

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

Complaint no.: 5772-2025
Date of filing: 07.11.2025
Date of decision: 25.08.2026

Sanjay Kumar Hooda
R/o:- 1196, Sector 2, Rohtak-124001, Haryana

Complainant

Versus

Sternal Buildcon Private Limited
Registered office: 13th floor, Dr. Gopal Das Bhawan, 28,
Barakhamba Road, Connaught Place, New Delhi-1100011

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sanjay Kumar Hooda

Complainant in person

Mr. Venket Rao (Advocate)

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 thereunder 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 and location of the project	The Millennia, Sector 37 D Gurugram
2.	Nature of project	Affordable Group Housing
3.	HRERA Registered or not registered	Registered 41 of 2020 dated 09.11.2020 valid upto 31.12.2014
4.	DTCP license	17 of 2020
5.	Date of BBA	14.07.2021 (Page 21 of complaint)
6.	Flat no.	T6-1205, 12 th floor, T-6 (Page 24 of complaint)
7.	Area admeasuring	580.836 Sq.ft. (carpet area) 80.342 (balcony area) (Page 24 of complaint)
8.	Possession Clause	<i>Clause 7.1 The developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "commencement date"), whichever is later. (Emphasis supplied)</i> [Page 31 of complaint]
9.	Date of building plan approvals	22.10.2020
10.	Date of environment clearance	Not placed on record
11.	Due date of possession	22.10.2024 (calculated from the date of building plan approval)
12.	Total sale consideration	Rs. 23,63,515/- (as per BBA, page 25 of complaint)
13.	Amount paid by the complainant	Rs.25,00,909/- (as alleged by the complainant)
14.	Date of Occupation Certificate	14.05.2025 (as per DTCP)
15.	Offer of possession	Not placed on record

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a) That the respondent published an advertisement in the newspaper *The Indian Express* dated 18.11.2020, inviting applications for booking flats in the above-mentioned project. The complainant applied for a 2-BHK Type-1 flat vide application No. 50200, along with 5% of the total cost of the flat, amounting to Rs.1,19,358/-. A draw of lots was held on 24.01.2021, in which the complainant was declared successful and was allotted Flat No. T6-1205, having a carpet area of 580.836 sq. ft. and a balcony area of 80.342 sq. ft., situated on the 12th floor of Tower/Block/Building No. T6 (2-BHK Type-1), along with an open two-wheeler parking space. The total sale consideration of the aforesaid flat was Rs.23,63,515/-, as mentioned in the advertisement dated 18.11.2020
- b) That the builder-buyer agreement was executed between the complainant and the authorised representative of the respondent on 14.07.2021. As per the BBA dated 14.07.2021, the complainant was required to make payments in accordance with the payment schedule annexed thereto as Schedule C
- c) That the respondent sent demand letters to the complainant via email instead of sending physical copies to the complainant's registered address. The complainant was not in the habit of checking the email account regularly, which had been provided at the time of submitting the application
- d) That upon checking the email account on 20.03.2021, the complainant came to know that the respondent had raised a demand for Rs.4,77,431/-, along with interest. Accordingly, on 20.03.2021, the complainant sent a letter to the respondent requesting it to waive the interest accrued due to non-receipt of the demand letter in physical form and to send all future demand letters to the complainant's registered address
- e) That the complainant paid the principal amount of Rs.4,77,431/- demanded by the respondent but did not pay the interest amount of Rs.8,741/-. The email

dated 27.08.2021 reflects the receipt of the aforesaid payment by the respondent.

- f) That the respondent again sent reminder no. 1 dated 30.07.2021 via email instead of sending a physical copy to the complainant's registered address. The reminder demanded payment of the principal amount of Rs.2,98,393/- along with interest of Rs.9,709/-.
- g) That between 01.08.2021 and 20.08.2021, the complainant sent several emails to the respondent requesting that demand letters be sent to the complainant's registered address and that the interest accrued due to the respondent's failure to comply with the complainant's request dated 20.03.2021 be waived. The complainant paid the principal instalment of Rs.2,98,393/- on 19.08.2021.
- h) That the complainant was unable to pay the instalment due on 22.01.2022 in advance due to the non-functioning of the respondent's payment gateway. In this regard, the complainant sent several emails during December 2021 and January 2022, along with attachments demonstrating that the payment gateway was not accepting payments.
- i) That the complainant ultimately paid only the principal instalment amount of Rs.2,98,393/- on 25.01.2022. It is pertinent to mention that the respondent had not issued receipts for any of the payments made by the complainant up to January 2022.
- j) That, in accordance with Schedule C of the BBA, the complainant paid the instalment due 18 months after the date of allotment, amounting to Rs.2,98,393/-, on 22.07.2022. The complainant also paid the instalment due 24 months after the date of allotment, amounting to Rs.2,98,393/-, on 22.01.2023.

- k) That, in respect of the instalment due 30 months after the date of allotment, the complainant contacted the respondent several times during June and July 2023 to seek assistance in availing a bank loan. However, no response was received from the respondent. Thereafter, the complainant sent several emails during July, August and September 2023 seeking information regarding the procedure for obtaining a loan to make the payment for the allotted flat. However, the respondent failed to respond to those emails.
- l) That on 12.09.2023, the complainant again sent an email to the respondent stating that the loan process had been delayed due to the respondent's failure to provide the requisite documents. The complainant further stated that the payment receipts, account statement and other documents required for processing the bank loan had not been provided despite repeated requests. Instead of providing the requisite documents, the respondent issued a cancellation letter dated 12.09.2023. Thereafter, the complainant again contacted the respondent telephonically and requested the necessary documents for processing the loan. The complainant also sent an email dated 18.09.2023 reiterating the request for payment receipts, the account statement and other documents required for the loan.
- m) That, surprisingly, the respondent, vide email dated 20.09.2023, asked the complainant to share the documents required for the loan instead of providing the payment receipts, account statement and other documents sought by the complainant in the preceding emails.
- n) That, as per the details stated above, the complainant had paid a total amount of Rs.23,87,147/- up to 02.05.2024, which exceeded the total sale consideration of Rs.23,63,515/- mentioned in Clause 1.2 of the BBA and in the advertisement dated 18.11.2020.

- o) That the respondent sent an email dated 24.06.2025 to the complainant enclosing a demand letter dated 30.05.2025. Instead of waiving the late payment charges, as allegedly assured, the respondent, surprisingly and allegedly without justification, reflected an amount of Rs.30,008.65/- as having been received from the complainant. However, as evident from the complainant's account ledger and bank statement, no payment had been made by the complainant to the respondent after 02.05.2024, including after receipt of the offer of possession and the final statement dated 30.05.2025
- p) That the complainant again contacted the respondent telephonically, whereupon the respondent assured the complainant that the necessary corrections would be made shortly. However, instead of making the corrections, the respondent issued another reminder letter dated 16.07.2025, again levying late payment charges. Consequently, the complainant sent an email dated 17.07.2025 requesting the respondent to honour its assurance regarding the waiver of interest/late payment charges and to issue a revised demand letter.
- q) That, relying upon the respondent's telephonic assurance that the late payment charges would be waived and that the complainant was required to deposit only the actual outstanding dues, the complainant paid Rs.85,058/- towards other charges. The complainant also sent an email requesting a receipt for the payment and reiterating the request for waiver of the late payment charges/interest, as assured by the respondent. Further, the complainant paid utility charges amounting to Rs.28,704/- on 04.08.2025.
- r) That on 12.08.2025, the complainant sent an email to the respondent requesting it to offer possession of Flat No. T6-1205 and execute the conveyance deed in respect thereof. In response, the respondent sent an email dated 18.08.2025 enclosing the customer ledger and a summary of late

payment charges. The respondent thereby again failed to honour its alleged assurance regarding the waiver of late payment charges.

s) That when the complainant approached the respondent seeking possession of the flat, execution of the conveyance deed and waiver of the late payment charges, which had allegedly been assured by the respondent telephonically and in person at its office in Sector 30, Gurugram, the respondent failed to provide any satisfactory response. Being highly aggrieved by the aforesaid circumstances and the conduct of the respondent, the complainant has been left with no other efficacious option but to approach this Hon'ble Authority at Gurugram for redressal of the grievances.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. In exercise of powers under Section 35, direct the respondent to place on record all statutory approvals and sanctions for the project.
 - II. Direct the respondent to refund the interest on deposited sale consideration of the flat to the complainant in terms of Rule 15 of HRERA Rules 2017 i.e., SBI MCLR + 2% till handing over the physical possession of the unit bearing no. T6-1206.
 - III. Direct the respondent to refund the deposited amount of other charges and utility charges along with interest in terms of Rule 15 of HRERA Rules 2017.
 - IV. Direct the respondent to waive off the late payment/interest as demanded by respondent which has also been promised to be waived off by the respondent.
 - V. No handling charges are to be paid by the complainant to the respondent till physical possession of the unit bearing no. T6-1205.
 - VI. Any other relief as this hon'ble Authority may deem fit and appropriate in the facts and circumstance of the present case.

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.
6. **The respondent has filed an application seeking clarification regarding the reliefs sought. The contents of the application are reproduced below:**
- a) That the complainant had preferred the present complaint seeking the relief of refund. However, the complainant seeks for the said relief "till the physical possession". Furthermore, the complainant has sought the refund of utility and other charges "till the handing over of physical possession, and further, setting aside of handling charges "till physical possession". For the kind perusal of the Authority, the relief sought by the complainant has been highlighted below:
- In exercise of powers under Section 35, direct the respondent to place on record all statutory approvals and sanctions for the project.*
 - To refund the interest on deposited sale consideration of the flat to the complainant in terms of Rule 15 of HRERA Rules 2017 i.e., SBI MCLR + 2% till handing over the physical possession of the unit bearing no. T6-1206.*
 - To refund the deposited amount of other charges and utility charges along with interest in terms of Rule 15 of HRERA Rules 2017.*
 - To waive off the late payment/interest as demanded by respondent which has also been promised to be waived off by the respondent.*
 - No handling charges are to be paid by the complainant to the respondent till physical possession of the unit bearing no. T6-1205.*
 - Any other relief as this Hon'ble Authority may deem fit and appropriate in the facts and circumstances of the present case."*
- b) In view of the above, it is evident that the complainant has sought reliefs that are contrary to each other, as a refund cannot be granted while simultaneously seeking possession of the unit. Refund may be granted only where the allottee intends to withdraw from the project, whereas delayed possession charges may be awarded until the handing over of possession where the allottee intends to continue with the project. Accordingly, it is respectfully submitted that, under the Act, 2016, an allottee cannot seek both reliefs simultaneously,

as the relief of refund is inconsistent with the relief of delayed possession charges. Therefore, in order to enable the respondent to file a detailed reply, it is imperative that the complainant clearly specifies the reliefs sought in the complaint. Failing this, the respondent would be prejudiced in effectively defending the matter, which would be contrary to the principles of natural justice

F. Findings of the Authority.

- I. The Authority observes that the reliefs sought by the complainant in the present complaint are unclear and appear to be inconsistent with each other. The complainant has failed to specify whether a refund of the amount paid towards the unit or delayed possession charges along with possession of the unit is being sought. The Authority further observes that the complainant has failed to appear on the last two dates of hearing, i.e., 28.07.2026 and 25.08.2026. Consequently, the Authority has not been afforded an opportunity to seek clarification from the complainant regarding the precise reliefs sought in the complaint during the proceedings. Accordingly, the Authority is constrained to consider the matter on the basis of the documents and material placed on record by the parties.
- II. In this regard, it is pertinent to refer to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, which provides for the remedies available to an allottee in the event that the promoter fails to complete or is unable to give possession of the apartment, plot or building in accordance with the terms of the agreement or due to discontinuance of the business for any reason. The provision contemplates distinct remedies depending upon whether the allottee intends to withdraw from the project or continue with it. Where the allottee intends to withdraw from the project, the allottee may seek a refund of the amount received by the promoter, along with interest and

compensation, as applicable under the said provision. On the other hand, where the allottee does not intend to withdraw from the project, the allottee is entitled to interest for every month of delay until the handing over of possession, at the prescribed rate, subject to the applicability of the statutory conditions.

III. Accordingly, the present complaint, being defective on account of the ambiguity and lack of clarity in the reliefs sought, is ***dismissed with liberty to the complainant to file a fresh complaint*** by clearly specifying the relief claimed and the applicable statutory provision under the Real Estate (Regulation and Development) Act, 2016.

7. Complaint stand disposed of.
8. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram
25.08.2026