

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

Complaint no.: 5885 of 2024
Order pronounced on: 23.12.2025

Gurdeep Singh

R/o: 50, Wembley Place, Halifax-316,
Nova Scotia, Canada.

Through Power of Attorney

Col. Mehar Singh

Also at: 62, Vidya Vihar, New Delhi-110034.

Complainant

Versus

M/s Godrej Properties Ltd.

Registered office at: Godrej One,, 5th Floor,
Pirojshanagar, Eastern Expressway Highway, Vikhroli,
Mumbai-400079.

Respondent

CORAM:

Shri. Arun Kumar

Shri. Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Mehar Singh (Complainant's father)

Rohan Malik (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and

Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No	Particulars	Details
1.	Name of project	"Godrej Zenith"
2.	Nature of project	Group housing
3.	Location of project	Sector-89, Gurugram.
4.	DTCP License	License no. 151 of 2023 dated-20.07.2023
5.	RERA registered	Registered Vide registration no. 26 of 2024 Dated-18.03.2024
6.	Allotment letter	17.04.2024 (As on page no. 20 of complaint)
7.	BBA	Not executed
8.	Unit no.	GODZET3-3501, 4BHK, Type-1, Tower-3, Floor-34th (As on page no. 22 of complaint)
9.	Unit Area	128.45 sq.mtr [Carpet Area] 36.31 sq.mtr [Balcony Area] (As on page no. 22 of complaint)

10.	Possession clause	Not available
11.	Due date of possession	17.04.2027 [Calculated 36 months from date of allotment]
12.	Basic Sale consideration	Rs.2,84,70,750/- (As on page no. 27 of complaint)
13.	Amount paid	Rs.34,09,689/-
14.	Reminders via Email	01.05.2024 05.05.2024
15.	Reminders via speed post	06.05.2024 13.05.2024 08.06.2024
16.	Final reminder cum pre-termination letter [Due to non-execution of the BBA, nor the complainant was replying to the emails sent for the above said purposes]	29.06.2024 (As on page no. 48 of complaint)
17.	Termination Letter	10.07.2024 (As on page no. 53 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the complainant is staying in Canada and the present case has been filed by the complainant through his father as power of attorney holder.
- II. That as per the advertisement and assurance of providing home loan through the panel of Banks, the complainant booked a flat on payment

of Rs.34,251,970.61/-. On receipt of the payment, the respondent issued a letter of allotment on 17.04.2024.

- III. That the complainant was allotted a flat. bearing no. GODZET3-3501, in Tower -Three on 13th floor having 128.45 sq.mtr of carpet area and 36.31 sq.mtr. balcony area. While sending the allotment letter by mail on 17.04.202, 4 the respondent categorically stated to the complainant that there will be dedicated Relationship Manager for all the issues of the complainant for purchase of the flat.
- IV. That after taking payment as aforesaid, the respondent failed to provide any home loan facility to the complainant. In this regard one after another banks empanelled by the respondent went on rejecting for a loan for the reasons best known to them. After paying the booking amount of Rs.3,409,689/- between 23.03.2024 to 02.04.2024 there was no assistance for home loan to the complainant. Unfortunately, there was no support in this regard as assured at the time of booking resulting there was delay in payment of installments.
- V. That the respondent failed to provide home loan on one hand and on the other hand threatened to forfeit the entire amount already paid by the complainant. The complainant by his reply in mail dated 08.05.2024 categorically stated that due to failure to secure a home loan he had to cancel the allotment and requested for next course.
- VI. That vide e-mail dated 29.06.2024, the respondent asked the complainant to come forward for registration of the agreement within 10 days which was duly replied that the complainant is staying abroad and will authorize his father to act on his behalf and for that purpose necessary Power of Attorney required will take substantial length of time.

- VII. That on 10.07.2024, the respondent cancelled the allotment and forfeited the entire amount already paid towards the flat. On receipt of the said e-mail of cancellation of the allotment, the complainant replied to the same that when the process of cancellation of the booking is in process based on the complainant's request dated 06.05.2024, the action on the part of the developer in the letter dated 10.07.2024 is unilateral and without any sufficient cause.
- VIII. That when the reply to the illegal termination of the booking was not considered by the authorities, the complainant served a Legal Notice on 01.10.2024 which was duly received by the respondents.
- IX. That the information and assurance in the Welcome letter was not available to the complainant for which he had to withdraw from the purchase of the flat. The complainant sustained financial loss due to false assurance of the developer/respondent in the welcome letter with regard to home loan. Non-availability of a home loan from the empanelled banks despite assurance is an 'incorrect or false statement' within the meaning of section 12 of the Haryana RERA Act and Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017. Therefore, the complainant is entitled to be compensated under the provisions of the Act and Rules.
- X. That it is a settled position of law as declared by the Authority in various cases forfeiture of the entire amount without any assigning any reason is illegal and unjustified. Therefore, the present action of the respondent in forfeiting the entire amount is illegal and unlawful as such the complainant is entitled to be compensated.

C. Relief sought by the complainant:

4. The complainant has sought following relief:
- Interest for every month of delay at the prevailing rate of interest.

5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint by filing reply on the following grounds: -

- I. That the respondent is in the process of developing a mixed land use colony project by the name of "Godrej Zenith" on a land measuring 14.20625 acres approx. at Sector - 89, Gurugram Manesar Urban Complex. The project comprises of 9 residential towers, EWS cum school block, commercial building having studio apartments and retail cum offices and club/community building along with common areas, amenities, facilities, services etc.
- II. That the complainant has failed to discharge his obligations under the Application Form and Allotment Letter, wherein he was required to execute the Agreement for Sale in time bound manner in compliance of the Act, Application Form and Allotment Letter which eventually led to termination of the allotment in question on 10.07.2024 itself. As on date the unit in question is terminated for non-execution of AFS by the complainant.
- III. That the complainant is alleging that the respondent has misrepresented and has failed to fulfil its assurance of providing a home loan for the complainant. 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 complainant.
- IV. Pursuant to the receipt of the booking amount, the respondent issued an Allotment letter dated 17.04.2024 in favour of the complainant.

Thereafter, the respondent to comply with the mandate of Section 13 of the Act sent an email dated 01.05.2024 to the complainant, thereby requesting him to come forward and execute the AFS. Further, the respondent vide email dated 05.05.2024 again requested the complainant to come forward and execute the AFS. However, the complainant deliberately ignored the aforesaid communications and took no steps to execute the AFS.

- V. Despite the respondent's earlier request, the complainant failed to take any steps towards execution of the AFS. Further, the respondent in good faith and being a customer centric organization issued follow-up reminder letters dated 06.05.2024 and 13.05.2024 requesting the complainant to come forward for the execution of the AFS. For the sake of transparency and to afford the complainant an opportunity to peruse and satisfy himself with the proposed terms and conditions, the respondent also sent an email dated 15.05.2024 annexing a copy of the draft AFS. However, all the efforts of the respondent went into vain and the complainant wilfully abstained from executing the AFS, thereby stalling the transaction without any justifiable cause.
- VI. That the respondent sent various reminders to the complainant vide letters dated 20.05.2024 and 18.06.2024, once again requesting him to come forward and execute the AFS. Despite multiple opportunities and reminders, the complainant never took any steps to fulfil his contractual obligations.
- VII. Thereafter, the respondent after providing sufficient opportunities on various occasions to the complainant, was constraint to issue the Pre-Termination/Final Reminder Letter dated 29.06.2024, providing a last and final opportunity to the complainant to execute the AFS. Despite this last effort, the complainant failed to take any constructive steps.

- VIII. Consequently, in accordance with the terms and conditions of the Application Form, the Allotment Letter, and the applicable provisions of the Act and the Rules, the respondent proceeded to lawfully terminate the allotment of the complainant vide Termination Letter dated 10.07.2024.
- IX. That the complainant had voluntarily approached the respondent for the allotment of a unit in its project. Pursuant thereto, the respondent allotted the unit in favour of the complainant. However, the complainant after realizing his financial incapacity to pay the total sale consideration, the complainant deliberately avoided execution of the AFS. Thus, the complainant is not entitled to any relief and the present complaint is liable to be dismissed.
- X. Further, from the admitted terms between the parties, it is clear that the respondent is entitled to terminate the allotment of the complainant and forfeit the booking amount in accordance with the Act, Application Form and Allotment Letter. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

Section 11.... (4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Interest for every month of delay at the prevailing rate of interest.

12. In the present complaint, the complainant intend to continue with the project and is seeking delayed possession charges. The complainant booked a flat in the project "Godrej Zenith" being developed by the respondent and was allotted a flat bearing no. GODZET3-3501, Type-3BHK, Type-1 in Tower-3 on 34th floor, admeasuring area 128.45 sq.mtrs of carpet area and 36.31 sq.mtrs of balcony area, vide Allotment Letter dated 17.04.2024 for a sale

consideration of Rs.2,84,70,750/- against which the complainant had paid an amount of Rs.34,09,689/-.

13. The complainant has submitted that the respondent undertook to provide the home loan facility to the complainant. After paying the booking amount of Rs.34,09,689/-, no assistance was provided for home loan to the complainant and thereafter, the respondent cancelled the allotment of the complainant on 29.06.2024.
14. The respondent has submitted that the complainant has failed to discharge his obligations under the Application Form and Allotment Letter, wherein he was required to execute the Agreement For Sale in time bound manner in compliance of the Act, Application Form and Allotment Letter which eventually led to termination of the allotment on 10.07.2024. As on date the unit in question is terminated for non-execution of AFS by the complainant.
15. The Authority observes that the complainant booked a flat in the project "Godrej Zenith" being developed by the respondent and was allotted a flat bearing no. GODZET3-3501, Type-3BHK, Type-1 in Tower-3 on 34th floor, admeasuring area 128.45 sq.mtrs of carpet area and 36.31 sq.mtrs of balcony area, vide Allotment Letter dated 17.04.2024. The Agreement For Sale has not been executed between the complainant and respondent till date, despite several reminders received from the respondent. The due date of possession is calculated from the judgement of **Fortune Infrastructure vs. Trevor D'Lima. (2018) 5 SCC 442**. Thus, 36 months from the date of allotment of the unit in the favor of the complainant's comes out to be 17.04.2027. As per the Allotment Letter dated 17.04.2024, the total sale consideration of the unit was Rs.3,42,51,970.61/- out of which the complainant has paid an amount of Rs.34,09,689/-. The allotment of the complainant's unit has been terminated on 10.07.2024.

16. The Authority is of the considered view that the complainant failed to discharge his obligations under the Allotment Letter, which required him to execute the Agreement for Sale within the stipulated time in accordance with the provisions of the Act, 2016 as well as the terms of the Allotment Letter. Such failure ultimately resulted in the termination of the allotment in question on 10.07.2024. In terms of Clause 4 of the Allotment Letter dated 17.04.2024, the respondent was entitled to forfeit 10% of the total price of the apartment in the event of the complainant's failure to execute the Agreement for Sale. The said clause is reproduced below:

" Clause 4

*If the Allottee(s) fails in submission of consent or seeks cancellation/withdrawal from the Project without any fault of the Promoter or fails in payment of required additional amount towards Total Price of Apartment and **signing of "Agreement For Sale" within given time, then the Promoter is entitled to forfeit the 10% of Total price of the apartment paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee(s) to the promoter shall be the State Bank Of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned within 90 days of such cancellation.***

[Emphasis supplied]

17. The respondent has placed on record various emails and follow-up reminder letters dated 05.05.2024, 06.05.2024, 13.05.2024, 20.05.2024, and 18.06.2024. Thereafter, the respondent issued a pre-termination letter dated 29.06.2024, granting the complainant a last and final opportunity to execute the Agreement for Sale. Upon the complainant's failure to comply, the respondent proceeded to terminate the allotment. The Authority is of the view that the complainant has instituted the present complaint on the pretext of alleged misrepresentation by the respondent with respect to assurance of a home loan, whereas, in reality, owing to his own financial incapacity to pay the sale consideration, the complainant deliberately avoided executing the Agreement for Sale. The complainant has only paid an amount of

Rs.34,09,689/- out of the total sale consideration of Rs.3,42,51,970.61/-, which is less than 10% of the sale consideration.

18. The Authority is of the considered view that the cancellation of the allotment is valid, and no case for refund is made out, inasmuch as the complainant had paid less than 10% of the total sale consideration, which amount has been duly forfeited by the respondent as earnest money in accordance with the applicable terms. The present complaint is dismissed being devoid of merits.
19. File be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.12.2025

HARERA
GURUGRAM