

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

**Complaint no. : 3714 of 2024**  
**Date of decision : 21.11.2025**

1. Dinesh Kochar

2. Avani Kochar

**Both Resident of** House No. 1/9816 Gali No. 1  
West Gorak Park, Shahdara, New Delhi-110032

**Complainants**

Versus

**M/s Selene Constructions Private limited**  
**Address:-** F-60, Malhotra Building, 2<sup>nd</sup> Floor,  
Connaught Place, New Delhi-110001

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri Maninder Singh  
Shri Arun Yadav

**Counsel for Complainants**  
**Counsel for Respondent**

**ORDER**

1. The present complaint dated 01.08.2024 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 there under 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:

S. No.	Particulars	Details		
1.	Name of the project	Indiabulls Centrum Park, Sector 103, Gurugram		
2.	Nature of the project	Residential complex		
3.	Area of Project	22.062 acres		
4.	RERA Registered/ not registered	<b>Registered</b> i. <b>Centrum Park (Ph-I)</b> vide Registration no. 11 of 2018 dated 08.01.2018 <b>Registered area-</b> 39108.8 sq. mtrs. part of 22.062 acres <b>Valid upto-</b> 31.07.2018  ii. <b>Centrum Park (Ph-II)</b> vide Registration no. 10 of 2018 dated 08.01.2018 <b>Registered area-</b> 56220 sq. mtrs. part of 22.062 acres <b>Valid upto-</b> 31.10.2018		
5.	DTCP License no.	252 of 2007 dated 02.11.2007	50 of 2011 dated 05.06.2011	63 of 2012 dated 19.06.2012
	Valid up to	01.11.2024	04.06.2024	18.06.2024
	Licensed area	17.08 acres	1.92 acres	3.03 acres
6.	Unit no.	K2133, 13 <sup>th</sup> Floor, Tower K2		

		[As per space buyer's agreement at page 24 of complaint]
7.	Unit area admeasuring	2000 sq. ft. (super area) 1397 sq. ft. (covered area) [As per space buyer's agreement at page 24 of complaint]
8.	Date of buyer's agreement	21.03.2012 [Page 20 of complaint]
9.	Possession clause	21. <i>The Developer shall endeavour to complete the construction of the said building/Unit <b>within a period of three years, with an six months grace period thereon from the date of execution of the Flat Buyers Agreement</b> subject to timely payment by the Buyer(s) of the Total Sale Price payable according to the Payment Plan applicable to him or as demanded by the Developer....</i> [Page 29 of complaint]
10.	Due date of possession	21.09.2015 [Note: Grace period of 6 months is included being unqualified and unconditional]
11.	Basic Sale Consideration	Rs.64,50,000/- [As per space buyer's agreement at page 24 of complaint]
	Total sale consideration	Rs.74,41,000/- [As per Applicant Ledger dated 02.01.2023 at page 46 of complaint]
12.	Amount paid by the complainant	Rs.77,61,376/- [As per Applicant Ledger dated 02.01.2023 at page 46 of complaint]
13.	Occupation certificate	23.07.2018 [As per DTCP website]

14.	Letter of possession	28.07.2018 [Page 25 of reply]
15.	Conveyance deed dated	09.07.2024 [Page 49 of complaint]

**B. Facts of the complaint.**

3. The complainants have made the following submissions in the complaint:

- I. That the Respondent is a Company engaged in the business of construction and development of residential as well as commercial real estate projects across the country. That the real estate project named "Centrum Park", which is the subject matter of the present complaint, is situated at Sector 103, Daulatabad, District Gurugram, Haryana. Therefore, the Hon'ble Authority has the territorial jurisdiction to entertain, try, and adjudicate the present complaint.
- II. That the Respondent is the promoter/developer of the aforesaid residential project and has undertaken the development, marketing, and sale of residential units in the said project.
- III. That the Respondent has always projected and advertised itself as an ethical and reputed developer committed to delivering its projects in accordance with the promised quality standards and within the stipulated timelines. While launching and promoting the said project, the Respondent repeatedly represented to prospective buyers that their dream homes would be completed and delivered within the time agreed under the relevant agreements. The Respondent also assured

prospective buyers, including the present Complainant(s), that all necessary sanctions, approvals, and permissions had been obtained from the competent authorities for the development and completion of the project.

- IV. That the Respondent was fully aware that in the prevailing real estate market scenario, particularly in the NCR region, timely delivery of possession is one of the most crucial factors influencing a consumer's decision to purchase a residential unit. Taking advantage of this factor, the Respondent made repeated assurances to potential buyers that possession of their homes would be delivered within the promised timeline and that the buyers would not be subjected to the hardship of paying house rent simultaneously with loan installments, as often experienced in projects of other developers.
- V. That sometime in the year 2011, the Respondent, through its marketing representatives and promotional advertisements circulated through various mediums, approached the Complainant(s) with an offer to purchase a residential unit in its proposed project named "Centrum Park", situated at Sector 103, Daulatabad, Gurugram (hereinafter referred to as the "said Project"). The Respondent represented that it was a reputed and reliable developer and assured the Complainant(s) that in case they invested in the said project, the possession of the flat would be delivered within the promised timeline with the best quality construction standards. The Respondent further represented that all

necessary approvals and sanctions from the competent authorities had already been obtained for the development and timely completion of the said project. The Respondent also showed brochures and promotional material of the said project to the Complainant(s) and assured that the Flat Buyer's Agreement would be executed within one week of booking of the unit. Relying upon the representations and assurances made by the Respondent, and believing the same to be true, the Complainant(s) agreed to book a residential flat in the said project.

VI. That the Respondent arranged visits and meetings through its representatives with the Complainant(s), during which similar assurances were reiterated. It was categorically represented that all necessary approvals had already been obtained and that the flat would be allotted immediately upon booking. Relying upon these assurances, the Complainant(s) booked a residential flat bearing No. K-2133, situated on the 13th Floor in Tower K-2, having a super area of 2000 sq. ft., at the rate of ₹3,225 per sq. ft., for a basic sale consideration of ₹64,50,000/- in the said project on 26.03.2011. Prior to the booking, the Complainant(s) had paid a sum of ₹1,00,000/- on 24.02.2011 as the booking amount.

VII. That the Respondent assured the Complainant(s) that the Flat Buyer's Agreement would be executed at the earliest and in any case within one week from the date of booking. However, the Respondent failed to fulfill this promise and did not execute the said agreement within the

promised time. That thereafter the Complainant(s) repeatedly requested the Respondent to allot the promised flat and execute the necessary agreement. However, the Respondent ignored the requests and failed to execute the agreement for several months. It was only after persistent follow-ups by the Complainant(s) that the Respondent eventually executed the Flat Buyer's Agreement dated 21.03.2012, whereby the aforesaid flat was allotted to the Complainant(s). The said agreement contains the terms and conditions relating to the possession and delivery of the said flat.

- VIII. That thereafter the Respondent started raising demands for payment of installments towards the sale consideration of the said flat, which were duly paid by the Complainant(s) within the stipulated time.
- IX. That as per Clause 21 of the Flat Buyer's Agreement dated 21.03.2012, the Respondent agreed to complete the construction of the said flat and deliver possession within a period of three years with an additional grace period of six months, calculated from the date of execution of the agreement. Accordingly, the promised date of possession came to 21.08.2015.
- X. That from the date of booking till date, the Respondent raised several demands towards installments of the sale consideration and the Complainant(s) duly paid the same without any delay or default. The Complainant(s) have fulfilled all their obligations under the agreement

and have always remained ready and willing to perform any remaining obligations.

- XI. That the Complainant(s) have already paid a total amount of ₹72,66,000/- (Rupees Seventy Two Lakhs Sixty Six Thousand Only) towards the sale consideration of the said flat as demanded by the Respondent from time to time. As per the records of the Complainant(s), no substantial amount remains outstanding.
- XII. That the Complainant(s) repeatedly approached the Respondent seeking clarification regarding the delay, but no meaningful response was provided. The Complainant(s) also informed the Respondent about their financial hardship, as they had taken a home loan to finance the purchase of the said flat and were required to pay monthly EMIs to the bank. Despite being aware of the hardship caused to the Complainant(s), the Respondent failed to deliver possession of the promised home. That the Respondent failed to complete the project within the promised timeline and the Complainant(s) were not provided possession of the said unit despite repeated assurances and representations made by the Respondent.
- XIII. That as per the Flat Buyer's Agreement dated 21.03.2012, possession of the said flat was to be delivered by 21.08.2015. By failing to deliver possession within the said time, the Respondent has clearly violated the terms and conditions of the agreement as well as the promises made at the time of booking.

- XIV. That after an inordinate delay of approximately 3 years and 5 months, the Respondent finally issued an offer of possession on 30.01.2019. The conduct of the Respondent clearly demonstrates that it never had any genuine intention to deliver possession within the agreed timeframe. All the promises made at the time of sale were false and misleading, made solely to induce the Complainant(s) to invest in the project. The Respondent also misrepresented the area, price, quality, and timeline of delivery in its promotional materials and thereby indulged in unfair trade practices.
- XV. That the Respondent has committed grave deficiency in service, breach of contractual obligations, and unfair trade practices by delaying the possession of the said flat and making false representations at the time of sale. The Respondent has also wrongfully retained and misused the money paid by the Complainant(s) without delivering the unit within the agreed timeline.
- XVI. That due to the negligent and arbitrary conduct of the Respondent, the Complainant(s) have suffered immense mental agony, financial hardship, and harassment. The Complainant(s) had planned their financial commitments and personal life based on the promised possession date, and the delay has caused serious disruption to their financial planning and personal circumstances.
- XVII. That the cause of action first arose in the year 2011 when the Complainant(s) booked the said flat and subsequently when the Respondent failed to deliver possession within the promised

timeline. The cause of action is continuous and subsisting as the Respondent has still not compensated the Complainant(s) for the delay in handing over possession.

XVIII. That the Complainant(s) declare that the subject matter of the present complaint is not pending before any court of law, tribunal, or authority, and no other proceedings in respect of the same cause of action have been initiated elsewhere.

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

4. The complainants have sought following relief(s).

I. Direct the Respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.72,66,000/- towards the sale consideration paid by the complainant(s) as sale consideration of the said flat from the date of payment till the actual handing over of the 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 on the following grounds.

i. That the present complaint is liable to be dismissed as the same has not been filed in accordance with the agreed contractual terms between the parties. It is submitted that the Complainant, after fully understanding and accepting the terms and conditions of the Flat Buyer's Agreement, voluntarily executed the said agreement with the Respondent on 21.03.2012.

- ii. It is further submitted that as per the Flat Buyer's Agreement (FBA) duly executed between the parties, it was specifically agreed that in the event of any dispute arising between the parties with respect to the provisional unit booked by the Complainant, the same shall be resolved through arbitration in accordance with the arbitration clause contained in the said agreement. Therefore, the present complaint is not maintainable before this Authority.
- iii. That the Complainant in the present complaint has alleged that he has paid a total amount of ₹72,66,247/- towards the sale consideration of the subject unit and has sought delay compensation on the said amount. The said claim is factually incorrect and misleading. It is submitted that the Complainant had paid an amount of ₹71,43,347/- as on 23.09.2015, and thereafter no further payment was made by the Complainant till the issuance of the Offer of Possession.
- iv. It is further submitted that despite the Respondent completing the construction and offering possession of the said unit, the Complainant has failed to take physical possession of the unit. The Respondent issued an Offer of Possession dated 28.07.2018, however the Complainant failed to complete the formalities required for taking possession.
- v. That the Complainant is himself in violation of the provisions of the Real Estate (Regulation and Development) Act, 2016, particularly Section 19(10) of the Act, which obligates the allottee to take physical possession of the unit within the prescribed time after issuance of the Occupation Certificate.
- vi. Despite the issuance of the Offer of Possession on 28.07.2018, the Complainant failed to take possession of the unit and continued to delay the same, notwithstanding repeated communications and reminders

issued by the Respondent, including emails dated **08.01.2019**, 23.09.2019, and other reminders from time to time. In view of the above conduct, the Complainant himself is responsible for the delay in taking possession and may be held accountable for violation of the provisions of the RERA Act and is therefore equally liable for the consequences arising therefrom.

- vii. That without prejudice to the above submissions, the Respondent, in discharge of its contractual obligations, granted a credit amount of ₹2,96,258/- to the Complainant on 27.07.2018, which is duly reflected in the ledger account shared with the Complainant along with the Offer of Possession letter dated 28.07.2018.
- viii. It is further clarified that the total amount reflected as receivable from the Complainant for the said unit already includes the credit of ₹2,96,258/-, which was granted by the Respondent in terms of Clause 22 of the Flat Buyer's Agreement as compensation for delay, thereby demonstrating the Respondent's bona fide compliance with the contractual terms. That the Respondent has at all times acted in strict compliance with the terms and conditions of the Flat Buyer's Agreement dated 21.03.2012, and no breach or contravention of the said agreement can be attributed to the Respondent.
- ix. In view of the foregoing facts and circumstances, it is respectfully submitted that no cause of action exists in favour of the Complainant to institute the present complaint, and the same is therefore liable to be dismissed with costs.
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 these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

8. The authority has complete territorial and 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, 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**

10. 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) 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 complainants at a later stage.

**F. Findings on the relief sought by the complainants.**

F.I Direct the Respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.72,66,000/- towards the sale consideration paid by the complainant(s) as sale consideration of the said flat from the date of payment till the actual handing over of the possession.

12. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 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."*

13. Clause 21 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

***21. The Developer shall endeavor to complete the construction of the said building/Unit within a period of***

*three years, with an six months grace period thereon from the date of execution of the Flat Buyers Agreement subject to timely payment by the Buyer(s) of the Total Sale Price payable according to the Payment Plan applicable to him or as demanded by the Developer.*

14. **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.*

15. 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.

16. 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., 21.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

17. 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;"*

18. 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 the complainants in case of delayed possession charges.

19. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 21 of the Apartment Buyer's Agreement dated 21.03.2012 executed between the parties, the possession of the subject apartment was to be delivered on or before 21.09.2015. However, the

Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act.

20. Accordingly, 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 complainants are entitled to delayed possession charges at the prescribed rate of interest i.e., 10.85% p.a. for every month of delay on the amount paid by them to the respondent from due date of possession i.e., 21.09.2015 till offer of possession of the booked unit i.e., 28.07.2018 plus two months which comes out to be 28.09.2018 as per the proviso to section 18(1)(a) of the Act read with rules 15 of the rules. As conveyance deed already executed between the parties on 09.07.2024.

**G. Directions of the Authority**

21. 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):

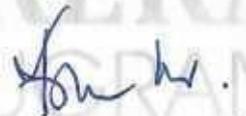
- i. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 21.09.2015 till offer of possession of the booked unit, plus two months i.e., 28.09.2018 as per the proviso to section 18(1)(a) of the Act read with rules 15 of the rules.
- ii. The arrears of such interest accrued from 21.09.2015 till the date of order by the authority shall be paid by the respondent/promoter to

the complainants 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 allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.

- iii. The complainants are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter 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.
- v. The respondent/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement.

22. The complaint and application, if any, stands disposed of.

23. File be consigned to registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.11.2025