

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

Complaint no. : 5689 of 2025
Date of filing : 19.11.2025
Date of decision : 19.05.2026

Lalit Kapur & Reetu Kapur
Regd. Address: Flat no. A-1/1802, Tata La Vida,
Sector 113, Gurugram, Haryana -122017

Complainants

Versus

M/s Whiteland Corporation Private Limited
Regd. office: Worldmark Gurugram, Unit No
1001, 10th Floor, Maidawas Road, Sector-65,
Gurugram, Haryana - 122001

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Gaurav Rawat (Advocate)
Sh. Harshit Batra (Advocate)

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
i.	Name of the project	"Urban Resort at Revenue Estate of village Dhanwapur", Sector-103, Gurugram
ii.	Project area	9.58125 acres
iii.	Nature of the project	Mixed Land Use Colony
iv.	RERA Registered or not	Registered/838/570/2024/65 dated 18.06.2024
v.	DTCP License	263 of 2023 dated 12.12.2023
vi.	Application form	Undated (at page no. 38 of complaint)
vii.	Welcome letter	19.12.2024 (at page no. 44 of complaint)
viii.	Allotment letter	08.02.2025 (as per page no. 48 of complaint)
ix.	Date of buyer's agreement	Undated (page no. 93 of complaint)
x.	Unit no.	T2-3303, 33 rd floor, Tower-T2 (Page no. 40 of complaint)

xi.	Unit area admeasuring	2537 sq. ft. (Super Area) (Page no. 40 of complaint)
xii.	Due date of possession	30.11.2031 (at page no. 49 of complaint)
xiii.	Total sale consideration	Rs.5,04,57,789/- (as per page no. 50 of complaint)
xiv.	Amount paid by the complainant	Rs.47,20,578/-
xv.	Payment plan	Time and construction linked plan at page no. 41 of the complaint
xvi.	Occupation certificate	Not obtained
xvii.	Offer of possession	Not offered
xviii.	Unit cancelled	26.08.2025 (at page no. 88 of reply to the application filed by respondent)
xix.	Reminders to the complainant	04.08.2025 19.08.2025 (at page no. 84-87 of reply to the application filed by respondent)
xx.	Amount Refund by respondent	16.10.2025 Rs.7,20,578/- (admitted by respondent)
xxi.	Unit allotted to 3 rd party	Vide allotment letter dated 17.09.2025 at page no. 92 of reply to the application filed by respondent Agreement dated 2.09.2025 at page no. 103 of reply to the application filed by respondent)

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:
- a. That the complainants are the allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The respondent, advertised about its new project namely 'URBAN RESORT in Sector 103 of the Gurugram. In 2024, the Respondent Company issued an advertisement announcing a group housing project "Urban Resort" at Revenue Estate Of Village Dhanwapur, Sector-103, Gurugram was launched by respondent, under the license no. 263 of 2023 dated 12.12.2023, issued by DTCP, Haryana, Chandigarh, situated at Revenue Estate Of Village Dhanwapur, Sector-103, Gurugram, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the project. Respondent confirmed that the projects had got Building Plan Approval from the Authority.
 - b. That relying on various representations and assurances given by the Respondent company and on belief of such assurances, complainants as expression of interest, booked a unit in the project by paying an amount of Rs.40,00,000/- towards the booking of the said unit bearing no. T2-3303, on 33rd Floor, tower T2, having carpet area measuring 1388 sq. ft. and balcony area 419.80 Sq. Ft. to the respondent dated 06.04.2024 and the same was acknowledged by the respondent.
 - c. That as per the provisions of the RERA Act, 2016, no builder/promoter can take advance amount without getting the project registered with the HARERA Authority, GGM but in the

present complaint respondent got the project registered with HARERA on 18.06.2024, almost after delay of 8 months after taking the booking amount from the complainant. Furthermore, respondent even did not take the amount in the ESCROW Account as mandatory as per the provisions of the RERA Act,2016. Furthermore, respondent at time of taking booking amount shared the cost sheet as per same the total sale consideration was agreed upon was Rs.5,09,82,414/-, and got the blank booking application form sign along with NOC/ consent letter for change in plan. Thereafter, in order to dupe the complainants further send letter dated 19.12.2024 and expression of interest letter dated 19.12.2024.

- d. That the complainant paid Rs lakh vide cheque no.468922 dated 06.04.2024, till date no receipt was provided and the same amount was not even mentioned in AFS as well. That on 19.12.2024, the complainant got a comfort letter followed by allotment letter on 08.02.2025. On 25.04.2025 blank application form voluminous document got signed under coercion and no copy of it was provided. In March 2025, the complainants received copy of Agreement for Sale along with Supplementary Agreement, immediately reverted back asking for clarifications and about details / copies of all the documents which were mentioned in the agreements.
- e. That the Respondents never responded in spite of repeated reminders. On 29.04.2025 they acknowledged having received the mail stating that they are forwarding it to their concerned Department. At last reply was received from the respondent on

3.05.2025. Thereafter mails were sent by the complainants asking for clarification but same was never replied by the respondent. Suddenly the complainant received the cancellation letter. In between the respondents had been asking for payment instalments to which the replies are enclosed herewith. The complainant is willing to sign and execute any document which is RERA approved and pay the instalments which are due as per plan.

- f. That as per bare perusal of AFS shows many clauses are one sided. That respondent sent an allotment letter dated 08.02.2025 to the original allottee confirming the booking of the unit, allotting a unit no. T2-3303, on 33rd Floor, tower T2 carpet area measuring 1388 sq. ft. and balcony area 419.80 Sq. Ft. in the project of the developer for a total sale consideration of the unit i.e. Rs.5,29,80,679/-, which includes basic price Plus EDC and IDC, Car parking charges of, PLC, IFMS and other Specifications of the allotted unit and providing the time frame within which the next instalment was to be paid. The respondent acting arbitrarily increased the cost of the unit from Rs.5,09,82,414/- to Rs.5,29,80,679/- thereafter, despite repeated reminders and emails from the complainants till date respondent failed to provide any justification to same. The respondent sent allotment letter after a delay of more than 8 months which is against the provisions of the RERA Act,2016 and Rules made thereafter.
- g. That after repeated reminders and follow ups with the respondent. Respondent finally after delay of almost year sent agreement to sell. The respondent acting arbitrarily increased the

- cost of the unit from Rs.5,09,82,414/- to Rs. 5,39,02,605/- and also increase the area from carpet area measuring 1388 sq. ft. to 1431.00 sq. ft without providing the justification.
- h. That as per the demands raised by the respondent, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs.47,20,578/- towards the unit against total sale consideration of Rs.5,09,82,414/-. The respondent never provided receipt of Rs.40 Lakhs paid to Whiteland Pvt. Ltd. Corporation.
- i. That the respondent has charge the complainant on the super area i.e. 2537.48 sq. ft. @ Rs.20,500/-per sq. ft. which is against the provisions of the RERA Act,2016 and the rules,2017 made thereof. As per provisions of the RERA Act, necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent to charge on the carpet area instead of the super area of the unit.
- j. That the booking was made on April,2024, after coming into force of the RERA Act,2016 and as per the Act, after coming into force of the Act the respondent is under obligation to get the buyers agreement executed as per the sample agreement provided under the Act, and HARERA Rules, 2017, made thereafter, but in the present complaint the respondent failed to comply with the same. The respondent has collected approximately Rs.47,20,578/- till date without executing the builder buyer agreement.
- k. That on 30.08.2025, when complainant visited the office of the respondent it was shocking for the complainant that representatives of the respondent informed the complainant that

their unit has already been stands cancelled on 26.08.2025, when complainant asked to provide the copy of the cancellation letter as they never received the same till date thereafter same was provided. Further there is no written communication from respondent side with respect to issues raised by the complainants. The respondent wrongly mentioned the total amount paid i.e. Rs.7,20,578/-instead of Rs.47,20,578/-, then how can respondent have raised demand of Rs.1,81,11,341/-, without executing the builder buyer agreement. Hence, the said demands are void, illegal and needs to be quashed.

- i. That thereafter, respondent on 16.10.2025, refund the amount paid by the complainants vide RTGS/WHITE LAND CORPORATIO.UTR: ICIC161025684371 of Rs.7,20,578/- on 16.10.2025 and Rs.40,00,000/- on 16.10.2025 through RTGS ICICR52025101600684532. That the complainants are willing to continue with the project and ready to make the further payment return the above-mentioned amount.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - a. Direct the respondents to hand over the possession of the unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.
 - b. Restrain the respondent from raising fresh demand for payment under any head till execution of the BBA.
 - c. Quash the illegal demand of respondent without execution of BBA.

- d. Direct the respondent to set aside the cancellation letter dated 26.08.2025 and restraining the respondents from charging any penalty from complainants.
- e. Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
- f. Direct the Respondent to execute the agreement to sell with the complainants on the terms and condition as per the allotment letter and as per prescribed format provided under the act.
- g. Appoint the local commissioner for inspection of the unit and project and thereafter, give the final report in relation to deficiencies in the project and illegally increased area.
- h. Direct the respondent not to force the complainants to sign the supplementary agreement.
- i. To initiate the penal proceedings against the respondents for contraventions of the provisions of the RERA Act and Rules.
- j. Direct the respondent to provide the exact lay out plan of the unit and justification for increased in the area.
- k. Direct the forensic audit of the respondent bank account.
- l. To verify Quarterly progress report.
- m. Direct the respondent not to charge and market on the super area as same is misleading and misrepresentation of price in violation of RERA act.
- n. Restrain the respondent from branding the project as Westin Residences with disclaimer. In RERA the project is registered as Urban Resort and only it should be used for all marketing purpose. Marketing be done as per HARERA guidelines and compliance.

- o.** Direct the respondent not to force the complainants to sign any agreement or any document which is not approved by the Authority or is not aligned with RERA Act/ RERA Rules or any other Act.
 - p.** Set aside one-sided agreement and declare it to be unfair practice.
 - q.** Revoke the licence of the respondent for flouting its terms and conditions.
 - r.** Declare the Affidavit cum Declaration in the RERA application as null and void and RERA registration be revoked. As per the documents uploaded on RERA website, no encumbrance certificate is attached. But, the copy of BBA says the land is mortgaged.
- 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 has contested the complaint on the following grounds
- a.** That the present complaint should be dismissed at the very outset, on account of non-existence of any *prima facie* case in favour of the Complainants. That the true and complete facts and circumstances have not been noted by the Complainants, rather, they have attempted to mislead this Authority by making false averments and stating untrue and/ or incomplete facts, and as such are guilty of *suppression veri* and *suggestion falsi*.
 - b.** That the present complaint is in respect of the unit no. T2-3303, 33rd floor, in Tower 2 in the real estate project registered under the name

- and style of "Urban Resort". The present project in question relates to one of the phases expanding over 5.86296 acres. That the Respondent craves leave of the Authority to bring on record, such documents related to the Project, and approval of its registration, as may be required, from time to time.
- c. That the Promoter had sought to conceptualise the Project with its association with esteemed luxury hospitality brand **Westin Residences**, with the management of the Project through Marriott Hotels India Pvt. Ltd. and its affiliates, through a Residential Management Agreement. That for these limited purposes, the trademark of Westin Residences is being used, till the validity of such Residential Management Agreement. With such association, the Project is set out to mark a monumental milestone in luxury living, and, adoption of global standards of service. The involvement of Marriott and Westin Residences reinforces the Project's credibility, integrity, and long-term value proposition for all stakeholders, including investors.
- d. That attaining knowledge of the association, the Complainants, being interested in the same, conducted their due diligence, and after having been independently, and completely satisfied with the arrangement, and all the aspects, details, construction status, etc., of the Project, the Complainants sought the booking of a unit vide the application form bearing no. 41 dated 08.02.2025 along with the cheque bearing no. 018027 for booking amount of Rs. 7,20,578/- dated 12.02.2025, against the acceptance of which, receipt dated 12.02.2025 was issued. That in respect to the aforementioned arrangement with Marriott Companies, the Complainants were well

aware of the arrangement and had agreed to be bound by the same and made due assurances and warranties, as is evident from Clause 1, Clause 2, Clause 3, Clause 4, Clause 90 and 91 of the Application Form. The Clauses also set out the consent of the Complainants towards the payment of such management fees, and other costs, as detailed therein. That hence, any assertion or allegation against the Respondent or the use of Westin Residences or involvement of the same being beyond the consensus of the parties, is vehemently denied. That additionally, as per the booking application form, the unit being booked was tentative in nature.

- e. That thereafter, the offer of the Complainants was accepted subject to the terms and conditions of the Application form and the tentative allotment letter dated 08.02.2025 was issued to the Complainants for the unit T2-3303, 33rd floor, in Tower 2, tentatively admeasuring 128.95 sq. mt. (later, 132.98 sq. mtr.) Carpet Area. The carpet area shall only be confirmed after the completion of construction
- f. That the Complainants agreed of their obligation to execute the Buyer's Agreement. That in absence of the compliance of this obligation, and no execution of any mutually agreed document, the tentative allotment did not stand. That it was with the execution of the Application Form only that the complete terms of the Agreement were read, and understood and agreed to be executed in the future, as evident from Clause 10 of the Application Form. That furthermore, the obligation of execution of this Agreement and any other papers, documents etc. was agreed with, under Clause 15 of the Application form and Clause 7 of the Allotment Letter. That accordingly, the promoter shared the Buyer's Agreement and the Supplementary

- Agreement for execution vide letter dated 06.03.2025. That certain queries were raised by the Complainants relating to the execution of the Agreement, which were duly resolved first through verbal communications and thereafter vide email dated 03.05.2025. That every query raised by the Complainants was duly resolved, despite which, the Complainants failed to execute the agreement
- g. That thereafter, building plans for the project were revised, and additional license was obtained by the Promoter in accordance with law and accordingly, the amendment in the RERA Registration was sought by the Promoter. That with the revision of the plans, the area of the Project was increased from 1.9610 acres to 5.86296 acres, which further resulted in an increase in the area of the unit. This increase in area was duly informed to the Complainants vide email dated 12.05.2025. That the only change from the previous agreement was relating to the unit, pricing details and site plan as was approved by the competent authorities. Hence, the Complainants, after having been sent the revised agreement, were again requested to execute the same, along with a Supplementary agreement relating to the arrangement with the Marriott Companies, in accordance with the terms of the Application Form.
- h. That the increase in the area of the Unit was within the permissible limits and within the agreed terms of the tentative allotment letter, as is evident from Clause g of the Allotment letter. That the obligation has also been ascertained under the Model RERA Agreement, appended with the Haryana RERA Rules, which allows the charge of an increase of upto 5%. The increase, is within these limits. That, hence, it fell within the obligation of the Complainants to make the

payment towards the revised area, as per the revised Total Sales Consideration, which, the Complainants had miserably failed to do. That at this stage, and without prejudice to the rights and submissions of the Respondent, it is of essence to note that no payment, even as would have accrued as per the Complainant, has been made by the Complainant, much less, the actually accrued amount.

- i. That the Complainants miserably failed in the execution of the agreements, and hence, no right under the tentative allotment stood in favour of the Complainants. That even as on this date, the original copies of the agreements are in possession of the Complainants. That with such default of the Complainants, the following reminders were issued to the Complainants, giving various opportunities to rectify the default i.e. 04.08.2025 & 19.08.2025.
- j. That despite having issued various reminders, the Complainants miserably failed in coming forward for the execution of the said Agreement, thereby leading to the cancellation of the unit vide Cancellation letter dated 26.08.2025. Needless to say, that the Respondent has given ample time and opportunity to the Complainants to execute the agreements. The Respondent has suffered losses due to the default of the Respondents as the Respondents neither executed the agreements nor made payment of even the total booking amount. Respondent was left with no other option but to terminate the allotment.
- k. That not only did the Complainants fail to execute the Agreements, but also failed to make the due payment, as per the agreed terms of the Allotment/Agreement. That, while the demands as per the

payment plan, were raised vide demand letters and reminders dated 08.04.2025, 22.05.2025, 04.06.2025, 12.06.2025, 16.07.2025, and 01.08.2025, however, the Complainant was time and again requested to execute the Agreements prior to making the payment. That, however, neither did the Complainants execute the Agreement, nor did they make any due payments.

- l. , as evident from the Statement of Accounts. and in such circumstances, allowed the Respondent to forfeit the amounts paid, however, acting in utmost *bonafide and as a gesture of goodwill without being bound to do so*, the Respondent refunded the entire amount back to the Complainants, which is admitted by the Complainants. That hence, the entire amount paid by the Complainants stands remitted back to them, and has been kept with them in their account. That no part of the amount paid by the Complainants has been retained by the Respondent.
- m. That in the facts of the present case, when the terms of allotment were subject to the execution of the agreement and no agreement has been executed, and entire amount paid, stands refunded back to the Complainants, there stands no right or equity in favour of the Complainants. That consequently, there exists no subsisting monetary claim, cause of action, or surviving grievance that would entitle the Complainants to invoke the jurisdiction of this Authority. That the complete enrichment of the amount paid by the Complainants is being enjoyed by the Complainants only, and not the Respondent.
- n. That after such lawful and valid cancellation on the part of the Respondent, and due refund having been made to the Complainants,

there stood no financial or contractual obligation on part of the Respondent. That subsequently, the Unit was allotted to one Ms Gazal Sharma vide allotment letter dated 17.09.2025 and an agreement has also been executed between the parties. That the said third party has made a substantive payment of 15,25,000/- to the Respondent.

- o. That the act of the complete refund shows that since the booking formalities were not completed, hence, the booking has been rejected, after giving multiple reminders. That today, the unit stands allotted to a third party. That hence, the parties stand at the position, as they were prior to the initiation of the booking, where the Respondent has dealt with the unit, as per its discretion, and the Complainants enjoys the enrichment of their amount. That seeking possession of the unit at this stage, would take the Authority to stand as a facilitator of booking, which is beyond the legislative intent, and cannot be allowed, in any manner whatsoever. That after the sale having been made to the 3rd party, there is no right or entitlement in favour of these Complainants.
- p. That the Complainants are not 'allottees' under the Section 2(d) of the RERA Act. The relationship of promoter and allottee, as contemplated under the Act, arises only upon the existence of a concluded and legally enforceable agreement between the parties, reflecting mutual consensus ad idem with respect to the essential terms of allotment. That such consensus is derived from the execution of an agreement between the parties on the terms and conditions, as may be agreed between the parties, which has not been executed in the present complaint. The intent with which the

unit was sought to be booked was as per the terms of the booking form, which would only bind the parties once the Agreements on those terms is executed.

- q. That the terms of the allotment were subject to the final terms and conditions to be executed in form of agreements, as were duly and timely shared by the Complainants. That however, with the default of the obligation of execution of the agreement, the terms of the tentative allotment cannot be relied upon, especially in a circumstance where only about 1% of payment has been made by the Complainants. In the absence of a duly executed agreement for sale or no statutory relationship of promoter and allottee came into existence.
- r. That the mere payment of a token amount of about Rs. 7.20 lakh which does not even form part of the complete booking amount of 10%, in the absence of a concluded contract, does not create any vested or enforceable right in favour of the person making such payment.
- s. That the failure of the Complainants in executing the agreement and making the due payment has resulted in violation of sections 13, and 19(6) of the RERA Act, 2016. That the default of the Complainants in executing the agreement persisted since 06.03.2025 when the agreement was sent for execution and again on 12.05.2025 when the revised agreement was shared with the Complainants, and upon the failure of rectification of such default led to the cancellation on 26.08.2025.
7. Copies of all the relevant documents have been filed and placed on 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

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 complainants.

- F.I** Direct the respondents to hand over the possession of the unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.
- F.II** Restrain the respondent from raising fresh demand for payment under any head till execution of the BBA.
- F.III** Quash the illegal demand of respondent without execution of BBA.
- F.IV** Direct the respondent to set aside the cancellation letter dated 26.08.2025 and restraining the respondents from charging any penalty from complainants.
- F.V** Direct the respondent not to force the complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
- F.VI** Direct the Respondent to execute the agreement to sell with the complainants on the terms and condition as per the allotment letter and as per prescribed format provided under the act.

- F.VII** Appoint the local commissioner for inspection of the unit and project and thereafter, give the final report in relation to deficiencies in the project and illegally increased area.
- F.VIII** Direct the respondent not to force the complainants to sign the supplementary agreement.
- F.IX** To initiate the penal proceedings against the respondents for contraventions of the provisions of the RERA Act and Rules.
- F.X** Direct the respondent to provide the exact lay out plan of the unit and justification for increased in the area.
- F.XI** Direct the forensic audit of the respondent bank account.
- F.XII** To verify Quarterly progress report.
- F.XIII** Direct the respondent not to charge and market on the super area as same is misleading and misrepresentation of price in violation of RERA act.
- F.XIV** Restrain the respondent from branding the project as Westin Residences with disclaimer. In RERA the project is registered as Urban Resort and only it should be used for all marketing purpose. Marketing be done as per HARERA guidelines and compliance.
- F.XV** Direct the respondent not to force the complainants to sign any agreement or any document which is not approved by the Authority or is not aligned with RERA Act/ RERA Rules or any other Act.
- F.XVI** Set aside one-sided agreement and declare it to be unfair practice.
- F. XVII** Revoke the licence of the respondent for flouting its terms and conditions.

F. XVIII Declare the Affidavit cum Declaration in the RERA application as null and void and RERA registration be revoked. As per the documents uploaded on RERA website, no encumbrance certificate is attached. But, the copy of BBA says the land is mortgaged.

12. The above-mentioned reliefs sought by the complainants, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.
13. In the present matter the complainants were allotted unit no. T2-3303, on 33rd floor in Tower-T2, admeasuring 2537 sq. ft. (super area) in the project "Urban Resort" at Revenue Estate of village Dhanwapur, Sector-103 by the respondent-builder for a sale consideration of Rs.5,04,57,789/- and the complainants have paid a sum of Rs.47,20,578/-. That the welcome letter was executed on 19.12.2024 and further the Allotment letter was executed on 08.02.2025 between the complainant and respondent regarding the unit. Further the respondent duly shared agreement for sale with the complainants but till date the complainants failed to execute the same.
14. That as per allotment letter dated 08.02.2025, the complainants opted for time and construction link plan, but the complainants failed to adhere the agreed payment plan.
15. In the present complaint, the respondent sent reminder on 04.08.2025 & 19.08.2025 to the complainants and further cancelled the allotted unit on 26.08.2025, due to non- execution of BBA & non-payment as

per payment plan i.e. Schedule-A of the allotment letter dated 08.02.2025. As per the documents available on record, till date complainant had made a payment of Rs.47,20,578/- out of total sale consideration of Rs.5,04,57,789/- even at the time of cancellation.

16. Further, the complainants raised contention that the primary reason for delay in making further payments was the non-execution of agreement for sale. On the side the counsel for the respondent states that the respondent sent multiple reminders to the complainants to execute the agreement for sale however, the complainants did not come forward to execute the same and therefore the respondent was constrained to cancel the allotment of the unit, after following the due process of law. While the entire 1% could have been forfeited as per RERA, the same was completely refunded to the complainants.
17. That in the regard of cancellation, reference needs to be made to the payment plan, as mentioned in the **Scheule-A** (Payment Plan) of the Allotment letter dated 08.02.2025. The payment plan is given below in tabular form for ready reference:-

Sr. No.	Milestone	Percentage	Total Cost	TPR Benefits	Net Cost After TPR
1.	At the time of booking	9.00%	4541201.08	0.00	4541201.08
2.	Within 45 Days of Booking or Execution of AFS whichever is later	11.00%	5550356.88	0.00	5550356.88

3.	Within 75 Days of Booking	10.00%	5045778.98	0.00	5045778.98
4.	Within 120 Days of Booking or start of Excavation Whichever is later	5.00%	2522889.49	634370.00	1888519.49
5.	On completion of 20 th Floor Slab	15.00%	7568668.47	0.00	7568668.47
6.	On Completion of Super Structure	15.00%	7568668.47	634370.00	6934298.47
7.	On Application of Occupation Certificate	25.00%	12614447.45	634370.00	11980077.45
8.	On Offer of Possession	10.00%	5045778.98	0.00	5045778.98
9.	On Offer of Possession*	100.00%	750000.00	0.00	750000.00
		IFMS			
Total		100.00%	51207789.80	1903110.00	49304679.80

18. That the booking of the subject unit was made by the complainant in 2024 and welcome letter was executed on 19.12.2024 further, allotment was made on 08.02.2025 and an amount of Rs.7,20,578/- paid by the complainants in lieu of the booking amount. As per the agreed payment plan, an amount of Rs.45,41,201.08/- was to be paid by the complainant on or before 19.12.2024 under the head of **"at the time of Booking"** and Rs.55,50,356.88/- was to be paid under the head of **"within 45 days booking (i.e.03.02.2025) or execution of**

agreement for AFS (i.e.06.03.2025 shared by respondent via E-mail), *whichever is later*". However, the complainants failed to make the balance payments in terms of the above payment plan as discussed in para 17 above.

19. The respondent states that they are raising demands from the complainants-allottees to make balance payment by giving various opportunities to rectify the default i.e. 04.08.2025 & 19.08.2025, unfortunately, the complainants failed to make payment as per agreed payment plan but having no positive results, the respondent cancelled the unit vide letter dated 28.06.2025. That the demands as per the payment plan, were raised vide demand letters and reminders dated 08.04.2025, 22.05.2025, 04.06.2025, 12.06.2025 and 16.07.2025, but the Complainants failed in making the further payment.
20. That with the cancellation of the Unit, and the fact that the Complainants had paid only approximately 1% of the total consideration. The entire amount paid by the Complainants stands remitted back to them, and has been kept with them in their account and the same refunded amount was admitted by the complainants also. That no part of the amount paid by the Complainants has been retained by the Respondent. Consequently, there exists no outstanding financial debt, liability, performative duty, or statutory obligation upon the respondent. The Authority is of view that upon receiving the full refund without demur, the relationship of the allottee and promoter came to

a legal end. The complainants have waived their rights, if any, to pursue further litigation regarding the allotment. A contractual or statutory claim cannot survive in a vacuum once the underlying financial transaction has been legally undone.

21. As per document available on record, the respondent already refunded the entire amount paid by the complainants and no amount has remained due from the respondent. Further third party right also created by the respondent company on the subject unit.
22. The Authority is of view that the complaint is dismissed being not maintainable.
23. Complaint stands disposed of.
24. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.05.2026