

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

**Complaint no. : 4681 of 2024**  
**Date of complaint : 26.09.2024**  
**Date of decision : 27.01.2026**

Monika

RR/o: - H. No. 154, Village Bajghera , Sector 112

**Complainant**

Versus

M/s HCBS Developments Limited

**Regd. Office at:** 137, Sector 27, Gurugram, Haryana Unit  
No. 69-70, MGF Metropolis MG Road, Gurgaon, Haryana

**Respondent**

**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Ashish Budhiraja (Advocate)

Harshit Batra (Advocate)

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

**A. Unit and project related details**

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

S.N.	Particulars	Details
1.	Name of the project	"HCBS Auro Ville"
2.	Project location	Sector 103, Gurugram, Haryana
3.	Project type	Affordable Group Housing Colony
4.	DTCP License no. & validity status	02 of 2021 dated 21.02.2021
5.	HRERA registration	Registration no. 67 dated 12.10.2021
6.	Project area	8.75 acres
7.	Allotment letter	21.01.2022 (Page 14 of complaint)
8.	Unit no.	96A, Type 1 (Page 37 of complaint)
9.	Unit area admeasuring	643.25 sq. ft. (carpet area) 109.68 sq. ft. (balcony area) (Page 37 of complaint)
10.	Builder-Buyer Agreement	16.09.2022 (Page 45 of reply)
11.	Possession clause as per policy	<i>As per affordable housing policy 2013 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, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.</i>

		<i>The licence shall not be renewed beyond the said 4 years from the date of commencement of project.</i>
12.	Date of Building Plan	23.07.2021 (As per allotment letter mentioned by respondent page 37 of reply)
13.	Environment clearance	30.07.2022 (Page 24 of reply)
14.	Due date of possession	30.07.2026 (calculated from the date of environment clearance being later)
15.	Basic sale price	Rs.28,29,667/- inclusive of GST (page 15 of complaint) Rs. 28,01,650/- (As per the builder buyer agreement at page 51 of reply)
16.	Amount paid by the complainant	Rs.1,35,083/- (As per the reminder letter page 77 of reply)
17.	Demand Letter	05.01.2023, 01.12.2023 (Page no. 71 & 72 of reply)
18.	Reminders	08.11.2023, 08.12.2023 (Page no. 77 & 78 of reply)
19.	Newspaper publication	08.01.2024 (Page no. 84 of reply)
20.	Cancellation letter	29.01.2024 (Page 86 of reply)
21.	Amount refunded by the respondent on 09.08.2024	Rs. 6405 at page 88-89 of reply
22.	Occupation certificate	Not obtained
23.	Offer of possession	Not offered

**B. Facts of the complaint**

3. The complainant has made the following submissions: -

- I. That the complainant is a respectable and law-abiding citizen residing at H.no. 154, Village Bjaghera Sector-112, P.O. Palam Vihar, Gurugram. The complainant is an allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The respondent HCBS Developments Ltd. is a limited company and is *inter alia* engaged in the business of providing real estate services.
- II. That, in the year 2021, the respondent herein proposed to develop a residential project namely 'Auro Ville' situated at Sector-103, Gurgaon. The said housing project was proposed to be developed under the Affordable Housing Policy 2013, issued by the Government of Haryana, vide Town and Country Planning Department Notification dated 19.08.2013. The respondent herein as per the provisions of the Affordable Housing Policy, 2013 undertook and was obligated to hand over the physical possession of the said affordable housing project in four year as per clause 1(iv) of the policy. The due date of possession of the project as per allotment letter is 31.08.2025.
- III. That, on such presentation of proposals/claims by the respondent, the complainant believing in the offer as genuine, coupled with the fact that it is under the affordable housing scheme' within the control of Government of Haryana, applied for residential apartment ad-measuring 643.25 sq. ft. carpet area plus balcony area of 109.68 sq ft., accompanied with a two-wheeler parking space at a total sale

consideration of Rs. 28,29,667/- including taxes vide application bearing no. 23581, by submitting the prescribed 5% of the sale consideration.

- IV. That, thereafter, the complainant was allotted unit no. 96A, type-1 in tower a, 9<sup>th</sup> floor admeasuring 752.93 sq ft. having a total cost of Rs 28,29,667/- including taxes. That the complainant has paid an amount of Rs. 1,35,083/-.
- V. That the respondent has been issuing the demands and tax invoices for the further payment and has failed to execute the apartment builder buyer agreement/agreement to sell with the complainant. The complainant had applied for a home loan from Bank, and was informed by the bank that documents namely approved BBA, site plan, environmental clearance, NOC from fire department/ pollution control board/ airport authority besides undertaking, etc. would be required in order to sanction the loan and accordingly, the complainant requested the respondent to provide the necessary documents to the bank. The respondent failed to provide the documents and loan was not sanctioned. That the respondent stopped sending the demands for the said unit to the complainant.
- VI. That the complainant after failed to get the loan from the bank arranged the funds for payment through her sources and successfully have the money to make payment to the respondent. That the complainant visited the office of the respondent to make the payment and get the builder buyer's agreement registered several times, but

the respondent did not cooperate and asked the complainant that demand will be sent to them along with requisite interest then only the complainant has to pay the instalment.

VII. That after waiting for the sufficient time the respondent did not send the demand notices for the payment towards the allotted unit. In the month of July, 2024 complainant visited the office of the respondent to make the payment due towards the unit and to execute the BBA. The complainant was shocked to know that the respondent has cancelled the unit of the complainant and refused to accept the payment.

VIII. That the complainant requested to the respondent that they are ready to make the whole payment due to the respondent towards their unit but the respondent was adamant and did not receive any payment. The complainant visited the office of the respondent with the cheque to make payment. The respondent did not follow the process for the cancellation of the unit and did not send the cancellation notices to the complainant. If the complainant would have received the demand letters as promised by the respondent, complainant would have made the payments. The complainant is ready to make all the due payments as on date as well.

IX. That since the above-mentioned documents could have only been provided by the respondent, hence the complainant was left with no other option but to constantly request the respondent company's representatives to provide the same but instead of replying to the

emails or providing the documents, the respondent has chosen not to respond to complainant's legitimate and genuine request.

- X. That the respondent has not shared the requisite documents for sanction of loan and have instead illegally cancelled the allotment of the unit belonging to the complainant. The above cancellation is illegal, arbitrary and in sheer violation of the terms of allotment letter.
- XI. That the complainant understands that the respondent had no intention to offer possession of the unit in question to the complainant and he has been duped of his hard earned money in the garb of the investment in the respondent's project. The complainant kept painstakingly pursuing the respondent to restore allotment of the unit and to further make the payment of the unit due as on date but to no avail and the respondent, with a malafide intention has remitted Rs 6,405/- in the account of the complainant after deducting a huge sum of Rs 1,28,678/- towards forfeiture charges.
- XII. That no harm will be caused to the respondent in case the allotment of the unit of the complainant will be restored as the flat is in the affordable housing policy and the complainant is in dire need of the home. The construction of the unit/project is underway and not completed and the due date of possession is 31.08.2025.
- XIII. That the complainant is ready to make the whole payment due towards the unit after the revocation of the allotment of the unit. The respondent has no intention to restore the allotment of unit in the

said project and the complainant has been duped of his hard-earned money in the garb of the investment in their project. The aforesaid arbitrary and unlawful acts on the part of respondent have resulted into extreme kind of financial hardship, mental distress, pain and agony to the complainant.

XIV. That accordingly, the complainant is entitled to aforementioned reliefs in accordance with The Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017.

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

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

- I. Direct the respondent to withdraw the unit cancellation with respect to the apartment to the complainant.
- II. Direct the respondent to restore the allotment letter dated 21.01.2022 issued to the complainant.
- III. Direct the respondent to accept the payment due as on date after restoration of the allotment of unit.
- IV. Direct the respondent to provide all the requisite documents sought by the Bank for loan sanction.
- V. Direct the respondent not to charge or claim any charges other than the basic sale price, if any is being charged by the respondent, then the same may kindly be waived off being illegal, null, void, ab-initio, nonest in the eyes of law and not binding upon the rights of the complainant in any manner whatsoever.
- VI. Direct the respondent to pay Rs.50,000/- to the complainant towards the cost of litigation.

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 on the following grounds: -

- i. That the present complaint is based on an erroneous interpretation of the provisions of the RERA Act, rules and regulations of Affordable Housing Policy, 2013 as well as an incorrect understanding of the terms and conditions of the agreement dated 16.09.2022 as shall be evident from the submissions made in the following parts of the present reply.
- ii. That the complainant is estopped by their acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint. The allotment of the unit of the complainant was cancelled on 29.01.2024 due to the repeated defaults of the complainant.
- iii. That at this stage it is submitted that the respondent had obtained license no. 02 of 2021 dated 21.01.2021 from the Director, Town and Country Planning Department, Haryana for the development of an affordable housing project on the Project land under the Affordable Housing Policy 2013, issued by the Government, vide Town and Country Planning Department's Notification dated 19.08.2013 (the "Affordable Housing Policy").

- iv. That the respondent had already obtained the approval of the Building Plan on 23.07.2021. Moreover, the environmental clearance has also been obtained by the Respondent on 30.07.2022. The project of the respondent has also been registered with the Haryana Real Estate Regulatory Authority (the "RERA") vide RERA Registration No. 67 dated 12.10.2021.
- v. That the complainant being interested in the real estate development of the Respondent, known under the name and style of "HCBS Auroville" at Sector 103, Village- Tikampur, District Gurugram approached the respondent to purchase the unit and applied for the allotment under the scheme of Affordable Housing Policy, 2013 (as amended time to time). That upon the draw of lots and acceptance of his application for allotment of the unit, a flat bearing no. 96A on the 9<sup>th</sup> floor, Tower A, Type 1, tentatively measuring a carpet area of 643 sq. ft. was allotted to the complainant vide allotment letter dated 21.01.2022.
- vi. Thereafter, the respondent as per the terms and conditions of the allotment letter requested the complainant to pay the allotment demand and further requested the complainant to visit the office to sign the 'agreement for sale' within 15 days from the date of issue of the allotment letter. But despite multiple correspondences made, the complainant has failed to sign the "agreement to sale" on time as per the allotment letter and also failed to pay the demand raised along the allotment letter within the prescribed time limit. It is

submitted that the complainant has defaulted in timely payment from the very beginning.

- vii. Thereafter, an apartment buyer's agreement was sent to the complainant for signing the same, which was delayed by the complainant. Finally, the parties executed the apartment buyer's agreement on 16.09.2022. It is pertinent to mention that the agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the parties.
- viii. That the complainant had defaulted/delayed in making the due payments, upon which, reminders were also served to the complainant. The *bonafide* of the respondent is also essential to be highlighted in this instance, who had served several demand letters and reminders to the complainant to ensure that the payments are made in a timely fashion. A list of the demand letters and reminders is as under:

S. No.	Particulars	Stage/Milestone	Dated	Paid/Unpaid
1.	Demand Letter	<i>2<sup>nd</sup> Installments i.e. At the time of allotment of unit and BBA registration</i>	Due date of payment 31.01.2022	Unpaid
2.	Demand Letter	<i>3<sup>rd</sup> installment at the time of stilt level</i>	05.01.2023  Due date of payment 05.02.2023	Unpaid
3.	Reminder letter- 1		08.11.2023	Unpaid

4.	Demand Letter	<i>4<sup>th</sup> installment at completion of 20% structure (31 floors)</i>	01.12.2023 Due date of payment 01.01.2024	Unpaid
5.	Reminder Letter-II		08.12.2023	Unpaid

- ix. That the respondent issued the demand letters for the 2<sup>nd</sup> instalment i.e. at the time of allotment of unit and bba registration which was unpaid by the complainant. The respondent then issued a demand letter for the 3<sup>rd</sup> instalment i.e. at the stilt level on 05.01.2023 which is unpaid by the complainant. Thereafter the respondent issued another demand letter of 4<sup>th</sup> instalment i.e. at completion of 20% of Structure (31 floors) dated 01.12.2023 however, the complainant had failed to make payment of this instalment as well till the date of cancellation of the unit.
- x. That a similar obligation to make the payment against the Unit and the payment of interest in case of non-payment is also as per the Real Estate (Regulation and Development) Act, 2016, under Sections 19(6) and 19(7).
- xi. That upon delay being caused by the complainant on payment of different instalments, they were served with various demand letters and reminders as noted in the table. It is submitted that by not making the due payments, not only has the complainant violated the allotment letter but also the Real Estate (Regulation and

Development) Act, 2016, and the Affordable Housing Policy, 2013, under which, the complainant was obligated to make payment and despite repeated reminders and various opportunities, miserably failed to do.

- xii. That at this stage it is submitted that the Directorate of Town and Country Planning, Haryana in its letter dated 02.12.2021 had clarified that the construction of the overall project shall be considered for a construction linked payment plan for charging the instalments from the allottees. Since the very beginning the complainant had stopped making payments of the instalments and the last and only payment received before the date of cancellation from the complainant was on 20.01.2022 that was the booking amount of Rs. 1,35,083/-. The complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the respondent. As the complainant failed to make timely payment of the instalments, the complainant was served with reminder letters dated 08.11.2023, and 08.12.2023. Despite having received the reminder, the default of the complainant continued which compelled the respondent to cancel the allotment of the unit allotted to the complainant. Hence, the respondent in compliance with the Affordable Housing Policy, 2013 issued two public notices in *Nav Bharat Times* and *Time of India* on 08.01.2024.

- xiii. That it is of essence to note that upon the non-payment by the complainant, the complainant was considered in default under the agreement as well as the Act and Affordable Housing Policy, and upon the failure of the complainant to pay due amounts/instalments the respondent had the complete right to terminate the allotment of the complainant under clause 9.3 of the agreement and clause 5(III)(i) of the Affordable Housing Policy.
- xiv. That due to the continuous defaults of the complainant since the 2<sup>nd</sup> instalment i.e. at the time of allotment, the respondent was constrained to cancel the allotment of the complainant and the same was communicated to the complainant vide cancellation letter dated 29.01.2024.
- xv. That the right of the respondent to validly cancel / terminate the Unit arises also from the Model RERA Buyer's Agreement provided with Haryana Real Estate (Regulation and Development) Rules, 2107 which also recognizes the default of the allottee and the forfeiture of the interest on the delayed payments upon cancellation of the unit in case of default of the allottee.
- xvi. That, accordingly, after the termination of the allotment of the unit of the complainant, the complainant has been left with no right, title, interest, charge, or lien over the unit. After the termination of the allotment of the unit of the complainant, solely due to the default of the complainant, the respondent is well within their right to deduct the amount as per the Affordable Housing Policy Haryana (amended

from time to time) which provides the forfeiture for an amount of Rs 25,000, along with the applicable GST amount of interest accrued and payable on outstanding installments as per the terms of the agreement. Further in addition to Rs 25,000 the respondent is also entitled to the delayed payment interest till the date of termination and other non-refundable amount including the statutory dues paid against the unit. Further, in the present case, the respondent is entitled to deduct a further 3% of the cost of the flat as the unit was cancelled on 29.05.2024 which is within 2 years from the date of commencement of the project i.e. 30.07.2022. Reliance in this regard is placed on Clause 5(iii) (h) of the Affordable Housing Policy, 2013. The relevant clause is reproduced herein below:

“Clause h.....

(On surrender of flat by any successful allottee, the amount that can be forfeited by the Colonizer in addition to Rs. 25,000/- shall not exceed the following: -”

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

- xvii. That upon conjoint reading of clause 5(iii)(h) with clause 5(iii)(i), the object of the policy becomes clear that when there is any default on the part of the Allottee, whether the allottee surrenders the unit or the unit is cancelled, both scenarios lead to the reallocation of units, which requires additional resources and a stringent process. In the interest of justice, and considering the facts and circumstances of this case, it is reasonable to allow the further deduction of 3% of the cost of the flat along with an amount of Rs. 25,000/-.
- xviii. That the respondent sent a letter on 09.08.2024, informing the complainant to collect the refund of the balance amount. The letter also stated that the respondent had made multiple attempts to contact the complainant via various letters and calls, but received no response. As a result, the respondent issued a fresh cheque for the refund amount of Rs. 6,405/-, which was enclosed with this letter.
- xix. That without prejudice, it is also submitted that the obligation for making payment as per the payment plan was upon the complainant herself. However, the complainant had defaulted in making payments and hence, cancellation is a valid cancellation as per the terms and conditions of the allotment letter, the RERA Act, HRERA Rules, and the Affordable Housing Policy of 2013.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be

decided on the basis of these undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

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

**E.II Subject-matter jurisdiction**

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

**Section 11**

.....  
(4) The promoter shall-

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

**Section 34-Functions of the Authority:**

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

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

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

**F.I Direct the respondent to withdraw the unit cancellation with respect to the apartment to the complainant.**

**F.II Direct the respondent to restore the allotment letter dated 21.01.2022 issued to the complainant.**

**F.III Direct the respondent to accept the payment due as on date after restoration of the allotment of unit.**

**F.IV Direct the respondent to provide all the requisite documents sought by the Bank for loan sanction.**

**F.V Direct the respondent not to charge or claim any charges other than the basic sale price, if any is being charged by the respondent, then the same may kindly be waived off being illegal, null, void, ab-initio, nonest in the eyes of law and not binding upon the rights of the complainant in any manner whatsoever.**

12. 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.

13. The complainant was allotted unit no. 96 A, Type 1, in the project "Auro Ville" situated in Sector 103 by the respondent/builder under the Affordable Group Housing Policy 2013. A buyer's agreement was

executed on 16.09.2022. The possession of the unit was to be offered with 4 years from approval of building plans (23.07.2021) or from the date of environment clearance (30.07.2022) and whichever is later which comes out to be 30.07.2026. The complainant has paid a sum of Rs.1,35,083/-. Further, the complainant submitted that the respondent has not send the demand letters to the complainant had cancelled the unit of the complainant. The complainant also requested to the respondent that she is ready to make the whole payment due to the respondent towards their unit but the respondent was adamant and did not received any payment.

14. The respondent vide demand letters dated 05.01.2023 , 01.12.2023 and reminder letter dated 08.11.2023 and 08.12.2023 intimated the complainant for payment of the outstanding dues but she failed to adhere the same. It is observed that the complainant failed to pay the remaining amount as per the schedule of payment and which led to issuance of notice for cancellation by the respondent/builder dated 29.01.2024 after issuance of notice in newspaper.

15. Now, the question before the authority is whether this cancellation is valid or not. According to clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

*"If any successful applicant fails to deposit the installments 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 installments 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".*

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.
17. The cancellation letter has been issued by the respondent on 29.01.2024. On 08.01.2024, the respondent published a list of defaulters for payments in the daily Hindi newspaper and cancelled the unit as per the provisions of the policy and is valid one. Therefore, the cancellation done by the respondent is valid. But after cancellation the respondent has refunded an amount of Rs. 6405/- on 09.08.2024. Therefore, the deduction made by the respondent-builder while cancelling the unit is not as per the policy of 2013. Thus, the respondent/promoter is directed to refund the paid-up amount of Rs.1,35,083/- after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019 along with prescribed rate of interest i.e., @10.80% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of allotment of the unit i.e 29.01.2024 till the actual realization of the amount. The amount of Rs. 6405/- if already refunded by the respondent shall be deducted from the amount so assessed.

**F. VI. Direct the respondent to pay Rs.50,000/- to the complainant towards the cost of litigation.**

18. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of litigation expenses.

**H. Directions of the authority**

19. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The cancellation done by the respondent is valid. Therefore, the respondent/promoter is directed to refund the paid-up amount of Rs.1,35,083/- after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019 along with prescribed rate of interest i.e., @10.80% per annum as prescribed under rule 15 of the



Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of allotment of the unit i.e 29.01.2024 till the actual realization of the amount. The amount of Rs. 6405/- if already refunded by the respondent shall be deducted from the amount so assessed.

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

20. Complaint stands disposed of.

21. File be consigned to registry.

  
(Phool Singh Saini)

**Member**

  
(Arun Kumar)

**Chairman**

**Haryana Real Estate Regulatory Authority, Gurugram**

**Dated: 27.01.2026**

**HARERA**  
**GURUGRAM**