

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

Complaint no. : 942 of 2025
Date of filing : 18.03.2025
Date of Decision : 13.02.2026

1. Baljit Singh

Address: House no. 700-A, Near Talab, Village and
P.O. Ghitorni, New Delhi-110030

2. Tejpal Tanwar

Address: House no. 8, Bichh Patti, Asola Fatehpur
Beri, New Delhi-110074

Complainants

Versus

M/s Angle Infrastructure Private Limited

Address: - 201, Second Floor, Elegance Tower 8,
Jasola District Centre, New Delhi-110025

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Nitesh Manchanda (Advocate)

None

Complainants
Respondent

ORDER

1. The present complaint dated 18.03.2025 has been filed by the complainants/allottee in Form CRA 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 to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, 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 of the project	Florence Estate, Sector-70, Gurugram
2.	Nature of the project	Group Housing Colony
3.	RERA Registered or not	Registered Vide no. 287 of 2017 dated 10.10.2017 valid upto 31.12.2018 (PHASE I) 231 of 2017 dated 19.09.2017 valid upto 31.12.2019 (PHASE II)
4.	DTCP License no.	170 of 2008 dated 22.09.2008 valid upto 21.09.2028
5.	Unit no.	A-2803, 27 th Floor, Tower A (page no. 23 of complaint)
6.	Unit area admeasuring	1299.75 sq. ft. (carpet area) 405.04 sq. ft. (balcony area) (page no. 23 of complaint)
7.	Allotment Letter	04.10.2021 (page no. 18 of complaint)
8.	Buyer's agreement	11.10.2021 (page no. 21 of complaint)
9.	Possession clause	7. Possession of the Apartment 7.1 Schedule for possession of the said apartment The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The

		promoter assures to offer the possession of the Apartment in Phase I (Tower A, B and C Only) to the Allottee tentatively by July 2022 unless there is delay or failure due to war, flood, drought, fire , cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project. (page no. 30 of complaint)
10.	Due date of possession	31.07.2022 (as per possession clause)
11.	Basic sale consideration	Rs. 1,06,25,000/- (as per payment plan at page 44 of complaint)
12.	Amount paid by the complainants	Rs. 1,06,25,000/- (as per receipts annexed in file)
13.	Occupation certificate	NA
14.	Offer of possession	NA
15.	Permission by respondent for undertaking fit outs	08.01.2024 (page no. 59 of complaint)
16.	Possession handed over	08.01.2024 (as alleged by complainants)

B. Facts of the complaint

3. The complainants have made the following submissions in their complaint:
1. The applicant has booked a residential unit on 04-10-2021 at the residential project with the name 'Krrish, Luxury Lifestyle, At Florence Estate, Sector 70, Gurugram' Haryana represented, advertised and money collected by the respondent named herein above. The respondent company allotted one residential unit bearing unit no. A-2803 admeasuring 2125 sq. ft. situated on 27th floor of tower - A of their project florence estate. The respondent company issued provisional allotment letter in respect of allotted unit in favour of the

complainant(s) vide Ref. No. KG/KFE/COM/AL/2021- 22 Dated 04-10-2021 in favour of complainant(s) i.e. Baljit Singh and Tejpal Tanwar.

- II. That complainant Baljit Singh is Father-in-Law of Tejpal Tanwar, and after allotment of subject property, the respondent company executed agreement for sale dated 11-10-2021 jointly in favour of complainant(s). The complainants have paid the entire amount raised by the respondent company. The respondent company has issued receipts against receipt of amount from the complainants.
- III. The respondent company on receipt of entire amount of sale consideration from the complainants, duly handed over the possession of the subject flat to the complainants on dated 08.01.2024 and since 08.01.2024, the complainants are in the joint possession of the subject property.
- IV. Although despite of receiving the amounts from the complainants the respondent have deliberately and intentionally failed to execute sale deed in favour of the complainants despite of receipt of entire amount of sale consideration along with all other charges as and when demanded by the respondent company.

C. Reliefs sought by the complainants

4. The complainants are seeking the following relief:
 - I. **Direct the respondent to execute sale deed in favour of complainants.**
5. The present complaint was filed on 18.03.2025. The counsel for the respondent has not filed the reply in the registry of the Authority and none appearing on behalf of respondent. The authority sent notice which is duly served to the respondent-builder to appear and argue in the matter but on hearing dated 08.08.2025, 10.10.2025, 05.12.2025, 09.01.2026, 06.02.2026

and 13.02.2026 it failed to appear and argue the matter. It shows that the respondent was intentionally delaying the procedure of the Authority by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondent has nothing to say in the present matter and accordingly the authority proceeds the case exparte against the respondent.

6. 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 written submissions made by the parties.

E. Jurisdiction of the authority:

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

E.I Territorial jurisdiction

8. 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

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

Section 11(4)(a)

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;

10. 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 complainants at a later stage.

F. Findings of the authority on relief sought by complainants.

i. Direct the respondent to execute sale deed in favour of complainants.

11. In the present complaint, the complainants booked a unit in the project of respondent namely, 'Florence Estate, situated at sector 70, Gurugram. The complainants were allotted an apartment bearing no. A-2803 on 27th Floor in Tower A, admeasuring 1299.75 sq. ft. of carpet area and 405.04 sq. ft. of balcony area. The apartment buyer's agreement was executed between the complainants and the respondent on 11.10.2021. The total sale consideration of Rs. 1,06,25,000/- out of which the complainants have paid full amount of Rs. 1,06,25,000/-. As per clause 7 of the agreement, the respondent was required to hand over possession of the unit by July 2022. Hence, the due date of possession comes out to be 31.07.2022. The occupation certificate for the project was not received till date. However, the possession of the unit has been handed over to the complainants on

08.01.2024 by the respondent. The complainants in the present complaint is seeking execution of conveyance deed.

12. On consideration of documents available on record and submissions made by both the parties, the authority observes that once possession of a unit has been handed over to an allottee after receipt of the entire or substantial sale consideration, execution of the conveyance deed is not merely a contractual formality but a statutory obligation cast upon the promoter. The promoter cannot retain title over the unit indefinitely after handing over possession and accepting consideration. Such conduct defeats the very purpose of ownership rights of the allottee and reduces the allottee to a precarious status akin to that of a tenant, which is impermissible in law. The present cause of action, namely non-execution of the conveyance deed even after handing over possession is a continuing and subsequent cause of action.
13. In view of the above, the Authority is of the considered view that the respondent has failed to discharge its obligation of executing the conveyance deed in favour of the complainants despite handing over possession and receiving the consideration. Such conduct is arbitrary, unjustified and contrary to the settled principles governing promoter-allottee relationship.
14. As per Section 11(4)(f) and Section 17(1) of the Act, 2016 the promoter is under obligation to get the conveyance deed executed in favour of the complainants. 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.
15. Therefore, the respondent/builder is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms

of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

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/builder is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
17. Complaint stands disposed of.
18. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.02.2026