BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no: 908 of 2026
Date of Filing: 09.03.2026
Date of Decision: 14.08.2026

M/s KSD Land Traders Private Limited
Office at: SCO 35, 1st Floor, Sector -15, Part – II, Huda Market, Gurugram, Haryana – 122001. **Complainant**

Versus

M/s Godrej Properties Limited
Office address: 3rd Floor, UM House, Tower – A, Plot NO.35, Sector – 44, Gurugram, Haryana – 122002. **Respondent**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:
Shri Sourabh Vashisth (Advocate) **Complainant**
Shri Saurabh Gauba (Advocate) **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 as provided under the provision of the Act or the rules and regulations made there under or to the allottees as per the memorandum of understanding executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the details of 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:

S. No.	Particulars	Details
1.	Name and location of the project	"GODREJ ARISTOCART" situated at Village Ghasola, Sector - 49, Gurugram.
2.	Nature of the project	Group Housing Colony
3.	Project area	9.56875 Acres
4.	DTCP license no.	147 of 2023 dated 18.07.2023 Valid up to 17.07.2028
5.	Name of licensee	M/s Godrej Properties Limited
6.	RERA Registered/ not registered	**Registered** 111 of 2023 dated 04.12.2023 Valid up to 31.12.2030
7.	Unit no.	GODACT6-0403, on 4th Floor, at Tower-6 (As per Clause F of AFS at page no. 32 of the complaint)
8.	Unit area	1407.32 sq. ft. (Carpet Area) 130.84 sq. mtrs. (Carpet Area) (As per Clause F of AFS at page no. 32 of the complaint)
9.	Allotment cum demand letter	06.01.2024 (As per page no. 17 – 26 of the complaint)
10.	Date of execution of agreement for sale	15.01.2024 (As per page no. 27 – 65 of the complaint)
11.	Possession clause	**5. TIME IS ESSENCE:** *The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the apartment along with parking (if applicable) to the allottee(s) and the common areas to the association of the allottees or the*

		competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The promoter shall endeavour to get the occupation certificate by on or before 31.10.2030 or and completion certificate by on or before 31.12.2030 or as may be extended by the authority. **Read with** **7. POSSESSION OF THE UNIT:** *7.1 Schedule for possession of the unit: The promoter agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.* *The promoter assures to handover possession of the apartment along with parking (if applicable) as per agreed terms & conditions on or before 30.12.2030 unless there is delay due to 'force majeure", Court orders, Government policy/ guidelines, estate decisions affecting the regular development of the real project...* **[Emphasis supplied]** (As per page no. 39 & 40 of the complaint)
12.	Due date of possession	**30.12.2030** (**Note**: The Due date is calculated as per possession clause 7.1 of AFS at page 40 of complaint, as provided by the promoter at the time of RERA Registration)
13.	Basic Sale Consideration	Rs.4,68,26,973.99/- (As per Price sheet i.e., Annexure – B annexed with AFS at page no. 63 of the complaint)

14.	Total Sale Consideration	Rs.5,56,38,835.17/- (As per Price sheet i.e., Annexure – B annexed with AFS at page no. 63 of the complaint)
15.	Amount paid by the complainant	Rs.2,51,23,300.88/- [inclusive of advance rebate total amounting to Rs.2,69,780.40/- given by respondent.] (As mentioned in SOA dated 23.07.2025 at page 66 of complaint)
16.	**Schedule C – Payment Plan**	

MILESTONE	BASE VALUE	REMAINING CHARGES
Application Money	5.00%	Other Charges (5.00%)
Within 7 days of booking	5.00%	IFMS Charges (10.00%) Other Charges (5.00%)
Within 60 days of booking	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
Within 90 days of booking	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Tower Ground Floor Slab	15.00%	IFMS Charges (15.00%) Other Charges (15.00%)
On Completion of 10th Floor Slab	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of 20th Floor Slab	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Terrace Slab	5.00%	IFMS Charges (5.00%) Other Charges (5.00%)
On Completion of Unit Internal Plaster	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Unit Flooring (Excluding wooden flooring)	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Application of Occupancy Certificate	5.00%	IFMS Charges (5.00%) Other Charges (5.00%)
On Intimation of Possession	5.00%	Common Area Maintenance (100.00%) IFMS Charges (10.00%) Other Charges (5.00%)

(As per Schedule C – Payment Plan annexed with AFS at page no. 58 of the complaint)

17.	**Annexure-B – Price Sheet**	

Details of Pricing: -		
Sr. No.	**Particulars of Consideration**	**Amount (INR)**
(i)	Towards the Carpet Area of Unit	4,68,26,973.99/-

	(ii)	Interest Free Maintenance Security	1,88,561.25/-
	(iii)	Common Area Maintenance	1,20,679.20/-
	(iv)	Estimated other Charges*	52,03,008.28/-
	A.	Cost of Property (COP) (i+ii+iii+iv)	5,23,39,222.72/-
	B.	Taxes #	32,99,612.45/-
	C.	**Total Price of Property (A+B)**	**5,56,38,835.17/-**
	*** Estimated Other Charges towards Infrastructure Charges, Power Back Up Charges & Club Charges.** * Common Maintenance Charges for 1 year from Completion Time Period are mentioned at an estimated rate. The actual maintenance charges will be calculated at the prevalent rates at the time of offer of possession. * Flat/Unit cost is paid towards RERA carpet area only. * GST/Taxes shall be as per Applicable Laws.		
	You hereby acknowledge that any discount) which have been offered/given to you by u s had been apportioned in the Cost of Property mentioned above. You shall not be eligible for any other further discount unless specifically mentioned in the application form/Agreement for Sale. Stamp Duty, Registration Charges and Other Government taxes, duties, levies are to be borne by you on actual basis.		
	(As per Price sheet i.e., Annexure – B annexed with AFS at page no. 63 of the complaint)		
18.	Email by complainant *w.r.t Clarification of Estimated other charges amounting to Rs.52,00,000/- (approx.)*	06.02.2026 & 17.02.2026 (As per page no. 67 – 69 of complaint)	
19.	Reply by respondent *[Clarifying other charges consists – Infrastructure Charges, Club Charges, Power back-up charges * any other allied charges, Further the said "Other charges" form an integral part of the total cost]*	18.02.2026 (As per page no. 70 – 73 of complaint)	
20.	Email by complainant *"seeking full details, as no proper classification has been given"*	18.02.2026 (As per page no. 70 of complaint)	
21.	Architectural certificate by respondent w.r.t completion of Tower-1, 10th Floor Slab Work	Letter – **Undated** *However, date of completion of Tower-1, 10th Floor Slab Work is mentioned is **27.06.2026.*** (As per page no.115 of reply))	
22.	Occupation certificate	Not yet obtained	
23.	Offer of possession	Not offered	

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint: -

a. That the complainant namely M/s KSD Land Trades Pvt. through its Director Mr. Sachin Dalal, referred to hereafter as the 'complainant', is involved in various real estate endeavours. These include constructing and developing both residential and commercial real estate projects, as well as engaging in activities such as purchasing, selling, renting, and managing self-owned or leased real estate properties, such as apartments, residential structures, and non-residential buildings.

b. That the respondent is involved in various real estate endeavours. These include constructing and developing both residential and commercial real estate projects, as well as engaging in activities such as purchasing, selling, renting, and managing self-owned or leased real estate properties, such as apartments, residential structures, and non-residential buildings.

c. That the respondent namely "Godrej Properties Limited", having their head office in Mumbai and regional office in Gurugram, is in the process of developing group housing colony under the name and style "GODREJ ARISTOCRAT" herein after referred to as the "Project" which comprises of 6 towers and 728 units and such other development as may be permitted on the said land. The said project is duly registered with the Haryana Real Estate Regulatory Authority Gurugram wide registration no. RC/REP/HARERA/GGM/767/499/2023/111 dated 04.12.2023.

d. The complainant, relying on the representations made by the respondent, proceeded to book an apartment in their project, Subsequently, the complainant had booked an apartment in the above-said project. An allotment letter dated 06.01.2024 along with payment plan had been issued in favor of the complainant, for the apartment no. GODACT6-0403, situated

on the 4th floor of Tower Number 6, with a carpet area of 130.84 square meters. Additionally, the sale agreement was executed on 15.01.2024, which included the above said apartment, 2 parking spaces, with specific parking numbers and areas to be allotted at the time of conveyance.

e. Moreover, complainant has reviewed the breakup of the cost sheet provided by respondent, which outlines the pricing details along with the terms and conditions applicable to the purchase of the unit. Upon examining it, discovered that respondent have listed an amount of Rs.52,03,008.28/- as *"Estimated Other Charges."* Under the "terms and conditions" section, respondent have described these charges as related to infrastructure, power backup, and club facilities. However, respondent have failed to provide a clear breakdown or detailed calculation of each of these charges, along with their bifurcation. The pricing details lack clarity, particularly regarding the specific charges for infrastructure. There is no explanation of the type of construction planned under infrastructure, and the costs associated with power backup are also not clearly outlined

f. Furthermore, the respondent provided a payment plan along with the aforementioned documents, outlining the work milestones and corresponding charges. That the complainant has duly made payments strictly in accordance with the payment schedule and demand letters issued by the respondent. The payments made by the complainant are duly reflected in the statement of account issued by the respondent. As on date, the complainant has paid a total sum of Rs.2,51,23,300/-, inclusive of applicable TDS, towards the sale consideration of the said unit.

g. That the respondent has raised and continues to demand an amount of Rs.52,03,008.28/- under the vague and ambiguous head "Estimated Other Charges", purportedly towards infrastructure charges, power backup

charges and club charges. However, the respondent has failed to provide any detailed bifurcation, calculation sheet, documentary basis, statutory backing, or contractual justification for the said charges. The absence of transparency and clarity in levy of such substantial charges is arbitrary, unreasonable and contrary to the disclosure obligations mandated under the Real Estate (Regulation and Development) Act, 2016.

h. That the agreement for sale does not provide any open-ended or unilateral right to the respondent to levy indeterminate and unsubstantiated charges without disclosure of their basis and computation. The respondent cannot, under the garb of "estimated" charges, impose financial liabilities upon the complainant without clearly specifying: In the absence of such disclosure, the levy amounts to unfair trade practice and unjust enrichment.

i. That the complainant, vide emails dated 06.02.2026, 17.02.2026 and 18.02.2026, specifically requested the respondent to furnish an item-wise breakup and documentary justification of the "Estimated Other Charges" along with clarification regarding the methodology of computation and contractual basis thereof. Despite repeated written communications, the respondent has failed and neglected to provide the requisite information.

j. That under Sections 11 and 12 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is under a statutory obligation to make full and true disclosure of all project-related costs and charges. The arbitrary and non-transparent levy of substantial financial demands without proper disclosure violates the statutory scheme of transparency envisaged under the Act. The respondent's conduct is in derogation of its obligations as a registered promoter.

k. That the cause of action firstly arose on the date when an allotment letter dated 06.01.2024, along with the payment plan (ANNEXURE B), was issued

in favor of the complainant's director for Apartment Number GODACT6-0403, situated on the 4th floor of Tower Number 6, with a carpet area of 130.84 square meters. The cause of action further arose when on 15.01.2024, both parties entered and executed a sale agreement for the same apartment. The cause of action further arose when complainant paid the demanded instalments to the respondent.

I. Since, the cause of action arose at Gurugram, where the complainant resides at Gurugram & the said project is also at Gurugram as such this Authority has the territorial jurisdiction to try and entertain the present complaint.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):

I. Declare that the demand raised by the respondent under the head "estimated other charges" amounting to Rs.52,03,008.28/- without proper bifurcation, disclosure and documentary justification is arbitrary, illegal and contrary to the provisions of the Act, 2016;

II. Direct the respondent to provide a detailed item-wise breakup, calculation methodology, statutory basis and documentary proof in respect of the said "Estimated other charges";

III. In the alternative, if this Hon'ble Authority comes to the conclusion that the arbitrary and non-transparent financial demands constitute material breach of statutory obligations, permit the complainant to withdraw from the project and direct refund of the amount paid by the complainant along with applicable interest as per the provisions of the Act;

IV. Award cost of the present proceedings in favor of the complainant;

V. Pass such other and further order(s) as this Hon'ble Authority may deem fit and proper in the interest of justice.

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

D. Reply by the respondent:

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

a. At the very outset, the respondent categorically denies each and every allegation, averment, and contention raised in the complaint filed by the complainants, except those specifically admitted herein. Nothing stated in the complaint shall be deemed to have been admitted merely by reason of non-traverse or otherwise.

b. That the entire premise of the complainant pertains around the alleged estimated other charges being charged by the respondent. However, the opposite party from the very inception is transparent regarding the cost price of the unit and the same was clearly disclosed to the complainant from the very inception which can be evidenced from the allotment letter dated 06.01.2024 wherein the Annexure-A i.e. Detailed Break-up of Cost Fee clearly depicts that Column (iv) of the Cost Price includes "estimated other charges of Rs.52,03,008.28/- and further from the agreement for sale executed between the parties on 15.01.2026 wherein Annexure - B i.e. the price sheet of the unit also specified that cost price includes "estimated other charges of Rs.52,03,008.28/-.

c. That the aforesaid detailed break-up of the cost price was not only provided to the complainant at the relevant time but also formed an integral part of the payment plan of the said project, which was duly acknowledged and accepted by the complainant in the contractual documents without any protest or demur.

d. That the complainant, of their own free will and after conducting independent due diligence, voluntarily applied for allotment of the above-mentioned flat in the said project. The respondent, being a responsible and law-abiding promoter, had duly and transparently disclosed the aforesaid "estimated other charges" under clause 2 of terms of the allotment letter dated 06.01.2024, which was accepted by the complainant without any demur.

e. That present complaint is ex facie misconceived and not maintainable, as the complainant seeks to challenge contractual terms which were consciously and voluntarily accepted at the time of execution without any protest on behalf of the complainant at the time of the Agreement for Sale dated 15.01.2024 in which clause 1.2 (ii) specifically mentions these extra charges that have been specified in total price of the apartment forms a part of the total consideration of Rs.5,56,38,835.17/-. The complainant, after having accepted the entire pricing structure including all components of the said consideration, shall now not be permitted to question the same as it would be the violation of the contractual terms binding on both parties.

f. That the aforesaid "Estimated Other Charges" were duly and transparently disclosed to the complainant at the time of booking as well as at the execution of the agreement, and the complainant accepted the same without any protest or demur. The nature and components of such charges, including infrastructure charges, power backup charges and club-related charges, are also reflected in the allotment letter and the agreement to sale.

g. That the agreement to sale dated 15.01.2024 itself unequivocally records the informed consent and complete understanding of the complainant with respect to all the terms and conditions contained therein. Clause G of the said agreement specifically provides that the parties have carefully read,

understood, and mutually agreed to the rights and obligations set out therein, thereby clearly evidencing conscious acceptance of the contractual framework without any reservation or protest at the time of execution.

h. That clause H of the agreement to sale categorically records that the parties have executed the agreement with full knowledge of all applicable laws, rules, regulations, and notifications governing the project.

i. In light of these explicit contractual acknowledgments, the complainant is estopped from raising any belated grievance on the pretext of lack of disclosure or misunderstanding, and the present allegations are therefore wholly untenable, being contrary to the admitted terms of the agreement and hit by the principles of estoppel, acquiescence, and waiver.

j. That the present complaint has been instituted with the sole intent to evade the due process of law and to arm-twist the respondent. The complainant was contractually bound to make payments strictly in accordance with the agreed payment plan; however, owing to its own financial constraints and inability to arrange funds, the complainant has raised baseless and untenable grievances which are not maintainable under the terms of the agreement to sale. The conduct of the complainant clearly reflects an attempt to wriggle out of its contractual obligations by creating frivolous disputes, rather than adhering to the binding terms mutually agreed between the parties.

k. That a bare perusal of para (a) and (c) of the relief sought in the present complaint would unequivocally demonstrate that the complainant lacks the financial capacity to honour its payment obligations and is, in effect, seeking to withdraw from the project. Such withdrawal, however, cannot be permitted without the consequences expressly stipulated under the

agreement to sale, including forfeiture of the booking amount and liability towards interest on delayed payments.

l. That as per clause 7.5 of the agreement to sale specifically governs the rights and obligations of the parties in the event of cancellation or withdrawal by the allottee. The said clause categorically provides that where the allottee, i.e., the complainant, seeks to cancel or withdraw from the project without any fault attributable to the promoter, i.e., the respondent, the promoter shall be entitled to forfeit the entire booking amount, along with interest on delayed payments, on account of breach of the agreement and non-payment of dues payable to the promoter. In view of the aforesaid, the present complaint is nothing but an attempt to circumvent the contractual consequences of such withdrawal and is therefore liable to be dismissed at the threshold.

m. That the present complaint is wholly misconceived and not maintainable, inasmuch as no demand has been raised by the respondent in respect of the alleged "estimated other charges." a bare perusal of the annexure c-3 i.e. statement of accounts relied upon by the complainant itself would reveal that there is no bill, invoice, or demand raised for the amount of Rs.52,03,008.28/-, thereby clearly establishing that the grievance sought to be raised is premature and devoid of any factual basis.

n. That the committed date of possession under clause 7.1 of the agreement to sale is 30.12.2030, which has admittedly not yet arrived. The respondent continues to undertake the construction of the project strictly in accordance with the contractual timeline and has not committed any breach of its contractual or statutory obligations. In the absence of any demand towards the alleged charges, any delay in possession or any other default

attributable to the respondent, no cause of action has accrued in favour of the complainant.

o. That the complainant is raising the grievance of alleged "estimated other charges" at this stage to take an exit from the project as the complainant lacks the financial capacity to honour its payment obligations and is, in effect, seeking to withdraw from the project due to his own lacking in complying with the terms and conditions of the contractual documents without there being any default on part of the respondent.

p. That in the absence of any demand, the allegations of the complainant are entirely speculative and unsustainable in law. The present complaint has been instituted solely with the ulterior motive of seeking refund of the amount already paid and to facilitate withdrawal from the project, contrary to the agreed terms of the agreement to sale. Such conduct on the part of the complainant amounts to an abuse of the process of law and renders the present complaint liable to be dismissed at the threshold. annexure c-3 is reiterated and reproduced herein:

q. That only after making substantial payments in terms of the agreed payment plan, the Director of KSD Land Trades Pvt. Ltd., on behalf of the complainant, raised a query regarding the "estimated other charges" vide e-mail dated 06.02.2026, i.e., nearly two years after execution of the agreement to sale.

r. The respondent, acting in a bona fide and transparent manner, promptly responded to the said queries through its grievance redressal department vide e-mails dated 12.02.2026 and 18.02.2026, duly addressing and clarifying the components of the said charges as already reflected in the agreement to sale.

s. The said conduct clearly demonstrates absence of any concealment or arbitrariness on part of the respondent, and establishes that the present complaint is a belated afterthought, devoid of merit, and liable to be dismissed.

t. That the present complaint is wholly devoid of any cause of action, as no breach of any contractual or statutory obligation has been committed by the respondent.

u. That the complainant, having duly executed the agreement to sale dated 15.01.2024 and having accepted all the terms and conditions contained therein without any demur, has chosen to institute the present proceedings after an inordinate delay of nearly two years. Such belated grievance, in the absence of any intervening breach, is clearly unsustainable and liable to be rejected at the threshold.

v. That the grievance raised by the complainant pertains merely to a component of the agreed sale consideration, namely the "Estimated Other Charges", which were expressly disclosed and form an integral part of the contractual framework.

w. The said charges have been specifically incorporated under clause 1.2(ii) of the agreement to sale as well as clause 2 of the allotment letter, and are duly reflected in the payment plan, all of which were accepted and agreed upon by the complainant. In view thereof, the present complaint does not give rise to any enforceable claim and is nothing but a misconceived attempt to reopen concluded contractual terms.

7. All other averments made in the complaints were denied in toto.

8. Copies of all the relevant documents have been filed and placed on the 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:

9. 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

10. 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

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

> ***Section 11***
> .....
> *(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

12. So, in view of the provisions of the Act of 2016 quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief(s) sought by the complainant:

F.I Declare that the demand raised by the respondent under the head "estimated other charges" amounting to Rs.52,03,008.28/- without proper bifurcation, disclosure and documentary justification is arbitrary, illegal and contrary to the provisions of the Act, 2016;

F.II Direct the respondent to provide a detailed item-wise breakup, calculation methodology, statutory basis and documentary proof in respect of the said "Estimated other charges";

F.III In the alternative, if this Hon'ble Authority comes to the conclusion that the arbitrary and non-transparent financial demands constitute material breach of statutory obligations, permit the complainant to withdraw from the project and direct refund of the amount paid by the complainant along with applicable interest as per the provisions of the Act;

F.IV Pass such other and further order(s) as this Hon'ble Authority may deem fit and proper in the interest of justice;

F.V Award cost of the present proceedings in favor of the complainant;

13. In the present complaint, the complainant, at the time of filing of complaint, expressed its wish to withdraw from the project. However, during the proceedings dated 14.08.2026, the counsel for the complainant clarified that the complainant does not wish to withdraw from the project. Accordingly, the Authority considers that the complainant is not interested in seeking refund and intends to continue with the project.

14. In view of the above circumstances, the question that arises before the Authority is whether the complainant is entitled to delay possession charges as on date or not and whether the respondent is under obligation to deliver the physical possession of the subject unit to the complainant, in accordance with the terms and conditions of the agreement for sale dated 15.01.2024.

15. The Authority observes that vide allotment letter dated 06.01.2024, the complainant was allotted an apartment bearing no. GODACT6-0403, situated on the 4th floor in Tower – 6, admeasuring carpet area of 130.84 square meters in the project "Godrej Aristocart" at Sector – 49, Gurugram, being developed by the respondent herein. Subsequently, an agreement for sale was executed interse parties on 15.01.2024 for the said unit along with two (2) parking

spaces. As per the price sheet and payment plan annexed with the allotment letter as well as agreement for sale, the basic sale consideration of the subject unit in question is Rs.4,68,26,973.99/- and total sale consideration is Rs.5,56,38,835.17/-, against which the complainant has paid an amount of Rs.2,51,23,300.88/- *(inclusive of advance rebate total amounting to Rs.2,69,780.40/-)* to the respondent/ promoter.

16. **Due date of possession:** As per clause 5 and 7 of the agreement for sale dated 15.01.2024, the promoter assured to handover possession of the subject unit along with parking (if applicable) on or before 30.12.2030. The relevant clauses are reproduced below for reference: -

> ***5. TIME IS ESSENCE:***
> *The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the apartment along with parking (if applicable) to the allottee(s) and the common areas to the association of the allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The promoter shall endeavour to get the occupation certificate by on or before 31.10.2030 or and completion certificate by on or before 31.12.2030 or as may be extended by the authority.*
>
> ***Read with***
>
> ***7. POSSESSION OF THE UNIT:***
> *7.1 Schedule for possession of the unit: The promoter agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.*
> ***The promoter assures to handover possession of the apartment along with parking (if applicable) as per agreed terms & conditions on or before 30.12.2030*** *unless there is delay due to 'force majeure", Court orders, Government policy/ guidelines, estate decisions affecting the regular development of the real project...*
>
> ***[Emphasis supplied]***

17. Accordingly, the due date of possession for the subject unit comes out to be 31.12.2030.

18. The respondent has pleaded that it is evident from the Annexure-A i.e. Detailed Break-up of cost price of the allotment letter dated 06.01.2024 wherein that

Column (iv) of the Cost Price includes "estimated other charges of Rs.52,03,008.28/- and further from the agreement for sale executed between the parties on 15.01.2024 wherein Annexure - B i.e. the price sheet of the unit also specified that cost price includes "estimated other charges of Rs.52,03,008.28/-. The aforesaid detailed break-up of the cost price was not only provided to the complainant at the relevant time but also formed an integral part of the payment plan of the said project, which was duly acknowledged and accepted by the complainant in the contractual documents without any protest. He further pleaded that the respondent is raising demands as per the payment plan and the complainant is liable to pay.

19. The Authority has gone through the price sheet i.e., Annexure – B and payment plan i.e., Schedule – C, annexed with the Agreement for sale dated 15.01.2024, which was duly agreed and signed by both the parties, which is reproduced for ready reference: -

Annexure-B – Price Sheet

Details of Pricing: -		
Sr. No.	**Particulars of Consideration**	**Amount (INR)**
(i)	Towards the Carpet Area of Unit	4,68,26,973.99/-
(ii)	Interest Free Maintenance Security	1,88,561.25/-
(iii)	Common Area Maintenance	1,20,679.20/-
(iv)	Estimated other Charges*	52,03,008.28/-
A.	Cost of Property (COP) (i+ii+iii+iv)	5,23,39,222.72/-
B.	Taxes #	32,99,612.45/-
C.	**Total Price of Property (A+B)**	**5,56,38,835.17/-**
*** Estimated Other Charges towards Infrastructure Charges, Power Back Up Charges & Club Charges.** * Common Maintenance Charges for 1 year from Completion Time Period are mentioned at an estimated rate. The actual maintenance charges will be calculated at the prevalent rates at the time of offer of possession. * Flat/Unit cost is paid towards RERA carpet area only. * GST/Taxes shall be as per Applicable Laws.		
You hereby acknowledge that any discount) which have been offered/given to you by u s had been apportioned in the Cost of Property mentioned above. You shall not be eligible for any other further discount unless specifically mentioned in the application form/Agreement for Sale.		

Stamp Duty, Registration Charges and Other Government taxes, duties, levies are to be borne by you on actual basis.

(As per Price sheet i.e., Annexure – B annexed with AFS at page no. 63 of the complaint)

Schedule C – Payment Plan

MILESTONE	BASE VALUE	REMAINING CHARGES
Application Money	5.00%	Other Charges (5.00%)
Within 7 days of booking	5.00%	IFMS Charges (10.00%) Other Charges (5.00%)
Within 60 days of booking	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
Within 90 days of booking	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Tower Ground Floor Slab	15.00%	IFMS Charges (15.00%) Other Charges (15.00%)
On Completion of 10th Floor Slab	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of 20th Floor Slab	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Terrace Slab	5.00%	IFMS Charges (5.00%) Other Charges (5.00%)
On Completion of Unit Internal Plaster	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Completion of Unit Flooring (Excluding wooden flooring)	10.00%	IFMS Charges (10.00%) Other Charges (10.00%)
On Application of Occupancy Certificate	5.00%	IFMS Charges (5.00%) Other Charges (5.00%)
On Intimation of Possession	5.00%	Common Area Maintenance (100.00%) IFMS Charges (10.00%) Other Charges (5.00%)

(As per Schedule C – Payment Plan annexed with AFS at page no. 58 of the complaint)

20. The respondent has further pleaded that it has been raising demands in accordance with the payment plan and the complainant is liable to pay the same. The counsel for the respondent vide proceedings dated 14.08.2026 has submitted that the due date of delivery of possession is 30.12.2030 and therefore, the present complaint is pre-mature.

21. It is matter of record that the complainant booked the aforesaid unit under the above-mentioned payment plan and paid an amount of Rs.2,51,23,300.88/- *(inclusive of advance rebate total amounting to Rs.2,69,780.40/-)* towards basic sale consideration of Rs.4,68,26,973.99/- and total sale consideration of Rs.5,56,38,835.17/- which constitutes 53.65% of basic sale consideration and 45.15% of total sale consideration and it has paid the last payment only on 10.03.2025.

22. It is pertinent to mention here that as per Section 19(6) & 19(7) of Act of 2016, the allottee is under obligation to make payments towards consideration of allotted unit as per agreement for sale dated 15.01.2024.

23. Upon due consideration of the pleadings on record and the submissions advanced by the parties, the Authority is of the view that since, the complainant does not wish to withdraw from the project and the due date of possession i.e., 30.12.2030 has not been lapsed and the present complaint was filed on 09.03.2026 i.e., much prior to the expiry of due date of possession.

24. Further this Authority finds that the complainant has failed to plead or demonstrate any specific contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 in the present matter. Neither the complaint nor the oral or written submissions disclose the particular statutory provision under which relief has been sought, nor do they establish a cause of action maintainable before this Authority. Accordingly, the complaint filed by the complainant is pre-mature, as the obligation on the part of promoter under the provisions of the Act, 2016, had not crystalized neither at the time of filing of the present complaint i.e., on 09.03.2026 nor at the time of disposal of the present complaint.

25. In the absence of any pleaded violation of the Act, 2016 and for want of a clearly articulated statutory basis for the relief claimed, the complaint is rendered

legally untenable. Accordingly, the present complaint is dismissed as not maintainable at this stage and is hereby dismissed with liberty to the complainant to file a fresh complaint.

26. Complaint as well as applications, if any, stands disposed of accordingly.

27. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.08.2026

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