ nursing home site and also specifically demanded the aforesaid documents through letter dated 05.05.2017. The letter dated 05.05.2017 was duly signed, stamped, sealed and absolutely agreed and accepted by the respondent.
- V. That from 04.10.2017 to 28.06.2021, respondent wrote formal emails to complainant stating therein that respondent will execute builder buyer's

agreement/ agreement to sell within next few months. The respondent intentionally, wilfully and dishonestly did not prepare, sign and execute the builder buyer's agreement/ agreement to sell with the complainant and always cheated the complainant. The complainant sent a letter to the respondent for the change in residence address of the complainant.

- VI. That the respondent did not pay heed to requests of the complainant & with malicious and fraudulent intent, instead of sending an email to the complainant, illegally sent an alleged cancellation letter on the wrong address in the name of the complainant, which was never served upon the complainant. The respondent cancelled the booking of plot/unit without executing the agreement for sale, which is mandatory.
- VII. That till date the respondent has obtained 20% from the complainant out of the total amount towards the total sale consideration of above said unit to the tune of Rs.21,60,000/- to the respondent without execution of the mandatory agreement to sell. It is further submitted that acts of the respondent here in have caused severe harassment both physically and mentally and that respondent has duped the complainant of the hard-earned money invested by the complainant.
- VIII. That the complaint filed by the complainant herein is within the limitation period and complainant has paid the fee as required under law.

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

4. The complainants have sought following relief(s):
  - i. Declare the cancellation letter dated 22.02.2022 and all the actions, proceedings, etc. emanating therefrom, therein and thereunder as totally unlawful, illegal, against the provisions of the Act of 2016 and against the principles of natural justice.

- ii. Direct the respondent to execute and register the agreement for sale for the aforesaid plot/unit bearing no. 21A, N-21 admeasuring 332.284 sq. yard in the project namely "Vatika India Next" situated at Sector-82,83,84,85 Gurugram, Haryana for a total sale consideration of Rs.1,07,99,100/- immediately without any further delay or excuse.
- iii. Direct the respondent to supply to the complainant true/certified copies of all the relevant documents, permissions, approvals, sanctions, certificates, licenses, etc. obtained by the respondent which are related and connected to the above said unit/plot.
- iv. Direct the respondent to receive the balance sale consideration only after execution and registration of agreement for sale in favour of the complainant and restore the ownership of the complainant.
- v. Cancel the RERA registration, licenses granted to the respondent immediately.
- vi. Punish the respondent under section 63 for not compliance of the provision of the Act of 2016.

5. On the date of hearing, the authority explained to the respondent/promoter about the contravention 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 has contested the complaint on the following grounds:
  - I. That the present complaint is barred by limitation. The notice of termination was issued to the complainant on 03.02.2022, while the present complaint has been filed on 10.02.2025. The present complaint is therefore, liable to be dismissed on this ground alone. Further, the complainant was always aware of the fact that the allotment of the plot has been transferred to a new allottee and the complainant has filed the

present complaint after 3 years. The knowledge of the complainant about the transfer is evident from the fact that the complainant had even filed a Civil Suit bearing no. 2821 of 2022, against the new allottee, which was subsequently, dismissed as withdrawn. The present complaint is liable to be dismissed on this ground alone.

- II. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the expression of interest and/or allotment letter, as shall be evident from the submissions made in the following paras of the present reply.
- III. That the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. It is submitted that the complainant had already been offered the possession of the plot bearing no. 21A, Street No. N-1 having an area of 332.29 sq. yds. The possession was offered to the complainant on 21.01.2019, however, the complainant continued to be in default of payments due and payable against the plot in question and consequently, the allotment was terminated by the company. It is relevant to mention that the plot in question has now been reallocated to a third party. Thus, the complainant is now estopped from raising frivolous pleas, which are apparently an attempt to somehow withhold the legitimate payments to the respondent, or to gain more time to make the payments. The present complaint is liable to be dismissed outrightly.
- IV. That the instant complaint is sham and bogus. The complainant has not come before this Hon'ble Authority with clean hands and has suppressed vital and material facts and twisted the correct facts before this Hon'ble

Authority. The complaint deserves to be dismissed at the very threshold.

The correct facts are set out in the succeeding paras of the present reply.

V. That the complainant is a rank defaulter and a habitual litigant. The complainant has no interest in retaining the allotments and the modus operandi of the complainant is to make several bookings in several projects of the various developers. The complainant thereafter defaults in payments due to lack of funds and then initiates litigation against the promoters on false, fabricated and frivolous grounds in order to seek refund of his money and earn higher rates of interest on the said amounts in cases where the appreciation of the units has not been much and in cases, where there has been appreciation in the prices, the complainant chooses to retain and then blackmails the promoters to give possession with compensation on false and fabricated grounds. The complainant is in the practice of gaining unjust enrichment at the expense of the developers and thereby causes unjust loss to the said developers. This practice of the complainant ought to be restricted and strict penal action ought to be taken against such proxy litigants. The complainant had booked three clinic sites in the present project of the respondent. The present complaint pertains to plot/unit no. 21A.

VI. That the complainant, sometime in March 2017 had approached the Respondent to book a plot/ clinic site in the project of the respondent. The complainant being fully satisfied with all prospects and basis the unmatched reputation of the respondent, executed an expression of interest dated 31.03.2017, for a plot admeasuring 332.284 sq. yds., for a total basic sale consideration of Rs.1,07,99,100/- plus taxes and other charges. The payment plan opted by the complainant was a time linked

plan. The complainant, against the booking of the said unit made a payment of Rs.10,80,000/-.

- VII. That the respondent, believing the bonafides of the complainant, proceeded to issue an allotment letter dated 26.04.2017 to the complainant, whereby the allotment of unit no. 21A was confirmed in favour of the complainant.
- VIII. That in terms of the payment plan opted by the complainant, the respondent raised its demand vide demand letter dated 03.05.2017. However, the complainant paid no heed to the said demand and failed to make the payment. The respondent was constrained to issue reminders dated 07.06.2017 and final opportunity letter dated 07.07.2017, calling upon the complainant to clear his outstanding dues. However, the complainant failed to make the payments.
- IX. That as per the payment plan opted by the complainant, the respondent raised the next demand of the payment for the plot on the complainant vide demand letter dated 05.09.2017. However, the complainant once again paid no heed to the said demand and continued to default in the payment. The respondent, as an abundant precaution, issued reminder letter dated 05.10.2017, which too remained unresponsive. Subsequent thereto, the respondent raised another demand on 12.12.2017 on the complainant, against his booking, which too remained unpaid.
- X. That since the complainant was not forthcoming with the payments, the respondent, having no other option, proceeded to issue a notice for termination of the allotment of the complainant, vide letter dated 07.05.2018. That from a reference of the statement summary attached with the notice of termination issued by the respondent, it is clear that against total dues of Rs.58,66,770/-, the complainant had only paid a

booking amount of Rs.10,80,000/- over a period of 1 year, which were otherwise, to be paid within 180 days.

- XI. That the complainant submitted a cheque of a part payment of Rs.10,80,000/- and the respondent put the notice of termination dated 07.05.2018 on hold. The respondent was under a bonafide impression that since the complainant has made some part payment, he will clear the balance dues and honor his payment commitments. However, it needs to be highlighted that even the said cheque could not be honoured and the complainant remained in default.
- XII. That subsequently, upon achieving the next milestone, the respondent raised its next demand vide demand letter dated 21.01.2019. It is relevant to submit that after completion of development works, the respondent vide letter of intimation of possession dated 21.01.2019, intimated the complainant to complete the formalities by making all payments and take the handover of the plot. However, the complainant neither cleared the dues nor came forward to complete the formalities.
- XIII. That the respondent had already shared the buyer's agreement to the complainant in 2018 for execution, however, the complainant withheld the process of execution, to incorporate unnecessary changes. The complainant for delaying the process of payments, withheld the entire process for execution of the buyer's agreement. An email dated 21.02.2022 sent by the complainant, thereby acknowledging the receipt of the buyer's agreement drafts. The said email clearly shows that the complainant always had the copy of the buyer's agreement and therefore, was pressing for making unnecessary changes are refused to execute the buyer's agreement. In fact, the falsity of the case of the complainant is writ large from the fact that the complainant has intentionally withheld this

particular e-mail dated 21.02.2022 and did not place the same on record. However, till the date of termination, neither did the complainant execute the buyer's agreement, nor did he ever clear the outstanding dues. What is more surprising is the fact that the alleged emails of the complainant pertain to the year Dec 2020 or 2021. For the sake of argument, it is submitted that, if there was any genuineness to the grievance of the complainant, then why was he sleeping on the execution of the agreement for sale from 2017 till end of 2020.

XIV. That having lost all hope from the complainant, the respondent was left with no other option but to terminate the allotment of the complainant. The respondent firstly issued a notice of termination dated 03.02.2022 to the complainant. Accordingly, the respondent proceeded to issue a letter of cancellation of allotment dated 22.02.2022 to the complainant, whereby it was clearly intimated to the complainant that his allotment stood terminated. The respondent, vide said letter, called upon the complainant to pay the delayed payment interest to the respondent, which amount including forfeiture of earnest money and GST is Rs.77,82,544/- . The respondent is entitled to the said amounts as the respondent was neither allowed to reap the financial returns against the plot due to the default in payments by the complainant for over 5 years, nor the respondent was able to sell it till such time.

XV. That upon the cancellation of the allotment, the respondent company, since then has allotted the unit to one Sandeep Kumar subsequent to the termination.

XVI. The present complaint is nothing but an afterthought, to agitate untenable issues and frivolous grievances, by way of forum shopping. It is

submitted that there is neither any bonafide, nor any balance of convenience in favour of the complainant.

XVII. That the complainant is not "Allottee" but is investor who has booked the unit in question as a speculative investment in order to earn income/profit from its resale. The unit in question was been booked by the complainant as a speculative investment and not for the purpose of self-use. Therefore, no equity lies in favour of the complainant.

#### **E. Jurisdiction of the Authority:**

7. 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, 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)(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;*

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 objections raised by the respondent:**

**F.I Objection regarding the complaint barred by Limitation Act, 1963.**

11. Another contention of the respondent is that the complaint is barred by limitation as the unit was cancelled on 22.02.2022 and the complainant has filed the present complaint on 10.02.2025 i.e., before the lapse of 3 years from the date on which cause of action arose. Moreover, in view of Covid-19, Hon'ble Apex Court vide order dated 10.01.2022 in suo-moto W.P. (C) No. 3 of 2020 has declared period from 15.03.2020 to 28.02.2022 as zero period. Further, as per the scheme of calculating the remaining limitation as provided in the order of Hon'ble Supreme Court, the present complaint which was filed on 10.02.2025 is well within the limitation. Thus, the contention of promoter that the complaint is time barred by proviso of Limitation Act stands rejected.

**F.II Objection regarding the complainant being investor.**

12. The respondent took a stand that the complainant is investor and not consumer and therefore, he is not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the documents placed on record, it is revealed that the complainant is

buyer and he has paid a total price of Rs.10,80,000/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

13. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant is allottee as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

**G. Findings on the relief sought by the complainant:**

**G.I** Declare the cancellation letter dated 22.02.2022 and all the actions, proceedings, etc. emanating therefrom, therein and thereunder as totally unlawful, illegal, against the provisions of the Act of 2016 and against the principles of natural justice.

14. In the present complaint, the complainant unit of the complainant was allotted a plot to construct a clinic vide allotment letter 26.04.2017. Though no buyer's agreement has been executed till date but the complainant has paid an amount of Rs.10,80,000/- against the sale consideration of Rs.1,07,99,100/- which is 10% of the sale consideration.

15. The counsel for the respondent vide proceedings of the day dated 16.12.2025 stated that the unit of the complainant was cancelled on account of non-

payment. He further stated that the respondent has issued several demand letters and reminder letters to the complainant for payment of outstanding dues. Thereafter, a final opportunity was given to the complainant on 03.02.2022 to pay the outstanding dues of Rs.1,62,91,204/- but the complainant did not pay the same, following which the unit has been cancelled finally on 22.02.2022.

16. The counsel for the complainant vide proceedings of the day dated 16.12.2025 mentioned that the complainant has not received any of the demand or reminder letters from the respondent for payment of outstanding amount due to change of his address from Gurugram to New Delhi. Now, the question arises before the Authority is that the cancellation letter dated 22.02.2022 is valid or not?

17. The Authority has gone through the documents placed on record, the complainant has opted for an instalment linked payment plan and as per the opted payment plan the complainant has to pay 10% at the time of booking, other 10% of the sale consideration within 60 days from the date of booking, 15% within 180 days of booking, 15% within 9 months of booking, 30% on receipt of zoning and remaining 20% on offer of possession. The allotment letter of the unit was issued on 26.04.2017, accordingly 50% of the sale of the sale consideration was to be paid by 26.02.2018 but the complainant has paid 10% of the sale consideration as booking amount only on 26.04.2017 till date which clearly depicts that the complainant has failed to abide the terms and conditions of the opted payment plan. The respondent has issued various reminders dated 07.05.2018, 21.01.2019 and 03.02.2022 before finally terminating the unit on 22.02.2022 due to non-payment of outstanding dues. Thus, the cancellation letter dated 22.02.2022 is valid. The relief sought in the present complaint is not maintainable but the same doesn't shed off the

liability of the respondent to refund the paid-up amount by the complainant after necessary deductions as per the provisions of the Act of 2016.

18. As no buyer's agreement was executed between the parties, thus, there is no clause of deduction of earnest money but the issue with regard to deduction of earnest money on cancellation of a contract arose in cases of ***Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, and wherein it was held that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Indian Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage. National Consumer disputes Redressal Commissions in CC/435/2019 ***Ramesh Malhotra VS. Emaar MGF Land Limited*** (decided on 29.06.2020) and ***Mr. Saurav Sanyal VS. M/s IREO Private Limited*** (decided on 12.04.2022) and followed in CC/2766/2017 in case titled as ***Jayant Singh and Anr. VS. M3M India Private Limited decided on 26.07.2022***, held that 10% of basic sale price is a reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing as under:

***"5. Amount Of Earnest Money***

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the*

*buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

19. Keeping in view the aforesaid factual and legal provisions, the respondent can retain the amount paid by the complainant against the allotted unit as it is both the earnest money and 10% of the consideration amount. So, the same was liable to be forfeited as per Haryana Real Estate Regulatory Authority Regulation 11(5). However, the amount paid by the complainant i.e., Rs.10,80,000/- constitutes only 10% of sale consideration of Rs.1,07,99,100/- while amount up to 10% can be forfeited. Thus, no direction to this effect.

**G.II** Direct the respondent to execute and register the agreement for sale for the aforesaid plot/unit bearing no. 21A, N-21 admeasuring 332.284 sq. yard in the project namely "Vatika India Next" situated at Sector-82,83,84,85 Gurugram, Haryana for a total sale consideration of Rs.1,07,99,100/- immediately without any further delay or excuse.

**G.III** Direct the respondent to receive the balance sale consideration only after execution and registration of agreement for sale in favour of the complainant and restore the ownership of the complainant.

20. As the Authority is allowing the refund of the paid-up amount along with interest as mentioned in para 19, all above sought relief by the complainant becomes redundant.

**G.IV** Direct the respondent to supply to the complainant true/certified copies of all the relevant documents, permissions, approvals, sanctions, certificates, licenses, etc. obtained by the respondent which are related and connected to the above said unit/plot.

21. Section 19(1) and 19(2) of the Act of 2016, the allottee is entitled to obtain the information relating to sanctioned plans, layout plans along with specifications, stag-wise time schedule of completion of the project, including the provisions of water, sanitation, electricity and other amenities and services as agreed between the promoter and the allottee in accordance with the agreed terms and conditions of the agreement for sale.

22. In view of the above-stated facts, the respondent is directed to provide certified copies of all relevant documents, permissions, approvals, sanctions, licenses etc. which are related to the unit of the complainant.

**G.V Cancel the RERA registration, licenses granted to the respondent immediately.**

**G.VI Punish the respondent under section 63 for not compliance of the provision of the Act of 2016.**

23. The above-sought reliefs by the complainant is taken together being interconnected.

24. The complainant has not clearly identified the violations of the Act, 2016, and its rules by the respondent. Neither it is mentioned in the facts of the complaint nor pressed before the Authority during the proceedings of the day. Without specific details about the alleged violations, there is no basis for the relief sought. Thus, no direction to this effect.

25. Hence, in view of the findings recorded by the authority on the aforesaid issues, no case of refund of the paid-up amount with interest is made out. Hence, the complaint is liable to be dismissed and as such is rejected.

26. Complaint stands disposed of.

27. File be consigned to registry.



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|---|--|---------------------------------|
| <b>(Phool Singh Saini)</b><br>Member                  |  | <b>(Arun Kumar)</b><br>Chairman |
| Haryana Real Estate Regulatory Authority,<br>Gurugram |  |                                 |
| <b>Dated: 27.01.2026</b>                              |  |                                 |