

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

Complaint no.: 5140 of 2024
Date of complaint: 24.10.2024
Date of order: 16.12.2025

Manil Chaudhary

R/o: - S-5.1/4, Vatika India Next, Signature Villa-2,
Sikanderpur Badha (109), Gurugram, Haryana-122004.

Complainant**Versus**

M/s Vatika Limited

Regd. Office at: - Unit No. A-002, INXT City Centre, Ground
Floor, Block-A, Sector-83, Vatika India Next, Gurugram,
Haryana-122012.

Respondent**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

Chairman**Member****Appearance:**

Shri Garvit Gupta (Advocate)

Complainant

Shri Venket Rao and Shri Shivaditya Mukherjee (Advocates)

Respondent**ORDER**

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

A. Project and unit related details

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

S. N.	Particulars	Details
1.	Name and location of the project	"Signature Villa 2" (formerly known as Bellevue Residences), by Vatika India Next, Gurugram.
2.	Project area	Not mentioned in BBA
3.	Nature of Project	Residential Township
4.	DTCP license no. and validity status	Not mentioned in BBA
5.	Name of Licensee	Not mentioned in BBA
6.	Rera registered/ not registered and validity status	Registered (for Vatika India Next Phase-II) Vide no. 36 of 2022 dated 16.05.2022 Valid up to 31.03.2029
7.	Unit no.	32/240/Simplex/BR (Old) Plot no. 09/ 240/ Simplex/ ST.82D1-4/ Signature 2 Villa (New/ Current) (as mentioned in re-allotment letter dated 22.10.2012 at page 27 of reply)
8.	Unit Admeasuring	240 sq. yds. (as mentioned in re-allotment letter dated 22.10.2012 at page 27 of reply)
9.	Application form (with Original Allottee's)	23.12.2009 (Page 24-26 of reply)
10.	Buyer's Agreement (with Original Allottee's)	03.06.2010 (page 36 of complaint)
11.	Possession Clause as per buyer's agreement	11.1 Schedule for possession of the said unit - <i>The company based on its present plans and estimates and subject to all just exceptions contemplate to complete</i>

		construction of the said unit within a period of three years from the date of execution of this agreement. However, in case the company is not able to adhere to the said time frame, it shall be entitled to reasonable extension of time for completing the construction, unless there shall be delay or there shall be failure due to reasons mentioned... [Emphasis supplied] (as mentioned in BBA at page 43 of complaint)
12.	Due date of possession	03.06.2013 [Note: the due date of possession is calculated three years from the date of execution of buyer's agreement.]
13.	Re-allotment	22.10.2012 (Page 27 of reply)
14.	Possession & inspection letter [by Ms. Pushpa - one of the Original Allottee's]	01.05.2019 (page 92 of complaint)
15.	Agreement to sell (Between Original Allottee's and Complainant)	04.10.2019 (Page 28-34 of reply)
16.	Endorsement [in favor of Manil Chaudhary]	07.11.2019 (page 79 of complaint)
17.	Welcome letter [to Manil Chaudhary]	07.11.2019 (page 94 of complaint)
18.	Total sale consideration [BSP + IBMS]	Rs.85,72,000/- (as mentioned in BBA at page 39 of complaint)
19.	Amount paid	Rs.85,62,646/- (as per SOA dated 05.11.2024 at page 35 of complaint)
20.	Completion Certificate	Not obtained (as confirmed by the counsel for the respondent during proceedings dated 16.12.2025)
21.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint: -

- I. The present complaint has been filed by the Complainant under Section 31 of the Real Estate (Regulations and Development) Act, 2016 read with Rule 29 Haryana Real Estate (Regulation & Development) Rules, 2017 seeking relief in respect of the lapses, defaults and unjust and unfair trade practices on the part of the respondent.
- II. That the original allottees i.e., Jitender Kumar and Pushpa Tekchandani induced by the assurances and representations made by the respondent, decided to book a villa in the project of the respondent vide booking application dated 23.12.2009 as they required the title of the unit in a time bound manner. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the title would be transferred in the name of the allottees in a time bound manner and all the contractual obligations of the respondent would be duly met by them.
- III. That accordingly, a copy of the apartment buyer's agreement was sent to the original allottees. The original allottees and later the complainant expressed their objections to the arbitrary and unilateral clauses of the buyer's agreement to the respondent. Hence, the apartment buyer agreement dated 03.06.2010 was executed, whereby it was confirmed that Villa no. 32/240/Simplex/BR (now known as S-5.1/4, Vatika India Next, Signature Villa-2) admeasuring 240 sq. yards stood allotted to the original allottees.
- IV. That as per the terms of the agreement, the total sale consideration of the villa allotted to the original allottees was Rs.85,72,000/-. However, the original allottees had made the payment of Rs.1,02,22,646/- to the respondent.

- V. That after frequent follow-ups by the original allottee, the respondent finally handed over the possession of the unit to the original allottees vide possession letter dated 01.05.2019.
- VI. That thereafter the complainant approached the original allottees for purchase of the unit in question and accordingly it was decided that the original allottees would transfer the rights, title and lien of the unit in question to the complainant. All documents along with other relevant papers were submitted by the complainant to the respondent for shifting of the allotment of the unit in question in the name of the complainant. In pursuance of the documents submitted by the complainant, the respondent vide its endorsement dated 07.11.2019 shifted the allotment of the unit in question in the name of the complainant and all the documents including but not limited to the agreement and the receipts were endorsed in favour of the complainant. Thus, the complainant stepped into the shoes of the original allottees with respect to the unit in question.
- VII. That despite having made the apartment buyer agreement dated 03.06.2010 containing terms very much favourable as per the wishes of the respondent, still the respondent miserably failed to abide by its obligations thereunder. The respondent failed to perform the most fundamental obligation of the agreement which was to handover the possession of the flat within the promised time frame, which in the present case was delayed for an extremely long period of time. The failure of the respondent and the fraud played by it is writ large.
- VIII. That as per clause 11.1 of the agreement, the possession of the unit was to be handed over by the respondent within a period of three years from the date of execution of the agreement.



- IX. Thus, as per the terms and conditions of the apartment buyer's agreement, the due date to handover the possession of the allotted unit is to be computed from the date of execution of the agreement. Since, the agreement was executed between the complainant and the respondent on 03.06.2010, hence, as per the terms of the agreement, the due date of delivery of possession as per the agreed terms of the apartment buyer's agreement thus elapsed way back on 03.06.2013.
- X. That after the handing over of the unit to the complainant vide the endorsement, the complainant requested the respondent to make payment towards the delayed possession charges as well as proceed for registration of the unit with regards to stamp duty and conveyance deed. It is submitted that even as per the terms of the agreement, the respondent was duty bound and had a contractual obligation to execute the conveyance deed of the unit in favour of the complainant. The clause 14 of the buyer's agreement clearly states that a conveyance deed is to be executed vide which the title is to be transferred in the name of the complainant.
- XI. Thus, the conveyance deed was to be executed by the respondent in favour of the complainant as per the terms of the buyer's agreement dated 03.06.2010. The complainant telephonically and by visiting the office of respondent enquired about the execution of the conveyance deed in favour of the complainant. One Mr. Sumit Kaushal, the representative of the respondent informed the complainant that the complainant needs to make payment towards the stamp duty to the tune of Rs.4,42,325/-, towards registration fees to the tune of Rs.45,003/- and Rs.29,500/- towards administrative charges. Hence, believing the representatives of the respondent to be correct and true, the complainant made the payment of



the said amount to the respondent towards registration of the conveyance deed.

- XII. It was informed by the representatives of the respondent to the complainant that the conveyance deed of the unit would soon execute in the favour of the complainant and that it would not take more than a few days to do so. The complainant, who was now in possession of the unit after depositing more than the total sale consideration to the respondent, in good faith believed the assurances made by the representatives of the respondent with a hope that the respondent would adhere to its contractual obligations.
- XIII. That the complainant reminded the respondent for the execution of the conveyance deed pertaining to the unit in question vide its e-mail dated 13.01.2020. The respondent vide its email dated 14.01.2020 informed the complainant that the registry of the villa would not be happening at that time and that the stamp duty payments made by the complainant would be considered as valid till the time the registry of the property does not happen.
- XIV. That yet again on the continuous follow-ups by the complainant, the respondent admitted vide its email dated 11.02.2021 that the registration process of the unit in question has been delayed as per the earlier timelines shared with the complainant. Vide the said email it was informed to the complainant that the tentative timeline for conveyance deed execution would be August - September, 2021. The complainant again contacted the respondent and reminded it about its obligations vide emails dated 05.07.2021, 09.08.2021, 16.08.2021, 23.08.2021, 26.08.2021 and 31.08.2021. Yet again, the respondent in order to further dilly-dally the matter vide its email dated 02.09.2021 falsely assured the complainant that

the respondent was working on getting the registration done and that the tentative timeline for the same was 5-6 months from September, 2021.

- XV. That the complainant understood that the intentions of the respondent was malafide and was aimed at merely harassing the complainant. The complainant was utterly surprised by this intimation of the respondent as the complainant was made to believe as per its previous communications that the process of execution of the conveyance deed would not take more than a few days and the email dated 02.09.2021 was in complete contrast to the same. However, the complainant had no other option but to believe the representations of the respondent as the complainant was left at the complete mercy of the respondent.
- XVI. That there were no clear communications whatsoever on the part of the respondent in initiating the registration of the conveyance deed process since the time, the complainant took the possession of the unit which was in absolute violation of the terms of the buyer's agreement. Rather, the respondent vide its email dated 18.03.2022 informed the complainant that the registration of the unit would be done by the respondent after Fourth quarter of 2022. The same was protested vehemently by the complainant vide its emails dated 18.05.2022, 23.05.2022, 28.05.2022, 06.06.2022, 13.06.2022, 17.06.2022, 22.06.2022, 26.06.2022, 04.07.2022, 20.07.2022, 26.07.2022, 02.08.2022 and the respondent was reminded vide the said emails about its contractual obligation to get executed and registered a conveyance deed.
- XVII. That yet again, the respondent vide its email dated 07.02.2023 promised the complainant that the registration of the unit would be done between end of June 2023 to mid of September 2023. However, the said assurance of the respondent again turned out to be false. The complainant was



constrained to again remind the respondent vide its emails dated 14.12.2023 and 15.01.2024 about execution of the conveyance deed. However, the respondent in continuance of its illegalities vide its email dated 27.02.2024 and 12.03.2024 again gave a false timeline post first quarter of 2024 to complete the due process. That the respondent has even failed to obtain the occupation certificate/ completion certificate till date from the concerned authorities regarding the unit in question.

- XVIII. That the complainant was compelled several times to ask from the respondent about the details of the occupation certificate as well as the status of the registration of the conveyance deed vide several emails dated 07.03.2024, 12.03.2024, 14.03.2024, 19.03.2024, 03.04.2024, 21.04.2024, 10.05.2024, 16.05.2024, 23.05.2024 and 28.05.2024.
- XIX. That the respondent failed to communicate and respond to the said emails sent by the complainant. Thus, aggrieved by the actions of the respondent, the complainant was forced to visit the office of the respondent once again and inquire about the status of the execution of the said conveyance deed from the respondent. It was again assured to the respondent that the registration and execution of the conveyance deed would be done at the top priority and the respondent would comply with all its contractual obligations. The complainant was made to run from pillar to post to inquire about the status of the execution of the conveyance deed and it became evident that the respondent was only dilly-dallying the matter and every time assuring the complainant with a new and revised timeline.
- XX. That the complainant vide emails dated 29.05.2024, 04.06.2024, 10.06.2024, 14.06.2024, 19.06.2024, 10.07.2024, 27.07.2024 and 09.08.2024 again requested the respondent to initiate the process and get the said deed executed. However, to the utter shock of the complainant,



there has been no response by the respondent to the genuine queries and grievances of the complainant. However, the conduct of the respondent does not depict the same. The complainant again felt helpless as despite making all the necessary payments towards the said unit, the title has not been transferred in his name for the same.

- XXI. That the complainant thereafter from time to time kept on following up with the respondent and requested him to comply with its contractual obligations and execute the conveyance deed.
- XXII. The said failure is not attributable to any circumstance except the deliberate lethargy, negligence and unfair trade practices adopted by the respondent/promoter. That the same amounts to Misrepresentation as laid out in Section 12 of the Real Estate (Regulation and Development) Act, 2016. The complainant hereby reserves his right to file appropriate complaint for compensation under Section 12 of the Real Estate (Regulation and Development) Act, 2016 before the appropriate forum against the respondent.
- XXIII. That the respondent has misused and converted to its own use the huge hard-earned amounts received from the complainant and other buyers in the project in a totally illegal and unprofessional manner and the respondent has been least bothered about the timely execution of the conveyance deed. The fact that the respondent is unconcerned with adhering with the contractual obligations is evident from the fact that the respondent has even failed to get registered the project in question with this Authority as per Section 3 of the Real Estate (Regulation and Development) Act, 2016, and hence it has failed to adhere to Section 4(2)(g) of the RERA Act, 2016. It is submitted that as per Section 4(2)(g) of the Real Estate

- (Regulation and Development) Act, 2016, a Promoter is bound to submit proforma of the conveyance deed proposed to be signed with the allottees.
- XXIV. That the respondent by adopting unfair trade practices, misusage of funds, failed to execute the conveyance deed of the unit allotted to the complainant as well as the other similarly placed allottees. Moreover, apart from clause 14 of the buyer's agreement, the obligation to execute the conveyance deed has been detailed in the provisions of Real Estate (Regulation and Development) Act, 2016 as well. That as per Section 11(4)(f) and Section 17 of the Real Estate (Regulation and Development) Act, 2016, the promoter is duty bound to execute a registered conveyance deed in favour of an allottee.
- XXV. That the above-mentioned acts of the respondent are also in violation of Section 11(4)(a) of the Act, 2016.
- XXVI. That the complainant hereby make a submission before this Authority under Section 34(f) of RERA Act, 2016 to ensure compliance/obligations cast upon the promoter/ respondent as mentioned above. The complainant is ready and willing to participate in the registration of the conveyance deed of the unit in question, as provided under Section 19(11) of the Real Estate (Regulation and Development) Act, 2016.
- XXVII. That by making a promise to getting the conveyance deed registered in lieu of consideration thereof, respondent has cheated and dishonestly induced delivery of property, made false statements and commitments, misleading representation, breach of the terms of the builder buyer agreement, defaulted in compliance of the laws and violation of the statutory and mandatory provisions of the Real Estate (Regulation and Development) Act, 2016 read with rules made thereunder, Indian Penal Code, 1860 and other various civil and criminal laws prevalent in India. An immediate direction is



required to be issued by this Authority to the respondent to execute and register the conveyance deed in favour of the complainant.

- XXVIII. That a suitable penalty is liable to be imposed on the Respondent by this Authority under Sections 59 and 61 of the Real Estate (Regulation and Development) Act, 2016 act for wilful violation of Section 3 read with Section 11 and 17 of the Act, 2016.
- XXIX. That respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and is liable for the same. As per section 18 of RERA 2016 and Rules 15(1) and 15(3) of Haryana RERA Rules, 2017, the respondent is liable to pay interest for every month of delay till the date of handing over of the possession.
- XXX. That the cause of action for the present complaint is recurring one on account of the failure of the respondent to perform its obligations within the agreed time frame. The cause of action again arose when the respondent failed to make payment towards the delayed possession charges and execute the conveyance deed in favour of the complainant pertaining to the said unit after handing over the possession and finally about a week ago when the respondent failed to comply with the timeline provided by them for complying with their duties. The complainant reserve his right to approach the appropriate Forum to seek compensation.
- XXXI. That the complainant has made the aforesaid allegations on the basis of the information available to him. It is apprehended that the respondent may have committed certain other acts of oppression and mismanagement not known to the complainant. The complainant therefore reserves his rights and seeks liberty to amend, delete, or add the averments made in this complaint.

C. Relief sought by the complainant: -

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

- I. Direct the respondent to make payment of delayed possession charges from the due date of possession i.e., 03.06.2013 till handing over of possession i.e., 01.05.2019 at the rate as prescribed in the RERA Act, 2016 read with Haryana RERA Rules, 2017;
 - II. Direct the respondent to immediately execute and register the conveyance deed in favour of the complainant pertaining to Villa no.32/240/Simplex/BR, Signature Villa 2, Vatika India Next (now known as S-5.1/4, Vatika India Next, Signature Villa-2 under Section 17 of the RERA Act, 2016;
 - III. Direct the respondent not to demand stamp duty, registration charges as on date as the same stands already paid by the complainant. If for any reason, the challan as generated against the said payment stands expired/ cannot be used, then the respondent be directed to make payment towards the stamp duty and registration charges. The respondent needs to bear any additional cost towards the same or similar such outgoes or expenses;
 - IV. Direct the respondent to make payment towards the interest at the applicable rate on the amount of Rs.5,16,828/- towards stamp duty, registration charges and administrative charges which has been paid by the complainant;
 - V. To impose the penalty, at the rate deemed fit by this Authority, upon the respondent payable to the complainant for the immense delay in execution and registration of the conveyance deed;
 - VI. To impose penalty upon the respondent under Section 59 and 61 of RERA Act, 2016;
 - VII. Any other order, the Authority may deem fit.
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 present complaint was filed by Mr. Manil Chaudhry before the Authority, is a bundle of lies and hence liable to be dismissed as it is filed without any cause of action.
- II. That the complainant herein has failed to provide the correct/complete facts and the same are reproduced hereunder for proper adjudication of the present matter. That the complainant is raising false, frivolous, misleading and baseless allegations against the respondent with intent to make unlawful gains.
- III. That in around December of 2009, Mr. Jitender Kumar and Mrs. Pushpa Teckchandani learnt about the residential project titled as "Vatika India Next- Signature Villa 2" being launched by the respondent at Sector-82, Gurugram, Haryana and repeatedly approached the respondent to know the details of the said project.
- IV. That the original allottee further inquired about the specification and veracity of the project and was satisfied with every proposal deemed necessary for the development of the project.
- V. That after having keen interest in the project, the original allottee booked a villa in the said project. Further, the respondent vide application form dated 23.12.2009, allotted a villa bearing no. 32/240/simplex/BR for a total sale consideration of Rs.85,72,000/- in the aforesaid project.
- VI. That thereafter, on 03.06.2010, a builder buyer agreement was executed between the original allottee and the respondent for the plot bearing no. 39/240/Simplex/BR in the aforesaid project.
- VII. That thereafter, the respondent vide re-allotment letter dated 22.10.2012 re-allotted the villa being endorsed to the original allottee to villa with plot no.9/240/SIMPLEX/ST. 82D1-4, Vatika India Next, Signature Villa -2 admeasuring 240 sq. ft. in the project.



- VIII. That vide letter dated 15.04.2019 the respondent had issued an offer of possession to the original allottees, which was duly accepted by the original allottees without any protest and demur. That vide undertaking dated 01.05.2019, the respondent handed over the possession of the said unit to the original allottees. That the possession of the said unit was taken by the original allottees without any protest or demure.
- IX. Furthermore, the original allottees due to the reasons best known to them, decided to sell the said villa in favor of Mr. Manil Chaudhry i.e., the complainant and endorsed the same in favor of the complainant vide endorsement dated 07.11.2019. That the complainant herein was well aware of the exact status of the project and agreed to purchase the said villa without any protest or demur.
- X. That accordingly, the respondent had issued a welcome letter dated 07.11.2019 to the complainant herein and the complainant stepped into the shoes of the original allottees.
- XI. That the complainant herein was well aware of the exact status of the project and the reason for the re-allotment of the villa situated in the aforesaid project. That the complainant herein post being satisfied with the reasons for the re-allotment had agreed to sign upon the addendum upon own judgement and investigation and without any protest.
- XII. That the BBA executed in between the complainant and the original allottee is dated 03.06.2010. That the date of executing of the BBA is much prior to the coming into force of the Act, 2016. The obligations of the aforementioned BBA were as per the applicable laws at that point of time.
- XIII. That at this stage it is pertinent to submit that any new enactment of laws is to be applied prospectively as is held by the Hon'ble Supreme Court of India in a number of cases, particularly in the matter titled "CIT vs Vatika

Township Pvt. Ltd." [(2015)ISCC1], it was held that the new legislations ought not to change the character of any past transaction carried out upon the faith of the then existing law. In fact, it is well settled that the retrospective operation of statute may introduce such elements of unreasonableness.

- XIV. Therefore, the Act being a substantial new legislation ought to operate prospectively and not retrospectively and accordingly no action can be lawfully initiated for anything before this Authority related to the period prior to registration of project under RERA.
- XV. That in the matter titled "Neel Kamal Realtors Suburban (P) Ltd. Versus Union of India & Ors." (SCC Online Bom 9302), the Hon'ble High Court of Bombay held that the provisions of RERA are to be prospective in nature and not retrospective. That retrospective application of the provisions of RERA, 2016 is unconstitutional. Therefore, the parties to the agreements should solely be governed by the terms and conditions as laid down in these agreements.
- XVI. That if a project is registered with RERA, it can be held liable for the future deadlines, those it might breach after the registration with the Authority. Any default before the registration is beyond the ambit of the RERA and beyond the purview of the RERA, 2016 and hence beyond the jurisdiction of the Authority.
- XVII. That vide letter dated 04.10.2019, the original allottees of the said unit had assigned their rights and interest in the said unit towards the complainant herein. That the said assignment was made through execution of an agreement to sell dated 04.10.2019, along with letter from assignor as well as an affidavit from the assignee i.e., the complainant herein.

- XVIII. That the complainant in his affidavit dated 04.10.2019, clause 5, had undertaken that he is well aware of the position of construction status and unequivocally agreed that he shall not be entitled to any compensation for delay in possession. That even after swearing the same on affidavit, the complainant herein is acting against the process of law and the said complaint is just an afterthought in order to harass the respondent and waste the time of this Authority.
- XIX. Therefore, as per the above, after express waiver of his rights to claim delayed possession charges, the complainant cannot seek the same now.
- XX. That the complainant, despite undertaking the waiver in delayed possession charges, is seeking the same from the Authority is non-est in law and proven malafide in the acts of the complainant.
- XXI. That the respondent is committed to complete the development of the project and deliver the units of the allottees as per the terms and conditions of the BBA. That the Authority that the developmental work of the said project was slightly decelerated due to the reasons beyond the control of the respondent due to the impact of Good and Services Act, 2017 [hereinafter referred to as 'GST'] which came into force after the effect of demonetisation in last quarter of 2016 which stretches its adverse effect in various industrial, construction, business area even in 2019. The respondent had to undergo huge obstacles due to the effect of demonetization and implementation of the GST.
- XXII. That it is pertinent to mention herein that such delay was not intentional. That the respondent was bound to adhere with the order and notifications of the Courts and the Government such as order dated 09.11.2017, in Vardhaman Kaushik vs Union of India & Ors. the National Green Tribunal New Delhi. That the delay caused due to unforeseen circumstances, shall



be considered and calculated, before determination of the date of completion of building.

- XXIII. Therefore, as has been discussed above, the respondent abided by the terms and conditions of the agreement and the construction of the said project is well within the time and the possession of the unit has been handed over to the original/ erstwhile allottees on 01.05.2019.
- XXIV. That the complainant in his complaint has also sought directions by the Authority to direct the respondent to execute a conveyance deed in favour of the complainant and also not to impose any registration charges thereof. That the respondent undertakes to execute the conveyance deed in regards to the said unit in favour of the complainant. However, the complainant shall be liable to pay the stamp duty charges as well as statutory registration charges as levied as per law.
- XXV. That the complainant in the present complaint has sought relief of Interest on applicable rate on an amount of Rs.5,16,828/- towards stamp duty, registration charges and administrative charges. That this Authority doesn't have jurisdiction to decide upon the issues of interest upon stamp duty paid and the said issue is a matter of trial in the civil courts.
- XXVI. That the complainant herein, had suppressed the above stated facts and has raised this complaint under reply upon baseless, vague, wrong grounds and has mislead this Authority, for the reasons stated above. That none of the reliefs as prayed for by the complainant is sustainable before this Authority and in the interest of justice.
- XXVII. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

7. All other averments made in the complaint were denied in toto.
8. 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:

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

E.I Territorial jurisdiction

10. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram 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

11. 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) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

12. So, in view of the provisions of the Act 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 complainants at a later stage.

F. Objections raised by the respondent.

F.I Where the subsequent allottee has stepped into the shoes of the original allottee after coming into force of the Act:

13. There may be a situation where an allottee transferred his unit in favour of a subsequent allottee after the Act came into force and where the project has been registered under the Act by the respondent. It was argued by the promoter that in cases where the subsequent allottee came into picture after the registration of the project under the provisions of the Act with the authority, then the date of completion of the project and handing over the possession shall be the date declared by the promoter under section 4(2)(I)(C) of the Act. The counsel of the respondent further argued that the while purchasing the unit, it is presumed that the allottee very well knew that the project would be completed by that specific declared date, therefore, the delayed possession charges shall not be allowed.
14. The Authority is of the view that the time period for handing over the possession as committed by the builder as per the relevant clause of builder buyer's agreement and the commitment of the promoter regarding handing over of possession of the unit is taken accordingly. The new timeline indicated in respect of ongoing project by the promoter while making an application for registration of the project does not change the commitment of the promoter to hand over the possession by the due date as per the builder buyer's agreement and the promoter is liable for the consequences and obligations arising out of failure in handing over possession by the due date as committed by him in the builder buyer's agreement and is liable for the delayed possession charges as provided in proviso to Section 18(1) of the Act. The Authority is of the view that the Act

nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. The same issue has been dealt by Hon'ble Bombay High Court in case titled as **Neelkamal Realtors Suburban Pvt. Ltd.** (supra) wherein it was held that the RERA Act does not contemplate rewriting of contract between the allottee and the promoter. The relevant para of the judgement is reproduced below:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."

15. However, complainants were well aware about the fact that the construction of the tower where the subject unit is situated has not been completed and completion certificate qua that part of project is yet to be obtained. Further, they still chosen to proceed with execution of the agreement voluntarily which means that the complainant had accepted the factum of the delay. Moreover, they have not suffered any delay as the subsequent allottee/complainant herein came into picture only on 07.11.2019 when the subject unit was endorsed in his favour. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainant from the date of endorsement dated 07.11.2019 i.e., date on which the complainant stepped into the shoes of the original allottee.

G. Findings on the relief sought by the complainant:

- G.I Direct the respondent to make payment of delayed possession charges from the due date of possession i.e., 03.06.2013 till handing over of possession i.e., 01.05.2019 at the rate as prescribed in the RERA Act, 2016 read with Haryana RERA Rules, 2017;
- G.II Direct the respondent to immediately execute and register the conveyance deed in favour of the complainant pertaining to Villa no.32/240/Simplex/BR, Signature Villa 2, Vatika India Next (now known as

S-5.1/4, Vatika India Next, Signature Villa-2 under Section 17 of the RERA Act, 2016;

G.III Direct the respondent not to demand stamp duty, registration charges as on date as the same stands already paid by the complainant. If for any reason, the challan as generated against the said payment stands expired/ cannot be used, then the respondent be directed to make payment towards the stamp duty and registration charges. The respondent needs to bear any additional cost towards the same or similar such outgoes or expenses;

G.IV Direct the respondent to make payment towards the interest at the applicable rate on the amount of Rs.5,16,828/- towards stamp duty, registration charges and administrative charges which has been paid by the complainant;

G.V To impose the penalty, at the rate deemed fit by this Authority, upon the respondent payable to the complainant for the immense delay in execution and registration of the conveyance deed;

G.VI To impose penalty upon the respondent under Section 59 and 61 of RERA Act, 2016;

G.VIII Any other order, the Authority may deem fit.

16. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
17. In the present complaint, the original allottees namely Mr. Jitender Kumar and Ms. Pushpa Tekchandani booked a plot in the project "Bellevue Residences in Vatika India Next" and they were allotted a plot bearing no. 32/240/Simplex BR having admeasuring super area 240 sq. yds. Thereafter, a buyer's agreement was also executed between respondent/ promoter and original allottees on 03.06.2010, for a total sale consideration of Rs.85,72,000/- (inclusive of Rs.72,000/- on account of IBMS) against which respondent has received an amount of Rs.85,62,646/-. As per clause 11.1 of the said agreement the respondent was obligated to deliver the possession of the unit within 3 years from the date of execution of the agreement. Accordingly, the due date of possession comes out to be 03.06.2013. Subsequently, the original allottees were re-allotted plot no. 9/240/Simplex/ST.82D1-4/ having area admeasuring 240 sq. yds. in the project "Signature 2 Villa in Vatika India Next" situated in Sector-83,

Gurugram vide re-allotment letter dated 22.10.2012. Thereafter, the original allottees sold the subject unit to the complainant herein and entered into agreement to sell on 04.10.2019 in respect to said unit. Thus, the same was endorsed in favour of the complainant by the respondent vide endorsement on 07.11.2019. Therefore, the complainant stepped into the shoes of original allottee on 07.11.2019.

18. The complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(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."***

19. As per clause 11 of the buyer's agreement dated 03.06.2010 provides the time period of handing over possession and the same is reproduced below:

Clause 11.1 Schedule for possession of the said unit -

The company based on its present plans and estimates and subject to all just exceptions contemplate to complete construction of the said unit within a period of three years from the date of execution of this agreement. However, in case the company is not able to adhere to the said time frame, it shall be entitled to reasonable extension of time for completing the construction, unless there shall be delay or there shall be failure due to reasons mentioned...

[Emphasis supplied]

20. **Due date of possession:** The promoter has proposed to hand over the possession of the unit within a period of three years from the date of execution of buyer's agreement. The buyer's agreement was executed on 03.06.2010. Therefore, the due date of handing over of possession comes out to be 03.06.2013.

21. **Admissibility of delay possession charges at prescribed rate of interest:**
The complainant is seeking delay possession charges at the prescribed rate of

interest on the amount already paid by him. However, proviso to Section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

22. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
23. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 16.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
24. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default.
25. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

26. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is 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. By virtue of Clause 11.1 of the agreement, the possession of the subject apartment was to be delivered within three years from the date of execution of buyer's agreement. Therefore, the due date of handing over possession comes out to 03.06.2013. Therefore, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The Authority is of the considered view that there is delay on the part of the respondent to offer the possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 03.06.2010 executed between the parties. Further, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for completion certificate or what is the status of construction of the project. Also, during the proceedings dated 16.12.2025, the counsel for the respondent states that the completion certificate of the project is not yet received. Hence, the project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the promoter as well as allottees.
27. In the present complaint, the original allottees were allotted a unit vide buyer's agreement dated 03.06.2010 and thereafter, the original allottees sold the subject unit to the complainant herein and entered into agreement to sell on 04.10.2019 in respect to said unit and the same was acknowledged by the respondent vide endorsement/ nomination letter dated 07.11.2019. Therefore, the complainant stepped into the shoes of original allottee on 07.11.2019 i.e., after the due date. It simply means that the complainant was well aware about

the fact that the construction of the tower where the subject unit is situated has not been completed and completion certificate qua that part of project is yet to be obtained. However, he still chosen to proceed with execution of the agreement voluntarily which means that the complainant had accepted the factum of the delay. Moreover, he had not suffered any delay as the subsequent allottee/complainants herein came into picture only on 07.11.2019, when the subject unit was endorsed in his favour. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainant from the date of endorsement/ nomination dated 07.11.2019 i.e., date on which the complainant stepped into the shoes of the original allottee. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 03.06.2010. Accordingly, it is the failure of the respondent /promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

28. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @10.80% p.a. w.e.f. from the date of endorsement/ nomination letter i.e., 07.11.2019 till the date of valid offer of possession after obtaining completion certificate from the competent authority plus two months or till the date of handover, whichever is earlier, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
29. Further, the complainant is seeking the relief for the registration of conveyance deed in accordance with Section 17 of the Act of 2016 and also as per clause of

14 buyer's agreement, the relevant clause of the buyer's agreement is reproduced for ready reference: -

14. Conveyance of the said unit

"The company, its associates companies, its subsidiary companies as stated earlier shall prepare and execute along with the applicant a conveyance deed to convey the title of the said unit in favour of applicant but only after receiving full payment of the total price thereof and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed instalments stamp duty....."

30. 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 completion certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
31. 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 by registering conveyance deed in favor of allottee(s) within three months from the date of issue of completion certificate from the competent authority and the relevant provision 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."

32. The Authority hereby directs the respondent to execute the conveyance deed in terms of Section 17 of the Act, 2016 in favor of the complainant within 3 months after obtaining the completion certificate from the competent authority.

H. Directions of the Authority:

33. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under Section 34(f) of the Act:

- i. The respondent/promoter is directed to pay interest at the prescribed rate i.e., @10.80% p.a. w.e.f. the date of endorsement in favour of complainant i.e., 07.11.2019 till the date of valid offer of possession after obtaining completion certificate from the competent authority plus two months or till the date of handover, whichever is earlier, as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.
- ii. The respondent is directed to issue a fresh offer of possession along with a revised statement of account after adjustment of delayed possession charges within a period of 30 days from the date of this order. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of next 30 days thereafter.
- iii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondents/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(za) of the Act.



- iv. The respondent is further directed to execute the registered conveyance deed in terms of Section 17 of the Act, 2016 in favor of the complainant within 3 months after obtaining the completion certificate from the competent authority.
- v. The respondents shall not charge anything from the complainant-allottee which is not the part of buyer's agreement dated 03.06.2010.
34. The complaint as well as applications, if any, stands disposed of accordingly.
35. Files be consigned to registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram


(Arun Kumar)
Chairman

Dated: 16.12.2025