



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	16.03.2026
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Sr. No.	Complaint No(s).	Complainants	Respondent
1.	798 of 2024	<ol style="list-style-type: none">Kushagra Parasher S/o Mahesh Dutt Sharma R/o 26/1-B, Lane no. 9 Mansarovar, Meerut Cantt. Meerut, Uttar Pradesh-250001Dr. Mahesh Dutt Sharma S/o Hari Krishan Sharma R/o 26/1-B, Lane no. 9 Mansarovar, Meerut Cantt. Meerut, Uttar Pradesh-250001	Oasis Landmark LLP Registered office at- Godrej One, 5 th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400079
2.	799 of 2024	<ol style="list-style-type: none">Kushagra Parasher S/o Mahesh Dutt Sharma R/o 26/1-B, Lane no. 9 Mansarovar, Meerut Cantt. Meerut, Uttar Pradesh-250001Vandana Sharma W/o Mahesh Dutt Sharma R/o 26/1-B, Lane no. 9 Mansarovar, Meerut Cantt. Meerut, Uttar Pradesh-250001	Oasis Landmark LLP Registered office at- Godrej One, 5 th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400079

Lead

Present:- Adv. Jugansh Goyal, proxy counsel for Adv. Sandeep Singh, main counsel for complainants through VC (in both complaints)
Adv. Saurabh Gauba, counsel for respondent through VC (in both complaints)

ORDER (NADIM AKHTAR - MEMBER)

1. This order shall dispose of above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
2. The above captioned two complaints are taken up together as facts and grievances of these complaints are more or less identical and relate to the same project of the respondent, i.e., “**Godrej Green Estate**”, situated Sector-34, Sonipat, Haryana. The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoters to deliver timely possession of units in question and hence complainants have filed the present complaints. Therefore, Complaint No. 798 of 2024 titled



“Kushagra Parasher and Anr. versus Oasis Landmark LLP” has been taken as lead case for disposal of these two matters.

A. UNIT AND PROJECT RELATED DETAILS:

3. The particulars of the project have been detailed in the following table:

Sr. No.	Particulars	Details
1.	Name and location of project	“Godrej Green Estates”, situated at Sector-34, Sonipat, Haryana
2.	Nature of the Project	Residential plots
3.	Name of the Promoter	Oasis Landmark LLP
4.	RERA registered/not registered	Registration No. HRERA-PKL-SNP-348-2022 dated 14.09.2022

4. Further the details of sale consideration, amount paid by the complainants in both cases and proposed date of handing over of the possession of the units have been given in the following table:

Sr. No	Comp laint no.	Plot No. and area	Date of Agreement To Sell	Deemed Date of Possession	Basic Sale price (in Rs.)	Total amount paid by the complainants as per receipts (in Rs.)
1	798 of 2024	Unit no. GODG E-D195 121.14 sq. Mtrs.	16.05.2023	31.03.2025 (Clause 8.1 of the Agreement)	₹91,28,119/-	₹10,37,946/-

2	799 of 2024	Unit no. GODG E-C057 126 sq. Mtrs.	16.05.2023	31.03.2025 (Clause 8.1 of the Agreement)	₹99,16,661/-	₹11,27,316/-
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A. FACTS OF THE COMPLAINT

2. That complainants applied for allotment of three plots bearing Nos. C-056, C-057 and D-195 in the project namely "Godrej Green Estate, Sonipat" on 30.09.2022. Consequently, the aforesaid plots were booked and allotted to the complainants.
3. That with respect to Plot No. D-195 an Allotment Letter dated 18.11.2022 was issued in favour of the complainants. Pursuant thereto, the complainants paid an amount equivalent to 10% of the total sale consideration, i.e. ₹10,37,946/- out of the total sale consideration of ₹1,12,73,152.85/-. A copy of the Allotment Letter dated 18.11.2022 is annexed as Annexure C-1.
4. That even after issuance of the Allotment Letter, several concerns of the complainants, particularly with respect to the layout plan and connectivity of the plot, remained unresolved. Accordingly, the complainants vide email dated 20.04.2023 raised their concerns before the respondent. Instead of addressing the legitimate grievances of the complainants, the respondent,

- apprehending that the complainants may withdraw from the project, issued a communication dated 24.04.2023, threatening cancellation of allotment along with forfeiture of the 10% booking amount. Under such coercion and undue pressure, the complainants were compelled to execute the Builder Buyer Agreement dated 16.05.2023 with respect to Plot No. GODGE-D195 in the project "Godrej Green Estates", located at Sector-34, Sonipat, Haryana, for a total sale consideration of approximately ₹1,12,73,152.85/-.
5. That upon execution of the Builder Buyer Agreement, complainants became allottees of Plot No. GODGE-D195 for all intents and purposes, including under the provisions of the Real Estate (Regulation and Development) Act, 2016. Copies of emails dated 20.04.2023 and 24.04.2023 are annexed as Annexure C-2, and a copy of the Builder Buyer Agreement dated 16.05.2023 is annexed as Annexure C-3.
 6. That the Builder Buyer Agreement expressly restrains the respondent from making any changes or alterations in the sanctioned layout plan without prior written consent of the Allottee. The said stipulation is clearly provided under Clause 2.7 of the BBA.
 7. That further, as per Recital-E of the Builder Buyer Agreement, the promoter specifically undertook that no changes would be made to the layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016, i.e., only after obtaining prior



written consent of at least two-thirds of the allottees and in accordance with applicable laws.

8. That at the time of execution of the Builder Buyer Agreement, the layout plan, sales brochure, application form, Schedule-II of the Agreement and the project model displayed at the respondent's office represented the following essential features:
- i. A 24-metre-wide road passing through the central axis of the project, enabling ingress and egress from two different access points;
 - ii. A 9-metre-wide road providing seamless connectivity as per the prospectus and model.
 - iii. A 45-metre-wide road connecting Gate No. 1 and Gate No. 2 of the project;
 - iv. Provision of amenities as detailed under Schedule-IV of the Builder Buyer Agreement.

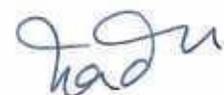
A copy of the original layout plan depicted in the brochure, application form, Schedule-II of the Builder Buyer Agreement and project model is annexed herewith as Annexure C-4.

9. That subsequent to execution of the Builder Buyer Agreement, the complainants discovered that the respondent had unilaterally altered the layout plan. While Schedule-II of the Agreement depicted a continuous 24-metre road running along the central North-South axis and a 45-metre road



connecting Gate Nos. 1 and 2, the respondent introduced a modified layout under Schedule-III, whereby access to the complainants' plot was restricted to a single-side entry, contrary to the originally represented plan. The respondent, being the custodian of the original documents, may be directed to produce legible copies of Schedule-II and Schedule-III.

10. That in order to verify the status of the plot and layout, the complainants attempted to undertake multiple site visits and sought clarifications from the respondent. However, the complainants were denied entry into the project site by security personnel and bouncers deployed by the respondent, thereby preventing them from verifying the actual status of the development, which raised serious apprehensions regarding concealment of material facts.
11. That constrained by the conduct of the respondent, the complainants independently obtained and examined the sanctioned layout plan approved by the competent authority. A perusal of the said sanctioned plan revealed that the 24-metre road, which formed a fundamental feature of the project as represented to the complainants, was not reflected in the sanctioned plan. A copy of the sanctioned plan approved by the competent authority is annexed as Annexure C-5.
11. That the aforesaid facts clearly demonstrate that the complainants were induced to invest in the project on the basis of misrepresentations and



concealment of material facts by the respondent. There existed a fundamental inconsistency between the representations made to obtain consent of the complainants and the actual development proposed and existing on ground. The sales brochures, prospectus, application forms, Builder Buyer Agreement (including Schedule-II), and the project model consistently depicted a fully connected 24-metre-wide road providing seamless connectivity within the project. However, the respondent subsequently and unilaterally altered the layout plan whereby the said 24-metre road was severed at three distinct locations, thereby defeating the promised connectivity and materially diminishing the utility and value of the plots allotted to the complainants.

12. That the 45-metre-wide road, which was represented to connect Gate No. 1 and Gate No. 2 of the project, was also disconnected in the revised layout, thereby adversely affecting ingress and egress to the plots. A copy of the revised layout plan depicting the differences between the original and modified layout is annexed as Annexure C-6.
12. That in view of the aforesaid discrepancies, the complainants made bona fide attempts to amicably resolve the dispute with the respondent through communications dated 25.05.2023 and 29.06.2023. However, the respondent failed to address the genuine grievances of the complainants.

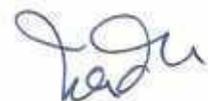


The said communications were necessitated due to the following circumstances

- a. The complainants and their family members were denied entry to inspect their allotted plots and were turned away from the project site.
- b. The bank official assisting the complainants in processing their loan application was also denied entry into the project premises.
- c. The substantial and unilateral modifications in the layout plan raised serious concerns regarding the viability and desirability of the plots.
- d. The complainants developed serious apprehensions regarding quality control standards and timely completion of the project.

Due to the aforesaid circumstances, the complainants were constrained to withhold further payments towards Plots No. C-056, C-057 and D-195. Copies of emails dated 25.05.2023 and 29.06.2023 are annexed as Annexure C-7.

13. That the complainants also lodged complaints before the Directorate of Town and Country Planning (DTCP) highlighting the discrepancies in the project layout and representations made by the respondent. Copy of email dated 16.07.2023 is annexed herewith as Annexure C-8.
14. That after exhausting all available remedies, the complainants made a final attempt for amicable settlement vide communication dated 27.07.2023,



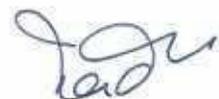
proposing the refund of the booking amounts paid towards Plot Nos. D-195 and C-057; adjustment of the booking amounts paid towards Plot Nos. D-195 and C-057 against Plot No. C-056, which stood in the name of complainant No. 1. Copies of emails dated 10.08.2023, 23.08.2023, and 27.03.2024 are annexed as Annexure C-9.

15. That despite repeated requests, the respondent neither resolved the grievances nor refunded the amounts paid by the complainants. Rather, the respondent issued a pre-termination communication dated 11.04.2023, seeking to unjustly cancel the allotment and forfeit the amounts deposited by the complainants. A copy of the letter dated 11.04.2023 is annexed as Annexure C-10.
16. That owing to the respondent's acts of misrepresentation and failure to honour its contractual and statutory obligations, the complainants were compelled to sell Plot No. C-056 to a third party at a financial loss. A copy of the sale agreement evidencing the said transaction is annexed as Annexure C-11.
17. That as per the Builder Buyer Agreement, the respondent is the absolute and lawful owner of land admeasuring approximately 48.0125 acres situated at Village Rathdhana, Sector-34, Sonipat, Haryana, and the project stands registered with HRERA vide Registration No. HRERA-PKL-SNP-



348-2022 dated 14.09.2022. Copy of the RERA Registration Certificate is annexed herewith as Annexure C-12.

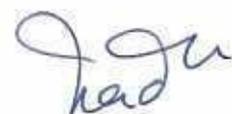
18. That the total price of the plot includes cost towards land, internal development, common area development, infrastructure augmentation, external development charges, statutory taxes, water and electrical connectivity and maintenance charges, as provided under Clause 12 of the Builder Buyer Agreement.
19. That Clause 2.7 of the Builder Buyer Agreement categorically prohibits the Promoter from making any major additions or alterations in the sanctioned layout plan without obtaining prior written consent of the Allottee.
20. That further, under Recital-E of the Builder Buyer Agreement read with Section 14 of the Real Estate (Regulation and Development) Act, 2016, the respondent was legally bound not to effect any change in the sanctioned layout plan without obtaining prior written consent of at least two-thirds of the allottees.
21. That the aforesaid provisions safeguard the legitimate expectation of the complainants to receive the plot in accordance with the approved layout plan. However, the respondent, by way of misleading advertisements, brochures and model representations, induced the complainants to invest in the project and thereafter unilaterally altered the layout plan in violation of statutory and contractual obligations.



22. That Clause 7.1 of the Builder Buyer Agreement further mandates that the Promoter shall strictly adhere to the layout plans approved by the competent authorities and any deviation therefrom shall constitute breach of the Agreement.
23. That in terms of Clause 10.1.1 read with Clause 10.2 of the Builder Buyer Agreement, any default on the part of the promoter entitles the Allottee to stop further payments and seek termination of the Agreement along with refund of amounts paid.
24. That instead of addressing the legitimate grievances of the complainants, the respondent acted in a high-handed manner and issued a cancellation letter dated 17.04.2024 qua the plots in question.
25. That from the facts narrated hereinabove, it is evident that:
 - i. The respondent unilaterally altered the sanctioned layout plan without obtaining consent of the allottees in violation of Clause 2.7 of the Builder Buyer Agreement and Section 14 of the Act;
 - ii. The alterations made were substantial and materially affected the utility and value of the plots;
 - iii. The respondent failed to refund the booking amount despite repeated requests;



- iv. The respondent prevented the complainants from inspecting the project site and simultaneously raised payment demands without corresponding development.
 - v. The respondent arbitrarily cancelled the allotment of the plots.
26. That severance of the 24-metre road at multiple points has rendered internal movement within the project impractical and unsafe. The remaining 9-metre-wide roads are insufficient to cater to the expected vehicular and pedestrian traffic of approximately 6000–7000 residents and nearly 2500 vehicles, thereby creating serious safety concerns and defeating the promised project infrastructure.
27. That the aforesaid acts of the respondent constitute gross violation of the Builder Buyer Agreement and provisions of the Real Estate (Regulation and Development) Act, 2016, thereby rendering the respondent liable to refund the entire amount paid by the complainants along with applicable interest and compensation.
28. That the complainants have a strong prima facie case and balance of convenience lies in their favour, and the respondent is liable to be proceeded against for failure to discharge its statutory and contractual obligations.
29. That the present complaint has been filed within limitation. The cause of action finally crystallized on 17.04.2024, when the respondent cancelled



the allotment of Plot No. GODGE-C057, and the cause of action continues to subsist till date.

B. RELIEFS SOUGHT

30. Complainants have sought following reliefs:

- i. Admit the instant complaint preferred at the behest of the complainants.
- ii. Issue summons/notices to respondent to appear, produce and fill all original paper/documents including but not limited to the builder buyer agreement, original layout plan and changed layout plan, layout plan originally sanctioned by the competent authority, for the project "Godrej Green Estates" Sector 34, Sonipat, Haryana
- iii. Issue directions/orders to respondent to refund ₹10,37,946/-(Rupees Ten Lakh Thirty-Seven Thousand Nine Hundred & Forty-Six Only) paid by the complainants as 10% of the total sale consideration for the allotment of plot number GODGE-C057 in the project "Godrej Green Estates" Sector 34, Sonipat, Haryana, along with interest from 16th May 2023 under Section 12 of the RERA Act.
- iv. Pass an appropriate order directing the respondent to compensate the complainants of damages, payable for the fault entirely attributed to the respondent.
- v. A direction be given to the respondent to pay a sum of ₹1,25,000 towards litigation expenses to the complainants.



vi. Such other relief that the Hon'ble Authority may be pleased to grant in the facts and circumstances of the case.

C. REPLY ON BEHALF OF RESPONDENT

31. Respondent filed a detailed reply on 13.12.2024 pleading therein as under:

i. Failure of the complainants to adhere to the payment schedule

That the complainants after fully understanding and accepting the payment schedule incorporated under the Cost Sheet, Allotment Letter and Builder Buyer Agreement (hereinafter referred to as the "BBA"), voluntarily executed the contractual documents. The duly signed Cost Sheet is annexed as Annexure R-2. Further, timely payment of installments was the essence of the contract as specifically stipulated under Clause 6 of the BBA. Despite being fully aware of the contractual obligations, the complainants failed to adhere to the agreed payment schedule and thereby committed material breach of the Agreement in terms of Clause 10.3 of the BBA. Said defaults are evident from various reminder and interest letters issued by the respondent dated 31.05.2023, 15.06.2023, 28.02.2024 and 04.03.2024, wherein the respondent repeatedly called upon the complainants to clear the outstanding dues and comply with the payment schedule. However, the complainants failed to comply with the said reminders. Copies of the said letters are annexed as Annexure R-3.



ii. *Delay and default in execution and registration of the builder buyer agreement*

That Clause 19 of the Application Form specifically provides that in the event of failure on the part of the complainants to execute and register the BBA within the stipulated time, the respondent shall be entitled to cancel the allotment and forfeit the booking amount in accordance with agreed terms. Further, Clause 5 of the Allotment Letter categorically required the complainants to execute and register the BBA within 15 days from the date of issuance of the Allotment Letter. However, the complainants failed to comply with the said contractual requirement and committed defaults. Complainants have deliberately concealed various communications issued by the respondent whereby draft copies of the BBA were shared and the complainants were repeatedly requested to execute the Agreement. The complainants delayed execution of the BBA due to its own inability to comply with financial commitments. The aforesaid facts are evident from reminder emails/communications dated 26.03.2023, 04.04.2023, 13.04.2023, 22.04.2023 and 04.03.2024, requesting the complainants to execute the Agreement. Copies of the said communications are annexed as Annexure R-4. Therefore, it is evident that the complainants are attempting to raise baseless and frivolous allegations merely to conceal their own contractual defaults.



iii. *Complainants have approached the authority with unclean hands*

That the complainants, after conducting its their independent due diligence and being fully satisfied with the project specifications, voluntarily submitted an Application Form dated 30.09.2022 for booking of the plot. A true copy of the Application Form is annexed as Annexure R-5. Complainants were duly shown the layout plan, zoning details and development specifications of the project and after being fully satisfied, the complainants proceeded with the booking. Pursuant thereto, the respondent allotted Plot No. GODGE-D-195 in the project "Godrej Green Estates", Sector-34, Sonipat, Haryana vide Allotment Letter dated 18.11.2022, annexed as Annexure R-6. Thereafter, the complainants executed and registered the Builder Buyer Agreement dated 16.05.2023 after carefully reviewing all terms and conditions, layout plans, payment schedule and other contractual documents. The BBA is annexed as Annexure R-7. Complainants never raised any objection with respect to the layout plan, development specifications, payment schedule or any contractual term either at the stage of booking, allotment or execution of the BBA. Complainants have deliberately suppressed material facts and have failed to disclose that it is the complainants who defaulted in making timely payments despite repeated reminders issued by the respondent. Instead of complying with their contractual obligations, has raised false and frivolous



allegations solely with intent to seek exit from the project without any legal justification. Clause 11 of the Application Form specifically records that the complainants had taken the decision to purchase the plot after fully understanding the nature and scope of development, including disclosures made by the respondent and information available on the RERA website. The said clause clearly provides that the complainants remitted the booking amount voluntarily and after being fully conscious of their rights, liabilities and obligations. Pursuant thereto, the respondent allotted Plot No. GODGE-D-195 to the complainants vide Allotment Letter dated 18.11.2022 (Annexure R-6). Thereafter, both parties, after mutual negotiations and understanding, executed the Builder Buyer Agreement dated 16.05.2023 (Annexure R-7). Clause 2.5 of the BBA categorically provides that the complainants shall make payments strictly in accordance with the Payment Plan incorporated under Schedule VI of the Agreement. In clause 6 of the BBA, it was expressly agreed that time shall be the essence of the contract and the complainants were under a binding contractual obligation to make timely payments. Clause 13 of the Application Form, the Allotment Letter and Clause 2.3.1 of the BBA collectively stipulate that 10% of the total sale consideration constitutes Earnest Money, which was agreed to secure performance of contractual obligations by the complainants. Earnest money was a genuine pre-



estimate of damages and not in the nature of penalty. Further, Clauses 5.2 and 8.6 of the BBA clearly stipulate that in the event of voluntary cancellation or default on the part of the complainants, the respondent is entitled to forfeit the Booking Amount/Earnest Money. Moreover, Clause 10.3 of the BBA provides that in case the complainants fail to make payments as per the payment schedule and such default continues for a period exceeding three months, the respondent shall be entitled to cancel the allotment and forfeit the earnest money in accordance with the Agreement.

iv. Possession Timeline

As per Clause 8.1 of the BBA, the tentative date of possession was agreed to be on or before 31.03.2025, or such extended timeline as permissible under RERA provisions. Further, as per Clause 8.7 of the BBA, once the Completion Certificate is obtained from the competent authority, neither party shall be entitled to terminate the Agreement except in cases involving default by the allottee.

v. Default in Payment by the complainants

Complainants have paid only a sum of ₹10,37,946/- towards the total sale consideration of ₹1,03,79,454.52/- and thereafter failed to make further payments despite repeated reminders, thereby committing an event of default under the Agreement.



vi. *Compliance on the part of the respondent.*

Respondent has strictly adhered to the terms and conditions of the Agreement and raised demands strictly in accordance with the Payment Plan agreed between the parties. Respondent is developing the Project with all promised amenities in accordance with applicable laws and development norms. That the respondent has constructed the 24-metre wide road within the Project in accordance with the sanctioned development plan. Photographic evidence in support thereof is annexed herewith as Annexure R-8. Respondent obtained the Completion Certificate dated 29.03.2023 issued by the Directorate of Town and Country Planning, Haryana. The same is annexed as Annexure R-9.

vii. *Breaches committed by the complainants*

The complainants have failed to make timely payments of instalments in accordance with the agreed Payment Plan. As on 09.12.2024, an amount of ₹87,34,491/- towards principal and ₹14,25,967/- towards interest remained outstanding against the complainants. Despite issuance of multiple demand notices and reminder letters, the complainants failed to clear outstanding dues and instead raised frivolous and baseless allegations against the respondent. The complainants have deliberately failed to honour contractual obligations and have suppressed material facts from this Hon'ble Authority. Complainants repeatedly sought extensions and waiver



of payment obligations through various emails. The respondent acting in good faith and in a customer-centric manner, granted such extensions. However, the complainants still failed to comply with payment obligations. Copies of email communications are annexed as Annexure R-10. Present complaint has been filed as an afterthought, seeking refund without establishing any deficiency in service or contractual breach on the part of the respondent.

viii. *Earnest money – legal and contractual validity*

Application Form, Allotment Letter and BBA clearly define the Booking Amount/Earnest Money as 10% of the total sale consideration, which was agreed between the parties as a reasonable pre-estimate of damages in case of default. The forfeiture of earnest money is therefore strictly in accordance with contractual terms and settled principles of law and cannot be construed as penalty.

D. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

32. Learned Counsels appearing on behalf of both the parties reiterated the submissions made in their respective complaint, reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.



E. ISSUES FOR ADJUDICATION

33. Whether the complainants are entitled for the reliefs sought?

F. OBSERVATIONS AND DECISION OF THE AUTHORITY

In light of the background of the matter as captured in this order and also the arguments submitted by the learned counsels for both the parties, the Authority observes as under:

34. That the complainants had booked a plot in the real estate project; "Godrej Green Estate" being developed by the promoter namely; "Oasis Landmark LLP" and in consonance to the same, complainants were allotted plot no. D-195, admeasuring 121.14 sq. mtrs.. in the project known as "Godrej Green Estate" situated at Sector-34, Sonipat, Haryana vide Allotment letter dated 18.11.2022. Builder buyer agreement/ Agreement to sell was executed between the parties on 16.05.2023. Complainants have paid a total sum of ₹10,37,946/- against basic sale price of ₹99,16,661/. Respondent received a Completion Certificate from the competent Authority on 29.03.2023.
35. Respondent in its written reply has admitted the fact pertaining to allotment, execution of agreement and receipt of paid amount. He objected to the complaint by stating that the captioned complaint is a premature complaint as complainants have filed this complaint on 04.07.2024, wherein due date of handing over of possession is 31.03.2025, which is yet



to come. Complainants as on date have paid only an amount of ₹10,37,946/- against basic sale price of ₹99,16,661/-. Fact of not making any payment since 2022 has not been denied by complainants also.

36. As per clause 8.1 of the agreement, "*The promoter, based on the approved plans and specifications, shall offer possession of the Plot on or before [31st March 2025] ("Completion date").....*" Therefore, respondent was obligated to deliver possession of the booked unit of the complainants by 31.03.2025.
37. In the captioned complaint, the complainants have sought the relief of refund of the amount deposited along with interest under Section 12 of the Real Estate (Regulation and Development) Act, 2016 on the ground that the respondent has allegedly breached the terms of the Builder Buyer Agreement. It has been contended by the complainants that the layout plan of the colony which was provided at the time of submission of the application form was different from the layout plan furnished at the time of execution of the Builder Buyer Agreement, and therefore the respondent has made misrepresentation with respect to the project.
38. The Authority has carefully examined the conduct of the complainants throughout the transaction and the sequence of events emerging from the record. It is observed that the complainants initially applied for allotment of the plot in the year 2022 for a basic sale consideration of ₹99,16,661/-.



Pursuant thereto, the respondent raised an initial demand of ₹6,00,000/-, which was paid by the complainants vide receipt dated 30.09.2022. Thereafter, a further demand of ₹4,37,945/-, payable within 18 days from booking and forming part of the booking amount, was raised, which was paid vide receipt dated 07.10.2022. Subsequently, a demand of ₹10,37,945/- was raised by the respondent, which was due for payment by 19.05.2023. However, the complainants paid only ₹10,194/- towards the said demand on 06.10.2022 and thereafter failed to make any substantial payment towards the said installment. The record further reveals that demands were raised by the respondent strictly in accordance with the construction-linked payment plan; however, the complainants consistently failed to honour the same. It is further observed that the respondent issued the Allotment Letter dated 18.11.2022, thereby formalizing the allotment in favour of the complainants. Thereafter, the respondent repeatedly called upon the complainants to execute the Builder Buyer Agreement through reminder letters dated 26.03.2023, 04.04.2023, 13.04.2023 and 22.04.2023. Despite such repeated opportunities, the complainants failed to execute the Builder Buyer Agreement. Subsequently, the respondent issued a pre-termination communication clearly stipulating that failure to execute the agreement would result in cancellation of the allotment. At that stage, prior to execution of the Builder Buyer Agreement, the complainants failed to



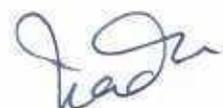
place on record any communication, email or representation made to the respondent raising any grievance regarding the alleged change in the layout plan. If the complainants had any objection with respect to the layout plan, they ought to have raised the same at the relevant stage. Nevertheless, the complainants voluntarily proceeded to execute the Builder Buyer Agreement on 16.05.2023. Another significant aspect noted by the Authority is that the Completion Certificate for the project had already been obtained by the respondent from the competent authority on 29.03.2023, which was prior to the execution of the Builder Buyer Agreement. This clearly indicates that the development of the project had substantially progressed and reached the completion stage before the parties entered into the contractual agreement. In such circumstances, if the complainants had any reservation regarding the project, the layout plan of the colony or the development status, they had sufficient opportunity either to raise objections or refrain from executing the Builder Buyer Agreement. However, no such objection was raised at the relevant time. The record further reflects that the respondent issued several reminder letters dated 31.05.2023, 15.06.2023, 28.02.2024 and 04.03.2024, calling upon the complainants to clear the outstanding dues; however, the complainants failed to comply with the same. Lastly, it is pertinent to note that the complainants have executed the Builder Buyer Agreement dated



16.05.2023 without raising any protest or reservation with respect to the alleged change in the layout plan. The complainants have also failed to place on record any communication, representation or documentary evidence to establish that the said agreement was executed under protest or that any objection regarding the layout plan was raised before the respondent at the relevant time. It is also a matter of record that the approved layout plan of the project was uploaded by the promoter at the time of registration of the project under the Real Estate (Regulation and Development) Act, 2016 and remain available on the website of the Haryana Real Estate Regulatory Authority for public access. Therefore, the complainants had sufficient opportunity to verify the layout plan of the project from the Authority's website prior to execution of the Builder Buyer Agreement. However, no material has been placed on record to demonstrate that the complainants had raised any objection at the relevant stage. In absence of any such documentary proof, the contention of the complainants that they were misled on account of change in the layout plan cannot be sustained.

39. Authority deems appropriate to again peruse primarily relief sought by the complainants, which is reproduced as follows:

"Issue directions/orders to Respondent to refund ₹10,37,946/- (Rupees Ten Lakh Thirty-Seven Thousand Nine Hundred & Forty-Six Only) paid by the Complainants as 10% of the total sale consideration for the



allotment of plot number GODGE-C057 in the project "Godrej Green Estates" Sector 34, Sonipat, Haryana, along with interest from 16th May 2023 under Section 12 of the RERA Act."

40. Authority is of the view that complainants are seeking relief of refund of their paid amount along with interest under section 12 of RERA Act, 2016.

For ready reference section 12 of RERA Act, 2016 is reproduced below:

"12. Obligations of promoter regarding veracity of the advertisement or prospectus

Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

*Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his **entire investment** along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act."*

41. Authority observes that the primary plea of the complainants is that the project/layout plan, as originally represented through advertisements, prospectus, and model plans, materially differed from what has been developed and offered on the ground. In order to seek relief under Section 12 of the Real Estate (Regulation and Development) Act, 2016, two essential conditions are required to be satisfied. *Firstly*, it must be established that the complainants made payment of advance or deposit



relying upon representations made by the promoter through notice, advertisement, prospectus, brochure, or model of the project. *Secondly*, it must be demonstrated that such representations contained incorrect or false statements or misrepresentations, which resulted in loss or damage to the complainant, thereby entitling the complainant either to compensation or, in case of withdrawal from the project, refund of the entire investment along with prescribed interest and compensation as per the provisions of the Act. The Authority is therefore required to examine whether the complainants have been able to substantiate that the representations made by the respondent-promoter at the time of marketing and allotment of the project were materially different, misleading, or false, and whether the complainants suffered loss or prejudice on account of such alleged misrepresentation. Only upon fulfillment of the aforesaid statutory ingredients, the complainants become entitled to seek refund along with interest and compensation under Section 12 of the Act.

42. With regard to the aforesaid issue, the Authority further observes that the Completion Certificate in respect of the project was admittedly obtained by the respondent on 29.03.2023. The issuance of the Completion Certificate signifies that the competent authority had certified completion of the project in accordance with the sanctioned plans and applicable regulations. Consequently, it is evident that at the time when the complainants entered



into the Builder Buyer Agreement with the respondent, the project stood completed and the complainants were in a position to ascertain the actual status, layout, and development of the project on the ground. If the complainants had any reservations or objections with respect to the layout plan or development of the project, the Complainant ought to have raised such concerns prior to or at the time of execution of the Builder Buyer Agreement. However, the record reflects that the complainants voluntarily executed the Agreement despite the Completion Certificate having already been issued and without recording any protest or objection regarding the layout plan or project development. The Authority further notes that the Completion Certificate issued by the competent authority has neither been challenged nor set aside before any appropriate forum. Until such time as the Completion Certificate remains valid and subsisting, the same carries presumption of correctness and legality, and the Authority cannot disregard or question the development carried out in pursuance thereof. Further, as required under Section 12 of the Real Estate (Regulation and Development) Act, 2016, the complainants have failed to demonstrate that any alleged change in layout plan of the colony resulted in actual loss, damage, or prejudice to the complainants. The complainants have also failed to place on record any contemporaneous communication prior to execution of the Builder Buyer Agreement demonstrating that objections



or grievances regarding the layout plan were raised at the relevant time. The communications/emails which are annexed by the complainant as Annexure-7 to the complaint are after the execution of builder buyer agreement. The absence of such material significantly weakens the allegation of misrepresentation. Fact remains the same, that as per the terms of the Builder Buyer Agreement, the respondent was contractually obligated to deliver possession of the plot on or before 31.03.2025. The present complaint has been filed on 04.07.2024, which is admittedly prior to the agreed and deemed date of possession.

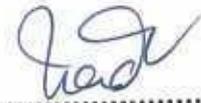
43. Be that as it may, the complainants have failed to furnish any cogent or legally sustainable justification for withholding payments against valid demand notices issued after the year 2022. The complainants have not disputed the receipt of demand letters. Rather, the respondent has duly placed on record the said demand notices, thereby establishing that the complainants were fully aware of his contractual payment obligations. In view thereof, the complainants cannot be permitted to attribute delay in construction or non-delivery of possession to the respondent, when the complainants themselves remained in continuous default of payment obligations under the agreed payment schedule. The conduct of the complainants reflects a deliberate and sustained failure to comply with



contractual terms, thereby disentitling him from seeking equitable relief against the respondent.

44. Accordingly, in view of the above observation, the present cases stand dismissed. This dismissal is without prejudice to any other remedy available to the complainant in accordance with law. File be consigned to record room after uploading on the website of the Authority.

Disposed of. File be consigned to record room after uploading on the website of the Authority.



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NADIM AKHTAR
[MEMBER]