

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint GC No.0570 of 2022

Date of Institution :01.12.2022

Date of Decision: 30.09.2026

Vikas Gupta, C-626 6th Floor Vipul Plaza, DPS Chowk, Sector 81,
Faridabad, Haryana- 121007

.... Complainant

Versus

1. IREO Waterfront Private Limited, C-4, 1st Floor, Malviya Nagar,
New Delhi, South Delhi- 110017
2. M/s AIPL Housing & Urban Infrastructure Ltd, AIPL Business Club,
5th Floor, Golf Course Extension Road, Sector-62, Gurugram-122101

.... Respondents

Order u/s. 31 read with Section 40(1) of Real Estate
(Regulation & Development) Act, 2016 read with Rules
16, 24 and 36 of Pb. State Real Estate (Regulation &
Development) Rules, 2017.

Present: Sh Rajan Kumar Hans, Advocate for the complainant
Shri Sandeep Verma, Advocate for the respondent no.1 & 2

ORDER U/s 31

This complaint in Form 'M' under Section 31 of the Real Estate
(Regulation and Development) Act, 2016, (hereinafter referred to as the
Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate
(Regulation and Development) Rules, 2017 (hereinafter referred to as
the Rules of 2017) was instituted on 01.12.2022 by the complainant in
his individual capacity against the respondents seeking following reliefs:

- 1.1 Pass an appropriate award directing Respondent to pay interest
on delayed Possession since the due date of possession i.e.
10.10.2016 till date of actual legal possession on the paid amount
i.e. Rs. 40,00,000/-

1.2 Pass an appropriate award directing the Respondent to give possession of the said unit or give any other alternative unit at original price.

2. Brief facts of the complaint as submitted by complainant are summarized below: -

2.1 The Complainant booked a corporate Villa at "Ireo Waterfront" in the year 2014. Respondent issued a welcome letter cum Allotment Letter on 16.05.2024 allotted independent Villa no 566, Type L, having Built up area of 1600 sq. Feet in the Township named "Ireo Waterfront" (Annexure-A). As per Allotment letter the payment plan agreed between the parties was a "possession-linked payment plan" and as per Annexure-A mentioned in the Payment plan letter, the total cost of the unit comes out to be Rs.1,30,48,522. The Complainant and Respondent executed a Builder-Buyer agreement on 30.06.2014. As per clause 11.3 of the BBA, the possession of the unit was to be offered within 24 months from the date of execution of this agreement i.e. by 30.06.2016. The Complainant has paid a sum of Rs.40,00,000/- till 29.05.2015 to the respondent. Till date, no possession has been offered by the Respondent for the above-said unit.

3. Notice of this complaint was issued to respondent for filing their reply. Shri Sandeep Verma, Advocate appeared on behalf of respondent no.1. Thereafter, reply dated 31.08.2023 was submitted by respondent raising preliminary objection that complaint being misconceived and erroneous, is not tenable in the eyes of law. The reply is summarized below: -

3.1 The reply is filed on behalf of the Respondent's Ireo Waterfront Pvt. Ltd through their General Power of Attorney Holder (i.e. M/s AIPL

Housing & Urban Infrastructure Limited) the said General Power of Attorney has been signed between them on 31.07.2021. Respondent appended a copy of the allotment letter dated 16.05.2014 as enclosure-C, stated therein that the total sale consideration of the unit was Rs.1,30,48,522/- out of which the complainant has paid an amount of Rs.40,00,000/-. As per the payment schedule, the complainant was to pay an amount of Rs.43,75,553/- within a period of 6 months from the date of booking for which the complainant was deficient in his payment. Payment request dated 15.10.2014 was sent to the complainant for payment of 2nd instalment of Rs. 33,75,553/- to be paid on or before 11.11.2014 (Enclosure D). The complainant has paid Rs.40,00,000/- by 29.05.2015 after repeated reminders and in instalments.

3.2 The Respondent further submitted that it would be pertinent to mention here that a last and final opportunity notice dated 18.02.2016 was served upon the complainant whereby the complainant was requested to remit an amount of Rs.7,53,269/- including delayed interest. It was further mentioned in the notice that the amount, if not remitted by 25.02.2016, the allotment of the property in question shall stand cancelled and the agreement shall be deemed to be terminated. A copy of the said last/final opportunity is appended as Enclosure-K of the complainant. As the said amount was never paid by the complainant, therefore, the unit stands cancelled in view of Clause 7(4) of the BBA. Respondent further stated that the Complainant had wilfully agreed to the terms and conditions of the Agreement which he did not adhere to.

4. The complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. It is stated by the complainant that he was required to

make a payment of approximately 9% of the Basic Sale Price (BSP) during the booking process, followed by an additional 21% of the BSP after booking which is 30%. The total sale consideration of the villa was Rs.1,30,48,522/- and 30% of it will be Rs.39,14,557/-. The Complainant stated that he had fulfilled his contractual obligation by remitting Rs. 40,00,000/- to the Respondent.

5. Vide application dated 24.04.2026 having dairy no. 2809, the complainant has requested to implead M/s AIPL Housing & Urban Infrastructure Ltd. Vide proceeding dated 14.05.2026, counsel of the respondent no.1 stated that she has no objection on impleadment of respondent no.2. The AIPL is GPA/Promoter of Respondent no.1 i.e. IREO Riverfront Pvt Ltd and M/s AIPL is Asset Management Company (AMC) in respect of Respondent no.1.

6. Shri Sandeep Verma, Advocate appeared on behalf of respondent no.2. Thereafter, reply dated 09.07.2026 was submitted by respondent no. 2 through Ms. Sumiti Arora, duly authorized vide the Board Resolution dated 02.02.2026 stated therein the same submission as already furnished by respondent no.1 in his reply dated 31.08.2023. The respondent retreated that the Complainant failed to adhere to his payment obligations under the Villa Buyer's Agreement and continued to remain in default of payment of the second instalment even after provided various opportunities.

6.1 The respondent no.2 asserted that the Complainant never approached them for clearing the outstanding dues or for seeking possession of the subject Unit. The Complainant remained completely silent for several years and did not take any steps to pursue his alleged rights under the Agreement. The present complaint, instituted after an

inordinate and unexplained delay, is clearly an afterthought and is, therefore, liable to be dismissed.

6.2 Respondent submitted that the competent authority had issued a Partial Completion Certificate for Pocket-4, where the said Unit is situated, vide letter dated 29.11.2017, certifying completion of essential infrastructure works including roads, drainage, sewage, water supply and other allied services. A copy of the Partial Completion Certificate dated 29.11.2017 is annexed herewith and marked as Annexure R-15 of the reply.

7. The representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. The undersigned has duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

7.1 The complainant and respondents both are agreed that the complainant has allotted an independent Villa no 566, Type L, having Built up area of 1600 sq. Feet in the Township named "IREO Waterfront" on 16.05.2014 for total consideration of Rs.1,30,48,522/-. As per agreement dated 30.06.2014, due date of possession was 30.06.2016. Till filing of complainant, amounting Rs.40,00,000/- has been paid by the complainant. No possession of the plot has been handed over to the complainant till date. The partial completion certificate from competent authority has been received by the respondent on 29.11.2017 which is later than agreed due date of possession.

7.2 In his written submission, respondents no.1 & 2 stated that the complainant opted for possession linked plan. it is pertinent to mention herein that the Complainant was obligated, in terms of Annexure-IV (Possession Linked Payment Plan), to deposit an amount of

Rs.33,75,553/- within 6 months from the date of booking, i.e. on or before 11.11.2014 but the complainant had paid Rs.40,00,000/- till 29.05.2015 in various instalments. The respondent issued reminder dated 15.11.2024, 29.12.2024 and final notice on 28.01.2025 to make balance payment of Rs.7,53,269/- including delayed interest. Further, a Last and Final Opportunity Letter dated 18.02.2016, calling upon the Complainant to remit the pending payment and in the event of failure to clear the outstanding dues, the allotment of the subject Unit shall stand cancelled and the Villa Buyer's Agreement shall stand terminated. The complainant failed to make the pending dues.

The details of the instalments payable, due dates and amounts (submitted by Respondent) are set out herein below:

STATEMENT OF INSTALMENTS PAYABLE AS PER ANNEXURE-IV					
S.No.	Instalment Stage	Due Date	Amount Due (Rs)	Status	Remarks
1	On Booking	15.05.2014	10,00,000	Paid on time	---
2	Within 6 months from Booking	11.11.2014	33,75,553	Partially Paid	Paid Rs. 30 Lakh till 29.05.15
3	On Offer of Possession	-	86,72,969	Not applicable	Possession not offered
	Total Sale Consideration		1,30,48,522		Total paid is Rs.40,00,000/-

7.3 The complainant contended that the possession of the unit/villa has not been handed over to him irrespective of facts that payment of Rs.40,00,000/- has been paid so far. However, the complainant failed to pay part of balance payment of 2nd instalments along with delayed period interest. It was further contended that the complainant himself wriggled out from the liability to pay and delayed the payment of sale consideration. The complainant has made no efforts even after due date

for making balance payment. As per reply of the complainant, there is nothing on record which reflect that the complainant made any effort to enquire about status of possession and further payment.

7.4 The Respondent averred that Complainant has himself violated the statutory obligations cast upon him under Sections 19(6) and 19(7) of the Act. The Complainant admittedly failed to make payments in the manner and within the time stipulated under the Villa Buyer's Agreement and is further liable for delayed payment interest. In this regard payment request dated 15.10.2014 was sent to the complainant for payment of 2nd installment amounting to Rs.33,75,553/-. Thereafter reminder no. 1 dated 15.11.2014 was sent to the complainant to remit the payment, which was due on 11.11.2014. Thereafter another reminder no.2 was sent on 29.12.2014, for making the aforesaid payment which was not paid. Thereafter a final notice dated 28.01.2015 was sent to the complainant for compliance of his contractual obligation and was requested to remit the payment of Rs.33,75,553/- along with delayed Interest. From 21.02.2015 to 29.05.2015, the complainant has made payment of Rs.30,00,000/- only in various installments. Vide last and final opportunity letter dated 18.02.2016, respondent specifically stated in the letter that in the event of failure to clear the outstanding dues, the allotment of the subject unit shall stand cancelled and the Villa Buyer's Agreement shall stand terminated. Therefore, in terms of clause 7.4 of the BBA dated 30.06.2014, the unit allotted to the complainant was cancelled. It was highlighted that complainant has defaulted in payment of instalment which was not linked with stages of development. There is no documentary evidence on records which shows that the complainant has made any rebuttal or challenge to the cancellation of

the unit by the respondent. As per submission of the respondent no refund has been paid to the complainant so far.

7.5 Upon holistic consideration of the complaint, reply, rejoinder, documents placed on record and the submissions advanced by learned counsel for the parties, this Bench finds that the complainant has failed its obligation to make the payment as per Builder Buyer agreement even after repeatedly reminder before the due date of possession from the respondent. Accordingly, after considering the complaint, reply, rejoinder, documents placed on record, written submissions and arguments advanced by both sides, this Bench finds no merit in the present complaint and the same is dismissed being devoid of any merits except to the extent of refund of ₹.40,00,000/- with interest as detailed above.

8. In view of the aforesaid discussion and the facts and circumstances of the present case, the undersigned is of considered view that the complainant has failed to establish any enforceable entitlement to possession under Section 18 of the Real Estate (Regulation and Development) Act, 2016. However, the equity demands that the respondent should refund the entire deposits of Rs.40,00,000/- along with interest applicable. Accordingly, after considering the complaint, reply, rejoinder, documents placed on record, written submissions and arguments advanced by both sides, the complainant is entitled to get relief to the extent of refund of Rs.40,00,000/- with interest as applicable. Both the promoters i.e. M/s IREO River front Pvt Ltd and M/s. AIPL Housing & Urban Infrastructure Ltd are held to be jointly & severally liable for payment declared under this order.

8.1 It is a general financial principle that the interest of any money belongs to the person (complainant) who owns the money. In case the money is utilized by other person (respondents) without any due compensation to the owner of money, the interest earned on it should be refunded to the owner (complainant).

8.2 From the above discussion, it is held that the only amount refundable to complainant is Rs.40,00,000/- along with interest as per Section 18(1) of the Act of 2016 which is reproduced below: -

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, apartment or building, —

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act"

9. As a net result of the above discussion, this complaint is accordingly partly allowed and respondents no.2 is directed to refund the amount of Rs.40,00,000/- along with interest at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 from the date of receipt of payment amounting Rs.40,00,000/- till the date of actual refund.

10. File be consigned to record room after due compliance.

Binod Singh
30/09/2026

(Binod Kumar Singh)
Member, RERA, Punjab