

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

**Complaint no. :** 4515 of 2025  
**Date of Decision:** 20.01.2026

1. Prince
2. Sahil

**Both R/o:** House no.1835, Floor-2<sup>nd</sup>,  
Sector-8, Kurukshetra, Haryana-136119.

**Complainants**

Versus

1. M/s Aawam Residency Private Limited  
**Office At:** 41<sup>st</sup> Floor, Tower-1, M3M  
International Financial Centre, Sector-66,  
Badshahpur, Gurugram, Haryana-122101.

**Respondent  
no.1**

2. M/s Adhikansh Realtors Private Limited  
**Office At:** 12A Floor, Tower-2, M3M  
International Financial Centre, Sector-66,  
Gurugram, Haryana-122002.

**Respondent  
no.2**

**CORAM:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Abhinav Arora & Shweta Rani  
Shriya Takkar & Meenal Khanna

Advocate for the complainants  
Advocates for the respondents

**ORDER**

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

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

**A. Unit and project related details**

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

Sr. No.	Particulars	Details
1.	Name of the project	M3M Soulitude 2
2.	Location of the project	Sector-89, Gurugram, Haryana.
3.	Nature of the project	Affordable Residential Plotted Colony-residential floor
4.	DTCP license no.	License no. 32 of 2021 Dated-03.07.2021 License no. 102 of 2022 dated-26.07.2022
5.	Registered/not registered	Registered Vide registration no. 86 of 2024 Dated-12.08.2024.
6.	Allotment letter in favour of original allottee	10.09.2024 (As on page no. 37 of complaint)
7.	Unit no.	M-53/2, Type-Independent Floor Residence, Floor-2, Block-Melody, Plot no.-M-53

		(As on page no. 39 of complaint)
8.	Unit Area	1494 sq.ft. [Super Area] 848 sq.ft. [Carpet Area] (As on page no. 39 of complaint)
9.	Transfer Letter in favor of the complainants	03.12.2024 (As on page no. 33 of complaint)
10.	Agreement For Sale between complainants and respondent	21.01.2025 (As on page no. 68 of complaint)
11.	Possession clause	<p><b>Clause 7</b></p> <p><b>POSSESSION OF THE INDEPENDENT FLOOR RESIDENCE:</b></p> <p><b>7.1 Schedule for possession of the said Independent Floor Residence:</b></p> <p>(i)....</p> <p>(ii) The Developer assures to handover possession of the Independent Floor Residence along with right to use the undivided demarcated proportionate right to use terrace and basement area along with right to use car parking (if applicable) alongwith undivided proportionate share/interest in the land underneath the Subject Plot <b>on or before 3<sup>rd</sup> April 2027</b> or such extended time as per the Act/Rules for residential usage alongwith right to use car parking (if applicable)</p> <p>.....</p> <p>(As on page no. 89 of complaint)</p>
12.	Due date of possession	03.04.2027
13.	Sale consideration	Rs.1,10,27,959/- (As on page no. 121 of complaint)

14.	Total amount paid by the complainant	Rs.87,81,410/- (As per Customer ledger dated 22.03.2025 on page no. 137 of complaint)
15.	Occupation certificate	Not obtained [Note:Checked from the website of TCP Haryana]
16.	Offer of possession	01.08.2025 (As on page no. 180 of reply)
17.	Cancellation letter	30.01.2025 (As on page no. 124 of complaint)

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint:
- I. That the complainants are brothers who jointly own the unit in question. Together, they have long dreamed of owning a stable home to build a secure future for their family, after years of hard work and careful savings. This shared aspiration led them to invest in Unit No. M-53/2, with a carpet area of 848 sq. ft., on Plot No. A-501 in Block "Melody" of the project "M3M Soulitude 2" developed by the respondents.
  - II. That the unit in question was initially allotted to Ms. Prerna Sinha ("Original Allottee") upon her payment of a booking amount of Rs.1,00,000/- vide cheque dated 07.09.2024, which was duly acknowledged by the respondents. The complainants entered into a transaction to acquire the unit from the original allottee for a total consideration of Rs.1,10,27,959/-. They paid Rs.47,26,559/- directly to

- III. That the transfer was formalized and confirmed by the respondents through an email dated 06.12.2024, with the official transfer date being 03.12.2024, thereby binding the respondents to honor all rights and benefits associated with the unit.
- IV. That prior to such transfer, on 06.11.2024, the complainants meticulously executed all requisite documentation, including the Assignment Agreement, indemnity-cum-undertaking, and personal information forms. It is pertinent to mention here that Clause E of the Assignment Agreement explicitly stipulated that the original allottee was responsible for clearing all outstanding dues up to the execution date i.e., 06.11.2024 of the Assignment Agreement.
- V. That the respondents' confirmation on 06.12.2024 of the transfer of the said unit to the complainants implicitly assured them that no such liabilities lingered, fostering their belief in a fresh start unburdened by past issues.
- VI. That on 21.01.2025, the complainants executed the Builder Buyer Agreement with the respondents. However, in a shocking turn that shattered the complainants' trust and plunged him into profound distress, the respondents issued a cancellation notice dated 30.01.2025 which was received by the complainants on 31.01.2025, abruptly terminating the allotment without any prior demand for payment or notice of default, citing the demand raised on 12.09.2024, and the Pre - Cancellation Notice dated 15.11.2024 which pertained to the period prior to the transfer of ownership of the unit to the complainants and was never received by them.
- VII. Such actions not only ignored the complainants' status as the rightful allottee from 03.12.2024 but also violated fundamental principles of

natural justice, which require promoters to provide reasonable notice before any adverse action.

- VIII. That the complainants immediately protested the cancellation and wrote an email dated 31.01.2025 and 01.02.2025, highlighting its procedural flaws and irrelevance to their tenure. The respondents, tacitly acknowledging the irregularity, indicated on 15.02.2025 via email that revocation was under consideration and directed the complainants to collect the Tripartite Agreement and the Permission to Mortgage.
- IX. Acting in good faith, the complainants proceeded to disburse Rs.40,54,851/- from their sanctioned home loan on 19.03.2025, even in the absence of a formal demand from the respondents. The respondents' malafide intent became evident in August 2025, when it issued an offer of possession dated 01.08.2025, demanding an additional Rs.34,08,644/-, including unwarranted interest of Rs.2,14,931/- on alleged late payments. This offer, however, was rendered legally void ab initio due to the absence of a valid Occupation Certificate, which prohibits offering possession without such certification.
- X. That the complainants were further dismayed by the demand raised on 01.08.2025, which ignored their prior payments and failed to account for the Principal Interest Due ("PID") benefit at 7% on the paid-up amount till pre-handover, a key entitlement transferred to them under Clause 2 of the Assignment Agreement. This clause explicitly assigns all rights, benefits, and interests on an "as is where is" basis, yet respondents have remained silent on adjusting the PID in the final

demand, echoing its earlier refusal to honor the same for the original allottee as evidenced by her email dated 13.09.2024.

XI. That the respondents' assertion that all the benefits associated with the unit are null and void due to purported delays is baseless and actuated by bad faith, as no formal demand notices were issued post-transfer of the unit on 03.12.2024 to apprise the complainants of any outstanding dues.

XII. That the complainants, who have been diligent in paying their EMIs to the respondents, have been left in a state of uncertainty and distress, having invested a total of Rs.87,81,410/-. The respondents' failure to provide any updates on the project's progress or reinstatement of the unit or revocation of the cancellation notice dated 30.01.2025 has resulted in a significant breach of trust.

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

4. The complainants in the present complaint are seeking the following relief(s).
  - i. Interest on every month of delay at the prevailing rate of interest.
  - ii. Quash the demand of Rs.34,08,644/- including the interest of Rs.2,14,931/- as there was no delay in payment by the complainants.
  - iii. Direct the respondents to execute the Conveyance Deed in favor of the complainants.
  - iv. Direct the respondents to withdraw the invalid offer of possession dated 01.08.2025 and issue a fresh offer of possession only upon obtaining a valid Occupation Certificate, while adjusting the PID benefit in the outstanding dues.
  - v. Direct the respondents to adjust all the benefits, including PID @7% along with interest.

- vi. Direct the respondents not to charge Maintenance Charges for a period of 12 months from the date of offer of possession.
- vii. Declare the cancellation notice dated 30.01.2025 as null and void for being arbitrary, and set aside the cancellation notice.
- viii. Direct the respondents to reinstate and restore the unit of the complainants.
- ix. Direct the respondents to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay to the complainants.
- x. Award compensation of Rs. 10,00,000/- along with the prevailing rate of interest, to the complainants for mental agony, harassment, financial loss, and deprivation of benefits arising from the respondents' deficiencies and unfair practices.
- xi. Restrain the respondents from raising a fresh demand for payment under any head.
- xii. Direct the respondents not to create third-party rights over the Unit until the present complaint is finally disposed of.
- xiii. Direct the respondents not to charge any penalty/ interest from the complainants and to cooperate by providing the required documents.
- xiv. Grant an injunction restraining the respondents from taking any coercive action, including but not limited to, credit rating agencies issuing legal notices or initiating legal proceedings during the pendency of this case before this forum.
- xv. Take suo moto action against the respondents for committing a fraud and for the malpractice by issuing an offer of Possession without the Occupation Certificate

**D. Reply by the respondents**

5. The respondents have contested the complaint on the following grounds.
- I. That the respondent are the joint owners of land admeasuring 57.0247 acres collectively situated in Village Hayatpur, Tehsil Harsaru, in Sector-89 District Gurugram, Haryana. The Director General, District Town and Country Planning, Haryana, Chandigarh granted a License bearing no. 32 of 2021 dated 03.07.2021 in favour of the respondents for the development of an Affordable Plotted Colony under Deen Dayal Jan Awas Yojana (DDJAY) scheme on the licensed land. That the respondents entered into a Collaboration Agreement to develop "*Independent Floor Residences*" in the name of "M3M Soulitude 2" located in Sector 89, Gurgaon, Haryana.
  - II. That the respondent has decided to develop "Independent floor residences" on the said plots in the name and style of "M3M Soulitude 2". The alleged "Power of Attorney" appended as Annexure-C/1 is inherently deficient and does not confer any authority upon the complainant no. 1 to institute, file, verify, or prosecute the present complaint on behalf of complainant no. 2. A bare perusal of the said document reveals that it contains no express or implied authorization empowering complainant no. 1 to initiate legal proceedings of the present nature.
  - III. That the affidavit annexed is only in the name of Mr. Prince, therefore, the complaint is not signed and verified by complainant no. 2 i.e. Mr. Sahil. A complaint cannot be filed without a duly sworn affidavit of both the complainants. Thus, the complaint filed by the complainants is ought to be dismissed for being filed without affidavit of the complainants herein, since the contents and averments as mentioned in the complaint

have not been verified and authenticated and the same goes to test the veracity of the matter which goes to the very root of the matter.

- IV. That the original allottee i.e., Mrs. Prerana Sinha after conducting her own due diligence and independent enquiries about the project and upon satisfaction, expressed her interest in booking of a residential unit in the project and applied for booking of the same vide application form and paid part booking amount of Rs.1,00,000/-.
- V. In due consideration of the original allottee's commitment to make timely payment, the respondent allotted independent floor bearing no. M- 53/2 on Second Floor in the Block "Melody". The cost of the independent floor for carpet area admeasuring 848 sq. ft. was Rs.1,10,27,959/- plus other charges. The original allottee on her own free will and volition opted for construction linked payment plan.
- VI. Thereafter, as per the payment plan opted by the original allottee, the respondent issued demand letter on 11.09.2024 requesting the original allottee to pay the demand due within 10 days of booking for an amount of Rs.21,05,592/- payable on or before 20.09.2024. The respondent company vide demand letter dated 12.09.2024 raised the demand due on commencement of excavation and requested the complainant to pay an amount of Rs.41,05,890/- including previous dues. The instalment due on commencement of excavation i.e. Rs.22,05,592/- was payable on or before 07.10.2024 and the previous dues were payable immediately.
- VII. That as per payment plan opted, the respondent raised the demand due on completion of 1<sup>st</sup> floor slab vide demand letter dated 13.09.2024 and requested the complainant to deposit an amount of Rs.62,06.454/- including previous dues. The current demand of Rs.22,05,592/- was

payable on or before 07.10.2024 while the previous dues were payable immediately.

- VIII. That the respondent as per the payment plan opted by the original allottee vide demand letter dated 14.09.2024 raised the demand due on completion of 2<sup>nd</sup> floor slab unit and requested the complainant to deposit an amount of Rs.76,19,572/- including previous dues. The aforesaid demand on completion of 2<sup>nd</sup> floor slab i.e. Rs.11,02,796/- was payable on or before 07.10.2024 and the previous dues were payable immediately.
- IX. That the respondent as per the payment plan opted by the original allottee vide demand letter dated 15.09.2024 raised the demand due on completion of super structure of the unit and requested the complainant to deposit Rs.87,22,368/- including previous dues. The aforesaid demand of Rs.11,02,796/- was due on the completion of super structure was payable on or before 07.10.2024 and the previous dues were payable immediately. The original allottee made part payment of Rs.46,26,599/- towards her outstanding dues and was duly accepted by the respondent.
- X. Since, the original allottee failed to make payment of the pending amounts within the time prescribed in the demand notices therefore, the respondent issued "Reminder 1/Demand II" vide letter dated 15.10.2024 requesting the original allottees to pay their outstanding dues.
- XI. That the original allottee along with the complainants herein approached the respondent and vide joint request dated 22.10.2024 requested the respondent no.1 to transfer the unit in the name of the

complainants in its records. Relevant clauses of the joint request letter dated 22.10.2024 is reproduced herein below :

*The Transferee(s) herein undertakes to pay the entire balance dues of the agreed consideration and other applicable charges as per relevant terms and conditions of the application form/ Apartment Buyer's Agreement and undertake to execute the Apartment Buyer's Agreement after the provisional booking/allotment has been transferred in Transferee(s) name. We also Confirm, undertake and assure you that after the transfer, the transferee(s) shall be bound by all the terms and conditions as stated in the Application form or as may be detailed in the Apartment Buyers Agreement/Sale/Conveyance Deed to be executed by the Transferee(s) and to abide by all the terms and conditions relating to the Apartment, including the terms and conditions related to lease facilitation by the Company/Developer.*

- XII. In view of the same the complainants herein executed Indemnity Cum Undertaking 22.10.2024. Post completion of necessary formalities , the respondent transferred the unit in question in favour of the complainants and issued letter dated 03.12.2024 confirming the same and accordingly, all documents pertaining to the present allotment i.e. allotment letter, receipts were duly endorsed in the name of the complainants herein . Thus, the complainants stepped into the shoes of the original allottees.
- XIII. That vide letter dated 19.12.2024 had agreed to provide additional specifications in the unit as mentioned in Annexure-1. Further, the respondent agreed to give the benefit of exemption on payment of Maintenance Charges for a period of 12 months effective from the date of offer of possession. The aforesaid benefits were subject to the condition that the complainants would make payments of all the demands before the due date of each payment/instalment. The aforesaid benefit cannot be claimed as a matter of right nor is an obligation of the Company. The respondent vide reminder letter dated

30.12.2024 requested the complainants herein to return the executed copy of the Buyer Agreement and come forward for getting the same registered.

- XIV. That the Buyers Agreement was executed between the parties on 21.01.2025 and the same was duly registered. Since, the complainants despite constant follows up were not coming forward to deposit the balance dues therefore the respondent was constrained to cancel the allotment of the complainant vide cancellation letter dated 30.01.2025. Post cancellation of allotment, the complainants approached the respondent and requested for reinstatement of allotment. The respondent being a customer oriented company acceded to the request of the complainant and reinstated the allotment of the complainants subject to the complainants clearing all their pending dues along with interest.
- XV. That the complainants were desirous of availing loan facility accordingly, Tripartite Agreement dated 03.02.2025 was executed between the Axis Bank, complainants and respondents herein. Accordingly, the respondent issued permission to mortgage on 15.02.2025. The complainants herein made payment of Rs.40,54,851/- towards the pending dues of Rs.40,95,809/- and the same was duly acknowledged by the respondents. Thereafter, the respondent applied for the grant of Occupation Certificate and the same was received on 19.10.2024.
- XVI. Since, the complainants were facing financial issues therefore, to accommodate them the respondent as a goodwill gesture raised the last two demands i.e. demand due "on OC application" and "on offer of possession" together. Accordingly, the respondent vide letter of offer of

possession dated 01.08.2025 offered the possession of the independent floor in question to the complainants and requested them to deposit an amount of Rs.34,08,644/- towards the independent floor and take over the possession of the same. It is submitted that the aforesaid demand was payable on or before 30.08.2025.

- XVII. That the respondent as a goodwill gesture has credited an amount of Rs.7,84,799/- into the account of the complainant as rebate on 12.08.2025.
- XVIII. That the complainants vide notice of offer of possession were specifically informed to clear their dues and complete the necessary formalities on or before 30.08.2025 in order to take the possession of the unit but to no avail from the side of the complainants. The complainants neither cleared their dues nor did come forward to complete the documentation for the process of handing over of possession. The respondent left with no other option was constrained to issue Pre-cancellation notice dated 24.09.2025, calling upon the complainants to remit the overdue payments along with applicable interest within 07 days, failing which the respondent shall be constrained to cancel the booking/provisional allotment of the unit.
- XIX. That the complainant failed to make the complete payment of the outstanding dues as per the terms of the Agreement for Sale along with interest and are in default of his contractual obligations as well as his obligation under Section 19(10) of RERA Act, 2016.
- XX. That the actual amount deposited by complainant till date is Rs.87,81,410/- (excluding rebate amount) towards the unit in question and is still liable to pay an amount of Rs.15,61,824/- and an amount of delayed interest of Rs.2,60,718/- as on 01.12.2025 towards his

outstanding dues. The complainant is also liable to pay maintenance charges, holding charges and other charges as per the terms of the Buyers Agreement.

- XXI. That the complainants herein are a defaulter and has defaulted in making timely payments despite repeated requests therefore the respondent was constrained to cancel the allotment of the unit on 30.01.2025. Thereafter, the respondent re-instated the allotment on the specific requests of the complainants. The complainants herein are seeking reliefs pertaining to the recall of the cancelation letter dated 30.01.2025 which stands withdrawn as on date. Thus, the present complaint is infructuous.
- XXII. That the original allottee along with the complainants herein approached the respondent and vide joint request dated 22.10.2024 requested the respondent no.1 to transfer the unit in the name of the complainants in its records. In view of the same the complainants herein executed Indemnity Cum Undertaking 22.10.2024.
- XXIII. Post completion of necessary formalities , the respondent transferred the unit in question in favour of the complainants herein and issued letter dated 03.12.2024 confirming the same and accordingly, all documents pertaining to the present allotment i.e. allotment letter, receipts were duly endorsed in the name of the complainants herein . Thus, the complainants stepped into the shoes of the original allottees and were responsible to pay the dues of the agreed consideration and other charges as per relevant terms and conditions of the application form/ Apartment Buyer's Agreement. It is submitted that the present phase of the project was completed before the agreed timeline i.e. 03.04.2027 and the Respondent Company had applied for the grant of

Occupation Certificate. The Occupation Certificate was granted by the Competent Authorities on 19.10.2024 after due verification and inspection.

- XXIV. That vide offer of possession dated 01.08.2025, the respondent requested the complainant to clear outstanding dues and take the possession of the unit as per agreed terms which is ready and complete. It is submitted that there is no delay in offering possession of the unit to the complainants. Thus, no case under Sec 18 and 19 of the RERA Act, 2016 is made out.
- XXV. That despite various opportunities/reminders, the complainants did not come forward to clear their outstanding dues and as a result of which the respondent was constrained to issue pre-cancellation dated 24.09.2025. That despite the pre-cancellation notice dated 24.09.2025, the complainants failed to clear the outstanding dues.
- XXVI. That the actual amount deposited by complainant till date is Rs.87,81,410/- (excluding rebate amount) towards the unit in question and is still liable to pay an amount of Rs.15,61,824/- towards the unit and an amount of delayed interest of Rs.2,60,718/- as on 01.12.2025 towards his outstanding dues. The complainant is also liable to pay maintenance charges, holding charges and other charges as per the terms of the Buyers Agreement.
6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

7. The Authority observes that it has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter jurisdiction**

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

**Section 11**

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

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

10. 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 reliefs sought by the complainant:**

- F.I. Interest on every month of delay at the prevailing rate of interest.
  - F.II. Quash the demand of Rs.34,08,644/- including the interest of Rs.2,14,931/- as there was no delay in payment by the complainants.
  - F.III. Direct the respondents to execute the Conveyance Deed in favor of the complainants.
  - F.IV. Direct the respondents to withdraw the invalid offer of possession dated 01.08.2025 and issue a fresh offer of possession only upon obtaining a valid Occupation Certificate, while adjusting the PID benefit in the outstanding dues.
  - F.V. Direct the respondents to adjust all the benefits, including PID @7% along with interest.
  - F.VI. Direct the respondents not to charge Maintenance Charges for a period of 12 months from the date of offer of possession.
  - F.VII. Declare the cancellation notice dated 30.01.2025 as null and void for being arbitrary, and set aside the cancellation notice.
  - F.VIII. Direct the respondents to reinstate and restore the unit of the complainants.
  - F.IX. Direct the respondents to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay to the complainants.
  - F.X. Award compensation of Rs. 10,00,000/- along with the prevailing rate of interest, to the complainants for mental agony, harassment, financial loss, and deprivation of benefits arising from the respondents' deficiencies and unfair practices.
  - F.XI. Restrain the respondents from raising a fresh demand for payment under any head.
  - F.XII. Direct the respondents not to create third-party rights over the Unit until the present complaint is finally disposed of.
  - F.XIII. Direct the respondents not to charge any penalty/ interest from the complainants and to cooperate by providing the required documents.
11. In the present complaint, the original allottee booked a unit in the project of the respondent namely 'M3M Soulitude" situated at Sector-89, Gurugram, Haryana. The original allottee was allotted a unit bearing no. M-53/2, Type-Independent Floor Residence situated at 2<sup>nd</sup> Floor in the Block-Melody, admeasuring 1494 sq.ft of super area and 848 sq.ft.

of carpet area. The Transfer Letter was issued in favour of the complainants on 03.12.2024 and thereafter, the "Agreement For Sale" for the said unit was executed between the complainants and the respondent on 21.01.2025. The total sale consideration of the unit was Rs.1,10,27,959/- and the complainants have paid an amount of Rs.87,81,410/- against the same till date.

12. The complainants have sought the relief of physical possession of the unit and setting aside the cancellation of the allotment dated 30.01.2025. As per clause 7.1 of the Agreement For Sale dated 21.01.2025, the respondent undertook to handover possession of the unit to the complainants on or before 03.04.2027.
13. The complainants have submitted that on 21.01.2025, the complainants executed the Builder Buyer Agreement with the respondents. However, the respondents issued a cancellation notice dated 30.01.2025 which was received by the complainants on 31.01.2025, terminating the allotment without any prior demand for payment or notice of default, citing the demand raised on 12.09.2024, and the Pre - Cancellation Notice dated 15.11.2024 which pertained to the period prior to the transfer of ownership of the unit to the complainants and was never received by them. The respondents' failure to provide any updates on the project's progress or reinstatement of the unit or revocation of the cancellation notice dated 30.01.2025 has resulted in a significant breach of trust.
14. The respondent, in its reply, submits that the respondent transferred the unit in question in favour of the complainants and issued letter dated 03.12.2024 confirming the same and accordingly, all documents pertaining to the present allotment i.e. allotment letter, receipts were

duly endorsed in the name of the complainants herein. Thus, the complainants stepped into the shoes of the original allottees and were responsible to pay the dues of the agreed consideration and other charges as per relevant terms and conditions of the application form/ Apartment Buyer's Agreement. It is submitted that the present phase of the project was completed before the agreed timeline i.e. 03.04.2027 and the respondent had applied for the grant of Occupation Certificate. The Occupation Certificate was granted by the competent authorities on 19.10.2024 after due verification and inspection. Vide offer of possession dated 01.08.2025, the respondent requested the complainants to clear the outstanding dues and take the possession of the unit.

- **Declare the cancellation notice dated 30.01.2025 as null and void for being arbitrary, and set aside the cancellation notice.**
- **Direct the respondents to reinstate and restore the unit of the complainants.**

15. The Authority after considering all the documents on record observes that the complainants herein are subsequent allottees and have entered into the project on 03.12.2024 and all the documents pertaining to the complainant's allotment were duly endorsed in the name of the complainants. Thus, the complainants stepped into the shoes of the original allottees. The complainants have paid an amount of Rs.87,81,410/- against the sale consideration of Rs.1,10,27,959/- till date. The complainants have sought the relief of setting aside the Cancellation dated 30.01.2025. The respondents have submitted that the Cancellation dated 30.01.2025 has been recalled by the respondents and the allotment has been re-instated in favour of the complainants. The Authority is of the view that the said Cancellation has been recalled

been recalled by the respondents as per the respondents own admissions and also the same can be construed from the Offer of Possession dated 01.08.2025. Thus, the present relief has become infructuous.

- **Interest on every month of delay at the prevailing rate of interest.**

16. The complainants is seeking interest for every month of delay at the prevailing rate of interest. As per clause 7.1 of the Agreement For Sale dated 21.01.2025, the respondents are obligated to handover possession of the unit to the complainants on or before 03.04.2027. The due date of possession comes out to be 03.04.2027 and thus, the above said relief is pre-mature and hence cannot be allowed.

- **Quash the demand of Rs.34,08,644/- including the interest of Rs.2,14,931/- as there was no delay in payment by the complainants.**
- **Direct the respondents to withdraw the invalid offer of possession dated 01.08.2025 and issue a fresh offer of possession only upon obtaining a valid Occupation Certificate, while adjusting the PID benefit in the outstanding dues.**

17. The Authority observes that the respondents offered possession of the unit to the complainants vide Offer of Possession letter dated 01.08.2025. The respondent has submitted that the Occupation Certificate was granted by the competent authorities on 19.10.2024, however, the respondents have failed to place on record the copy of the Occupation Certificate. Also, the same is not available on the website on the Town and Country Planning, Haryana. Thus, the Authority is of the view that the Occupation Certificate has not been obtained till date which itself challenges the validity of the Offer of Possession, as the respondents cannot offer possession of the unit to the complainants without obtaining the Occupation Certificate.

18. The Authority is of the view that the demand as raised by the respondents on "Offer of Possession" was a pre mature demand and the same can only be raised after receiving the Occupation Certificate and thus, the interest as levied on the non-payment of the said demand is also invalid. Thus, the Authority hereby quashes the demand as raised by the respondents on the Offer of possession amounting to Rs.34,08,644/- and the respondents are directed to issue fresh offer of possession after obtaining the Occupation Certificate from the competent authorities.

- **Direct the respondents to execute the Conveyance Deed in favor of the complainants.**

19. The respondent is directed to execute the Conveyance Deed in favor of the complainants within a period of sixty days from the date of obtaining the Occupation Certificate.

- **Direct the respondents to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without delay to the complainants.**

20. The respondent is directed to handover physical possession of the unit to the complainants within a period of 30 days from the date of offer of possession, after obtaining the Occupation Certificate.

- **Direct the respondents to adjust all the benefits, including PID @7% along with interest.**

21. The complainants are seeking adjustment of the Principal Interest Due (PID) benefit at 7% on the paid amount till pre-handover in terms of Clause 2 of the Assignment Agreement. The Authority observes that the said relief has been sought on the basis of Clause 2 of the Assignment Agreement but the said Assignment Agreement is unexecuted and cannot be relied upon and the above said relief is thus, hereby declined.

- **Direct the respondents not to charge Maintenance Charges for a period of 12 months from the date of offer of possession.**

22. As far as the issue regarding maintenance charges is concerned, the respondent is entitled to demand the maintenance charges from the date of offer of possession, after obtaining the Occupation Certificate.

- **Award compensation of Rs.10,00,000/- along with the prevailing rate of interest, to the complainants for mental agony, harassment, financial loss, and deprivation of benefits arising from the respondents' deficiencies and unfair practices.**

23. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors. (supra)* has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

#### **G. Directions of the Authority.**


24. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to handover physical possession of the unit to the complainants within a period of 30 days from the date of offer of possession, after obtaining the Occupation certificate from the competent authorities.

- ii. The respondent is directed to execute the conveyance deed in favor of the complainants within a period of sixty days from the date of obtaining the Occupation Certificate.

25. Matter stands disposed off.

26. File be consigned to registry.

  
**(Phool Singh Saini)**  
**Member**

  
**(Arun Kumar)**  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

Dated:20.01.2026



**HARERA**  
**GURUGRAM**