

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

Complaint no. :	3354 of 2025
Date of Filing of complaint:	22.07.2025
Date of Decision:	30.01.2026

Vikas Datta

**R/o:** M9/1E, DLF City, Phase 2, Gurugram,  
Haryana

**Complainant**

Versus

Adani Brahma Synergy Pvt. Ltd.  
Address: Plot no. 83, Institutional Area,  
Sector-32, Gurugram

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Parveen Kumar  
Sh. Kalyan Kumar

Advocate for the complainant  
Advocate for the respondent

**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 provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S. No.	Heads	Information
1.	Name and location of the project	"Samsara Vilasa and Samsara Arya", Block M and J, Brahma City, Sector-60 and 63, Gurugram
2.	Nature of the project	Independent Residential Floors
3.	Project area	1.8256 acres
4.	DTCP License	64 of 2010 dated 21.08.2010 valid upto 20.08.2025
5.	Name of Licensee	Krrish Buildtech Pvt. Ltd.
6.	HRERA registered/ not registered	<b>Registered</b> Vide no. 122 of 2022 dated 20.12.2022 valid upto 31.12.2026
7.	Building plans	24.11.2021
8.	Environment clearance	02.09.2024
9.	Unit no.	J86A, 1 <sup>st</sup> Floor (page no. 23 of complaint)
10.	Unit admeasuring	2241.94 sq. ft. (carpet area) 494.07 sq. ft. (balcony area) Plot area: 481.15 sq. yd. (page no. 23 of complaint)
11.	Allotment Letter	02.03.2023 (page no. 21 of complaint)
12.	Agreement for sale	09.11.2023 (page no. 36 of the complaint)
13.	Due date of possession	31.12.2026 (as per allotment letter at page 22 of complaint)
14.	Sale Consideration	Rs. 5,11,98,191/- (As per payment plan on page no. 59 of complaint)

15.	Total amount paid by the complainant	Rs. 3,83,98,643/- (as alleged by complainant) Rs. 1,65,99,999/- (as per receipts annexed in complaint)
16.	Notice before cancellation letter	18.09.2024 (page no. 106 of reply)
17.	Cancellation letter	11.11.2024 (page no. 107 of reply)
18.	Tripartite agreement	09.12.2024 (page no. 115 of reply)
19.	Occupation certificate	Not on records and not on websites
20.	Offer of possession	08.05.2025 (page no. 111 of complaint) Demanded Rs. 1,38,92,907/-
21.	Demand letters	08.05.2025, 14.06.2025, 06.07.2025, 30.08.2025
22.	Notice before cancellation	30.08.2025 (page no. 126 of reply)
23.	Cancellation letter	17.09.2025 (page no. 128 of reply)

### B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That complainant booked the said flat on 01.03.2023 by paying an amount of Rs. 25,00,000/- on 10.03.2023.
- II. That respondent allotted independent floor unit no. J86-A, First Floor, Plot No. J86, Sector 63 in their project by name and style of "Samsara Vilasa & Samsara Arya" vide allotment letter dated 02.03.2023 in favour of complainant.
- III. That complainant made another payment of Rs. 48,760/- on 16.08.2023 as per the demand from respondent.
- IV. That on 01.07.2023 complainant lost his father Mr. Ashok Datta, That the complainant has suffered immense mental agony, emotional

trauma, and irreparable loss due to the untimely demise of his father. The death of his father has not only caused deep emotional distress but has also adversely impacted the complainant's mental well-being, daily life, and sense of security. The complainant continues to endure psychological suffering and emotional pain, which has left a lasting impact on his health and peace of mind.

- V. That the complainant's parents purchased the said flat for their retirement home but due the above mentioned unfortunate event and the emotional impact of this personal tragedy has severely affected the complainant's ability to proceed with the unit booked with the respondent. Owing to the said unfortunate circumstances and the complainant's inability to continue with the transaction the complainant approached the respondent and requested for cancellation of the said unit and refund of the amount deposited by him. The complainant made the request in good faith, seeking a compassionate and fair resolution considering the extraordinary hardship and mental anguish he has endured.
- VI. That during such hard times of complainant neither respondent nor real estate agent gave any heeds to the genuine requests of complainant to refund the amount deposited with respondent. And respondent insisted to carry on with the booking of said flat with threats of forfeiture of the amount made by complainant.
- VII. That under these threats complaint made payments of Rs. 18,00,000/- on 20.11.2023, Rs. 40,00,000/- on 29.11.2023 and Rs. 18,79,729/- on 04.01.2024 to respondent despite the fact that complainant was under grief due to untimely demise of his father.
- VIII. That respondent executed and registered builder buyer agreement

dated 09.11.2023 for total sale consideration of Rs. 5,11,98,191/- of the said flat after complainant made the above mentioned payments to respondent as no option was left with complainant.

- IX. That due the untimely demise of complainant's father, funds and assets held in his fathers name got stuck due the formalities related to succession. Complainant appraised these facts to the respondent in his all correspondence and requested time to arrange funds to make the payments as demanded by respondent.
- X. That further respondent raised demand of Rs. 12,799,547/- on 14.12.2023 to that complainant requested respondent through their authorised representatives to allow time to arrange funds, as complainant has to complete the formalities get access to the funds of his demised father 28.10.2021 from respondent categorically denying to grant any extension of time to make the due payment and demanded the payment forthwith to avoid late payment charges. Since then applicant is regularly trying to reach the respondent to help in getting loan sanctioned to pay remaining payment towards total sale consideration of said unit as same is promised by the sales staff of respondent at the time of booking.
- XI. That the complainant many a times brought issues And emails dated 15.12.2023, 16.12.2023, 23.12.2023, 29.12.2023, 27.02.2024 & 01.03.2024 addressing to various representatives of respondent company, wherein complainant in details appraised about the inability to arrange funds due to unfortunate event in family.
- XII. That during all this time complainant very clearly communicated with the respondent and its various representatives to find a solution to resolve the issue but respondent turned deaf to complainant requests

and even after paying a huge amount of hard earned money to the tune of Rs. 3,60,00,451/- respondent sent cancellation threat letter on 23.09.2024 to create undue pressure on complainant and kept on accumulating interest on the said amount.

- XIII. That complainant responded to the above said cancellation letter of respondent promptly and assured to make payment and complainant has to seek help from the financial institution for loan. That when complainant tried to get the sanction letter of loan from M/s Bajaj Housing Finance, respondent behaved indifferently and denied to provide necessary documents to lending institution instead used the opportunity to extort the hefty and unjust interest amount of Rs. 20,50,000/- that complainant at last paid as no other option left to him as respondent with malafide intention to forfeit all the money deposited by complainant.
- XIV. That at last complainant came to india in December 2024 along with his mother and visited respondent office and after paying the above said interest amount respondent released necessary documents to M/s Bajaj Housing Finance and on 17.12.2024 disbursed amount of Rs. 2,17,98,664/-, and after this incident complainant urged respondent to refund or adjust the interest amount illegally extorted from him by respondent but to no avail.
- XV. That further respondent offered possession vide offer of possession letter dated 08.05.2025 and demanded another payment of Rs. 1,32,80,232/- including Electricity, power back-up, utility connection charges and Refundable Security Deposit for Club membership. Apart from respondent demanded Rs. 6,12,675/- on account of IFMS and One year advance common area maintenance

charges due on 07.06.2025, to this complainant wrote email dated 14.05.2025 to respondent and appraised the fact that to arrange the funds for the said last demand he needs at least 60 days time because he is NRI and to channel funds to India he has to complete certain formalities.

- XVI. That to utter surprise of the complainant, respondent sent a demand letter dated 06.07.2025 threatening to cancel the unit to create fear and undue pressure on complainant. That same kind of illegal and unilateral actions were taken by respondent in November 2024 wherein respondent ultimately extorted Rs. 20,50,000/- interest over above the sale consideration agreed in builder buyer agreement.
- XVII. That in the above said demand letter dated 08.05.2025 respondent deliberately inserted interest amount of Rs. 67,827/- calculated till 08.05.2025 at the end of the letter in small letter, which never communicated by respondent earlier before 08.05.2025.

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

4. In view of the facts mentioned above, the complainant prays for the following relief:
- i. Direct the opposite party to refund the amount of Rs. 20,50,000/- illegally charged as interest on due amount with interest @12% per annum from the date of payment such interest.
  - ii. Direct the opposite party to take back its unilateral decision of cancelling the allotment and direction may be given to respondent to provide ample time to complainant to arrange funds towards the last instalment of said flat, without charging any further interest.
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 contested the complaint by filing reply on the following grounds: -
  - I. That the complainant vide application form no. J86-A/28022023 dated 28.02.2023 applied for an allotment of residential floor in the project known as "samsara vilasa and samsara arya, sector-63, Tehsil Wazirabad, District Gurugram, Haryana alongwith booking amount of Rs. 25,00,000/-.
  - II. That the complainant was allotted an apartment no. J86-A, admeasuring 208.28 sq.mtr. of carpet area on the 1st floor, alongwith payment plan by the respondent vide its allotment letter dated 02.03.2023.
  - III. That the respondent vide its demand letter dated 21.04.2023 called upon the complainant to execute and register the agreement for sale and make the payment of instalment of Rs. 26,19,819/-. Thereafter, the agreement for sale dated 09.11.2023 has been executed between the parties.
  - IV. The respondent, vide its demand letter dated 10.11.2023 requested the complainant to make payment of Rs. 76,79,728/- within 15 days/ on or before 25.11.2023. Subsequently, through another demand letter dated 14.12.2023, the respondent again requested the complainant to pay Rs. 1,27,99,547/- within 15 days/ on or before 29.12.2023. Thereafter, vide demand letter dated 07.05.2024 the respondent demanded payment of Rs. 2,53,99,095/- as per the agreed payment schedule and further informed the complainant that interest would be charged for any delay in payment of the aforesaid amount.

- V. That the complainant was duly reminded and informed by the respondent to make the instalment payments as agreed between the parties vide demand letter dated 14.12.2023 and reminder notices dated 05.01.2024, 27.01.2024, and 18.09.2024. Although the respondent was under no obligation to issue repeated reminders, the complainant nevertheless failed to make the requisite payments. Despite being granted extended opportunities, more than 90 days have elapsed since the issuance of the demand notice, in compliance with the applicable Act and Rules. Thereafter, the respondent issued the final cancellation letter dated 11.11.2024 informing the complainant that the allotment was cancelled and the agreement stood terminated. Consequently, upon cancellation, the complainant ceased to have any right, title, interest, or lien whatsoever over the cancelled unit. As per the terms and conditions of the agreement, an amount of Rs. 38,28,535/- due towards the complainant after forfeiture of the booking amount/earnest money and applicable charges.
- VI. The complainant vide letter dated 27.11.2024 requested the respondent to revoke the notice prior to cancellation of the unit no. J86-A on payment of outstanding charges of Rs. 2,53,99,095/- and the complainant informed the respondent that the Bajaj Finance will disburse the loan amount of Rs. 35 lakhs after issuance of PTM, TPA and/ or any other required documents. Vide letter dated 03.12.2024, the complainant agreed to make outstanding payment with interest charges dues of Rs. 2,53,99,095/- and the complainant signed the application for restoration of property dated 03.12.2024 and confirmed that they will not delay any payments in future. The Bajaj housing finance ltd. (BHFL)

vide sanction letter dated 22.11.2024 approved the loan application of the complainant.

- VII. Thereafter, the respondent issued the permission to mortgage (PTM) on 09.12.2024 to the BHFL and subsequently the tripartite agreement has been executed between the complainant, respondent and BHFL on 09.12.2024.
- VIII. The respondent after obtaining the occupation certificate, vide its letter dated 08.05.2025 offered the possession of the apartment in question alongwith enclosed demand letter on possession and guidelines for registration of conveyance deed and requested the complainant to make the due payment on or 07.06.2025.
- IX. The complainant vide letters dated 27.11.2024 and 03.12.2024 agreed and confirmed to the respondent that they would pay the instalments without delay and clear all outstanding dues. However, the complainant failed to abide by their own undertaking and did not make the payment of instalments as agreed. Thereafter, the respondent issued a notice before cancellation dated 30.08.2025, informing the complainant that despite repeated reminders for payment of timely instalments, the same remains unpaid. However, the respondent granted one last and final opportunity to the complainant to pay all outstanding instalments along with applicable/accrued interests within a period of 7 days of receipt of the notice, failing which the respondent would be left with no option, but to cancel the allotment and forfeit the booking amount and interest on delayed payment in terms of the Agreement for sale dated 09.11.2023.
- X. That the complainant failed to make the outstanding payments despite the notice before cancellation and various reminders, therefore the respondent left with no other option but to cancel the allotment made in

favour of the complainant. The respondent vide its letter dated 17.09.2025 issued the final cancellation notice to the complainant and informed the complainant that a sum of Rs. 3,08,16,434/- is payable to the complainant after forfeiture of booking amount/ earnest money and applicable charges in terms of agreement. The respondent qua the said letter also informed the complainant to return all the original documents including money receipts, allotment letter, agreement to the respondent upon receipt of the cancellation letter. It was further informed that, upon cancellation the complainant shall be left with no right, title, interest and lien in the cancelled unit and respondent may deal with the cancelled unit.

- XI. That subsequent to the cancellation of the unit and after initiating the present proceedings, the complainant has made further payments amounting to Rs. 1,32,80,232/-. Notwithstanding these payments, an amount of Rs. 3,58,709/- remains due towards the total sale consideration and Rs. 2,53,966/- towards one year advance common area maintenance charges, aggregating to Rs. 6,12,675/- still payable by the complainant.
- XII. That the complainant's assertion regarding the delayed interest amount is incorrect. The actual delayed interest accrued up to 30.11.2025 is Rs. 29,06,110/-, out of which only Rs. 20,50,000/- has been discharged. Thus, a sum of Rs. 8,56,563/- remains still payable and outstanding towards delayed interest.
- XIII. The parties are bound by the terms and conditions of the agreement for sale (hereinafter referred to as 'agreement'). The agreement was duly signed by the complainant after going through the same and understanding each and every clause contained in the agreement.

- XIV. That the complainant has prayed for refund of interests paid towards delay in payment of timely instalments. As per clause 9.3 of the agreement, if the complainant fails to make the payments in terms of Schedule C, then the complainant shall be liable to pay interest to the respondent.
- XV. The respondent reinstated the cancelled unit, after the complainant agreed and assured that all future payments would be made strictly in accordance with the payment schedule, along with the payment of previously accrued interests towards delayed payment, which the complainant eventually paid. Despite repeated assurances, the complainant again defaulted in making payments in terms of the schedule. The respondent was accordingly constrained to issue, reminders and demand notices calling upon the complainant to pay the outstanding instalments.
- XVI. Upon obtaining the occupation certificate the respondent offered physical possession of the apartment on 08.05.2025 and called upon the complainant to make the payment of outstanding dues and complete possession formalities. However, the complainant again negligently chose not to make the payment of the outstanding dues. Subsequently, the respondent was forced to issue a notice before cancellation on 30.08.2025, granting the complainant a final opportunity to make the payments, failing which the respondent informed that would cancel the allotment and forfeit the earnest money and other applicable charges. However, the complainant still chose not to make the payment of outstanding dues, the respondent left with no other option, but to cancel the allotment made in favour of the complainant vide letter of allotment dated 02.03.2023. Accordingly, vide final cancellation notice dated

17.09.2025 the respondent cancelled the allotment of the unit forfeited the earnest money and applicable charges.

### **E. Jurisdiction of the authority**

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

#### **E. I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

#### **E.II Subject-matter jurisdiction**

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

#### **Section 11**

.....  
(4) 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.*

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 complainant:**

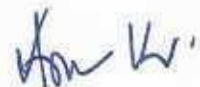
- i. **Direct the opposite party to refund the amount of Rs. 20,50,000/- illegally charged as interest on due amount with interest @12% per annum from the date of payment such interest.**
  - ii. **Direct the opposite party to take back its unilateral decision of cancelling the allotment and direction may be given to respondent to provide ample time to complainant to arrange funds towards the last instalment of said flat, without charging any further interest.**
11. In the present complaint, the complainant booked a unit in the project of the respondent namely "Samsara Vilasa and Samsara Arya", situated at Block M and J, Brahma City, Sector-60 and 63, Gurugram. Pursuant thereto, the complainant was allotted a unit bearing no. J86-A on the 1st Floor, admeasuring 2241.94 sq. ft. of carpet area along with 494.07 sq. ft. of balcony area vide allotment letter dated 02.03.2023.
12. Subsequently, an agreement for sale was duly executed between the parties on 09.11.2023. The total sale consideration of the said unit was fixed at Rs. 5,11,98,191/- out of which the complainant has paid an amount of Rs. 1,65,99,999/-. On account of outstanding dues, the respondent issued a reminder notice dated 18.09.2024. However, due to continued non-payment by the complainant, the respondent cancelled the allotment of the said unit vide letter dated 11.11.2024.

13. Thereafter, upon the request of the complainant, the respondent reinstated the allotment and subsequently offered possession of the unit vide offer of possession letter dated 08.05.2025. It is further evident from the record that the respondent raised demands towards outstanding dues vide demand letters dated 08.05.2025, 14.06.2025, 06.07.2025 and 30.08.2025. However, owing to continued non-compliance of payment obligations by the complainant, the respondent was constrained to cancel the allotment of the unit again vide final cancellation letter dated 17.09.2025.
14. Upon consideration of the pleadings, documents placed on record, and submissions advanced by both the parties, the Authority proceeds to determine the maintainability of the present complaint in light of the reliefs sought by the complainant.
15. At the outset, it is observed that the relationship between the parties is governed by the terms and conditions of the Agreement for Sale dated 09.11.2023 which has been duly executed between the complainant and the respondent. The said agreement clearly stipulates the obligations of the allottee with respect to timely payment of instalments in accordance with the agreed payment plan, as well as the consequences of default, including levy of interest on delayed payments and eventual cancellation of allotment upon persistent non-compliance.
16. From the record, it is evident that the complainant has admittedly defaulted in making timely payments of instalments as per the agreed schedule. The respondent has issued multiple demand letters and reminder notices issued to the complainant, granting sufficient opportunities to clear the outstanding dues.

17. The Authority further observes that the primary relief sought by the complainant is refund of the interest amount allegedly charged by the respondent on account of delayed payments and secondly, a direction to the respondent to revoke the cancellation and grant further time to the complainant for making the remaining payments without levy of any further interest.
18. The Authority further deems it appropriate to examine the relief sought by the complainant in the light of the statutory framework under Section 18 of the Real Estate (Regulation and Development) Act, 2016.
19. A bare perusal of Section 18 of the Act makes it abundantly clear that the said provision contemplates only two specific situations in which relief can be granted to an allottee. Firstly, where the allottee wishes to withdraw from the project on account of delay or default attributable to the promoter, in which case the allottee is entitled to refund of the amount paid along with prescribed interest and compensation. Secondly, where the allottee does not intend to withdraw from the project, in which case the allottee is entitled to interest for every month of delay in handing over possession.
20. In the present case, the complainant has neither sought withdrawal from the project in terms of Section 18 so as to claim refund of the entire deposited amount along with statutory interest, nor has the complainant alleged or established any delay in handing over possession so as to claim interest for delay. On the contrary, the relief sought by the complainant pertains to refund of interest paid on account of delayed instalments and a direction to the respondent to grant further time for payment without levy of interest.

21. The Authority observes that such reliefs do not fall within the ambit of Section 18 of the Act. The statute does not envisage adjudication of disputes relating to waiver or refund of delayed payment interest imposed upon an allottee due to its own default, nor does it empower the Authority to direct modification of agreed payment terms or grant indulgence contrary to the contractual stipulations. The Authority is bound to examine whether there has been any violation of statutory obligations by the promoter under Section 11(4)(a) of the Act. In the present case, no such contravention has been substantiated. On the contrary, the material on record reflects that the respondent has acted in accordance with the terms of the agreement and has followed due process by issuing demand notices, reminders, and cancellation notices before terminating the allotment.
22. Accordingly, since the relief sought by the complainant does not align with either of the contingencies contemplated under Section 18 of the Act, the same is held to be beyond the jurisdiction of this Authority and therefore, not maintainable and the same is dismissed.
23. Complaint as well as applications, if any, stands disposed off accordingly.
24. File be consigned to registry.

**HARERA**  
**GURUGRAM**



**(Arun Kumar)**  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026