

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

Complaint no. : 5729 of 2025
Date of complaint : 02.12.2025
Date of decision : 08.09.2026

Koushlendra Singh and Puja Kumari,
Both R/o: - J-59, Second Floor, Emerald Hills,
Sector 65, Gurugram-122018.

Complainants

Versus

Fidatocity Homes Private Limited
Having Regd. Office At: House No. D-800, Ground
Floor, New Friends Colony, South Delhi, Delhi.
Also at: 17th Floor, Tower B, M3M Urbana Business
Park, Golf Course Road Extension, Sector 67,
Gurugram- 122001, Haryana.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Ishaan Dang (Advocate)
Priyanka Aggarwal (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	"Sky Palazzos" in Sector-88 B, Gurugram
2.	Project area	10.84375 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	130 of 2024 dated 24.10.2024 valid up to 23.10.2029
5.	Name of licensee	Fidatocity Homes Private Limited and 3 others
6.	RERA Registered/ not registered	Registered vide no. 24 of 2025 dated 04.03.2025 valid up to 30.09.2032
7.	Area registered	5.65416 acres
8.	Unit no.	C-3801, 38 th floor, tower/block-C (As per page no. 26 of the complaint)
9.	Unit area admeasuring	162.66 sq. mt. (Carpet Area) and 314.94 sq. mt. (Super Area) (As per page no. 26 of the complaint)
10.	Welcome letter	28.04.2025 (As per page no. 24 of the complaint)
11.	Allotment letter	28.04.2025 (As per page no. 25 of the complaint)
12.	Date of execution of agreement to sell	Not executed
13.	Possession clause	Not available
14.	Due date of possession	30.09.2032 (Proposed date of possession of unit as declared by the promoter vide allotment letter dated 28.04.2025 at page 24 of complaint)
15.	Total sale consideration	Rs.5,33,94,050/-

		(As per payment plan on page no. 27 of the complaint)
16.	Amount paid by the complainants	Rs.73,83,139/- (As per receipt information on page no. 31-35 of the complaint)
17.	Occupation certificate /Completion certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

- I. That the officials of the respondent had first approached the complainant in the year 2025 for booking a unit in the project to be developed by the respondent. The respondent had conveyed to the complainant that it was developing a premium residential project under the name and style of "Sky Palazzo", situated in Sector 88B, Gurugram spanning across 11 acres approximately and consisting of six high-rise towers comprising 560 luxury units. The respondent had also assured the complainant that it was in receipt of all necessary licenses, approvals, sanctions, permissions etc. issued by the competent authorities for development of the said project. Moreover, the respondent had assured the complainant that the construction of the said project would be completed by 2032.
- II. That relying upon the promises and assurances proffered by the respondent orally as well as through brochures and other promotional material and enticed by the attractive picture portrayed by the respondent, the complainant were induced to book an apartment bearing No. C-3801 anmeasuring 162.66 square meters (carpet area, located on the 38th Floor in Tower C in the said project.

- III. That the respondent had also issued allotment letter dated 28.04.2025 to the complainant. The aforesaid allotment letter contained the payment plan as well as terms and conditions of booking. The total sale consideration amount (inclusive of basic sale price, IDC, EDC, Parking Charges, PL and Club Membership Charges) had been quantified at Rs.5,22,99,100/- and was duly mentioned in the allotment letter.
- IV. That the complainant had opted for a "flexi payment plan" which was essentially a construction linked payment plan.
- V. That it had been duly incorporated in Clause 5 of the allotment letter that the respondent and the complainant would execute the builder buyer agreement/ agreement for sales within 30 days of the allotment of the said unit. Interestingly, the respondent had intentionally omitted to mention the timeline with respect to handing over of physical possession of the said unit to the complainant in the aforesaid allotment letter.
- VI. That despite booking the unit on 28.04.2025, demand letter dated 29.04.2025 had been issued by the respondent to the complainants for the milestone "Within 60 days from Booking".
- VII. That in all, an amount of Rs.1,03,83,139/- had been paid by the complainants to the respondent. It would not be out of place to mention that acceding to the persistent and earnest requests of the respondent, the complainants had made payment of an amount over and above the amount as stipulated in the payment plan annexed with the allotment letter.
- VIII. That subsequently, no other demand letters have been received by the complainants from the respondent till date. Moreover, there is no progress at the spot insofar the construction work is concerned. In fact, the complainants had visited the site a few days prior to filing of

the present complaint and had found out that not even a single labourer or worker was present at the spot. Furthermore, no construction material was lying at the project site. In fact, no equipment for the purpose of raising of construction/development of the said project had been placed at the project site by the respondent.

- IX. That however, the respondent for reasons best known to it has not executed the buyer's agreement with the complainants till date. The complainants had orally reminded the officials of the respondent on several occasions to share the draft of the buyer's agreement, but they failed to do so.
- X. That the complainants kept calling upon the respondent to share the draft of the buyer's agreement and get the same executed and registered without any further delay. Moreover, the complainants had also reminded the officials of the respondent that the complainants had not received a single update pertaining to stage of construction of the said project from the respondent. However, the respondent merely avoided the persistent requests of the complainants on one pretext or another and no convincing reply was ever received from the officials of the respondent by the complainants.
- XI. That the respondent in complete contravention of Section 13 of Real Estate (Regulation and Development) Act, 2016 has demanded and received advance payment in excess of 10% of the total sale consideration amount even without executing and getting registered the buyer's agreement/ agreement for sale with the complainants. The aforesaid fact of the respondent is grossly illegal.
- XII. That the respondent has adopted unfair trade practices by demanding and receiving more than 10% of the consideration amount as payment from the complainants without executing and getting registered the

- buyer's agreement. It is submitted that as per the unambiguous and categorical provisions of the Act, the respondent is legally prohibited from accepting any amount in excess of 10% of the total consideration prior to execution and registration of the buyer's agreement. The respondent has abused its dominant position and taken undue advantage of the compulsions of the complainants who were and still are ready to make payment of the entire sale consideration amount.
- XIII. That the respondent has also not filed the quarterly project report before this Authority and has also not made it available for public viewing on its official website. Thus, the respondent has also contravened the provisions of Section 11 of the Act. The respondent is liable to be penalised for its violations and transgressions even on this account as well.
- XIV. That the complainants, about five days prior to filing of the present complaint have come to know from market sources that the respondent was in the process of executing a joint development agreement with another Developer with respect to the said project. Moreover, it had also come to the attention of the complainants from the above-mentioned sources that the respondent was also in the process of applying for change of Developer/transfer of license before the concerned statutory authority for formal transfer of development rights and responsibilities to another Developer.
- XV. That in the beginning, when the complainants had been induced by the officials of the respondent to make the booking referred to above and to make payment of substantial amounts to the respondent, it had never been directly or indicated to the complainants that the respondent would itself not proceed to undertake the construction/development/implementation of the said project. The



complainants feel cheated and defrauded by the acts of the respondent. The acceptance of extremely substantial amounts towards advance from the complainant by the respondent and its evident failure to execute the buyer's agreement coupled with the intent to enter into joint development agreement with third parties clearly establishes that the respondent from the very inception wanted to cheat the complainants as well as other allottees.

- XVI. That it seems as if the respondent does not want to continue with the construction and development work of the said project. Furthermore, from the conduct of the officials of the respondent, it has become evident to the complainants that the respondent intends to gain unlawfully at the expense of the complainants as well as other extremely large number of similarly placed allottees in the said project. The intentional, illegal and unilateral actions of the respondent are bound to cause wrongful loss to the complainants as well as other allottees in the said project.
- XVII. That the present complaint has been filed by the complainants without prejudice to their rights and the same is limited to seeking execution of the buyer's agreement and getting it registered, handing over of possession of the said unit by the respondent to the complainants in a timely manner upon payment of balance sale consideration amount as well as execution and registration of conveyance deed in favour of the complainants. The complainants reserve their right to seek refund, if need be. The present complaint has been filed by the complainants without prejudice to their rights to institute and prosecute other legal proceedings in accordance with law.
- XVIII. That the complainants have suffered immense mental agony, financial hardship and harassment on account of the acts of the respondent. The

complainants also reserve their right to seek compensation from the respondent by approaching the Hon'ble Adjudicating Officer. From the conduct of the respondent, it has become apparent that the respondent intends to cheat and defraud the allottees in the said project including the complainants. The respondent has misused its dominant position and has attempted to swindle the complainants out of their hard-earned money.

- XIX. That the complainants have repeatedly requested the respondent to execute and register the builder buyer's agreement in respect of the said unit in favour of the complainants, to transparently provide complete information with regard to steps being taken for expeditious construction/development of the said project and to desist from entering into any agreements with third parties for undertaking the development of the project in the capacity of Developer without fulfilling its legal obligations towards the complainants. The respondent has finally refused to accede to the request of the complainants two days prior to filing of the present complaint. Hence, this complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - I. Direct the respondent to execute and get registered the builder buyer's agreement in favour of the complainant.
 - II. Direct the respondent to handover possession and to execute conveyance deed.
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 vide its reply dated 17.02.2026 on the following grounds: -

- i. That the complainant, having undertaken due diligence and verification of the project credentials, voluntarily approached the respondent in the year 2025 and booked apartment No. C- 3801 admeasuring 162.66 square meters of carpet area and 314.94 square meters of super area, located on the 38th Floor in Tower C in the said project. Pursuant to the booking, the respondent issued a welcome letter and an allotment letter dated 28.04.2025. The said allotment letter stipulated the total sale consideration at Rs.5,22,99,100/-, inclusive of basic sale price, IDC, EDC, parking charges, PLC, and club membership charges, and exclusive of taxes, along with the applicable payment plan and terms and conditions.
- ii. That the complainants paid a total sum of Rs. 55,83,139/- including taxes & brokerage, towards the said unit under the flexi payment plan, which they consciously accepted without raising any objections at the relevant time. It is pertinent to mention that as per Clause 5 of allotment letter, the builder buyer agreement was required to be executed within a period of 30 days from the date of allotment of the said unit and it was clearly stipulated therein that the complainant was required to remain personally present at the office of the respondent on any working day during office hours for the purpose of execution of the agreement for sale / builder buyer agreement within the said period of 30 days. However, despite the said clear and specific condition, the complainant never visited the office of the respondent for execution of the builder buyer agreement. It is pertinent to mention that the respondent, in bona fide manner, sent an email dated

21.05.2025 to the complainant, requesting him to share a convenient date for execution and registration of the builder buyer agreement. In the said email, the complainant was duly informed that execution and registration of the BBA within 30 days of booking is mandatory under HRERA guidelines, and that the respondent had already initiated the registration process. The complainant was further requested to coordinate with the relationship manager and align the agreement execution appointment within the next 4-5 days. However, despite the communication, the complainant did not approach the respondent for execution of the BBA.

- iii. The present complaint has been instituted by the complainant in the year 2025, seeking execution of BBA, primarily on the grounds of alleged failure on the part of the respondent to execute the BBA within the stipulated timeline, purported illegal and excess payment, delay in possession despite the agreed possession date being 30.09.2032. The respondent most humbly submits that the complaint is premature inasmuch as no cause of action has accrued in favour of the complainant, particularly given that the proposed date of possession is nearly seven years in the future. Furthermore, the complaint is not maintainable in law, as the complainant cannot be permitted to take advantage of his own default. The failure to execute the builder buyer agreement within the stipulated period was solely attributable to the complainant, despite clear contractual stipulations and subsequent reminders issued by the respondent. Having failed to comply with the mandatory requirement of execution of the BBA within 30 days as per the allotment letter and HRERA guidelines, the complainant is estopped from alleging default on the part of the respondent.

- iv. That the complainant cannot seek relief on account of his own default, and therefore, the present complaint is liable to be dismissed. It is submitted that as per the allotment letter dated 28.04.2025, the proposed date of possession of the allotted unit was clearly stipulated as 30.09.2032, which was duly communicated to and expressly accepted by the complainant at the time of booking. According to the facts of the present case complaint is premature and liable to be dismissed.
- v. That the allegation regarding illegal demands raised by the respondent is wholly false. It is submitted that all payment demands were raised strictly in accordance with the flexi payment plan duly attached with the allotment letter dated 28.04.2025, which was clearly communicated to and accepted by the complainant at the time of booking. The respondent has acted in a fair, transparent, and bona fide manner throughout, and no illegal, arbitrary, or excess demand was ever raised.
- vi. That the allegation regarding payment of a total amount of Rs.1,03,83,139/- is false and misleading. It is submitted that complainant has paid only a sum of Rs.55,83,139/- till date, strictly in accordance with the agreed payment plan. The respondent has duly issued acknowledged payment receipts for the amounts received.
- vii. That the allegation that no construction had commenced at the project site is wholly incorrect. It is submitted that the construction activities have already commenced, as evident from the site photographs on record, which clearly demonstrate the respondent's bona fide conduct and due diligence in the development of the project.
- viii. That the respondent had intimated multiple times even vide email dated 21.05.2025 respondent requested the complainant to come

forward for the execution of the builder buyer agreement however the complainant wilfully remain silent neither gave any reply to the said email nor came forward for the execution of BBA. Therefore, the respondent has a right to cancel the unit and refund the amount paid by the complainant after deduction of the earnest money and statutory deduction.

- ix. That no cause of action has arisen or subsists in favor of the complainant to institute or prosecute the instant complaint. The complainant has preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent.

5. 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 these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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

Section 11.....**(4) The promoter shall-**

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

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.

9. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the Adjudicating Officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants.**F.I Direct the respondent to execute and register BBA in favour of the complainants.**

10. The complainants have submitted that despite receipt of more than 10% of the sale consideration from them, the respondent has failed to enter into a registered buyer's agreement with the complainants. The respondent has submitted that as per Clause 5 of allotment letter, the builder buyer agreement was required to be executed within a period of 30 days from the date of allotment of the said unit and it was clearly stipulated therein that the complainant was required to remain personally present at the office of the respondent on any working day during office hours for the purpose of execution of the agreement for

sale/builder buyer agreement within the said period of 30 days. The respondent, vide email dated 21.05.2025, requested the complainants to share a convenient date for execution and registration of the builder buyer agreement and was duly informed that execution and registration of the BBA within 30 days of booking is mandatory under HRERA guidelines, and that the respondent had already initiated the registration process. The complainant was further requested to coordinate with the relationship manager and align the agreement execution appointment within the next 4-5 days. However, despite the communication, the complainant did not approach the respondent for execution of the BBA.

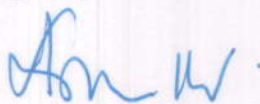
11. On consideration of documents available on record and submissions made by both the parties, it is observed that despite receipt of considerable amount against the booked unit back in July 2025 from the complainants, the respondent-promoter has failed to enter into a written agreement for sale against the unit in question and has failed to get the unit registered in their name till date. Hence, it is violation of the provisions of the Act and shows its unlawful conduct. As per Section 13(1) of the Act, 2016, the promoter is obligated to not to accept more than 10% of the cost of the apartment, plot or building as the case may be, as an advance from a person without entering into a written agreement for sale with such person and register the said agreement for sale. Thus, in view of Section 13 of the Act of 2016, the respondent-promoter is directed to enter into a registered buyer's agreement with the complainants as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.

F.II Direct the respondent to handover possession and to execute conveyance deed in favour of the complainants.

12. The complainants are seeking further relief with respect to handover of possession and to execute conveyance deed against the unit in question in favour of the complainants in timely manner. However, the Authority observes that as per allotment letter dated 28.04.2025, it was agreed that possession of the apartment shall be delivered to the complainants/allottees by 30.09.2032. Accordingly, the due date for handing over possession has not yet fallen due. In view thereof, the reliefs sought by the complainants in respect of handing over of possession and execution of the conveyance deed are premature and, therefore, cannot be granted at this stage.

G. Directions of the Authority:

13. 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):
- The respondent/promoter is directed to enter into a registered buyer's agreement with the complainants as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 60 days from the date of this order.
14. Complaint stands disposed of.
15. File be consigned to the registry.

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2026