BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of filing of complaint: 21.11.2025
Date of Order: 13.10.2026

NAME OF THE BUILDER		M/s HCBS Development Limited	
PROJECT NAME		"Auroville"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5712/2025	Vikas Singh V/S M/s HCBS Development Limited	Shri Aakash Gupta Advocate & Shri Harshit Batra Advocate
2.	CR/5713/2025	Vikram Singh V/S M/s HCBS Development Limited	Shri Aakash Gupta Advocate & Shri Harshit Batra Advocate

CORAM:
Shri Arun Kumar **Chairman**

ORDER

1. The present complaints has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Auroville**" (Affordable Group Housing Project) being developed by the same respondent/promoter i.e., M/s HCBS Development Limited.

The terms and conditions of the buyer's agreement against the allotment of units in the project of the respondent/builder and fulcrum of the issues involved in both the cases pertains to possession of the units in question following cancellation and other reliefs.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	**Auroville** **Sector – 103, Gurugram.**
Occupation Certificate: - Not Obtained	
Possession Clause as per Affordable Housing Policy, 2013: - **1 (iv)** *All such projects shall be required to be necessarily completed within* ***4 years from the date of 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 the policy.*	

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Reply status and Allotment Letter	Unit No.	Date of execution of agreement to sell and Offer of possession	Due date of possession And Date of Cancellation	Sale Consideration/ Total Amount paid by the complainant in Rs.
1.	**CR/5712/2025** Vikas Singh V/S M/s HCBS Development Limited Date of Filing of complaint- 21.11.2025	**Reply** received on 17.03.2026 **Allotment-** 21.01.2022 (As per page no. 30 of the complaint)	**75F on 7th floor, Tower-F,** Area admeasuring 643.25 sq. ft. (As per page no. 30 of the complaint)	**20.07.2022** (As per page no. 36 of the complaint) **Offer of possession:** - Not Offered	**20.02.2019** [Calculated 4 years from date of EC being i.e., 02.12.2015 **Cancellation** - 24.01.2025	**TSC: -** 28,29,667/- (As per page no. 27 of the complaint) **AP: -** 7,07,417/- (As per SOA on page no. 68 of complaint)

2.	**CR/5713/2025** Vikram Singh V/S M/s HCBS Development Limited Date of Filing of complaint-21.11.2025	**Reply** received on 17.03.2026 **Allotment-** 21.01.2022 (As per page no. 31 of the complaint)	**1221 on 12th floor, Tower-D** Area admeasuring 497.19 sq. ft. (As per page no. 11 of the complaint)	**Not Executed** **Offer of possession:** - Not Offered	**20.02.2019** [Calculated 4 years from date of EC being i.e., 02.12.2015 **Cancellation** - 29.05.2025	**TSC: -** 22,10,080/- (As per page no. 11 of the complaint) **AP: -** 7,82,704/- (As per SOA on page no. 39 of complaint)

The complainants in the above complaints have sought the following relief(s):

1. Direct the respondent to complete the development of the apartment unit along with all facilities and amenities like water, electricity, roads, green belt, etc.
2. Direct the respondent to revoke the cancellation of the flat no. 75 F, 7th Floor, Tower F allotted to the complainant.
3. Direct the respondent to demand only legitimate payments according to the payment schedule as per the Affordable Housing Policy, 2013 and not to charge any illegal and unlawful amount from the Complainant which is not part of the apartment buyer's agreement dated 20th July, 2022.
4. Direct the respondent to not to charge interest on account of delayed payments from the complainant as no interest is chargeable because the complainant had made all payments on time as and when demanded by the respondent.
5. Direct the respondent to handover the possession of the flat as per the apartment buyer's agreement executed between the parties.
6. Direct the Respondent to issue revised statement of accounts to the complainant for the flat no. 75, 7th Floor, Tower F.
7. Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainant for filing and pursuing the instant case.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	**Full form**
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

5. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case

CR/5712/2025 titled Vikas Singh V/S M/s HCBS Development Limited are being taken into consideration for determining the rights of the allottee(s).

A. Unit and project related details

6. 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:

CR/5712/2025 titled Vikas Singh vs M/s HCBS Development Limited

S.N.	Particulars	Details
1.	Name & Location of the project	"HCBS Auroville", Sector-103, Gurugram, Haryana
2.	Nature of the project	Affordable Group Housing
3.	Area of project	8.75 acres
4.	DTCP license no.	License No.-02 of 2021 dated 21.02.2021
5.	Registered/not registered	Registered Vide registration no. 67 of 2021 Dated-12.10.2021
6.	Allotment Letter	21.01.2022 (As on page no. 29 of complaint)
7.	Unit no.	75F, 7th Floor, Tower-F (As on page no. 30 of complaint)
8.	Area admeasuring	643.25 sq. ft. Carpet Area (As on page no. 30 of complaint)
9.	Builder Buyer Agreement	20.07.2022 (As on page 36 of complaint)
10.	Tripartite Agreement	16.08.2022 (As on page no. 61 of complaint)

11.	Building plan approvals	01.10.2014 (Taken from another file of same project)
12.	Environmental clearance	20.02.2015 (As on page no. 24 of reply)
13.	Possession clause	***As per Affordable housing policy*** *4 years from the date of E.C or building approvals whichever is later.*
14.	Due date of possession	20.02.2019 (Calculated 4 years from the date of E.C being later)
15.	Sale consideration	Rs.28,01,650/- (As on page no. 27 of complaint)
16.	Total amount paid by the complainant	Rs.7,07,417/- (As per SOA on page no. 68 of complaint)
17.	Demand Letters	12.10.2023, 01.05.2024 (As on page no. 84- 85 of complaint) 12.10.2023, 01.12.2023 (As on page no. 65-66 of reply)
18.	Reminder Letters	18.03.2024, 05.04.2024 (As on page no. 69-70 of reply)
19.	Newspaper Publication	27.04.2024 (As on page no.71 of reply)
20.	Cancellation Letter	29.05.2024 (As on page no. 73 of reply)
21.	Email sent to complainant for initiation of refund	24.03.2025, 04.04.2025 (As on page no. 75-76 of reply)
22.	Occupation certificate	Not on record
23.	Offer of possession	Not on record

A. Facts of the complaint:

7. The complainant has made the following submissions:

i. The complainant, Vikas Saini (hereinafter referred to as "complainant"), is a peace loving and law-abiding citizen of India, who nurtured hitherto an un-realized dream of having his own flat in upcoming society with all facilities and standards, situated around serene and peaceful environment. The complainant always leads his life with full of honesty, simplicity and truthfulness and epitomizes utmost kindness and humanism.

ii. The grievances of the complainant relate to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the flat no. 75 F (Type I) at 7th Floor in Tower F measuring carpet area of 643.25 square feet and balcony area of 109.68 square feet along with one two wheeler parking measuring approx. 0.8 meters * 2.5 meters in the project 'HCBS Auroville' situated in the Sector - 103, Tikampur, Gurugram, Haryana, purchased by the complainant paying his life time money.

iii. The respondent, HCBS Development Limited (hereinafter referred to as Respondent/Developer/Seller/Builder/ Promoter/Company) is the Company duly incorporated under the Companies Act, 1956 (as amended up to dated) and is being sued through its Chairman cum Managing Director. The respondent is carrying out business as builder, promoter and colonizer and is inter alia engaged in development and construction activities.

iv. In the apartment buyer's agreement (hereinafter referred to as "Agreement"), it is stated that the respondent is the owner and collaborator of the land bearing rectangle no. 13 Killa No. 11/2 (3-0), 20/2 (5-12), 17/2(4-0), 18 (8-0), 21 (7-12), 22 (8-0), 23 (8-0) & rectangle no. 16, Killa No. 1/1(0-18), ½ (7-2), 2(8-0), 9/1(1-16), 10(8-0), 8.75 acres totally measuring 35,409.99 square meters

situated at Sector 103, Tikampur, Tehsil Kadipur, Gurugram via sale deed document no. 16644 dated 14 November, 2007 registered at Gurugram and deed bearing no. 2524 dated 12th October, 2017 registered at Sub-Registrar, Gurugram. The Director, Town and Country Planning, Haryana vide licence bearing no. 02 of 2021 dated 21st January, 2021 had granted permission for construction and development of an Affordable Group Housing Project, as per Affordable Housing Policy 2013, to be known as 'HCBS Auroville'.

v. After the grant of the licence, the respondent collected a huge amount through application for allotment of a flat in the project from gullible and naive buyers from 2021 onwards and promised the complainant to hand over the possession of the flat on time. The respondent executed the apartment buyer's agreement with the complainant on 20th July, 2022.

vi. The complainant, in total, paid a sum of Rs.11,31,867/- way back till April, 2024, more than 40% of the total cost of the flat of Rs.28,01,650/- as per the payment plan, as and when demanded by the respondent. However, the respondent is charging illegal and unlawful demands from the complainant whereas the complainant always made payments on time as per the payment plan prescribed under the Haryana Affordable Housing Policy, 2013. The respondent raises illegal demand as per the payment plan annexed with apartment buyer's agreement as Annexure A which is not as per the law. Still the respondent kept raising illegal and arbitrary demands from the complainant.

vii. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the respondent. The respondent initially enticed various customers including the complainant to pay his hard-earned money for the

purchase of the flat in the project. The Complainant took a loan from State Bank of India and a tripartite agreement was executed between the complainant, Bank and the respondent, the Bank made time to time payment to the respondent as per the agreement. Still the respondent has threatened the complainant and cancelled his Flat illegally, unlawfully and fraudulently. The complainant is always ready and willing to pay the justified demand raised by the respondent and requests the Authority to revoke the cancellation made by the respondent.

viii. Hence present complaint.

B. Relief sought by the complainant:

8. 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 revoke the cancellation of the flat no. 75 F, 7th Floor, Tower F allotted to the complainant.

iii. Direct the respondent to demand only legitimate payments according to the payment schedule as per the Affordable Housing Policy, 2013 and not to charge any illegal and unlawful amount from the Complainant which is not part of the apartment buyer's agreement dated 20th July, 2022.

iv. Direct the respondent to not to charge interest on account of delayed payments from the complainant as no interest is chargeable because the complainant had made all payments on time as and when demanded by the respondent.

v. Direct the respondent to handover the possession of the flat as per the apartment buyer's agreement executed between the parties.

vi. Direct the respondent to issue revised statement of accounts to the complainant for the flat no. 75, 7th Floor, Tower F.

vii. Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainant for filing and pursuing the instant case.

9. 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.

C. Reply by the respondent:

10. The respondent has contested the complaint on following grounds:

i. That at the very outset, it is submitted that the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground alone. The present complaint is based on an erroneous interpretation of the provisions of the RERA Act, rules and regulations of Affordable Housing Policy, 2013 as well as an incorrect understanding of the terms and conditions of the agreement dated 20.07.2022.

ii. The complainant is estopped by their acts, conduct, acquiescence, laches, omissions, etc. from filing the present complaint. The allotment of the unit of the complainant was cancelled on 29.05.2024 due to the repeated defaults of the complainant.

iii. The complainant is in default of their 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.

iv. The respondent had obtained license no. 02 of 2021 dated 21.01.2021 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").

v. The respondent had already obtained the approval of the building Plan on 23.07.2021. Moreover, the environmental clearance has also been obtained by the respondent on 30.07.2022.

vi. The project of the respondent has also been registered with the Haryana Real Estate Regulatory Authority (the "RERA") vide RERA registration no. 67 dated 12.10.2021. The respondent has been transparent in his conduct since the very beginning. 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 (the "project") approached the respondent to purchase the unit and applied for the allotment under the scheme of Affordable Housing Policy, 2013 (as amended time to time).

vii. Upon the draw of lots and acceptance of his application for allotment of the unit, a flat bearing no. 75F on the 7th floor, Tower F, tentatively admeasuring a carpet area of 643.25 sq. ft. and balcony area of 109.68 square feet (the "unit") was allotted to the complainant vide allotment letter dated 21.01.2022.

viii. Thereafter, an apartment buyer's agreement was sent to the complainant for signing the same, which was delayed by the complainant. Finally, the parties executed the apartment buyer's agreement on 20.07.2022 (the "agreement"). The agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on the parties.

ix. Being a contractual relationship, reciprocal promises are bound to be maintained. The rights and obligations of the allottee as well as the builder are completely and entirely determined by the covenants

incorporated in the allotment letter which continue to be binding upon the parties thereto with full force and effect.

x. The stipulated completion period for the Affordable Housing Project as per the policy is calculated four years from the date of sanction of building plan or the date of grant of the environmental clearance. In the present case the environment clearance was granted on 30.07.2022, and accordingly, the contractual and statutory due date for completion falls on 30.07.2026. In the present circumstances, the Respondent has neither violated nor defaulted in compliance with any provision of the Real Estate (Regulation and Development) Act, 2016, nor has it failed to adhere to the approved project timelines. As on date, the respondent continues to carry out construction in accordance with the sanctioned plans and applicable laws, and sufficient time remains for completion of the project within the prescribed period.

xi. The respondent issued several the demand letters for the pending outstanding dues however to the utter shock of the respondent herein, the complainant had failed to make payment of these instalments. By not making the due payments, not only has the Complainant violated the allotment letter 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.

xii. Since the very beginning the complainant had stopped making payments of the instalments and the last payment received before the date of cancellation from the complainant was on 02.04.2024.

xiii. 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 29.05.2024.

xiv. The right of the respondent to validly cancel / terminate the Unit arises also from the Model RERA buyer's agreement provided with Haryana Real Estate (Regulation and Development) Rules, 2107 which also recognizes the default of the allottee and the forfeiture of the interest on the delayed payments upon cancellation of the unit in case of default of the allottee.

xv. After the cancellation of the allotment of the unit of the complainant, the complainant has been left with no right, title, interest, charge, or lien over the unit. Accordingly, the present complaint is misconceived, devoid of merit, and liable to be dismissed.

11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submissions made by the parties.

D. Jurisdiction of the authority:

12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

13. 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.

D.II Subject-matter jurisdiction

14. 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.*

15. 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.

E. Findings on the relief sought by the complainant.

E.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.

E.II Direct the respondent to revoke the cancellation of the flat no. 75 F, 7th Floor, Tower F allotted to the complainant.

E.III Direct the respondent to demand only legitimate payments according to the payment schedule as per the Affordable Housing Policy, 2013 and not to charge any illegal and unlawful amount from the Complainant which is not part of the apartment buyer's agreement dated 20th July, 2022.

E.IV Direct the respondent to not to charge interest on account of delayed payments from the complainant as no interest is chargeable because the complainant had made all payments on time as and when demanded by the respondent.

E.V Direct the respondent developer to handover the possession of the flat as per the apartment buyer's agreement executed between the parties.

E.VI Direct the respondent to issue revised statement of accounts to the complainant for the flat no. 75, 7th Floor, Tower F.

16. 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.

17. 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. 28,01,650/-. An agreement for sale was executed between the parties on 20.07.2022 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.7,07,417/-. 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)***

18. The due date of possession is to be calculated 4 years from the date of environment clearance i.e., 20.02.2015. Therefore, the due date of possession comes to 20.02.2019 as per the clause of Affordable Housing Policy, 2013.

19. In present complaint, the complainant intends to continue with the project and is seeking reinstate the allotment of the unit and other reliefs. However, as per the documents placed on record with the complaint, the Authority observed that the unit has been cancelled on 29.05.2024 i.e., 2020 i.e., approximately 1.5 years before the filing of the present complaint.

20. 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

17.03.2026 stated that the respondent has cancelled the unit of the complainant on account of non-payment by the complainant. The respondent has raised demands for payment of outstanding dues; however, the complainant never paid any heed to the same and till date paid an amount of Rs.7,07,417/- only, against the sale consideration of Rs. 28,01,650/-.

21. However, upon perusal of the documents available on record, the Authority observes that the respondent has duly followed the procedure prescribed under the Affordable Housing Policy, 2013. The respondent issued demand letters dated 12.10.2023, 01.12.2023, and 01.05.2024, followed by reminder letters dated 18.03.2024, 05.4.2024. Subsequently, a public notice was also published in the newspaper on 27.04.2024, calling upon the complainant to clear the outstanding dues. However, despite the aforesaid opportunities, the complainant failed to discharge the outstanding payment obligations.

22. Thereafter, the respondent issued a cancellation letter dated 29.05.2024 and called upon the complainant to submit the original documents to enable the respondent to initiate the refund process after making deductions in accordance with the applicable provisions of the Affordable Housing Policy, 2013. However, in view of the fact that the unit had already been cancelled on account of the complainant's failure to clear the outstanding dues, after following the procedure prescribed under the Affordable Housing Policy, 2013, the respondent is under no obligation to execute the conveyance deed. Accordingly, the Authority finds that the cancellation of the unit by the respondent is valid.

23. 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)

24. 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.

25. 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.

26. Therefore, the promoter is liable to return the amount received by it i.e., Rs.7,07,417/- 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., 29.05.2024 till the actual date of refund of the

amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

E.VII Direct to pay legal expenses of Rs.1,00,000/- incurred by the complainant for filing and pursuing the instant case.

27. 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.

F. Directions of the authority:

28. 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. 7,07,417/- 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., 29.05.2024 till the actual date of refund of the amount.

ii. 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.

29. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

30. Complaints as well as application(s), if any, stands disposed of. True certified copy of this order shall be placed in the case file of each matter

31. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026

HARERA
GURUGRAM