

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM****Date of Order: 27.01.2026**

NAME OF THE BUILDER		NBCC INDIA LIMITED	
PROJECT NAME		"NBCC GREEN VIEW"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/535/2025	Shashi Kiran Malhotra and Anil Malhotra V/S NBCC India Limited	Shri Gaurav Rawat Advocate for complainant Shri P.K. Sachdeva Advocate for respondent
2.	CR/704/2025	Nitish Kumar Roy V/S NBCC India Limited	Shri Gaurav Rawat Advocate for complainant Shri P.K. Sachdeva Advocate for respondent

CORAM:Shri Arun Kumar
Shri Phool Singh Saini**Chairman**
Member**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

namely, "NBCC Green View" (Residential Group Housing) being developed by the same respondent/promoter i.e., M/s NBCC India Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, and execution of buyer's agreement along and other.

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

Project Name and Location		NBCC Green View situated in Sector- 37D, Gurugram.	
Possession Clause: N/A			
Occupation certificate: Not on record			
Complaint No., Case Title	CR/535/2025 Shashi Kiran Malhotra and Anil Malhotra V/S NBCC India Limited	CR/704/2025 Shivinder Kumar and Praveen Kukreja V/S NBCC India Limited	
Reply status	04.06.2025	25.06.2025	
Unit no.	D9.4 (As per page no. 36 of the complaint)	Kiosk No.2 (As per page no. 50 of the complaint)	
Area admeasuring	2117sq. ft. (As per page no. 36 of the complaint)	106 sq. ft. (As per page no. 50 of the complaint)	
Date of execution of buyer's agreement	Not Executed	Not Executed	
Due date of handing over of possession	N/A	N/A	
Offer of possession	10.10.2017 (As per page no. 67 of the complaint)	11.10.2018 (As per page no. 53-54 of the complaint)	
Possession Certificate	10.01.2019 (As per page no. 71 of the complaint)	29.03.2019 (As per page no. 55 of the complaint)	
Total Sale Consideration	TSC: Rs.91,76,764/-	TSC: Rs.19,24,531 /-	



	(As per page no. 36 of the complaint)	(As mentioned in allotment letter dated 23.04.2018 on page no. 50 of the complaint)
Total Amount paid by the complainant(s)	AP: Rs.92,32,081/- (As per CRA on page no. 32 of the complaint)	AP: Rs.1,36,14,400/- (As per conveyance deed on page no. 59 of the complaint)

The complainant in the above complaint(s) has sought the following reliefs:

1. Direct the respondent to hand over the possession of the new allotted unit admeasuring 2117 Sq. Ft. along with two covered car parking with the amenities and specifications as promised in all completeness and not to hold delivery of the possession for certain unwanted reasons much outside the scope of agreed terms.
2. Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the Respondent in spite of the fact that the complainants desires to take the possession.
3. Direct the respondent to pay the balance amount due to the complainants from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016.
4. Direct the respondent to allot new unit along with two covered cars with same specifications and amenities on priority bases after getting the approvals from the competent Authorities.
5. Direct the respondent to pay monthly rentals to the complainants at the prevailing rate in the area of the said project of unit with same specifications along with interest of arrears dues from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the respondent in spite of the fact that the complainants desires to take the possession.
6. Direct the respondent not to charge anything from the complainants under any-head as already total sale consideration along with stamp duties and registration fee and Advocate Fee have been paid by the complainants.
7. Direct the respondent not to force the complainants to sign any agreement, Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for allotment of a new flat or signing the conveyance deed.
8. Direct the respondent to set aside reconstruction proposal/agreement proposed by the respondent builder.
9. Direct the respondent to committed date of possession.
10. Direct the respondent to provide the exact lay out plan of the said unit.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation Full form

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant/allottee are also similar. Out of the above-mentioned case, the particulars of lead case **CR/535/2025, case titled as Shashi Kiran Malhotra and Anil Malhotra V/S NBCC India Limited** are being taken into consideration for determining the rights of the allottee(s) for relief sought.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	"NBCC Green View", Sector 37D, Gurugram, Haryana
2.	Project area	18.031 acres
3.	Nature of the project	Residential Group Housing



4.	DTCP license no. and validity status	11 of 2009 dated 20.05.2019
	Name of licensee	AS Realtech Pvt. Ltd. & 3 Ors.
	Name of Developer	National Building Construction Corporation Limited
5.	RERA Registered/ not registered	Not registered
6.	Allotment Letter	02.11.2012 (As per page no. 36 of the complaint)
7.	Apartment bearing no.	D9.4 (As per page no. 36 of the complaint)
8.	Unit area admeasuring	2117 sq. ft. (super area) (As per page no. 36 of the complaint)
9.	Date of execution of buyer's agreement	Not on record
10.	Possession clause	Not on record
11.	Due date of possession	Cannot be ascertained
12.	Total sale consideration	Rs.91,76,764/- (As per page no. 36 of the complaint)
13.	Amount paid by the complainants	Rs.92,32,081/- (As per CRA on page no. 32 of the complaint)
14.	Occupation certificate /Completion certificate	Not on record
15.	Offer of possession	10.10.2017 (As per page no. 67 of the complaint)
15.	Possession certificate	10.01.2019 (As per page no. 71 of the complaint)
16.	Conveyance Deed	18.06.2018 (As per page no. 75 of the complaint)

B. Facts of the complaint:

8. The complainant has made the following submissions:

- i. The respondent advertised about its new project namely 'NBCC Green View Apartments (hereinafter called as 'the project') on the 18.031 acres of land, in Sector 37 D of the Gurgaon. The respondent painted a rosy picture of the project in its advertisements making tall claims.
- ii. In 2011, the respondent company issued an advertisement announcing a project "NBCC Green View Apartments" situated in the Sector 37-D, Gurugram, Haryana, in a land parcel admeasuring a total area of approximately on the 18.031 acres of land, under the license, issued by DTCP, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. respondent confirmed that the projects had got building plan approval from the authority.
- iii. The complainants while searching for a flat/accommodation was lured by such advertisements and calls from the brokers of the respondent for buying an apartment in their project namely NBCC Green View Apartments. The respondent company told about the moonshine reputation of the company being NAVRATNA Company of Govt. Of India and the representative of the respondent company made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the national capital region. The respondent handed over one brochure to the complainants which showed the project like heaven and in

every possible way tried to hold the complainants and incited the complainants for payments.

- iv. Relying on various representations and assurances given by the respondent company and on belief of such assurances, complainants, booked a unit/apartment in the project by paying an booking amount of Rs.1,00,000/- towards the booking of the said unit bearing no. D9.4, Type-B, 9th Floor, in Sector 37D, having super area measuring 2117 sq. ft. to the respondent dated 15.03.2011 and the same was acknowledged by the respondent.
- v. The respondent sent an allotment letter dated 02.11.2012 to complainants confirming the booking the said unit and also mentioning the moonshine reputation of the company and the location of project. Further, providing the details of payment to be made by the complainants.
- vi. The respondent sent allotment letter dated 02.11.2012 to original allottee, confirming the booking of the unit dated 15.03.2011, allotting a unit no. D9.4, Type-B, 9th Floor, (hereinafter referred to as 'unit') measuring 2117 sq. ft (super built-up area) in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs. 91,76,764/-, which includes basic price, Plus EDC and IDC, and other Specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.
- vii. The respondent vide letter dated 22.01.2013 issued NOC for mortgaged. Thereafter, tripartite agreement dated 22.01.2013, was executed between the parties and bank, as the complainants took loan for sum of Rs. 56,00,000/-. At the time of booking complainants were assured that said unit will be completed a

period of 36 months from the date of allotment letter. The date of allotment letter is 02.11.2012. Hence, the due date of possession comes out to be 02.11.2015.

- viii. The respondent vide letter dated 05.01.2016 issued-issuance of interim possession/ allow the allottees for carrying out interior fit out work in NBCC Green View Apartment, Sector 37D, Gurgaon. All the allottees of NBCC Green View apartment Sector 37D Gurgaon are hereby informed that the work has already been physically completed. Since the issuance of occupancy certificate by the concerned authority is pending, NBCC have decided to facilitate the allottees as under: 1) NBCC may handover the interim possession of dwelling unit on payment of last instalment and final dues, for execution of the fit out & interior works. The conveyance deed may be executed at a later stage. The allottee has to give an undertaking that they will execute conveyance deed within 30 days from the date of intimation of offer of possession. 2) NBCC have decided that allottees can take up the execution of the fit out & interior works without payment of last instalment on submission of Affidavit cum undertaking on stamp paper of Rs. 10/- on our approved format uploaded on the website at www.nbccindia.com. Thereafter, vide letter dated 08.02.2017 respondent issued permission to take up fit out and interior work of the said apartment.
- ix. After repeated reminders and request complainants received offer of possession dated 10.10.2017. along with demand for sum of Rs. 7,09,652/- and same was duly in time bound manner was duly paid by the complainants. It is pertinent to mention here that two covered car parking bearing no. 1038 and 1039. That after delay of

almost more than three years finally possession of the said unit was handed over to the complainants on 10.01.2019.

- x. As per the demands raised by the respondent, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs. 92,31,081/- towards the said unit against the total sale consideration of Rs. 91,76,764/-.
- xi. The complainants after many follow ups and reminders and after clearing all the dues and fulfilling all one-sided demands and formalities as and when demanded by the respondent got the conveyance deed executed dated 18.06.2018. while this sale deed acknowledges that the complainants has paid the total consideration towards full and final consideration of the said apartment and applicable taxes etc, it makes no provision for compensating the complainants for the huge delay in handing over the flat and project. The complainants were not given any opportunity to negotiate the terms of the said sale deed.
- xii. On 03.10.2021, respondent arbitrarily without providing any kind of reasonable justification and time to the complainant sent notice to vacate dated 03.10.2021, thereby stating to vacate the said flat on or before 03.10.2021. The respondent in the above said notice failed to mention the rate of compensation and other things payable to the complainant as the complainant are the one who has invested his life time earnings in the said project. Thereafter, respondent again sent vacation notice dated 18.11.2021 to the complainant to vacate the said unit. It is pertinent to mention here that complainant raised objection to the aforesaid act of the respondent and wrote several emails/letters but till date

respondent failed to provide satisfactory response to the same and respondent in order to achieve its mala-fide objectives forcefully got the complainant evicted from the premises on 18.11.2021 against their will and without provide any alternative remedy, apartment or refund of the amount paid by the complainant.

- xiii. The respondent on 27.07.2022, after delay of almost 10 months sent offer letter for refund of money paid to the respondent in lieu of the cancellation of allotment of unit. It is important to mention here that in the above-mentioned letter respondent categorically mentioned that they have decided to refund only the amount paid without any interest or compensation to the complainant to which complainant raised objection to the aforesaid act of the respondent and wrote several emails but till date respondent failed to provide satisfactory response to the same. Thereafter, offer for Re-conveyance dated 02.02.2023 was sent by the respondent mentioning: - In lieu of re-conveyance, NBCC has decided to pay the following:
- a. Total payment for your unit at the rate of Rs.5100/- per sq. ft. (all-inclusive except PLC, if any). The PLC paid, if any, shall be refunded at actual, and stamp duty (including registration charges) paid by the Original Allottee shall also be refunded.
 - b. The rate of re-conveyance i.e. @ Rs. 5100/- per sq. ft. shall include all costs (except PLC paid, if any)/ charges/ amounts paid by the allottee. The total payment shall constitute a "One-Time Full and Final settlement" between you and NBCC.
- By agreeing to the terms hereof, you agree to execute the conveyance deed and provide NBCC with all further documentary

assistance required in order to give effect to the proposal above and also agree to withdraw all legal proceedings/claims/complaints etc., against NBCC with regard to the unit allotted to you. Thereafter, again offer for Re-conveyance dated 30.10.2023 was sent by the respondent.

- xiv. The respondent vide letter dated 19.03.2024 sent proposal for Re-construction. During the period the complainants went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them.
- xv. The complainants contacted the respondents on several occasions and were regularly in touch with the respondent. the respondent was never able to give any satisfactory response regarding the status of the re-construction and were never definite about the delivery of the possession. When they will start paying the rentals to the complainants and amount of compensation.
- xvi. The complainant continuously asking the respondent company about the status of the re-allotment, time by which the re-allotment shall be done along with interest and compensation on delay payment is expected to be paid and the penalty amount that respondent is liable to pay till the date of realisation but respondent was never able to give any satisfactory response to the complainant.
- xvii. That complainants requested the respondent to show/inspect the unit before complainants get the re-allotment and requesting to

- provide the details of the DPC to be paid but respondent failed to reply. The complainants sent various letter/emails to respondent challenging the said offers of the respondent for re-construction and refund but till date all in vain no satisfactory response till date.
- xviii. The respondents have played a fraud upon the complainants and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The Respondent had further malafidely failed to implement the buyer's agreement executed with the complainants. Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- xix. The complainants have suffered a loss and damage in as much as they had deposited the money in the hope of getting the said Unit for residential purposes. They have not only been deprived of the timely possession of the said unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the BA.
- xx. The respondent is guilty of deficiency in service within the purview of provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainants have suffered on account of deficiency in service by the respondents and as such the respondent is fully liable to cure the deficiency as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the

provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.

- xxi. The complainants is entitled to get delay possession charges with interest at the prescribed rate from date of application/ payment to till the realization of money under section 18 & 19(4) of Act. The complainants is also entitled for any other relief which they are found entitled by this Hon'ble Authority.
- xxii. The complainants after losing all the hope from the Respondent Company, having their dreams shattered of owning unit & having basic necessary facilities in the vicinity of the NBCC Green View Apartments Project and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance.
- xxiii. The present complaint is within the prescribed period of limitation. Hence the present complaint.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):

- i. Direct the respondent to hand over the possession of the new allotted unit admeasuring 2117 Sq. Ft. along with two covered car parking with the amenities and specifications as promised in all completeness and not to hold delivery of the possession for certain unwanted reasons much outside the scope of agreed terms.
- ii. Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the Respondent in

spite of the fact that the complainants desires to take the possession.

- iii. Direct the respondent to pay the balance amount due to the complainants from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016.
- iv. Direct the respondent to allot new unit along with two covered cars with same specifications and amenities on priority bases after getting the approvals from the competent Authorities.
- v. Direct the respondent to pay monthly rentals to the complainants at the prevailing rate in the area of the said project of unit with same specifications along with interest of arrears dues from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the respondent in spite of the fact that the complainants desires to take the possession.
- vi. Direct the respondent not to charge anything from the complainants under any-head as already total sale consideration along with stamp duties and registration fee and Advocate Fee have been paid by the complainants.
- vii. Direct the respondent not to force the complainants to sign any agreement, Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for allotment of a new flat or signing the conveyance deed.
- viii. Direct the respondent to set aside reconstruction proposal/agreement proposed by the respondent builder.
- ix. Direct the respondent to committed date of possession.
- x. Direct the respondent to provide the exact lay out plan of the said unit.

D. Reply by the respondent:

10. The respondent contested the complaint on the following grounds:

- i. The the respondent is public sector undertaking and inter-alia engaged in the business of construction of residential/commercial projects. The respondent has been categorized as NAVRATNA Company.
- ii. NBCC (India) Limited/respondent, developed a residential complex named "NBCC Green View Apartments" at Sector 37-D, Gurugram ("Project") and sold the apartments to the members of the public including the complainant. Further the letter for offer of possession was issued on 10.10.2017. Subsequently handing over of possession was given on 10.01.2019.
- iii. The respondent had appointed IIT Delhi ("IITD") as a consultant in December 2020 for the structural condition assessment of the project due to complaints being received about the structural defects in the constructions. IITD vide a report dated 02.02.2021 suggested that certain repairs were required to be made in the towers of the project. These repairs were accordingly undertaken by the contractor engaged in the Project namely M/s Rama Civil India Construction Pvt. Ltd.
- iv. Vide its follow-up report dated 06.10.2021, IITD advised vacating the flats within a period of two months in the interest of the resident's safety. IITD also advised the respondents to carry out a detailed analysis of the feasibility of the repair of the structure.
- v. In view of the same, opposite party being a responsible Central Public Sector Enterprise ("CPSE"), desirous of having the said complex vacated in order to prevent any risk to occupants, put up

notices at conspicuous places in and around the project site on 13.10.2021 requesting occupants to vacate the complex by 10.11.2021 and to contact NBCC helpdesk at the site for further information.

- vi. In view of the same, respondent put up another notice dated 18.11.2021 at the site requesting occupants to vacate the complex by 23.11.2021 and to contact opposite party no.1 Help Desk at the site for further information.
- vii. Further the District Magistrate cum Chairperson of District Disaster Management Authority, Gurugram ("DDMA") vide order dated 17.02.2022 also directed the residents to evacuate the premises for safety considerations amongst others. As on date, the respondent has complied with the aforesaid directions of DDMA, and all residents have vacated their dwelling units.
- viii. In view of the IITD Report, the opposite party in the meantime also appointed an external committee of experts from IIT Roorkee and Central Building Research Institute, Roorkee to conduct an in-depth examination of the issues in the Project and to review the report submitted by IITD for more clarity on the issue. The NBCC vide offer letter dated 08.09.2022 had made the first offer to the complainant amongst others to re-purchase the property in question and also agreed to refund the cost of the shop along with other incidental expenses subject to terms and conditions contained therein.
- ix. The complainant is fully aware of the fact that the respondent has been taking reasonable steps to resolve the grievances of all the allottees of NBCC Green View Apartment, Sector 37 D, Gurugram.

- x. The project has become uninhabitable, although, it is pointed out that the project building still stands tall, albeit with structural cracks. Therefore, it has rendered the performance of the respondent's promises to its allottees impossible. While the respondent is undertaking all legal actions against the contractors who were involved in the faulty construction of the project.
- xi. Subsequently the Respondent made a new offer dated 30.11.2023 (hereinafter referred to as "2nd offer") to refund the total payment with simple interest @ 6% p.a. on the total receipts (excluding stamp duty and registration charges). Further, the same was to be reckoned from the date of receipt of each payment made until 18.08.2023. It is pertinent to state that this offer was also not accepted by the complainant.
- xii. The respondent had also sent a proposal dated 05.07.2024 for reconstruction (hereinafter referred to as "3rd offer") of the project to all allottees. It is submitted that as per clause 7.3 of the said proposal, the Respondent shall endeavour to complete reconstruction with 3 years from the date of receipt of the consent to establish from the relevant authority. Furthermore, as per clause 7.5 of the said proposal, the Respondent also undertook to pay to the accepting allottees an amount of Rs. 15/- per square feet per month as rent for an alternate accommodation by 10th of every month and in case of delay in completing the proposed reconstruction, respondent would also extend the payment of the rental amount.
- xiii. As per clause no. 6 read with clause no.7.10 of the offer for reconstruction, respondent upon the completion of the proposed

reconstruction shall deliver & handover the possession of reconstructed unit & respondent shall undertake the proposed reconstruction at its own expenses & shall not take any consideration for the reconstruction of the flats. it is pertinent to state that reconstruction offer was also not accepted by the complainant.

- xiv. The respondent sent the offers to all shop's owners including the complainant from time to time offering either return of money or reconstruction of shop. Several shop owners as well as other allottees has accepted the opposite party's offer for reconstruction. The opposite party is under process of the demolition of building. It is submitted that if complainant is not willing to accept the NBCC offer in such case interest of other allottees are also being hampered. However, the complainant has not accepted NBCC offer and chosen to file the present complaint. As such the present complaint deserves to be dismissed in view of the above submissions.

E. Jurisdiction of the authority:

11. 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

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.

E.II Subject matter jurisdiction

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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

12. 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 relief sought by the complainants:

- F.I** Direct the respondent to hand over the possession of the new allotted unit admeasuring 2117 Sq. Ft. along with two covered car parking with the amenities and specifications as promised in all completeness and not to hold delivery of the possession for certain unwanted reasons much outside the scope of agreed terms.
- F.II** Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the Respondent in spite of the fact that the complainants desires to take the possession.
- F.III** Direct the respondent to pay the balance amount due to the complainants from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016.

- F.IV Direct the respondent to allot new unit along with two covered cars with same specifications and amenities on priority bases after getting the approvals from the competent Authorities.
- F.V Direct the respondent to pay monthly rentals to the complainants at the prevailing rate in the area of the said project of unit with same specifications along with interest of arrears dues from the date of notice of eviction i.e. 03.10.2021 till date of actual physical possession of the new allotted unit by the respondent in spite of the fact that the complainants desires to take the possession.
- F.VI Direct the respondent not to charge anything from the complainants under any-head as already total sale consideration along with stamp duties and registration fee and Advocate Fee have been paid by the complainants.
- F.VII Direct the respondent not to force the complainants to sign any agreement, Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for allotment of a new flat or signing the conveyance deed.
- F.VIII Direct the respondent to set aside reconstruction proposal/agreement proposed by the respondent builder.
- F.IX Direct the respondent to committed date of possession.
- F.X Direct the respondent to provide the exact lay out plan of the said unit.

13. The above-sought reliefs by the complainants are taken together being inter-connected and finding of one relief will definitely affect the other.

14. In the present complaint, the complainants intend to continue with the project and are seeking new allotment along with delayed possession charges in respect of the allotted unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Section 18(1) of the Act is reproduced below for ready reference.

"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.-

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate

as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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."

(Emphasis supplied)

15. Some of the admitted facts of the case are that a residential project by the name of NBCC Greens View Apartments, Sector-37D, Gurugram was developed by the respondent-builder. The complainant applied for a unit and got the subject flat vide allotment letter dated 02.11.2012. The complainants paid an amount of Rs.92,32,081/- which is more than the sale consideration of Rs.91,76,764/- and then obtained the possession of the unit after execution of conveyance deed on 18.06.2018. Thereafter, IITD vide a report dated 02.02.2021 suggested that certain repairs were required to be made in the towers of the project and vide its follow up report dated 06.10.2021, IITD advised to vacate the flats within a period of two months in the interest of the safety of the residents. Further, the District Magistrate cum Chairperson of District Disaster Management Authority, Gurugram vide order dated 17.02.2022 also directed the residents to evacuate the premises for safety considerations and directed the respondent to provide alternative/suitable premises for accommodation to the willing residents within 48 hours of the passing of the said order or to provide rent for similar accommodation along with shifting charges of the entire households of the residents. Accordingly, all residents have vacated their dwelling units. Thereafter, the respondent vide offer letter dated 29.07.2022 offered the complainants amongst others to re-purchase the property in question and also agreed to refund the cost of flat along with other incidental expenses subject to terms and conditions contained therein.

16. The respondent company has filed the status report of the project "NBCC GREEN VIEW APARTMENTS" situated at Sector- 37D, Gurugram on 11.11.2025, and the relevant portion of the report is reproduced for ready reference: -

NBCC has built NBCC Green View Apartment, Sector 37 D at Gurugram Haryana (Project) having Seven Tower namely A, B, C, D, E, F, G along with allied structures, out of which Tower E, F & G has totally unsold & ownership is exclusively vested in the favour of NBCC whereas in Tower A, B, C & D some units were sold to the allottees.

In the year 2019, cracks were observed at several places in the above-mentioned Towers. Thereafter, NBCC had engaged IIT Delhi for the investigation, and IIT Delhi vide its report dated 06.10.2021 had advised for the evacuation of buildings in view of the safety of residents and to reexamine the feasibility of repairs. On 19.11.2021, NBCC made a request to CSIR- CBRI & IIT-Roorkee to re-examine the feasibility of repair through comprehensive testing and deep investigation. On 17.03.2022 CSIR-CBRI & IIT-Roorkee committee, in its report, recommended dismantling, demolition of structures

That in the interim vide order dated 17.02.2022, the District Disaster Management Authority, Gurugram ("DDMA"), also declared the structure/premises not fit for habitation and directed residents to vacate the premises and hand over the vacant possession of the same to NBCC to prevent the danger to human life, health or safety. In compliance with the said order of DDMA as of date, the entire NBCC Green View Complex stands completely vacated.

Since the project was declared to be unsafe and is required to be demolished, NBCC has already initiated the legal proceedings against the concerned contractors, and the same is also pending adjudication before this Hon'ble Court On March 19, 2024 & 05.07.2024 NBCC issued letters) to all allottees offering to reconstruct flats and provide compensatory rentals in the interim to interested allottees along with other terms & conditions and sought their acceptance in the form of signed declarations from the interested allottees. It is pertinent to state that as of date 80 allottees have accepted the said offer of reconstruction of NBCC and are receiving compensatory rentals @ Rs 18 per sq. ft. of their originally allotted flats.

In view of the plan for reconstruction of the said project, Architect M/s Chapman Taylor India LLP was appointed in May 2024 by the Respondent. Further, License No. 11 of 2009 dated 21.09.2009 granted the development of Group Housing Colony on the said land parcel has also been renewed up to 20.05.2027 by the Director, Town & Country

Planning Haryana, Chandigarh vide Memo No. LC- 2064-II-JE(SK)/2025/23093 dated 19.06.2025.

It is further submitted that Tender for reconstruction of NBCC Green View has been floated and revised Building Plans of NBCC Green View have also been submitted to DCP Haryana for approval on 10.09.2025. The technical evaluation of tender is under scrutiny.

That the ownership of the tower E, F, and G was exclusively with the NBCC, the work of demolition of the said towers has been awarded to M/s Edifice Engineering vide LOA No. NBCC/RE Division/37D/2024/2121 dated 24.12.2024. The demolition process has already commenced after obtaining permission for the demolition of said structures/ services from the Deputy Commissioner, Gurugram, and the demolition work is in an advanced stage.

Now, NBCC has also planned for the demolition of the balance towers namely A, B, C and D and demolition of the said towers along with allied structures, will also be started after obtaining permission for the same from the competent authority and reconstruction of NBCC Green View will also be started accordingly.

17. Further, the respondent brought to the notice of this Authority that some allottees of the project have filed a consumer complaint seeking refund against the respondent/promoter bearing no. 1128/2017 before the National Consumer Dispute Redressal Commission, New Delhi and the same is pending for adjudication before it. The respondent further contended that no amount was specified by the NCDRC, Delhi and the discretion was given to the respondent-builder to decide the amount to be refunded. Accordingly, the respondent has offered refund of the entire money paid towards consideration along with charges paid on account of stamp duty and registration and delayed payment charges if any, to the complainants-allottee vide offer letter dated 29.07.2022.
18. On perusal of the documents placed on record and submissions made by the parties, the Authority has observed that the title of the above property allotted to the complainants has been duly transferred to the complainants through the above conveyance deed. In view of the above,

no case for refund is made out under the provisions of the Section 18 of the Act, 2016 as the same can only be invoked in case the promoter fails to complete or is unable to give possession of an apartment or building in accordance with the terms of agreement of sale or, as the case may be, duly completed by the date specified therein. Nor is there any defect in title for which the complainants can be compensated. However, it is relevant to refer to Section 11(4) (a) read with Section 14(3) of the Act, 2016 in the present matter which state as under:

11(4)

(a) shall 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:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

"Section 14: Adherence to sanctioned plans and project specifications by the promoter

(1)

(2)

In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act."

19. In view of the above-mentioned reasons, the Authority is of the view that the project of the respondent is not habitable and vide order dated 05.03.2024 passed by the Hon'ble NCDRC, the only relief which can be granted to the allottees is of refund along with interest and the same has been upheld by the Hon'ble Supreme Court of India vide order dated

05.08.2024. In the present complaint, the complainant is seeking new allotment, possession of the allotted unit and delayed possession charges along with interest.

20. In view of the report dated 06.10.2021 passed by the Indian Institute of Technology, Delhi and the conveyance deed was executed on 18.06.2018 with regard to the previously allotted unit of the complainant, the relief sought by the complainant in its complaint is not maintainable. Therefore, the complaint is dismissed being not maintainable.
21. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
22. The complaints stand disposed of. True certified copies of this order be placed on the case file of each matter.
23. Files be consigned to the registry.


(Phool Singh Saini)
Member
(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 27.01.2026