

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

**Complaint no. :** 3515 of 2025  
**Date of complaint :** 28.07.2025  
**Order pronounced on:** 22.05.2026

Javed Mansoori

**R/o:** Flat no.503, 3<sup>rd</sup> Floor, Tower No.9, Vipul Lavanya  
Apartment, Sector-81, Gurugram, Haryana-122004.

**Complainant**

Versus

M/s Vipul Limited

**Registered office:** Vipul Tech Square, Golf Course  
Road, Sector-43, Gurugram, Haryana - 122009.

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Shri Manish Shukla, Advocate

**Complainant**

Shri Rishabh Gupta, Advocate

**Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/allottee 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. 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:

S. N.	Particulars	Details
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	<b>Registered</b> [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.	1001, 10 <sup>th</sup> floor, Tower-3, (As per page no. 25 of the complaint)
8.	Unit area admeasuring	1780 sq. ft. (super area) (As per page no. 25 of the complaint)
9.	Allotment letter	18.11.2010 (As per page no. 49 of the complaint)
10.	Date of execution of flat buyer's agreement (With Mr. Jatin Walia)	04.03.2011 (As per page no. 22-48 of complaint)
11.	Possession clause	<b>8.Possession</b> <b>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</b>

		<b><i>the occupation certificate in respect of the group housing complex.</i></b> <b>[Emphasis supplied]</b> (As per page 30 of the complaint)	
12.	Due date of possession	<b>04.06.2014</b> [04.03.2014 + 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.48,06,000/- (As per schedule of payments i.e., Annexure-I of BBA at page no.43 of the complaint)	
14.	Total sale consideration <i>[BSP + Car parking + EDC &amp; IDC + Service Tax]</i>	Rs.57,78,819.50/- (As per schedule of payments i.e., Annexure-I of BBA at page no.43 of the complaint)	
15.	Amount paid against the unit	Rs.55,09,665/- (As per payment receipts at page 78-113 of complaint)	
16.	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)	
17.	Offer of possession	Not known	
18.	First endorsement <i>(In favor of Ms. Indu Gupta)</i>	15.01.2020 (As per the documents submitted by the respondent on 03.04.2026)	
19.	Possession certificate <i>(Signed by Ms. Indu Gupta)</i>	02.07.2021 (As per page no. 50 of the complaint)	
20.	Second endorsement <i>(In favor of Mr. Javed Mansoori i.e., complainant herein)</i>	<b>26.12.2024</b> (As per the documents submitted by the respondent on 03.04.2026)	

**B. Facts of the complaint:**

3. 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 first owner had purchased the flat from the respondent company and had entered into a builder-buyer agreement on 24.03.2011 with the respondent for the allotment of Flat No. 1001, 10th Floor, measuring 1780 sq. ft., in Tower No. 3 at the 'Vipul Lavanya' project situated at Sector-81, Gurgaon, Haryana. The total sale consideration for the said flat was Rs.57,78,819.50/- including all other charges. Pursuant to this, the first owner subsequently sold the said flat to Mrs. Indu Gupta, who later transferred the property to a third buyer, Mr. Javed Mansoori, who is the present owner of the property and the complainant herein.
- 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.55,09,665/- and the flat was supposed to be delivered by December, 2018 but till date 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 11 years have been passed and deprived from his own property after receiving full payment. The respondent compels and given permission possession on 02.07.2021 to the second owner Mrs. Indu Gupta, the complainant has no other choice but to take permissive possession in order to avoid financial liability and obligation, now the permissive possession is transfer to the present owner.
- V. That it is humbly submitted that 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.

- VI. 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.
- VII. 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.
- VIII. 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 construction status visiting sight, approvals and OC & CC.
- IX. 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.

- X. 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.
- XI. 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.
- XII. That on the basis of the facts given by the complainant, this Hon'ble Court may be pleased to decide relevant issues for adjudication;
- XIII. 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.

- XIV. 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.
- XV. That the complainant has not filed any other similar petition before any court of law.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief:
- 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;
  - Any other relief as Authority may please allow for delivery of justice.
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.
6. The complaint was filed on 28.07.2025 and the Authority issued a notice dated 29.07.2025 of the complaint to the respondent by speed post EH147757776IN and also on the given email address at [secretarial@vipulgroup.in](mailto: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 03.10.2025, 14.11.2025, 02.01.2026, 20.02.2026, 03.04.2026 and 22.05.2026, 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 10 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 of the defence of the respondent.

7. 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:**

8. 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**

9. 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**

10. 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.*

11. 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 complainant:**

**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.**

12. The above-mentioned relief 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.

• **Delay possession charges**

13. In the present complaint, the complainant intends to continue with the project and is 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"*

14. On consideration of the documents available on record, the Authority observes that the original allottee i.e., Mr. Jatin Walia was allotted a flat bearing no. 1001, 10<sup>th</sup> floor, Tower-2 having 1780 sq. ft. (super area) in project namely "Vipul Lavanya Apartments" situated at Sector-81, Gurugram, vide

allotment letter dated 18.11.2010 and an flat buyer's agreement was also executed between the original allottee and the respondent regarding the said allotment on 04.03.2011. As per clause 8.1 of the flat buyer's agreement dated 04.03.2011, 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 04.06.2014 (including grace period of 90 days).

15. Thereafter, the subject unit was endorsed in the name of Ms. Indu Gupta i.e., first subsequent allottee on 15.01.2020. Admittedly, the physical possession of the unit was taken over by the first subsequent allottee on 02.07.2021 after due inspection of the unit in question. Thereafter, the subject was again endorsed in the name of Javed Mansoori i.e., second subsequent allottee/ complainant herein on 26.12.2024. So, now the question for consideration arises as to whether the complainant is entitled to get delay possession charges under the provisions of the Act, 2016?
16. Upon consideration of documents available on the records, the Authority observes that admittedly, Ms. Indu Gupta has already taken physical possession of the subject unit on 02.07.2021 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 02.07.2021 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.*

17. Considering the above-mentioned facts, the Authority is of the view that the complainant herein is a second subsequent allottee who had purchased the unit from the first subsequent allottee on 26.12.2024 i.e., after such a long period when the possession of the subject unit was already taken over by the first subsequent allottee i.e., Ms. Indu Gupta. Though, the complainant is claiming delay possession charges till handing over of possession on the basis of occupation certificate, but the complainant is in possession since the date of endorsement. It simply means that the ready to move-in property was offered to the complainant and he was well aware of the fact that the construction of the tower where the subject unit is situated has already been completed and the possession of the same has been given to the first subsequent allottee i.e., Ms. Indu Gupta on 02.07.2021 after due inspection. Moreover, he has not suffered any delay as the subsequent allottee/complainant herein came into picture only on 26.12.2024.
18. Hence, in such an eventuality and in the interest of natural justice, delay possession charges cannot be granted to the complainant as there is no infringement of any of his right (being subsequent allottee) by the respondent-promoter.
19. In the light of the facts mentioned above, the complainant herein who have become a subsequent allottee at such a later stage is not entitled to any delayed possession charges as he has not suffered any delay in the handing over of possession. Hence, the claim of the complainant w.r.t. delay possession charges is hereby rejected being devoid of merits.

• **Conveyance deed**

20. 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 02.07.2021 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."*

21. 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

22. 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.”*

23. 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, after receipt of occupancy certificate from the competent authority and up on payment of requisite stamp duty charges 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:**

24. 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.
25. Complaint as well as applications, if any, stand disposed off accordingly.
26. File be consigned to registry.



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
**Dated: 22.05.2026**

**HARERA**  
**GURUGRAM**