



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 542 OF 2022

Gurutek Estate Pvt. Ltd.

....COMPLAINANT

VERSUS

Sanjay Kumar

....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh
Chander Shekhar**

**Member
Member**

Date of Hearing: 11.02.2025

Hearing: 11th

Present: - Adv. Venkat Rao, Counsel for complainant.
None for respondent.

ORDER

1. Ld. Counsel for the complainant submitted that respondent allottee had filed the reply on 20.02.2024 however none is coming forward to argue the case from the last two hearings.
2. In the present complaint the main relief that the builder complainant is seeking is to direct the respondent to come forward and execute the "cancellation deed as the respondent allottee is not

coming forward to execute the cancellation deed before the registrar.

3. In given scenario, Authority posed a specific question to ld. counsel for the complainant as to under which provision of the RERA Act, 2016 complainant is seeking relief of allowing complainant to cancel the agreement to sale. To this, ld. counsel for the respondent referred to section 34(f) and 19(10) of the RERA Act, 2016 which are reproduced as under:

Section 34(f)- 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;

Section 19(6) - Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

He further stated that under the rules of equity and natural justice the respondent allottee must come forward to execute the cancellation deed in case he is not abiding by the agreement executed between the parties.

4. Ld. counsel for the complainant builder further referred to the judgement passed by Hon'ble Karnataka Appellate Tribunal in

Rattree

appeal no. 351 of 2020 titled as **M/s L & T Construction Equipment Limited vs. The Karnataka RERA and Ors.** wherein the Hon'ble Appellate Tribunal has observed that there is no embargo under section 11(5) of the RERA Act, for the promoter to approach the Authority seeking direction to the jurisdictional sub-registrar to make a note in the relevant register maintained in their office regarding cancellation of the registered agreement entered into between the parties, so that it discontinue to appear in the encumbrance register and the promoter can dispose of the flat to any other prospective buyer and the termination of the agreement so done was held to be valid.

5. Arguments of ld. counsel for the complainant builder have been heard. Case is adjourned to 01.07.2025 for further arguments and consideration.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]