BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 492 of 2025

Date of Decision: October 13, 2026

1. Mrs. Deepak Makol
2. Mr. Abhinav Makol

Both residents of C-309, Vidyut Apartment, 81, Patparganj, IP Extension- Delhi-110092

...Appellant-allottees.

Versus

1. M/s Advance India Project Ltd. having Registered Office at: The Masterpiece, Golf Course Road, Sector-54, Gurugram-121002, also at: AIPL Business Club, 5th Floor, Sector-62, Gurugram - 122002, Haryana.
2. M/s Wellworth Project Developers Pvt. Ltd. having Registered Office at: 3, Munirka Marg, Vasant Vihar, New Delhi-110019.

...Respondent-promoters.

CORAM:

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Present: Mr. Vaibhav Mittal, Advocate and
Mr. Shivansh, Advocate,
for the appellants.

Ms. Svetlana, Advocate for
Mr. Sandeep Verma, Advocate
for respondent no. 1 (AIPL).

None for respondent no.2.

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 21.01.2025 passed by the Authority[1] at Gurugram. Operative part thereof reads as under:

> ***"H. Directions of the authority***
>
> *27. 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):*

[1]Haryana Real Estate Regulatory Authority, Gurugram.

a. The respondent no. 1 is directed to refund the deposited amount i.e., ₹98,06,824/- along with an interest @11.10% p.a. on the refundable amount, from the date of cancellation of unit (i.e., 01.07.2021) till the date of realization of payment.
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.
28. Complaint stands disposed of.
29. File be consigned to registry."

2. Factual matrix of the case is that the appellant-allottees booked a retail shop bearing unit no. 0066 on the ground floor, measuring 1197 sq. ft. super area, in the commercial project, namely, "AIPL Joy Central", situated in Sector 65, Gurugram, developed by respondent no. 1. An application form dated 30.04.2017 was executed by the appellants, pursuant to which, an allotment letter dated 11.05.2017 was issued in their favour. However, no builder-buyer agreement was executed between the parties. As per the application form, the due date for handing over possession was 01.03.2023. Total sale consideration of the unit was ₹3,30,82,686/-, against which, the appellant-allottees paid ₹98,06,824/-. The unit was subsequently renumbered as GF-77 on 01.04.2020. Under the possession-linked payment plan, a further instalment became payable on completion of the superstructure. The respondent-promoter raised a demand of ₹1,74,44,011.87 on 26.03.2021, followed by reminders dated 11.04.2021 and 06.05.2021, and a pre-termination notice dated 18.05.2021. Upon non-payment of the demanded amount, the allotment was terminated on 01.07.2021. Occupation Certificate in respect of the retail block was obtained on 24.12.2021. The appellant-allottees thereafter filed a complaint before the Authority on 24.01.2022, seeking

possession of the subject unit, setting aside the termination, execution of the agreement for sale and delay possession charges.

3. Respondent no. 2 did not appear before the Authority and was proceeded against ex parte.

4. Stand of the respondent no. 1 before the Authority was that the appellants had voluntarily accepted the terms and conditions of the application form and the possession-linked payment plan, but failed to make payment of the instalments as and when demanded. The appellant-allottees had also failed to execute the buyer's agreement and kept raising objections through emails, which were repeatedly addressed by respondent no. 1. It was further contended that the allotment was validly terminated only after the issuance of demand letters, reminders and a pre-termination notice.

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

6. Aggrieved by the impugned order, the appellant-allottees have preferred the instant appeal before this Tribunal. Their main grievance is that possession of the subject unit had specifically been sought in the complaint, but the Authority confined the relief to refund of the deposited amount along with interest, while upholding the termination dated 01.07.2021 as valid. It is pleaded that the demand raised by the respondent-promoter on completion of the superstructure was premature, as the entire superstructure contemplated under the payment plan had not been completed. It is further pleaded that the location of the unit had been changed without the consent of the appellants and, therefore, the termination dated 01.07.2021 could not defeat their entitlement to possession of the subject unit.

7. Per contra, learned counsel for respondent no. 1 supported the impugned order. It was submitted that, in compliance with the impugned order, the amount payable thereunder had been remitted to the appellant-allottees and was duly accepted by them. It was further submitted that third-party rights had since been created in respect of the subject unit, therefore, no direction for delivery of its possession could now be issued.

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

9. The principal questions that arise for consideration before this Bench are, whether the demand dated 26.03.2021 raised by respondent no. 1 was in accordance with the payment plan; and whether the consequent termination dated 01.07.2021 of the allotment was valid.

10. A perusal of the payment plan annexed to the allotment letter dated 11.05.2017 shows that 47.25% of the basic sale price became payable upon completion of the superstructure and 24.25% upon offer of possession. Since the subject unit forms part of the retail block, the relevant construction milestone has to be determined with reference to the terms of the payment plan and the block in which the unit is situated.

11. The material question, therefore, is whether the stipulated construction milestone had been achieved when the demand dated 26.03.2021 was raised. The subsequent grant of the Occupation Certificate for the retail block on 24.12.2021 establishes its completion by that date. On the basis of the aforesaid record, this Bench feels that the stipulated construction milestone had been achieved when the demand was raised. Thus, the demand dated 26.03.2021 cannot be held to be premature or contrary to the payment plan.

12. The record further shows that the demand dated 26.03.2021 was followed by reminders dated 11.04.2021 and 06.05.2021. Thereafter, respondent no. 1 issued a pre-termination notice dated 18.05.2021, affording the appellant-allottees a further opportunity to discharge their outstanding payment obligations. The appellant-allottees, however, did not avail themselves of that opportunity. In these circumstances, the termination of the allotment on 01.07.2021 was valid and in accordance with the contractual terms.

13. Moreover, respondent no. 1 remitted the amount payable under the impugned order, which was accepted by the appellant-allottees.

14. In light of the foregoing discussion, we are of the considered view that the demand dated 26.03.2021 was raised in accordance with the payment plan and the consequent termination dated 01.07.2021 was valid. Accordingly, we find no legal infirmity or procedural irregularity in the order passed by the Authority warranting interference by this Tribunal. The appeal is, therefore, found to be devoid of merit and is hereby dismissed.

15. Copy of this order be sent to the parties/their counsel and the Authority.

16. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 13, 2026/mk