

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

**Complaint no. :** 265 of 2025  
**Date of decision:** 09.01.2026

Preeti Sharma  
**R/O:** house no. 7, 2<sup>nd</sup> floor, Street No. 9,  
Block- G, Vatika India Next Sector-82, Gurugram

**Complainant**

Versus

1.M/s GLS Infraprojects Pvt. Ltd.  
**Regd. office:** 707, 7<sup>th</sup> floor, JMD Pacific  
Square, Sector-15, Part-II  
2.IIFL Home Finance Ltd.  
**Regd. Office:** Plot no. 98, Udhog Vihar,  
Phase-IV, Gurugram

**Respondents**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Animesh Goyal (Advocate)

Complainant

Sh. Harshit Batra (Advocate)

Respondents

**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 allottee as per the agreement for sale executed inter se.

**A. Unit and project related details**

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

S. No.	Particulars	Details
1.	Name and location of the project	"Avenue 86", Sector 86, Gurugram
2.	Nature	Affordable group housing
3.	Project area	acres
4.	DTCP License	35 of 2021 dated 12.07.2021 valid upto 11.07.2026
5.	RERA registered/ not registered	<b>Registered</b> 66 of 2021 dated 19.10.2021 valid upto 11.07.2026
6.	Allotment Letter	28.01.2022 (As per page from 28 of the complaint)
7.	Unit no.	T4-507,5 <sup>th</sup> floor, tower 4 (As per BBA on page 72 of complaint)
8.	Unit area admeasuring (carpet area)	463.49 sq. ft. (As per page 28 of complaint)
9.	Date of execution of buyer's agreement	01.03.2022 (As per BBA on page 37 of complaint)
10.	Possession Clause	<b>7.1</b> <i>Subject to the grant of occupation certificate by the competent governmental authority and other situations beyond the reasonable control of the Company including force majeure conditions or any judicial/ quasi-judicial/ administrative orders/directions or administrative acts or omissions or administrative delays and subject to the Allottee performing all of his/her obligations under the terms of the Application and this Agreement, the</i>

		<p><i>Company shall endeavour to handover the possession of the Apartment within a period of 4 (four) years from the date of grant of sanction of building plans for the Project or the date of receipt of all the environmental clearances necessary for the completion of the construction and development of the Project, whichever is later. Company shall be entitled to extension of time for any delay caused on account of any of the aforesaid reasons and no action shall lie against the Company or any of its directors, employees, shareholders or affiliates on this account. For the avoidance of doubt, force majeure conditions shall include acts of God, terrorism, shortage of energy, labor, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labor union, change of law, any order or direction from any court, tribunal or authority or any administrative acts or omissions or administrative delays, etc.</i></p>
11.	Date of sanction of building plans	20.09.2021
12.	Date of receipt of environment clearance	29.12.2021
13.	Due date of possession	29.12.2025 [Calculated from the date of the receipt of environment clearance being later]
14.	Total sale consideration	Rs.20,54,238/- (as per customer ledger on page 77 of complaint)
15.	Amount paid by the complainant	Rs.17,17,231/- (as per customer ledger on page 77 of complaint)

16.	Sanctioned loan amount	Rs. 14,66,583/- (page on 79 of complaint)
17.	Disbursed loan amount	Rs. 12,86,839/- (page 79 of complaint)
18.	Reminder letters	02.03.2022, 18.03.2022, 16.07.2022, 02.08.2022, 30.11.2022, 15.12.2022, 16.03.2023, 05.06.2023, 22.06.2023. (page 55-65 of reply)
19.	Newspaper publication	10.07.2023 (page 67 of reply)
20.	Cancellation Letter	09.10.2024 (Page 84 of complaint)
21.	Allotment letter in name of 3 <sup>rd</sup> party	26.12.2024 (page 72 of reply)
22.	Occupation certificate	N/A
23.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -
- i. In the year 2022, the respondent advertised its proposed project called 'Avenue 86', in Sector-86, Gurugram, Haryana, wherein the Respondent specifically stated that the construction quality of the respondent is very good.
  - ii. That after the e-auction the complainant was successful in getting her name in the list of the allottees. After that respondent also send the allotment letter dated 28.01.2022 to the complainant regarding allotment of residential apartment Unit No. T4-507, 5<sup>th</sup> Floor, Tower-5, Avenue 86, Gurugram admeasuring 463.494 sq. ft. (Carpet Area) in favour of complainant and also demanded the amount of Rs.4,10,752/- from the complainant.
  - iii. That after receiving the demand the complainant paid a sum of Rs.97,333/- on 30.01.2022 immediately and gave two cheques to the respondent, but due to internal policy of the respondent they told the

- complainant that we do not accept the cheques and after that the complainant transferred the amount via RTGS in the account of the respondent on 25.02.2022 and 26.02.2022 of Rs.3,30,000/- and Rs.70,000/- respectively.
- iv. That after sometime respondent no.1 approached the complainant along with her husband to execute and register the apartment buyer agreement and got the said agreement registered vide vasika number 11788 dated 08/03/2022.
- v. That after sometime the complainant also paid the amount of Rs.17,000/- to the respondent as demanded by the officials of the respondent.
- vi. That after submission of aforesaid amount to the respondent by the complainant of Rs.6,17,021/-, the complainant visited the office of the respondent No.2 for disbursement of loan regarding the unit purchased by the complainant from the respondent No.1. The respondent No.2 checks the eligibility of the husband of the complainant and also agreed for disbursement of the loan to the respondent No.1 on the instructions and on behalf of the complainant and her husband to the respondent No.1. The respondent No.2 after verify all the details of the project, unit and profile of the husband of the complainant and complainant, the respondent No.2 sanctioned a loan of Rs.14,66,583/- in favour of complainant.
- vii. That the loan conditions are that as and when demand has been raised by the respondent No.1 to the complainant regarding the payment of cost of the unit, the respondent No.2 shall directly disburse the demanded amount to the respondent No.1 directly.

- viii. That after sanctioning of loan the respondent No.1 raised the demand for payment of the cost of the unit; the respondent No.2 disbursed the same in the account of the respondent No.1 directly.
- ix. That on 14.06.2022 demand was raised by the respondent No.1 for an amount of Rs.2,56,721/- and amount was paid by the respondent No.2 directly to the respondent No.1 on 06.08.2022. On 28.10.2022 the demand was raised by the respondent No.1 for Rs.2,56,721/- and the same has been paid by the respondent No.2 on Rs.2,54,179/- on 27.12.2022. On 13.02.2023 demand was raised by the respondent No.1 and it was also paid by the respondent No.2. All demands are paid by the respondent No.2 on behalf of the complainant as was also acknowledged by the respondent No.1 and was also credited in the account of the complainant.
- x. That on 04.09.2023 the respondent No.1 has raised a demand of Rs.2,56,721/- and sent it to the complainant and after that the respondent No.2 disbursed the loan of Rs.1,86,182/-. The respondent No.2 has got disbursed the less amount to the respondent No.1 due to not completing the milestone of construction as demanded by the respondent No.1 in its demand send to the complainant. when the complainant visited the office of the respondent No.2, they told that according to the demand letter sent by the respondent No.1, the actual state of affairs is different, they have not yet reached the milestone of completion of 100% of super structure. After listening to these words from the respondent No.2, the complainant along with her husband approached the respondent No.1 stating that the amount sent by the respondent No.2 on behalf of the complainant is short due to non-completion of 100% Super structure. The respondent No.1 agrees on

- the same and told the complainant and her husband that you should not worry regarding the unit as it will be delivered very soon.
- xi. That as on the date the complainant had paid a substantial amount of money to the respondent No.1 by her own pocket and also by taking the loan from the respondent No.1. Till date the complainant has paid an amount of Rs.17,17,231/- to the respondent in respect of her unit allotted by the respondent No.1.
- xii. That in this regard the respondent No.2 has only disbursed the loan of Rs.12,02,898/- to the respondent No.1 which is clear from the account statement of the respondent no.2.
- xiii. That the husband of the complainant has been paying the EMI regularly to the respondent No.2 in lieu of loan taken by him along with her wife i.e. complainant in respect of unit allotted by the respondent No.1. The EMI has been deducted from the account of husband of the complainant i.e. Yes Bank Ltd. but to due to some technical reasons the husband of the complainant has closed his account. After closing the account, the husband of the complainant has demanded the link from the official of the respondent No.2 regarding the payment of pre-EMI that is due on 10<sup>th</sup> of every month. After getting the link from the official of the respondent No.2 the husband of the complainant paid the pre-EMI before the due date to the respondent No.2 from the bank account i.e. IDBI Bank.
- xiv. That the complainant and her husband is a simpleton salaried person and they are dependent on their salary. The Pre-EMI for months of August and September 2024, was not paid by the complainant husband on time because the salary of the husband of the complainant got delayed due to some reasons best known to the Hospital where he is working as coordinator however, when husband got the money he

- transferred the Pre-EMI to the respondent No.2 from the link shared by the official of the respondent No.2.
- xv. That on 01.10.2024 the son of the complainant got brain stroke at the age of 12 years due to which they had to operate the child immediately and they have been spending their whole life savings in the treatment of their only son.
- xvi. That due to this sudden stroke to the son of the complainant, the husband of the complainant was unable to make payment of the Pre-EMI of the October. The complainant got shocked and surprised to see the email of the respondent No.1 on 18.10.2024 regarding the cancellation issued by the respondent No.2 in favour of respondent No.1 and also they have marked the complainant and her husband in CC of the letter, but the aforesaid letter has not been received by the complainant and her husband, nor the email was sent by the respondent No.2 in this regard.
- xvii. That after receiving the aforesaid letter from the respondent No.1 which was sent by the respondent No.2, the complainant approached the officials of the respondents regarding cancellation letter and requested the respondents not to cancel the unit of the complainant as they are willing and planning to shift their permanent residence to the allotted unit as they are living in a rented premises. The respondent No.2 told the complainant that it will not cancel the allotment until you pay the pre-EMI. The husband of the complainant requested the respondent No.2 to give 15 days' time to pay the pre-EMI and the official of the respondent No.2 granted 15 days' time to make the payment to the respondent No.2. The complainant made payment on 30.10.2024 via link sent by the official of the respondent No.2.

- xviii. That after making payment the officials of the respondent No.2 assured that the cancellation is revoked and will intimate the respondent No.1 regarding the revocation of the cancellation letter dated 09.10.2024 which was sent by the respondent No.2.
- xix. That the complainant asked for the payment of the pre-EMI for the month of November 2024 stating the reason of financial loss which lead him unable to pay the pre-EMI on time. The complainant asked the officials of the respondent No.2 for payment of the pre-EMI via link, but the official of the respondent No.2 informed that the account is closed. The husband of the complainant and complainant got shocked and surprised by listening the aforesaid fact. The husband of the complainant asked the official of the respondent No.2 in what capacity you have closed the account to which he told the husband of the complainant that the respondent No.1 has paid the total loan amount disbursed by the respondent No.2 in favour of respondent No.1 in respect of the cancellation letter send by the respondent No.2 to the respondent No.1 and the complainant and her husband.
- xx. That the complainant feeling harassed by the respondents when the respondent No.2 assures that the cancellation has been revoked and after the revocation of the cancellation, they have closed the account of the husband of the complainant and the respondent No.1 has also paid the amount to the respondent No.2 in respect of cancellation received by the respondent No.1 from the respondent No.2.
- xxi. That the illegal acts of the respondent No.2 did not stop here and they have also been pressurizing the complainant and her husband to hand over the original documents to the respondent No.1.
- xxii. That it is imperative to mention here that no Such terms and conditions have been agreed between the parties that the cancellation of the unit

- shall be sent by the respondent No.2, the respondent No.2 shall only claim the interest amount on the bounced Pre-EMI, but the respondent No.2 in connivance with the respondent No.1 made payment of the deposited amount to the respondent No.2 without any notice and knowledge of the complainant.
- xxiii. That the complainant along with husband got to know these facts only in the first week of December and after that he and the complainant have been visiting the offices of the respondents to revoke the cancellation letter and accept the pre-EMI along with interest. However, to the dismay of the complainant and her husband the officials of the respondent are not listening to the complainant and her husband moreover, the respondents 1&2 are in connivance of each other.
- xxiv. That the said alleged cancellation of the unit by the respondents and their officials in collusion with each other, vide alleged letter dated 09.10.2024 is totally illegal, unauthorized, null, void and nullity in the eyes of law. It is a result of planned conspiracy by the officials of the respondents in collusion with each other and even colluding with the promoters of the respondents.
- xxv. That even thereafter the complainant along with her husband contacted the officials of the respondents and met the officials of the respondent apprising them about their high-headedness, illegal and fraudulent act and conduct as detailed above, further requesting them to treat the alleged cancellation as illegal, null and void and to treat the complainant as allottee of the aforesaid unit, however none of them ever paid any heed to the just and genuine request of the complainant and the complainant is left with no other remedy except approaching this Hon'ble Authority.

- xxvi. That the complainant was/is always ready and willing to make payment of the amount of pre-EMI regularly on time along with interest which was due, but the officials of the respondents assured that they will do the needful as soon as possible mentioned above and intimate about the same. The complainant trusted of the officials of the respondent and believed their words. They were waiting for the link for payment of the pre-EMI.
- xxvii. That the complainant also visited the project site, and there he discovered that till date the said unit construction was not completed, but despite non-completion of the project the respondent No.1 had made the payment to the respondent No.2 which is illegal and unauthorised in the eyes of law.
- xxviii. That the loan agreement of the respondent No.2 nowhere states that the respondent No.2 has power to cancel the allotment of the unit from the respondent No.1, they have only power to charge interest on the due amount payable by the complainant and her husband to the respondent No.2. All wrong act has been done by the respondents because the price of the unit is escalated in the market and the respondent No.1 are selling the cancelled flat at the higher price, so the respondent No.2 has been helping the respondent No.1 to cancel the unit so that they would sell the apartment on higher price.
- xxix. That the complainant duly adhered their part of the contractual stipulations and the respondents however, with mala-fide intentions, even after taking amount as per the prescribed payment schedule stopped adhering to their contractual stipulation and liabilities. The complainant purchased the aforesaid flat with the hope that she along with her family would shift and live in their own apartment.

- xxx. That the complainant and many other people have invested their hard-earned money with hope of having their properties on time, which they could use for their personal use, but now they are left with no other option except approaching this Hon'ble Authority.
- xxxi. That the Act and conduct of the respondents in deliberately inducing the complainant to part ways with his life saving and to cheat him based upon false documents amounts to an act of fraud and cheating for which the present complaint is being filed.
- xxxii. That it is submitted that the modus operandi of the respondents has caused tremendous financial pressure upon the complainant and her husband herein for which the complainant is entitled to be reimbursed forthwith as well as for the mental agony caused to the complainant by the acts, omissions and mala fide conduct on the part of the respondent.
- xxxiii. That it is submitted that the conduct of the respondents has resulted in wrongful loss to the complainant and wrongful gain to the respondents herein, for which the respondent is liable to be prosecuted under Indian Penal Code.

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

4. The complainant has sought following relief(s):
- i. Direct the respondent to set aside the cancellation letter and further entitled to possession of the same and execution of conveyance deed.
  - ii. Direct the respondent no. 1 to handover the possession of the said unit.

**D. Reply by respondent no. 1:**

5. The respondent has made following submissions:
- i. That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. 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 Apartment Buyer's Agreement dated 01.03.2022, as shall be evident from the submissions made in the following paras of the present reply. The Respondent craves leave of this Hon'ble Authority to refer and rely upon the terms and conditions set out in the Apartment Buyer's Agreement in detail at the time of hearing of the present complaint, so as to bring out mutual obligations and responsibilities of the Respondent as well as the Complainant.

- ii. That the Complainant is estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. That the allotment of the unit of the Complainant was cancelled on 09.10.2024 due to the failure on part of the Complainant to perform her legally enforced obligations.
- iii. That the Complainant, being interested in purchasing a residential apartment in the project being developed by the Respondent, approached the Respondent after conducting her own due diligence, seeking allotment of the apartment by submitting an Application Form dated 07.12.2021.
- iv. That upon the acceptance of the Application made by the Complainant for allotment, a residential apartment bearing no. T4-507 tentatively admeasuring carpet area of 463.494 sq ft. located on 5<sup>th</sup> floor in tower/building no. 4 was allotted to the Complainant vide Allotment Letter dated 28.01.2022.
- v. That thereafter, the parties mutually entered into an Apartment Buyer's Agreement dated 01.03.2022. That it is pertinent to mention that the said Agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are

binding on the Parties. That the Complainant opted for a construction linked payment plan for remittance of the total sale consideration of Rs. 20,33,432/- against the said Unit and the same was non-inclusive of taxes and other charges.

- vi. The complainant had voluntarily selected the construction-linked payment plan, as detailed in Schedule A of the allotment letter dated January 28, 2022. By opting for this plan, the complainant had unequivocally agreed to make payments for the allotted Units in accordance with the terms set forth in the chosen plan. That the said Agreement constituted a binding obligation to fulfill the payment schedule as stipulated, and the complainant's adherence to these terms was essential for the completion of the transaction in accordance with the agreed-upon plan.
- vii. That it is submitted that subsequent to the execution of the said Agreement, the Complainant herein obtained loan from IIFL Home Finance Ltd. and in furtherance of the same, a Tripartite Agreement was executed between the Complainant, Respondent herein and IIFL Home Finance Ltd i.e. Respondent No. 2 in the present Complaint, on 30.04.2022 and a letter for Permission to mortgage dated 05.05.2022 was sent to IIFL Home Finance Limited by the Respondent No. 1.
- viii. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the Agreement which continues to be binding upon the Parties thereto with full force and effect.
- ix. That the Complainant had defaulted/delayed in making the timely payment of outstanding dues, raised in demands as per the

construction linked payment plan duly opted by the Complainant, upon which, repeated reminders were also served to the Complainant. That the bonafide of the Respondent is also essential to be highlighted at this instance, who had served demand letters followed by numerous reminders to the Complainant to ensure that the payments are made in a timely fashion.

PARTICULARS	DATE	AMOUNT
Reminder I	02.03.2022	16,578/-
Final Reminder	18.03.2022	16,578/-
Reminder I	16.07.2022	2,56,299/-
Final Reminder	02.08.2022	2,56,299/-
Reminder I	30.11.2022	2,58,841/-
Final Reminder	15.12.2022	2,58,841/-
Reminder	16.03.2023	2,61,383/-
Reminder I	05.06.2023	2,63,925/-
Final Reminder	22.06.2023	2,63,925/-
Intimation of cancellation	10.07.2023	2,63,925/-
NEWS paper publication	10.07.2023	
Reminder	07.10.2023	2,66,467/-
Final Reminder	23.10.2023	80,285/-

- x. That despite several reminders sent by the respondent, the complainant failed to fulfil her obligations to remit timely payments against the allotted unit. The complainant is a habitual defaulter who has been in default of payments at various instances since the very beginning. That the complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the respondent.
- xi. That despite multiple reminders and ample opportunities provided to the complainant for making the necessary payment, respondent no.1 ultimately issued a formal intimation of cancellation regarding the allotted unit dated 10.07.2023. That the said intimation notice was sent by the respondent after repeated defaults on part of the

complainant in adhering to the payment schedule. Furthermore, the cancellation was duly published in a newspaper on 10.07.2023 and the same was in consonance with the provisions of the Affordable Housing Policy, 2013. That the respondent's actions were in accordance with the contractual provisions and the efforts to notify the complainant of the cancellation were duly executed.

- xii. That the complainant has a consistent history of defaults and has repeatedly failed to adhere to the payment schedule. That in October 2023, the complainant again defaulted by failing to make the requisite pre-EMI payments to the IIFL Home Finance Ltd i.e., Respondent no.2, demonstrating a pattern of non-compliance with financial and contractual obligations. That the continued failure to meet payment deadlines further establishes the complainant's habitual defaulting behavior, which undermines the contractual agreement.
- xiii. That after providing multiple opportunities for the payment of the outstanding Pre-EMI, the Complainant has nevertheless failed to fulfill her repayment obligations. It remains the Complainant's duty and legal obligation to timely settle the outstanding loan amount with the bank. By failing to make the required payments in accordance with the terms set forth in the tripartite agreement, the Complainant has breached the TPA. Consequently, due to this default, the bank retained all rights as stipulated in the relevant provisions of the TPA as reiterated in the paragraphs hereinabove.
- xiv. That Respondent No. 1, being bound by the terms and conditions of the TPA signed by and between the Complainant and both the Respondents, in compliance with Clause 11 of the tripartite agreement, as reiterated above, and in accordance with the letter

dated 09.10.2024 issued by Respondent No. 2, took the appropriate action to cancel the allotment of the unit and to refund the disbursed amount to the Respondent No. 2 after the lawful and rightful deductions of the earnest money and the other charges payable. That this refund was executed in strict conformity with the terms set forth in the agreement and the directives from Respondent No. 2. That Respondent No. 1's actions demonstrate a clear commitment to fulfilling legal obligations, ensuring that the contractual terms were upheld and that the financial settlement was properly processed.

- xv. That in order to avoid further litigation with respondent no. 2, respondent no. 1 sent a cancellation notice via email on 18.10.2024 to the complainant, informing them of the cancellation of the unit due to the complainant's default in paying the pre-EMI as required by Respondent No. 2. Despite receiving the cancellation notice from Respondent No. 2 dated 09.10.2024, Respondent No. 1 exercised patience and waited for over a week in good faith, hoping that the complainant would settle the outstanding loan amount. However, it has become evident that the complainant is a habitual defaulter and has no intention of fulfilling their financial obligations.
- xvi. That the complainant has consistently failed to meet her financial obligations, which constitutes a chronic default solely attributable to her actions. This failure to fulfill financial duties under the agreement is a breach on the part of the complainant. That at no point has the builder/respondent defaulted or failed to adhere to the contractual terms. The respondent has fully complied with the terms of the contract, and any default has occurred due to the complainant's failure to meet her own obligations, thus triggering the breach.

- xvii. That based on the foregoing facts, it is clear that no default has been committed by the Respondent No. 1. That the default, if any, has consistently been on the part of the Complainant. This is further corroborated by the Complainant's own admission of their default in paragraphs 16, 17, and 18 of the complaint filed by herself. As such, the complainant's failure to her contractual obligations directly results in the alleged default, and no fault or non-compliance can be attributed to the respondent. Therefore, any claims of default against the Respondent are unfounded and should be dismissed.
- xviii. That after the cancellation of the said allotted plot, no rights/title/interest of the Complainant remained in the said plot and the Respondent was free to deal with the said plot as deemed fit. That post the cancellation of the said plot, the Respondent herein has allotted the said unit to one Narender Singh Yadav via Allotment Letter dated 26.12.2024.
- xix. That the Complaint filed by the Complainant ought to be dismissed as the claims and allegations made are baseless and false. The complainant's actions are driven by a clear intent to deliberately conceal material facts from the Hon'ble Authority, which undermines the integrity of the proceedings. Such conduct warrants the rejection of the same in the interest of justice.
- xx. That the complainant's false accusations against the Respondent appear to be a deliberate attempt to mislead and create a narrative designed to elicit sympathy and derive undue advantage. That the Respondent contends that the complainant's actions are not only misleading but also aimed at unjustly benefiting from the situation without regard for the truth or fairness of the proceedings. The Respondent asserts that the complainant's failure to adhere to

financial commitments and subsequent false claims should not be tolerated, as such conduct undermines the integrity of the legal process. In light of these facts, the Respondent urges that the allegations be dismissed, as they are baseless, malicious, and aimed at exploiting the system for personal gain.

6. Copies of all the relevant documents have been filed and placed on 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.

**F. Jurisdiction of the authority:**

7. The authority 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 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 complainant at a later stage.

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

**F.I. Direct the respondent to set aside the cancellation letter and not create any third party right in respect of the subject unit.**

**F.II. Direct the respondent to pay delay possession charges and restore the unit.**

11. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
12. That vide allotment letter dated 28.01.2022, the complainant was allotted unit no.507 on 5th floor, in tower - T4, in the project "Avenue 86" by the respondent/ promoter for a total sale consideration of Rs.20,54,238/- under the Affordable Group Housing Policy 2013. That a buyer's agreement was executed interse parties on 01.03.2022 and as per clause 7.1.1 of the buyer's agreement as well as per Affordable Housing Policy, 2013, the possession of the unit was to be offered with 4 years from approval of building plans (20.09.2021) or from the date of environment clearance (29.12.2021). Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 29.12.2025. The complainant paid a sum of Rs.17,17,231/- and the complainant is willing to retain the allotted unit in question.

13. The counsel for the respondent states that the unit has been cancelled on 09.10.2024 after issuance of demand and reminder letters dated 02.03.2022, 18.03.2022, 16.07.2022, 02.08.2022, 30.11.2022, 15.12.2022, 16.03.2023, 05.06.2023, 22.06.2023 and publication of list of defaulters in regional newspaper on 10.07.2023. Upon this, the counsel for the complainant submitted that the respondent failed to carry out the construction of the project and failed to issued demands against the said unit.
14. Now, the issue arises before the Authority is whether the cancellation of the subject unit was made as per the provisions of the policy of 2013 or not. Accordingly, 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".*

15. It is observed that the complainant failed to pay the remaining amount as per schedule of payment which becomes due on 15.02.2022, followed by reminders letter dated 02.03.2022, 18.03.2022, 16.07.2022, 02.08.2022, 30.11.2022, 15.12.2022, 16.03.2023, 05.06.2023 and 22.06.2023 and after this published a notice in the regional newspaper

"Dainik Jagran" on 10.07.2023 which led to issuance of notice for cancellation by the respondent dated 09.10.2024.

16. It is to be noted that as per the schedule of collection of payment provided under section 5(iii) (b) of Affordable Group Housing Policy 2013, it is time linked payment plan instead of construction linked payment plan. Further as per Section 19(6) of the Act, 2016, every allottee, who entered into an agreement, shall be responsible to make necessary payment within the time period as specified in the said agreement. The relevant para is reproduced below:

***"Section 19 Rights and Duties of Allottees***

*19 (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."*

17. On 10.07.2023, the respondent published a list of defaulters for payments in the daily Hindi newspaper "Dainik Jagran" and an intimation letter with regard to cancellation was also sent to the complainant on 08.10.2024. Finally, the cancellation letter has been issued by the respondent on 09.10.2024.
18. Further, the counsel for the respondent stated that as per the provisions of the Affordable Housing Policy, 2013 and on default by the complainant, the unit of complainant stands cancelled on 09.10.2024. Furthermore, the subject unit in question stands re-allotted to fresh allottee on 26.12.2024.
19. The respondent has cancelled the unit as per the provisions of the Affordable Housing Policy, 2013, as amended by the State government on 22.07.2015 and is hereby held valid. But there is nothing on record to show that the respondent has refunded the balance amount after

deduction of Rs.25,000/- as per the provisions of clause 5(iii)(i) of the Affordable Housing Policy, 2013. However, in the present matter, it is observed that, inadvertently, that cancellation is valid in the eyes of law and the amount has already been refunded to the financial institution, hence, the same is dismissed were allowed in the proceedings dated 09.01.2026. The same is hereby being corrected in the present order, in light of the proper reasoning set out in the preceding paragraphs. Therefore, the respondent is directed to refund the paid-up amount of Rs.17,17,231/- to the complainant after deduction of Rs.25,000/- as per the provisions of clause 5(iii)(i) of the Affordable Housing Policy, 2013 along with interest at the prescribed rate i.e.,10.80% per annum as prescribed under Rule 15 of the Rules, 2017, on such balance amount from the date of cancellation i.e., 09.10.2024 till its actual realisation.

**H. Directions of the Authority:**

20. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
  - i. The respondent is directed to refund the amount received by the respondent i.e. Rs.17,17,231/- against the subject unit after the deduction of Rs. 25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy, 2013 within a period of 90 days along with interest @10.80% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on such balance amount from the date of cancellation notice i.e. 14.07.2023 till the actual realization of the amount. Out of the total amount so assessed, the amount paid by the bank/financial institution will be refunded first in

the bank and the balance amount along with interest if any will be refunded to the complainant.

ii. The above-mentioned amount be refunded to the complainant within a period of 90 days and failing which legal consequence would follow.

21. Complaint stands disposed of.
22. File be consigned to the registry.

Dated: 09.01.2026



**(Arun Kumar)**  
Chairman  
Haryana Real Estate  
Regulatory Authority,  
Gurugram



**HARERA**  
**GURUGRAM**