

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

Complaint no.: 2915 of 2025
Date of filing of complaint: 02.07.2025
Date of Order: 25.08.2026

Neeraj Mittal

R/o: House No. 634/18, Civil Lines, Baraf
Khana, Behind Gurudwara, Gurugram,
Haryana - 122001

Complainant

Versus

M/s Chirag Buildtec Private Limited

Regd. Office at: 101, Ground floor, Tower A,
Signature Towers, South City-1, Gurugram,
Haryana-122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Tapish Mangla (Advocate)

Sh. Garvit Gupta (Advocate)

Complainant

Respondent

ORDER

1. The present complaint dated 02.07.2025 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 provision 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:

S. No.	Particulars	Details
1.	Name and location of the project	ROF Ananda, Sector 95, Gurugram, Haryana
2.	Project area	16.82 acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license no.	17 of 2016 dated 25.10.2016
5.	RERA registered/ not registered and validity status	184 of 2017 dated 14.09.2017
6.	Date of booking	30.09.2021 At page 55 of reply
7.	Allotment letter	14.02.2022 (at page 66 of reply)
8.	Agreement for Sale	15.02.2022 (registered) (As per page no. 37 of the complaint)
9.	Unit no.	F-109, 1-BHK, 1 st floor, Tower-F (As per page no. 36 & 44 of the complaint)
10.	Unit admeasuring	347.96 sq. ft. (carpet area) (As per page no. 36 & 65 of the complaint)
11.	Total sale consideration	Rs.14,16,450/- (at page 44 of the complaint)
12.	Total amount paid by the Complainant	Rs.3,82,442 as per SOA dated 05.01.2023 at page 117 of reply

13.	Payment plan	Time link plan at page 66 of complaint
14.	Occupation certificate	20.02.2022 Taken from other decided complaint by authority
15.	Date of approval of building plan	07.12.2016
16.	Date of Environment clearance	09.10.2017 (page 35 of reply)
17.	Due date of possession	09.04.2022 (calculated form the date of environment clearance + 6 month on account of Covid-19)
18.	Offer of possession	23.02.2022 along with demand of Rs.12,50,076/- (at page 106-107 of Reply)
19.	Demand letter	*08.12.2021 for Rs.14,11,015/- (at page 31 of the complaint) *15.12.2021 for Rs.14,14,989/- (at page 33 of the complaint)
20.	Reminder Letter	*01.06.2022 demand of Rs.11,81,916/- (page 109 of reply) *16.06.2022 demand of Rs.11,81,916/- (page 110 of reply)
21.	Final opportunity letter prior to cancellation	04.07.2022 demand of Rs.11,81,916/- (at page 111 of reply)
22.	Final opportunity letter prior to cancellation	29.10.2022 for Rs.13,75,516/- At page 71 of complaint

23.	Cancellation letter	24.03.2023 along with cheque of Rs.87,452/- dated 19.07.2022 (page 113-144 of reply)
24.	Newspaper publication	18.03.2023 At page 112 of reply
25.	3rd party right created	17.02.2024 (at page 119 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions:

- a. That the present complaint is with reference to the Affordable Group Housing Colony 'ROF Ananda' situated at village Dhorka, Sector - 95, Gurugram, Haryana was launched by respondent, under the license no. 17 of 2016 dated 25.10.2016, issued by DTCP, Haryana, Chandigarh.
- b. That the complainant is the allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The Respondent Company is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
- c. That the Respondent is a company engaged in the business of developing residential and commercial projects. That the respondent published very attractive brochure, highlighting the Affordable Group Housing Colony "ROF Ananda' situated at village Dhorka, Sector - 95, Gurugram, Haryana. There are fraudulent representations, incorrect and false statements in the brochure.
- d. That the complainant was approached by the sales team of the respondent and was lavishly entertained and promises were made to him that the possession of the flats would be handed over in time

including that of parking, horticulture, club and other common areas. The complainant made an application for allotment of a flat. The complainant handed over a cheque no. 017512 dated 29.09.2021 of amounting Rs.1,50,000/- as registration amount to the respondent which is duly cleared by the banker of the complainant on 04.10.2021.

- e. That the complainant was allotted a flat bearing no. F-109 (Type A, 1-BHK) having carpet area of 347.96 sq. ft. and balcony area of 49.22 sq. ft. for a total consideration of Rs.14,16,450/-. On 08.12.2021, the respondent issued a demand letter to the complainant raising a lump sum demand of Rs.14,11,105/- for the flat & on 15.12.2021, the respondent again issued a demand letter to the complainant raising a lump sum demand of Rs.14,14,989/- for the flat without executing the agreement for sale with the complainant. The complainant made the payment of Rs. 2,32,442/- via cheque no. 041661 dated 06.01.2022 to the respondent for the flat. That till date i.e., 06.01.2022, the complainant had paid a total of Rs.3,82,442/-, which is approx. 27% of the total cost of the flat to the respondent without executing the agreement for sale. The respondent violated Section 13 of the Act, 2016 by taking more than ten percent (10%) cost of the flat before the execution of the agreement for sale. The respondent has collected hefty amount from the complainant and further raised demands, without executing the builder buyer agreement. Hence, the said demands are void, illegal and needs to be quashed. Further, levying interest at rate of 12% per annum.
- f. That the agreement for sale was executed between the complainant and the respondent on 15.02.2022 for the allotted flat no. F-109 (Type A, 1-BHK) at 1st Floor in Tower-F admeasuring carpet area of 347.96 sq. ft. at the rate of Rs. 4000/ per sq. ft. and balcony area of 49.22 sq.

ft. at the rate of Rs. 500/- per sq. ft. with a free two-wheeler parking in the project. The total consideration of the flat is Rs.14,16,450/- including balcony area charges.

- g. That the date of possession of the flat is calculated three (3) years from the date of execution of agreement dated 15.02.2022 as per the general principle given by the Hon'ble Supreme Court Judgement in ***Civil Appeal No. 3533-3544 of 2017 titled as Fortune Infrastructure & Another versus Trevor D'Lima and Others***. Thus, the date of possession for delivery of possession of the Flat comes out to be 15.02.2025.
- h. That the respondent issued Final Opportunity Letter dated 29.10.2022 to the complainant and raised an illegal and fraudulent demand of Rs. 13,75,516.16/- towards remaining payment for the flat, including interest for delayed payment at unjustified rate. The respondent had always demanded and collect payments from the complainant without following the payment plan as per the agreement, as the respondent had already collected approx. 27% of the total cost of the flat before executing the agreement for sale.
- i. That the respondent charged illegal and unlawful interest at unjustified rate from the complainant on the ground of delayed payment, whereas the complainant always made payments on time which were more than the amount due as per the agreement, as and when demanded by the respondent for the flat. The complainant objected to unjustified interest being charged by the respondent.
- j. That in January, 2023, the complainant received notice towards full and final settlement of account due to termination of allotment of Unit No. F-109 from the respondent stating that due to defaults in timely payment they had sent a cancellation/termination letter dated

22.07.2022 to the complainant and a copy of cheque has been issued towards the full and final settlement of your account. It is pertinent to mention here that the complainant never received any cancellation/termination letter from the respondent.

- k. That after receiving the notice from the respondent, the complainant visited the office of the respondent, wherein the sale executive of the respondent assured the complainant to issue a cheque of amounting Rs.12,10,300/- towards full and final payment of the flat and the possession of the flat will be handover to the complainant as soon as possible after clearance of cheque. Upon the assurance and commitment given by the executive of the respondent, the complainant issued a cheque no. 065128 dated 17.03.2023 of an amounting Rs.12,10,300/- which is duly cleared by the banker of the complainant on 27th March, 2023.
- l. That the respondent accepted the payment from the complainant, the respondent did not respond the complainant regarding the receipt and status of the complainant in the project as to when the complainant gets the possession of his flat. The complainant, in total, paid a sum of Rs. 15,92,742/- till date as and when demanded by the respondent, which is more than the total sale consideration of Rs.14,16,450/- of the flat as per the agreement. Still the respondent is charging and demanding unjustified interest and is not handing over the possession of the flat to the complainant.
- m. The Complainant contacted the respondent on several occasions and were regularly in touch with the Respondent with regard to execution of the Sale deed/conveyance deed. The Respondent was never able to give any satisfactory response to the complainant regarding the status of the construction and were never definite about the conveyance

deed in favour of the complainant, thereby the respondent violated section 19 of the Act, 2016.

- n. The complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they get the sale deed/ conveyance deed got executed in the name of the complainant and why construction is going on at such a slow pace, but to no avail.
- o. The Respondent have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, BBA and the different advertisements released from time to time. Further, such acts of the Respondent are also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.
- p. As per the demands raised by the respondent, based on the payment plan, the Complainant to buy the captioned unit already paid total sale consideration of Rs. 15,92,742/- which is exceeding the total sale consideration.
- q. That complainant requested to the respondent and challenging the demand letters and Cancellation Letters sent by the respondent, if any. Further, complainant repeatedly request the respondent to provide justification and to withdraw the demand letters and issue fresh demand letter after reconciling the accounts of the complainant and without illegal demands and interest charged @ 12% but respondent failed to do so till date.
- r. That the Complainant is the one who has invested their life savings in the project and is dreaming of an apartment/flat for himself and his family and the Respondent have not only cheated and betrayed them but also used his hard-earned money for their enjoyment

- s. That the Complainant being an aggrieved person filing the present complaint under section 31 with the Authority for violation/contravention of provisions of this Act.

C. Relief sought by the complainant:

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

- i. Direct the respondent to complete the development of the flat along with all facilities and amenities like water, electricity, roads, parks, etc. immediately.
- ii. Direct the Respondent/developer to hand over the actual, physical, vacant, legal and legitimate possession of the Flat No. F-109 in ROF Ananda together with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession for certain unwanted reasons and not to force to deliver an incomplete unit.
- iii. Restrain the respondent from raising any kind illegal, unlawful and fresh demand for payment under any head which is not part of the agreement for sale dated 15.02.2022 and to issue the customer statement.
- iv. Direct the respondent not to charge any penalty/interest on account of delayed payments from the complainant as no interest is chargeable & corporate by providing the required documents.
- v. Quash the illegal demand letters and cancellation letters.
- vi. Direct the respondent to set aside the cancellation letters and the Respondents may be directed to restore the BBA.
- vii. Direct the Respondent to execute the conveyance/sale deed of the abovesaid Flat in favour of the Complainant immediately.

- viii. Restrain the Respondent from creating third party rights/charge upon the same in any manner till decision of the complaint in the interest of justice, equity and fair play.
 - ix. Direct the respondent to pay interest over the delay possession Flat as promised.
 - x. Direct the respondent to pay legal expenses of Rs.1,00,000/- incurred by the complainant for filing and pursuing the instant 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.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:
- a. That the complaint is neither maintainable nor tenable and is liable to be out-rightly dismissed. There is no cause of action to file the present complaint.
 - b. That the Complainant has not approached this Authority with clean hands and has intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed by him maliciously with an ulterior motive and it is nothing but a sheer abuse of the process of law.
 - c. That the respondent has developed and delivered several prestigious projects and in most of these projects large number of families have already shifted after having taken possession.
 - d. That the Complainant is a real estate investor who had booked the unit in question with a view to earn quick profit in a short span of time. However, it appears that his calculations have gone wrong on account

of severe slump in the real estate market and the Complainant now wants to somehow illegally extract benefits from the respondent. Such *malafide* tactics of the Complainant cannot be allowed to succeed.

- e. That the Respondent is the sole, absolute and lawful owner of the land parcel situated in the revenue estate of Village Dhorka, Sector 95, Tehsil and District Gurugram, Haryana. The Respondent had obtained the approval/sanction to develop a project known as 'ROF Ananda' from the Director Town and Country Planning, Haryana, Chandigarh vide approval bearing license no. 17 of 2016 dated 25.10.2016 under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 read with the Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide the Town and Country Planning Department notification dated 19.08.2013 as amended from time to time.
- f. That the respondent had obtained the approval on the building plans from DTCP vide letter bearing Memo no. ZP-1133/SD(BS)/2016/26738 dated 07.12.2016 and the environment clearance bearing no. SEIAA/HR/2017/659 dated 09.10.2017 from the State Environment Assessment Authority, Haryana for the project in question. Moreover, the respondent in compliance of all laws including Real Estate (Regulation and Development) Act, 2016 has registered the project in question with the Authority and the Authority after scrutiny of all the relevant documents and completing its own due diligence has issued a registration certificate bearing no. 184 of 2017
- g. That the complainant, after checking the veracity of the project had applied for allotment of an apartment vide his Booking Application Form on 29.07.2021. The complainant agreed to be bound by the terms

and conditions of Booking Application Form. The complainant was aware and had admitted and accepted vide the Booking Application form that he by the way of said application form had applied in the said project under the Affordable Group Housing Colony being developed by the respondent under the Affordable Scheme Policy and had understood all the limitations and obligations after being provided with all the information and clarifications. The complainant was aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the said policy and only after being completely satisfied about the same, had made the booking with the respondent. Moreover, the complainant had also perused and signed Annexure A of the Application form which contained the Payment Plan which specifically stated the stage of payments. The payment plan of the unit applied for was strictly as per the notified Affordable Housing Policy, 2013

- h. That the Complainant was a subsequent allottee in the project and, as such, his rights and obligations were governed by the applicable provisions of the Affordable Housing Policy. As per clause 5(iii)(k) of the policy, a subsequent allottee is mandatorily required to clear all instalments and dues which had already fallen due prior to the date of allotment, without any exception.
- i. That the Respondent accordingly in compliance with the aforesaid policy framework and in a transparent manner, issued a demand letter dated 29.12.2021 to the Complainant, calling upon him to clear the outstanding amount of Rs.13,79,766/-, which represented the dues that had accrued prior to and up to the date of his allotment. However, the Complainant failed to make the payment of the demanded amount as per the stated demand letter.

- j. That subsequently, the Complainant was allotted a Unit bearing no. F-109, 1st Floor, Tower-F having carpet area of 347.96 sq. ft, and balcony area of 49.22 sq. ft. in the project of the Respondent along with a Two-Wheeler Parking space vide Allotment Letter dated 14.02.2022.
- k. That on the basis of the application, an Agreement was sent by the respondent to the complainant. The Complainant signed the Agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the Agreement. Thus, the Agreement for Sale was signed between the Complainants and the respondent on 14.02.2022.
- l. That the complainant was aware that as per Clause 11.1 of the Booking Application Form and Clause 5 of the Agreement, timely payment of the installment amount was the essence of the allotment. Further as per Clauses 11.2 of the Booking Application Form and 9.4 of the Agreement and as per Clause 5(iii)(i) of the Affordable Scheme Policy, 2013, that if the allottees fails to remit the payment demanded by the respondent on time, then they would be bound to make payment towards interest @15% per annum. Despite being aware of the terms and conditions, the complainants failed to remit the payments on time for the reasons best known to them and has now concealed the said facts from the Authority.
- m. That the Respondent continued to request the Complainant to make the payments in accordance with the payment plan and the demand letter dated 29.12.2021 issued by the Respondent. However, the said requests of the Respondent went in vain as the Complainant failed to make the complete payment out of the demanded amount despite being aware of the hereinabove mentioned terms of the Booking Application Form, the Agreement for Sale and the Affordable Housing Policy, 2013.

- n. That as per the terms of the Affordable Housing Policy, 2013, the Respondent was to handover the physical possession of the unit to the Complainants within a period of 4 years from the date of approval of the environment clearance. However, the due date to handover the possession of the unit was subject to force majeure conditions and timely payment of installment by the allottee.
- o. That on account of outbreak of Covid-19 pandemic, the implementation of the entire project was affected. The due date of possession as per the terms of the agreement without taking into consideration the force majeure conditions would have been 09.10.2021 (calculated as 4 years from the date of Environment Clearance). The fact that outbreak of Pandemic event was a force majeure condition and was beyond the reasonable control of the developers including the respondent.
- p. That despite such event, the respondent completed the construction of the tower in which the unit allotted to the Complainant is located and offered the possession of the unit vide letter dated 23.02.2022. Further there is no delay on the part of the respondent in completing the construction of the unit and offer the possession to the complainant although the complainant has throughout been at default. Upon receiving a written intimation from the builder to take the possession, the Complainant was to take the possession after making the payment towards the total sale consideration.
- q. That the respondent, along with offer of possession demanded Rs.12,50,076/-vide demand letter dated 23.02.2022. The Complainants failed to remit the said amount despite respondent resending the said previous demand vide its demand letter dated 23.02.2022. On account of blatant defaults on the part of the Complainants in remitting the demanded amount, the respondent was constrained to issue reminder

letters dated 01.06.2022 and 16.06.2022. Subsequently, the Respondent was constrained to issue a final opportunity letter dated 04.07.2022 to the Complainants.

- r. That despite repeated opportunities and reminders, the Complainant failed and neglected to clear the outstanding dues as demanded by the Respondent. The Respondent, in accordance with the terms and conditions of the allotment and strictly in accordance with the terms of Affordable Housing Policy, 2013, issued a newspaper publication on 18.03.2023, whereby the Complainant was apprised of the outstanding due instalment and informed that in the event of failure to clear the said dues within the stipulated time, the allotted unit would be liable to be cancelled. The said publication was issued only to notify the concerned allottees of their contractual obligations and the consequences of non-payment and did not amount to any termination or full and final settlement at that stage.
- s. That owing to the persistent non-payment of the demanded amounts and non-compliance with the terms of the Agreement, the Respondent was left with no option but to cancel the said allotment in accordance with the terms and conditions of the Agreement. Accordingly, the Respondent issued a cancellation letter dated 24.03.2023, thereby cancelling the said unit allotted in favour of the Complainant. That the Complainant had till date i.e., till the date of cancellation paid only Rs.3,82,442/- out of the total sale consideration of the allotted unit, the said facts are evident from the customer ledger dated 05.01.2023.
- t. That the said cancellation was carried out strictly in accordance with the contractual provisions and after providing the Complainant sufficient notice and opportunity to remedy the defaults. The Respondent has thus acted in a fair, transparent, and bona fide manner

at all stages. The Respondent thereafter, in compliance of the provisions of the Affordable Housing Policy, 2013, invited the general public to book the said unit vide its newspaper publication dated 28.03.2023.

- u. That the Respondent after terminating the allotment of the Complainant has now re-sold the unit to Ravinder Jagpal as evident from the allotment letter dated 17.02.2024. Thus, third party rights have already been created in favour of the said allottee for the unit in question.
- v. That the Respondent after a perusal of the Complaint filed by the Complainant has now been apprised of the fact that the Complainant had paid a sum of Rs.12,10,300/- to the Respondent through bank transfer. The Respondent was till date not made aware that any such payment was made by the Complainant. Respondent neither raised any demand from the Complainant nor received any payment from the Complainant after cancellation in respect of the unit in question. Therefore, Respondent is willing to refund the amount as alleged by the Complainant to be paid towards the unit in question as the same was never accepted by the Respondent towards the present unit.

E. Jurisdiction of the Authority:

7. 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

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

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.

8. 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 complete the development of the flat along with all facilities and amenities like water, electricity, roads, parks, etc.**
- F.II. Direct the Respondent to hand over the actual, physical, vacant, legal and legitimate possession of the Flat No. F-109 in ROF Ananda together with the amenities and specifications as promised in all completeness without delay and not to hold delivery of the possession for certain unwanted reasons and not to force to deliver an incomplete unit.**

- F.III. Restrain the respondent from raising any kind illegal, unlawful and fresh demand for payment under any head which is not part of the agreement for sale dated 15.02.2022 and to issue the customer statement.**
- F.IV. Direct the respondent not to charge any penalty/interest on account of delayed payments from the complainant as no interest is chargeable & corporate by providing the required documents.**
- F.V. Quash the illegal demand letters and cancellation letters.**
- F.VI. Direct the respondent to set aside the cancellation letters and the Respondents may be directed to restore the BBA.**
- F.VII. Direct the Respondent to execute the conveyance/sale deed of the abovesaid Flat in favour of the Complainant immediately.**
- F.VIII. Restrain the Respondent from creating third party rights/charge upon the same in any manner till decision of the complaint in the interest of justice, equity and fair play.**
- F.IX. Direct the respondent to pay interest over the delay possession Flat as promised.**
9. The above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.
10. The complainant was allotted a unit in the project of respondent "ROF Ananda", in Sector-95, Gurugram vide allotment letter dated 14.02.2022 for a total sum of Rs.14,16,450/-. Further agreement for sale was executed between the complainant and respondent on 15.02.2022 and same was duly registered on 15.02.2022. 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)

11. The due date of possession is to be calculated 4 years from the date of environment clearance i.e., 09.10.2017. Therefore, the due date of possession comes to 09.04.2022.
12. In present complaint, the complainant intends to continue with the project and is seeking reinstate of the allotment of the unit, as the complainant intends to continue with project. But as per the documents placed on record with the complaint, the Authority observed that the unit is cancelled on 24.03.2023 i.e., before the filing of the present complaint.
13. 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 23.04.2026 stated that the respondent has cancelled the unit of the complainant on account of non-payment by the complainant. He further stated in its reply that the respondent has raised demand for payment for outstanding dues but the complainant never paid any heed to the same and till the date of cancellation the complainant paid an amount of Rs.3,82,442/- only against the consideration of Rs.14,16,450/-. The respondent has duly followed the due procedure as per the Affordable Housing Policy, 2013 and after issuing reminder & demand letters dated 08.12.2021, 15.12.2021, 01.06.2022, 16.06.2022, 04.07.2022, 29.10.2022 and 24.03.2023 made publication in newspaper, but the compliant failed to pay the outstanding dues. Thereafter, the respondent issued a cancellation letter dated 24.03.2023 along with cheque of Rs.87,452/-.

14. The Authority observes that the complainant opted for payment plan as mentioned in Annexure-B (Payment Plan) of the agreement for sale dated 15.02.2022. The payment plan as mentioned in the Annexure-B of the agreement for sale dated 15.02.2022 is reproduced below for ready reference:-

S. No.	Time of Payment	% of the Total Payable
1.	At the time of application	5% of total cost
2.	At the time of allotment	20% of total cost
3.	Within 6 months of allotment	12.5% of total cost
4.	Within 12 months of allotment	12.5% of total cost
5.	Within 18 months of allotment	12.5% of total cost
6.	Within 24 months of allotment	12.5% of total cost
7.	Within 30 months of allotment	12.5% of total cost
8.	Within 36 months of allotment	12.5% of total cost

15. Till date the complainant paid an amount of Rs.3,82,442/- and the respondent keep raising demands under the "*Within 6 months of allotment*" from the complainant but complainant failed to make timely payment. The respondent cancelled the subject unit vide cancellation letter dated 24.03.2023 and mentioned that the amount shall be refund after adjusting the earnest money paid by the complainant as per agreed terms.
16. The Authority is of view that as per section 19(6) and (7) of the Act of 2016, the allottee is under obligation to make timely payment as per payment plan towards consideration of the allotted unit. The Authority is of

considered view that the cancellation done by respondent is valid in the eyes of law.

17. After consideration of the afore-mentioned facts and submissions, the only relief which can be provided to the complainant is of refund, the respondent already clarified his stance that the complainant is entitled to 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.

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 aforementioned 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/-.
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 i.e. 10.80%.

20. The Authority hereby directs the promoter to return the amount received by him i.e., Rs.3,82,442/- after deducting the amount of Rs.25,000/- as per above-mentioned clause 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., 24.03.2023 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017.

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

21. That Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors.** 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

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 Cancellation is valid. The respondent is directed to refund the amount i.e., **Rs.3,82,442/-** 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., 24.03.2023 till the actual date of refund of the amount.
- ii. The respondent is directed to refund amount, if any received by it post cancellation of the unit to the complainant. However, no interest shall be payable on such 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 stand disposed of.

24. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026