

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

Complaint no. : 677 of 2025  
Date of complaint : 04.03.2025  
Date of order : 02.09.2025

Ramesh Singh Chhokar,  
**R/o:** - H.NO.24, Bank Street Pataudi Road, Gandhi Nagar,  
Gurgaon, Haryana, 122001.

**Complainant****Versus**

**M/s KSD Buildtech Pvt. Limited.**  
**Regd. Office At:** - SCO-35, Sector 15, Gurugram,  
Haryana -122001.

**Respondent****CORAM:**

Shri Vijay Kumar Goyal  
Shri Ashok Sangwan

**Member**  
**Member**

**APPEARANCE:**

Shri Vijay Pal Chauhan (Advocate)  
Shri Gagan Preet Singh (Advocate)

**Complainant**  
**Respondent**

**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 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainants, 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 of the project	"Yash Vihar", Sector 5, Pataudi , Gurugram Haryana
2	Nature of the project	Residential plot
3	Plot no.	51 (Page no. 18 of the complaint)
4	Unit area admeasuring	118.40 sq.yds.. (Page no.18 of the complaint)
5.	Re-welcome letter	17.10.2023 (page 15 of complaint)
6	Re-allotment letter	17.10.2023 (booking date) 30.10.2023 (print date) (page 18 of complaint)
7	Buyer agreement executed between the respondent and Mr. Amardeep Singh	28.02.2023
8	Possession clause 4.2	NA
9	Due date of possession	NA
10	Total sale consideration	Rs.21,78,560/-

		(page 44 of complaint)
11	Amount paid by the complainant	Rs.6,80,294/- (Since the complainant is the subsequent allottee and above said amount paid to the respondent by the complainant)
12	Occupation certificate /Completion certificate	03.01.2024 (as per page 61 of complaint)
13	Revised final demand notice cum offer of possession	21.02.2024. 22.01.2024 (page 25 and 66 of complaint)
14	Cancellation letter	16.05.2025 (page 120 of reply)

## B. Facts of the complaint

3. The complainant vide complaint as well as written submissions dated 04.03.2025 have made the following submissions: -
  - I. That being impressed by the seller, the complainant had purchased the plot no. 51, and the seller of the said plot received the agreed amount and ask the builder to realLOT the purchased plot in favour of complainant and done all the formalities for conveyance deed. On making of the representation the respondent had issued a re-welcome letter dated 30.10.2023 and also issued a re-allotment letter of the same date in favour of complainant. After it the complainant requested to the respondent for signing and registration of builder buyer agreement for the said plot, but the respondent suggested that nominal amount is outstanding against the plot and builder buyer agreement will cost around Rs.30,000/- and suggest occupation certificate has received for the said project and respondent get registered the conveyance deed for said plot. The complaint had believed the oral commitment of the respondent

and paid all amount as desired by the respondent.

- II. That the total basic sale price of the said plot is Rs.21,78,560 and the allottee had paid Rs.16,09,632 against the said plot and the complainant have to pay the balance amount pertaining to the plot.
- III. That the respondent had also issued a demand letter dated 30.10.2024 for depositing the balance sales consideration Rs.4,60,000/-. Then complainant had deposited the amount vide receipt / acknowledgement bearing no. KSD-yv/plot no.51 dated 03.11.2023. The annexure c-4 is showing balance Rs. 1,08,928/- against the said plot which is also deposited by the complainant vide receipt/ acknowledgement dated 05.02.2024 and no outstanding against the plot complete consideration has paid by the complainant.
- IV. That on 21.02.2024 the respondent sent an revised final demand notice cum offer of possession and asked the complainant to deposit Rs. 59,200/- in account of IFMS, electrical route (without cable and meter) Rs.20,000/-, water connection (without meter) Rs.15,000/- flush water supply connection Rs.15000/-, sewage connection Rs.25,000/-, electrification charges (HT connection) Rs.25,000/- and one-year advance upkeep charges @ Rs.8/- per sq. yard (Rs.11,364.4/-) total amounting to Rs.1,70,000/- against the said plot. The complainant had paid Rs. 1,11,366/- on 21.02.2024 vide receipt no. ksd -yv/plot no.51.
- V. That the respondent had sent an cautionary letter 08.03.2024 to pay the outstanding amount of Rs.59,200, the complainant had pay the outstanding of Rs.59,200/- on 17.03.2024 the receipt reference no.ksd-yv/plot no.51 issued by the respondent. The respondent had also taken an undertaking from the complainant regarding the physical possession on 02.04.2024 and a notarized tripartite maintenance agreement is also signed by the complainant on 30.05.2024.
- VI. That there is no outstanding in any form against the said plot and



complainant willing to register the conveyance deed of the said plot so the complaint asked the respondent to do the needful in this regard, but the respondent evaded and lingering the same. The complainant is a retired person and invests his hard earned money to buying this plot to construct house for his peaceful residence. The complainant make several calls and visited the respondent office for his conveyance deed but the respondent did not pay any heed to the complainant request. The customers wrote several emails and messages but the respondent never replied to those messages and mails. On 18.12.2024 when almost amount paid by the complainant, the complainant write a request email stating that ledger balance comes to zero as on 17.03.2024 to do the conveyance deed of the plot. The email replied by the respondent and cooked a new story that complainant have to conclude the assignment deed at Pataudi Tehsil with Sh. Amardeep Singh the previous allottee. This condition of the respondent is arbitrarily, and no legal binding on complainant as all the formalities was earlier done with Mr. Ambardeep after due compliance the respondent issued re-welcome and Re-allotment letter and taking the balance sales consideration with all other charges The re allotment letter states that "Please note that vide assignment agreement Dated 17.10.2023, you been allotted a plot no.51".The cause of action arise firstly on making of full payments on 15.03.2024 and finally on 18.12.2024 when respondent asking for assignment deed which is already done on 17.10.2023.

- VII. That to further harras the complainant the respondent writes an email to complainant for holding charging wef 03.01.2025 by referring the builder buyer agreement which is not executed by the respondent. In this very email the respondent insist to do the conveyance deed registered and himself not do the same after repeated request of the complainant. There are clear unfair trade practices and breach of contract and deficiency in services of the

respondent and much more a smell of playing fraud with the complainant and other allottees and is prima facie clear on the part of the respondent which makes them liable under the provisions of the RERA Act.

- VIII. That the complainant does want to withdraw from the project. The respondent has not fulfilled its obligations provided under the RERA Act, 2016. The present complaint has not been filed by the complainant for seeking compensation, without prejudice, complainant reserve the right to file a complaint for grant of compensation with the Adjudicating Officer.

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

4. The complainant has sought following relief(s):
  - I. Direct the respondent to execute the conveyance deed for plot no. 51, Yash Vihar Pataudi in favour of complainant.
  - II. Direct the respondent to withdraw the letter of holding charges.
  - III. Direct the respondent to pay the legal charges of Rs. 22,000/- for filling of the complaint.
  - IV. Direct the respondent not to charge delay payment of installment.
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:
  - i. That the present complaint is untenable and should be dismissed as the complainant is not the rightful owner of the plot in question. The builder-buyer agreement dated 28.02.2023 for the said plot is in the name of Mr. Amardeep Singh. Therefore, without establishing ownership of the plot, the complainant has no grounds to ask for the conveyance deed, to ask for withdrawing the letter of holding charges and for payment for filing the complaint.



- ii. The complaint itself is liable to be rejected at the threshold as the dispute concerning the said plot is primarily between the complainant and the previous owner, Mr. Amardeep Singh, relating to payment issues. As a result, both the parties are unwilling to execute the assignment deed required for transferring the said plot in the complainant's name. It appears that the complainant has filed the present complaint merely to shield himself from the ongoing dispute with the previous owner.
- iii. That the respondent has recently completed the "yash vihar" project, situated at Sector 5, Pataudi, District, and has obtained a completion certificate under Memo No. LC-3319-JE(SB)-2023/406 dated 03.01.2024, along with a layout cum demarcation plan under memo no. drg no. 9434 dated 20.07.2023. All necessary approvals were secured, and all requirements as per the prevailing bye-laws were duly fulfilled during this process.
- iv. That on 23.07.2022, Mr. Amardeep Singh S/o Mr. Kirpal Singh, R/o B-104, approached the respondent through broker expressing interest in purchasing a plot within the mentioned project. The respondent provided Mr. Amardeep Singh with comprehensive details regarding the project and the plot. After thoroughly verifying and satisfying themselves regarding the development and status of the project, Mr. Amardeep Singh duly completed and signed the application form dated 23.07.2022 for the aforementioned project. The respondent had also issued the payment plan along with the application form to the Mr. Amardeep Singh which was duly received by the complainant.
- v. That the respondent allocated plot no. 51, with an area of 99 square meters/118.40 square yards, to the Mr. Amardeep Singh *vide* allotment letter dated 26.07.2022. Subsequently, respondent issued a welcome letter with the details of the plot as well as project and also issued an allotment

letter dated 26.07.2022, which the Mr. Amardeep Singh duly received and signed. After accepting the allotment letter, the Mr. Amardeep Singh made a payment of Rs. 2,72,320/- through 159022 dated 25.07.2022 from Union Bank, DLF Branch, towards the booking amount to respondent. Subsequently, the respondent issued a receipt/acknowledgment letter dated 26.07.2022, which the complainant duly received. On 28.02.2023, the Mr. Amardeep Singh meticulously signed and executed each page of the plot-buyer's agreement dated 28.02.2023 in favour of respondent at the Sub-registrar office in Pataudi

- vi. That subsequently, the respondent forwarded the demand letter and also issued payment receipt/ acknowledgement to the Mr. Amardeep Singh on several occasions as per the agreed payment schedule. Which are as follows:

<u>S. No.</u>	<u>Particulars</u>	<u>Amount</u> <u>RS.</u>	<u>Date</u>	<u>Parties</u>
1.	Receipt / Acknowledgement	2,72,320	23.11.2022	KSD & Mr. Amardeep
2.	Demand Letter	8,93,310	05.12.2022	KSD & Mr. Amardeep
3.	Receipt Acknowledgement	4,46,605	26.12.2022	KSD & Mr. Amardeep
4.	Receipt / Acknowledgement	4,46,605	05.01.2023	KSD & Mr. Amardeep
5.	Demand Letter	6,31,782	13.10.2023	KSD & Mr. Amardeep
6.	Receipt / Acknowledgement	1,71,782	17.10.2023	KSD & Mr. Ramesh



7.	Receipt / Acknowledgement	1,71,782	17.10.2023	KSD & Mr. Amardeep
8.	Reminder Letter	4,60,000	26.10.2023	KSD & Mr. Amardeep
9.	Demand Letter	4,60,000	30.10.2023	KSD to Mr. Ramesh
10.	Receipt/ Acknowledgement	4,60,000	03.11.2023	KSD & Mr. Ramesh
11.	Final Demand Notice cum Offer of Possession to Complainant	N/A	22.01.2024	KSD & Mr. Ramesh
12.	Receipt/ Acknowledgement	7,40,710	06.02.2024	KSD & Mr. Ramesh
13.	Cautionary letter issued final Demand cum Offer of Possession	1,11,366	15.02.2024	KSD & Mr. Ramesh
14.	Revised Final Demand Notice cum Offer of Possession	N/A	21.02.2024	KSD & Mr. Ramesh
15.	Receipt / acknowledgement	1,11,366	21.02.2024	KSD & Mr. Ramesh

16.	Cautionary letter issued final demand notice cum offer of possession	59,200	08.03.2024	KSD & Mr. Ramesh
17.	Payment receipt of Complainant	59,200	17.03.2024	KSD & Mr. Ramesh

- vii. That on 17.10.2023, the respondent received an email from Mr. Amardeep Singh apprised the respondent that he had sold the aforementioned plot to the complainant and requested that the plot be transferred to the complainant. Upon verification, the respondent transferred the plot in the complainant's name and subsequently issued a re-welcome letter dated 30.10.2023 and re-allotment letter on 28.10.2023. Moreover, through an email dated 18.12.2024, the respondent informed the complainant that, as per the required procedure, the complainant must sign and execute an assignment deed with the previous owner, Mr. Amardeep Singh, prior to the execution of the conveyance deed. However, to date, the complainant has not submitted any such assignment deed. Additionally, in the same email addressed to both the complainant and Mr. Amardeep Singh, the respondent clarified that although the plot has been recorded in the complainant's name in the company's records, the conveyance deed cannot be executed without first providing the assignment deed.
- viii. That in response to the aforementioned email, Mr. Amardeep Singh informed the respondent that he has filed a complaint against the complainant with the Registrar's Office in Pataudi regarding outstanding payment related to the said plot. Moreover, due to the complainant's conduct

and failure to provide the assignment deed despite repeated requests from the respondent, the respondent was compelled to issue a cautionary notice dated 11.03.2025, urging the complainant to submit the assignment deed along with payment of holding charges so that the conveyance deed could be executed in the complainant's favor. However, the complainant did not respond. Subsequently, the respondent sent a final reminder on 28.04.2025, which also went unanswered. Thereafter, the respondent issued a final cancellation notice on 16.05.2025, but no satisfactory response was received from the complainant.

- ix. That the respondent company has consistently maintained the execution of the conveyance deed can only proceed after the assignment deed is duly registered at the Pataudi Tehsil, as this is the proper legal procedure to establish title before conveyance. By refusing to sign the assignment deed, the complainant is effectively denying the establishment of their legal right in the ownership chain. Therefore, the respondent cannot be compelled under the RERA Act or otherwise to execute the conveyance deed in favor of someone whose title remains defective or unclear. It is evident that RERA does not override the contractual obligations or the legal requirement of establishing a clear title. The respondent has no duty to transfer title to a person who has failed to regularize their position in the title chain. The complainant's refusal to execute the assignment deed is a deliberate act that undermines the contractual terms and legal processes mandated under the RERA framework.
- x. That it is pertinent to mention that the respondent has fulfilled its obligations and performed its part in terms of the plot buyer's agreement and is still ready and willing to perform in accordance with the terms as and when the complainant becomes rightful owner after completing the due process of legal documentation by signing the assignment deed between Mr.



Amardeep Singh and himself. The present complaint is not maintainable and is liable to be dismissed as the complainant utter motive is monetary gain which is clear from the fact that the complainant concealed the material facts from the Authority.

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 allottees 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 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

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

**F.1 Direct the respondent to execute the conveyance deed for plot no. 51, Yash Vihar Pataudi in favour of complainant.**

13. On 17.10.2023, the respondent received email from the original allottee apprised the respondent that the plot be transferred to the complainant. Thereafter, through an email dated 18.12.2024, the respondent informed the complainant that, as per required procedure, the complainant must sign and execute an assignment deed with the previous owner, Mr. Amardeep Singh. However, to date, complainant has not submitted the same. Additionally, the respondent addressed both the complainant and Mr. Amardeep Singh, the respondent clarified that although the plot has been recorded in the complainant's name in the company's records, the conveyance deed cannot be executed without first providing the assignment deed. In response to the aforementioned email, Mr. Amardeep Singh informed the respondent that he has filed a complaint against the complainant with the Registrar's Office in Pataudi regarding outstanding payment related to the said plot.
14. Due to the complainant's conduct and failure to provide the assignment deed despite repeated requests from the respondent, the respondent issued a cautionary notice dated 11.03.2025, urging the complainant to submit the assignment deed along with payment of holding charges so that the conveyance deed could be executed in the complainant's favor. However, the complainant did not respond. Subsequently, the respondent sent a final

reminder on 28.04.2025, which also went unanswered. Thereafter, the respondent issued a final cancellation notice on 16.05.2025.

15. It is important to note that during the course of proceeding dated 02.09.2025, the respondent stated at bar that the re-allotment letter in favour of the complainant issued and in pursuance thereof, the balance consideration money has also been received and as on date, no amount is outstanding except the holding charges.
16. Now the question is arises, whether the cancellation made by the respondent is valid or not?
17. Upon consideration of the facts and applicable legal provisions, it is evident that the cancellation of the complainant's allotment by the respondent is not valid in law. As per Section 17 of the Act, 2016, it is the statutory duty of the respondent to execute a registered conveyance deed in favor of the allottee upon completion of the project and receipt of full consideration. The respondent's reliance on the non-submission of the assignment deed for withholding execution of the conveyance deed cannot override the statutory obligation of the respondent under Section 17 of the Act. Once the original allottee, Mr. Amardeep Singh, gave clear written instructions via email dated 17.10.2023 for transferring the plot to the complainant, and the respondent acknowledged and recorded the complainant as the new allottee in its own records, the complainant attained the status of an "allottee" under RERA.
18. The insistence on an assignment deed may be a procedural requirement for internal records, but such procedural compliance cannot be made a precondition to deny the statutory right of the allottee to receive a conveyance deed. Any dispute regarding outstanding payment between the complainant and Mr. Amardeep Singh is a separate issue and does not absolve the promoter from its statutory obligation, when the unit has



already been transferred in favour of the complainant-allottee in term of Section 2 (d) of the Act, 2016, which reproduced below as:

*2(d).. "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;*

19. Hence, in view of the above, the cancellation made by the respondent is invalid in the eyes of law. Therefore, the respondent is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

**F.II Direct the respondent to withdraw the letter of holding charges.**

20. The Authority is of the view that the developer, having received the sale consideration, has nothing to lose by retaining possession of the allotted flat, except that it would be required to maintain the apartment. Therefore, holding charges will not be payable to the developer. Even in cases where possession has been delayed due to the allottee not having paid the entire sale consideration, the developer shall not be entitled to any holding charges, although it would be entitled to interest for the period of delay in payment. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) at any point in time, even if such a clause exists in the builder-buyer agreement, as per the law settled by the Hon'ble Supreme Court in Civil Appeal Nos. 3864-3899 of 2020, decided on 14.12.2020.

**F.III Direct the respondent to pay the legal charges of Rs. 22,000/- for filling of the complaint.**

21. The complainants are seeking above mentioned relief w.r.t. compensation. *Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

**F.IV Direct the respondent not to charge delay payment of installment.**

22. Interest on the delay payments from the complainant shall be charged as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., **02.09.2025** is **8.90%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.90%** by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges as per section 2(za) of the Act.

**G. Directions of the authority**

23. 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):
- The respondents are directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of





the Act of 2016 on payment of stamp duty and registration charges as applicable.

- ii. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020.

24. Complaint stands disposed of.

25. File be consigned to registry.

Ashok Sangwan  
**Member**

V.I. 3  
Vijay Kumar Goyal  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 02.09.2025**

**HARERA**  
**GURUGRAM**