

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

Date of order: 13.02.2026

NAME OF THE BUILDER		M/s Vipul Limited
PROJECT NAME		"Vipul Lavanya Apartments" at Sector-81, Gurugram
Sr. No.	Case No.	Case title
1.	CR/3547/2025	Sharad Mishra and Venus Nayak Vs. M/s Vipul Limited
2.	CR/3566/2025	Sharad Kumar and Neha Mittal Vs. M/s Vipul Limited
3.	CR/4024/2025	Praveen Kumar Gupta and Chavi Gupta Vs. M/s Vipul Limited
4.	CR/4260/2025	Siksha Raizada and Prateek Raizada Vs. M/s Vipul Limited

CORAM:

Shri Arun Kumar

Chairman**APPEARANCE:**

Shri Manish Shukla, Advocate

Complainants

Shri Rishabh Gupta, Advocate

Respondent

ORDER

1. This order shall dispose of 04 complaints titled above filed before this authority 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 parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Vipul Lavanya Apartments" at Sector-81, Gurugram, Haryana being developed by the respondents/promoter i.e., M/s Vipul Limited. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking award of possession and delayed possession charges and execute the conveyance deed and others.
3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Vipul Lavanya Apartments" at Sector-81, Gurugram
Project area	10.512 Acres
Nature of the project	Group Housing Project
DTCP license no. and other details	26 of 2010 dated 18.03.2010 Valid up to 17.03.2020
Name of licensee	Vijay Laxmi Inds. & 4 others.
RERA Registered/ not registered	Registered [2.282 Acres out of total site area 10.512 Acres] [For tower 2 & 3] 15 of 2018 dated 11.09.2018 Valid up to 31.08.2019
Possession clause as per buyer's agreement in CR/3547/2025 & CR/4024/2025	8.Possession 8.1 a) ... The Vendor proposes to handover the possession of the said flat within a period 36 months from the date of signing of this agreement. The vendee(s) agrees and understands that the vendor shall be entitled to a grace of 90 days, after expiry of 36 months, for applying and obtaining the

	occupation certificate in respect of the group housing complex. [Emphasis supplied]
Possession clause as per buyer's agreement in CR/3566/2025 & CR/4260/2025	8.Possession 8.1 a) ... The Vendor proposes to handover the possession of the said flat by August, 2019... [Emphasis supplied]
Occupation certificate	25.05.2015 (For Tower/ Block – 6, 7 & 8) 20.08.2015 (For Tower/ Block – 5 & 9) 04.08.2016 (For Tower/ Block – 1 & 4) 27.07.2017 (For Tower/ Block – 10) Not known (For Tower/ Block – 2 & 3)

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter And BBA	Due date of Possession & Possession certificate	Total sale consideration and Total amount paid by the complainant in Rs.
1.	CR/3547/2025 Sharad Mishra and Venus Nayak Vs. Vipul Limited DOF: 12.08.2025 RR: Not filed & Hence defense Stuck off	801, 8th floor, Tower-3 1780 sq. ft. (super area) [Page 56 of complaint]	AL: 14.04.2016 [As per page no.56-61 of complaint] BBA: 14.04.2016 [As per page 25-55 of complaint]	Due date of possession: 14.07.2019 [14.04.2019 + 90 days] [Note: Due date of possession to be calculated 36 months from the date of signing of this agreement plus grace of 90 days] Possession certificate: 10.08.2019 [Page no.62 of complaint]	TSC: Rs.75,34,122/- [As per clause 1.2 of BBA at page 27 of complaint] AP: Rs.81,35,845/- [As alleged in para 4(iii) at page 10-11 of complaint]
2.	CR/3566/2025 Sharad Kumar and Neha Mittal Vs. Vipul Limited DOF: 12.08.2025	1104, 11 th floor, Tower-2 1780 sq. ft. (super area) [Page 24 of complaint]	AL: 15.10.2018 [As per page no.24 of complaint] BBA: 21.12.2018 [as per page 25-58 of complaint]	Due date of possession: 31.08.2019 [Note: As per clause 8.1(a) of BBA at page 40 of complaint] Possession certificate: 20.11.2019	TSC: Rs.74,59,508/- [As per Schedule of payment annexed with BBA at page 58 of complaint] AP: Rs.75,62,487/-

	RR: Not filed & Hence defense Stuck off			[Page no.61 of complaint]	[As per SoA revised dated 16.10.2019 at page 59-60 of complaint]
3.	CR/4024/2025 Praveen Kumar Gupta and Chavi Gupta Vs. Vipul Limited DOF: 12.08.2025 RR: Not filed & Hence defense Stuck off	501, 5 th floor, Tower-3 1780 sq. ft. (super area) [Page 25-26 of complaint]	AL: 13.09.2010 [As per page no.25-26 of complaint] BBA: 25.11.2010 [As per page 27-52 of complaint] Endorsement in favor of complainants: 31.03.2021 [Page no.50 of complaint]	Due date of possession: 25.02.2014 [25.11.2013 + 90 days] [Note: Due date of possession to be calculated 36 months from the date of signing of this agreement plus grace of 90 days] Possession certificate: 05.04.2021 [Page no.62 of complaint]	TSC: Rs.58,51,055/- [As per clause 1.2 of BBA at page 29 of complaint] AP: Rs.56,77,017/- [As alleged in para 4(iv) at page 11 of complaint]
4.	CR/4260/2025 Siksha Raizada and Prateek Raizada Vs. Vipul Limited DOF: 13.08.2025 RR: Not filed & Hence defense Stuck off	1001, 10 th floor, Tower-2 1783 sq. ft. (super area) [Page 26 of complaint]	AL: 18.05.2019 [As per page no.26 of complaint] BBA: 18.05.2019 [as per page 27-58 of complaint] Agreement to sell B/w complainants & Original Allottee: 20.03.2024 [Page no.54-56 of complaint]	Due date of possession: 31.08.2019 [Note: As per clause 8.1(a) of BBA at page 36 of complaint] NoC by respondent for transfer of unit: 24.05.2024 [Page no.67 of complaint] Possession certificate: 03.06.2024 [Page no.52 of complaint]	TSC: Rs.75,25,338/- [As per Schedule of payment annexed with BBA at page 48 of complaint] AP: Rs.73,50,024/- [As per SoA revised dated 07.05.2024 at page 62 of complaint]
Relief sought: a. Direct the respondent to give "actual possession" with interest on delay penalty charges, till the registration of the conveyance deed in favor of the complainant, in this regard covered "Shri Bhuwan Chandra Joshi VS Vipul Ltd complaint case no. 4567 of 2020 and other batch matters related to identical project and tower, referring related to identical facts and circumstances of same tower and same project with the same respondent developer; b. Any other relief as Hon'ble Authority may please allow for delivery of justice.					

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
BBA	Builder Buyer's Agreement
TSC	Total sale consideration
AP	Amount paid by the allottee/s

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
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 promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/3547/2025 titled as Sharad Mishra and Venus Nayak Vs. M/s Vipul Limited** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

7. 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:

CR/3547/2025 titled as Sharad Mishra and Venus Nayak Vs. M/s Vipul Limited

S. N.	Particulars	Details
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1.	Name and location of the project	"Vipul Lavanya Apartments" at Sector-81, Gurugram
2.	Project area	10.512 Acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license	26 of 2010 dated 18.03.2010 Valid up to 17.03.2020
5.	Name of Licensee	Vijay Laxmi Inds. & 4 others.
6.	RERA Registered & validity status	Registered [2.282 Acres out of total site area 10.512 Acres] [For tower 2 & 3] 15 of 2018 dated 11.09.2018 Valid up to 31.08.2019
7.	Unit no.	801, 8th floor, Tower-3 (As mentioned in allotment letter dated 14.04.2016 at 56 of complaint)
8.	Unit area	1780 sq. ft. (super area) (As mentioned in allotment letter dated 14.04.2016 at 56 of complaint)
9.	Allotment letter	14.04.2016 (As per page no.56-61 of complaint)
10.	Date of execution of buyer's agreement	14.04.2016 (as per page 25-55 of complaint)
11.	Possession clause	8.Possession <i>8.1 a) ... The Vendor proposes to handover the possession of the said flat within a period 36 months from the date of signing of this agreement. The vendee(s) agrees and understands that the vendor shall be entitled to a grace of 90 days, after expiry of 36 months, for applying and obtaining the occupation certificate in respect of the group housing complex.</i> [Emphasis supplied] (As per page 32 of the complaint)
12.	Due date of possession	14.07.2019 [14.04.2019 + 90 days] [Note: Due date of possession to be calculated 36 months from the date of

		signing of this agreement plus grace of 90 days]
13.	Basic sale consideration	Rs.64,93,440/- (As per clause 1.2 of BBA at page 27 of complaint)
14.	Total sale consideration	Rs.75,34,122/- (As per clause 1.2 of BBA at page 27 of complaint)
15.	Amount paid	Rs.81,35,845/- (as alleged in para 4(iii) at page 10-11 of complaint)
16.	Tripartite Agreement For loan of Rs.62,00,000/- [B/w Complainants, respondent & HDFC Ltd.]	20.05.2016 (As per page 66-70 of complaint)
17.	Application for grant of OC	30.06.2018 (As per page no.76 of complaint)
18.	Occupation Certificate	25.05.2015 (For Tower/ Block - 6, 7 & 8) 20.08.2015 (For Tower/ Block - 5 & 9) 04.08.2016 (For Tower/ Block - 1 & 4) 27.07.2017 (For Tower/ Block - 10) Not known (For Tower/ Block - 2 & 3)
19.	Offer of possession	Not known
20.	Physical possession certificate	10.08.2019 (As per page no.62 of complaint)

B. Facts of the complaint:

8. The complainant has made the following submissions: -

- I. That the complainant is the allottee in the project of 'Vipul Lavanya' constructed by the respondent. The complainant is the buyer and having a flat in the project of 'Vipul Lavanya' constructed by the respondent but the respondent has failed to *offer actual possession of the said flat/apartment due to willful negligence from the side of the respondent.* The complainant is the law-abiding citizen of India and have full faith in this Hon'ble Court. The respondent is a Limited company registered under the Indian companies act 1956 Act and is doing the real estate

business providing the residential and commercial building to its customer herein after referred respondent company.

- II. That the complainant had purchased the flat from the respondent company had entered into an agreement on 14.04.2016 with the complainant towards allotment of flat number 801, 8th Floor measuring 1780 Sq. ft., Tower number 3 at 'Vipul Lavanya' project situated at Sector-81 Gurgaon, Haryana. The Total sale consideration of said flat was Rs.75,34,122/- including all other charges. The respondent company had allotted this said unit to the complainant under the flat - buyer agreement.
- III. That the flat buyers-agreement contain detailed terms and condition of selling of the flat and other clauses about the right and title of flat. The complainant had paid total sum of Rs.81,35,844.95/- and the flat was supposed to be delivered by April, 2019 but till date actual possession of the said flat has not been given to the complainant. The complainant has never ever defaulter in making payment to the respondent company and all the payment were paid timely.
- IV. That main grievance of the complainant in the present complaint is non-fulfilment of the terms and conditions contained in the flat-buyer agreement. The complainant has not received the 'Actual Possession' till date. The complainant is the owner of the respective flat but not a legal owner of the said property unless the actual possession given by the respondent, the occupancy certificate (OC) and conveyance deed registered or issued by the relevant authorities in favour of the complainant. From the occupancy certificate it shows and proof that the building has been completed as per the sanction plan. The respondent company has not offered the actual possession of said flats till date despite more than 6 years have been passed and deprived from his own property after receiving full payment. The respondent compels and given

permission possession on 10.08.2019, the complainant has no other choice but to take permissive possession in order to avoid financial liability and obligation. It is important to mentioned here that the respondent forcibly handed over permissive possession of the flat to the complainant, solely to avoid penalties and to circumvent applicable government norms. The complainant had no choice but to accept such possession under compulsion, as he was already burdened with a heavy home loan and ongoing EMIs. The act of granting possession was thus not voluntary or lawful but was done in a manner to escape the consequences of delay and non-compliance.

- V. That In fact on account of delay in getting possession for the aforesaid flat, the complainant over burdened with loan, other daily expenses and EMIs which leads the complainant into mental agony and depression.
- VI. That it is humbly submitted it is covered case, as in various judgments passed by this Authority, granted delay penalty in similar circumstance. Here in this case, the developer failed to give possession and obtain occupancy certificate and, in such scenarios, it is prayed that this Hon'ble Court may be pleased to direct the respondent to pay delay penalty till such time the registered Conveyance deed is to be executed in favour of the buyer/complainant. It is further submitted that if the complainant wishes to sell their ready properties, without an OC and conveyance deed registered, can't proceed if their prospective buyer is applying for a loan, as banks require this document as well, reject the loan in absence of OC/ conveyance deed.
- VII. That the complainant is a middle-class families facing financial obligations, hence is extremely required for actual possession and OC and getting the conveyance deed registered from the respondent Builder as the hard-earned money involved in the said flats otherwise irreparable

loss would be occurred to the complainant. This Authority mandates that the promoter/builder has to obtain the occupancy and registered the conveyance a titled documents and hand over the same to his buyer/complainant. The said project/ tower come under the ambit of the law and are ready with the infrastructure required occupancy certificate. The complainant seeks permission to file copy of similar case related to same project and tower with same developer as held by this Hon'ble Court in the case of '*Shri Bhuwan Chandra Joshi Vs Vipul Ltd Complaint Case no. 4567 of 2020*' judgement dated 23.02.2021, this Judgment has achieved finality.

- VIII. That this case is identical as aforesaid, this Court has also ruled that developers cannot use the force majeure clause for lack of approvals, financial crises and any other pending proceedings.
- IX. That the complainant has been diligent throughout, be it means of paying all of their instalments in time, following up with the opposite party earlier regarding OC/CC and visiting office of the respondent, approvals and OC & CC. It is further submitted that during the period from 2016 to 2024, the complainant made several requests for the occupancy certificate (OC) and completion certificate (CC), and also visited the office of the opposite party multiple times to ascertain the status of the same. However, on each occasion, the opposite party gave false assurances that the OC/CC would be issued within a few months. These promises were repeatedly made but never fulfilled, thereby misleading the complainant and causing undue mental harassment and hardship.
- X. That the complainant has diligently follow up with the opposite parties regarding the aforesaid possession of flat but all in vain, it is pertinent to note that the respondent has caused huge harassment, mental torture and agony to the complainants due to non-fulfillment of terms and

condition mentioned in the allotment letter establishing their egregious unfair trade practices.

- XI. That the great prejudice shall be caused to the complainants if the present complaint with humble submission and relief are not allowed. It is in best endeavors to ensure timely action and justice and discourage huge organization such as respondent to use the said pandemic as an excuse to escape responsibilities and legal bindings. Covid-19 pandemic shall not be made an opportunity for the respondent to escape their accountability Occupancy certificate from concerned authorities for getting issuance of.
- XII. That the respondent kept on delaying in offer possession and the occupancy certificate of the project/relevant towers on one or other pretext and fail to give occupancy certificate of the said units on the agreed terms and conditions. The complainants also sent various representation and request in this regard but the respondent has neither responded nor got occupancy certificate from the concerned authorities till date. Hence the respondent is liable to pay the compensation and damages for their deficiency in services.
- XIII. That on the basis of the facts given by the complainant, this Hon'ble Court may be pleased to decide relevant issues for adjudication;
- XIV. That the cause of action is continued and arose for the first time when the complainant had booked their units/flats vide allotment letter and enter into an agreement for allotment of flats as mentioned above. The cause of action arose on various dates and when the possession was not offered and continued reminded is continued till date during this period the complainant tried to contact the respondent to expedite the necessary approval like occupancy certificate but was given whimsical ground for delay. The cause of action is still subsisting as the complainant has not received the actual possession for default of the respondent.

- XV. That the complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. That the complainant seeks leave to add/alter the submissions and grounds further at the time of argument or at the appropriate stage.
- XVI. That the complainant has not filed any other similar petition before any court of law.

C. Relief sought by the complainants:

9. The complainants have sought following relief:
- i. Direct the respondent to give "actual possession" with interest on delay penalty charges till the registration of the conveyance deed in favor of the complainant, in this regard covered "Shri Bhuwan Chandra Joshi VS Vipul Ltd complaint case no. 4567 of 2020 and other batch matters related to identical project and tower, referring related to identical facts and circumstances of same tower and same project with the same respondent developer;
 - ii. Any other relief as Authority may please allow for delivery of justice.
10. 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.
11. The complaint was filed on 12.08.2025 and the Authority issued a notice dated 12.08.2025 of the complaint to the respondents by speed post EH147762921IN and also on the given email address at secretarial@vipulgroup.in for filing reply within 4 weeks. The delivery reports have been placed in the file. The counsel for the respondent appeared on 14.11.2025, however, not filed the reply of the complaint in the registry of the Authority till date. Despite multiple opportunities for filing reply on 10.10.2025, 14.11.2025, 02.01.2026, 06.02.2026 and 13.02.2026, it failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the Authority by avoiding to file written reply despite a lapse of more than 6 months from the date of filing of

complaint. Therefore, the Authority assumes/ observes that the respondent has nothing to say in the present matter and accordingly the Authority struck off the defence of the respondent.

12. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

D. Jurisdiction of the Authority:

13. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

14. 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.

D.II Subject matter jurisdiction

15. 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.

16. 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.

E. Findings on the relief sought by the complainants:

E.I Direct the respondent to give "actual possession" with interest on delay penalty charges till the registration of the conveyance deed in favour of the complainant, in this regard covered "Shri Bhuwan Chandra Joshi VS Vipul Ltd complaint case no. 4567 of 2020 and other batch matters related to identical project and tower, referring related to identical facts and circumstances of same tower and same project with the same respondent developer;

E.II Any other relief as Authority may please allow for delivery of justice.

17. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

• **Delay possession charges**

18. On consideration of the documents available on record, the Authority observes that the complainants were allotted a flat bearing no. 801, 8th floor, Tower-3 having 1780 sq. ft. (super area) in project namely "Vipul Lavanya Apartments" situated at Sector-81, Gurugram, vide allotment letter dated 14.04.2016. A Flat buyer's agreement was also executed inter se parties on 14.04.2016 with respect to the allotted unit. As per clause 8.1 of the flat buyer's agreement dated 14.04.2016, the respondent proposed to handover the possession of the said flat within a period 36 months from the date of signing of this agreement with a grace period of 90 days, after expiry of 36 months, for applying and obtaining the occupation certificate in respect of the group housing complex. Therefore, the due date of possession comes to be 04.07.2019 (including grace period of 90 days). Admittedly, the physical possession of the unit has been taken over by the complainants on 10.08.2019 after inspection of the unit in question. So, now the question for consideration

arises as to whether the complainants are entitled to get delay possession charges under the provisions of the Act, 2016?

19. In CR/3547/2025, i.e., the lead case the complainants intend to continue with the project and are seeking delay possession charges as provided under the provisions of Section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation

*(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —
..... Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

20. Upon consideration of documents available on the records, the Authority observes that admittedly, the complainants have taken physical possession of the subject unit on 10.08.2019 after due inspection. The relevant para of the said letter is reproduced below:

*... Certified that I/we have taken over the possession of the captioned unit on 10.08.2019 i.e., today, along with necessary fittings and fixtures. The enclosed annexure showing the inventory of fitting and fixtures has been checked thoroughly by me/ us and found correct. I/ we have inspected the construction of the captioned unit and I/we do hereby confirm that the captioned unit is complete in all respects and that I/we have no claim against you in respect of the terms of work done in the captioned unit or any defect in design, specifications, building material used or for any reasons whatsoever.
I/we have satisfied myself/ ourselves with the measurement, specification and demarcation of area of the unit.
I/we undertake to complete the registration formalities of the captioned unit on receipt of confirmation from you.*

21. In the present complaint the complainants have already taken the physical possession of the subject unit on 10.08.2019. Though, the complainants are claiming delay possession charges till handing over of possession on the basis of occupation certificate, but they are admittedly in possession of the subject unit since 10.08.2019 and the present complaint has been filed by complainant on 12.08.2025, which is beyond the limitation period of 3 years.
22. Therefore, the cause of action arose on 10.08.2019, when the physical possession of the subject unit was taken over by the complainants. In the

present matter, if the Authority considers the three (3) year period of delay in filing of the case even after taking into account the exclusion period from 15.03.2020 to 28.02.2022 as directed by the Hon'ble Supreme Court in its order dated 10.01.2022 in **MA NO. 21 of 2022 of *Suo Moto Writ Petition Civil No. 3 of 2020***, which is to be excluded for purpose of limitation as maybe prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings, the limitation period would expire on 24.07.2024. However, the present complaint was filed on 12.08.2025, which is 6 years and 3 days from the date of cause of action. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable period and accordingly the relief for delay possession charges is not maintainable, being barred by limitation.

23. There has been complete inaction on the part of the complainants for a period of more than Six (6) years till the present complaint was filed on 12.08.2025. The complainants remained dormant of their rights for more than Six (6) years and they didn't approach any forum to avail their rights.
24. There has been such a long unexplained delay in pursuing the matter. One such principle is that delay and laches 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 the principle 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.

25. 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. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.
26. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that in the present complaints wherein the complainants are seeking delay interest on total amount paid, is not maintainable after such a long period of time, as the law is not meant for those who are dormant over their rights. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In the light of above, the said relief is hereby declined, being not maintainable at this stage.
27. The details of the due date of possession, date of filing of the complaints and date of physical possession of the cases as mentioned in para 3 of this order are mentioned herein below for ready reference:

Sr. No.	Case No.	Due date of possession	Date of endorsement (if any)	Date of physical possession	Date of filing of the present complaint
1.	CR/3547/2025	14.07.2019	Not endorsed	10.08.2019	12.08.2025
2.	CR/3566/2025	31.08.2019	Not endorsed	21.11.2019	12.08.2025
3.	CR/4024/2025	25.02.2014	31.03.2021	05.04.2021	12.08.2025
4.	CR/4260/2025	31.08.2019	24.05.2024	03.06.2024	13.08.2025

28. In another **CR/3566/2025**, the cause of action arose on 21.11.2019, when the physical possession of the subject unit was taken over by the complainants. In the present matter, if the Authority considers the three (3) year period of delay in filing of the case even after taking into account the exclusion period

from 15.03.2020 to 28.02.2022 as directed by the Hon'ble Supreme Court in its order dated 10.01.2022 in MA NO. 21 of 2022 of Suo Moto Writ Petition Civil No. 3 of 2020, which is to be excluded for purpose of limitation as maybe prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings, the limitation period would expire on 04.11.2024. However, the present complaint was filed on 12.08.2025, which is 5 years, 8 months and 3 days from the date of cause of action. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable period and accordingly the relief for delay possession charges is not maintainable, being barred by limitation.

29. In **CR/4024/2025**, as per the flat buyer's agreement dated 25.11.2010, the due date of possession comes out to be 25.02.2014 (including grace period of 90 days). However, the complainants have purchased the unit from the original allottee and the endorsed in their favour on 31.03.2021 and the physical possession of the unit was taken over on 05.04.2021. The Authority observes that there is a nominal delay of 4 - 5 days on the part of the respondent for handing over physical possession of the unit to the complainants. Therefore, the prayer of the complainants with regard to delayed possession charges is hereby declined.
30. In **CR/4260/2025**, as per the flat buyer's agreement dated 18.05.2019, the due date of possession comes out to be 31.08.2019. However, the complainants have purchased the unit from the original allottee on 20.03.2024 and thereafter, the respondent has issued a NoC for transfer of unit in favour of the complainants on 24.05.2024, therefore, the subject unit got endorsed in their favour on 24.05.2024 and the physical possession of the unit was taken over on 03.06.2024. The Authority observes that there is a nominal delay of 9 - 10 days on the part of the respondent for handing over physical possession of the unit to the complainants. Therefore, the prayer of

the complainants with regard to delayed possession charges is hereby declined.

- **Conveyance deed**

31. Further, the complainants have also sought the relief for the registration of conveyance deed in accordance with Section 17 of the Act, 2016. The complainants had taken the physical possession of the unit on 10.08.2019 of the subject unit in question. Whereas the possession was offered by the respondent/promoter without obtaining the occupancy certificate. As per clause 8.2 (b) of the flat 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 favour of the allottee(s) but only after receiving full payment of total price of the flat and the relevant clause of the agreement is reproduced for ready reference: -

8.2 Procedure for taking possession

"b) ... Subject to the Vendee(s) making all payments under this Agreement, The Vendor shall prepare and execute along with the Vendee(s) a conveyance deed to convey the title of the said FLAT in favour of the Vendee(s) but after payment of stamp duty, registration charges incidental expenses for registration, legal expenses for registration and all other dues as set forth in this agreement or as demanded by the Vendor from time to time prior to the execution of the conveyance deed. The Parties agree that after the Vendee(s) has provided all the details, documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the conveyance deed, the Vendor shall make all reasonable efforts to get the conveyance deed registered within a reasonable time. The Vendee(s) agrees stand undertakes to make himself/ herself available for the purpose of registration on the date(s) as informed by the Vendor.

...The Vendee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 (or any modification thereof) including any actions taken or deficiencies / penalties imposed by the Competent Authority(ies). The Vendee(s) further undertakes to indemnify and keep harmless the Vendor against all claims, demands, actions, proceedings, losses, damages, recoveries, judgements, cess, charges and expenses which may be made or brought or commenced against the Vendor, for stamp duty in respect of the Flat."

32. 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. 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

33. 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(s) as Section 17 (1) of the Act, 2016 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.”

34. Therefore, the Authority observes that the respondent/promoter is duty bound to obtain the occupation certificate and execute the conveyance deed in favour of the complainant(s)/ allottee(s). In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 up on payment of stamp duty and registration charges as applicable, within a period of three (3) months after obtaining occupation certificate from the competent authority.

F. Directions of the Authority:

35. 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. No case for delay possession charges is made out. The respondent/promoter is directed to execute the registered conveyance deed in favour of the complainant(s)/allottee(s), in terms of the Section 17 of the Act, 2016, upon payment of requisite stamp duty charges and registration charges as per norms of the state government, within a period of three (3) months after obtaining occupation certificate from the competent authority.
36. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.
 37. Complaint as well as applications, if any, stand disposed off accordingly.
 38. True certified copy of this order shall be placed in the case file of each matter.
 39. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:13.02.2026