

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

Complaint No: 394 of 2024
Date of complaint: 05.02.2024
Date of order: 13.11.2025

Sunita Sharma

Resident of: House No. K3 104, DLF Phase 2, Gurugram,
Haryana - 122002.

Complainant

Versus

1. M/s Parsvnath Developers Limited
Regd. Office At: Parsvnath Metro Tower,
Near Shahdara Metro Station, Shahdara,
Delhi-110032.

2. M/s Parsvnath Hessa Developers Private Limited
Regd. Office At: Parsvnath Metro Tower,
Near Shahdara Metro Station, Shahdara,
Delhi-110032.

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Sukhbir Yadav, Advocate

Complainant

Shri Nitish Harsh Gupta, Advocate

Respondents

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.



A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No	Particulars	Details
1.	Name and location of the project	"Parsvnath Exotica" Sector- 53-54, Gurugram
2.	Nature of the project	Group Housing
3.	Project area	23.0815 acres
4.	DTCP license no.	69-74 of 1996 dated 03.05.1996 Valid up to 02.05.2019. 52-57 of 1997 dated 14.11.1997 Valid up to 13.11.2019.
5.	Name of licensee	M/s Florentine Estates of India Ltd. & 5 others
6.	Unit no.	D5-404, 4th floor and Tower/Block-D5 (As per clause 1 of BBA at page no. 24 of the complaint)
7.	Unit area admeasuring	2810 sq. ft. (super area) (As per clause 1 of BBA at page no. 24 of the complaint)
		2895 sq. ft. (Revised super area) (As per Revised final SOA at page 52-53 of complaint)
8.	Date of execution of flat buyer's agreement [With M/s Multi Agro Pvt. Ltd.]	24.03.2006 (As per page no. 22 of the complaint)
9.	1 st Endorsement [in favour of Uma Bansal]	26.03.2010 (As per page no. 39 of the complaint)
10.	2 nd Endorsement [in favour of complainant]	03.04.2012 (As per page no. 40 of the complaint)
11.	Date of start of construction	15.04.2006 (As per the customer ledger at page 49 & 72 of the complaint)
12.	Possession clause	10 (a) Construction of the flat is likely to be completed within a period of thirty-six (36) months of commencement of construction of the particular block in which the flat is

		<p><i>located, with a grace period of six (6) months, on receipt of sanction of building plans/revised building plans and approvals of all concerned authorities including the Fire Service Deptt., Civil Aviation Deptt., Traffic Deptt., Pollution Control Deptt., as may be required for commencing and carrying on construction subject to force majeure, restraints or restrictions from any courts/authorities, non-availability of building materials, disputes with contractors/work force etc.</i></p> <p>(As per page no. 50-51 of the complaint)</p>
13.	Due date of possession	<p>15.10.2009</p> <p>(Note: The due date of possession is calculated (36+6 months) from the date of 2nd instalment as start of foundation i.e., 15.04.2006, as per the customer ledger at page 49 & 72 of the complaint)</p> <p>[The due date was already determined in CR/6177/2019]</p>
14.	Basic sale consideration	<p>Rs.73,76,250/-</p> <p>(As per clause 2 of BBA at page no. 24 of complaint)</p>
15.	Total sale consideration	<p>Rs.81,33,220/-</p> <p>(As per customer ledger at page no. 71-77 of complaint)</p>
16.	Amount paid by the complainant	<p>Rs.81,60,613.50/-</p> <p>[inclusive of rebates given by respondent]</p> <p>(As per customer ledger at page no. 71-77 of complaint)</p>
17.	Offer of possession for fit-outs	<p>12.03.2015</p> <p>(As per page no. 51 of complaint)</p>
18.	Occupation certificate	<p>30.11.2022</p> <p>[For Tower – D2 (named as D5), D3 (named as D4) & D3 (named as D6)]</p> <p>(As per page no. 66-67 of complaint)</p>
19.	Offer for possession	<p>Not Provided</p>
20.	Special rebate on account of compensation for delay	<p>Rs.1,00,000/-</p> <p>(As per revised final SOA at page 74 of complaint)</p>

21.	Special rebate on account of final finishing of the flat will be carried by the allottee	Rs.6,25,000/- (As per revised final SOA at page 74 of complaint)
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B. Facts of the complaint:

3. The complainant has made the following submissions: -

- a. The complainant gets to know about the Parsvnath Exotica project situated at Golf – Course Road, Sector – 53/54, Gurugram promoted by a reputed Parsvnath Developers Limited (PDL later on formed a joint venture namely “Parsvnath Hessa Developers Private Limited” and transferred the said project to PHDPL). That respondent 1 and respondent 2 have joint as well as several liabilities towards the complainant.
- b. That the complainant along with her family members visited the site in March 2012. The location was excellent and they consulted the local representative of the developer. That based on the representation and assurance of office bearers of respondent(s), the complainant purchased one unit of 3 BHK flat admeasuring 2810 sq. ft. bearing flat no. D5 – 404 from the open market.
- c. That the said flat was booked by M/s Multi Agro Pvt. Ltd. 07.10.2004, under the construction link payment plan for a sale consideration of Rs.73,76,250/-
- d. That on 24.03.2006, a pre-printed, arbitrary, unilateral flat buyer agreement was executed between M/s Multi Agro Pvt. Ltd. and Parsvnath Developers Limited. As per clause no.10(a) of the flat buyer agreement, the respondent has to give the possession of the flat “within a period of thirty-six months of commencement of construction of particular block in which the flat is located with a grace period of six months”. That construction of the said tower was started on 15.04.2006 (refer to installment No. 2 and statement of account), inter alia due date of possession was 15.04.2009 and with grace period the due date of possession was 15.10.2009.



- e. That on 26.03.2010, the original allottee M/s Multi Agro Pvt. Ltd. sold the said flat to Mrs. Uma Bansal, with the permission of the respondent. The respondent endorsed the name of Mrs. Uma Bansal in his record and on flat buyer agreement as a subsequent allottee.
- f. That on 30.03.2012, the subsequent allottee Mrs. Uma Bansal sold the said flat to Mrs. Sunita Sharma (the complainant), with the permission of the respondent. The respondent endorsed the name of Mrs. Uma Bansal in his record and on flat buyer agreement.
- g. That since April 2012 the complainant is regularly visiting the office of the respondent as well as construction site and made efforts to get the possession of allotted flat, but all in vain, in spite of several visits by the complainant. The complainant has never been able to understand/know the actual status of construction. Though towers seem to be built up but no progress is observed on finishing and landscaping work.
- h. That the main grievance of the complainant in the present complaint is that despite the complainant having paid more than 100% of the actual purchase consideration of the flat as per the agreement but, the respondent has failed to deliver possession of the flat.
- i. That on 10.02.2015, the respondent sent a statement of account of the subject flat, which shows that till date 01.04.2011, the complainant has paid Rs.74,35,613/- i.e., more than 100% of total sale consideration.
- j. That on 12.03.2015, the respondent sent a letter for "offer for fit outs" and offered that "If you wish to carry out the finishing work like Air Conditioners, Wooden Flooring, Internal Painting, Kitchen, AC Piping, False ceiling, China Ware, C.P. Fitting, and Electric Wire & Switches yourself, we offer you a rebate of Rs.6,25,000/- being the cost to be incurred for the balance work". In this letter, the respondent increased the area by 85 sq. ft. without any justification.

- k. That the complainant several times contacted the respondent and asked for possession to the respondent and also asked to give the occupancy certificate but they failed to give the lawful offer of possession to the complainant.
- l. That on the failure to give the possession to complainant. The complainant filed a complaint against the respondents in Haryana Real Estate Regulatory Authority Gurugram in CRM No. 6177 of 2019 and the Hon'ble HRERA Gurugram passed an order dated 16.10.2020 against the respondent(s) and give the direction that i.e.,
- (i) The respondent is directed to pay interest at the prescribed rate of interest i.e., 9.30% p.a. for every month of delay on the amount paid by the complainant from due date of possession i.e., 15.10.2009 till offer of possession;*
 - (ii) The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and subsequent interest to be paid on or before 10th of every month;*
 - (iii) The complainant is directed to pay outstanding dues, if any, after adjustment of interest for delayed period;*
 - (iv) The respondent shall not charge anything from the complainant which is not of the BBA.*
- m. That thereafter, the respondent party did not comply with the order of the Hon'ble Authority, therefore, in 2021, the complainant filed an execution petition before this Hon'ble Authority in CRM-E-2224/2021/6177/2019, and till execution is pending before this Hon'ble Authority and respondent did not comply with the order passed by the said Hon'ble Authority and till now not to deliver the lawful offer of possession to complainant.
- n. That on 30.11.2022 the respondent got the occupation certificate from the concerned department.
- o. That after receipt of the knowledge about the grant of O.C. for the tower – D5, the complainant contacted the respondent(s) and visited the office of the respondent(s) to get execute the conveyance deed and asked for a valid offer of possession, but all went in vain. On 31.03.2023, the complainant sent an email to the respondent and asked for the execution of the conveyance deed, but the respondent keeps silent.



- p. That as per the statement of account dated 03.12.2019 issued by respondent the complainant has paid full sale consideration and has a credit balance of Rs.27,392/-. That despite the best efforts by the complainant, the respondent is not offering a valid offer of possession and not executing the conveyance deed.
- q. That due to the above acts of the respondent and the terms and conditions of the builder buyer agreement, the complainant has been unnecessarily harassed mentally and financially, therefore the respondent shall be liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- r. That the cause of action for the present complaint arose in December 2022 when the respondent fails to offer a valid offer of possession and refused to execute the conveyance deed. The cause of action further arose in March 2023, when the respondent refused to execute the conveyance deed and hand over valid physical possession of the unit. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the respondent by an order of injunction and/or passes the necessary orders.
- s. That the complainant being an aggrieved person filing the present complaint under Section 31 with the Authority for violation/contravention of the provisions of this Act as mentioned in the preceding paragraphs. That as per Section 11 (4) of the RERA Act, 2016, the promoter is under obligation towards allottees.
- t. That as per Section 18 of the RERA Act, 2016, the promoter is liable to pay interest on delayed possession or to return of amount and to pay compensation to the allottees of a unit, building, or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.



- u. That as per Section 19(3) of the Act, the complainant is entitled to possession of the unit. That as per Section 17 of the Act, the complainant is entitled to get execute the conveyance deed.
- v. That the complainant hereby submits to the Authority under Section 34 (f) to ensure compliance/obligations cast upon the promoter. That further it is requested that necessary directions be issued to the promoter to comply with the provisions and fulfill the obligation under Section 37 of the Act.
- w. That the complainant does not want to withdraw from the project. The promoter has not fulfilled his obligation therefore as per obligations of the promoter under Sections 17 and 19(3) of the Act, therefore, the respondent is liable to hand over the possession and execution of the conveyance deed.
- x. That the present complaint is not for seeking compensation, without prejudice, the complainant reserves the right to file a complaint to Adjudicating Officer for compensation.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief:
 - i. Pass an appropriate award directing the respondent parties to give possession of the flat with OC and promised amenities.
 - ii. Pass an appropriate award directing the respondent parties to execute the conveyance deed of the unit.
 - iii. The respondent party may kindly be directed to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electric, environmental, etc. before handing over the physical possession of the flats.
 - iv. The respondent party may kindly be directed to hand over the possession of the flat to the allottee immediately, complete in all respects and execute all required documents for transferring/conveying the ownership of the respective flats.



- v. The respondent party may kindly be directed to handover the clubhouse and car parking complete in all respects while handing over of the flats.
 - vi. Any other relief/direction to which the Hon'ble Authority deems fit and proper in the facts & circumstances of the present complaint.
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.
6. The respondents/promoter put in appearance through its counsel and marked attendance on 28.03.2024, 30.05.2024, 22.08.2024, 05.09.2024 and 17.04.2025. Despite giving specific directions to file reply, respondents have failed to comply with the orders of the Authority. It shows that the respondents are intentionally avoiding filing of the written reply. Therefore, vide proceeding dated 24.07.2025, the defence of the respondents was ordered to be struck off for not filing reply.
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 these undisputed documents and submissions made by the complainant.

D. Written submissions made by the complainant:

8. The complainant has filed written submissions on 09.10.2025 and same are taken record. No additional facts apart from the complaint has been stated in the written submissions.

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 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 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 give possession of the flat with OC and promised amenities.**
- F.II Direct the respondent to complete and seek necessary governmental clearances regarding infrastructural and other facilities including road, water, sewerage, electric, environmental, etc. before handing over the physical possession of the flats.**
- F.III The respondent party may kindly be directed to hand over the possession of the flat to the allottee immediately, complete in all respects and execute all required documents for transferring/conveying the ownership of the respective flats.**
- F.IV The respondent party may kindly be directed to handover the clubhouse and car parking complete in all respects while handing over of the flats.**
13. The above-sought relief(s) by the complainant are taken together, being inter connected.



14. On consideration of the documents available on record, the Authority observes that the original allottee (M/s Multi Agro Private Limited) was allotted a unit bearing no. D5-404, admeasuring 2810 sq. ft. (super area) at 3rd floor, Tower/Block -D5 in project of the respondent named "Parsvnath Exotica" at Sector-53, Gurugram and entered into a flat buyer's agreement with respondent no.1 on 24.03.2006. Thereafter, the original allottee sold the flat to the complainant Ms. Uma Bansal and the same was endorsed in her name on 26.03.2010. Further, the unit was endorsed in favour of the complainant (Ms. Sunita Sharma) on 03.04.2012. The total sale consideration of the unit is Rs.81,33,220/- and the complainant has paid an amount of Rs.74,35,613/- and Rs.81,60,613/- (inclusive of rebates given by respondent) against the subject unit.
15. On consideration of the documents available on record, the Authority observes that the complainant has previously filed a complaint bearing no. CR/6177/2019 before the Authority against the subject unit seeking relief similar to the above-mentioned reliefs. Thereafter, vide order dated 16.10.2020, the respondents were directed with the following directions mentioned below:
- (i) *The respondent is directed to pay interest at the prescribed rate of interest i.e., @9.30% p.a. for every month of delay on the amount paid by the complainant from the due date of possession i.e., 15.10.2009 till offer of possession;*
 - (ii) *The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and subsequent interest to be paid on or before 10th of every month;*
 - (iii) *The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period;*
 - (iv) *The respondent shall not charge anything from the complainant which is not the part of the BBA.*
16. Thereafter, the complainant filed an execution petition bearing no.2224/2021 to before the executing court to execute the order dated 16.10.2020, passed by the Authority and the same is listed on 20.02.2026, for compliance/ further proceedings.



17. After considering the documents available on record as well as submissions made by the parties, the Authority is of the view that the above-mentioned reliefs are not maintainable before the Authority as is barred by the principle of res-judicata as the matter in issue between the parties has already been heard and decided by the Authority vide order dated 16.10.2020 in the former complaint bearing no. CR/6177/2019. Further, if any party fails to abide by the directions mentioned the said order, then the same shall be enforced by the executing authority as provided under Section 40 of the Act of 2016 read with Rule 27 of the Haryana Real Estate (Regulation and Development) Rules, 2017, in such manner as may be prescribed. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored. Therefore, subsequent complaint on same cause of action is barred by the principle of res-judicata as provided under Section 11 of the Code of Civil Procedure, 1908. Section 11 of CPC is reproduced as under for ready reference:

"11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.—The expression "former suit" shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.

Explanation II.—For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.

Explanation III.—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

Explanation IV.—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation V.—Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

Explanation VI.—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating.



Explanation VII.—The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

Explanation VIII. —An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised."

18. The Authority is of view that though the provisions of the Code of Civil Procedure, 1908 (CPC) is, as such, not applicable to the proceedings under the Act, save and except certain provisions of the CPC, which have been specifically incorporated in the Act, yet the principles provided therein are the important guiding factors and the Authority being bound by the principles of natural justice, equity and good conscience has to consider and adopt such established principles of CPC as may be necessary for it to do complete justice. Moreover, there is no bar in applying provisions of CPC to the proceedings under the Act if such provision is based upon justice, equity and good conscience.
19. Therefore, in view of the factual as well as legal provisions, the above-mentioned reliefs sought claimed by the complainant in the present complaint stands dismissed being not maintainable.

F.V Direct the respondent to execute the conveyance deed of the unit.

F.VI Any other relief/direction to which the Hon'ble Authority deems fit and proper in the facts & circumstances of the present complaint.

20. The Authority observes that 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 complainant has provided a copy of occupation certificate granted by competent authority on 30.11.2022 for Tower No. D2 (named as D5), D3 (named as D4) & D3 (named as D6). Further, on 31.03.2023, the complainant wrote an email to the respondent for execution of conveyance deed. However, no reply to the same. Despite receipt



of occupation certificate, the respondents have failed to execute the conveyance deed. No response from the respondents calls for an inference against the respondents. Furthermore, as per clause 11(a) of the buyer's agreement, the respondent shall prepare and execute along with allottee(s) a conveyance deed to convey the title of the said flat in favor of the allottee but only after receiving full payment of total price of the apartment 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 favour 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."*

21. 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 OC.
22. 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."

23. As the occupation certificate of the unit was obtained from the competent authority on 30.11.2022. Therefore, there is no reason to withhold the



execution of conveyance deed which can be executed with respect to the subject unit. Accordingly, the respondents are directed to execute the registered conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016, upon payment of requisite stamp duty/registration charges at applicable rates fixed by local administration, within a period of 90 days from the date of this order.

G. Directions of the Authority

24. 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):
- i. The respondents are directed to execute the registered conveyance deed in favour of the complainant/allottee in terms of Section 17(1) of the Act of 2016, upon payment of requisite stamp duty/registration charges at applicable rates fixed by local administration, within a period of 90 days from the date of this order.
 - ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.
25. Complaint as well as applications, if any, stand disposed off accordingly.
26. Files be consigned to the registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.11.2025