

PROCEEDINGS OF THE DAY		71
Day and Date	Thursday and 07.08.2025	
Complaint No.	CR/5625/2023 Case titled as Ranjana Singh and Sri Ranjan Singh VS Parsavnath Developers Limited	
Complainant	Ranjana Singh and Sri Ranjan Singh	
Represented through	Shri Attar Singh Kharb, Advocate	
Respondent	Parsavnath Developers Limited	
Respondent Represented	Shri Nitish Harsh Gupta, Advocate	
Last date of hearing	24.04.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings-cum-order

The present complaint was filed on 22.12.2023 and registered as complaint no. 5625 of 2024.

The Authority issued a notice dated 28.12.2023 of the complaint to the respondent by speed post and also on the given email address at mail@parsvnath.com for putting in appearance and for filing reply within 30 days. The counsel for the respondent appeared on 04.04.2024 and he was directed to file reply within the stipulated period. However, after giving ample opportunities on 30.05.2024, 22.08.2024 and 26.09.2024. Further on 23.01.2025, the respondent was directed to file reply within 15 days with an advance copy to the complainant. It shall be the last opportunity. In case, if reply is not filed within the stipulated period, the defence of the respondent shall be struck off.

The counsel for the respondent today again seeks an short adjournment to file the reply of the complaint. However, the Authority observes that the present complaint was filed on 22.12.2023 after a lapse of 1 years and 8 months from the date of filing of the present complant, the respondent were given several opportunities to file the written reply. No reply has been filed by the



respondent till date. It shows that the respondent was intentionally delaying the proceedings by avoiding filing of written reply. Therefore, in view of above, the defence of the respondent is hereby struck off.

The counsel for the complainant states that the complainant prior to filing of the present complaint before the Authority on 22.12.2023, the complainant had already filed a complaint pertaining to same unit before the Authority on 23.04.2019 vide bearing complaint no. 1549 of 2019 in respect to the same subject unit. The said complaint was disposed of by the Authority vide order dated 16.10.2020 directing the respondent to pay interest at the prescribed rate i.e., 09.30% for every month of delay from the due date of possession i.e., 22.11.2008 till the offer of possession.

The counsel for both the parties confirms that possession of the unit was handed over to the complainant-allottee on 03.04.2018. However, despite receipt of almost entire sale consideration of the allotted unit and even after receipt of occupation certificate on 30.11.2022 from the competent department, it is the respondent who is not executing the registered conveyance deed of the allotted unit with the complainants-allottees, which the respondent had agreed to execute in terms of Clause 11(a) of buyer's agreement dated 21.05.2005 executed inter se parties and also it is an obligation of the respondent in terms of Section 17 of the Act, 2016.

The counsel for the complainants, further states that on 24.02.2023, the respondent issued an offer of possession letter to the complainants, wherein an amount of Rs.15,63,300/- was demanded on account of stamp duty charges. The complainants, through their counsel, sent a letter and expressed their will to pay the stamp duty charges vide letter dated 26.06.2023. However, despite receipt of occupation certificate on 30.11.2022, the respondent is not executing the registered conveyance deed of the allotted unit in favour of the complainants.

Moreover, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the



conveyance deed of the unit in question. The complainants had taken the physical possession of the unit on 03.04.2018. Also, as per clause 11(a) of the buyer's agreement dated 21.05.2005, the respondent shall prepare and execute along with allottee(s) a sale deed to convey the title of the said unit in favor of the allottee(s) but after payment of stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and the relevant clause of the agreement is reproduced for ready reference: -

"11 (a) The conveyance deed of the flat as well as the proportionate undivided share of the land underneath as permissible as per applicable laws shall be executed in favor of the buyer by the developers. All costs of stamp duty, registration fee and other miscellaneous / incidental expenses for execution and registration of the conveyance deed of the flat shall be borne and paid by the buyer.

It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of occupation certificate.

As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:

"Section 17: Transfer of title.

17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM


हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

In view of the above, the respondent-promoter is under obligation to execute the registered conveyance deed of the allotted unit in favour of the complainants in terms of Section 17(1) of the Act of 2016, upon payment of requisite stamp duty charges and administrative charges upto Rs.15,000/- as fixed by the local administration, if any, within a period of 90 days from the date of this order, as the occupancy certificate has been already obtained on 30.11.2022.

Complaint stands disposed off. File be consigned to the registry.

V.1 
Vijay Kumar Goyal
Member
07.08.2025