

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

**Date of Order:** 06.01.2026

NAME OF THE BUILDER		NANI RESORTS AND FLORICULTURE PRIVATE LIMITED	
PROJECT NAME		"ROF AMALTAS"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/735/2025	Lata V/S Nani Resorts and Floriculture Private Limited	Sh. Nipun Rao Advocate for complainant Sh. Siddharth Sharma Advocate for respondent
2.	CR/737/2025	Harkesh V/S Nani Resorts and Floriculture Private Limited	Sh. Nipun Rao Advocate for complainant Sh. Siddharth Sharma Advocate for respondent

**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman**

**Member**

**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority 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.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "ROF Amaltas" (Affordable group housing) being developed by the same respondent/promoter i.e., Nani Resorts and Floriculture Private Limited. The terms and conditions of the application for the provisional allotment, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking refund of the paid-up amount along with interest and others.

3. The details of the complaints, reply to status, unit no., allotment letter, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in a table below:

Project Name and Location		Nani Resorts and Floriculture Private Limited at "ROF Amaltas" situated in Sector-92, Gurugram	
<b>Occupation Certificate: Not obtained</b>			
<b>Complaint No., Case Title</b>	<b>CR/735/2025 Lata V/S Nani Resorts and Floriculture Private Limited</b>	<b>CR/737/2025 Harkesh V/S Nani Resorts and Floriculture Private Limited</b>	
<b>Reply status</b>	02.07.2025	02.07.2025	
<b>Unit no.</b>	A-301, 3 <sup>rd</sup> floor and Tower-D [As per page no. 42 of the reply]	A-901 [As per page no. 42 of the reply]	
<b>Area admeasuring</b>	645.09 sq. ft. (carpet area) [As per page no. 42 of the reply]	645.08 sq. ft. (carpet area) [As per page no. 42 of the reply]	
<b>Date of building plans</b>	06.05.2019 [As per page no. 17 of the reply]	06.05.2019 [As per page no. 17 of the reply]	
<b>Allotment letter</b>	23.08.2019 [As per page no. 42 of the reply]	23.08.2019 [As per page no. 42 of the reply]	
<b>Environment Clearance</b>	30.08.2019 (As per page no. 23 of the reply)	30.08.2019 (As per page no. 23 of the reply)	
<b>Due date of handing over of possession</b>	<b>28.02.2024</b> [Note: Due date to be calculated 4 years from the	<b>28.02.2024</b> [Note: Due date to be calculated 4 years from the	

	date of EC, i.e., 30.08.2019 being later plus 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]	date of EC, i.e., 30.08.2019 being later plus 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]
<b>Unit surrendered vide surrender deed</b>	11.08.2020 (As per page no. 16 of the reply)	11.08.2020 (As per page no. 14 of the complaint)
<b>Total Consideration / Total Amount paid by the complainant</b>	<b>TSC: Rs.26,14,630/-</b> (As per on page no. 56 of the reply) <b>AP: Rs.9,90,299/-</b> (As per on page no. 73 of the reply)	<b>TSC: Rs.26,14,630/-</b> (As per page no. 55 of the reply) <b>AP: Rs.9,90,299/-</b> (As per SOA on page no. 74 of the reply)
<b>The complainants in the above complaint(s) has sought the following reliefs:</b>		
1. Direct the respondent to refund the paid-up amount along with interest over the same at prescribed rate of interest.		
<b>Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:</b>		
<b>Abbreviation Full form</b>		
TSC Total Sale consideration		
AP Amount paid by the allottee(s)		

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking refund of the paid-up amount along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant/allottee are also similar. Out of the above-mentioned case, the particulars of lead case **CR/735/2025 titled as Lata V/S Nani Resorts and Floriculture Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua refund of the paid-up amount along with interest and others.

**A. Unit and project related details**

7. 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 of the project	"ROF Amaltas", Sector 92, Gurugram
2.	Nature of the project	Affordable group housing
3.	DTCP license	37 of 2019 dated 28.02.2019 valid up to 04.09.2024
4.	RERA registered or not registered	32 of 2019 dated 03.07.2019 valid up to 27.02.2024
5.	Unit no.	D-301, 3 <sup>rd</sup> floor & Tower-D (As per page no. 42 of the reply)
6.	Unit admeasuring	645.09 sq. ft. (carpet area) (As per page no. 42 of the reply)
7.	Date of building plans	06.05.2019 (As per page no. 17 of the reply)
8.	Allotment letter	23.08.2019 (As per page no. 42 of the reply)
9.	Date of Environment Clearance	30.08.2019 (As per page no. 23 of the reply)
10.	Possession clause	N.A
11.	Due date of possession	28.02.2024 ( <b>Note:</b> Due date to be calculated 4 years from the date of EC, i.e., 30.08.2019 being later plus 6 months grace period on account of Covid-19)

12.	Total Sale Consideration	Rs.26,14,630/- (As per page no. 56 of the reply)
13.	Amount paid by the complainant	Rs.9,90,299/- (As per SOA on page no. 73 of the reply)
14.	Occupation certificate	26.02.2024 (As per details available on DTCP website)
15.	Offer of possession	Not offered
16.	Unit surrendered vide surrender deed	11.08.2020 (As per page no. 16 of the complaint)

### B. Facts of the complaint:

8. The complainant has made the following submissions:

- I. That the respondent gave advertisement in various printed as well as electronic media about their forthcoming project named "Amaltas ROF" Sector 92, Gurugram promising various advantages, like world class amenities and timely completion/execution of the project etc. Relying on the promise and undertakings given by the respondent in the aforementioned advertisements the complainant applied for the booking in the said project. Thereafter, the complainant was allotted unit no. D-301, in Tower D having an area of 645 sq. ft. at the price of Rs.4,000/- per sq. ft.
- II. That thereafter from time to time, the complainant made the following payments in respect of the said unit i.e., Rs.1,30,750/- on 03.07.2019, Rs.5,30,000/- on 07.12.2019 and Rs.3,29,549/- on 05.02.2020. The complainant paid a total amount of Rs.9,90,299/- against the sale consideration of the above said unit.
- III. That thereafter in the month of August 2020, the complainant surrendered the said unit in question and handed over all the original documents that were handed over to the complainant by the

respondent from time to time in respect of the said unit i.e., original copy of provisional receipts, allotment letter etc. and thereafter signed the surrender deed on 13.08.2020 and handed over all the additional documents that were required for the refund process. Upon signing the same it was assured the amount paid by the complainant will be refunded within 3 months of signing the said surrender deed.

- IV. That after passing of the sufficient time the respondent did not make any payment of the refund of the said amount. Upon which the complainant made an online complaint through her registered email ID on 24.11.2021 against the respondent in various Authorities but all went in vain.
- V. That thereafter on 22.02.2022, the complainant again approached the Hon'ble Commissioner of Police, Gurugram to get justice by getting the full amount of refund along with the interest from the date of surrender of the unit i.e., 13.08.2020 but again no action was taken against the same.
- VI. That for the last many years the respondent has been retaining the huge amount of the complainant illegally and unlawfully without there being any justified cause and are not returning the same despite surrendering the unit in question.
- VII. That the respondent has been retaining the entire amount without fulfilling its commitments, which he assured the complainant during the surrendering of the said unit despite several oral and exchange of emails, despite that the respondent is not coming forward to make the payments to the complainant.

VIII. That due to this omission on the part of the respondent the complainant has been suffering from disruption, mental torture, agony and also continues to incur severe financial losses. This could be avoided if the respondent had given the refund of the amount of Rs.9,90,299/- along with the interest from the date of surrender i.e., 13.08.2020.

IX. That the complainant has requested the respondent several times on making telephonic calls and also personally visiting the office of the respondent to refund the amount along with interest on the amount deposited by the complainant, but respondent has flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainant with his hard-earned huge amount and wrongfully gained himself and caused wrongful loss to the complainant.

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

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

- i. Direct the respondent to refund the paid-up amount along with interest over the same at prescribed rate of interest.

**D. Reply by the respondent:**

10. The respondent has contested the complaint on the following grounds:

- a. That the present complaint is neither maintainable nor tenable by both law and facts. The complainant has no locus standi and cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act, 2016 and Haryana Affordable Housing Policy, 2013 as well as an incorrect understanding of the terms and conditions of the Application Form, as shall be evident from the submissions made in the following paragraphs of the present reply.

- b. That the respondent has received licence no. 37 of 2019 dated 28.02.2019, received from the Director Town & Country Planning, Haryana to develop and Affordable Group Housing Colony under the Affordable Housing Policy, 2013 over land measuring 5.0125 acres situated within the revenue estate of Village Mewka, District Gurugram, which is the part of Sector-92 of Gurugram-Manesar Urban Development Plan-2021. The respondent had registered the said project named "ROF AMALTAS" with the Authority vide registration no. 32 of 2019 dated 27.05.2019 and all the necessary approvals have been taken by the respondent to develop the said project.
- c. That the building plans of the project have been approved by the office of Director Town & Country Planning, Haryana vide memo No. ZP-1294/AD(RA)/2019/11268 dated 05.05.2019. Thereafter, the respondent was granted the approval of Environment Clearance on 30.08.2019 from the Competent Authority to develop the said project.
- d. That the complainant approached the respondent to purchase an apartment in the said project developed under the Policy of 2013 and paid an Amount of Rs.1,30,750/- vide receipt dated 29.06.2019. The complainant prior to approaching the respondent had conducted extensive and independent enquiries regarding the project and it was only after the complainant was fully satisfied with regards to all aspects of the project including but not limited to the capacity of the respondent to undertake development of the same the complainant took an independent and informed decision to

apply and purchase the unit, uninfluenced in any manner by the respondent.

- e. That the complainant was a successful applicant under the draw of lots and apartment no. D-301 admeasuring carpet area 645.08 sq. ft. and balcony area of 68.62 sq. ft. was allotted to the complainant vide allotment letter dated 13.10.2019 having a total consideration without tax of Rs.26,14,630/-.
- f. That as per the allotment letter dated 13.10.2019 and the payment plan of the said application form is strictly in compliance of the Policy, 2013. The complainant failed to make the payment within the stipulated time period and paid an amount of Rs.5,30,000/- vide receipt dated 24.10.2019. The complainant had further paid an amount of Rs.3,29,549/- vide receipt dated 05.02.2020
- g. That the respondent had also sent various demand letters to the complainant to make payments as per the payment plan stipulated for the said unit which is strictly in compliance of the Policy of 2013 but the complainant failed to adhere to the lawful demand of the respondent. Thereafter, the complainant had surrendered the said unit on 11.08.2020.
- h. That the respondent had called the complainant on several occasions to collect the refund after making deductions as per the Policy of 2013 but the complainant had always insisted on refund of complete amount paid by the complainant paying no heed to the provisions of law.
- i. That thereafter the complainant had approached the police authorities and had filed a complaint bearing no. 32146 dated 26.11.2021 to illegally get the refund of complete amount paid by the

complainant in gross violation of the Policy of 2013. During the enquiry in the said complaint the complainant had himself stated vide his statement dated 06.12.2021 that he has settled the matter with the respondent and his complaint pertaining to refund be closed. The respondent had presented him cheque against refund after making deductions as per law and Policy, 2013.

- j. That the complainant did not present the cheque for refund with his banker and with pure greed and to illegally harass the respondent had again approached the police authorities with complaint. That without prejudice to the rights of the respondent under the Policy, 2013 and applicable law and being a customer-oriented organisation had seeded to the unjustified demands of the complainant and had under protest presented cheque dated 14.11.2022 worth Rs.9,90,299/- and cheque dated 31.12.2022 worth Rs.1,00,000/- to the complainant towards complete refund without even going towards the applicable deductions.
- k. That the complainant had not presented the refund cheques against the refund of the surrendered unit and have approached this Hon'ble Authority with malafide intent to solely harass the respondent and claim illegal refund along with interest without making deduction as per law. The complainant is always willing to refund the amount paid by the complainant after making deductions as per clause 5(iii)h. of the Policy of 2013. The respondent is lawfully entitled to making deductions as per the Affordable Housing Policy, 2013.
- l. That despite there being a number of defaulters, the respondent itself infused funds into the project and has diligently developed the

project in question and have received occupancy certificate of the same.

- m. That the complaint is not maintainable or tenable under the eyes of law, as the complainant has not approached the Hon'ble Authority with clean hands and has not disclosed the true and material facts relate to this case of complaint. The complainant, thus, has approached the Hon'ble Authority with unclean hands and suppressed and concealed the material facts and proceedings which has direct bearing on the very maintainability of purported complaint.
- n. That the complaint is being filed without any cause of action. The cause of action shown by the complainant is false, fictitious, vexatious and bogus; hence, the complaint is liable to be dismissed. The complainant has filled the instant complaint with a sole motive to mislead the Authority and harass the respondent by asking a relief that is beyond applicable law and Policy; hence, there is no cause of action on the part of respondent and the same is liable to be dismissed.
11. 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:**

12. The objection raised by the respondent regarding rejection of complaint on ground of subject matter 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**

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**

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.

13. 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 refund the paid-up amount along with interest over the same at prescribed rate of interest.**

14. The complainant was allotted a unit in the project of respondent "ROF Amaltas", in Sector-92, Gurugram vide allotment letter dated 23.08.2019 for a total sum of Rs.26,14,630/-. Though no flat buyer's agreement was executed between the parties but the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.9,90,299/-. As per clause 1 (iv) of the Affordable Housing Policy, 2013, the possession of the apartment is to be delivered within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Clause 1(iv) of the Policy of 2013 is reproduced below for ready reference:

1.

*(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance certificate, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.*

*(Emphasis supplied)*

15. In the present case, the date of approval of building plan is 06.05.2019 and date of environment clearance is 30.08.2019 as per information provided by the planning branch. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 30.08.2023. **Further as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.** The completion date of the aforesaid project in which the subject unit is being booked by the complainant is 30.08.2023 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to **28.02.2024.**

16. In present complaint, the relief sought by the complainant in the complaint is of refund as per the provisions of the Act of 2016, as the complainant intends to withdraw from the project. As per the documents placed on record with the complaint, the Authority observed that the complainant has surrendered the unit vide surrender deed dated 11.08.2020 i.e., before the filing of the present complaint.
17. The counsel for the complainant vide proceedings of the day dated 06.01.2026 stated that the complainant has surrendered the unit vide surrender deed dated 11.08.2020 and the respondent is willing to refund the paid-up amount along with interest after necessary deductions as per Affordable Housing Policy, 2013.
18. Now when the complainant approached the Authority to seek refund, the respondent already clarified their stance that the complainant is entitled to refund as per clause 5(iii)(h) of Affordable Housing Policy, 2013 in case of surrender of flat by any successful allottee, the amount of Rs.25,000/- can be forfeited in addition to the following:

S. No.	Particulars	Amount to be forfeited
(aa)	In case of surrender of flat before commencement of project	Nil
(bb)	Up to 1 year from the date of commencement of project	1% of the cost of flat
(cc)	Up to 2 years from the date of commencement of project	3% of the cost of flat
(dd)	After 2 years from the date of commencement of project	5% of the cost of flat

19. In the present case, the complainant has made a request for refund on 11.08.2020 i.e., before 1 year from the commencement of the project i.e., 30.08.2019 (date of EC). Keeping in view the aforementioned factual and

- legal provisions, the respondent can retain the amount paid by the complainant against the booked unit as per Clause 5(iii)(h) of Affordable Group Housing Policy, 2013 i.e., Rs.25,000/ plus 1 % of the cost of the flat.
20. The prescribed rate of interest as per Rule 15 of Rules, 2017 payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent.
21. The authority hereby directs the promoter to return the amount received by him i.e., Rs.9,90,299/- after deducting the amount of Rs.25,000/- plus 1% of the cost of the flat along as per above-mentioned clause of Affordable Group Housing Policy, 2013 along with interest at the rate of 10.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of surrender i.e., 11.08.2020 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**G. Directions of the Authority:**

22. 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 promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. The respondent /promoter is directed to refund the amount i.e., **Rs.9,90,299/-** received from the complainant-allottee after deducting the amount of Rs.25,000/- plus 1% of the cost of the flat as per clause 5(iii)(h) of Affordable Group Housing Policy, 2013 along with interest on such balance amount 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 surrender i.e., 11.08.2020 till the actual date of refund of the amount.

- ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

24. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.

25. Files be consigned to the registry.



**(Phool Singh Saini)**  
Member

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 06.01.2026**

**HARERA**  
GURUGRAM



**(Arun Kumar)**  
Chairman