

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Date of Decision:** 09.01.2026

NAME OF THE BUILDER		NB Buildcon Pvt. Ltd.	
PROJECT NAME		"Gokulam"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4304/2024	Nipun Goel V/S NB Buildcon Pvt. Ltd.	Sh. Sukhbir Yadav (Advocate) Sh. Jagdeep Kumar (Advocate)
2.	CR/4305/2025	Nipun Goel V/S NB Buildcon Pvt. Ltd.	Sh. Sukhbir Yadav (Advocate) Sh. Jagdeep Kumar (Advocate)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of two complaints titled as above filed before this authority 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 there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "Gokulam" being developed by the same respondent/promoter i.e., NB Buildcon Pvt. Ltd. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to cancellation of the unit and other issues.

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

Project Name and Location	"Gokulam" situated in Sector- 7, Sohna, Gurugram.				
Project Area	10.4125 Acres				
RERA Registered	Registered Vide registration no. 129 of 2022 dated 23.12.2022 Valid upto 31.08.2024				
Possession Clause: -					
7. Schedule for possession of the said plot:					
The Promoter agrees and understands that timely delivery of possession of the said independent floor for residential use along with parking to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule2(1)(f) of Rules 2017, is the essence of the Agreement.					
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid
1.	CR/4304/2024 Nipun Goel V/S NB Buildcon Pvt. Ltd. DOF 29.08.2024 Reply 18.04.2025	Plot no. F-18. 133.33 sq. yds.	BBA: 29.01.2024 Demand letter: 03.04.2024 Pre Cancellation Letter: 05.07.2024 Cancellation Letter: 08.07.2024 Amount	Due date of possession: 31.08.2024	TSC: - Rs. 69,99,825/ AP: - Rs. 30,49,000/

			refunded on: 18.07.2024		
2.	CR/4305/2024 Nipun Goel V/S NB Buildcon Pvt. Ltd. DOF 29.08.2024 Reply 18.04.2025	Plot no. F-19 133.33 sq. yds.	BBA: 29.01.2024 Demand letter: 03.04.2024 Pre Cancellation Letter: 05.07.2024 Cancellation Letter: 08.07.2024 Amount refunded on: 18.07.2024	Due date of possession: 31.08.2024	TSC: Rs. 69,99,825/- AP: Rs. 32,71,000/-
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:					
Abbreviation		Full form			
DOF		Date of filing complaint			
BBA		Builder buyer agreement			
TSC		Total Sale consideration			
AP		Amount paid by the allottee(s)			

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/promoter and seeking possession of the unit.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4304/2024 titled as Nipun Goel V/S NB Buildcon Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua refund of the allotted unit.

A. Unit and project related details

7. 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	"Gokulam" at Sector-7, Sohna, Gurugram, Haryana
2.	Nature of the project	Affordable Residential Plotted Colony under DDJAY
3.	Project area	10.4125 Acres
4.	DTCP license no.	168 of 2022 dated 21.10.2022 Valid up to 20.10.2027
5.	RERA Registered/ not registered	Registered 129 of 2022 dated 23.12.2022 valid up to 31.08.2024
6.	Registration extension vide no.	Extension no.25 of 2024 dated 10.12.2024 Valid up to 30.08.2025
7.	Unit no.	Plot no. F-18 (page no. 24 of complaint)
8.	Unit area admeasuring.	133.33 sq. yds. (page no. 24 of complaint)
9.	Allotment letter	29.01.2024 (page no. 16 of complaint)

10.	Date of builder buyer agreement [BBA executed but not registered]	29.01.2024 (page no. 22 of complaint)
11.	Possession clause	7. Possession of the Plot 7.1 Schedule for possession of the said plot: The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee(s) and handing over 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.
12.	Due date of possession	31.08.2024 (as per rera registration certificate)
13.	Total sale consideration	Rs.69,99,825/- (page no. 25 of the complaint)
14.	Amount paid by the complainant	₹ 30,49,000/- (as alleged by complainant)
15.	Demand letter	03.04.2024 (page no. 48 of reply)
16.	Pre cancelation Letter	05.07.2024 (pg. 49 of complaint)
17.	Cancellation Letter	08.07.2024 (pg. 50 of complaint)
18.	Amount refunded by respondent	18.07.2024 (pg. 66 of reply)
19.	Completion certificate	Not Obtained
20.	Offer of possession	Not offered

B. Facts of the complaint:

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

- I. That the respondent finally induced the complainant to purchase two DDJAY residential plots one is F-18 and another is F-19 admeasuring 133.33 sq. yd. for a total cost of one plot would be Rs. 69,99,825/-. Hence the complainant has given booking amount of two DDJAY residential plots on dated 09.11.2023. The complainant paid a sum of Rs. 2,51,000/- as a booking amount and also paid a sum of Rs. 4,98,000/-.
- II. That the complainant had received allotment letter and on the same day the complainant also received an unregistered builder buyer agreement which was unilaterally signed by the respondent on 29.01.2024. The BBA signed by the complainant and handover it to the respondent to get registered the same, but despite several attempts made by the complainant through telephonic and email conversation the respondent company deliberately didn't registered the BBA.
- III. That the respondent on 05.03.2024 raised the demand of 2nd instalment the sales price including EDC and IDC for DDJAY residential plot no- F-18 of the project amount to Rs. 14,10,946/-. The respondent on 03.04.2024 raised the demand of 3rd instalment, the sales price including EDC and IDC for residential plot no- F-18 of the project amount to Rs. 35,77,943/-. The respondent on 17.04.2024 again raised the demand of 3rd instalment with some slight changes, the sales price including EDC and IDC for DDJAY residential plot no- F-18 of the project amount is now Rs. 34,62,620/-.
- IV. That the truth of the assurances made by the Directors and employees of the company surfaced when on the one hand company started

delaying registration of the BBA which was already signed by both the parties and on the other hand they have raised several times illegal demand of payment. The respondent sent a pre-cancellation letter dated 05.07.2024 of DDJAY residential plot no- F-18 communicating its unilateral decision of not paying overdue. Such a unilateral decision made by the respondent is per-se illegal and against the terms and conditions of the agreement entered between the parties since the complainant has already transferred more than 45% percent of total value of property as per Scheduled B payment plan which is Rs. 30,49,000/-. Moreover the respondent never approached the complainant for registration of BBA.

- V. Later the respondent vide letters dated 08.07.2024 send cancellation letter on the ground of failure to pay outstanding due amount which is Rs 21,19,942/- raising illegal demands of dues and again frivolous explanation was provided for the illegal demands by the respondent. Hence, the cancellation letter and demand dated 08.07.2024 are liable to be set aside being illegal. That the payment which was already made by complainant in past has not been deposited in his favour by the respondent and instead of getting BBA registered the respondent-company intended to bypass agreement due to the abovementioned reason. The respondent is demanding payment again and again from the complainant with the sole intent of cheating and gaining wrongfully from such innocent buyer. Hence, cancellation letter and demand issued subsequently are illegal per-se and liable to be set aside.
- VI. That the respondent has transferred the deposit amount through RTGS Rs. 21,49,000/- dated on 15.07.2024 in the bank account of complainant even though complainant has never ask for the refund of the same.

VII. That the respondent from the very beginning has no intention to get the registration of BBA in favor of complainant. Further, several times requesting by the complainant and the same was neglected deliberately by the respondent, it is abundantly clear that the respondent has not abide by the terms and conditions of the agreement rather illegal and unreasonable payment demands has been raised again and again.

C. Relief sought by the complainant:

9. The complainant has sought the following relief(s)

- i. Direct the respondent to execute registration of BBA and hand over the physical and peaceful possession of the property after paying all pending dues.
- ii. To execute the sale deed after the completion of the project in favour of the complainant.
- iii. To set aside the illegal pre cancellation and cancellation letter issued by the respondent vide letter dated 05.07.2024 and 08.07.2024.
- iv. Restrain the respondent from entering the sale deed with 3rd party till the completion of project and handing over the possession to the complainant.
- v. Direct the respondent to pay the penalty charges of damages with interest as per RERA Act.

10. 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:

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

- I. That the complainant was provisionally allotted plot no. F-18 admeasuring 133.33 sq. yd. vide allotment letter dated 29.01.2024. The complainants had opted for a payment plan proposed at the time of allotment of residential plot to complainant. The buyer's agreement was executed between the complainant and the respondent on 29.01.2024.
- II. That the complainant had opted for a payment plan in which the first three instalments were time bound and the remaining instalments were payable upon achievement of the construction milestone indicated in the payment plan. Although the complainant had agreed and undertaken to make timely payments in accordance with the payment schedule but the complainant defaulted in payment of instalments.
- III. That as per the terms and conditions of the buyer's agreement, the complainant was under a contractual obligation to make timely payment of all amounts payable under the buyer's agreement on or before the due dates of payment failing which the respondent is entitled to levy delayed payment charges in accordance with clause 1.6 read with clauses 9.3 (i) and also entitled to cancel the allotment in accordance with 9.3 (ii) of the buyer's agreement.
- IV. That the respondent completed development of the project in which the residential plot in question is situated within the original period of registration under the Act and applied for the completion certificate in respect thereon on.
- V. That the timely completion of the residential plotted colony project is of utmost importance for ensuring the satisfaction of all allottees and for enabling the respondent to fulfill its obligations as the promoter of

the project. For the project to progress as per schedule and achieve key milestones, it is essential that all allottees make their installment payments within the stipulated timelines. However, the complainant failed to make timely payments of the installments, citing the non-registration of the builder-buyer agreement (BBA) at the Sohna Tehsil as the reason. That the respondent made due arrangements for the registration of the BBA at the Sohna Tehsil Office on two occasions and duly informed the complainant in advance, requesting him to bring the necessary documents for the registration process. Despite being informed well in advance via both phone call and WhatsApp message the complainant willfully failed to appear at the Sub-Registrar Office, Sohna on 30th May 2024, the date scheduled for registration. This non-cooperation has directly hindered the smooth progress of the project.

- VI. That the complainant's continues ignorance to register the agreement before the Sub-Registrar office, Sohna violates the binding effect of the BBA agreement dated January 29, 2024 as per the clause 18 of the builder buyer's agreement.
- VII. That at the time of executing the BBA, the complainant had fully satisfied him selves with regard to the BBA clauses and complainant is well aware that the BBA signed between the complainant & respondent is based on the model agreement prescribed under the Rule 8 of Rule 2017 of RERA Act. Complainant didn't made the time link payments as per the payment schedule prescribed under allotment letter & builder buyer's agreement. Respondent raised an demand through demand notice dated April 3rd 2024 of Rs. 35,77,943/- and made several follow-ups for the payment before sending a pre-cancellation letter through email dated July 5, 2024 and

cancellation letter through email dated July 8, 2024 & through registered post dated July 9, 2024. Respondent did the cancellation of allotment as per the laid provisions of RERA Act and BBA agreement executed between the parties on 29/01/2024. Complainant is himself in default of non-payment of time link payments. Thus, the complainant is estopped from filing the present complaint. The complaint is not maintainable after lawful cancellation of allotment of the complainant. The institution of the present complaint is nothing but an afterthought.

- VIII. That the respondent has refunded the entire amount of Rs. 31,60,000/- to the complainant on 15th July 2024, being the full amount paid by the complainant, in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the obligations arising under the builder-buyer agreement dated 29.01.2024. Accordingly, no further rights, claims, or liabilities can be asserted by the complainant against the respondent in respect of the said plot.
- IX. That the complainant has acknowledged receipt of the entire refund amount of Rs. 31,60,000/- as on 15th July 2024, and nothing remains due from the respondent. However, the complainant is yet to refund the statutory deduction amounting to Rs. 6,49,983/- being 10% of the basic sale price, which remains recoverable in accordance with the terms of the agreement, since the cancellation was due to the complainant's default in making timely payments.
- X. That the entire case of the complainant is nothing but a web of lies and the false and frivolous allegations have been made against the respondent. The respondent has duly completed development works of the plot in question and has also applied for the completion

certificate with the concern authority of the same to the complainant within the time period stipulated under the buyer's agreement. There is no default or lapse on the part of the respondent.

- XI. That the contractual relationship between the complainant and the respondent is governed by the terms and conditions of the buyer's agreement dated 29.01.2024.
 - XII. That in the event of a delay in payment by the allottee without any justified reason, the respondent is entitled to cancel the allotment by following the procedure laid down under clause 9.3(ii) of the builder-buyer agreement (BBA). In the present case, the complainant failed to make the payment as per the demand notice raised by the respondent on 03.04.2024. Upon the expiry of the 90-day period stipulated under Clause 9.3(ii) and in accordance with the due process the respondent issued a pre-cancellation notice on 05.07.2024 and subsequently cancelled the allotment of the plot on 08.07.2024.
 - XIII. That the complainant is in default having failed to make timely payments of the sale consideration as per the agreed payment plan. As such, the complainant is in breach of the terms and conditions of the builder-buyer agreement and cannot claim any relief arising from the consequences of their own default.
 - XIV. That on account of delay and defaults in time link payments by the complainant, the Respondent rightfully cancel the allotment and refunded the entire money paid by the complainant i.e., Rs. 31,60,000/- on 15th July 2024.
12. 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 submissions made by the parties.

E. Jurisdiction of the authority:

13. 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

14. 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

15. 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.

16. 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(s):

- i. Direct the respondent to execute registration of BBA and hand over the physical and peaceful possession of the property after paying all pending dues.
- ii. To execute the sale deed after the completion of the project in favour of the complainant.
- iii. To set aside the illegal pre cancellation and cancellation letter issued by the respondent vide letter dated 05.07.2024 and 08.07.2024.
- iv. Restrain the respondent from entering the sale deed with 3rd party till the completion of project and handing over the possession to the complainant.
- v. Direct the respondent to pay the penalty charges of damages with interest as per RERA Act.

17. In the present complaint, the complainant booked a unit in the project of respondent namely, 'Gokulam', situated at sector 7, Sohna, Gurugram. The complainant applied for booking of the said unit. The complainant was allotted a plot bearing no. F-18 admeasuring 133.33 sq. yds. vide allotment letter dated 29.01.2024. Further, the builder buyer's agreement was executed between the complainant and the respondent on 29.01.2024 for the total sale consideration of Rs. 69,99,825/- out of which the complainant has made a payment of Rs. 30,49,000/- against the same in all. The said agreement dated 29.01.2024 was duly executed by the parties but not registered in the tehsil office. As per clause 7 of the agreement, the respondent was required to hand over possession of the unit by

31.08.2024. The complainant is seeking execution of registration of BBA and possession. The respondent has stated that the demand were raised as per payment plan annexed with builder buyer's agreement dated 29.01.2024 and the complainant has made payment of Rs. 30,49,000/-. The respondent issued a demand letter dated on 03.04.2024. However, due to non-payment of the said demand respondent issued pre cancellation letter dated 05.07.2024. The complainant failed to act further and comply with their contractual obligations and therefore the unit of the complainant was finally terminated vide letter dated 08.07.2024. The respondent also refunded the entire amount paid by the complainant on 18.07.2024. Now, the question before the authority is whether this cancellation is valid or not.

18. On consideration of documents available on record and submissions made by both the parties, the authority observes that that the total sale consideration of the subject unit is Rs. 69,99,825/- out of which the complainant has admittedly paid a sum of Rs. 30,49,000/- to the respondent. The remaining amount was required to be paid strictly in accordance with the payment plan annexed with the builder buyer agreement dated 29.01.2024 which governs the rights and obligations of both the parties. The payment plan forms an integral part of the said agreement and is binding upon the complainant. The complainant failed to adhere to the agreed payment schedule and defaulted in making the due payments as per the payment plan.
19. The principal defence raised by the complainant is that although the builder buyer agreement was executed between the parties, the same was not registered before the concerned Tehsil and therefore, the complainant withheld further payments. This plea, in the considered opinion of the

Authority, is untenable and devoid of merit as the respondent has placed on record documentary evidence at page no. 59 which clearly demonstrates that the respondent had duly obtained an appointment for registration of the agreement deed, scheduled at 12:06 PM and had taken all necessary steps for completion of the registration process. The record further reveals that despite due intimation and communications issued by the respondent for the said date the complainant failed to appear before the concerned authority for registration of the agreement.

20. The Authority is of the considered view that once the respondent had taken all requisite steps for registration and the complainant failed to cooperate. The complainant cannot withhold payments under the garb of non-registration of the agreement. The obligation to make payments as per the agreed payment plan remains unaffected by such conduct of the complainant. Accordingly, the plea raised by the complainant regarding non-payment on account of non-registration of the builder buyer agreement is hereby rejected. The respondent has already refunded the entire amount paid by the complainant therefore, no direction with regard to refund are hereby granted.
21. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
22. Complaints stand disposed of.
23. Files be consigned to registry.

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026