

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

---

**Date of Decision: July 16, 2026**

**Appeal No. 1171 of 2025**

M/s Ambience Projects & Infrastructure Private Limited having its Regd. Office at L-4, Green Park Extension, New Delhi, through its Authorized Signatory G. S. Sachdeva son of Sh. Harbhajan Singh Sachdeva, aged about 70 years.

... Appellant–Promoter

Versus

Anu KhatriR/o WA-21C, DLF Almeda, Sector-73, Gurugram, Haryana.

... Respondent– Allottee

**CORAM:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

**Present:** Mr. Sanjay Vij, Advocate with  
Mr. Uday Vij, Advocate,  
for the appellant.  
  
Mr. Rohit Sharma, Advocate,  
for the Respondent.

**ORDER:**

**RAJAN GUPTA, CHAIRMAN**

Present appeal is directed against order dated 12.08.2025, passed by the Authority<sup>1</sup>in Complaint No.238 of 2025 filed by the allottee. Operative part thereof is reproduced hereunder:

***“G. Directions of the Authority***

*16. 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 function entrusted to the authority under section 34(f):*

*a. The respondent is directed to handover the possession of an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased, within two months form the date of this order and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016 after clearing the outstanding dues if any since the third-party rights have already been created on subject unit.*

---

<sup>1</sup>Haryana Real Estate Regulatory Authority, Gurugram

*b. 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.*

*c. The respondent shall not charge anything from the complainants which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020."*

2. Factual matrix of the case is that the appellant-promoter launched a residential group housing project, namely "Ambience Creacions" situated in Sector-22, Gurugram, Haryana. The subject unit bearing No. B-704, Tower-B, 7th Floor, measuring 1860 sq. ft., was originally allotted to the complainant's mother, Smt. Shakuntla Khatri, vide provisional allotment letter dated 02.03.2019. Apartment Buyer Agreement was executed with the original allottee on 18.02.2021. Subsequently, endorsement was made in favour of the respondent-allottee on 11.02.2023. As per Clause 7 of the agreement, due date of possession of the unit was 31.03.2022. Occupation Certificate to the project was granted on 22.12.2023 and an offer of possession was made by the promoter on 12.01.2024 along with demand of outstanding dues. Pursuant to the demand letters, respondent-allottee paid Rs.99,18,518/- on 31.01.2024 and further Rs.33,06,173/- on 16.10.2024. She paid Rs.1,49,74,691/- against the agreed sale consideration of Rs.1,49,29,830/-. Despite making full and final payment as per the demands raised, the promoter refused to hand over possession unless the respondent-allottee agreed to purchase club membership for a sum of Rs. 12,00,000/- plus GST. Thereafter, appellant-promoter cancelled the allotment of the unit on 25.01.2025 on account of nuisance and misbehaviour by the parents of the respondent-allottee, which compelled the respondent-allottee to approach the Authority seeking setting aside of cancellation and grant of possession along with DPC.

3. Stand of the promoter before the Authority was that on 18.10.2024 and 08.11.2024 the allottee's father, stated to be a police

officer, allegedly insisted upon free club membership, threatened the management and created a scene in the office, thereby causing nuisance and jeopardising community well-being. Thus, the promoter cancelled the unit vide letter dated 25.01.2025 and thereafter, allotted the same to a third party, contending that the complainant had no subsisting right except to claim refund.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in para 1 of this order.

5. Feeling aggrieved, the appellant-promoter has filed the present appeal contending that the Authority erred in ignoring serious acts of alleged nuisance and threats attributed to the allottee's family and thus, the Authority ought to have recognised the promoter's right to protect its staff and community by cancelling the allotment. Counsel for the appellant-promoter asserted that an adequate refund along with interest had already been tendered and thus, no direction could be issued for restoration or alternative allotment once third-party rights stood created in respect of the subject unit. The appellant seeks setting aside of the impugned order and validation of the cancellation.

6. We have heard learned counsel for both the parties and carefully examined the record of the case.

7. The core issue, which arises for consideration before this Bench is, whether the appellant-promoter was justified in cancelling the allotment of the unit on the basis of allegations of nuisance or misbehaviour, notwithstanding the admitted fact that the allottee had paid the entire consideration demanded, and whether the Authority committed any illegality or perversity in directing allotment of an alternative unit.

8. It is not in dispute that the respondent-allottee has paid an amount of Rs.1,49,74,691/- as against the agreed sale

consideration of Rs.1,49,29,830/- for the unit in question. The promoter has not pointed out any clause in the Apartment Buyer Agreement or in the payment schedule which was breached by the respondent-allottee with regard to financial obligations. On the contrary, the material on record demonstrates that the respondent-allottee has fully complied with the monetary obligations under the agreement.

9. The ground for cancellation, as contended by the appellant-promoter is the alleged conduct of the allottee's parents during their visits to the promoter's office when, according to the promoter, they raised demands for free club membership, used abusive language and threatened staff. Even if these allegations are taken at face value, they do not, *ipso facto*, amount to a contractual ground for cancellation of allotment, particularly when the Apartment Buyer Agreement does not contain any clause that empowers the promoter to cancel the unit on the basis of alleged nuisance or misbehaviour unrelated to payment or other contractual defaults.

10. The promoter's attempt to condition handing over of possession upon mandatory purchase of club membership contrary to the discretionary nature of such membership under Clause 1.2(v)(a) of the Apartment Buyer Agreement, is itself arbitrary and contrary to the agreed terms. The complainant cannot be forced to incur club membership charges which are not expressly stipulated as mandatory, nor can refusal to accept such additional facility be treated as a default disentitling the allottee from possession of a fully paid unit. The Authority has, therefore, rightly directed that the promoter shall not charge anything from the complainant which is not part of the agreement and shall not levy holding charges, in accordance with the law laid down by the Hon'ble Supreme Court in Civil Appeal Nos. 3864-3889 of 2020.

11. Further the appellant's plea that third-party rights have been created in respect of the subject unit and therefore, the allottee can only seek refund, has also been adequately addressed by the Authority by granting relief in the form of an alternative unit of same size, similar location and at the same rate and specifications. This approach balances equities between the parties.

12. In view of the foregoing discussion, we are of the considered view that the impugned order does not suffer from any infirmity warranting interference.

13. Thus, the appeal filed by the appellant-promoter is accordingly dismissed. The impugned order is upheld in toto.

14. Copy of this order be sent to the parties/their counsel and to the Authority, Gurugram for compliance.

15. File be consigned to records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

July 16,2026/mk

