

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

Complaint no. : 5901 of 2025
Date of complaint : 08.12.2025
Date of decision : 08.09.2026

Vandana Singh,
R/o: - 202/8, Sector 1, Pushp Vihar,
MB Road, Delhi-110017.

Complainant

Versus

Fidatocity Homes Private Limited
Having Regd. Office At: House No. D-800, Ground
Floor, New Friends Colony, South Delhi, Delhi.
Also at: 17th Floor, Tower B, M3M Urbana Business
Park, Golf Course Road Extension, Sector 67,
Gurugram- 122001, Haryana.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Ishaan Dang (Advocate)
Priyanka Aggarwal (Advocate)

Complainant
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 allottees 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:

S. No.	Particulars	Details
1.	Name of the project	"Sky Palazzos" in Sector-88 B, Gurugram
2.	Project area	10.84375 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	130 of 2024 dated 24.10.2024 valid up to 23.10.2029
5.	Name of licensee	Fidatocity Homes Private Limited and 3 others
6.	RERA Registered/ not registered	Registered vide no. 24 of 2025 dated 04.03.2025 valid up to 30.09.2032
7.	Area registered	5.65416 acres
8.	Unit no.	D-2702, 27 th floor, tower/block-D (As per page no. 25 of the complaint)
9.	Unit area admeasuring	163.39 sq. mt. (Carpet Area) and 301.93 sq. mt. (Super Area) (As per page no. 25 of the complaint)
10.	Welcome letter	18.04.2025 (As per page no. 23 of the complaint)
11.	Allotment letter	18.04.2025 (As per page no. 24 of the complaint)
12.	Date of execution of agreement to sell	Not executed
13.	Possession clause	Not available
14.	Due date of possession	30.09.2032 (Proposed date of possession of unit as declared by the promoter vide allotment letter dated 18.04.2025 at page 24 of complaint)
15.	Total sale consideration	Rs.6,35,70,935/- (As per payment plan on page no. 26 of the complaint)
16.	Amount paid by the complainants	Rs.60,90,000/-

		(As per receipt information on page no. 29-35 of the complaint)
17.	Occupation certificate /Completion certificate	Not obtained
18.	Offer of possession	Not offered
19.	Request for refund	10.05.2025 (As per page no. 38 of the complaint)

B. Facts of the complaint

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

- I. That the officials of the respondent had first approached the complainant in the year 2025 for booking a unit in the project to be developed by the respondent. The respondent had conveyed to the complainant that it was developing a premium residential project under the name and style of "Sky Palazzo", situated in Sector 88B, Gurugram spanning across 11 acres approximately and consisting of six high-rise towers comprising 560 luxury units. The respondent had also assured the complainant that it was in receipt of all necessary licenses, approvals, sanctions, permissions etc. issued by the competent authorities for development of the said project. Moreover, the respondent had assured the complainant that the construction of the said project would be completed by 2032.
- II. That relying upon the promises and assurances proffered by the respondent orally as well as through brochures and other promotional material and enticed by the attractive picture portrayed by the respondent, the complainant were induced to book an apartment bearing No. D-2702 and measuring 163.39 square meters (carpet area, located on the 27th Floor in Tower D in the said project.
- III. That the respondent had also issued allotment letter dated 18.04.2025 to the complainant. The aforesaid allotment letter contained the



payment plan as well as terms and conditions of booking. The total sale consideration amount (inclusive of basic sale price, IDC, EDC, Parking Charges, PL and Club Membership Charges) had been quantified at Rs.6,01,25,000/- and was duly mentioned in the allotment letter.

- IV. That the complainant had opted for a "special bank flexi payment plan" which was essentially a subvention scheme proposed by the respondent through M/s Mega Realty. However, a different payment plan had been appended with the allotment letter by the respondent as Annexure A. It is submitted that the payment plan appended with the allotment letter by the respondent was completely different to the payment plan chosen by the complainant, i.e. the subvention scheme.
- V. That it had been duly incorporated in Clause 5 of the allotment letter that the respondent and the complainant would execute the builder buyer agreement/ agreement for sales within 30 days of the allotment of the said unit. Interestingly, the respondent had intentionally omitted to mention the timeline with respect to handing over of physical possession of the said unit to the complainant in the aforesaid allotment letter.
- VI. That the complainant had made a total payment of Rs.60,90,000/- to the respondent at the time of booking with respect to the said unit. It would not be out of place to mention that acceding to the persistent and earnest requests of the respondent, the complainant had made payment of an amount over and above the amount as stipulated in the payment plan annexed with the allotment letter.
- VII. That upon contacting the officials of M/s Mega Realty, they had conveyed to the complainant that the bank loan would be sanctioned and payment would be made by bank as per the subvention scheme. Moreover, the CRM team of the respondent had referred the



complainant to a representative of Central Bank and another representative who was freelance loan executive. Both the representatives had taken certain documents of the complainant and her husband including but not limited to PAN, Aadhar card, last three months' salary slips, copies of income tax returns, bank statement of last six months etc. Thereafter, the representative from Central Bank had telephonically conveyed to the complainant that the loan could not be processed further as the said project is not approved by Central Bank. Subsequently, the second freelance executive had conveyed to the complainant telephonically on 10th of May, 2025 that a total loan of up to 1.6 Crores could be sanctioned based on the income of the complainant and her husband and not 4.5 Crores as required for the subvention scheme payment plan. The aforesaid representative explained to the complainant in detail that no other bank would sanction a loan for such a high amount based on the income of the complainant and her husband.

- VIII. That later, the complainant had discussed the aforesaid with the officials of the respondent as well as M/s Mega Realty and ultimately decided to withdraw from the project. Accordingly, on 10th of May 2025, the complainant had sent an email to the respondent as telephonically discussed with the CRM team of the respondent indicating her intent to withdraw from the project and asking for refund of the amount paid by her to the respondent.
- IX. That in fact, the respondent had also acknowledged the request for refund made by the complainant vide email dated 16 May 2025.
- X. That despite the several reminder letters and emails issued by the complainant to the respondent, the respondent did not refund the amount paid by the complainant to her. In fact, the respondent vide



email dated 07.08.2025 had acknowledged the receipt of all original documents and stated in the aforesaid email that the refund would be processed within a period of 90 days.

- XI. That the genuine, valid and legal requests made by the complainant to the respondent have fallen on deaf ears. The complainant on their part and without being obliged to do so both in law and on facts kept on reminding the officials of the respondent (last communication being email dated 26.10.2025) and had also met with the Directors of the respondent. However, the same did not yield any results. The complainant has lost all hopes of receiving the refund of the amount paid by her from the respondent.
- XII. That the respondent is legally liable to refund the amount paid by the complainant to her. The respondent has not only deliberately neglected to do so without any cogent or plausible cause, but at the same time has kept the complainant completely in dark about the processing of the refund. Thus, there is gross deficiency in service on the part of the respondent. The respondent has evidently breached the provisions of the Act and the Rules framed there under. The respondent is liable to be penalised for its violations and transgressions.
- XIII. That moreover, the respondent has adopted unfair trade practices by demanding and receiving more than 10% of the consideration amount as payment from the complainant without executing and getting registered the buyer's agreement. The respondent has abused its dominant position and taken undue advantage of the compulsions of the complainant.
- XIV. That for the last about one week, the complainant as well as her husband have tried their level best to contact the respondent and to



convince them to refund the amount to the complainant. However, all efforts put in by the complainant in this direction have proved futile. The respondent is determined to cause financial loss to the complainant. The respondent has finally refused to accede to the request of the complainant two days prior to filing of the present complaint. Hence, this complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 1. Direct the respondent to refund the entire paid-up amount along with interest.
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 vide its reply dated 17.02.2026 on the following grounds: -
 - i. That the respondent has launched a premium residential group housing project titled "Sky Palazzo" situated at Sector-88B, Gurugram, Haryana. The complainant, having undertaken due diligence and verification of the project credentials, voluntarily approached the respondent in the year 2025 and booked Apartment No. D-2702, admeasuring 163.29 square meters of carpet area and 301.93 square meters of super area, located on the 27th floor of Tower-D in the said project. Pursuant to the booking, the respondent issued a welcome letter and an allotment letter both dated 18.04.2025. The said allotment letter stipulated the total sale consideration at Rs.6,01,25,000/-, inclusive of basic sale price, IDC, EDC, parking



charges, PLC, and club membership charges, and exclusive of taxes, along with the applicable payment plan and terms and conditions. The Complainant paid a total sum of Rs. 60,90,000/- including taxes & brokerage, towards the said unit under the Bank Flexi Payment Plan, which she consciously accepted without raising any objections at the relevant time. However, before the expiry of the 30-day period stipulated under Clause 5 of the allotment letter for execution of the builder buyer agreement (BBA), the complainant addressed an email to the respondent dated 10.05.2025, wherein she unilaterally expressed her intention to withdraw from the project. In the said email, the complainant candidly admitted that her housing loan amounting to 75% of the total consideration under the subvention scheme had not been sanctioned, rendering her incapable of adhering to the agreed payment schedule. The complainant simultaneously sought refund of the booking amount in the said communication.

- ii. That the present complaint is premature inasmuch as no cause of action has accrued in favour of the complainant, particularly given that the proposed date of possession is nearly seven years in the future. The respondent is contractually and statutorily entitled to forfeit earnest money equivalent to 10% of the total sale consideration in terms of Clause 3 of the allotment letter read with the Haryana Real Estate Regulatory Authority, Gurugram (Forfeiture of Earnest Money by the Builder) Regulations, 2018 along with statutory dues, taxes and brokerage.
- iii. That Clause 5 of the allotment letter dated 18.04.2025 expressly provided that the builder buyer agreement or agreement for sale was to be executed within 30 days from the date of allotment, i.e., by 18.05.2025. However, a mere 8 days prior to the expiry of this



stipulated period, the complainant herself, vide email dated 10.05.2025, expressed her unequivocal intention to withdraw from the project due to non-sanction of her home loan under the subvention scheme. Consequently, no occasion or default whatsoever arose on the part of the respondent to execute the BBA, rendering the complainant's allegation in this regard factually perverse, premature, and untenable. Similarly, the complainant's claim of delay in possession is equally premature. The allotment letter clearly stipulates the proposed date of possession as 30.09.2032, which was expressly accepted by the complainant at the time of booking. The complaint having been filed in 2025, approximately seven years prior to the contractual possession date, no cause of action on the ground of delay in possession has arisen either in fact or in law.

- iv. That the complainant has concealed the critical email dated 10.05.2025, wherein she admitted her inability to proceed due to loan sanction failure and sought cancellation. This constitutes "suppressio veri suggestio falsi", vitiating the complaint as an abuse of process, warranting dismissal with costs.
- v. That Clause 3 of the allotment letter expressly entitles the respondent to forfeit earnest money up to 10% of the total sale consideration where the allottee withdraws without fault attributable to the promoter. This is reinforced by the Haryana Real Estate Regulatory Authority, Gurugram (Forfeiture of Earnest Money by the Builder) Regulations, 2018 dated 05.12.2018, which allows forfeiture upto 10% in buyer-initiated cancellations.
- vi. That the complainant, vide email dated 10.05.2025, sought withdrawal from the project on the ground that the housing loan under the subvention scheme amounting to 75% of the total

consideration had not been sanctioned. The complainant stated that, in the absence of the said loan, she was not in a position to adhere to the agreed payment schedule. In the same email, the complainant also requested refund of the amount paid to the respondent, stating that "the subvention scheme viz. 75% of the consideration amount has not been sanctioned and I am not in a position to bear the cost as per the payment schedule; therefore, I request you to refund my booking amount at the earliest." It is submitted that the sanction of loan and arrangement of finance for purchase of the unit is the sole responsibility of the buyer, and the respondent is neither liable nor responsible for the same in any manner whatsoever.

- vii. That no cause of action has arisen or subsists in favor of the complainant to institute or prosecute the instant complaint. The complainant has preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent.
5. 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 on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

6. 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

7. 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

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

9. 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 leaving aside compensation which is to be decided by the Adjudicating Officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to refund the entire paid-up amount along with interest.

10. In the instant case, the complainant was allotted a residential apartment bearing no. D-2702, 27th Floor, Tower- D, measuring 163.39 sq.ft. carpet area in project of the respondent named "Sky Palazzo" situated at Sector-88B, Gurugram, Haryana vide allotment letter dated 18.04.2025 for a total sale consideration of Rs.6,35,70,935/-, against

which, the complainant has paid a sum of Rs.60,90,000/- till date. It is observed that the complainant vide email dated 10.05.2025, sought withdrawal from the project stating that the housing loan under the subvention scheme amounting to 75% of the total consideration had not been sanctioned and in absence of the said loan, she could not adhere to the agreed payment schedule.

11. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that as per allotment letter dated 18.04.2025, it was agreed that possession of the apartment was to be delivered by 30.09.2032. However, the complainant has already withdrawn from the project by sending email dated 10.05.2025 and sought refund of the paid-up amount even before the due date of possession. So, in such a situation, the complainant withdrew from the project even prior to the due date. Thus, she is not entitled to refund of the complete amount but only after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, which provides as under:

"5. AMOUNT OF EARNEST MONEY

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money **shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may be** in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

12. Keeping in view the aforesaid factual and legal provisions, the respondent can deduct the amount paid by the complainant against the



allotted unit as it is both the earnest money and 10% of the consideration amount. So, the same was liable to be forfeited in terms Regulations 11(5) of 2018. However, the amount paid by the complainant i.e., Rs.60,90,000/- constitutes to only 9.58% of the sale consideration of Rs.6,35,70,935/-. Thus, no direction to this effect.

G. Directions of the Authority:

13. Hence, in view of the findings recorded by the Authority on the aforesaid issues, no case of refund of the paid-up amount with interest is made out. Hence, the present complainant is dismissed being devoid of merits.
14. Complaint stands disposed of.
15. File be consigned to the registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2026