

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

Complaint no. : 862 of 2024
Date of order : 23.12.2025

Navdeep Singh

R/o: 6052, ATS Triumph, Dwarka Expressway,
Sector-104, Gurugram, Haryana.

Complainant

Versus

M/s Anand Divine Developers Private Limited.

Office at: - 711/92, Deepali, Nehru Place, New
Delhi-110019.

Respondent

CORAM:

Arun Kumar
Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Seema Nain (Advocate)
M K Dang (Advocate)

Complainant
Respondent

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 provision of the Act or the rules and regulations made thereunder or to the allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name of the project	"ATS Triumph"
2.	Location of the project	Sector 104, Village- Dhanwapur, Gurugram
3.	Nature of the project	Group Housing Colony
4.	Project area	14.093 acres
5.	DTCP License	63 of 2011 dated 16.07.2011 valid till 15.07.2019 10 of 2012 dated 03.02.2012 valid till 02.02.2020
	Name of the licensee	M/s Great Value HPL Infratech Private Limited M/s Kaanha Infrastructure private Limited
6.	HRERA registered/ not registered	Not registered
7.	Date of execution of Buyer's Agreement	16.05.2019 (As on page no. 40 of complaint)
8.	Unit no.	6052, Floor-5 th , Tower no.-06 (As on page no. 41 of complaint)
9.	Super Area	3150 sq. ft. [Super Area] Along with 2 parking space (As on page no. 41 of complaint)
10.	Possession Clause	<i>As per clause 18 of the agreement:</i>

		<p><i>Time of handing over possession</i></p> <p><i>Barring unforeseen circumstances and force majeure events as stipulated hereunder, possession of the said apartment is proposed to be, offered by the company to the allottee on or before 30 June 2019, plus Three months of grace period from the date of this Agreement, subject always to timely payment of all charges including the Basic Sale Price, Stamp Duty, Registration Fees and Other charges as stipulated herein or as may be demanded by the Company from time to time in this regard..</i></p> <p><i>[Emphasis supplied]</i></p> <p>(As on page no. 49 of complaint)</p>
11.	Due date of delivery of possession	<p>30.09.2019</p> <p>[Calculated 30.06.2019 plus grace period of 3 months]</p>
12.	Sales consideration	<p>Rs.1,85,58,356/-</p> <p>(As on page no. 43 of complaint)</p>
13.	Total amount paid by the complainant	<p>Rs.2,08,85,358/-</p>
14.	Occupation Certificate	<p>28.05.2019</p> <p>(As on page no. 28 of reply)</p>
15.	Offer of possession	<p>30.05.2019</p> <p>(As on page no. 31 of reply)</p>
16.	Possession certificate	<p>25.02.2020</p> <p>(As on page no 39 of reply)</p>
17.	Key handover letter	<p>25.02.2020</p>

		(As on page no. 41 of reply)
18.	Conveyance deed	21.03.2023 (As on page no. 65 of reply)

B. Facts of the complaint

3. The complainant has made the following submission: -

- I. That the complainant is an aggrieved allottee who booked 27.02.2019, flat no. 6054 on the 5th Floor in Tower No. 6 of the “ATS Triumph” project located at Dwarka Expressway, Sector 104, Gurugram, Haryana. The possession whereof was undertaken to be delivered to the complainants on or before 30.06.2019 plus three months of grace period from the date of this agreement. Respondent delayed the possession of the apartment by 02 months, in contravention of the terms and conditions of the agreement.
- II. In January 2019, the complainant came across respondent’s advertisement for sale of flats in the project named “ATS Triumph”. That the complainant was enticed into purchasing the Flat by the false representations contained in the respondent’s brochure regarding the stage of completion of the project.
- III. That the respondent’s representatives assured the complainant that the Flat would be ready by 30.06.2019. Based on the respondent’s representations, the complainants proceeded to book the flat on 27.02.2019. The complainants paid the following amounts to the respondent:
 - i. An amount of Rs.4,46,429/- vide Cheque No. 000018 dated 10.02.2019 and an amount of Rs.14,28,571 vide Cheque No. 000028 dated 14.05.2019. Cumulatively, a total booking amount of Rs.18,75,000/- was paid by the complainant to the respondent.

- IV. Thereafter, a Buyer Agreement dated 16.05.2019 was executed between the respondent and the complainant, whereby it was confirmed that the flat having Super Area of approx. 3150 sq. ft. being unit no. 6052 on 05th Floor in Tower 6 with 2 exclusive covered/open car parking in the project was provisionally allotted to the complainant.
- V. That the complainant was also required to make payment of GST of Rs.22,27,002/- (12% of the sale price), thereby making payment of a cumulative sale consideration of Rs.2,07,85,358/-. Though the aforesaid sale consideration also included an amount of Rs.6,72,000 payable for the two (2) parking spaces as well as GST of 12% thereon, the complainants have recently been aware that unless provided in a garage (area enclosed by walls on three sides) is construed part of common area for which the respondent cannot seek any cost from the complainants. In view thereof, the complainants submit that they are also entitled to /refund of sale consideration paid towards car parking.
- VI. Under Clause 5 and the Annexure-IV to the Agreement, the respondent acknowledged the receipt of Rs.18,75,000/- (excluding the payment made towards GST) deposited by the complainants in the manner detailed above. As per Clause 18 of the Agreement, the possession of the flat was to be handed over to the complainants latest by 30.06.2019 plus three months of grace period from the date of the Buyer agreement, with the only condition being timely payment of dues by the complainant.
- VII. That the complainant received the Offer of Possession on 30.05.2019 whereby the respondent requested to clear the entire outstanding dues on or before 21.06.2019 and that the respondent will take approximately 90 days to complete the apartment on receipt of entire payment including TDS and a written request for final finishing. The complainant cleared all outstanding dues on 25.09.2019. On payment of the aforesaid amount, the

payment obligations of the complainant prior to grant of possession, as provided under the Agreement, stood satisfied.

- VIII. Though the complainant made all the payments, the respondent failed to deliver possession of the flat as per the promised timeline of approximately 90 days as mentioned in offer of possession letter. The complainant repeatedly followed up with the respondent's officials regarding the status of their flat.
- IX. On 04.01.2020, the respondent informed the complainant that the apartment is ready for possession and requested to inspect the apartment. The complainant on 09.01.2020 informed via email to the respondent about the inspection and highlighted the deficiencies along with the photographs and requested for the timeline to complete the work.
- X. On 25.02.2020, the certificate of the possession was issued by the respondent. From the aforesaid, it is evident that the complainant has made payment of all the amounts payable by him to the respondent under the Agreement, and are thus, in compliance with all of their obligations thereunder. However, the respondent has failed in its obligation to deliver possession of the flat to the complainant within the time frame.
- XI. That the complainant has also discovered that the apartment suffers from the following deficiencies/discrepancies:
- i. *The parking lot area is not compliant with the extant regulations enacted by the State of Haryana in this regard;*
 - ii. *The specifications of the sanitary fixtures are not as per Agreement;*
 - iii. *Two bedrooms have ceramic tiles contrary to mentioned specification of wooden imported flooring in bedrooms.*
 - iv. *Integrated automation system for HVAC and internal lighting is partial as master bedroom and drawing room only have control. ACs in all bedroom can be controlled but lighting is limited only to master bedroom and drying room.*

- XII. That the respondent has delayed the delivery of possession of the flat to the complainant, contrary to the terms and conditions of the Agreement. The delay caused by the respondent in handing over the possession of the flat has caused considerable financial hardship, harassment and mental distress to the complainant, who has invested his life savings in the project.
- XIII. That Section 18(1) of the Act spells out the consequences if the promoter fails to complete or is unable to give possession of an apartment, plot or building either:
- (i) *In terms of the agreement for sale or to complete the project by the date specified therein; or*
 - (ii) *On account of discontinuance of his business as a developer either on account of suspension or revocation of the registration under the Act or for any other reason. In the aforesaid circumstances, the allottee/home buyer holds an unqualified right to seek refund of the amount with interest for every months' delay in handing over possession at such rate as may be prescribed in this behalf. Section 19(4) provides that if the promoter fails to comply or being unable to give possession of the apartment, plot or building in terms of the agreement, it makes the allottees entitled to claim the refund of amount paid along with interest and compensation in the manner prescribed under the Act.*

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- i. Direct the respondent to make the payment of interest for delay in handing over possession at 10% per annum on the amount of Rs.2,07,85,370/- paid by the complainant to the respondent under the agreement.
 - ii. Direct the respondent to refund the amount of Rs.6,72,000/- paid by the complainant towards common car parking which is not garage.

iii. Direct the respondent to refund the amount of Rs.12,99,085/- paid by the complainant in excess of the prevailing GST rate of 5%.

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 complainant, after physically checking the veracity of the project namely, 'ATS Triumph', Sector 104, Gurugram and visiting the project site, had applied for allotment of an apartment vide Application Form for Allotment of an apartment. The complainant had agreed to be bound by the terms and conditions of the Application Form for Allotment of an Apartment.
- II. That based on the said application, respondent vide its Allotment Letter allotted to the complainant an apartment no. 6052 on the 5th floor of tower no. 6 having super area of 3150 sq. ft. for a sale consideration of Rs.1,85,58,356/- exclusive of GST/ Tax.
- III. That the possession of the unit was supposed to be offered to the complainant in accordance with the agreed terms and conditions of the Buyer Agreement. As per Clause 18 of the Buyer Agreement states that:-

"Barring unforeseen circumstances and force majeure events as stipulated hereunder, the possession of the said apartment is proposed to be, offered by the company to the allottee on or before 30 June 2019, plus three months of grace period from the date of this agreement, subject always to timely payment of all charges including the basic sale price, stamp duty, registration fees and other charges as stipulated herein or as may be deemed by the company from time to time in this regard".

- IV. That the construction was to be completed and possession was to be offered on or before 30.06.2019 and the same was subject to the timely payment for all the charges. It is pertinent to mention here that at the time

of purchasing the said flat by the complainant from the respondent, the respondent had already completed the construction of the tower in which the unit allotted to the complainant was located and also the unit of the complainant.

- V. That after the completion of the construction, the respondent had applied for the grant of the Occupation Certificate. After scrutiny, the concerned authorities granted the occupation certificate for the tower in question on 29.05.2019 and the respondent immediately offered the possession to the complainant on 30.05.2019 i.e. much before the due date and the respondent had demanded the installment for the net payable amount of Rs. 1,87,35,359/- due on offer of possession which was to be paid on or before 21.06.2019. That as already mentioned above, the respondent has already obtained the Occupation Certificate and offered the possession of the unit in question to the complainant as per the terms of the Buyer Agreement. On the other hand, even though the complainant had been called upon to take the possession of his unit after payment of the amount due to the respondent and fulfillment of the requisite formalities yet the complainant was intentionally not coming forward to do so even after reminders dated 03.07.2019 and 14.08.2019 were sent by the respondent to the complainant.
- VI. That the complainant did not come forward to fulfill his obligations and to take the possession of his unit. After a passage of more than three months from the offer of possession, in September, 2019, the complainant approached the respondent to make final payment and to obtain possession of the said unit. Thereafter receiving the payment of all the outstanding dues from the complainant, the respondent handed over the physical possession of the unit in question to the complainant on 25.02.2020 and issued certificate of possession, key handover letter and possession letter

dated 25.02.2020. That thereafter, the complainant vide his letter dated 09.12.2022 approached the respondent to add name of his wife i.e. Mrs. Uma Singh as joint allottee of the unit in question and the complainant and his wife accordingly executed requisite documents in this behalf. The complainant and his wife executed affidavit-cum-undertaking dated 09.12.2022 and Supplementary Agreement dated 04.01.2023.

VII. That the complainant then got executed conveyance deed bearing vasika no. 15074 dated 21.03.2023 in favour of the complainant and his wife in respect of the said unit admeasuring 3150 sq. ft. from the respondent. The relevant clauses of the said conveyance deed are reproduced hereinbelow:-

"6.1 The Vendee agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that any part of the infrastructure required for the Project is not yet complete, or on any other ground whatsoever.

7.1 The Vendor has handed over the vacant, physical and peaceful possession of the said Apartment to the Vendee. The Vendee has taken the possession of the Said Apartment after having inspected and fully satisfied itself about all items of work, quality of workmanship materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered as set forth in Schedule-IV hereto. The Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee."

VIII. Moreover, the complainant and his wife i.e. Mrs. Uma Singh signed a "Discharge cum No dues certificate" wherein it is admitted by the complainant that nothing remains to be paid by the respondent towards any head of any payment.

IX. That thus, the present complaint is absolutely misconceived, untenable, misconceived and aimed at blackmailing harassing and pressurizing the respondent. The complainant is not entitled to any relief whatsoever. The complaint being an abuse of the process of law is liable to be dismissed.

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 submission 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, 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

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

Section 11(4)(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;

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.

F. Findings on the objections raised by the respondent.

F.I Whether the complainant can claim delayed possession charges after execution of the conveyance deed.

12. The respondent stated that the conveyance deed of the unit has already been executed in favour of the complainant on 21.03.2023 and the transaction between the parties stands concluded upon the execution of conveyance deed.
13. The respondent has argued that upon the execution of the conveyance deed, the relationship between the parties is considered concluded, precluding any further claims or liabilities by either party. Consequently, the complainant is barred from asserting any interest in light of the circumstances of the case.
14. In order to comprehend the relationship between the allottee and the promoter, it is essential to understand the definition of a "deed." A deed is a formal, written document that is executed, signed, and delivered by all parties involved in the contract, namely the buyer and the seller. It is a legally binding document that incorporates terms enforceable by law. For a sale deed to be valid, it must be written and signed by both parties. Essentially, a conveyance deed involves the seller transferring all rights to legally own, retain, and enjoy a particular asset, whether immovable or movable. In the present case, the asset in question is immovable property. By signing a conveyance deed, the original owner transfers all legal rights pertaining to the property to the buyer in exchange for valid consideration, typically monetary. Thus, a "conveyance deed" or "sale deed" signifies that

the seller formally transfers all authority and ownership of the property to the buyer.

15. That the execution of a conveyance deed transfers only the title and interest in the specified immovable property (in this case, the allotted unit). However, the conveyance deed does not terminate the relationship between the parties or absolve the promoter of their obligations and liabilities concerning the unit, despite the transfer of title and interest to the allottee upon execution of the conveyance deed.
16. The allottee has invested its hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get the title perfected by executing the conveyance deed which is the statutory right of the allottees. Also, the obligation of the developer-promoter does not end with the execution of a conveyance deed. Therefore, in furtherance to the Hon'ble Apex Court judgement and the law laid down in case titled as ***Wg.Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020***, the relevant paras are reproduced herein below:

"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into the pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their rights to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their titles to the flats for which they have paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who espouses a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position in which the NCDRC has espoused. We cannot countenance that view.

35. The flat purchasers invested their hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeing a Deed of conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."

17. The Authority has already taken a view in **Cr. No. 4031/2019** and others titled as **Varun Gupta V/s Emaar MGF Land limited and others** and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.
18. Upon reviewing all relevant facts and circumstances, the Authority determines that the complainant/allottee retain the right to seek compensation for delays in possession from the respondent-promoter, despite the execution of the conveyance deed.

G. Finding on the relief sought by the complainant.

G.I. Direct the respondent to make the payment of interest for delay in handing over possession at 10% per annum on the amount of Rs.2,07,85,370/- paid by the complainant to the respondent under the agreement.

19. Clause 18 of the Builder Buyer's agreement (in short, the agreement) dated 16.05.2019, provides for handing over possession and the same is reproduced below:

Clause 18

Barring unforeseen circumstances and force majeure events as stipulated hereunder, possession of the said apartment is proposed to be, offered by the company to the allottee on or before 30 June 2019, plus Three months of grace period from the date of this Agreement, subject always to timely payment of all charges including the Basic Sale price, Stamp Duty, Registration Fees and other

Charges as stipulated herein or as may be demanded by the Company from time to time in this regard.

[Emphasis supplied]

20. The Buyer's Agreement was executed on 16.05.2019 between the complainant and the respondent. As per clause 18 of the agreement, the respondent was to offer the possession of the unit to the allottee on or before 30.06.2019 along with a grace period of three months. Therefore, the due date comes out to be 30.09.2019.
21. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority is not satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The Authority has observed that the Buyer's Agreement was executed on 16.05.2019 between the complainant and the respondent. The possession of the subject unit was to be offered on or before 30.06.2019 along with a grace period of three months. Thus the due date of possession comes out to be 30.09.2019. The Occupation Certificate in respect of the said project was received by the respondent/promoter on 28.05.2019 and thereafter, the unit was offered to the complainant on 30.05.2019. The Conveyance Deed was executed in favour of the complainants on 21.03.2023.
22. The respondent/promoter has offered possession of the unit to the complainant on 30.05.2019 after obtaining the Occupation Certificate on 28.05.2019. The due date of possession of the unit was 30.09.2019. Thus, no delay whatsoever is established on behalf of the respondent and no cause of action have accrued in favour of the complainant and against the respondent.

G.II Direct the respondent to refund the amount of Rs.6,72,000/- paid by the complainant towards common car parking which is not garage.

G.III Direct the respondent to refund the amount of Rs.12,99,085/- paid by the complainant in excess of the prevailing GST rate of 5%.

23. The financial liabilities between the allottee and the promoter comes to an end after the execution of the Conveyance Deed. The complainant could have asked for the claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed the complainant-allottee cannot seek refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remains. So, no directions in this regard can be effectuated at this stage.
24. The present complaint stands dismissed.
25. File be consigned to the registry.


(Phool Singh Saini)**Member**

Dated-23.12.2025

Haryana Real Estate Regulatory Authority, Gurugram.


(Arun Kumar)**Chairman**