BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**1411 of 2026**
Date of filling:	**10.04.2026**
Date of decision:	**22.05.2026**

Jyotika Arora (Through GPA holder Mr. Sumesh Malhotra)
R/o Unit 205, Emaar the Palm Square, Sector 66, Golf Course Extn. Road, Gurugram – 122102 — **Complainant**

Versus

Perfect Buildwell Private Limited
Office address: D-64, Defense Colony, New Delhi. — **Respondent**

CORAM:

Shri Arun Kumar — **Chairman**

APPEARANCE:

Ms. Swishi Jain (Advocate) — Complainant
Ms. Ankur Berry (Advocate) — Respondent

ORDER

1. The present complaint dated 10.04.2026 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 as provided under the provision of the Act or the Rules and

regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details.

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

S.No.	Particulars	Details
1.	Name of the project	"ZARA AAVAS" Sector, 89 Gurgaon
2.	Nature of Project	Affordable Housing
3.	DTCP License	12 of 2014 dated 10.06.2014 valid upto 09.12.2019
4.	HRERA Registration	Registered Vide no. 152 of 2017 dated 28.08.2017 valid upto 31.12.2019
5.	Allotment letter	18.10.2016 (page 26 of complaint)
6.	Unit no.	03, Ground Floor, Tower-11 (page 26 of complaint)
7.	Unit admeasuring	301 sq. ft. (carpet area) (page 26 of complaint)
8.	Possession Clause (as per affordable housing policy, 2013)	**1(IV) of the Affordable Housing Policy, 2013** *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. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project*
9.	Building Plan	08.12.2014 (taken from another complaint CR/5410/2023 of same project)
10.	Environment clearance	09.03.2015

		(taken from CR/5410/2023 of same project)
11.	Due date of possession	09.03.2019 (calculated from the date of environment clearance being later)
12.	Sale Consideration	Rs.12,36,500 /- (as submitted by complainant on page 13)
13.	Amount Paid	Rs.13,71,019 /- (as submitted by complainant page 16 of complaint) Rs.13,09,143/- (as stated by respondent on mail dared 19.03.2026 page 106 of complaint)
14.	Demand letter	05.01.2018, 05.05.2018, 05.11.2018 (page 57-61 of complaint)
15.	Occupation certificate	04.12.2019 (page 69 of complaint)
16.	Offer of possession	07.12.2019 and 10.01.2020 (page 72-74 of complaint)
17.	Possession notice reminder by respondent	17.12.2020 (page 75 of complaint)
18.	Possession notice with holding charges	06.08.2025 (page 97 of complaint)
19.	Final reminder cum cancellation letter	17.03.2026 (page 111of complaint)
20.	Publication in Newspaper in Apna Desh and Hindustan Times	08.04.2026 (page 11-12 of reply)
21.	Final Notice	13.04.2026 (page 13 of reply)

B. Facts of the complaint.

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

I. That the complainant applied vide application no. 00113 and was subsequently allotted unit no. ZA11013, Tower-11, Ground Floor, vide allotment letter dated 18.10.2016.

II. That thereafter, the respondent executed apartment buyer agreement dated 27.07.2017 in favor of the complainant, governing the rights and obligations of the parties. The said agreement was a standard form contract drafted by the respondent, and the complainant had no meaningful bargaining power at the time of execution.

III. That a bare perusal of the ABA clearly establishes that the respondent has no contractual authority whatsoever to levy the impugned charges now sought to be imposed upon the complainant. In terms of Clause 2.1 of the agreement, the total sale consideration stands clearly defined and admitted, which admittedly has already been paid in full by the complainant. Further, Clause 2.4 of the agreement permits only limited and specifically identifiable charges such as electricity connection charges, infrastructure-related costs and similar statutory or project-linked expenses, which too are required to be reasonable and levied at the time of possession. Significantly, there is no provision under the agreement which contemplates or authorizes levy of so-called "holding charges" or other charges of the nature now being demanded by the respondent.

IV. That Clause 2.5 of the ABA permits levy of interest only in the event of delay in payment by the allottee. In the present case, the respondent has itself admitted that the entire sale consideration stands paid, and therefore, the very foundation for levy of any interest or holding charges is non-existent. The respondent cannot, in the absence of any payment default, artificially create a liability which is neither contemplated under the agreement nor permissible under law.

V. Moreover, in terms of Clause 3.1 read with Clause 8.1 of the ABA, upon receipt of the entire sale consideration and compliance with formalities, the respondent is under a clear contractual obligation to offer possession and execute the conveyance deed in favor of the complainant. The respondent's act of withholding possession despite full payment, while simultaneously raising extraneous and non-contractual demands, is in direct breach of the agreement and amounts to a deliberate attempt to frustrate the contractual rights of the complainant.

VI. Further, Clauses 4 and 5 of the agreement restrict the respondent to levy only statutory or government-imposed charges on a proportionate basis. The impugned demands raised by the respondent are neither statutory in nature nor supported by any computation or authority, and are therefore ex facie illegal, arbitrary and liable to be set aside.

VII. That pursuant to the said allotment and in terms of the agreed payment plan, the respondent raised periodical demands through demand letters dated 05.01.2018, 05.05.2018, 05.11.2018, 28.06.2018, 18.04.2017, 18.10.2016 and 18.10.2017 inter alia demanding amounts of towards instalments, taxes and statutory charges including EDC. That all such demands were strictly in accordance with the agreement and did not include any holding charges, possession charges, maintenance charges or any similar levy, thereby showing that the later heads of demand were never part of the original contractual framework.

VIII. That the complainant duly complied with all demands raised by the respondent and made payments from time to time towards the sale consideration. The ledger maintained by the respondent itself reflects continuous receipt of payments under the head "advance received against flat", and the correspondence of 2019 shows the complainant repeatedly asking for updated ledger, payment reconciliation and clarification of the amount payable. In particular, the complainant wrote emails on 23.03.2019 and 27.03.2019 that she had already made payments of Rs.1,00,000/- and Rs.1,03,617.50/- respectively, and sought acknowledgment and updated ledger. On 25.06.2019, the complainant again requested the updated scanned copy of the account ledger. These communications establish that the complainant was always ready and willing to comply, but was being kept in the dark as to the true state of accounts.

IX. That even by 2019, the complainant had specifically highlighted that the total amount paid by her exceeded the total cost reflected by the respondent. In the email trail, she stated that she had paid Rs.13,71,019/- against the agreed cost of Rs.12,36,500/- and asked the respondent to compare the bank statement with the ledger and share the latest ledger. The respondent replied that Rs.12,36,500/- was only the basic cost and that taxes were payable separately. This exchange is significant because it shows that the complainant had already identified discrepancies in the respondent's accounting and had sought transparency well before possession was offered.

X. That the occupation certificate for the project was obtained on 04.12.2019, and thereafter the respondent issued a possession notice dated 07.12.2019 stating that the unit was ready for possession. The respondent then issued the offer of possession dated 10.01.2020 calling upon the complainant to take possession upon settlement of account and completion of formalities. That neither of these communications disclosed any liability towards holding charges, possession charges or any similar levy, which clearly establishes that such charges were not part of the original possession offer and were later introduced as an afterthought.

XI. That despite the respondent having offered possession, the complainant continued to seek clarification and reconciliation of account because no full and final statement showing total cost, payments received, adjustments made and actual outstanding, if any, was ever furnished. The emails of 2019, the repeated demands for updated ledger and the later correspondence collectively establish that the respondent never gave a transparent account and instead maintained ambiguity regarding dues.

XII. That under Section 17 of the Act, the respondent is statutorily mandated to execute a registered conveyance deed and hand over lawful, complete physical possession along with all requisite title documents within the prescribed timeline. However, in the present case, the respondent has failed to comply with the said mandatory obligation, and till date, neither valid possession in the eyes of law nor the conveyance deed has been duly executed in favor of the complainant despite repeated request.

XIII. That the impugned charges, particularly the so-called holding charges, were introduced by the respondent for the first time during the period of the COVID-19 pandemic, i.e., around the year 2020, when unprecedented restrictions on movement and travel were in force across the world. The complainant, being an NRI and residing in the United States at the relevant time, was physically unable to travel to India to take possession of the Unit. In view thereof, the complainant took bona fide steps by requesting the respondent to facilitate possession through a duly executed General Power of Attorney. However, the respondent failed to provide necessary assistance or clarity in this regard. Despite being fully aware of the complainant's circumstances and the prevailing global situation, the Respondent arbitrarily initiated and continued to levy holding charges from the said period, which were never disclosed in the Agreement, demand letters, or at the time of possession offer. The said charges, therefore, have their origin in the COVID-19 period and are clearly an afterthought, imposed unilaterally and without any contractual or legal basis, and are liable to be set aside.

XIV. Accordingly, the complainant repeatedly requested the respondent again to provide a format of general power of attorney approved by the respondent so that her duly appointed attorney could represent her, take possession, complete the formalities and execute the conveyance deed. The email dated 19.04.2021 specifically records that the complainant had been stuck in the United States, had repeatedly called the respondent, and had asked for a company-approved GPA format, but her communications were ignored. That email therefore establishes both the complainant's readiness and willingness and the Respondent's failure to facilitate possession through a lawful and practical mechanism.

XV. That upon receipt of the Reminder–Possession Notice dated 17.12.2020, the complainant issued a detailed reply dated 19.04.2021 categorically objecting to the so-called holding charges of Rs.14,091/-. In that reply, the complainant described the charges as arbitrary, illegal and imposed without prior intimation or reasonable opportunity of hearing. Complainant also stated that the notice was the first possession reminder and that complainant had already been informing the respondent of her precarious situation through earlier emails and phone calls. This email highlights a clear contemporaneous protest as it shows that the complainant never accepted the levy and that there was no acquiescence. The respondent, however, did not provide any workable solution and instead continued to insist upon payment of the alleged holding charges. This correspondence establishes that the delay was not a case of deliberate inaction by the complainant rather, it was the respondent that failed to facilitate a lawful route to possession.

XVI. That the complainant continued to follow up, including by a reminder email dated 11.06.2021, stating that she was still awaiting a response to her earlier email dated 19.04.2021. This shows that the grievance remained unresolved and that the respondent remained silent despite repeated objections. the email trail therefore shows a continuous attempt by the complainant to obtain clarification and possession, and a corresponding failure by the respondent to resolve the matter transparently.

XVII. That the complainant, through her duly authorised GPA holder, vide email dated 27.05.2025, specifically objected to such illegal and non-contractual charges and requested the Respondent to provide a complete and reconciled statement of account and to permit possession upon payment of legitimate dues. In that email, the GPA holder specifically queried why holding charges of Rs.88,795/- and Rs.8,638/- were being demanded, why external electrification charges of Rs.78,139/- and sale of land charges of Rs.5,418/- were being levied though they were not part of the Agreement, whether possession could be taken by paying the principal outstanding and legitimate charges alone, and whether the existing GPA could be used for taking possession and execution of the conveyance deed. This email is crucial because it directly challenges the legality of each new head of demand and shows that the complainant was ready to take possession, subject only to lawful charges.

XVIII. That the ledger account maintained by the respondent for the period up to 15.03.2025, which was never furnished to the complainant despite repeated requests for a complete and reconciled statement of account, reflects that the respondent has, at a belated stage, sought to introduce additional monetary components under various heads including holding charges, external electrification charges and sale of land charges. That none of these heads of demand find mention in the original demand letters issued in the year 2018, nor were such charges disclosed at the time of issuance of the possession notice dated 07.12.2019 or the Offer of Possession dated 10.01.2020.

XIX. That the existence and quantum of such charges came to the knowledge of the complainant only through subsequent email communications, particularly the email dated 27.05.2025, wherein the Complainant's GPA holder specifically raised objections to holding charges Rs.88,795/- and Rs.8,638/-, external electrification charges Rs.78,139/- and sale of land charges Rs.5,418/-, and sought clarification regarding their contractual basis. The Respondent, however, failed to provide any justification or reconciliation and instead reiterated such demands in subsequent communications including email dated 06.08.2025, thereby attempting to enforce the same without transparency.

XX. It is thus evident that the said charges were not part of the original contractual or demand framework but were introduced at a belated stage and reflected through unilateral ledger entries and fragmented email communications, without prior disclosure, computation or contractual authority, rendering the same ex facie arbitrary and unsustainable in law.

XXI. That thereafter, the respondent vide email dated 06.08.2025 reiterated that possession had been offered on 10.01.2020 and alleged that possession had been pending on the complainant's side for over five years, while calling upon the complainant to clear the dues and take possession within 30 days. However, the same communication did not furnish any full and final reconciliation and instead proceeded on the assumption that the complainant was in default, despite the respondent's own failure to provide a complete and reconciled statement. That email is misleading in context because it shifts blame onto the complainant while ignoring the respondent's non-disclosure and failure to facilitate possession through the GPA.

XXII. That the August 2025 email trail further shows that the Respondent continued to demand fragmented amounts, including Rs.59,311/- towards possession charges and Rs.63,390/- towards maintenance charges, and also stated that external electrification charges would be payable before registry if the government instructed the builder to build a 33 KV transformer. The same correspondence also stated that a registered GPA with flat-specific authorization would remain valid for possession and registry formalities. This correspondence proves two things: first, that the respondent still had no settled full and final statement and second, that the respondent was floating new and contingent demands without any prior contractual disclosure.

XXIII. That the respondent has itself admitted that the total cost of the Unit, inclusive of taxes, and the total payments received from the complainant are equal, thereby conclusively establishing that no principal outstanding remains payable. The respondent's own position, as pleaded in the draft and relied upon by the complainant, demolishes the foundation of any further demand for possession-linked charges after full payment has already been received.

XXIV. That the complainant addressed an email to the Customer Care of Zara Aavaas, raising multiple pending queries in relation to the Final possession notice. The complainant highlighted a discrepancy in the total amount, stating that while the Apartment Buyer's Agreement records the total sale consideration as Rs.12,36,500/-, the payments made by her amounted to Rs.13,71,019.50 as per earlier communication dated 22.08.2019, and sought clarification regarding the excess amount and applicable tax components. Further, the complainant specifically sought clarification on certain entries reflected in the account ledger, namely (i) an amount of Rs.42,862/- dated 16.12.2019 described as "Interest-Free Security Deposit", (ii) an amount of Rs.5,418/- dated 22.07.2023 described as "Sale of Land", and (iii) an amount of Rs.78,139.60 dated 14.09.2023 described as "External Electrification Charges". Despite repeated follow-ups, the said queries remained unanswered, and the complainant requested a clear and precise written response from the developer.

XXV. That despite such unequivocal admission, the respondent has unlawfully withheld possession of the Unit and has continued to impose arbitrary and non-contractual charges, thereby creating artificial defaults and attempting to unjustly enrich itself. Such conduct is impermissible in law, particularly when the respondent itself is the source of the delay and the withholding of possession.

XXVI. That the respondent issued a final reminder cum cancellation letter dated 17.03.2026, wherein it alleged that the complainant had failed to complete possession formalities and called upon the complainant to clear the alleged outstanding dues and take possession of the unit within a stipulated period of 15 days, i.e., on or before 31.03.2026, failing which the allotment of the unit would stand cancelled automatically without any further notice. The said letter proceeds on the premise that possession had already been offered in the year 2020 and seeks to attribute the entire delay to the complainant, while reiterating the alleged outstanding amount (as previously communicated through emails, including demands aggregating to approximately Rs.2,47,000/-), which includes holding charges and other non-contractual components. That the contents of the said letter are ex facie misleading and contrary to record, as the respondent has deliberately suppressed the material fact that it has itself admitted, vide email dated 19.03.2026, that the total cost of the unit and the total payments received from the complainant are equal, thereby conclusively establishing that no principal amount remains outstanding. Despite such admission, the respondent has sought to create an artificial default by relying upon disputed, non-contractual and unilaterally imposed charges, and has threatened cancellation of the allotment on that basis.

XXVII. That the said letter clearly demonstrates a coercive intent, inasmuch as it seeks to compel the complainant to pay arbitrary and unlawful charges as a pre-condition for retaining the allotment, failing which the valuable rights of the complainant in the unit are sought to be extinguished. Such a threat of cancellation, despite full payment of the sale consideration and despite the respondent's own failure to provide a reconciled statement of account or facilitate possession through the complainant's GPA holder, is wholly illegal, arbitrary and unsustainable in law, and amounts to an abuse of dominant position by the respondent.

XXVIII. That the entire conduct of the respondents, as borne out from the documentary record, demonstrates a consistent pattern of nontransparency, arbitrary demand of charges, failure to honor contractual obligations and an attempt to coerce the complainant into making unlawful payments. The respondent cannot, after having admittedly received the entire sale consideration, create artificial defaults by raising vague and unsubstantiated demands and thereafter seek to justify withholding of possession on the basis of such self-created disputes.

XXIX. That it is a settled position of law that a promoter cannot take advantage of its own wrong. In the present case, the respondent, having failed to facilitate possession through the complainant's GPA holder and having failed to provide a clear and reconciled statement of account despite repeated requests, cannot now attribute delay to the complainant or impose penal consequences on that basis.

XXX. That the respondent's actions clearly indicate an attempt to unjustly enrich itself by simultaneously retaining the entire sale consideration and withholding possession of the subject Unit, while coercing the complainant into making further payments which are neither contractually stipulated nor legally recoverable. The respondent has failed to discharge its contractual and statutory obligations by neither handing over possession nor providing a complete, transparent and reconciled statement of account, thereby causing grave prejudice, financial loss and mental harassment to the complainant

C. Relief sought by the complainant: -

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

a. Direct the Respondent to forthwith hand over lawful, vacant and physical possession of the subject Unit bearing No. ZA11013, Tower-11, Ground Floor, in the project "Zara Aavaas", to the Complainant's duly authorized GPA holder, complete in all respects, including provision of all basic amenities, infrastructure, and services, strictly in accordance with the sanctioned plans, specifications and the terms of the Allotment Letter dated 18.10.2016 and Apartment Buyer Agreement dated 27.07.2017.

b. Direct the Respondent to not raise unnecessary objections and demand execution of indemnities etc. and to execute and get registered the conveyance deed in favour of the Complainant through her GPA Holder in respect of the subject unit, in terms of Section 17 of the Real Estate (Regulation and Development) Act, 2016, within a time-bound period as may be stipulated by this Hon'ble Authority

c. Declare that the so-called "holding charges", "possession charges", "external electrification charges", "sale of land charges" and all other additional levies imposed by the Respondent, as reflected in its communications and ledger entries, are illegal, arbitrary, non-contractual and void ab initio, and consequently direct the Respondent to withdraw the same forthwith

d. Direct the Respondent to refrain from creating any third-party rights, encumbrances, or interests in respect of the subject unit and to maintain status quo with respect thereto.

e. Pass an order restraining the Respondent from cancelling the allotment of the subject unit during the pendency of the present complaint, in exercise of powers under Section 36 of the Act

f. Direct the Respondent to pay to the Complainant a sum of ₹1,50,000/- (Rupees One Lakh Fifty Thousand only) towards litigation costs, expenses and incidental charges incurred in pursuing the present proceedings.

5. On the date of hearing, the Authority explained to the respondent/promoter about the contravention 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 filed by respondent.

6. The respondent has contested the complaint on the following grounds: -

I. That the present complaint is not maintainable and ought to be dismissed as being time barred. The complainant having been offered possession in the year 2019 has failed to take possession of the unit and the respondent has already cancelled the unit after publication being made in terms of the Affordable Housing Policy.

II. That the occupation certificate was admittedly issued for the Said project on 04.12.2019. that subsequently, the respondent issued a possession notice dated 07.12.2019. the complainant has also admitted the said facts

III. However, the complainant has only preferred the instant complaint after a period of more than 6 years from the original offer of possession. The complainant has not given any rhyme or reason for the inordinate delay, and the same being time-barred is liable to be dismissed at the outset.

IV. That the complainant has been given ample opportunity to take possession of the said flat. The complainant was issued multiple possession notices as well as reminder emails which were duly received by the complainant (the same being admitted by the complainant in the instant complaint), and despite the same the complainant has failed to take over possession of the said unit for no reasons attributable to the respondent, and for reasons only attributable to the acts of the complainant.

V. That due to the repeated and persistent ignorance of the complainant towards the said notices, the respondent published possession notices in three local newspapers.

VI. That the complainant has also admittedly failed to discharge her obligation as a buyer towards clearance of pending dues for taking possession.

VII. That the foregoing submissions and facts (the latter also being admitted by the Complainant), clearly elucidate that the Complainant has failed to discharge her Buyer Obligations as per Section 19 of the Act.

VIII. That the complainant has approached this Authority with unclean hands, and an inordinate delay and the same being frivolous, vexatious, as well as being time-barred is liable to be dismissed at the outset.

7. All other averments made in the complaint were denied in toto.

8. 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 submission made by the complainant.

E. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

11. 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)(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;.*

12. 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.

13. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the ***Hon'ble Apex Court in Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra) and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others*** SLP (Civil) No. 13005 of 2020 decided on 12.05.2022, wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant.

F.I Direct the Respondent to forthwith hand over lawful, vacant and physical possession of the subject Unit bearing No. ZA11013, Tower-11, Ground Floor, in the project "Zara Aavaas", to the Complainant's duly authorized GPA holder, complete in all respects, including provision of all basic amenities, infrastructure, and services, strictly in accordance with the

sanctioned plans, specifications and the terms of the Allotment Letter dated 18.10.2016 and Apartment Buyer Agreement dated 27.07.2017.

F.II. Direct the Respondent to not raise unnecessary objections and demand execution of indemnities etc. and to execute and get registered the conveyance deed in favour of the Complainant through her GPA Holder in respect of the subject unit, in terms of Section 17 of the Real Estate (Regulation and Development) Act, 2016, within a time-bound period as may be stipulated by this Hon'ble Authority.

F.III Declare that the so-called "holding charges", "possession charges", "external electrification charges", "sale of land charges" and all other additional levies imposed by the Respondent, as reflected in its communications and ledger entries, are illegal, arbitrary, non-contractual and void ab initio, and consequently direct the Respondent to withdraw the same forthwith

F.IV Direct the Respondent to refrain from creating any third-party rights, encumbrances, or interests in respect of the subject unit and to maintain status quo with respect thereto

F.V Pass an order restraining the Respondent from cancelling the allotment of the subject unit during the pendency of the present complaint, in exercise of powers under Section 36 of the Act

F.VI Direct the Respondent to pay to the Complainant a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) towards litigation costs, expenses and incidental charges incurred in pursuing the present proceedings

15. It is an admitted position that the complainant was allotted Unit No. 03, Ground Floor, Tower 11 vide allotment letter dated 18.10.2016. Possession of the subject unit was offered by the respondent on 07.12.2019 and 10.01.2020 after obtaining the Occupation Certificate i.e. 04.12.2019. Further, the Authority observes that the respondent issued reminder notices dated 17.12.2020 and 06.08.2025 seeking payment of the outstanding dues and requesting the complainant to take possession of the unit. Thereafter, the respondent issued a Final Reminder-cum-Cancellation Letter dated 17.03.2026 and a Final Notice dated 13.04.2026, whereby the complainant was called upon to clear the outstanding dues on or before 22.04.2026, failing which the allotment of the flat would stand cancelled without any further notice.

16. In view of the aforesaid facts, the submissions made by the parties, and the documents placed on record, the principal question that arises before the Authority for adjudication is whether the cancellation of the allotment is valid in the eyes of law?"

17. The complainant was repeatedly called upon to complete the possession formalities by clearing the outstanding dues. The record further reflects that despite the issuance of possession notices, reminder letters, and subsequent communications over a considerable period, the complainant failed to comply with it and take possession of the unit. Thus, the delay in taking possession of the unit and clearing the outstanding dues is attributable to the complainant.

18. Clause 5(iii) (i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below:-

> *"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".*

19. The respondent issued reminder notices dated 17.12.2020 and 06.08.2025. Thereafter, the respondent issued a Final Reminder-cum-Cancellation Letter dated 17.03.2026 and a Final Notice dated 13.04.2026. The respondent also published the list of payment defaulters in the newspapers "Hindustan Times" and "Apna Desh" on 08.04.2026. Despite being afforded sufficient opportunities, the complainant failed to clear the outstanding dues within the stipulated period and take the possession of the subject unit.

20. The Authority is of the considered view that the respondent has duly complied with the procedure prescribed under Clause 5(iii)(i) of the Affordable Group Housing Policy, 2013. The Final Notice dated 13.04.2026 specifically provided that "in the event of failure to clear the outstanding dues on or before 22.04.2026, the allotment would stand cancelled without any further notice". Admittedly, the complainant failed to make the payment within the stipulated period. Although no separate cancellation letter was issued thereafter, the cancellation became effective on 23.04.2026 by virtue of the terms contained in the Final Notice itself. Accordingly, the cancellation of the allotment with effect from 23.04.2026 is held to be valid.

21. As per cancellation clause of the affordable housing policy of 2013 the respondent can deduct the amount of Rs.25000/- only and the balance amount shall be refunded back to the complainant. Till date no amount has been refunded back by the respondent-builder to the complainant/allottee. Thus, it has been using the funds of the complainant. In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of Rs.25,000/- as per clause 5(iii)(i) of the Policy 2013 along with interest from date of cancellation of allotment i.e., 23.04.2026 till the actual realization of the amount.

G. Directions of the authority

22. 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 respondent is directed refund the paid-up amount of Rs.13,09,143/- after deduction of Rs.25000/- as per clause 5(iii)(i) of the Affordable

Housing Policy 2013 as amended by the State Government on 05.07.2019, along with interest @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 i.e., 23.04.2026 till the actual realization of the amount.

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.

23. Complaint stands disposed of.

24. File be consigned to registry.

Arun Kumar
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 22.05.2026