

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

Complaint no.	:	1039 of 2024
Date of filing:		18.03.2024
Date of order	:	08.07.2025

1. Mr. Shubneesh Batra
  2. Mrs. Sneh Lata Batra through its LR
- Both RR/O:** D-18, Ground Floor, Panchsheel Enclave,  
New Delhi

**Complainants**

Versus

1. M/s Anant Raj Limited  
**Regd. office:** CP-01, Sector 8, IMT Manesar, Gurugram,  
Haryana-122051

**Respondent**

<b>CORAM:</b>	
Shri. Arun Kumar	<b>Chairperson</b>
Shri. Ashok Sangwan	<b>Member</b>

<b>APPEARANCE WHEN ARGUED:</b>	
Sh. Khush Kakra (Advocate)	<b>Complainants</b>
Smt. Shivani Dang (Advocate)	<b>Respondent</b>

**ORDER**

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottees as per the agreement for sale executed inter se.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of project	"Anant Raj Estate"
2.	Nature of project	Residential plot
3.	Location of project	Sector-63-A, Gurugram, Haryana.
4.	RERA Registered	Registered Vide registration no. 142 of 2017 dated-28.08.2017 Validity upto: 27.08.2022
5.	DTCP Licence	License no. 119 of 2011 dated-28.12.2011 License no. 71 of 2014 dated-29.07.2014
6.	Allotment letter [In favour of Mr. Shubnesh Batra and Mrs. Sneh Lata batra]	23.09.2013 (As on page no. 41 of complaint)
7.	Plot Buyer Agreement	14.04.2014 (As on page no. 44 of complaint)
9.	Plot no.	226, Pocket-B (As on page no. 44 of complaint)
10.	Plot Area	364.896 sq. yards (As on page no. 44 of complaint)
11.	Possession Clause	<b>Clause 4. COMPLETION</b> <b>4.2</b> The Developer shall endeavour to handover possession of the Plot <b>within 36 months from the date of execution of this Plot Buyer Agreement with a grace period of 6 months</b> ("Tentative Handover date"). Notwithstanding the same, the Developer shall at all times be entitled to an extension of time from the Tentative Handover date, if the Completion of the Colony or the part/portion of the Colony where the said Plot is situated is



		<i>delayed on account of any Force Majeure Event.</i> [Emphasis supplied] (As on page no. 52 of complaint)
12.	Due date of possession	14.10.2017 [Calculated 36 months from the date of execution of the Plot Buyer agreement + 6 months]
13.	Sale consideration	Rs.2,45,37,432/- (As on page no. 46 of complaint)
14.	Amount paid	Rs. 2,67,60,898/- (As per S.O.A dated 26.08.2022 on page no. 86 of complaint)
15.	Completion certificate	05.05.2014 [pg. 37 of reply]
16.	Offer of possession	09.05.2014 (As on page no. 77 of complaint)
17.	Conveyance deed	Not on record

**B. Facts of the complaint**

3. The complainants have submitted as under:

- That the present complaint pertains to a situation whereby Late Smt. Sneh Lata Batra (Represented through her legal heirs i.e., Mr. Prem Parkash Batra and Mrs. Sapna Batra) and her son Mr. Shubneesh Batra (hereinafter referred to as the "Complainants") had jointly purchased a residential plot, bearing no. 0226 in Pocket 'B' admeasuring 364.896 sq. yds. approximately (hereinafter referred to as the "Unit") along with all easements, privileges, rights and benefits attached thereto in the plotted colony known as "Anant Raj Estate" located at Sector 63-A, Gurgaon (hereinafter referred to as the "Project") being developed by the Respondent Promoter i.e. M/s Anant Raj Limited.
- That based on the aforementioned representation and inquiries made, the Complainants paid an advance amount of Rs. 93,48,857/- towards booking of the Unit in the Project on 25.07.2013. That out of the total advance amount paid by the Complainants, the Respondent Promoter has



considered Rs.30,00,000/- as earnest money towards the consideration of the Unit. In furtherance of the same, the Complainants submitted a Booking Application Form with the Respondent Promoter on 23.07.2013 for booking a plot admeasuring 364.896 sq. yds., in the Project being developed by the Respondent Promoter.

- c. That upon filling the Application Form, the Respondent Promoter issued an Allotment Letter after a delay of 2 (two) months i.e., on 23.09.2013 from the date of booking whereby the above-mentioned Unit was allotted to the Complainants. It must be noted that the total sale consideration for the Unit is Rs. 2,45,37,432/-.
- d. That subsequent to the issuance of the Final Allotment Letter, the Respondent Promoter had, without even executing the buyer's agreement, started to unlawfully demand huge amounts of money with respect to the Unit. It is submitted that the Complainants had to run from pillar to post to get the Respondent Promoter to execute the buyer's agreement with respect to the Plot but to no avail.
- e. That the Respondent Promoter after a delay of 9 (nine) months from the booking of the Unit and after collection of a substantial amount, executed the Plot Buyer Agreement dated 14.04.2014 (hereinafter referred to as the "Agreement") in favour of the Complainants. It is submitted that the Complainants were shocked to find out that the Agreement was filled with various arbitrary and one-sided terms and conditions. For instance, as per Clause 2.4 of the Agreement, on delay in payments towards the Unit, the Complainants were liable to pay interest @18% p.a. to the Respondent Promoter. However, the Complainants could not negotiate any of the one-sided and arbitrary terms and conditions as any disagreement thereof would have led to the cancellation of the Unit and

forfeiture of the non-refundable amounts paid by the Complainants along with earnest money i.e., Rs.30,00,000/-.

- f. That as per Clause 4.2 of the Agreement, the possession of the Unit was to be delivered within 36 months from the date of execution of the Agreement along with a grace period of 6 months. Therefore, the date of possession of the Unit comes out to be 14.10.2017. Furthermore, as per Clause 4.1 of the Agreement, the Respondent Promoter warranted and represented to the Complainants herein that the possession of the Unit shall be delivered after receiving the Occupancy Certificate from the prescribed authority.
- g. That however, within one month from the date of execution of the Agreement, the Respondent Promoter issued a notice of possession dated 09.05.2014 stating that the Unit is complete in all senses as per the Agreement and is ready for possession and therefore, demanded the balance amount of Rs. 1,66,46,609/- from the Complainants. The Respondent Promoter through this letter also intimated the Complainants about the change in the final measurement/area of the Plot from 364.90 sq. yds. to 363.68 square yards. Accordingly, the total consideration of the Plot was revised to Rs. 2,44,55,662/- as per the payment plan annexed to the offer of possession. hereafter, the Respondent Promoter again issued an intimation letter dated 28.05.2014, whereby the Respondent Promoter demanded from the Complainants interest on the delayed payment, and club membership charges, etc. It is submitted that the total revised demand raised by the Respondent Promoter was Rs. 1,66,95,641/-.
- h. That in furtherance to the said offer of possession, the Complainants in a bonafide manner, complied with each of the payment demands as and



when raised by the Respondent Promoter under the apprehension that non-compliance of the same can lead to cancellation of the Unit and forfeiture of the Earnest Money. It is pertinent to mention that the Complainants had paid the entire consideration of the Unit to the Respondent Promoter i.e., within 4 months from the date of execution of the Agreement and as such the Complainants, in total, have paid an amount of Rs. 2,67,60,898/- to the Respondent Promoter by 12.08.2014 against the total consideration of the plot which was Rs. 2,45,37,432/-.

- i. That it is imperative to highlight here that the Complainants had also paid stamp duty and registration charges along with the consideration of the Unit. After paying this huge sum that is in crores, the Complainants by way of calls and meetings with the representatives of the Respondent Promoter, on several occasions, requested the Respondent Promoter to arrange the registration of conveyance deed in their favour and at multiple times sought a probable date for the registration. Every time, the Respondent Promoter kept giving false assurances to the Complainants, stating that they have initiated the registration process and the same shall be carried soon. However, post the issuance of the notice of offer of possession, the Respondent Promoter neither took any steps for the execution of the conveyance deed nor did it sent any intimation to the Complainants for the execution of the registry of the Unit.
- j. That upon several requests from the Complainants to get the conveyance deed registered as the Respondent Promoter had already taken money in the pretext of the same, the Respondent Promoter assured the Complainants that it would adequately compensate and pay interest to the Complainants for using their money from the date of receipt of the payment till the time of the execution of the Conveyance Deed. However,

these were mere false assurances given by the Respondent Promoter to the Complainants, and the same were never complied with. That in the period between 2014 to 2018, multiple meetings were held between the Respondent Promoter and the Complainants for the amicable resolution of the dispute whereby the Respondent Promoter assured that it would get the Unit registered and pay the compensation in the form of interest @ 12% p.a. over the money being utilised by the Respondent Promoter and being paid by the Complainants. It was only on 12.01.2018 i.e., after more than 3 years from the date of offer of possession that the Respondent Promoter had invited the Complainants for the execution of the conveyance deed.

- k. That in reply to the email dated 12.01.2018, the Complainants vide email dated 04.03.2018, requested from the Respondent Promoter to pay the interest towards the amount deposited as assured by Respondent Promoter.
- l. That to the utter shock and surprise of the Complainants the Respondent Promoter vide its email dated 05.03.2018, replied to the email dated 04.03.2018, wherein it completely evaded from its responsibility of paying the interest to the Complainants and tried to create a false narrative by mentioning certain letters which were never received by the Complainants. It is humbly submitted herein that this was a mala fide attempt from the Respondent Promoter to evade its liability of compensating the Complainants. The mala fide conduct of the Respondent Promoter is evident from the fact that the Respondent Promoter had to hand over the possession of the Unit within months. However, in order to grab more money from the Complainants the Respondent Promoter falsely represented to the Complainants within

months of execution of the Agreement that the Plot was ready for possession and took from the Complainants huge sums of money including money for the execution of the Conveyance Deed. However, the Promoter failed to deliver the possession of the Unit and also could not execute the Conveyance Deed, and kept on using the money given to it by the bona fide Complainants.

- m. That at the outset, it is further necessary to bring to the notice of this Hon'ble Authority that the offer of possession letters dated 09.05.2014 and 28.05.2014 are illegal and non-est in law since no occupation/completion certificate with regard to the Unit has been granted to the Respondent Promoter by the competent authority at the time of issuing the notice of offer of possession. Hence, the said letters of possession are not valid in the eyes of law and no valid possession has been received till date and neither the same was communicated to the Complainants.
- n. That the Respondent Promoter did not have a valid Occupation Certificate (OC) while handing over the possession of the Unit to the Complainants, moreover, the actual physical possession of the Unit was never given to the Complainants. The Respondent Promoter in violation of Section 17 of the Act never executed the Conveyance Deed in favour of the Complainants. It is further pertinent to highlight that the partial OC received by the Respondent Promoter on 05.05.2014 was revoked by DTCP, Haryana and the same was recorded by this Hon'ble Authority vide its Project hearing order dated 27.07.2021 in RERA-GRG-PROJ-04-2018.
- o. That it is also imperative to highlight here that the Respondent Promoter without obtaining the Occupation/Completion Certificate had started to unlawfully demand the maintenance charges in the year 2019



aggregating to Rs. 2,22,936/- (Rupees Two Lakhs Twenty-Two Thousand Nine Hundred and Thirty-Six Only) and subsequently again in the year 2021, the Respondent Promoter demanded a sum of Rs. 69,270/- towards the maintenance charges & arrears thereof.

- p. That it is apposite to mention and crucial to bring into the notice of this Hon'ble Authority that the Complainants being conscious and worried about the possession of the said Plot, were shocked to see that the Respondent Promoter had sent a Final Notice, demanding the maintenance charges and interest at the rate of 18% thereof on the pretext of delay in making payment towards the maintenance charges for which the complainant is anyway not liable to pay to the Respondent Promoter before taking the possession of the Unit.
- q. The grievance of the Complainants is inter-alia that the Respondent Promoter have committed grave deficiency in services in not abiding by the terms of the Agreement and false promises made at the time of sale of the said residential plot and not obtaining the occupation/completion certificate from statutory authorities, which amounts to unfair trade practice, which is immoral as well as illegal. The fact that the plot in question was without an occupation certificate was concealed from the complainants at the time of said offer of possession and thus, the Respondent Promoter has criminally misappropriated the money paid by the Complainants as balance sale consideration of the said Plot at the time of offer of possession. The Respondent Promoter has also acted fraudulently and arbitrarily by inducing the Complainants to buy the said residential plot basis its false and frivolous promises and representations qua obtaining the occupation/completion certificate for the aforesaid project.

- r. That to add to the misery of the Complainants, due to lapse on part of the Respondent Promoter in not obtaining the Occupation Certificate, the registration of conveyance deed has not been done till date. Accordingly, the Respondent Promoter must be directed to remove all the irregularities in the Project and get the occupation certificate for the plot in question and post that, to register the conveyance deed in favour of the Complainants, in accordance with section 17 of the Act, 2016 which clearly states that the conveyance deed in favour of the allottee shall be carried out by the promoter within three months from the date of issue of occupation certificate.
- s. That the fact of concealing the non-receipt of the Occupation/completion certificate and offering possession without obtaining valid Occupation Certificate is not only a violation of Clause 4.1 of the Agreement but is also a violation of Section 11(4)(b) of the Act, 2016. Accordingly, the Respondent Promoter must be penalized under Section 61 to the extent of 5% of the project cost on account of violation of Section 11(4)(b) of the said Act.
- t. That it is fit case wherein the Authority should direct the Respondent Promoter to pay interest at the prescribed rate for delayed period of handing over of the possession till the actual date of handing over the possession in view of the mandatory obligation as provided under section 18 of the Act, 2016 as well as on account of the acrimony of Respondent Promoter wherein it obliterated the trust reposed on it by the Complainants by handing over their hard earned money always on time and in accordance with the agreement to sell. The Respondent Promoter did not perform the required reciprocity which goes to very root of any bilateral agreement. Thus, being aggrieved with the unabated acts of

unwarranted harassment and exploitation by the Respondent Promoter, the Complainant is seeking the possession of the Plot, habitable and complete in all respects along with appropriate compensation for the period of delay caused by the Respondent Promoter.

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

4. The complainants have sought following relief(s):
  - a. Direct the Respondent Promoter to offer a valid legal offer of possession of the unit to the Complainants after receiving an occupation certificate for the impugned project.
  - b. Direct the Respondent Promoter to pay delay penalty charges at the prescribed rate for every month of a delay from the due date of handing over of possession i.e., 09.05.2014 till the offer of valid possession after receipt of the occupation certificate.
  - c. Direct the Respondent to register the conveyance deed and transfer the title in favour of the Complainants upon receipt of the Occupation Certificate, in accordance with section 17 of the RERA Act, 2016.
  - d. Direct the Respondent Promoter to hand over possession of the Plot to the Complainants, complete in all respects and in conformity with the Plot Buyer Agreement and for the consideration mentioned therein, with all additional facilities, warranties and as per the quality standards promised.
  - e. Impose a penalty upon the Respondent Promoter to the extent of up to 5% of the total cost of the project for violation of Section 11(4)(b) of the Act, 2016.
5. On the date of hearing, the authority explained to the respondent /promoters 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. That the complainants, after checking the veracity of the project namely, Anant Raj Estate, Sector 63-A, Gurugram had applied for allotment of a plot vide her Application for Allotment of Residential Plot. The complainants had paid Rs. 93,48,857/- at the time of booking of plot. The complainants had agreed to be bound by the terms and conditions of the Booking Application Form.
  - b. That based on the said Application, the respondent vide its Final Allotment Letter dated 23.09.2013 allotted plot no. 226, Pocket B of 364.896 sq. yards for total cost of Rs. 2,45,37,432/- to the complainants. The Plot Buyer's Agreement was signed and executed on 14.04.2014 by Complainants. A copy of the Plot Buyer's Agreement is already attached as Annexure D with the complaint. It is pertinent to mention herein that when the complainants had booked the plot with the respondent, the Real Estate (Regulation and Development) Act, 2016 was not in force and the provisions of the same cannot be enforced retrospectively.
  - c. That the payment demand was sent by the respondent to the complainants strictly as per the terms of the allotment. The possession of the plot was supposed to be offered to the complainants in accordance with the agreed terms and conditions of the Plot Buyer's Agreement.
  - d. That as per Clause 4.2 of the plot buyer's agreement, the possession of the plot was to be offered within 36 months from the date of execution of the plot buyer's agreement with a grace period of 6 months. However, being a customer oriented company, the respondent completed development works and received the partial completion certificate in respect of

65.1125 acres from the Directorate of Town and Country Planning, Haryana on 05.05.2014.

- e. That as per the payment plan opted by the respondent, the balance sale consideration was payable at the time of offer of possession so after the receipt of the partial completion certificate, the respondent sent intimation of possession vide letter dated 09.05.2014 to the complainants calling upon the complainants to pay the outstanding dues, take over the possession of the plot and also complete the requisite documentation for registration of the plot in their name. Vide the said letter dated 09.05.2014, the respondent also informed the complainants that the area of the plot of the complainants stood revised to 363.68 sq. yards from the earlier area of 364.90 sq. yards and accordingly, the price of the plot stood revised to Rs. 2,44,55,662/-.
- f. That a bare perusal of letter dated 09.05.2014 sent by the respondent to the complainants clearly reveals that the respondent had completed all its obligations as per the plot buyer's agreement and called upon the complainants to remit the balance amount so that the respondent could handover the possession of the plot in question to the complainants within 90 days from the date of the said letter dated 09.05.2014. Upon failure of the complainants to comply with the said letter dated 09.05.2014, the respondent was constrained to send intimation letter dated 28.05.2014 once again calling upon the complainants to remit the due amount and to take over the possession of the plot.
- g. That immediately after obtaining the completion certificate way back in 2014, the respondent was ready to execute the conveyance deed regarding the said plot in favour of the complainants and the same is evident from intimation letter dated 31.07.2014 sent by the respondent



to the complainants calling upon the complainants to remit the balance payment of Rs. 2,44,600/- towards difference of stamp duty amount as the unit was in favour of one male and one female allottee.

- h. That as per intimation letter dated 09.05.2014, the complainants were also to execute certain documents mentioned therein but the complainants failed to do so. The respondent was constrained to send letter dated 22.01.2015 calling upon the complainants to fulfil their obligations and complete the documentation formalities so that the possession of the plot in question could be handed over to the complainants by the respondent.
- i. That once again upon the failure of the complainants to comply with their obligations, the respondent was constrained to send letter dated 21.05.2016 calling upon the complainants to execute the requisite documents and also to inform a convenient date for executing conveyance deed in favour of the complainants.
- j. That in the meanwhile, the respondent shared the drafts of indemnity agreement, undertaking and NOC with the complainants vide email dated 12.01.2018. However, instead of coming forward to execute the requisite documents, the complainants started sending absolutely, false and frivolous e-mails in order to create false evidence calling upon the respondent to pay interest on the amount paid by them to the respondent. Complainant no. 1 sent email dated 04.03.2018 illegally and without any basis calling upon the respondent to pay interest and offset interest against the maintenance charges.
- k. That the respondent vide its email dated 05.03.2018 informed the complainants that due to non-receipt of complete documentation for registration, conveyance deed could not be lined up. The complainants

were once again requested to submit documents listed in the previous email dated 12.01.2018 in order to execute the conveyance deed and handover possession in favour of the complainants.

- l. That however, the complainants who had developed absolutely mala fide intentions deliberately did not come forward to execute the requisite documents so the respondent was constrained to send another letter dated 24.09.2019 calling upon the complainants to execute the requisite documents. Simultaneously, the respondent also sent e-mail dated 27.09.2019 calling upon the complainants to get the conveyance deed executed in their favour.
- m. That instead of complying with the e-mail dated 27.09.2019, complainant no. 1 again sent e-mail dated 28.09.2019 enquiring about the documents that are required to be executed by the complainants. The respondent accordingly vide its email dated 28.09.2019 informed the complainants that once the outstanding dues are paid by the complainants, the registration of conveyance deed shall be done within 15 to 20 days. Complainant no. 1 informed the respondent that he was available in Delhi only for the next week and that it would not be possible for him to return any time soon.
- n. That the respondent once again vide its email dated 02.11.2019 called upon the complainants to schedule registration of conveyance deed in favour of the complainants but there was no response from the side of the complainants. Complainant no. 1 vide his email dated 05.11.2019 informed the respondent that he was travelling and the follow up regarding the conveyance deed shall be done by his mother and one Mr. Sanjay Grover.

- o. That in its commitment to execute the conveyance deed in favour of the complainants, the respondent also purchased stamp duty papers on 13.11.2019 and accordingly, the respondent did everything in its power to comply with its obligations under the plot buyer's agreement.
- p. That to the utter shock of the respondent, it again received e-mails dated 01.07.2021 and 02.07.2021 from complainant no. 1 with totally malafide motives in order to create false evidence. The complainants concocted a totally false story and called upon the respondent to pay interest on the amount paid by them. The respondent sent reply vide email dated 07.07.2021 to the false and frivolous emails sent by complainant no. 1 to the respondent. The complainants were called upon to withdraw the unjustified and unlawful demands of interest, to clear the outstanding dues and also to complete the requisite documentation for the registration of the conveyance deed in their favour. The respondent had again sent a clarification email dated 28.02.2022 to complainant no. 1 reiterating that there was no delay in the offer of possession and also that the complainants had themselves not come forward to take possession till date. The complainants were also informed about their liability to pay holding charges due to their inordinate delay in taking possession and getting the conveyance deed registered. Vide email dated 17.08.2022, the complainants were called upon to pay the enhanced stamp duty charges for the registration of the said plot as the stamp duty charges had increased.
- q. That the complainants who are clever and shrewd type of persons as an afterthought and with a view to create false evidence, got sent legal notice dated 03.06.2023 of pre-arbitration through their counsel. The contents of the said legal notice were absolutely wrong and denied and

accordingly, the respondent sent a reply to the said totally false, frivolous and baseless legal notice on 13.06.2023.

- r. That due to the inordinate delay of the complainants, the respondent was constrained to send final notice dated 14.09.2023 calling upon the complainants to clear their outstanding dues towards maintenance charges. The complainants were given 30 days' time to make the final payment.
- s. That from the facts and circumstances narrated above, it is very much clear that the respondent has completed the development of the project in question way back in the year 2014. The entire development at the site is complete. There is permanent electricity, power backup facility with fully operational Electric Sub Station and water connection in the project. The project is well connected with existing 24mtr. / 84 mtr. Sector roads. In fact, as many as 250 families are living in the project. Almost 650 allottees have already taken over the possession of their plots/units. As many as more than 600 no. of conveyance deeds have already been executed by the respondent in favour of the allottees. Thus, the respondent has already complied with all its obligations as per the plot buyer's agreement. The fault is entirely of the complainants who have miserably failed to come forward to take over the possession of the plot and get executed the conveyance deed in their favour despite numerous reminders sent by the respondent to the complainants. The complainants have themselves not come forward to take over the possession due to frequent travel. There is no requirement of law that complainant no. 1 should be present personally at the time of execution of conveyance deed in his favour.

- t. That the complainants who are real estate investors have now filed the present absolutely baseless, false, misconceived and untenable complaint with a view to somehow blackmail, pressurize and harass the respondent. The complainants want to somehow illegally extract benefits from the respondent by raising absolutely false disputes to which they are not at all entitled to.
  - u. That thus, a direction is required to be given by this Hon'ble Authority to the complainants that upon complying with the requisite formalities, they are required to take over the possession of the said plot. Moreover, as already stated, there has been no delay on the part of the respondent. The complaint is an abuse of the process of law and is liable to be dismissed outrightly.
7. 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 those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

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

**E. I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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**



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

***Section 11(4) (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)*** *to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

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

**F. Findings on the objections raised by the respondent for dismissal of complaint:**

12. The respondent vide the application dated 17.07.2024 for dismissal of the complaint, the respondent stated that the complaint is liable to be dismissed as the complainants seeks execution of sale deed in their name on account of the death of Mrs. Sneh lata Batra. However, the complainants have failed to annex any death certificate with the complaint. Also, if Late Mrs. Sneh Lata Batra has died leaving behind a will, the complainants are obligated to produce the said will and if she died intestate, then the complainants are obligated to produce a relinquishment deed from all the legal heirs of Late Mrs. Sneh Lata Batra in favor of the complainants, so that in future no legal heir of her can initiate legal proceedings against the respondent for wrongfully changing the ownership/title of the plot in the complainant's name.

13. The complainant in reply to the above application stated that the respondent's assertion that the death certificate of late Smt. Sneh Lata Batra was not annexed to the complaint is factually incorrect. The death certificate was duly attached as annexure a to the complaint and the respondent has failed to properly examine the complaint and merely made the submission in order to file a frivolous application with a motive to delay the proceedings of the case.
14. Further, the respondent's assertion that the complainants has failed to produce documents pertaining to the rightful ownership of the subject unit/plot is equally baseless. After the death of Late Smt. Sneh Lata Batra, all the legal heirs are being included in the array of parties of the Complaint. The Complainants has taken all the necessary steps to ensure that the rightful ownership of the property is properly represented.
15. The Authority observes that the complainant has attached the the surviving member certificate procured from the Revenue Department of Government of NCT of Delhi along with the reply to the said application accordingly, the contention of the respondent for dismissal of complaint on aforementioned ground stands rejected.

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

**G.I. Direct the Respondent Promoter to offer a valid legal offer of possession of the unit to the Complainants after receiving an occupation certificate for the impugned project.**

**G.II. Direct the Respondent Promoter to pay delay penalty charges at the prescribed rate for every month of a delay from the due date of handing over of possession i.e., 09.05.2014 till the offer of valid possession after receipt of the occupation certificate.**

16. In the present matter the authority observed that the respondent issued an allotment letter dated 23.09.2013 and allotted a plot bearing no. 226 in pocket B admeasuring 364.896 sq. yds. Thereafter, a buyers' agreement was executed inter se parties on 14.04.2014. Clause 4 provides for the handing over of possession of the subject unit within 36 months from the date of

execution of this Plot Buyer Agreement with a grace period of 6 months. The period of 36 months expired on 14.04.2017. As far as grace period of 6 months is concerned the same is allowed being unqualified. Accordingly, the respondent was obligated to handover the possession of the said unit by 14.10.2017. As per the documents available on record the respondent offered the possession of the unit on 09.05.2014 after obtaining part CC from the competent authority on 05.05.2014. Accordingly, the subject unit was offered to the complainants by the respondent before the lapse of due date of possession.

17. In view of the above findings no delay in handing over the possession of the subject unit on part of respondent is established and accordingly no case of delay possession charges is made out.

**G.III. Direct the Respondent Promoter to hand over possession of the Plot to the Complainants, complete in all respects and in conformity with the Plot Buyer Agreement and for the consideration mentioned therein, with all additional facilities, warranties and as per the quality standards promised.**

**G.IV. Direct the Respondent to register the conveyance deed and transfer the title in favour of the Complainants upon receipt of the Occupation Certificate, in accordance with section 17 of the RERA Act, 2016.**

18. As per section 11(4)(f) and section 17(1) & 17(2) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favor of the complainant and handover the physical possession of the unit to the complainant. Whereas as per section 19(11) & 19(10) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question and take the possession of the subject unit within a period of 2 months after clearing the outstanding dues, if any. In view of the above, the respondent is directed to handover the possession of the said unit within a period of 2 months from the date of this order and thereafter execute conveyance deed in favor of the complainant in terms of section 17(1) of the

Act of 2016 on payment of stamp duty and registration charges as applicable, within three months.

**G.V. Impose a penalty upon the Respondent Promoter to the extent of up to 5% of the total cost of the project for violation of Section 11(4)(b) of the Act, 2016**

19. The above-mentioned relief was not pressed by the complainant during the course of argument.

**H. Directions of the authority:**

20. 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):

- a. The respondent is directed to handover the possession of the said unit within a period of 2 months from the date of this order and thereafter execute conveyance deed in favor of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months.
- b. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

21. Complaint stands disposed of.

22. File be consigned to registry.



**(Ashok Sangwan)**  
Member



**(Arun Kumar)**  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 08.07.2025**