

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

**Complaint no.:** 1112 of 2025  
**Date of complaint:** 18.03.2025  
**Date of order:** 13.02.2026

1. Sanjay Bansal

**Resident of:** H. No. D-1004 10th Floor, Chintels Paradise  
Sector 109, Bajghera, Gurgaon - 122017.

2. Ajay Babbar

**Resident of:** Flat no C-31 Modest Ketki CGHS Ltd Plot no  
8 B, Sector-11 Dwarka South west Delhi- Delhi 110075.

**Complainants**

Versus

M/s Godrej Real View Developers Private Limited

**Having Regd. Office at:** - 3rd Floor, UM House, Plot No  
35, Sector 44, Gurgaon, Gurugram, Haryana, 122002.

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri Abhej Jain and Shri Rishabh Jain (Advocates)

Shri Rohan Malik (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 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. N.	Particulars	Details
1.	Name and location of the project	"Godrej Meridien - III", Sector 106, Gurugram
2.	Nature of the project	Group Housing Project
3.	Project area	14.79 acres
4.	DTCP license no.	18 of 2008 dated 02.02.2008 valid up to 01.02.2030
5.	Name of licensee	M/s Godrej Real View Developers Private Limited
6.	RERA Registered or not registered	<b>Registered</b> <b>For Godrej Meridien - III</b> <b>[Project area - 5.06 acres]</b> 09 of 2020 dated 10.02.2020 valid up to 30.09.2025
7.	Unit no.	T5-1603, 15 <sup>TH</sup> floor, tower 5 (As per page 25 of complaint)
8.	Unit area admeasuring	113.98 sq. mtrs. (carpet area) 24.02 sq. mtrs. (exclusive area) <b>138 sq. mtrs. [Total area]</b> (As per page 25 of complaint)
9.	Allotment letter	04.04.2022 (As per page 19-27 of reply)
10.	Date of agreement for sale [b/w respondent and Ikshit Sharda i.e., original allottee]	26.04.2022 (As per page 23 of complaint)
11.	Possession clause	<b>7. Possession of the unit:</b> <b>7.1 Schedule for possession of the unit:</b> <i>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</i>

		<p><i>Rules, 2017, is the essence of the agreement.</i></p> <p><b><i>The promoter shall offer possession of the unit along with common areas on or before 30.09.2025 ["Completion Time Period"] ...</i></b></p> <p><b>[Emphasis supplied]</b></p> <p>(As per page no.62 of reply)</p>
12.	Due date of possession	<p><b>30.09.2025</b></p> <p>(Note: as mentioned in clause 7.1 of BBA)</p>
13.	Letter for transfer of the allotment by original allottee	<p>15.11.2023</p> <p>(As per page 100-104 of reply)</p>
14.	Deed of assignment cum novation [B/w <b>Ikshit Sharda, complainant and respondent</b> ]	<p><b>12.12.2023</b></p> <p>(page 59 of complaint)</p>
15.	Basic sale price For carpet area [Rs.1,17,278.53/- X 113.98 sq. mtrs.]	<p>Rs.1,33,67,406/-</p> <p>(As per pricing sheet i.e., Schedule-V annexed with BBA at page no. 48 of the complaint)</p>
16.	Total sale consideration [BSP + IFMS + EDC/IDC + Other charges + Taxes]	<p>Rs.1,98,10,367/-</p> <p>(As per pricing sheet i.e., Schedule-V annexed with BBA at page no. 48 of the complaint)</p>
17.	Amount paid against the allotted unit	<p>Rs.81,05,601/-</p> <p>(As alleged in complaint also as mentioned in last &amp; Final reminder letter dated 25.05.2024 at page 109 of reply)</p>
18.	Payment Plan	<p>Construction linked payment plan</p> <p>(As per page no. 49 of the complaint)</p>
19.	Demand letter (on completion of super structure)	<p>12.03.2024</p> <p>(As per page 105-106 of reply)</p>
20.	Interest communication / reminder letter	<p>11.04.2024 &amp; 26.04.2024</p> <p>(As per page 107-108 of reply)</p>
21.	Last and final reminder before termination	<p>25.05.2024</p> <p>(As per page 109 of reply)</p>

22.	Demand letter (on completion of flats internal plaster)	17.06.2024 to be payable by 05.07.2024 (page 65 of complaint and as per page 110-111 of reply)
23.	Termination letter (due to non-payment)	28.06.2024 (As per page 112-114 of reply)
24.	Email dated 30.12.2024 by respondent for reinstatement of unit by making payment as mentioned in email by 31.12.2024	Reinstatement amount Rs.82,51,232/- And other charges and interest. <b>Total Rs.1,82,37,121/-</b> (page 66 of complaint)
25.	Occupation Certificate/ completion certificate	Not obtained
26.	Offer of possession	Not offered

**B. Facts of the complaint:**

3. The complainants have made the following submission: -

- I. That, in the year 2022, the respondent herein proposed to develop a residential project namely 'Godrej Meridien' situated at Sector-106, Gurgaon. The said housing project was proposed to be developed under the building Group Housing project comprising 7 multi stories towers, convenient shopping complex, club house and nursery and other amenities, facilities, issued by the Haryana Real Estate Regulatory Authority RC/REP/HARERA/GGM/393/125/2020/09 dated 10-02-2020.
- II. That, on such presentation of proposals/claims by the respondent, Mr. Ikhsit Sharda applied in the residential unit in the project vide application form dated 28-02-2022 and has been allotted unit bearing no T5-1603 on the 15<sup>th</sup> floor having carpet area of 113.98 sq. mtr. along with 1 cover parking in Sector 106, Gurugram Haryana and an agreement to sell has been executed between Mr Ikshsit Sharda and the respondent on dated 26.04.2022 for the total sale consideration of Rs.1,98,10,367/-. That Mr.

- Ikshit Sharda paid the part amount of Rs.79,24,145/- as per the agreement in favor of the respondent.
- III. That, thereafter, the complainant purchased the above said unit bearing no. T5-1603 on the 15<sup>th</sup> floor, sector-106, Gurugram from Mr Ikshit Sharda and a deed of assignment cum novation has been executed between the Mr. Ikshit Sharda, complainant and respondent on dated 12.12.2023. The amount of Rs.79,24,145/- shall be considered as part consideration and balance amount shall be aid to the respondent by the complainant as per the construction link plan.
- IV. That the respondent demanded Rs.39,22,073/- on dated 17.06.2024 and the complainant replied on the mail and requested some time to make the payment as at that time the complainant was in financial crisis.
- V. That, the complainant had applied for a home loan from bank, and was informed by the bank that documents namely approved BBA, site plan, environmental clearance, NOC from fire department/ pollution control board/ airport authority besides undertaking, etc. would be required in order to sanction the loan and accordingly, the complainant requested the respondent to provide the necessary documents to the bank. The respondent failed to provide the documents and loan was not sanctioned. That the respondent stopped sending the demands for the said unit to the complainant.
- VI. That the complainant after failed to get the loan from the bank arranged the funds for payment through his sources and successfully have the money to make payment to the respondent in the meanwhile respondent sent an email vide mail dated 30.12.2024 demanded Rs.1,82,37,121.83/-. That the respondent demanded Rs.82,51,232/- as reinstatement amount along with GST of Rs.14,85,221/- along with the current due of Rs.78,84,527/- along

- with interest of Rs.6,16,140/-. the charges applied by the respondent are baseless and illegal.
- VII. That the complainant visited the office of the respondent to cancel the reinstate charges and ready to make the balance payment with normal bank rate interest but the respondent denied and threatened to cancel the unit and continuously sent the cancellation notice. The complainant is still ready to make the payment as per the agreement and the construction link plan.
- VIII. That after waiting for the sufficient time the respondent did not send the demand notices for the payment towards the allotted unit. That in the month of Jan, 2025 complainant received the mail for termination of the unit. The complainant was shocked to know that the respondent has cancelled the unit of the complainant and refused to accept the payment. The respondent deducted the payment and said the balance payment will be refunded in your account.
- IX. That complainant requested to the respondent that they are ready to make the whole payment due to the respondent towards their unit but the respondent was adamant and did not receive any payment. It is pertinent to mention here that the complainant visited the office of the respondent with the cheque to make payment. That the complainant is ready to make all the due payments as on date as well.
- X. That, it is pertinent to mention here that since the above-mentioned documents could have only been provided by the respondent, hence the complainant was left with no other option but to constantly request the respondent representatives to provide the same but instead of replying to the emails or providing the documents, the respondent has chosen not to respond to complainant's legitimate and genuine request.
- XI. The above cancellation is illegal, arbitrary and in sheer violation of the terms of allotment letter. The aforesaid arbitrary and unlawful act on

- respondent's part has resulted into extreme kind of financial hardship, mental distress, pain and agony to the complainant.
- XII. That the complainant kept painstakingly pursuing the respondent to restore allotment of the unit and to further make the payment of the unit due as on date but to no avail and the respondent, with a malafide intention has fortified the whole amount towards forfeiture charges.
- XIII. That it is pertinent to mention that complainants are ready with payment.
- XIV. That no harm will be caused to the respondent in case the allotment of the unit of the complainant will be restored as the flat. That the construction of the unit/project is underway and not completed.
- XV. That the complainant is ready to make the whole payment due towards the unit after the revocation of the allotment of the unit.
- XVI. That the respondent has no intention to restore the allotment of unit in the said project and the complainant has been duped of his hard-earned money in the garb of the investment in their project. The aforesaid arbitrary and unlawful acts on the part of Respondent have resulted into extreme kind of financial hardship, mental distress, pain and agony to the complainant.
- XVII. That accordingly, the complainant is entitled to aforementioned reliefs in accordance with The Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development) Rules, 2017.

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

4. The complainants have sought following relief(s):
- i. Direct the respondent to withdraw the unit cancellation with respect to the apartment to the complainant;
  - ii. Direct the respondent to restore the allotment letter dated 04.04.2022 issued to the complainant;
  - iii. Direct the respondent to accept the payment due as on date after restoration of the allotment of the unit;

- iv. Direct the respondent to cancel the reinstatement charges and the GST on reinstatement charges;
  - v. Direct the respondent to pay a sum of Rs.1,00,000/- to the complainant towards the cost of the litigation;
  - vi. Pass such order or further order as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present 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: -
- i. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said project was registered with the Hon'ble Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 and Haryana RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/393/125/2020/09.
  - ii. It is submitted that the present complaint is not maintainable in view of the settled principle of law "*commodum ex injuria sua nemo habere debet*", i.e., that the complainants cannot be allowed to take advantage of their own wrongs. Further, the complainants are guilty of concealing the material facts from this Authority and the same is also highlighted in the succeeding paragraphs of the present reply.
  - iii. That the complainants have failed to discharge their obligations under the ATL, wherein they were required to make the payment as per the opted payment plan selected by them. After making part payment, the complainants failed to make payment in terms of the opted payment plan

- which eventually led to termination of the allotment in question on 28.06.2024 itself. As on date the unit in question is terminated for non-payment of agreed consideration by the complainants. That after having failed to comply with the opted payment plan, the complainants have filed the present complaint in order to abuse the process and mislead this Authority into restoration of allotment.
- iv. By way of the present complaint, the complainants are alleging that the respondent fraudulently terminated the allotment of the complainants. Under the garb of the aforesaid vague allegations, the complainants have filed the present complaint to arm-twist the respondent and sought reinstatement of the allotment of the unit to the complainants. In the humble submission of the respondent, the present complaint is gross abuse of the process of law and has been filed with the sole intent of coercing the respondent into accepting the unfair and untenable demands of the complainants. That all the transactions were with the free consent of the complainants on agreed terms of the application form and agreement to sub-lease, which the complainants have executed only after carefully reading and satisfying themselves with the terms and conditions mentioned therein.
- v. That a residential unit bearing no. T5-1603, Tower-5 in the project was booked by Mr. Ikshit Sharda on 28.02.2022 and was allotted to Mr. Ikshit Sharda on 04.04.2022 for the total sales consideration of Rs.1,98,10,367.38/- and later on 26.04.2022 agreement for sale was executed between the respondent and Mr. Ikshit Sharda. Further, Mr. Ikshit Sharda being an educated person applied for the unit after completely satisfying himself with the description of the project and the terms and conditions. However, Mr. Ikshit Sharda became desirous of assigning/transferring the unit for the reasons best known to him in favour of the

complainants. In the view of the same, the complainants agreed to acquire the unit.

- vi. Accordingly, both the parties submitted a joint request to the respondent for transfer of allotment in relation to the unit in favour of the complainants. Accordingly, the respondent based on the representations and warranties of the parties, allotted the unit in favour of the complainants. In pursuance of the same, following documents were executed between the parties: a. Assignment deed/Application form dated 15.11.2023. b. Indemnity bond dated 15.11.2023 and 07.12.2023.
- vii. Endorsed allotment Letter & Payment Receipts. Vide the aforesaid documents, the complainants agreed to pay the remaining sum and applicable taxes towards the sale consideration of the unit to the respondent as per the agreed payment plan.
- viii. At this stage, before going further into facts as they transpired, it is important to highlight certain agreed terms and conditions of the AFS, which was read and agreed upon by the complainant:

**"Relevant clauses under Agreement for Sale:**

- **Clause 1.4:** the Allottee shall make the payment as per the payment plan set out in schedule VI (Payment Plan).
- **Clause 2.1:** Subject to the terms of the Agreement and the Developer abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan.
- **Clause 2.3:** The Allottee undertakes to make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement. If the Allottee defaults in making payment on or before the due date, Allottee shall be liable to pay Interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Developer.
- **Clause 7.1: Schedule for possession of the said Unit;**
- The Developer 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 Policies/Guidelines, decisions affecting the regular development of the real state project.

- ***Clause 9.3: The Allottee shall be considered under a condition of Default, on the occurrence of the following events;***
  - *(i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount.*
  - *(ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months in spite of notice from the Promoter in this regard. The Promoter may terminate this agreement and cancel the allotment of the Unit of the Allottee.*
  - *On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated, Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination or such other time period as laid down under the Applicable Laws."*
- ix. It is also noteworthy to mention that there are similar clauses in the model agreement introduced as *Haryana Real Estate (Regulation and Development) Rules, 2017* by the RERA Authority. Following facts are to be appreciated in the backdrop of the aforesaid agreed terms of the ATL.
- x. That the respondent in terms of the opted payment plan raised a demand for an amount of Rs.39,62,073.46/- dated 12.03.2024. However, the complainants ignored the aforesaid demand raised by the respondent and failed to come forward and fulfil their contractual obligation to make timely payment.
- xi. It is relevant to point out that since no payment was forthcoming from the complainants, the respondent issued the Interest Letter dated 11.04.2024 requesting the complainants to pay the aforesaid due amount. However, the complainants ignored the Interest letter and never paid any amount to the respondent.
- xii. It is pertinent to highlight that the complainant ignored the demand and interest letter raised by the respondent in terms of the opted payment plan leaving the aforesaid amount of Rs.39,62,073.46/- due and payable. Thereafter, the respondent was constraint to issue another interest letter dated 26.04.2024 requesting the complainants to pay the aforesaid amount, however, to no avail.

- xiii. Here it is pertinent to mention that the complainants were already lagging behind in fulfilling their contractual obligations in terms of the opted payment plan, for which the respondent had issued multiple demand/interest letters. However, the complainants ignored the aforesaid invoice and demand/interest letters.
- xiv. In view of the aforesaid non-payment by the complainants, the respondent was constrained to issue a pre-termination letter/last and final reminder dated 25.05.2024 informing the complainants that in case of failure to make the payment in terms of the opted payment plan, the respondent will proceed to terminate the allotment and forfeit the booking amount.
- xv. At this juncture, it is pertinent to mention that the respondent was undertaking the development of the project with utmost diligence and efficiency, demonstrating the respondent's commitment to timely delivery. In the view of the same, the respondent in terms of the opted payment plan raised a demand letter dated 17.06.2024 for an amount of Rs.39,62,073.46/-. However, despite the contractual obligation and the demonstrated progress at site, the complainants wilfully ignored the aforesaid demands. Disregarding both the pace of construction and the financial requirements essential for the continued development of the project, the complainants failed to make the payment, leaving a balance of Rs.78,84,527.38/- due and payable (excluding the interest on delayed payment).
- xvi. All the aforesaid notices and reminders were ignored by the complainants. That since no payment was forthcoming from the complainants, the respondent lawfully terminated allotment of the unit vide termination letter dated 28.06.2024 as per the agreed terms of the ATL as well as the procedure established under the RERA Act. That at the time of termination,

there was an outstanding interest of Rs.99,821.64/- (Excluding Taxes) due and payable by the complainants.

- xvii. From the above narrated facts and circumstances, it is submitted that the complainants have failed to fulfil their contractual obligation of making timely payment and thereafter, when the respondent as per the law and in accordance with terms mentioned in ATL terminated the allotment of the unit, the complainants started levelling false & frivolous allegation and as an afterthought filed the present complaint. In view of the same, the complainants are not an "allottee" within the ambit of the Act.
- xviii. It is submitted that the respondent being a customer centric organisation already acted best in the interest of the complainants by providing various opportunities to make the timely payment before the termination of the allotment.
- xix. It is submitted that the respondent being Law-abiding entity has always acted in accordance with the law of the land and RERA Act/Rules/Regulations and Agreement for sale. Further, it is submitted that all the necessary approvals of project are already available for public viewing at large on the portal of the Hon'ble RERA Authority.
- xx. It is to be noted that the terms and conditions agreed in the AFS do not provide for any relief to the complainants without attributing any breach on the part of the respondent. Thus, the complainants are bound by the aforesaid terms and the law of the land.
- xxi. Hence, in order to arm-twist the respondent, the complainants have filed the present complaint seeking reinstatement of the allotment of the Unit without placing any proof or document which can show that the Respondent is at fault, and the complainants have created a boggy of false & frivolous allegations despite being at fault. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Written submission made by the complainants:**

9. The complainants have filed the written submissions on 05.02.2026 and no additional fact apart from complaint has been stated in the written submissions.

**F. Jurisdiction of the Authority**

10. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**F. I Territorial jurisdiction**

11. 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 District 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.

**F. II Subject matter jurisdiction**

12. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11(4)(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.*

13. 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.

**G. Findings regarding relief sought by the complainants:**

**G.I Direct the respondent to withdraw the unit cancellation with respect to the apartment to the complainants;**

**G.II Direct the respondent to restore the allotment letter dated 04.04.2022 issued to the complainants;**

**G.III Direct the respondent to accept the payment due as on date after restoration of the allotment of the unit;**

**G.IV Direct the respondent to cancel the reinstatement charges and the GST on reinstatement charges;**

**G.V Pass such order or further order as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.**

14. The above-mentioned relief 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.
15. In the present complaint, the complainants intends to continue with the project and are seeking setting aside of cancellation letter dated 28.06.2024 and to restore the allotment letter dated 04.04.2022.
16. In the present complaint, the original allottee i.e., Mr. Ikshit Sharda booked a unit in the project "Godrej Meridien-III", Sector-106, Gurugram, being developed by the respondent herein and was allotted a unit bearing no. T5-1603 at 16th floor in tower-T5, admeasuring area of 113.98 sq. mtr. carpet area and 24.02 sq. mtr. exclusive area 138 sq. mtr. total area vide allotment letter dated 04.04.2022. Thereafter, a builder buyer agreement was executed between the original allottees and the respondent on 26.04.2022, for the total sale consideration of Rs.1,98,10,367/- out of which the respondent has

received an amount of Rs.81,05,601/- from the complainants as well as original allottee till date, which constitutes around 40.91% of the total sale consideration and 60.63% of basic sale consideration of carpet area. The complainants have opted for construction linked payment plan. Thereafter, on 15.11.2023, the Original allottee i.e., Mr. Ikshit Sharda sent a letter to the respondent to transfer the allotment in favor of the complainants namely Sanjay Bansal and Ajay Babbar. Further on 12.12.2023, the original allottee, the complainants and the respondent entered into a deed of assignment-cum- novation for the subject unit in question. Therefore, the complainants have stepped into the shoes of original allottee on 12.12.2023.

17. The respondent has raised a demand on 12.03.2024 for milestone "*upon completion of super structure*" followed by interest communication/ reminder letters dated 11.04.2024 & 26.04.2024 and the last and final reminder before termination letter dated 25.05.2024, for clearing the payment of outstanding dues. Further raised a demand on 17.06.2024 for milestone "*upon completion of flats internal plaster*". However, the complainants failed to make the payment as per the said demand and reminder. Therefore, the respondent has cancelled the unit of the complainants vide cancellation letter dated 28.06.2024, on account of non-payment of outstanding dues.
18. Now the question arises before the Authority whether the cancellation letter dated 28.06.2024 is valid in the eyes of law or not.
19. It is observed by the Authority that the complainants had opted for a construction linked payment plan and the demands raised by the respondent are in accordance with the agreed payment plan. It is further observed that the respondent has received a sum of Rs.81,05,601/- against the total sale consideration of Rs.1,98,10,367/-. However, the respondent has cancelled the subject unit on 28.06.2024, due to non-payment of outstanding dues.

20. Upon perusal of documents available on records and submissions made by both parties, the Authority observes that respondent has issued a demand on 12.03.2024, for the milestone "upon completion of super structure" vide which the respondent has raised a demand of Rs.39,22,453/-, payable by 30.03.2024. Thereafter, interest communication letters dated 11.04.2024 & 26.04.2024 followed by the last and final reminder before termination letter dated 25.05.2024, for clearing the payment of outstanding dues. Subsequently, the respondent issued another demand on 17.06.2024, for the milestone "upon completion of flats internal plaster" vide which the respondent has raised a demand of Rs.78,84,527/-, which includes the earlier outstanding amount of Rs.39,22,453/-, payable by 05.07.2024 (due date). However, immediately after 10 days of issuance of said demand letter dated 17.06.2024, the respondent issued a cancellation letter on 28.06.2024 and cancelled the unit for non-payment of outstanding dues without giving reasonable and sufficient time to the complainants to clear the outstanding dues.
21. It is further observed by the Authority that vide email dated 30.12.2024 (page 66 of complaint), the respondent provided an opportunity to the complainants to retain the subject unit in question subject to the payment of an amount of Rs.1,82,37,121.83/- by tomorrow (i.e., 31.12.2024), the said amount consists reinstatement amount Rs.82,51,232.62/-, GST on reinstatement amount (18%) Rs.14,85,221.87/-, due amount (current due) Rs.78,74,527/- & interest amount Rs.6,16,140.34/-. The said email dated 30.12.2024 is reproduced for reference:

*Godrej Meridien <godrejmeridien@godrejproperties.com> Mon, Dec 30, 2024  
at 4:49 PM*

*Reply - To: godrejmeridien@godrejproperties.com*

*To: "sanjaybansal2222@gmail.com" <sanjaybansal2222@gmail.com>*

*Dear Mr. Bansal,*

*Greetings from Godrej Properties!*

*This is regarding the email below and as discussed at site. Please find attached the calculation for your reference to retain the unit by 31<sup>st</sup> Dec 2024.*

*Below are the details for your reference:*

<i>Reinstatement amount</i>	<i>82,51,232.62/-</i>
<i>GST Reinstatement amount (18%)</i>	<i>14,85,221.87/-</i>
<i>Due amount (Current due)</i>	<i>78,84,527.00/-</i>
<i>Interest amount</i>	<i>6,16,140.34/-</i>
<b><i>Total</i></b>	<b><i>1,82,37,121.83/-</i></b>

*Request you to clear the dues by tomorrow to retain the unit !*

*Regards*

*Sonia Sharma*

22. It is to be noted that the subject unit was allotted to the complainants for total sale consideration of Rs.1,98,10,367/-. A bare perusal of the terms and conditions of the buyer's agreement dated 26.04.2022, there is no clause with regard to reinstatement amount payable by the complainants to retain the subject unit. Thus, the complainants are not obligated to any amount which is not part of buyer's agreement. It is well settled principle of the law, that no person can taken benefit for its own wrong. Therefore, the respondent is directed to not to charge any amount which is not the part of buyer's agreement executed interse parties
23. In view of the reasons quoted above and documents placed on record, The Authority is of the view, that the respondent has prematurely and arbitrarily cancelled that allotment of the subject unit. That as per demand letter dated 17.06.2024, the complainants were given an opportunity to clear the outstanding dues by 05.07.2024. However, the respondent vide letter dated 28.06.2024 has arbitrarily cancelled the allotment of the allotted unit i.e., unjustifiable. Accordingly, the cancellation letter dated 28.06.2024, is held to be invalid in the eyes of law and is hereby set aside, therefore, the respondent is directed to restore the allotted unit of the complainants without imposing any amount which is not the part of agreed terms and conditions of the buyer's agreement within 30 days from the date of this order, in case, if the subject unit is not available, then the respondent is directed to offer an

alternate unit of the same size, at similar location, at same rate as agreed at the time of allotment in the same project and handover the physical possession after obtaining occupation certificate from the competent authority.

24. In the present complaint, the complainants intends to continue with the project and as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under.

***"Section 18: - Return of amount and compensation***

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

***Provided 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 the possession, at such rate as may be prescribed."***

25. As per clause 7.1 of the buyer's agreement dated 26.04.2022, talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

***7. 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"] ...***

***[Emphasis supplied]***

26. Further clause 9.2 (ii) of the buyer's agreement dated 26.04.2022, provides that where the allottee does not intend to withdraw from the project or terminate the agreement in case of default by the promoter, he shall be paid by the promoter, interest at the rate prescribed in the Rules, for every month of delay. The same is reproduced herein for ready reference:

*9.2 In case of default by promoter under the conditions listed above, Allottee is entitled to the following:*

*ii. ... Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till handing over of the possession of the plot which shall be paid by the*

*promoter to the allottee within 90 (ninety) days of it becoming due or within such timelines as prescribed by the applicable law.*

27. Therefore, 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/plot to the complainants as per the terms and conditions of the buyer's agreement executed between the parties on 26.04.2022. 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 time period. Therefore, the Authority deems fit that the complainants are entitled to delay possession charges as per Section 18(1) of the Act, 2016 as well as clause 9.2 (ii) of buyer's agreement dated 26.04.2022.
28. **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]**  
*(1) 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.*
29. The legislature in its wisdom in the subordinate legislation under the provision of 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.

30. 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., 13.02.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
31. The definition of term 'interest' as defined under Section 2(za) 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—*
- (i) 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*
- (ii) 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;"*
32. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
33. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the buyer's agreement. The respondent assures to offer the possession of the unit on or before 30.09.2025. Therefore, the due date of handing over of possession comes to be 30.09.2025. However, the respondent has failed to handover possession of the subject unit to the complainants. Accordingly, it

is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Moreover, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

34. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.09.2025 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority 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.
35. That as per Section 19(6) and 19(7) of the Act, 2016, every allottee shall be responsible to make necessary payment as per the agreement for sale along with prescribed interest on outstanding delayed payments from the allottee. In view of the same, the complainants shall make the requisite payment within a period of 2 months of the date of issuance of 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 to the respondent, as per the provisions of Section 19(6) and 19(7) of the Act, 2016.
36. The Authority further observes and deems fit that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per

Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent-promoter has not obtained the completion certificate. As per clause 10 of the buyer's agreement dated 26.04.2022, the respondent shall prepare and execute along with allottee a conveyance deed to convey the title of the said plot in favour of the allottee but only after receiving full payment of total price of the plot and the relevant clause of the agreement is reproduced for ready reference: -

**10. Conveyance of the said unit:**

*"The promoter on receipt of total price of the unit along with any increase in taxes and charges, fees levies, if any as per 1.2 and any other charges mentioned in possession notice, shall execute a conveyance deed preferably within such timelines as may be prescribed under applicable law from date of issuance of occupation certificate as permissible under applicable laws and convey the title of the unit for which possession is granted to the allottee(s)"*

37. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the plot along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the CC from the competent authority.
38. As far as the relief of transfer of title is concerned, the same can be clearly said to be the statutory right of the allottee as Section 17 (1) of the Act provides for transfer of title and the same is reproduced below for ready reference:

**"Section 17: Transfer of title.**

*17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto*

*within specified period as per sanctioned plans as provided under the local laws:*

*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

39. In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016, after receipt of occupation certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any.

**G.VI Direct the respondent to pay a sum of Rs.1,00,000/- to the complainants towards the cost of the litigation;**

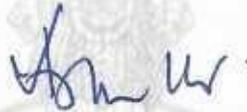
40. The complainants are seeking above mentioned relief w.r.t legal expenses. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of legal expenses

**H. Directions of the Authority: -**

41. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act: -
- The cancellation letter dated 28.06.2024, is not valid in the eyes of law and is hereby set aside. Therefore, the respondent is directed to restore the allotted unit of the complainants without imposing any amount which is not the part of agreed terms and conditions of the buyer's agreement within a period of 30 days from the date of this order, in case, if the subject unit is not available, then the respondent is directed to offer an alternate unit of the same size, at similar location, at same

- rate as agreed at the time of allotment in the same project and handover the physical possession after obtaining occupation certificate from the competent authority.
- ii. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.09.2025 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority 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.
  - iii. The arrears of such interest accrued from due date of possession till the date of order by the Authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per Rule 16(2) of the Rules.
  - iv. The respondent is directed to issue a revised statement of account after adjusting the delay possession charges within a period of 30 days to the complainants. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of revised statement of account.
  - v. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

- vi. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement dated 26.04.2022.
- vii. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainants.
42. Complaint stands disposed of.
43. File be consigned to the registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 13.02.2026**



**HARERA**  
**GURUGRAM**