



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1962 OF 2023

Mrs. Rita Baluni and Mr. Sushil Chandra Baluni

....COMPLAINANTS

Versus

SRS Real Estate Ltd.

....RESPONDENT

Date of Hearing: 08.09.2026

Hearing: 12th

Present:- Adv. Tanvi Agrawal, Proxy Counsel for Adv. Baljeet Beniwal, Learned Counsel for the Complainant through VC

Adv. Pranjal P Chaudhary, Learned Counsel for the Respondent through VC

ORDER (DR. GEETA RATHEE SINGH – MEMBER)

1. Vide order dated 25.08.2026, complainants were directed to place on record the documents to prove that Directorate of Enforcement is not a necessary party in the matter. Said documents were filed in the registry on 31.08.2026.

2. Arguments heard.

3. Case **Disposed of**. Detailed order shall follow.


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DR. GEETA RATHEE SINGH
[MEMBER]



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1962 of 2023
Date of filing:	31.08.2023
First date of hearing:	28.09.2023
Date of decision:	08.09.2026

Mrs. Rita Baluni and Mr. Sushil Chandra Baluni
Flat No. 334, Plot No. 9.
Sector 5, Jawaharlal, C.G.H.S.,
Dwarka, New Delhi

...COMPLAINANTS

VERSUS

SRS Real Estate Limited
SRS Tower, 3rd Floor,
Near Mewla Maharajpur Metro Station,
Faridabad, Haryana 121003.

.....RESPONDENT

Present : - Adv. Tanvi Agrawal, Proxy Counsel for Adv. Baljeet Beniwal,
Learned Counsel for the Complainants through VC

Adv. Pranjal P Chaudhary, Learned Counsel for the Respondent
through video conference

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint has been filed by the complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS:

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

S.No.	Particulars	Details
1.	Name of the project	'SRS Royal Hills', Sector 87, Faridabad
2.	RERA Registered/not registered	Un-registered
3.	Flat No.	1307, 13 th floor, Tower B-5,
4.	Flat area	1133 sq. ft.
5.	Date of Builder/ Apartment Buyer Agreement	07.10.2010



6.	Due date of possession	30.06.2013 <i>Clause 24(a) Subject to Force Majeure conditions (as mentioned in Clause (b) hereunder) and also subject to all allottees making timely payment of costs of flats allotted to them in said colony and further subject to any other reasons beyond the control of the Company, company shall complete the construction of said colony by 31st December 2012, with a grace period of further six months.</i>
7.	Basic sale price	₹18,12,800/-
8.	Amount paid by complainants	₹27,35,883/- as stated by the complainant in the complaint
9.	Offer of possession	03.03.2014
10.	Date of possession letter	22.08.2015

B. FACTS OF THE PRESENT CASE AS STATED BY THE COMPLAINANT IN THE COMPLAINT:

3. That the respondent had advertised itself as a very ethical business group that lives onto its commitments in delivering its real estate projects as per promised quality standards and agreed timelines. That the respondent while launching and advertising any new project always commits and promises to the targeted consumer that their projects will be completed and delivered to them within the time agreed initially in the residential

[Signature]

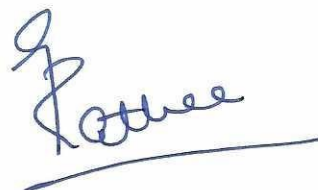
buyer's agreement to be executed with the flat buyers while selling the dwelling unit to them.

4. That the respondent widely publicized and advertised the project through newspaper and hoarding/billboard, claiming it to be a dream project with facilities like, club, markets, shops, parks, swimming pool and state of art infrastructure. The respondent also assured to the consumers like the complainants) that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers.
5. That Mrs. Rita Baluni & Mr. Sushil Chandra Baluni made booking of a residential flat in the project of respondent after making the required advance payments i.e., ₹2,00,000/- vide unit ID no. A/FBD/87/0015 dated 20.02.2008. The copy of receipt dated 20.02.2008 is annexed as Annexure C-I. The residential flat was purchased under the time linked plan at a consideration price of ₹1600/- per sq. ft. i.e. ₹18,12,000/-.
6. That subsequent to the payments made by the complainants, the respondent duly allotted the a residential flat bearing no. 1307 admeasuring 1133 sq. ft. in Tower B-5 in the real estate project namely 'SRS Royal Hills', Sector 87, Faridabad to them vide allotment letter/ flat buyer agreement dated 07.10.2010. The agreement, inter alia, contained the terms and conditions governing the purchase and allotment of

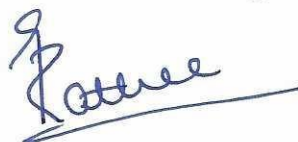


residential flat. The copy of buyer's agreement dated 07.10.2010 is annexed as Annexure C-2.

7. That the complainants made payment towards consideration of the flat as per terms and conditions of the agreement. The copies of receipts are annexed as Annexure C-3 (Colly).
8. That even after the complete payment had already been made towards the consideration of the flat and other charges as demanded by time and again by respondent as aforesaid, the respondent failed to issue letter of no dues along with physical possession to the complainants until today. That the total amount paid by the complainants for the said flat is ₹27,35,883/- inclusive of consideration amount, EDC, IDC, two PLC, utility connection charges, one year maintenance security, BSP for car parking, interest free, power backup installation charges, PLC charges, Wide Roads, FFC/EEC, etc.
9. That even after the entire consideration amount was paid by the complainants, the respondent demanded the complainants to make payment towards maintenance charges and vat charges. However, even after making full payment for the same the respondent failed to hand over the physical possession to the complainants until today. The copy of cheque dated 05.07.2014 along with demand notice -cum-offer of possession dated 03.03.2014 is annexed as Annexure C-4.



10. That it is a settled principle and an industry practice that in a case of default, both buyer and the builder have to charge the same rate of interest. So, if the buyer defaults in making payments on time to the builder or if the builder defaults in giving possession within the agreed period, the rate of interest payable for both will be the same.
11. That as per clause 27(a) of the agreement, the flat was to be handed over to the complainant once the whole amount as agreed upon between the parties is paid by the buyer. That the whole amount of consideration was paid by 13.07.2015 and the possession letter was handed over on 22.08.2015. However, till date no sale deed has been executed and registered in favour of the buyer.
12. That the Directorate of Enforcement has attached the projects of respondent in consequence of allegation of offence of money laundering against the promoter and directors of respondent company, as such Mr. Anil Jindal promoter of respondent company is lodged in Jail since 2018. That thereafter, the Hon'ble Adjudicating Authority of PMLA, 2002 vide order dated 31.08.2021 has categorically set down, inter-alia, that the subject property of the buyers has not been acquired out of the proceeds of crime and as such the same has no nexus with the alleged proceeds in any manner whatsoever.
13. That the complainants are invoking jurisdiction of the Authority under Section 31 of RERA, Act 2016 praying for execution and registration of



Sale Deed/Conveyance Deed as complainants have made full payment for the possession of the flat.

14. That the execution and registration of the conveyance deed was delayed on account of lack of promised amenities, lack of sewage treatment plant, park, club and demand made by the respondent for payment of increased EDC. The complainants made several visits to the office of the respondent company, and the officials of the company continued to delay the process on one ground and other. In 2018, the promoter of the respondent company was arrested and due to which the other officials of the respondent company continued to delay the process of execution and registration on account of no one available to sign the conveyance deed. The properties were further in 2019 attached by the ED, complainants after losing all the hope from the respondent company, are constrained so approach this Hon'ble Authority for redressal of their grievance.
15. That the respondent be directed to execute conveyance deed for residential flat bearing no. 1307, admeasuring of 1133 sq. ft. in Tower B-5 being developed on land situated at Sector -87, Greater Faridabad in the housing project "SRS Royal Hills" and further registration of the executed conveyance deed. The complainants have performed all their responsibilities under the contract. Hence, present complaint has been filed.

C. RELIEF SOUGHT



16. In view of the facts mentioned above, the complainants have prayed for the following relief:-

- (i) Declare that the complainants have performed all terms and condition of its part under buyer's agreement dated 07.10.2010 and is entitled for physical possession of the property.
- (ii) Direct respondent to execute the conveyance deed of the subject flat bearing no. 1307, admeasuring 1133 sq.ft. in Tower No. B-5, Sector-87, Faridabad in group housing colony known as SRS Residency (SRS Royal Hills).
- (iii) Award compensation to the complainants Mrs. Rita Baluni and Mr. Sushil Chandra Baluni in terms of delayed possession.
- (iv) Pass such other or further orders, which this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case.

D. REPLY ON BEHALF OF RESPONDENT

17. Despite adequate opportunities respondent did not file any reply in the matter and learned counsel for the respondent on hearing dated 07.04.2024 stated on instructions that respondent does not wish to file a reply and matter may be decided on the basis of documents available on record.

E. ORAL SUBMISSIONS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT



18. Learned counsel for the complainant reiterated the facts as were stated in the complaint.
19. Learned counsel for the respondent stated that respondent is ready and willing to get the conveyance deed executed and a letter in this regard has already been sent to the complainants.

F. ISSUES FOR ADJUDICATION

20. Whether the complainants are entitled for relief of execution of conveyance deed of the flat in question in their favour?

G. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

21. Facts set out in the preceding paragraph demonstrates that the complainants booked a residential flat in upcoming project of respondent by paying booking amount of ₹2,00,000/- on 20.02.2008. Flat buyer agreement was executed between the parties on 07.10.2010 wherein residential flat bearing no. 1307 admeasuring 1133 sq. ft., 13th floor in Tower B-5 in the project namely 'SRS Residency (SRS Royal Hills)', Sector 87, Faridabad was allotted to the complainants @1600/- per sq. ft. (i.e. the basic sale price of the pot was fixed as ₹18,12,800/-) against which complainants claim to have already paid a sum ₹27,35,883/-.
22. Respondent has not filed any reply in the matter and accordingly matter is being decided on the basis of documents available on record.
23. Perusal of the documents available on record reveals that respondent on 03.03.2014 issued a demand notice - cum - offer of possession stating



that construction of the building containing the flat of the complainants has been complete and they have received occupation certificate for the same. Accordingly, complainants were directed to clear the outstanding dues on or before 07.04.2014. It was also clearly mentioned in said letter dated 03.03.2014 that upon clearance of dues of the complainants and completion of necessary formalities, 'letter of possession' would be issued and complainants may take the possession of the flat from their site office. It is pertinent to mention here that the complainants in their pleadings have submitted that the entire consideration amount was paid by 13.07.2015 and the possession letter was handed over on 22.08.2015. The respondent has neither by way of reply or by oral submissions denied the payment of ₹27,35,883/- allegedly made by the complainants and issuance of possession letter dated 22.08.2015.

24. Although copy of possession letter dated 22.08.2015 has not been placed on record, however the fact that said document has been relied upon by the complainants and not denied by the respondent, a presumption can be drawn that the same stood issued by the respondent on 22.08.2015. The fact that the complainants themselves have admitted that possession letter has been issued on 22.08.2015, clearly depicts that entire consideration amount for the flat has been paid by the complainants in furtherance of letter dated 03.03.2014 and nothing was due on their part. Preponderance of probabilities suggests that respondent would have issued 'letter of



possession' on 22.08.2015 on receiving entire payment, and once respondent issued letter of possession, there appears no occasion for not handing over physical possession of the unit. Hence possession was handed over to them by the respondent. After taking the possession of the flat, the next logical step is execution of a conveyance deed which will perfect the title of the flat in favour of the complainants. However, the conveyance deed has not been executed in their favour till date. So, the only issue which is left is the execution of conveyance deed. As per Section 17 of the RERA Act, 2016, respondent is under an obligation to transfer the title of the flat along with necessary documents in favour of the allottee within a specific period. However, till date conveyance deed has not been executed and complainants cannot completely enjoy the title of the flat.

25. The respondent has not disputed the amount paid by the complainants and has neither stated nor placed on record any document to prove that any balance amount is payable by the complainants to respondent. Rather learned counsel for the respondent on instructions, orally submitted during hearing today that they are ready and willing to execute the conveyance deed. Therefore, it is appropriate to direct the respondent to transfer the title of the flat in question to the complainants by executing conveyance deed in their favour. It is observed that since possession letter dated 22.08.2015 has been issued to the complainants, it will be



deemed that complainants have already paid entire consideration amount unless it was stipulated otherwise by way of a separately executed document. Thus, respondent cannot demand any charges/amounts from the complainants except for the stamp duty charges which are to be paid by allottees at the time of execution of conveyance deed.

Accordingly, it is ordered that respondent/promoter shall authorize an official of the company to execute conveyance deeds in favour of allottees. Respondent shall prepare draft conveyance deed and send to the allottee-complainants. Thereafter, conveyance deed shall be got executed as per law.

26. Complainants are also seeking compensation in terms of delayed possession. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "**M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.**" has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses.



Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation.

H. DIRECTIONS OF THE AUTHORITY

27. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:
- (i) Respondent is directed to authorise an official representative of the company to execute conveyance deed of the flat bearing no. 1307, 13th floor, Tower B-5, SRS Royal Hills, Sector 87, Faridabad in favour of allottees. Respondent shall prepare draft conveyance deed and send to the allottee-complainants, thereafter, conveyance deed shall be got executed as per law within 30 days of uploading of this order.
 - (ii) Complainant shall remain liable to pay for the prevalent stamp duty charges.
28. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]