

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

Date of filing of complaint: 06.08.2024

Date of decision: 23.12.2025

1. Maya Sharma

2. Anuj Sharma

Both R/o:- EWS- 305/B, Barra-7, Kanpur City,
Kanpur Nagar, Uttar Pradesh

Complainants

Versus

M/s Aster Infrahome Private Limited

Regd. Office at: Unit No.21- 22, Ground Floor,
Vipul Agora, Mehrauli Gurgaon Road
Gurugram, Haryana-122001

Respondent

CORAM:

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Shri Gaurav Mehta (Advocate)

Shri Shankar Wig (Advocate)

**Complainants
Respondent**

ORDER

1. This 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 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	"Green Court", Sector-90, Gurugram, Haryana.
2.	Project type	Affordable group housing
3.	Area of project	10.0125 acres
4.	RERA registered	Registered 137 of 2017 dated 28.08.2018
5.	Date of allotment letter	19.08.2015 [By way of draw as mentioned by the respondent that application at page 1 of the additional documents dated 14.10.2025]
6.	Date of execution of BBA	25.08.2021 [Page 6 of additional documents filed by the respondent dated 14.10.2025]
7.	Unit no.	I-805, 8 th Floor, Tower-I [Page 16 of additional documents filed by the respondent dated 14.10.2025]
8.	Area admeasuring	526 sq. ft. [Page 16 of additional documents filed by the respondent dated 14.10.2025]
9.	Possession clause as per BBA	9. POSSESSION OF THE SAID FLAT 9.1 Schedule for possession of the said flat- Developer agrees and understands that timely offer of possession of the said Flat to the Allottee as per Clause 9.5 below and handing over the Common Areas to the Association of Allottees or Governmental Authority, as the case may be, after duly obtaining the occupation certificate/ completion certificate, as the case may be, for the entire Project from the Governmental Authority, is essence of the Agreement.



		[Page 24 of additional documents filed by the respondent dated 14.10.2025]
10.	Possession clause as per Affordable Housing Policy, 2013	1 (iv) <i>All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.</i>
11.	Building plan approvals	22.01.2016 [As per complaint no. 3244 of 2021 titled as Deep Chand Vs Aster Infrahome Private Limited]
12.	Environment clearance dated	22.01.2016 [As per complaint no. 5406 of 2022 titled as Rajeshwari Devi Vs Aster Infrahome Private Limited]
13.	Due date of possession	22.01.2020 [As per Affordable Housing Policy, the due date is calculated 4 years from the date of obtaining environment clearance]
14.	Sale consideration	Rs. 28,85,386/- [As per document placed on record by the respondent vide proceedings dated 28.08.2025]
15.	Amount paid by the complainants	Rs. 19,72,732/- [As per SOA placed on record by the respondent vide proceedings dated 28.08.2025]
16.	Reminder/ Demand letters dated	11.08.2021, 22.06.2023, 04.07.2023, 22.11.2023
17.	Newspaper Publication	20.07.2023 [Page 10 of reply]
18.	Termination Letter	22.08.2023 [Page 112 of complaint]
19.	Request for refund by the complainant	22.02.2024 [Page 116 of complaint]
20.	Occupation certificate	17.11.2022

		[Page 47 of additional documents filed by the respondent dated 14.10.2025]
21.	Offer of possession	24.11.2022 [As per document placed on record by the respondent vide proceedings dated 28.08.2025]

B. Facts of the complaint

3. The complainant has made the following submissions: -

- i. The complainants came across a brochure in month of July 2021 of the respondent no.1 regarding the project 'Green Court' and, showed their interest in the same and was approached by the representatives/agents namely Rohit Jha of respondent/developer for the purpose of booking/sale of a flat in the said project.
- ii. The respondent/developer while offering to sell the flat/unit, made tall and huge claims about their reputation and experience in the field of construction and lured the complainants by citing stories of success of their various projects pan India. That the respondent/developer with the motive of having him to confirm the booking of the flat in the said project, assured good quality construction and timely possession of the flat and further assured that the possession of the flat shall be handed over in not more than 48 months from the date of booking said flat. That the respondent proposed the booking of amount of said flat and total consideration amount was Rs. 21,10,920/-.
- iii. The agent (Rohit Jha) of the respondent approached the complainants and arranged a meeting with associate / employee Mr. Rajender Dahiya of the respondent who projected that the respondent has a big name in the real estate industry for delivering a huge and lavish projects and made big promises to the

complainants regarding the project: Green Court. That the agent Rohit Jha and associate/employee Rajinder Dahiya showed two flats at the sight of project Green Court to the complainants first flat of same size on 8th floor and second flat on the 13th floor and the complainants liked a flat on 8th floor in the same building. Whereas the agent Rohit Jha mischievously told the complainants that if they wish to purchase the flat then they have to pay Rs. 8,65,000/- as down payment for the flat the complainants fell for the assurance of the respondent no.1 and has paid Rs. Rs. 6,00,000/- to the agent Rohit Jha via RTGS complainants and on 12.07.2021 the complainants made payment of Rs. 50,000 via Phone pay and Rs. 2,15,000/- via SBI Cheque no. 73113 dated 15.07.2021 as a booking amount in the account of Aster Infrahome Private Limited.

- iv. That soon after the advancing the booking amount the complainants started searching for a bank/NBFC who can give them the home loan to pay the rest of the amount to the respondent. That a non-banking financial Institution working under the name & style of M/s Piramal Finance who deals in advancing loan facility to its clients. That the respondent introduced the complainants with the Piramal Finance company (hereinafter known as NBFC) and on the assurance of the respondent the complainants availed home loan facility of Piramal Finance company and same was then reduced into a home loan agreement between the NBFC and the complainant.
- v. Thereafter the NBFC sanctioned the above said home loan of Rs.18,65,000/- on 24/12/2021 with loan agreement no. M0038460, customer CIF Id no. 214388 thereby creating the charge by way of mortgage against the property bearing no. unit no. 1-0805, category -III, Green Court, Sector-90, Haryana and out of which the respondent no.2 disbursed the amount of Rs. 16,86,014/- (in the

ICICI Bank A/c no. 777705227001 of the respondent however the respondent after receiving the aforementioned total consideration amount the Respondent have miserably failed to handover physical peaceful possession of the above-mentioned property to the complainant.

- vi. The respondent was in connivance with Piramal Finance company since the beginning of the present deal of aforesaid property. That an executive Rajender Dahiya of the respondent has arranged a meeting of the complainants with the executive of the Piramal Finance company. The complainants trusted the respondent whereas the respondent mischievously trapped the complainants to get the home loan from the NBFC and thereafter the NBFC acknowledged and agreed to sanction the home loan amount around Rs.18,92,514/- against the aforesaid property. The NBFC sanctioned the above said loan against the security of property and deposited below mentioned title deeds.
- Original Allotment letter
 - Original payment receipt
 - Original builder buyer agreement
 - Original demand letter
 - Original Tripartite Agreement
 - Original permission letter to Mortgage
- vii. The complainants do not have copy above said title deeds as all the documents are under the possession of the NBFC since the sanction of loan amount. That in the month of August 2023 suddenly the respondent company cancelled the allotment of the complainant without any explanation or just reason and same was communicated via phone call to the complainants.
- viii. Even though the complainants have paid way more than the base selling price to the respondent as and when demanded for the above

said property and instead of handing over the physical possession to the complainants the respondent raised another illegal demand of Rs.9,12,655/- and Rs. 2,81,645/-for the process of possession and conveyance deed in the favour of the complainants and same also included huge amount of interest charges on 22.06.2023.

- ix. The complainants reside in a rented accommodation at Gurugram whose address is mentioned in loan agreement and the respondent despite having the complete address information of the complainants deliberately and intentionally didn't make any communication on his present address and sent the two final reminder at his native place residence on 22.06.2023 and 04.07.2023 respectively and cancelled the complainant's allotment of aforementioned property without any proper communication. And thereafter on 22/08/2023 the respondent cancelled the allotment of the said property by making a public notice in two Newspapers Danik Bhaskar and the Tribune on 20/07/2023.
- x. The complainant before filing the present complaint visited the office of the respondent where the respondent showed a third reminder letter dated 22.11.2023 sent on the address of the complainant through which again they demanded Rs.9,69,567/- from the complainants.
- xi. Aggrieved from the unprofessional and careless attitude of respondent, the complainants approached Mr. Rajender Dhaiya and sought an explanation on cancellation of his allotment and requested him to refund of the amount paid to respondent along with interest and gave a detailed account of the amount due and payable by NBFC on account of cancellation of booking and for refund to complainants to which the official of respondent assured a positive response upon taking instruction from higher authorities.

- xii. That for seeking refund from the respondent the complainants gave written communication by way of a request letter dated 02.02.2024 and submitted to the executive on the same day and the executive Mr. Rajender Dahiya assured the complainants that his complete paid amount will be refunded back within a week if he submits the payment slips of Rs. 2,15,400/- to the NBFC and the complainants again fell for assurances of Mr. Rajender Dahiya & did the same as he guided the complainants whereas till date no refund of amount has been received by the complainants.
- xiii. The complainants have already paid the respondent way more than the consideration amount against the aforementioned property but the respondent in return did not gave the possession of the booked unit rather raised unreasonable and illegal demands to harass and hound the complainants.
- xiv. The complainants are paying his EMI's of Rs. 21,606/- every month to the NBFC since the date of sanction and disbursal of the aforesaid home loan. That the complainants have paid Rs. 5,42,163/- by way of more than 29 EMIs of the aforesaid amount to the NBFC. After analysing above said facts and circumstances it is clear that the respondent with the connivance of the NBFC has trapped the complainants to cheat and fraud with the complainant.
- xv. Upon making a number of representations and visits to the office of the respondent and after running from pillar to post seeking refund along with interest of the amount paid by the complainants to the respondent, the respondent paid no heed towards the grievance of the complainants and for no good reason are utilizing the funds of the complainants for their personal gains and benefits causing wrongful loss to the complainants. Even today, despite expiry of the 48 months from the date of signing of builder buyer agreement,

Tripartite Agreement, and Loan agreement, respondent has cancelled the allotment of the said flat and sold the same unit to someone else on a higher price. Needless to say, from the aforesaid conduct, it is crystal clear that the intentions of respondent were malafide from the very beginning and the respondent had intentionally and mischievously trapped the complainants into the loan against the property and now the complainants are trapped to comply with the payments of the loan against the property which is sold to someone else by the respondent.

- xvi. From the aforementioned conduct, respondent are guilty of providing deficient services to the complainants firstly on account of deliberately and intentionally making false representations to obtain the consideration amount of the said flat and thereafter forcefully having to made the complainants enter into an agreement on one-sided, biased and unacceptable terms and conditions, and also on account of causing inordinate delay in delivery of booked unit and offering the possession of the flat and finally on account of raising illegal demand of amount Rs. 9,12,655/- along with interest of Rs. 2,81,645.94 on account to the respondent in the absence of it they cancelled the booking by the complainants and having made the complainants to run from pillar to post to seek refund of his own hard-earned money.
- xvii. Even after repeated representation and request for refund and repeated follow ups with the official of respondent and NBFC the respondent have miserably, for no good reason, have failed to refund the hard earned money of the complainants along with interest and have cheated complainants and are making illegal profits and benefits by wrongfully retaining the hard earned money of complainants and utilizing the same for make illegal personal gain

causing wrongful loss to complainants and due to the said action, the complainants has faced extreme hardship , harassment and mental trauma as well as financial loss.

- xviii. The complainants has been running from pillar to post in order to resolve the problems with the respondent but despite all efforts of the complainant, respondent have not paid any heed towards the requests of the complainant. Finally, the complainants approached his counsel and narrated all the acts and deeds of the respondent and on instruction and discussion with the complainants his counsel served the respondent with a legal notice on dated 10.05.2024 seeking refund along with interest however the respondent pay no heed to the same.
- xix. The complainants are entitled to receive the aforesaid amount of Rs. 26,00,000/- approximately paid by complainants against bearing no. unit no. 1-0805, category -III, Green Court, Sector-90, Haryana respectively along with pendente lite interest @ 24% p.a. from the date of payment of each respective amount to till date, along with sum of Rs. 5,00,000/- as a consolidated amount conservatively quantified on account for mental torture and agony suffered by the complainants as well as the interest and other penalties paid by the complainants to the respondent due on the illegal and unauthorized disbursement of loan amount by the NBFC. The complainants are also entitled to receive cost of legal expenses along with future interest from the respondent till the realization of the same.
- xx. The cause of action for filing the present complaint arose in favor of the complainants and against the respondent when the flat in question was booked on 20.07.2021, and thereafter the complainants made payments approximately Rs.8,65,000/- via RTGS, Phone pay, and SBI Cheque to the respondent. It further arose

in favor of complainants when the respondent executed the builder buyer agreement with the complainant, the tripartite agreement with the complainant and the respondent and when the complainants signed the loan agreement with NBFC introduced by the respondent. The cause of action again arose when the respondent failed to deliver the possession of the booked unit. The cause of action also arose on 20.07.2023 when the respondent illegally cancelled the allotment of the said unit via public notice in the newspaper the cause of action again arose when the complainants sought refund along with interest and the complainants made oral as well as written requests to the respondent for refund. The cause of action lastly arose when the complainants gave a request letter to refund the entire amount on dated 02.02.2024, however, the respondent failed to abide by the terms of the said builder buyer agreement thereby outrightly denying the same till date. That as such the cause of action is still continuing and subsistent.

C. Relief sought by the complainant:

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

- i. Direct the respondent to refund the amount 26,00,000/- with pendente lite interest @ 24% p.a. from the date of payment of each respective amount/instalment till date. Further, the calculation shall be done on the total amount paid at the above-mentioned interest rate till the date of order pendente lite.
- ii. Direct the respondent to pay a sum of Rs. 5,00,000/- as a consolidated amount conservatively quantified on account for mental torture and agony suffered by the complainants as well as the interest and other penalties paid by the complainants to Piramal

capital & housing finance limited due on the illegal and unauthorized disbursement/ extraction of loan amount by the respondent.

- iii. Direct the respondent to pay cost of legal expenses of Rs. 2,00,000/- along with future interest from the respondent on the amount claimed along with interest till the realization of the same.
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 has contested the complaint on following grounds:
 - i. The present complaint filed by the Complainant is false, frivolous, baseless and not disclosing any cause of action in favour of the complainant. The same is neither maintainable nor tenable in the eyes of the law and the complaint is liable to be dismissed at the outset.
 - ii. The complainant has filed the present complaint with respect to the unit bearing no. I-0805, Tower-I, 8th floor in the project name "GREEN COURT", located at Sector-90, Village-Hayatpur, Gurugram of the respondent company. That the complainant applied for the allotment of a Flat in the Respondent's project "Green Court" (hereinafter "Project"). Thereafter, a draw of lots was conducted on 19.08.2015 and the application of the complainant was successful in the said draw application. Therefore, the respondent informed the complainant about the success of the draw, and invited him to execute and register the flat buyer agreement.

- iii. The present complaint was filed by the complainant on 19/07/2024 and the same was filed with the malafide intention and to abuse the process of law and to harass the respondent. The occupation certificate of the said project was received in the year 2022, and the offer of possession was also made to the complainant on 24/11/2024.
- iv. The total sale consideration of the above-mentioned unit was Rs. 28,85,386/- out of which an amount of Rs. 19,72,732/- has been paid by the complainant. However, a balance of Rs. 9,12,654/- has been defaulted by the complainant.
- v. The unit allotted to the complainant is under the Affordable Housing Policy, and the same grants a right to builder to cancel the unit in case of default in the payment. This non-compliance resulted in a breach of contract, leaving the respondent with no option but to cancel the allotment under clause 5 of the Affordable Housing Policy, 2013. That the clause 5 (i) of the Affordable Housing Policy, 2013.
- vi. The Affordable Housing Policy mandates that payment obligations must be fulfilled within a stipulated timeline. Clause 5 specifically allows developers to cancel an allotment if payments are not received within 15 days of the due date. The policy emphasizes strict adherence to the payment schedule to ensure smooth project execution.
- vii. Various reminders were sent to the complainant to make the due payment. However, the same was never paid by the complainant. Due to the non-payment of the pending dues of the unit of the complainant was cancelled wide cancellation letter dated 24/08/2023.

- viii. In the following sequence the reminder letters and cancellation letter were issued to the complainant for the payment of the balance sale consideration:

Sr. No.	Particulars	Reference No.	Dated
1.	Reminder Letter	24189	12/06/2023
2.	Final Reminder	24284	22/06/2023
3.	Final Reminder	24379	04/07/2023
4.	Newspaper Advertisement	-	20/07/2023
5.	Cancellation Letter	24449	22/08/2023

- ix. Subsequently, even after sending the reminder letters there was no communication made or any payment was made by the complainant, so, the respondent cancelled the unit no. I-0805, Tower-I, 8th Floor in the project name "Green Court", located at Sector-90, Village-Hayatpur, Gurugram vide dated 22/08/2023.
- x. As the unit has already been legally cancelled as per the provisions of the Haryana affordable housing policy on 22/08/2023. That the respondent company on several occasions have requested the complainant to collect the amount for refund after the deduction as per the provisions of the affordable housing policy. However, to the shock and dismay of the respondent, the complainant has refused to collect the same and seek for a refund which is even more than the amount paid by the complainant.
- xi. The complainant under the garb of the RERA code cannot take the advantage of own wrong and cannot seek refund of the amount which has not even been paid by the complainant.
- xii. The respondent company is willing to refund the amount of Rs.16,95,881/- after the deductions of the amount which are prescribed under the policy.
- xiii. That flat bearing no. i-0805 that is the subject-matter of complaint and allotted to the complainant has already been cancelled due to

the non-payment of consideration amount due as of Rs.9,12,655/-
Therefore, it is clearly the fault of the complainant and respondent cannot be made liable for the default of the complainant.

- xiv. The cancellation is valid and is in accordance to the law. That reminders were issued to the complainant and there after a cancellation was published in newspaper, further a cancellation notice was also sent to the complainant.
- xv. It is categorically submitted that the present complaint is nothing but pressure tactics to accrete money as the allotted unit stands cancelled and due to intentional default in making payments despised repeated reminders.

- 7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

- 8. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

- 9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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

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

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainant.

F.1 Direct the respondent to refund the amount 26,00,000/- with pendente lite interest @ 24% p.a. from the date of payment of each respective amount/instalment till date. Further, the calculation shall be done one the total amount paid at the above-mentioned interest rate till the date of order pendente lite.

12. The complainant booked a unit in the project of respondent "Green Court", in Sector 90, Gurugram in 2020 and the complainant started paying the amount due against the sale consideration of Rs.28,85,386/- and paid a total sum of Rs.19,72,732/-. The respondent has obtained occupation certificate of the unit in the year 2022 and subsequently, the possession was offered on 24.11.2022.
13. From the documents placed on record, it is evident that the respondent issued pre-cancellation /reminder/demand notices dated 22.06.2023,

04.07.2023 and 22.11.2023, followed by a termination letter dated 22.08.2023. However, as per the provisions of the Affordable Housing Policy, the respondent was mandatorily required to issue a termination letter only after the expiry of 15 days from the date of publication of a notice in a local newspaper.

14. In the present case, the respondent terminated the unit of the complainant on 22.08.2023, whereas the publication in the local newspaper was made on 20.07.2023. The respondent has issued various reminder cum demand letters to the complainant and requested to pay the outstanding dues but the complainant has failed to pay the same. Due to non-payment of the outstanding dues, the respondent has cancelled the unit.
15. The respondent submitted that the complainant is a defaulter and has failed to make payment as per the agreed payment plan. Various reminders and final opportunities were given to the complainant and thereafter the unit was cancelled vide letter dated 22.08.2023. Accordingly, the complainants failed to abide by the terms of the agreement to sell executed inter-se parties by defaulting in making payments in a time bound manner as per payment schedule.
16. 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 instalments 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 instalments 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.

17. Now, the question before the authority is whether this cancellation is valid or not?

As per section 19(6) & 19(7) of Act of 2016, the allottee is under obligation to make payments towards consideration of allotted unit. The respondent after giving reminders dated 22.06.2023, 04.07.2023 and 22.11.2023 for making payment for outstanding dues as per payment plan. Despite issuance of aforesaid numerous reminders, the complainant has failed to take possession and clearing the outstanding dues. Thereafter, the respondent issued public notice in the local newspaper dated 20.07.2023. The respondent has given sufficient opportunity to the complainant before proceeding with termination of allotted unit.

18. Since the mandatory requirement of prior publication dated 20.07.2023 and the lapse of the stipulated period of fifteen days were duly complied with, the termination effected on 22.08.2023 is in accordance with the terms and conditions of the Affordable Housing Policy. Accordingly, the cancellation dated 22.09.2023 is held to be valid and warrants no interference by this Authority.

19. The complainant intends to withdraw from the project and is seeking return of the amount paid by her in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Section. 18(1) of the Act is reproduced below for ready reference. The complainant intends to withdraw from the project and is seeking return of the amount paid in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Section 18(1) of the Act 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)

20. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund of the paid -up at prescribed rate of interest as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

21. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as

on date i.e., 23.12.2025 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

23. The Authority is of the view that 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. Thus, the Authority is of the view that the complainant, under Section 18(1)(b) read with Section 19(4) of the Act of 2016 is entitled to claim the refund of paid-up amount of Rs.19,72,732/- received by the respondent against the unit along with interest at the rate of 10.80% p.a. as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of termination (22.08.2023) till actual realization of the amount.

G.II Direct the respondent to pay a sum of Rs. 5,00,000/- as a consolidated amount conservatively quantified on account for mental torture and agony suffered by the complainants as well as the interest and other penalties paid by the complainants to Piramal capital & housing finance limited due on the illegal and unauthorized disbursement/ extraction of loan amount by the respondent.

G.III Direct the respondent to pay cost of legal expenses of Rs. 2,00,000/- along with future interest from the respondent on the amount claimed along with interest till the realization of the same.

24. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.
25. The complainant is seeking above mentioned 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. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense shall be

adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

H. Directions of the Authority

26. 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 to refund the amount paid-up amount of Rs.19,72,732/- 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, received by it from the complainant along with interest at the rate of 10.80% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of termination (22.08.2023) till actual date of refund of the deposited amount.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

27. Complaint stands disposed of.

28. File be consigned to registry.


(Phool Singh Saini)
Member
(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.12.2025