

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision : 31.10.2025

Name of the Builder		Sweta Estate Private Limited	
Project Name		Belgravia in Central Park -II, Sector 48, Gurugram Haryana	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4874/2023	Pavan Dutta VS. Sweta Estate Private Limited	Shri Vibhor Sharma, Adv. (Complainant) Shri Venket Rao and Dharmender Sehrawat Adv. (Respondent)
2.	CR/4875/2023	CR/4874/2023 Case titled as Pavan Dutta VS Sweta Estate Private Limited	Shri Vibhor Sharma, Adv. (Complainant) Shri Venket Rao and Dharmender Sehrawat Adv. (Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations,

responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues arising in the present matters are similar in nature. The complainant(s) in the above-referred cases are allottees of the project namely "Belgravia in Central Park -II, Sector 48, Gurugram Haryana being developed by the respondent-promoter, Sweta Estate Private Limited. The terms and conditions of the Builder Buyer Agreements executed between the parties are also substantially similar. The fulcrum of the dispute in both cases pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated time, for which the complainant(s) have sought possession along with delay possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Belgravia in Central Park -II, Sector 48, Gurugram Haryana

Occupation certificate received on 05.09.2014

Offer of Possession: 23.09.2014

Clause 9.1 of BBA

The company contemplates to complete construction of the apartment and handover the possession thereof to buyer within 18 months from the execution of this agreement.

[Page 26 of complaint]

S. r.	Complaint No./Date of filing/	Unit no. and area	Allotment letter dated	Due date of possession	Total sale consideration	Amount Paid up by the complainant



N o	Reply status					
1	CR/4874/2 023 DOF: 03.11.2023 Reply received on 21.02.2024	Flat no. 1C, 1 st floor in the Belgravia Tower no. 19, located on Plot no.19 [Page 22 of complain t] 2590 Sq. Ft. [Page 22 of complain t]	03.12.2011 (page 20 of complaint)	03.06.2013	₹ 1,24,32,00 0/- [Page 21 of complaint]	₹ 46,74,513/- [As alleged by the complainant, page 16 of complaint] Cancellation letter on 19.05.2015 Letter sent by respondent along with cheque of ₹22,85,763/- after deduction EMD of Rs. 15,00,000/- and Rs. 10,06,201/- for brokerage charges paid by company on 11.12.2015
2.	CR/4875/2 023 DOF: 03.11.2023 Reply received on 23.02.2024	Apartme nt no. 10 E, 10 th floor, Wing 1, in "The Room" located on Plot no.1 [Page 22 of complain t]	03.12.2011 (page 19 of complaint)	03.06.2013	₹ 88,46,600/ - [Page 22 of complaint]	₹ 46,51,175/- [Page 16 of complaint] Cancellation letter 31.03.2015 Letter sent by respondent along with cheque of ₹38,55,082/- after deduction EMD of Rs. 4,00,000/- and Rs. 5,13,856/- for brokerage

		1246 Sq. Ft. [Page 22 of complain t]			charges paid by company on 11.12.2015 Conveyance deed in favour of another person Nalin kr. Budhraja on 02.02.2018
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Relief sought: Possession along with interest.

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of possession along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4874/2023 titled as Pavan Dutta VS. Sweta Estate Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua possession along with interest.

A. Project and unit related details

7. 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.	Project name and location	Belgravia in Central Park -II, Sector 48, Gurugram Haryana
2.	Project area	47.661 acres
3.	Nature of project	Residential
4.	RERA registered/not registered	GGM/379/111/2019/73 dated 23.12.2019
5.	Date of execution of Apartment buyer agreement	03.12.2011 (page 20 of complaint)
6.	Unit No.	Flat no. 1C, 1 st floor in the Belgravia Tower no. 19, located on Plot no.19 [Page 22 of complaint]
7.	Unit area admeasuring	2590 Sq. Ft. [Page 22 of complaint]
8.	Possession clause	Clause 9.1 of BBA The company contemplates to complete construction of the apartment and handover the possession thereof to buyer within 18 months from the execution of this agreement. [Page 26 of complaint]
9.	Due date of Possession	03.06.2013 [calculated from the date of execution of agreement]

10.	Basic sale consideration	₹ 1,24,32,000/- [Page 21 of complaint]
11.	Total amount paid by the complainant	₹ 46,74,513/- [As alleged by the complainant, page 16 of complaint]
12.	Occupation Certificate	05.09.2014 [As alleged by the respondent in reply, No document on record for OC]
13.	Offer of Possession	22.09.2014 [Page 66 of reply]
14.	Cancellation letter	19.05.2015 [Page 75 of reply]
15.	Letter sent by respondent along with cheque of ₹22,85,763/- after deduction EMD of Rs. 15,00,000/- and Rs. 10,06,201/- for brokerage charges paid by company.	11.12.2015 [Page 76-77 of reply]

B. Facts of the complaint

8. The complainant has made the following submissions in the complaint:

- That the Complainant had booked a residential unit bearing Flat No. 1C, Tower 19, Belgravia-II, in the project namely Central Park-II, situated at Sector 48, Gurugram. The super area of the said flat admeasured 2590 sq. ft., and the agreed sale consideration was fixed at the rate of ₹4,800/- per sq. ft. The total sale consideration of the said unit thus amounted to ₹1,24,32,000/-.

- ii. That an Apartment Buyer's Agreement was duly executed between the Complainant and the Respondent on 03.12.2011. As per the terms and representations contained therein, the Respondent had undertaken to hand over possession of the said unit within a period of 18 months from the date of execution of the Agreement. Accordingly, possession ought to have been delivered on or before 02.06.2013. However, the Respondent failed to offer possession within the stipulated period, thereby committing breach of contractual obligations and deficiency in service.
- iii. That on 16.10.2014, the Complainant received a letter purporting to offer possession of the said unit. Upon visiting the site, the Complainant discovered that the project was incomplete and not fit for habitation. Construction activities in adjoining towers were ongoing, rendering the premises unsafe and hazardous. Essential amenities and basic facilities as promised under the Agreement were not operational, making it impracticable and unreasonable for the Complainant to take possession at that stage. That on 20.10.2014, the Complainant visited the office of the Respondent Company and met Mr. Rajiv Chaudhary, General Manager, who was apprised of the incomplete status of the project. Mr. Rajiv Chaudhary assured the Complainant that the possession letter had been issued merely to enable buyers to arrange funds and that the project would be made ready for delivery in due course.
- iv. That the Complainant had informed the Respondent that he had applied for a housing loan from Union Bank of India, Gurugram. The Bank officials conducted a site inspection and initially declined sanction on the ground that the project was incomplete. After persistent efforts

by the Complainant, the Bank agreed to sanction the loan subject to execution of a Tripartite Agreement between the Complainant, the Bank, and the Respondent. The said Tripartite Agreement was forwarded to the Respondent; however, despite receipt thereof, the Respondent failed and neglected to execute the same.

- v. That even after sanction of the loan and availability of funds in the loan account, disbursement could not be effected solely due to the Respondent's failure to sign the Tripartite Agreement. The Complainant had sufficient margin money available, and there was no financial default on his part. The Respondent's refusal to execute the Tripartite Agreement was deliberate and mala fide.
- vi. That despite several meetings and communications, the Respondent continued to delay the matter on one pretext or another. The Respondent further sought unwarranted modifications in the standard Tripartite Agreement, fully aware that banking institutions operate under fixed terms and conditions, thereby intentionally obstructing disbursement of the sanctioned loan. That in May 2015, the Bank addressed a communication to the Respondent confirming its readiness to release payment. However, the Respondent intentionally avoided responding either to the Bank or to the Complainant. Instead, the Respondent issued a fabricated and backdated cancellation letter purporting to cancel the Complainant's unit. Upon confrontation, the Respondent assured the Complainant that the said cancellation letter was not legally operative and advised him not to be concerned.
- vii. That subsequently, the Complainant was called by Mr. Rajiv Chaudhary for an amicable resolution of the dispute. During the meeting,

assurances were again given that the matter would be examined and that the date for execution of the Tripartite Agreement would be communicated.

- viii. That on 05.10.2016, the Complainant received an email from Mr. Rajiv Chaudhary stating that the flat had been cancelled in December 2015 and that a cheque bearing No. 411272 dated 08.12.2015 for ₹22,85,763/- had been issued as refund. It was further stated that the said amount related to cancellation of both flats booked by the Complainant in the same project, with identical cheque details mentioned for both units. The Complainant categorically states that no such cheque was ever received and no refund amount has been paid till date. That the contents of the email dated 05.10.2016 are false, fabricated and issued with fraudulent intent. The Complainant has neither received any cheque nor any refund amount whatsoever from the Respondent.
- ix. That the Respondent's fraudulent conduct is further evident from the fact that had any cheque been issued, the corresponding debit entry would have reflected in the Respondent's bank account. No such payment has been made. Furthermore, vide letter dated 21.11.2016, the Respondent demanded payment of VAT amounting to ₹1,54,095/- from the Complainant. The Respondent, on one hand, alleged cancellation of the flat and, on the other hand, continued to raise monetary demands, thereby acting in a contradictory and deceitful manner.
- x. That the Complainant has been regularly receiving maintenance and common area electricity bills from the Respondent's sister concern, Central Park Hospitality Services Pvt. Ltd., and has also made part

payments towards the same, which further substantiates that the allotment was subsisting. That on 14.10.2017, the Complainant received a call from Mr. Vineet Nanda, President of the Respondent Company, proposing a meeting to resolve the dispute. The Complainant expressed willingness to make the outstanding payment and proceed with the purchase; however, the Respondent categorically refused to sell the flat and instead proposed a buy-back arrangement. The Complainant was subsequently provided with a draft settlement deed and buy-back agreement. Discussions in this regard continued through November and December 2017.

- xi. That the Complainant requested the Respondent not to create any third-party interest in the property until the settlement amount was paid. Mr. Vineet Nanda agreed to the same on 21.12.2017. Thereafter, despite repeated follow-ups by the Complainant, the Respondent neither honoured the settlement nor paid any amount to the Complainant. That the Complainant attempted to visit the Respondent's office but was denied entry and allegedly threatened. The Complainant later came to know that the said flat had been sold to third parties, namely Mr. Karthik Chakrapani and Ms. Neha Bansal, without settling the Complainant's claims or refunding any amount, thereby illegally creating third-party rights in the property.
- xii. That the cause of action for filing the present complaint has arisen within the territorial jurisdiction of this Hon'ble Authority, as the project Central Park-II, which forms the subject matter of the present complaint, is situated at Sector 48, Gurugram, and all transactions and representations were made within the said jurisdiction.

C. The complainant is seeking the following relief:

9. The complainant has sought following relief(s):

- i. Direct the Respondent to handover the possession along with delay possession charges.

D. Reply filed by the respondent.

10. The respondent had contested the complaint on the following grounds:

- i. That the present Complaint is not maintainable either in law or on facts and is liable to be dismissed at the threshold. It is submitted that the Occupation Certificate in respect of the premises in question was duly obtained on 15.09.2014 and the Offer of Possession was issued on 20.09.2014, i.e., much prior to the coming into force of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act"). Accordingly, the provisions of the RERA Act are not retrospectively applicable to the present case, and the Complaint under the said Act is misconceived and not maintainable.
- ii. That the present Complaint is also liable to be dismissed on the ground of non-joinder of a necessary party. It is submitted that the unit in question was jointly allotted, and one of the co-allottees, namely Ms. Reeta Datta, has not been impleaded as a party to the present proceedings. The non-impleadment of a necessary and proper party renders the Complaint defective and bad in law, and therefore, the same deserves dismissal on this ground alone.
- iii. That the Complainant has failed to fulfil his contractual obligations, particularly with respect to timely payment of instalments, which was expressly stipulated as the essence of the Apartment Buyer Agreement. Despite issuance of repeated reminders dated 29.11.2014, 12.01.2015, 12.02.2015, 11.04.2015 and 08.05.2015, the

Complainant failed to clear the outstanding dues and did not respond to the said communications. In terms of Clause 3.2 of the Apartment Buyer Agreement, timely payment was a fundamental condition, and in the event of default, the Respondent was entitled to cancel the allotment and refund the amounts paid after deducting the Earnest Money Deposit, interest on delayed payments and other non-refundable charges. Consequently, the Respondent, being left with no alternative, cancelled the allotment vide letter dated 19.05.2015 in accordance with the terms of the Agreement.

- iv. That the present Complaint, seeking possession of the unit, is hopelessly barred by limitation. The cancellation of the unit was effected on 19.05.2015, whereas the present Complaint has been filed in October 2023, i.e., after an inordinate delay of more than nine years. Though the RERA Act does not expressly prescribe a limitation period, Section 88 of the Act makes it clear that its provisions are in addition to, and not in derogation of, other laws for the time being in force, and therefore, the provisions of the Limitation Act, 1963 are squarely applicable. The right, if any, to challenge the cancellation accrued in May 2015 and cannot be revived after such an extraordinary lapse of time. The principle of limitation has also been recognised by this Hon'ble Authority in Complaint No. 6802 of 2019 titled Naresh Kumar Aggarwal & Anr. vs Ireo Grace Realtech Private Limited, decided on 24.08.2022, wherein it was held that a complaint filed after an inordinate delay from the date of cancellation is barred by limitation, relying *inter alia* upon the judgment in Central Coal Fields Ltd. vs Lilawati Devi, 2001 (1) LLJ 1477.

- v. That the present Complaint is further not maintainable as the allotment stood cancelled in the year 2015 and, in accordance with the Apartment Buyer Agreement, the refundable amount was remitted to the Complainant vide cheque dated 11.12.2015. Thereafter, the unit bearing No. 10C, Tower 19, Belgravia-II, in Central Park-II, Sector 48, Gurugram, was validly sold to a third party and a Conveyance Deed has already been executed in favour of the subsequent purchaser. In view thereof, no relief of possession can be granted at this stage.
- vi. That the cancellation of the allotment was effected strictly in accordance with the terms and conditions of the Apartment Buyer Agreement and in compliance with the provisions of the RERA Act. The Complainant persistently defaulted in making due payments despite multiple reminders and sufficient opportunities. It is submitted that as on the date of cancellation, the Complainant had paid only approximately 35% of the total consideration. Notwithstanding the Complainant's defaults, the Respondent completed construction of the unit, obtained the Occupation Certificate and duly offered possession. After cancellation, the Respondent issued a cheque towards the refundable amount as per the Agreement, and upon the Complainant's failure to encash the same, a demand draft was also sent. The Complainant, with mala fide intent and to unjustly enrich himself, deliberately chose not to encash the said instruments.
- vii. It is further submitted that from the date of Offer of Possession dated 22.09.2014, the Respondent granted approximately 242 days to the Complainant to regularise the account and clear outstanding dues. Only after the Complainant failed to avail such opportunities was the

allotment cancelled. That without prejudice to the foregoing submissions, once the allotment stood cancelled in accordance with the Agreement and Section 11(5) of the RERA Act, the Complainant ceased to be an "allottee" within the meaning of the Act. Consequently, the present Complaint under the RERA Act is not maintainable. In this regard, reliance is placed upon the order passed by the Uttar Pradesh Real Estate Regulatory Authority, Lucknow Bench, in Complaint No. LKO/16204/73007/2021 titled Vaibhav Chaturvedi vs Experion Developers Private Limited, wherein it was held that upon valid cancellation of allotment as per the Agreement and Section 11(5) of the RERA Act, the complainant therein no longer fell within the definition of an allottee and the complaint was accordingly dismissed as not maintainable.

- viii. That the Complainant, being a persistent defaulter in payment of dues, is not entitled to seek any equitable or statutory relief. It is further submitted, without prejudice, that the Complainant has himself violated the provisions of the RERA Act, particularly Section 19(6), which casts an obligation upon the allottee to make timely payments in accordance with the terms of the Agreement. Having failed to discharge his statutory and contractual obligations, the Complainant cannot invoke the jurisdiction of this Hon'ble Authority. Save and except what is specifically admitted herein, all other averments, allegations and contentions raised in the Complaint are denied as false, baseless and misconceived.
11. 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

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

E.I Territorial jurisdiction

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

14. Section 11(4)(a) of the Act 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) 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.

15. So, in view of the provisions of the Act of 2016 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 handover the possession along with delay possession charges.

16. It is an admitted position that the Complainant was allotted Flat No. 1C, First Floor, in Belgravia Tower No. 19, situated on Plot No. 19, admeasuring 2590 sq. ft., in the residential project of the Respondent titled "Belgravia in Central Park-II, Sector 48, Gurugram, Haryana." The Builder Buyer Agreement (BBA) between the parties was executed on 03.12.2011. In terms of Clause 9.1 of the said Agreement, the Respondent was under a contractual obligation to hand over possession of the said unit within a period of 18 months from the date of execution of the Agreement. Accordingly, the stipulated date for delivery of possession fell due on or before 03.06.2013.
17. That the Respondent obtained the Occupation Certificate (OC) in respect of the subject unit on 05.09.2014. Subsequent thereto, the Respondent issued an Offer of Possession to the Complainant on 22.09.2014.
18. It further transpires from the material placed on record that the Respondent cancelled the allotment of the subject unit vide letter dated 19.05.2015. Thereafter, on 11.12.2015, the Respondent forwarded a

communication to the Complainant along with a cheque for a sum of ₹22,85,763/- towards the refundable amount, after deducting ₹15,00,000/- towards Earnest Money Deposit (EMD) and ₹10,06,201/- towards brokerage charges allegedly paid by the Respondent Company.

19. The present complaint has been instituted on 03.11.2023, nearly eight (8) years after the cancellation of the unit. Such an extraordinary delay has neither been explained nor justified by the Complainant at any stage of the proceedings. The record demonstrates a complete and prolonged inaction on the part of the Complainant for more than a decade from the date of cancellation of the unit until the filing of the present complaint. The Complainant remained wholly inactive in asserting or pursuing his alleged rights and did not approach any forum during this entire period. This unexplained and inordinate delay defeats the very object of timely redressal contemplated under the Act.
20. While the Act aims to safeguard the interests of allottees, such protection cannot be extended to revive claims that have remained dormant for years, particularly when the cancellation was preceded by multiple opportunities extended to the Complainant. Entertaining such stale claims would run contrary to well-settled principles of equity, limitation, and jurisprudence.
21. One such principle is that delay and latches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary

powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.

22. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.
23. In view of the facts noted hereinabove and the principles applicable thereto, the Authority is of the considered view that the present complaint is not maintainable. The Complainant has remained dormant for an unduly long period without asserting his rights, and the law does not come to the aid of those who sleep over their rights for an unreasonable length of time.
24. It is a settled principle of natural justice that no person's right should be prejudiced due to the unexplained inaction or negligence of another. In the present matter, the Complainant has failed to offer any justification for the inordinate delay of nearly a decade. In these circumstances, the complaint is held to be non-maintainable, and the reliefs prayed for cannot be granted.
25. Consequently, the complaint seeking possession is not maintainable, being barred by limitation, and is hereby rejected.

26. Complaint as well as applications, if any, stands disposed off accordingly.
27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of paid-up amount is mentioned in each of the complaints.
28. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 31.10.2025



HARERA
GURUGRAM