

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

**Complaint no.:** 1568 of 2024  
**Order pronounced on:** 12.11.2025

1. Vijender Kumar

2. Sunita

**Both R/o:** House No. 395, Opposite MCD School Banker,  
Lampur, Delhi.

**Complainants**

**Versus**

M/s Godrej Real View Developers Private Limited.

**Registered office at:** 3<sup>rd</sup> Floor, UM House, Plot no.35,  
Sector-44, Gurugram-122002.

**Respondent**

**CORAM:**

Ashok Sangwan

**Member**

**APPEARANCE:**

Vishal Bansal, Advocate

Kapil Madan, Advocate

**Complainants**

**Respondent**

**ORDER**

1. The present complaint 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 thereunder 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

| Sr. No. | Particulars             | Details                                                                                                |
|---------|-------------------------|--------------------------------------------------------------------------------------------------------|
| 1.      | Name of the project     | "Godrej Meridien-III"                                                                                  |
| 2.      | Location of the project | Sector-106, Gurugram.                                                                                  |
| 3.      | Project area            | 14.793 acres                                                                                           |
| 4.      | Nature of project       | Group Housing Project                                                                                  |
| 5.      | RERA registered         | Registered<br>Vide registration no. 09 of 2020<br>Dated-10.02.2020                                     |
| 6.      | DTCP License            | License no. 18 of 2008<br>Dated-02.02.2008.                                                            |
| 7.      | Allotment letter        | 01.08.2020<br>(As on page no. 70 of complaint)                                                         |
| 8.      | Unit no.                | T7-0604, Floor-6 <sup>th</sup> , Type-3BHK,<br>Type-A, Tower No.-7<br>(As on page no. 30 of complaint) |
| 9.      | Unit area               | 102.97 sq.mtr [Carpet Area]<br>24.12 sq.mtr [Balcony Area]<br>(As on page no. 29 of complaint)         |
| 10.     | Agreement For Sale      | 03.03.2020<br>(As on page no. 26 of complaint)                                                         |
| 11.     | Possession clause       | <b>Clause 7</b>                                                                                        |

**POSSESSION OF THE UNIT**
**7.1 Schedule for possession of the unit**

The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement.

The Promoter shall offer possession of the Unit **along with Common Areas on or before 30.09.2025 ("Completion Time Period")** or such extended period as may be granted, unless there is delay due to Force majeure, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. The Force Majeure shall mean and include war, flood, fire, draught, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature affecting regular development of project, civil commotion or act of God or any notice, order, rule, notification of the Government and/or other public competent authority/Court affecting the regular development of said Project, beyond the control of the Promoter.

[Emphasis supplied]

(As on page no. 36 of complaint)

|     |                        |            |
|-----|------------------------|------------|
| 12. | Due date of possession | 30.09.2025 |
|-----|------------------------|------------|

|     |                                |                                                      |
|-----|--------------------------------|------------------------------------------------------|
| 13. | Total sales consideration      | Rs.1,77,93,066/-<br>(As on page no. 30 of complaint) |
| 14. | Amount paid by the complainant | Rs.17,79,306/-                                       |
| 15. | Cancellation letter            | 31.05.2021<br>(As on page no. 83 of complaint)       |
| 16. | Occupation certificate         | Not on record                                        |
| 17. | Offer of possession            | Not offered                                          |

### B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the respondent no. 1 i.e. M/s Godrej real view Developers Pvt. Ltd. is the builder company and is engaged in constructing and developing the housing projects/flats/units. The respondent no.2 to 5 are the directors of the respondent no. 1 who are working for the business of respondent no. 1 and are involved into the day-to-day affairs and management of aforesaid respondent company. Furthermore, the respondent no.6 to 9 is the partner/agent/sales executives/office executive/staff/administrator of the respondent company who are look after and manage the day-to-day affairs of respondent no.1.
- II. That the respondent was to launch and develop its project in the name and title of "Godrej Meridien" in Sector-106, Gurugram, Haryana and the pre-launch booking of the flats in the said project began from February, 2020.
- III. That one of the sales-executive of the respondent approached the complainant during the said pre-launched stage of the project and then induced and allured the complainant to buy a flat in their upcoming

housing project. He dishonestly claimed it to be a housing project being developed under proper license issued by government, providing flats below market rates. They also deceitfully represented timely delivery of possession, their fairness & honest working.

- IV. That upon such representations and assurances, the respondent person succeeded in falling the complainant in their trap and deceitfully induced with their sugar coated words to buy flats in their project as stated that the complainant is a prime customer as complainant come under first 50 customer and for there are some exclusive offer for location and payment plan.
- V. That the complainant booked a flat in the said project and thereafter, the complainant alongwith his relative i.e. Col. S. K. Chhikara bonafidely booked two units in the said project and subsequently two cheques each one of Rs. 5,00,000/- dated 09.02.2020/- were given to the sales executive at the site office of the respondent situated in sector 106, Gurugram, Haryana.
- VI. That the channel head along with office executives of respondent had taken sign of the complainant on blank application form with a promise to provide a photocopy of the same after filing up on the same day, the copy of the said application form dated 13.03.2020 has not been provided by the respondent till date.
- VII. That the payment scheme was in 80:20 ratio i.e., 20% at the time of booking/allotment and balance 80% at the time of possession. Moreover, the sales executive of the respondent also promised to give discount on pre-launched booking of Rs.5,00,000/- and the said discount version was also published in posters displayed at the site office of the respondent company. However, none of the above promises were fulfilled by the respondent and thus the respondent cheated and

committed criminal breach of trust against the complainant in a pre-planned conspiracy.

- VIII. That the complainant has made total booking amount of Rs.17.79,306/- upto 29.07.2020 i.e. the 10% of the total unit cost and subsequently, the company has prepared an allotment letter but the same was not handed over to the complainant despite several reminder calls and the same was handed over on a very later stage i.e. on 27.03.2021 and according to the said allotment letter, the execution of agreement for sale was to be done immediately post completion of 10% of cost of project.
- IX. That as per clause 6.1 of the Allotment Letter, *"The promoter and allottees will execute and register "agreement for sale" within 30 days of issuance of the allotment letter "* and clause 6.2 of the Allotment letter states that, *"The allottees are required to be present in person in the office of Promoter as well as at the office of Sub-registrar, on any working day during office hours to execute and register the agreement for sale within 30 days from date of issuing this allotment letter".*
- X. That the respondent took the signature of the complainant on agreement for sale under pressure and threat of prolonged delay to handover the unit and also threatened the complainant for forfeiture of booking amount. No document, whatsoever was handed over to the complainant prior to executing the said Agreement for Sale. Moreover, the complainant was forced to come straight to the Sub Registrar's Office for registration of the said Agreement for Sale, where again he was forced to sign on dotted lines without even reading the contents.
- XI. Importantly, the respondent company was working with a malafide intention to cheat and defraud the complainant by usurping the hard-earned money of complainant in order to cause wrongful gain to them by causing wrongful loss to the complainant.

- XII. That in the first week of June 2021, the complainant got a call from respondent that the complainant that his allotment of unit/flat bearing no. GODMET7-0604 has been cancelled/terminated due to default of payment. On hearing this, the complainant on the very next day, visited the office of the respondent, wherein the representative of the company namely Ms. Simran Malhotra reiterated the above said version and showed him the copy of email by which the company has cancelled/terminated the allotment of complainant's aforesaid flat.
- XIII. That the complainant stated to said representative that he being not a tech savvy person, did not use email frequently. Thereafter, the complainant confronted her that as per the terms of the allotment letter the respondent need to serve him 3 months' notice regarding any demand or termination of the said unit not only through Email but also through registered post or speed post or courier service on the address of the complainant as per the terms of the allotment letter dated 01.08.2020 and agreement of sale dated 03.03.2021. But the company's representative was not ready to listen anything and told to complainant that his allotment has been cancelled and booking amount is forfeited.
- XIV. That, after this incident, the complainant, with the help of his relative Col. S.K. Chhikara of fees (Retd.) access his e-mail account and he came across an E-mail dated 14.04.2021, sent by respondent with subject *"Outstanding against your Flat/Apartment/Unit that in our project Godrej Meridian"*. Para 1 of this email states that *"We refer to our earlier communication via Phone/Email and physical letters wherein we had kept you informed about outstanding dues on your account and applicable due dates for the payment for those"*.
- XV. That, he further came across another E-mail dated 03.05.2021 sent by the respondent with the subject *"Last and final reminder before*

*termination of the Application Form dated 13.03.2020 against your unit GODMET7-0604 in the project "Godrej Meridian". This email contains two reference:*

- (1) Unit no. GODMET7-0604, Application Form dated 13.03.2020 and*
- (2) Letters & E-mails dated 14.04.2021, 20.04.2021 (Reminders).*

XVI. That, he also came across an e-mail dated 31.05.2021 has been sent by respondent with the subject *"Termination/Cancellation of the Application Form dated 13.03.2020 against your Flat/Apartment/Unit GODMET7-0604 in the project "Godrej Meridien".* This email contains references: Application Form dated 24.06.2018, deemed letter dated 03.03.2021 and reminder letters dated 14.04.2021, 20.04.2021 and 03.05.2021 (Reminders). It is pertinent to mention here that the complainant has not received any letter of notice (physical letters) dated 14.04.2021 and 20.04.2021, as referred in the aforesaid email, at his registered address given in his application form dated 13.03.2020 till today in pursuance of clause 3(a) of the Allotment Letter which reads as under *"All notices, if any, shall be deemed to have been duly served if sent to the allottee by registered post with acknowledgment or through speed post or through courier service at the address given by the allottee to promoter and email id provided in the application form".*

XVII. That the complainant has not received any Physical Letter of any nature from the office of the respondent till now. Importantly, the respondent have not even attached the alleged physical letters or notice of termination with the aforesaid E-mails sent by them as a reminder. The only document which the complainant received from the respondent is the allotment letter and agreement for sale on 27.03.2021.

- XVIII. Precisely, the respondent themselves violated the terms and condition of the clause 3(a) of the allotment letters wherein it has made specifically clear that in case of any circumstances or to give any information of whatsoever nature, the respondent company shall be required to communicate with applicant/allottee by using registered post with acknowledgment or through speed post or through courier service and shall subsequently send the copy of the same through E-mail.
- XIX. Thus, it is evidently clear that the respondent has never ever issued any notice of termination to the complainant in accordance with clause 3(a) of the allotment letter regarding action towards cancellation of the abovesaid unit. Further, application form dated 24.06.2018 has been cancelled vide the said email dated 31.05.2021.
- XX. That the respondent, its executives and co-respondent Ms. Shilpi and some other staff of the respondent, were chasing the complainant for payment upto June 2021 and importantly, Ms. Simran i.e. the representative of the company, was regularly communicating with the complainant through WhatsApp in May and also in June 2021 asking for due payment i.e., much after the alleged cancellation email dated 31.05.2021.
- XXI. Furthermore, in the first week of June 2021, Ms. Simran also called the complainant and asked for an extra payment of Rs.10,00,000/- in lieu of stopping the said termination/cancellation of the unit. Such unlawful act clearly shows that the respondent and its representative persons hatched criminal conspiracy against the complainant in order to extort the hard-earned money and it is also established that the unit of the complainant has not been cancelled in actual.

- XXII. That the Agreement for Sale was to be executed/registered by around 27.04.2021 i.e. 30 days after receipt of the allotment letter i.e. 27.03.2021 and thereafter the complainant was to pay the 10% of the booking amount by around 12.05.2021 i.e. within 15 days of execution of agreement for sale. Thereafter, if there was default on complainant's part for a period beyond consecutive three months i.e. after around 15.08.2021 then only any action to cancel my allotment may legally be considered by the respondent company after having served at least three notices as per the clause 3(a) of the allotment letter. However, the respondent persons miserably failed to follow the procedure and terms laid down in the allotment letter and consequently, themselves committed breach of the terms & condition of the allotment letter.
- XXIII. That the Agreement for Sale has been executed on 03.03.2021 in which the condition was imposed that in case of any default of payment made by allottee despite notice of demand (however not served by promotor in this instant case) the unit could not be cancelled before 03.06.2021. But despite the facts, the unit of the complainant has been unlawfully cancelled/terminated on 31.05.2021 by the promoter without sending any notice of termination of unit at the registered address with malafide intention to cheat the complainant thereby violating conditions as enumerated under the clause 9.3(ii) of the Agreement To Sell.
- XXIV. That the respondent breached the terms and conditions enumerated in the Agreement to Sell dated 03.03.2021 and Allotment letter dated 01.08.2020 and fraudulently and dishonestly terminated the allotment of the complainant with malafide intention in order to grab the hard-earned money of the applicant/complainant.
- XXV. That the complainant filed a police complaint against the respondent and after filing the same, the respondent against started contacting the

complainant stating that they are ready to allot some other unit to the complainant i.e Tower 7 - 104 and had communicated the same by email and whatsapp but when the complainant reached the office for the same then they suddenly change and started demanding unnecessary charges with the sole purpose to extort money and with the purpose to somehow waive off the money already paid by the complainant.

XXVI. Believing upon such assurances, the complainants became ready to invest in their project and delivered Rs.17,79,306/- to the respondent. The complainants had invested their hard-earned money in booking the unit on the basis of false promises made by the respondent at in order to allure the complainants. However, the respondent has failed to abide by all the obligations of him stated orally and under the Agreement for Sale duly executed between both the present parties with the sole reason as price hike in that area and just want to earn more profit they want sell the said floor to some other person on a higher rate.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief:
  - i. Direct the respondent to handover the possession of the unit allotted to the complainants i.e., GODMET-0604 and further pay Delayed Possession Charges at the prescribed rate from the due date of delivery of possession till the date of final offer of possession.
  - ii. Direct the respondent to execute and register the Conveyance deed of the booked unit.
  - iii. Restrain the respondent from creation of third party rights and maintain the status quo in respect of the booked unit.
  - iv. In alternative, direct the respondent to handover possession of the unit i.e., GODMET7-0104 and pay delayed Possession Charges at the

prescribed rate from the due date of delivery of possession till the date of final offer of possession.

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 by filing reply on the following grounds: -

- I. That the complainants after conducting their own independent research and agreeing to all the terms and conditions of the Application Form dated 13.03.2020 applied for a unit in the respondent's project namely "Godrej Meridian" wherein the complainants agreed to make timely payments as a part of their agreed obligation as envisaged under the Application form.
- II. Pursuant thereto, the complainants were allotted a unit bearing no. T7-0604 on the 6th floor in tower 7 in the project. Subsequent thereto, the Builder Buyers Agreement dated 03.03.2021 was executed between the complainants and the respondent wherein the complainants duly agreed to purchase the unit for a total sale consideration of Rs.1,77,93,066/- and thereby it was agreed between the parties that timely payment is the essence of the contract.
- III. That the Application Form (Clause 6), Allotment letter and Builder Buyer Agreement (Clause 1.10) inter-alia stipulated that Earnest money for the purposes of the said application shall be 10% of the sale consideration of the apartment which was to ensure compliance on the part of the complainant. The Booking Amount (Earnest Money) was a genuine pre-estimate of damages and was not in the nature of a penalty.

Relevant extract of Clause 1.10 of the BBA is reproduced below for ease of reference:

*"The Booking Amount shall mean 10% of the Total Price of the Property."*

- IV. That the complainant agreed to make payments as per the payment Plan incorporated under Cost sheet and the Schedule VI of the Agreement. It is pertinent to note that Clause 9.3 of the BBA elucidated the event of default on the part of the complainant and it was agreed that in case the complainant failed to make payments after the notice, then the respondent would be entitled to terminate the allotment and refund the amount deposited after forfeiting the Booking Amount agreed as per the Agreement.
- V. That the complainant had only made a payment of Rs.17,79,306/- towards the balance consideration and post the execution of BBA the complainant had failed to make the any further payments despite repeated reminders and opportunities being granted by the respondent.
- VI. That the respondent carried out construction of the project and achieved the initial construction milestones. The respondent could complete the construction and the Occupation certificate dated 03.04.2023 was obtained.
- VII. That as per the terms and conditions agreed between the parties, the respondent raised payment demands to the complainants vide email dated 03.03.2021 which was not adhered to by the complainants. Subsequent thereto, vide emails dated 14.04.2021, 20.04.2021 and 03.05.2021, the respondent called upon the complainants to clear the outstanding dues however, no heed was paid by the complainants to the demands raised by the respondents. Thereafter, the respondent was constrained to issue a termination Letter dated 31.05.2021.

VIII. It is submitted that the respondent duly adhered to the terms of cancellation and issued a Termination letter on the 90<sup>th</sup> day after following the due process as envisaged under the Builder Buyer Agreement.

IX. That the Application Form/Allotment Letter/BBA clearly stipulated and defined the Booking amount (Earnest Money) to be 10% of the sale consideration.

7. 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 those undisputed documents and oral as well as written submissions made by the parties.

**E. Jurisdiction of the authority**

8. 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**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram for all purpose with offices situated in Gurugram. 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**

10. 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.*

11. 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 complainants.**

**F.I. Direct the respondent to handover the possession of the unit allotted to the complainants i.e., GODMET-0604 and further pay Delayed Possession Charges at the prescribed rate from the due date of delivery of possession till the date of final offer of possession.**

**F.II. Direct the respondent to execute and register the Conveyance deed of the booked unit.**

**F.III Restrain the respondent from creation of third party rights and maintain the status quo in respect of the booked unit.**

**F.IV In alternative, direct the respondent to handover possession of the unit i.e., GODMET7-0104 and pay delayed Possession Charges at the prescribed rate from the due date of delivery of possession till the date of final offer of possession. The above-mentioned reliefs sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.**

12. In the present complaint, the complainants intend to continue with the project and are seeking possession of the unit.

13. In the present case, the complainants had applied for booking a plot in project "Godrej Meridien" being developed by the respondent and they were allotted a unit bearing no. 0604, 6<sup>th</sup> floor, Type-3BHK, Type-A, Tower no.7, admeasuring area 102.97 sq.mtrs of carpet area and 24.12 sq.mtrs of balcony area, vide Allotment Letter dated 01.08.2020. Thereafter, the Agreement For

Sale was executed on 03.03.2020 inter-se parties for a sale consideration of Rs.1,77,93,066/- against which the complainants had paid an amount of Rs.17,79,306/-. As per clause 7 of the said agreement, the respondent was obligated to deliver the possession of the unit on or before 30.09.2025. Accordingly, the due date of possession comes out to be 30.09.2025. The respondent has cancelled the unit of the complainants vide cancellation letter dated 31.05.2021 due to non-payment of outstanding dues. Now the question arises before the Authority whether the cancellation letter dated 31.05.2021 is valid or not, in the eyes of law?

14. On the consideration of documents available on the record and submissions made by both the parties, the Authority observes that the respondent has not raised demands, reminders, pre-termination letter and only issued a notice for cancellation vide letter dated 31.05.2021, due to non-payment of outstanding dues.
15. The Authority observes that a demand was raised by the respondent on the milestone *"Demand against your Unit N. in "Godrej Meridien" Within 18 Days from the Date of execution of Agreement For Sale"*. The agreed payment plan is reproduced below for ready reference: -

**Schedule-VI**  
**Payment Plan**

| Milestone Name                                                                                                                                                | Base Value                 | Remaining Charges                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------|
| Application Money (Forms a part of booking) (AM)                                                                                                              | 500000.00/-                |                                                          |
| Within 30 days from the date of booking (Forms a part of booking amount)(Execution of Agreement For Sale post completion of 10% of COP with applicable taxes) | 10%-Application Money (AM) | EDC/IDC (10.00%)<br>IFMS (10.00%) Other charges (10.00%) |
| Within 18 Days from the Date of Execution of Agreement For Sale                                                                                               | 10%                        | EDC/IDC (10.00%)<br>other charges (10.00%)               |

|                        |     |                                                                 |
|------------------------|-----|-----------------------------------------------------------------|
| On Application of O.C  | 70% | Other charges<br>(70.00% ) IFMS<br>(10.00%) EDC/IDC<br>(70.00%) |
| On Offer of Possession | 10% | Other charges<br>(10.00%) IFMS<br>(10.00%) EDC/IDC<br>(10.00%)  |

16. As per the Payment Plan referred to above, an amount of ₹5,00,000/- was to be paid by the complainants as Application Money. Thereafter, 10% of the total consideration was to be paid within 30 days from the date of booking, a further 10% within 18 days from the date of execution of the Agreement for Sale, 70% upon the application for the Occupation Certificate, and the remaining 10% upon the Offer of Possession.
17. In terms of Clause 9.3(ii) of the Agreement to Sell, the procedure for issuance of demand letters by the builder has been clearly stipulated. However, in the present case, the said procedure has not been complied with. The respondent has failed to produce any documentary evidence on record to substantiate the issuance of demand letters, reminders, or a pre-termination notice. The only communication available on record is an email dated 31.05.2021, wherein the respondent intimated the complainants regarding the cancellation of their allotment in respect of Unit No. GODMET7-0604 in the project titled "Godrej Meridien."
18. Although certain WhatsApp communications have been placed on record reflecting exchanges between the complainants and representatives of the respondent, the Authority finds that, in the absence of verification or authentication, such communications cannot be relied upon.
19. Subsequent to the cancellation dated 31.05.2021, the respondent issued a demand letter on 26.09.2022—i.e., after the said cancellation. Accordingly, the cancellation dated 31.05.2021 is rendered invalid and unsustainable.

20. Furthermore, an email dated 30.01.2023 has been placed on record by the complainants, wherein the respondent requested submission of the application form pertaining to another unit bearing No. T7-0104 at *Godrej Meridien*. Along with the said correspondence, a Statement of Account dated 03.03.2021 was also enclosed, reflecting an adjustment of ₹17,79,306.72/- made by the respondent, thereby marking the outstanding dues as "Nil."
21. Further, the respondent have placed on record the copy of the Occupation Certificate, but the Occupation certificate attached is not in respect of the subject matter project.
22. In view of the reasons quoted above and documents available on record, the Authority is of the view that the notice for termination letter dated 31.05.2021 is not valid in the eyes of law, as no reminder notice, Pre-termination letter, termination Letter has been placed on record and a mere intimation via email dated 31.05.2025 is on record and the same also became infructuous as a demand letter dated 26.09.2022 was issued by the respondent. The cancellation/termination dated 31.05.2021 is hereby set aside. In the light of these observations, the respondent is directed to restore the allotted unit of the complainants, in case, if the same is not available, the respondent shall offer an alternative unit to the complainants of same size, similar location and at the same rate and specifications at which the unit was earlier purchased in the said project, within 30 days from the date of this order.
23. Moreover, the interest (DPC) component is levied to balance the time value component of the money. However, the same is applicable on the amount paid by allottee for the delay in handing over of the possession by the respondent from the date of possession till offer of possession and the same is balanced vide provision of section 2(za) of the Act. The complainants cannot be made

suffer due to fault of the respondent and suppose to pay for the unit as per today's rate.

**24. Admissibility of delay possession charges at prescribed rate of interest:**

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

*For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

25. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

26. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 12.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

27. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

28. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
29. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainants as per the terms and conditions of the agreement dated 03.03.2020. Accordingly, it is failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated period.
30. Accordingly, the respondent is liable to offer alternative similar situated unit to the complainants as per specifications, at the same rate at which the unit was earlier purchased and on a similar location of original Agreement for Sale dated 03.03.2020 on account of its inability to deliver the said unit. The rationale behind the same that the allottees booked the unit in the project way back in 2020 and paid the demanded amount in a hope to get the possession of allotted unit.
31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at prescribed rate of the interest @ 10.85% p.a. w.e.f. due date of possession i.e., 30.09.2025 till valid offer of possession after obtaining of OC/CC from the competent authority plus two months or actual handing over

of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**G. Directions of the authority**

32. 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 letter dated 31.05.2021 is not valid and is bad in eyes of law and is hereby set aside. Therefore, the respondent-promoter is directed to restore the allotted unit of the complainants, in case, if the same is not available, the respondent is directed to offer an alternative unit of same size, similar location and at the same rate and specifications at which the unit was earlier purchased in the said project, within 30 days from the date of this order.
- ii. The respondent is further directed to handover the physical possession of the allotted unit to the complainants, after obtaining of occupation certificate from the competent authority as per obligations under section 11(4) (b) read with section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016.
- iii. The respondent is directed to pay the interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.85% p.a. w.e.f. due date of possession i.e., 30.09.2025 till valid offer of possession after obtaining the Occupation Certificate from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- iv. The arrears of such interest accrued from due date of possession till the date of this order shall be paid by the promoter to the allottee within a



period of 90 days from date of this order and interest for every month of delay shall be paid by the respondent-promoter to the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- v. The respondent is directed to issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainants are directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period.
  - vi. The rate of interest chargeable from the complainants-allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent-promoter which is same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.
  - vii. The respondent shall not charge anything from the complainants which is not the part of the agreement.
33. Complaint stands disposed of.
34. File be consigned to registry.

**(Ashok Sangwan )**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
**Dated: 12.11.2025**