BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of filing of complaint: 01.07.2026
Date of Order: 20.08.2026

Naini Jain
R/o: Gali Sunder Lal Jain, Old Anaj Mandi,
Rohtak – 124001, Haryana. **Complainant**

Versus

M/s HCBS Developments Limited
Regd. Office at: Unit 69, 70 MGF
Metropolis, MG Road, Gurugram. **Respondent**

CORAM:
Shri Phool Singh Saini **Member**

APPEARANCE:
Sh. Abhay Jain Advocate for Complainant
Sh. Harshit Batra (Advocate) Advocate for Respondent

ORDER

1. The present complaint 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 under the provisions 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. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	"HCBS Auroville"
2.	Location of the project	Sector-103, Tehsil-Kadipur, Gurugram, Haryana.
3.	Area of project	8.75 acres
4.	Nature of the project	Affordable Group Housing
5.	DTCP license no.	License No.-02 of 2021 dated 21.02.2021
6.	Registered/not registered	Registered Vide registration no. 67 of 2021 Dated-12.10.2021
7.	Allotment letter	21.01.2022 (As on page no. 40 of complaint)
8.	Unit no.	74E, Type-3, Tower-E, Floor-7th (As on page no. 41 of complaint)
9.	Area of the unit	640.67 sq.mtr [Carpet Area] (As on page no. 41 of complaint)
10.	Builder Buyer Agreement	19.05.2022 (As on page no. 53 of complaint)
11.	Possession clause	*As per Affordable housing policy* *4 years from the date of E.C or building approvals whichever is later*
12.	Building plan approvals	23.07.2021

13.	Environmental clearance	30.07.2022
14.	Due date of possession	30.07.2026 [Calculated 4 years from the date of E.C]
15.	Sale consideration	Rs.27,90,815/- [Page 56 of complaint]
16.	Total amount paid by the complainant	Rs. 24,64,985/- [As stated at page 35 of complaint]
17.	Demand letters	18.03.2023, 01.12.2023, 01.05.2024, 13.09.2024, 17.03.2025, 11.12.2025, 06.02.2026 (Page 10-18 of reply to application u/s 36 of Act, 2016 dated 16.07.2026)
18.	Reminder letters	05.05.2025, 10.04.2026 (Page 19-20 of reply to application u/s 36 of Act, 2016 dated 16.07.2026)
19.	Publication as per Affordable Housing Policy, 2013	28.04.2026 (Page 24 of reply to application u/s 36 of Act, 2016 dated 16.07.2026)
20.	Cancellation letter dated	22.06.2026 (As on page no. 56 of reply)
21.	Occupation certificate	Not obtained
22.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions:

i. The complainant, is a peace loving and law abiding Indian, who nurtured hitherto an un-realized dream of having her own apartment with all facilities and standards, situated around serene and peaceful environment. The complainant always leads her life with full of honesty, simplicity and truthfulness and epitomizes utmost kindness and humanism.

ii. The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent developer in regard to the apartment unit no. 74 E, 7th floor, Tower No. E, 2 BHK Plus Store Type 3 measuring 640.67 square feet of carpet area and 110.44 square feet of balcony area along with two wheeler parking space in the project 'HCBS Auroville' situated in the Sector – 103, Gurugram, Haryana, bought by the Complainant paying her hard-earned money.

iii. In the apartment buyer's agreement dated 19 May, 2022 it is stated that the respondent developer is the absolute and lawful owner of the land admeasuring 8.75 acres situated in the Sector – 103, Gurugram, Haryana. The Director, Town and Country Planning, Haryana vide licence bearing no. 02 of 2021 dated 21 January, 2021 had granted permission for construction and development of an Affordable Group Housing Colony to be known as 'HCBS Auroville'.

iv. After the grant of the licence, the respondent developer collected a huge amount from gullible and naïve buyers including the complainant from 2021 onwards and kept on promising the complainant for the delivery of possession of her apartment unit on time, as per the agreement and the Haryana Affordable Housing Policy. As per the allotment letter, the possession of the allotted apartment unit is to be handed over on or before 31 August, 2025.

v. The complainant paid as and when demanded by the Respondent, a total amount of Rs.24,64,985/- till 15 May, 2026 for the Apartment unit. The respondent developer still failed to timely handover the physical possession of the apartment unit to the complainant till date, even after a delay of ten (10) months.

vi. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the respondent developer. The respondent developer initially enticed various customers including the complainant to pay her hard earned money for the purchase of the apartment unit in the said project.

vii. As per the allotment letter and the Haryana Affordable Housing Policy, 2013, the respondent promised to deliver the possession by 31 August, 2025. The complainant had paid when demanded by the respondent, a total amount of Rs.24,64,985/- till 15 May, 2026, which is around 90 per cent payment of the apartment unit out of the total consideration of Rs.27,90,814/- of the apartment unit. Now, even after a delay of ten (10) months, the respondent developer has failed to fulfil its obligations as per the agreement and deliver legitimate and lawful possession of the apartment unit to the complainant in timely manner. Thus, the respondent developer is liable to pay interest on the amount deposited by the complainant due to delay in delivery of possession of the apartment unit.

viii. As the Apartment Unit was not at the finishing stage even on 25 June, 2026, thus the demand of Rs.2,11,404/- via the demand letter dated 6 February, 2026 by the respondent developer mentioning that this demand has been raised at the time of the finishing of the apartment unit of the complainant is illegal, unlawful and fraudulent.

ix. The respondent developer is mandated to give the possession of the apartment unit of the complainant up to 31 August, 2025, as per the agreement. The respondent developer neither adjusted the delay possession charges nor issued the offer of possession after getting the occupational certificate from the competent authority, till 24 June, 2026, the date when the respondent developer cancelled the allotted apartment unit of the complainant.

x. The respondent developer has failed to fulfil its obligations as per the agreement and deliver legitimate and lawful possession of the apartment unit in timely manner. Thus, the respondent developer is liable to cancel / revoke / withdraw the cancellation notice sent via Email dated 24 June, 2026 and to pay interest on the amount deposited by the complainant due to delay in delivery of possession. Hence present complaint.

C. Relief sought by the complainant:

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

i. Direct the respondent to complete the development of the apartment unit along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately.

ii. Direct the respondent to to handover the legal and rightful physical possession of the apartment unit to the complainant, after receiving the Occupation Certificate (OC) and all others required approvals and permissions from the competent authorities.

iii. Direct the respondent to to pay interest for every month of delay in handing over the possession of the apartment unit since 31 August, 2025 to the complainant, on the amount taken from her towards sale consideration for the aforesaid apartment unit, with interest at the prescribed rate as per the Act, 2016, till handover of actual possession.

iv. Direct the respondent to the respondent developer to cancel / revoke / withdraw the cancellation notice sent via email dated 24 June, 2026, issued by the respondent developer to the complainant.

v. Direct the respondent to not charge anything which is not mentioned in the agreement for sale.

vi. Direct the respondent developer to execute the conveyance deed in favour of the complainant.

vii. Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainant along with other charges.

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 following grounds:

i. That at the very outset, it is submitted that the complainant is estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. That the allotment of the unit of the complainant was cancelled on 29.05.2024 due to the defaults of the complainant.

ii. the Complainant is in default of her obligations under the Agreement, the Act, 2016 as well as the Affordable Housing Policy, 2013, and as such has disentitled himself from claiming any relief thereunder.

iii. The respondent had obtained license no. 02 of 2021 from the Director, Town and Country Planning Department, Haryana for the development of an affordable housing project on the Project land under the Affordable Housing Policy 2013, issued by the

Government, vide Town and Country Planning Department's Notification dated 19.08.2013 (the "Affordable Housing Policy").

iv. The project of the respondent is being developed at full swing. that the respondent had already obtained the approval of the building plan on 23.07.2021. Moreover, the environment clearance has also been obtained by the respondent on 30.07.2022.

v. The project of the respondent has also been registered with Haryana Real Estate Regulatory Authority (the "RERA") vide RERA registration no. 67 dated 12.10.2021. That the respondent has been transparent in his conduct since the very beginning.

vi. The complainant being interested in the real estate development of the respondent, known under the name and style of "HCBS Auroville" at Sector 103, Village- Tikampur, District Gurugram approached the respondent to purchase the unit. That upon the draw of lots and acceptance of his application for allotment of the unit, a flat bearing no. 74 E on 7th floor, Tower E tentatively admeasuring carpet area of 640.67 sq. ft. was allotted to the complainant vide allotment letter dated 21.01.2022.

vii. Thereafter, an apartment buyer's agreement was sent to the complainant for signing the same, which was delayed by the complainant. That finally the parties executed the apartment buyer's agreement on 19.05.2022. The agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the parties. That the complainant opted for construction linked payment plan for remittance of the sales consideration of the unit.

viii. That being a contractual relationship, reciprocal promises are bound to be maintained. the rights and obligations of allottee as well as the builder are completely and entirely determined by the

covenants incorporated in the agreement which continues to be binding upon the parties thereto with full force and effect.

ix. In terms of Clause 1(iv) of the Affordable Plotted/Group Housing Policy, every affordable housing project is required to be completed within a period of four years from the date of approval of the building plans or the grant of Environmental Clearance, whichever is later.

x. The Environmental Clearance was granted on 30.07.2022, which is the later date and, therefore, constitutes the date of commencement of the project. Consequently, the prescribed period of four years for completion of the project and offering possession expires only on 30.07.2026.

xi. The aforesaid period for handing over possession was expressly subject to the occurrence of *force majeure* events, as well as the timely payment of the sale consideration by the allottees, including the complainant, in accordance with the terms of the agreement. In the present case, the complainant committed persistent defaults in making timely payments from the very inception of the allotment. That having failed to fulfil her reciprocal contractual obligations, the complainant cannot attribute any alleged delay to the respondent or seek to take advantage of her own breaches. That benefit of such delayed period in which the complainant had made payment defaults and other force majeure circumstances occurred should be given to the respondent.

xii. The remittance of all amounts due and payable by the complainant under the agreement as per the schedule of payment incorporated in the agreement was of the essence under clause 5 of the agreement reiterated as under:

5. TIME IS THE ESSENCE

Notwithstanding anything to the contrary contained herein, it is hereby expressly and unconditionally agreed to by the Allottee that time is of essence with respect to the Allottee's obligations to make any and all payments hereunder including the payment of any part of the Total Price, payment of any and all other applicable charges, considerations, interest, deposits, penalties and other payments such as applicable stamp duty, registration fee etc. and other charges as are stipulated under this Agreement.

xiii. Further, the allotment is governed by a construction-linked payment plan. Under clause 5(iii)(b) of the Affordable Housing Amendment Policy dated 16.11.2021 Memo No. PF-27-III/2021/28851, an applicant is required to pay the sale consideration strictly in accordance with the stages of construction as prescribed in the builder-buyer agreement. The said clause is reiterated herein:

The applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount of the flat cost will be recovered as per the stages of construction to be prescribed in the builder buyer agreement.

xiv. The complainant is a habitual defaulter which is not borne out by the applicable Affordable Housing Policy and the contractual framework. The complainant had defaulted/delayed in making the due payments, upon which, reminders were also served to the complainant. That the *bonafide* of the respondent is also essential to be highlighted at this instance, who had served a number of demand letters and reminders to the complainant to ensure that the payments are made in a timely fashion. A list of the demand letters and reminders are as under:

S. No.	Particulars	Stage/Milestone	Amount	Due Date	Paid/Unpaid
1.	Demand letter	1st & 2nd Instalment at time of allotment of unit & BBA Registration	Rs.5,70,140/-	31.01.2022	Paid on 09.02.2022 **(delay of 8 days)**
2.	Demand letter dated 18.03.2023	3rd at time of Slit Level	Rs. 4,22,808/-	18.04.2023	Paid on 01.05.2023 **(delay of 14 days)**

3.	Demand letter dated 01.12.2023	4th at completion of 20% structure	Rs.2,81,872/-	01.01.2024	Paid on 08.01.2024 **(delay of 7 days)**
4.	Demand letter dated 01.05.2024	5th at completion of 40% Structure	Rs.2,80,477/-	01.06.2024	Paid on 06.12.2024 **(delay of 188 days)**
5.	Demand letter dated 13.09.2024	6th at completion of 60% of Structure	Rs.2,81,872/-	12.10.2024	Paid on 16.05.2025 **(delay of 216 days)**
6.	Demand letter dated 17.03.2025	7th instalment at completion of 80% structure	Rs.2,81,872/-	16.04.2025	Paid on 17.04.2026 **(delay of 12 months 1 day i.e. 366 days)**
7.	Reminder letter I 05.05.2025 of Rs. 5,65,138/-	-	-	20.05.2025	-
8.	Demand letter dated 11.12.2025	8th instalment at Completion of 100% structure	Rs.2,81,872/-	27.12.2025	Partly paid Rs. 2,11,404/- out of due amount of Rs. 2,81,872/- on 15.05.2026 **(delay of 4 months 18 days i.e. 139 days)** **Unpaid Rs. 70, 468/-**
9.	Demand letter dated 06.02.2026	9th at the time of finishing	Rs.2,11,404/-	21.02.2026	**Unpaid Rs. 2,11,404/-**
10.	WhatsApp Reminder of Rs. 7,76,542/- dated 09.04.2026	-			**Unpaid**
11.	Reminder letter dated 10.04.2026 Rs. 7,76,542/-	-	-	17.04.2026	**Unpaid**
12.	Newspaper Publication in Times of India and Nav Bharat Times dated 28.04.2026	-	-	07.07.2026	**Unpaid**

xv. The respondent raised the 8th milestone demand dated 11.12.2025 for an amount of Rs. 2,81,872, which was payable by the complainant on or before 11.12.2025. However, the complainant failed to make the payment within the stipulated period and instead made only a part payment of Rs. 2,11,404/- on 15.05.2026, after an inordinate delay of 139 days. Thereafter, the respondent raised the 9th instalment demand dated 06.02.2026 for an amount of Rs. 2,11,404, which was payable by the complainant on or before

21.02.2026. Despite the demand, the complainant failed to make any payment whatsoever towards the said instalment.

xvi. The respondent did not proceed with the cancellation immediately upon the complainant's default. Rather, the allotment was cancelled only after the lapse of 177 days from the date of second last demand dated 11.12.2025 and after 121 days from the date of the last demand dated 06.02.2026, thereby affording the complainant ample opportunity to regularise the outstanding dues. The respondent strictly adhered to the procedure prescribed under the agreement as well as the Affordable Housing Policy before effecting the cancellation of the unit.

xvii. By not making the due payments, not only have the complainant violated the agreement but also the Real Estate (Regulation and Development) Act, 2016, and the Affordable Housing Policy, 2013, under which, the complainant was obligated to make payment and despite repeated reminders and various opportunities, miserably failed to do. Accordingly, the complainant stood in fundamental breach of the agreement and the Act.

xviii. Due to the continuous defaults of the complainant the respondent was constrained to cancel the allotment of the complainant and the same was communicated to the complainant vide cancellation letter dated 22.06.2026.

xix. The allotment of the complainant's unit was terminated solely on account of her persistent and repeated defaults in complying with her contractual payment obligations. The termination was effected strictly in accordance with the terms and conditions of the agreement and applicable law. Having committed repeated breaches of her contractual obligations, the complainant cannot be permitted to take advantage of her own defaults or seek to derive any benefit

from her own wrong. Accordingly, the present complaint is misconceived, devoid of merit, and liable to be dismissed.

7. 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 submissions 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

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

9. 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.*

10. 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.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to complete the development of the apartment unit along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately.

F.II Direct the respondent to to handover the legal and rightful physical possession of the apartment unit to the complainant, after receiving the Occupation Certificate (OC) and all others required approvals and permissions from the competent authorities.

F.III Direct the respondent to to pay interest for every month of delay in handing over the possession of the apartment unit since 31 August, 2025 to the complainant, on the amount taken from her towards sale consideration for the aforesaid apartment unit, with interest at the prescribed rate as per the Act, 2016, till handover of actual possession.

F.IV Direct the respondent to the respondent developer to cancel / revoke / withdraw the cancellation notice sent via email dated 24 June, 2026, issued by the respondent developer to the complainant.

F.V Direct the respondent to not charge anything which is not mentioned in the agreement for sale.

F.VI Direct the respondent developer to execute the conveyance deed in favour of the complainant.

11. The aforesaid reliefs are being taken up and adjudicated conjointly, in as much as the same are interlinked and arise out of a common set of facts and cause of action.

12. The complainant was allotted a unit in the project of respondent "HCBS Auroville", in Sector-103, Gurugram vide allotment letter dated 21.01.2022 for a total sum of Rs.27,90,815/-. An agreement for sale was executed between the parties on 19.05.2022 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.24,64,985/. As per clause 1 (iv) of the Affordable Housing Policy, 2013, the possession of the apartment is to be delivered within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Clause 1(iv) of the Policy of 2013 is reproduced below for ready reference:

1.(iv) All such projects shall be required to be necessarily completed ***within 4 years from the approval of building plans or grant of environmental clearance certificate, whichever is later.*** *This date shall be referred to as the "date of commencement of project" for the purpose of this policy.*

(Emphasis supplied)

13. The due date of possession is to be calculated 4 years from the date of environment clearance i.e., 30.07.2022. Therefore, the due date of possession comes to 30.07.2026 as per the clause of Affordable Housing Policy, 2013.

14. In present complaint, the complainant intends to continue with the project and is seeking reinstate the allotment of the unit, delayed possession charges and other reliefs. However, as per the documents placed on record with the complaint, the Authority observed that the unit has been cancelled on 22.06.2026 i.e., before the filing of the present complaint.

15. The complainant stated in facts of the complaint that the complainant intends to continue with the project and requests for setting-aside the cancellation of the unit. However, the respondent in its reply dated 12.08.2026 stated that the respondent has cancelled the unit of the complainant on account of non-payment by the complainant. The respondent has raised demand for payment for outstanding dues but the complainant never paid any heed to the same and till date paid an amount of Rs.24,64,985/- only, against the consideration of Rs.27,90,815/- and an amount of Rs.2,11,000/- paid after the publication dated 28.04.2026 against the demand of Rs.2,85,000/-, which was not accepted and was refunded back to the complainant.

16. However, the Authority observed that the amount of Rs.22,48,502/- has been refunded by the respondent through RTGS on 24.06.2026. The respondent has duly followed the due procedure as per the Affordable Housing Policy, 2013 as the respondent issued demand letters dated 18.03.2023, 01.12.2023, 01.05.2024, 13.09.2024, 17.03.2025, 11.12.2025,

06.02.2026 and reminder letters dated 05.05.2026 and thereafter, made a publication in the newspaper on 28.04.2026. However, the complainant failed to pay the outstanding dues. Thereafter, the respondent issued a cancellation letter dated 22.06.2026 and requested the complainant to provide original documents in order to initiate refund after deduction of amount as per affordable housing policy. On 24.06.2026, the complainant wrote an e-mail to the respondent to reconsider the cancellation and reinstate the unit of the complainant, Though, the same cannot be done as the unit was cancelled after following the due procedure established by the Affordable Group Housing Policy, 2013. Thus, the cancellation of the unit stands valid.

17. After consideration of the afore-mentioned facts and submissions, the only relief which can be provided to the complainant is of refund as per clause 5(iii)(i) of Affordable Housing Policy, 2013 in case any successful applicant fails to deposit the instalments within the stipulated time. In such case, an amount of Rs.25,000/- can be forfeited by the colonizer and the balance amount shall be refunded to the applicant-allottee. Relevant portion of clause 5(iii)(i) of the Affordable Housing Policy, 2013 is reproduced below for ready reference:

> *i. If any successful applicant fails to deposit the instalments 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 instalments 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 news-paper having circulation of more than ten thousand in the State for payment of due 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.*
>
> ***(Emphasis supplied)***

18. In the present case, the complainant has failed to pay the due instalments even after issuance of demand letter, reminder letters and publication in the newspaper. Keeping in view the afore-mentioned factual and legal provisions, the respondent can retain the amount paid by the

complainant against the booked unit as per clause 5(iii)(i) of Affordable Group Housing Policy, 2013 i.e., Rs.25,000/- only.

19. The prescribed rate of interest as per Rule 15 of Rules, 2017 payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent.

20. The authority hereby directs the promoter to return the amount received by him i.e., Rs.24,64,985/- after deducting the amount of Rs.25,000/- as per clause 5(iii)(i) of Affordable Group Housing Policy, 2013 along with interest at the rate of 10.80% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation i.e., 22.06.2026 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid. The amount of Rs.22,48,502/- paid by the respondent to the complainants towards post termination shall be deducted from total refundable amount.

F.VII Direct the respondent to to pay legal expenses of Rs.1,00,000/- incurred by the complainant along with other charges.

21. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)***, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

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 /promoter is directed to refund the amount i.e., **Rs. 24,64,985/-** received from the complainant-allottee after deducting the amount of Rs.25,000/- as per clause 5(iii)(i) of Affordable Group Housing Policy, 2013 along with interest on such balance amount at the rate of 10.80% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation i.e., 22.06.2026 till the actual date of refund of the amount.

    ii. The amount of Rs.22,48,502/- paid by the respondent to the complainants towards post termination shall be deducted from total refundable amount.

    iii. A period of 90 days is given to the respondents 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.

(Phool Singh Saini)
Member
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 20.08.2026