

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

Complaint no. : 2089 of 2025
Date of decision : 12.02.2026

Babu Lal Gupta and Madhu Gupta
R/o- H.NO 268/41, JACJANPURA,
Gurugram.

Complainants

Versus

M/s. New Look Builder and Developer
Private Limited.

Regd. office: - 115, Ansal Bhawan, 16
Kasturba Gandhi Marg New Delhi.

Respondent

CORAM:
Phool Singh Saini

Member

APPEARANCE:
Kanish Bangia (Advocate)
Deeptanshu Jain (Advocate)

Complainants
Respondent

ORDER

1. This complaint has been filed by the complainants/allottees 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 allottees 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Esencia", Sector-67, Gurugram
2.	Nature of the project	Residential plotted colony
3.	DTCP license no.	21 of 2011 dated-24.03.2011
4.	Registered/not registered	Not registered
5.	Allotment letter	14.05.2011 (As on page no. 13 of complaint)
6.	Unit no.	E2179, Ground floor (As on page no. 13 of complaint)
7.	Area of the unit	2491 sq. ft. [Super Area]
8.	Commercial Space Buyer's Agreement	23.08.2011 (as per page 14 of complaint)
9.	Possession clause	5.1 <i>Subject to clause 5.2 and further subject to all the buyers of the dwelling units in the sovereign floors, Esencia, making timely payment, the company shall endeavor to complete the development of residential colony and the dwelling unit as far as possible within 30(thirty) months with an extended period of 6 months from the date of execution of this agreement or the date of</i>



		<i>sanction of the building plan whichever falls later.</i>
10.	Due date of possession	31.12.2015 (Calculated as 30 months from the date of approval of building plans i.e. 31.12.2012 plus grace period of 6 months)
11.	Total Sale consideration	Rs.1,29,48,159/- (as per order passed by the Authority on 21.03.2024)
12.	Total amount paid by the complainant	Rs.1,07,69,140/- (as per order passed by the Authority on 21.03.2024)
13.	Occupation certificate	04.01.2017 (as per order passed by the Authority on 21.03.2024)
14.	Offer of possession	05.06.2016 (as per order passed by the Authority on 21.03.2024)

B. Facts of the complaint

3. The complainants have made the following submissions: -
- That Babu Lal Gupta and Madhu Gupta are respectable and law-abiding citizens of this nation. The complainants applied and booked a unit in the project of the Respondent in the name and style of "ESENCIA" situated at Sector 67, Gurugram, Haryana and hence, fall within the definition of an Allottee under Section 2 (d) of the Real Estate (Regulation and Development) Act, 2016.



- ii. That somewhere around 2011, the respondent advertised about the new residential project namely "Sovereign Floors at Alba, Esencia" located in Sector-67, Gurugram. The respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing luxury residential apartments. That believing the representations of the respondent, the complainants booked an apartment in the project of the respondent by paying a booking amount of Rs.9,02,660/- vide cheque dated 03.05.2011 towards the booking of the said unit to the respondent.
- iii. That thereafter, the respondent has issued an allotment letter dated 14.05.2011 allotting unit bearing no. E2179 GF located at Ground Floor having approximate area of 2491 sq. ft. in the said project.
- iv. That the complainants after making the payment of Rs.18,63,556/- towards the total sale consideration of Rs.1,07,69,140/- as and when demanded by the respondent for the unit in the said project.
- v. Subsequently, the complainants requested the respondent to execute the flat buyer's agreement. However, on the requests of the complainants on 23.08.2011, flat buyer's agreement has been executed between the complainants and the respondent.
- vi. That the complainants have paid a total sum of Rs.1,07,69,140/- towards the aforesaid residential unit in the project from 2011 till date as and when demanded by the respondent as against a total sale consideration.
- vii. That as per clause 5.1 of the flat buyer's agreement dated 23.08.2011, the respondent had undertaken to complete the project and handover possession within a period of 30 months with a grace



period of 6 months from the date of execution of the flat buyer's agreement, i.e. by 23.08.2014 but the respondent clearly failed to do the same as the construction of the project in question was not even started till 23.08.2014.

- viii. That when the respondent failed in handing over the possession on the due date, i.e. 23.08.2014, the complainants visited the site and were stunned to see that the project was nowhere nearing completion. Then, thereafter the complainants rushed to the officials of the respondent to seek justification for the possession as the respondent undertook to handover the unit with 30 months with a grace period of 6 months from the date of execution of the flat buyer's agreement, i.e., by 23.08.2014; but the officials of the respondent became deaf ear and did not give any concrete reply to justify the cause of delay. However, the respondent miserably failed in handing over possession of the unit in question till said due date and even after that.
- ix. That the complainants had asked the respondent to clarify about the interest being charged by the respondent on the delayed payment upon which the respondent replied that the interest is being charged on the basis of the flat buyer's agreement. It is pertinent to mention that the respondent is charging interest on the account of delayed payment of the instalment similarly the respondent should also be held liable to pay interest on account of the delayed possession. Throughout this period the complainants along with the other apartment owners regularly and repeatedly followed up with the representatives of the respondent and inquired about the status of the project. However, the representatives of the respondent on every



occasion made false assurances that the possession of the unit would be delivered as per schedule and kept on prolonging the matter unjustifiably without any cogent reason.

- x. That the main grievance of the complainants in the present complaint is that in spite of complainants having paid the entire sale consideration as demanded by the respondent, the respondent failed to deliver the possession of unit on time. The project was always running behind the schedule and the respondent had been continuously demanding payments by misleading the apartment owners regarding the actual progress at the project site.
- xi. That the complainants had purchased the unit with intention that after purchase, their family will live in their own flat. That it was promised by the respondent at the time of receiving payment for the unit that the possession of fully constructed unit along with the likes of basement and surface parking landscaped lawns, club/ pool, school, EWS etc. as shown in brochure at the time of sale, would be handed over to the complainants as soon as construction work is complete i.e., by 23.08.2014 but there was an inordinate delay in handing over the possession of the unit. This caused great mental agony and financial hardship to the complainants.
- xii. That the complainants in order to purchase the said unit also took a loan of Rs.41,51,151/- from DHFL and upon the said amount also paying a monthly interest of Rs.45,275/- from the date of purchase of the unit till now on the said amount.
- xiii. That the complainants on 05.06.2016 received an offer of possession from the respondent but till date the respondent has not received the occupation certificate of the project. The complainants specifically



pointed out to the respondent that no offer of possession can be made without receipt of an occupation certificate. Thus, the offer of possession dated 05.06.2016 is completely illegal in the eyes of law and only upon receipt of occupation certificate, the building/unit will become fit to occupied. Further, no final outstanding demand or demand of maintenance charges or registration charges can be made without OC as a registry/conveyance deed cannot be executed without receipt of a valid occupation certificate. Also, no holding charges could be imposed without a valid offer of possession.

- xiv. That throughout the period from booking till execution of agreement and even after that, the complainants showed utmost faith in the respondent and despite few lapses on the latter's part, he kept making payment as and when demanded. However, all the commitments and assurances made by the respondent were completely sham.
- xv. That the respondent retained the hard earned money of the complainants for so many years beyond the due date of possession which clearly shows that the respondent by retaining the money caused wrongful loss to the complainants and wrongful gain to themselves, thereby highlighting unfair trade practice on their part and also breach of terms and conditions of the agreement and deficiency in the services on part of the respondent as against the complainants which makes them liable to answer to the Hon'ble Authority.
- xvi. That thereafter, on 23/08/2022 the complainant filled a complainant before this Hon'ble Authority bearing complaint number RERA-GRG-5768 OF 2022.

- xvii. That this Hon'ble Authority pronounced its order in the ibid complaint and granted various reliefs in the above said case:
- xviii. The respondent is directed to pay interest on the paid-up amount by the complainants at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 31.12.2015 till obtaining the occupation certificate (04.01.2017) from the concerned authority plus two months i.e., 04.03.2017.
- ii. The respondent is also directed to issue a revised account statement within 30 days from the date of this order after adjustment of delayed possession interest.
- iii. The complainants are directed to pay outstanding dues, if any remains after adjustment of interest for the delayed period and take the physical possession of the allotted unit in next 30 days from the date of this order.
- iv. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.
- v. The respondent shall not charge anything from the complainants which is not the part of the floor buyer's agreement.
- vi. The respondent is directed to not to levy holding charges and maintenance charges are to be levied w.e.f. 04.03.2017
- xix. That the Hon'ble authority did not direct the respondent to execute the conveyance deed.



xx. That the complainant thereafter made numerous requests to the respondent to get the conveyance deed registered, however his efforts went in vain and the complainant is being deprived of his rights to enjoy his property to this date, even after waiting patiently for more than 14 years from the date of allotment of the ibid flat.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
 - i. Direct the respondent to execute the conveyance deed for the unit in question.
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. The respondent is engaged in the business of construction and development of real estate projects. The instant reply to the captioned complaint on behalf of the respondent is being filed through Mr. Anil Kansal who have been duly authorized by respondent vide board resolution dated 30.09.2025, inter alia, to defend the respondent in various proceedings initiated against it, verify and sign pleadings and other documents etc. and do all such acts, deeds, things as may be considered necessary to represent and act for and on behalf of the respondent.
 - ii. Through the present complaint, the complainants have sought execution of the conveyance deed with respect to the unit no. E - 2179, Ground floor, in the project "The Sovereign Floors, Esencia" without



- disclosing the fact that the complainants had never approached the respondent with requisite documents including but not limited to the stamp papers for executing the conveyance deed.
- iii. Admittedly the complainants had filed an earlier complaint bearing no. 5768 of 2022 before this Hon'ble Authority on 23.08.2022 seeking delay possession charges. Vide Judgement dated 21.03.2024, this Hon'ble Authority allowed the complaint and directed the respondents to pay delayed possession charges from the date of due possession i.e., 31.12.2015 till the date of obtaining occupancy certificate i.e., 04.03.2017, and handover the possession of the unit after payment of the outstanding dues after deduction of DPC.
- iv. Thereafter, complainant herein preferred an execution petition bearing no. 1664 of 2024, before Ld. Adjudicating Officer, seeking execution of the Judgement dated 21.03.2024.
- v. As the complainants were not coming forward to take possession of the unit despite repeated reminders of the respondent, on 13.09.2024, respondent handed over the possession of the unit along with keys and remote control and delayed possession charges from 31.12.2015 till the date of obtaining occupancy certificate i.e., 04.03.2017, amounting to the tune of INR 8,03,197/-. However, the complainants under the carb of his greed to illegally enrich himself at the cost of respondent disputed the amount paid by the respondent.
- vi. Pertinently, the complainants on the one hand are seeking execution of the conveyance deed whereas on the other hand the complainants have till date not submitted any documents required for execution of the conveyance deed. It is submitted that the complainants are required to submit the following preliminary documents for execution



of the conveyance deed included but not limited all the other documents as prescribed by the government agencies:

- a. Stamp Papers for execution of the Conveyance Deed
 - b. Appointment from the Sub-Registrar Office for the execution of the Conveyance Deed.
5. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

6. The submission of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

7. 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

8. 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;

9. 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 reliefs sought by the complainants:

F.I Direct the respondent to execute the conveyance deed for the unit in question.

10. The complainants were allotted a unit in the project "Sovereign Floors at Alba, Esencia" in Sector 67, Gurugram vide allotment letter dated 14.05.2011 for a sum of Rs. 1,29,48,159/- and paid a considerable amount of Rs. 1,07,69,140/-. Thereafter, builder buyer agreement was executed between the parties on 23.08.2011. As per documents available on record, the respondent has offered the possession of the allotted unit on 05.06.2016 after obtaining of occupation certificate from competent authority on 04.01.2017.
11. That the complainants had filed an earlier complaint bearing no. 5768 of 2022 before this Authority on 23.08.2022 seeking delay possession charges and other reliefs. Vide Judgement dated 21.03.2024, this Authority allowed the complaint and directed the respondents to pay delayed possession charges from the due date of possession i.e., 31.12.2015 till the date of obtaining occupancy certificate i.e., 04.01.2017 plus two months i.e. 04.03.2017, and handover the



possession of the unit after payment of the outstanding dues after deduction of DPC.

12. In the present complaint, the complainants intend to execute the conveyance deed for the unit in question under Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the conveyance deed of the unit in question.
13. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of OC.
14. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:
- "Section 17: Transfer of title.***
17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:
Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."
15. In view of the above, the respondent is under obligation to execute the registered conveyance deed in favour of the complainants in terms of

Section 17(1) of the Act of 2016, upon payment of requisite stamp duty/registration charges at applicable rates fixed by State Government, within a period of 90 days from the date of this order as the occupancy certificate has been already obtained.

H. Directions of the Authority

16. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
 - i. The respondent is directed to execute the registered conveyance deed upon payment of requisite stamp duty/registration charges at applicable rates fixed by State Government, within a period of 90 days from the date of this order as the occupancy certificate has been already obtained.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
17. Complaint stands disposed of.
18. File be consigned to registry.


Phool Singh Saini
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 12.02.2026