

BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM.

Complaint No. 4593 of 2025

Date of Decision: 30.07.2026

Rita Pandey, R/o 221, 1st Floor, Deep Plaza Complex, Opp. Civil Court, Gurugram-122001 (HR).

.....Complainant.

Versus

M/s Chirag Build-tech Pvt. Ltd., Address: Sector 95, Gurugram, Haryana.

.....Respondent.

APPEARANCE

For Complainant: Mr. Sanjeev Sharma, Advocate.

For Respondent: Mr. Garvit Gupta, Advocate.

ORDER

This is a complaint filed by Ms. Rita Pandey, (allottee) under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) against M/s Chirag Build-tech Private Limited (promoter/ developer).

2. Briefly stated, according to complainant, on 09.02.2018 after the RERA Act came into effect, an arbitrary and one-sided, Builder Buyer Agreement (BBA), a bare perusal of which makes it evident that the same is against the Model Agreement given under the RERA Rules, was executed between her (complainant) and the respondent.

Handwritten signature
AO

3. That as per clause 3.2 of the BBA, the respondent had to give the possession of the unit within 4 years from the date of approval of Buildings Plans, or grant of Environment Clearance, whichever is later. There respondent obtained the approval of Buildings Plans from DTCP, Haryana on 07.12.2016 and the necessary Environment Clearance was duly granted on 09.10.2017.

4. That keeping the requirements of clause 3.1 of BBA dated 09.02.2018 and the Haryana Government's Affordable Housing Policy, the possession of the Unit was to be granted within 4 years from 19.10.2017 and comes up to be 19.10.2021.

5. That respondent issued an Allotment Letter on 13.04.2018 for Unit bearing No. 508, 5th Floor, Tower-B. The Occupation Certificate was only received by the respondent on 22.02.2022 vide memo no. ZP-1133/SD(DK)/2022/5333. Thus, it is clearly evident that even the receipt of OC was obtained after a delay of 4 months from the due date of possession.

6. That on 23.02.2022 respondent offered an illegal offer of possession to the complainant herein. This alleged offer of possession was also accompanied with an unjustified and unwarranted demand letter dated 23.02.2022.


A-0

7. That instead of adhering to RERA Rules and adjusting the requisite DPC, respondent issued a Cancellation Letter dated 10.10.2022. Nowhere did the respondent adjust the DPC owned to the complainant. Respondent even till today has not obtained the Completion Certificate in respect of the Project and thus, the Project as on date is an under construction/on-going project.

8. That she (complainant) has paid an amount of Rs.27,00,922/- where the total sale consideration of the Unit in question is only Rs.26,26,480/-. These figures can be confirmed from the order dated 29.05.2024 passed in Complaint No. 5281/2022, which was a complaint filed by the complainant herein u/s 31 of the RERA Act.

9. That the respondent has miserably failed to hand over the possession as per terms of BBA and as per the undertaking given before Hon'ble Authority.

10. Contending all this, complainant has sought following compensations: -

- i) To direct the respondent to pay compensation of Rs.25,000/- per month from 19.10.2021 (due date of possession) till actual handing over of possession (46 months so far, as on date of compensation complaint),
- ii) To direct the respondent to pay compensation of Rs.10,00,000/- for causing mental agony,
- iii) To direct the respondent to pay litigation cost of Rs. 2,50,000/-,


A0

iv) To pass any other relief/direction as it may deem fit.

11. The respondent contested the complaint by filing a written reply. It is averred that the present complaint is neither maintainable nor tenable and is liable to be out-rightly dismissed. The complainant was aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the Affordable Scheme Policy and moreover, the complainant had also perused and signed Annexure A of the application form which contained the payment plan which specifically stated the stage of payments.

12. That the payment plan of the unit booked by the complainant was strictly as per the notified Affordable Scheme Policy, 2013. The complainant at the time of submitting the booking application form had made the payment towards 5% amount of the total cost of the unit as per the Affordable Scheme Policy, 2013. The complainant signed the agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the said agreement.

13. That when the complainant specifically assured the respondent that she would abide by her contractual obligations of making timely payment, only then the respondent issued its permission to mortgage the unit in the favour of ICICI Bank vide letter dated 20.02.2018.

 AB

14. That the respondent completed the construction of the tower in which the unit allotted to the complainant was located and offered the possession to the complainant vide offer of possession dated 23.02.2022. The complainant was required as per the said offer of possession to make complete payment towards the due amount as well as to complete the documentation formalities.

15. That the respondent demanded Rs.2,68,574.19 from the complainant as per the demand letter dated 12.05.2022. On account of such delay, the respondent had demanded interest from the complainant as per the prevailing law and the same is evident from a bare perusal of the said payment demand. On account of defaults committed by the complainant, the respondent was left with no other choice but to terminate the allotment of the complainant by issuing the cancellation letter dated 10.10.2022.

16. Contending all this, respondent has prayed for dismissal of complaint.

17. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and perused the record.

18. As described above according to respondent, present complaint is neither maintainable nor tenable and is liable to be out-rightly


A0

dismissed. Learned counsel for the same i.e. respondent pointed out that present complainant approached the Authority, Gurugram by filing a complaint no. 5281 of 2022 and the Authority has held that his client i.e. respondent did not delay the completion of project/unit.

19. Filing of such complaint is not denied on behalf of complainant. An order of the Authority dated 29.05.2024 has been put on file. Following was held by the Authority: -

Para no. 26. "Thus, the authority is of the view that there has been no delay on the part of the respondent in completing the project. The respondent has completed and offered the possession of the unit to the complainant as the agreement within the agreed timelines. Hence, the relief of the complainant regarding delayed possession charges does not hold any substance and is hereby declined".

20. Sub-rule (1) (a) of Rule 29 of The Haryana Real Estate (Regulation and Development) Rules, 2017 provides that any aggrieved person may file an application/complaint with the adjudicating officer for adjudging quantum of compensation as provided under sections 12, 14, 18 and 19, where violation by the promoter has been established by the Authority in an inquiry under section 35.....

21. As mentioned above, during an inquiry the Authority was of the opinion that there has been no delay on the part of the respondent in completing the project. In this way, violation by the promoter i.e.


AO

respondent was not established. The complainant is thus not entitled to any compensation in this case.

22. Complaint in hands is thus dismissed. File be consigned to the record room.

Announced in open Court
today i.e. **on 30.07.2026.**


(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Present: Mr. Sanjeev Sharma, Advocate for the complainant.
Mr. Garvit Gupta, Advocate for the respondent.

Complaint is disposed of, vide separate order today.

File be consigned to record room.


(Rajender Kumar)
Adjudicating Officer,
30.07.2026