

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

**Complaint no.** : 2256 of 2022  
**Order reserved on** : 27.03.2025

**Gunjan Kundu**

R/o:-636-C, Opp, NH-8, Sector 15, Part-1,  
Gurgaon, Haryana-122001

**Complainant**

Versus

**M/s Ardee Infrastructure Pvt. Ltd.**

Regd. Office: Dr. Gopal Dass Bhawan, 16<sup>th</sup> Floor, 28  
Barakhamba Road, New Delhi-110001

**Respondent**

**Coram:**

Shri Vijay Kumar Goyal

**Member**

**Appearance:**

Shri Green Agarwal  
Shri Venket Rao

Advocate for the Complainant  
Advocate for the Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee in Form CRA 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 to the allottee as per the agreement for sale executed *inter se* them.
  - 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:

1.	Name and location of the project	"Ardee City", Village Bindapur & Wazirabad, Gurugram
2.	Nature of the project	Residential Complex
3.	DTCP License	i. 58-67 of 1995 dated 29.12.1995 ii. 49-65 of 2002 dated 18.11.2002 iii. 1-9 of 1997 dated 15.02.1997 IV. 2-13 of 1998 dated 17.03.1998 (As per page no. 21 of complaint)
4.	HRERA registered/ not registered	Not registered
5.	Allotment letter dated	Not placed of record
6.	Date of execution of flat buyer's agreement	03.04.2014 (As per annexure- P2 on page no. 25 of the complaint) Executed between Original allottee i.e. M/s Ardee Real Estate & Housing Private Limited & the respondent.
7.	Plot no.	H-4B on 14 <sup>th</sup> floor, Tower 1 (As per page no. 26 of the complaint)
8.	Super Area	240 sq. yards. (As per page no. 26 of the complaint)
9.	Possession clause	<i>24. In order to ensure rapid development of the Colony, augmentation of housing stock and early habitation, it shall be incumbent upon the Purchaser and the Purchaser shall be bound to commence construction of the house on the plot in accordance with the guidelines prescribed by the Haryana Govt. and after obtaining approval of building plans from the concerned Competent Authority of the Govt. of Haryana not later than a period of 3 years to be reckoned from the date of intimation to take possession is sent by the Seller to the Purchaser. In case the Purchaser fails to</i>

		<p><i>take possession is sent by the Seller to the Purchaser. In case the Purchaser fails to commence construction within the stipulated period, the Seller shall be entitled to resume the plot, refund the amount paid by the Purchaser, without any interest, and to re-sell the plot to somebody else- Provided that the Seller in its sole discretion may extend the aforesaid period for construction upon payment by the Purchaser to it of additional charges at the rate of Rs. 30/- per sq.mt. (25/-per sq.yd.) per year. A provision to this effect will also be incorporated in the Sale Deed and the Purchaser shall be bound by the same.</i></p> <p>(As per page no. 31 of complaint)</p>
10.	Due date of delivery of possession	03.04.2017 (As per BBA)
11.	Payment plan	Down payment plan (As per payment plan on page no. 34 of the complaint)
12.	Basic sale consideration	Rs.2,20,800/- (As per payment plan on page no. 34 of the complaint)
13.	Total amount paid by the Original allottee to respondent	Rs.2,20,800/- (As per page no. 26 of complaint)
14.	Amount paid by the complainant to original allottee	1,28,40,000/- (As per page no. 53 of complaint)
15.	Occupation Certificate	Not Placed on record
16.	Completion certificate	Not Placed on record
17.	Unit Handover to Original Allottee	In year 2014 (Stated by both the parties in complaint and reply)

18.	Endorsement sheet in favour of complainant dated	02.08.2021 (As per page no. 35 of complaint)
19.	Conveyance deed in favour of complainant	19.08.2021 (As per page no. 48 of complaint)
20.	Email raising concern w.r.t. development of services	11.02.2022 (As per page no. 52 of complaint)
21.	Letter by respondent regarding completion of work etc.	01.06.2022 (As per page no. 23 of reply)

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint:
- The complainant was interested in the project as it was a plotted colony and the complainant desired their own home for himself and his family. The respondent advertised its projects extensively through advertisements, channel partners, agents, etc.
  - Pendency of development work after many years from offer of possession/physical possession of work is core concern of buyer. Builder offered the possession without completing development work, the buyers are not sure whether it will be completed. Builder was given physical possession in 2014 but most of development work like road, water supply, electricity, sewerage land scaping is still pending.
  - The complainant approached to the respondent initially for booking of a plot admeasuring 200 sq. mts. (240 sq. yards) in the project "Ardee City" situated at village Bindapur and Wazirabad Tehsil and Distt- Gurugram Haryana but at that time plot was not available with the builder directly but available with Ardee Real Estate and Housing Pvt. Ltd.



- iv. The builder buyer agreement was executed between respondent and previous buyer, mentioned in developer's representations, DTCP given the licences to developed a residential colony named Ardee City. The licences 58-67 of 1995 dated 29/12/1995, 49-65 of 2002 dated 08/11/2002, 1-9 of 1997 dated 15/02/1997 & 2-13 of 1998 dated 17/03/1998. The licences were granted in the name of Gopal Dass Estates and Housing Pvt. Ltd and Another's. As per condition of renewable of license builder was not received the EIA clearance till 19/05/2021.
- v. Based-on BBA previous buyer was booked the plot on dated 27/03/2014 and paid whole amount Rs 220800/- at the time of booking. The respondent to dupe the previous buyer in their nefarious net even executed buyer agreement signed between M/S Ardee Infrastructure Pvt. Ltd and Ardee Real Estate Housing Pvt. Ltd. on dated 03/04/2014 for plot no. H-4B admeasuring 200 Sqmt Same was endorsed in the name of complainant (Mr. Gunjan Kundu) on dated 02/08/2021. Just to create a false belief that the basic amenity of plot like road, sewerage, electricity and water of project shall be completed.
- vi. As per BBA total cost of plot was Rs, 2,20,800/- and 100 % amount was payable at the time of booking/registration. The previous buyer was paid full amount in time bound manner and same documents was endorsed in the name of complainant. The complainant was paid Rs, 12,00,000/- for brought this plot and Rs. 8,40,000/- for stamp duty.
- vii. As per agreement clause 4 " *The above agreed price of the plot covers development of internal services, such as construction/laying of Roads, waterline, drainage line and arrangement for sewage disposal, horticulture and street lighting with in peripheral limit of said colony.....*", However, builder not completed the internal development work after requesting

many times. the plot facing 9 mts road as per plan and road was not developed.

- viii. The respondent was given the physical possession on dated 02/05/2014 along with certificate in which mentioned dimensions of plot fall in zoning of Ardee city. After giving physical possession of plot in 2014. Most of development work still pending till today. The respondent was executed the conveyance deed on dated 19/08/2021. But internal development work still pending.
- ix. The complainant approached the respondent many times and pointed out the deficiencies, delay and the false promises by the respondent, and sought a clear timeline for completion of road work and other pending work. In reply respondent given false assurance but road work yet not started, resulting in the abandonment of the development of road work of project. After getting unreasonable excuses, complainant filed the complainant before authority.
- x. The respondent always given tentative time line but not start the road and other development work. The complainant visited project site many times and found that builder had not carried out any development, and was shocked to notice that the place was not habitable at all. No connecting road, mountains of rotting garbage on either side of the road and adjoining plots. The complainant then visited the office of the respondent and explained to the respondent how no development work had taken place and the handover was done on the basis of false commitment. The meeting turned out to be a wasteful exercise as no clarity was provided by the respondent. The complainant humbly apprised the respondent as how he was suffering.



- xi. The complainant had constantly been communicating with the respondent from dated march 2021 and. At last complainant wrote detailed email dated 11/02/2022 to respondent, highlighting the deficiency of services rendered on Ardee city and asking / requesting them to attend the matter with highest priority wherein the complainant mentioned concern of road related to plot.
- xii. The respondent was liable to hand over the possession of a said plot after completion of development but wasn't. In builder buyer agreement builder wasn't mention the completion time of colony. even builder not mentioned the date of possession. Builder executed the conveyance deed without carried and completing the development work this is illegal arbitrary and unilateral.
- xiii. Due to pending road work complainant was not able to do construction on site or resale the plot. Any person not shown interest to buy this plot which have no proper excess. As per respondent if conveyance deed was done than no need to complete the pending development work. When seen the project site it's just seem like garbage area.
- xiv. After the paying all dues which was mentioned in the offer of possession complainant visited the office of builder in small interval even wrote the email dated 11.03.2022 and asked about the balance development work in the reply given the assurance complainant continue to peruse the matter, but till today builder not start the development work without completing development work executed the conveyance deed this illegal arbitrary and unilateral.
- xv. It is highlighted that the complainant had taken plot for self-residing. The builder given physical possession on dated 02/05/2014. However, not disclosed the status of completion certificate obtained by the builder or not, this is still question.

- xvi. After paying more than 100 % amount the complainant have repeatedly been seeking development work of colony However, the queries of the complainant were never satisfactorily replied or got false assurance of early start of work. The respondent was always vague and evasive to such requests.
- xvii. The respondent has indulged in all kinds of tricks and blatant illegality, misrepresentation and huge mental and physical harassment of the complainant and their family. All the savoured dreams, hopes and expectations of the complainant have been rudely and cruelly been dashed to the ground. After failing to get any response from the respondent to his various posers from time to time, the complainant is eminently justified in seeking balance development work of plot and delayed possession charges.

**C. Relief sought by the complainant**

4. The complainant has filed the present compliant for seeking following reliefs:
- Direct the respondent to develop plotted colony – road, sewerage, land scaping, water and electric facility completed in stipulated time.
  - Direct the respondent to delay interest on paid amount of Rs.1,28,40,000/- from the due date to till road and other development work will be completed.
  - Direct the respondent not to charge interest for every month of delay at prevailing rate of interest- as per RERA Act.
5. On the date of hearing, the authority explained to the respondent /promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act and to plead guilty or not to plead guilty.

**D. Reply by the respondent**

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





- i. That plot bearing no. H-4B admeasuring 200 sq. mts. (240 sq. yds.) in the residential colony "Ardee City" situated at Sector-57, Gurugram, was originally allotted to M/s Ardee Real Estate & Housing Pvt. Ltd. (hereinafter referred to as the "original allottee") for a total sale consideration of Rs. 2,20,800/- which was paid by the original allottee on 27.03.2014 and pursuant to the same a plot buyer agreement (hereinafter referred to as the "PBA") dated 03.04.2014 was executed between the original allottee and the respondent.
- ii. As per the agreed terms and conditions by the parties and recorded in clause 23 of the PBA, the plot was to be handed over after the total sale consideration is paid by the purchaser. That relevant portion of clause 23 is reproduced herein below for the convenience of the Ld. Authority:  
*".... the possession will be given to the Purchaser only when the Purchaser makes payment of the balance price and all other dues as stipulated in this Agreement..."*  
Since, the entire sale consideration has already been paid by the original allottee on 27.03.2014, the respondent after completing the requisite formalities handed over the physical possession of the plot in question to the original allottee on 02.05.2014. Thereafter, the respondent made numerous requests to the original allottee for execution of the conveyance deed however, the original allottee never came forward to execute the conveyance deed.
- iii. The complainant of its own admittance throughout the complaint, has clearly acknowledged that the physical possession was handed over in 2014 to the original allottee by the respondent.
- iv. Thereafter, in the year 2021 the complainant approached the original allottee for purchasing the said plot from the original allottee. accordingly, the said plot was sold to the complainant from the original allottee and the

A



- PBA & other documents were transferred to complainant by way of endorsement from on 02.08.2021.
- v. Since the complainant was fully satisfied that the development works of the said plot was complete, he requested for execution of the conveyance deed. Accordingly, after the endorsement of the plot the complainant paid the stamp duty for the execution of the conveyance deed and the same was executed on 19.08.2021.
  - vi. The present complainant is the subsequent allottee of the plot in question. Since the complainant is a subsequent allottee, he was well aware that physical possession of the plot was with the original allottee since 2014, and he was also aware of all the terms and conditions of the PBA before the same was endorsed in his favour and execution of the conveyance deed.
  - vii. That physical possession of the plot in question has already been handed over to the original allottee within 30 days from the date of execution of the PBA. Thereafter, the plot was endorsed in favour of the complainant/ subsequent allottee on 02.08.2021 and the conveyance deed dated 19.08.2021 was executed with the complainant / subsequent allottee within 18 days from the date of endorsement of the plot in question. Therefore, it can be safely concluded that there has been no delay in handing over of the possession of the plot in question and the allegation of the complainant that there has been a delay in handing over the possession of the unit cannot be accepted, since the complainant has failed to substantiate its claim with any evidence thereof.
  - viii. Without prejudice, or without admitting anything with regard to the allegation that there was a delay in handing over the possession of the plot in question, reliance may be placed on the judgement of the Hon'ble Apex Court delivered in the matter of *M/s Laureate Buildwell Pvt. Ltd. vs*

A✓



*Charanjeet Singh*" (Civil Appeal No. 7042 of 2019). In the said matter the subsequent allottee claimed a refund along with the interest from the respective dates when the instalments were paid to the Laureate, which included the instalments paid by the original allottee. That the Hon'ble Apex Court after hearing the contention of both parties directed refund of the principal amount with interest from the date when the builder acquired the knowledge or acknowledged the transfer of the unit to the subsequent allottee.

- ix. The complainant at the time of endorsement stepped into the shoes of the original allottee and since the original allottee has accepted the physical possession of the plot in 2014 without any protest or dispute, it may be said that the subsequent allottee also got the possession of the plot when the same was endorsed in his favour i.e., on 02.08.2021. Therefore, by no stretch of imagination, it can be said that there was a delay in handing over possession of the plot.
- x. Furthermore, the conveyance deed for the plot in question has already been executed on 19.08.2021, which clearly indicates that the respondent has discharged its obligations & liabilities. As per the provisions of the RERA Act, 2016 after the execution of the conveyance deed, the promoter is only responsible for removal of workmanship defects or structural defects in the building. Since the present case is of allotment of plot, therefore, the above-mentioned defects cannot arise in this case, nor the complainant has alleged any workmanship defects or structural defects. Moreover, in present, the issue is not about the defective title of the land. Hence, it is most respectfully submitted that the present complainant is nothing but a web of lies, filed by the complainant with an ulterior motive of extracting illegitimate monetary benefit from the respondent.

A



- xi. The complainant vide the present complaint is seeking delay penalty under section 18 of the RERA Act, 2016. However, it is important to highlight herein that Section 18 of the RERA Act, is not applicable in the present case, the reason being that the possession of the plot was handed over in 2014 and the same is acknowledged by the complainant in his complaint.
- xii. The delay penalty charges are to be paid by the promoter in cases where the promoter failed to hand over the possession of the unit to the allottee. However, in the present case, the respondent, as per the PBA's terms and conditions has already handed over the possession of the plot to the original allottee in 2014 only. It is reiterated herein that the respondent as per the provisions of the RERA Act, 2016 has also executed the conveyance deed in favour of the complainant. Moreover, it is admitted fact on behalf of the complainant that the possession was handed over in 2014 only, therefore, there is no delay in handing over the possession of the plot on part of the respondent. Thus, in view of the above-mentioned submissions Section 18 of the RERA Act, 2016 is not applicable in the present case.
- xiii. The complainant claims that he has paid Rs. 1,20,00,000/- as the sale consideration of the plot and Rs. 8,40,000/- as Stamp Duty. Further, the complainant vide the present complaint is claiming interest for delay possession on Rs. 1,28,40,000/-.
- xiv. That not a single penny from Rs. 1,28,40,000/- was paid to the respondent. That the complainant has paid Rs. 1,20,00,000/- to the original allottee. That the same can be verified from a mere perusal of ledger of complaint which clearly depicts that the said amount was received by the original allottee towards the sale of the plot in question.
- xv. The complainant vide the present complaint is putting forth the allegation that the respondent has not completed the development work of road,

sewerage, water and electricity facilities in the residential colony. It is most humbly submitted that the respondent vide letter dated 01.06.2022 informed the complainant that the metalled road in front of the complainant's plot has been constructed and water and sewerage works has also been laid down.

- xvi. The respondent vide the said letter also informed the complainant that water and sewerage connection will be connected to complainant's property after the completion of the house and subject to the issuance of the occupation certificate by the DTP, Gurugram. Further, the respondent also informed that the complainant himself has to apply for the electricity connection in DHBVN Office, Gurugram as the electricity maintenance and its operation of the entire residential colony "Ardee City" has already been taken over by the DHBVN in the year 2018.
- xvii. It is important to bring it to the knowledge of the Ld. Authority that the Department of Town and Country Planning, Haryana vide its order dated 09.05.2022 passed a direction to hand over the entire Colony "Ardee City" admeasuring 206.377 acres to the Municipal Corporation of Gurgaon. That all the requisite formalities regarding the handing over/ taking over of the colony by the MCG has been duly carried out and the same is acknowledged vide letter/ performa dated 15.06.2022.
- xviii. After handing over the colony to the MCG, all the assistance for the overall functioning of all the services laid down in the colony has to be provided by the MCG and the same is specifically recorded in the handing over/ taking over performa dated 15.06.2022. Therefore, if the complainant has any grievances with respect to any service which is being provided in the colony, then the complainant should contact the MCG for redressal of his grievances.

- xix. The respondent had handed over the physical possession of the plot to the original allottee in 2014 only, and the same is acknowledged by the complainant in para 2 of his complaint. Therefore, there is no delay in handing over the possession.
- xx. The present complainant has got the plot in question endorsed in his favour from the original allottee after paying the sale consideration to the original allottee, and not a single penny was paid to the respondent. Conveyance deed for the plot in question has also been executed within 18 days from the date of endorsement. The facilities/ amenities of the residential colony has already been handed over to the Municipal Corporation of Gurgaon.
- xxi. The present complaint is filed by the complainant with the oblique motive of extracting illegitimate monetary benefits from the respondent.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

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

**E.II Subject-matter jurisdiction**



10. Section 11(4)(a) of the Act 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.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by the complainant**

**F.I Direct the respondent to develop plotted colony - road, sewerage, land scaping, water and electric facility completed in stipulated time.**

**F.II Direct the respondent to delay interest on paid amount of Rs.1,28,40,000/- from the due date to till road and other development work will be completed.**

**F.III Direct the respondent not to charge interest for every month of delay at prevailing rate of interest- as per RERA Act**

12. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
13. On consideration of the documents available on record, the authority observes that the original allottee purchased a unit bearing no. H-4B, in tower/block-H, admeasuring 200 sq. mt., in project of the respondent named "Ardee City"

situated at Village Bindapur & Wazirabad. A plot buyer's agreement was also executed between the original allottee and the respondent regarding the said plot on 03.04.2014 and the unit in question was handed over to the original allottee in the year 2014. Further, the complainant herein purchased the above-mentioned unit from the original allottee and got endorsed in favour of the complainant on 02.08.2021. Subsequent to the said endorsement the conveyance deed was also executed between the parties on 19.08.2021.

14. The complainant, having acquired title through the said endorsement and conveyance deed, is seeking relief for alleged delayed possession from the respondent. The respondent, on the other hand, has contested the maintainability of the complaint, asserting that the complainant was well aware that physical possession of the said unit had already been handed over to the original allottee in 2014. It is also contended by the respondent that the complainant was aware of the terms and conditions stipulated in the plot buyer's agreement executed with the original allottee.
15. Upon detailed examination of the documents on record, it stands established that the possession of the subject unit was delivered to the original allottee within 30 days of execution of the plot buyer's agreement. The complainant stepped into the shoes of the original allottee on 02.08.2021, approximately 7 years after possession had already been handed over. The complainant made full payment to the original allottee and not to the respondent. Furthermore, the execution of the conveyance deed on 19.08.2021 in favour of the complainant substantiates that there was no delay on the part of the respondent in delivering possession of the unit. Consequently, the claim for delayed possession charges is not sustainable.
16. The complainant has also sought directions for development works in the plotted colony, such as roads, sewerage systems, landscaping, water supply, and electricity infrastructure. As per the letter dated 01.06.2022 on record, the



respondent informed the complainant that a metalled road in front of the subject unit had already been constructed and that water and sewerage lines had been laid. With respect to electricity, it is noted that the electricity infrastructure had been taken over by Dakshin Haryana Bijli Vitran Nigam (DHBVN) in 2018. Moreover, the overall responsibility for operation and maintenance of infrastructure services within the project rests with the Municipal Corporation of Gurugram (MCG), which had formally taken over the "Ardee City" project vide handing over dated 15.06.2022.

17. In view of the foregoing facts and circumstances, the Authority is of the considered opinion that the present complaint is not maintainable as no delay can be attributed to the respondent in the matter of handing over possession in favour of complainant, as the possession has been handed over to the original allottee way back in the year 2014. Furthermore, the responsibility for maintenance and provision of civic amenities lies with MCG, post takeover. Therefore, for any such grievances, the complainant is at liberty to approach the appropriate authority/forum.
18. In light of the above, the complaint is held to be not maintainable and the same is accordingly dismissed.
19. The complaint stands disposed of aforesaid terms.
20. File be consigned to registry.

**Dated: 27.03.2025**

  
**(Vijay Kumar Goyal)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram