BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: October 30, 2026

(1) Appeal No. 100 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(2) Appeal No. 241 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(3) Appeal No. 242 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(4) Appeal No. 243 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(5) Appeal No. 244 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(6) Appeal No. 246 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(7) Appeal No. 261 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.

3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(8) Appeal No. 262 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(9) Appeal No. 263 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

(10) Appeal No. 264 of 2026

M/s Signature Global Business Parks Ltd. having Office at: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Cannaught Place, New Delhi-110001, India.

... Appellant

Versus

1. Adjudicating Officer, Haryana Real Estate Regulatory Authority, Gurugram having Office at: new PWD rest House, Civil Lines, Gurugram 122001.
2. Mr. Yuvraj Arora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
3. Mr. VivekArora, 17, Aradhana Colony, R K Puram Sector 13 new Delhi 110066.
4. Ramprastha Estates Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
5. Ramprastha Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.
6. Ramprastha Promoters & Developers Pvt. Ltd. having Office at: 114, Sector 44, Gurugram 122002.

... Respondents

CORAM:

Justice Rajan Gupta **Chairman**
Dinesh Singh Chauhan **Member (Technical)**

Present: Mr. Gautam Dutt, Sr. Advocate assisted by
Mr. Venket Rao, Advocate, with
Mr. Pankaj Chandola, Advocate,
Mr. Farhad Kohli, Advocate,
for the appellant.

Mr. Dhruv Lamba, Advocate,
for respondent no. 1.

Mr. Bipin Sharma, Advocate,
for respondent nos. 2 & 3.

None for respondent no. 4.

O R D E R:

RAJAN GUPTA, CHAIRMAN

This order shall dispose of above-mentioned appeals, as common questions of law and facts are involved therein. However, the facts have been extracted from Appeal No. 100 of 2026.

2. Present appeal is directed against orders dated 05.03.2025 and 21.03.2025, passed by the Adjudicating Officer of the Authority[1]at Gurugram in an execution petition filed by respondents Nos. 2 and 3 for execution of the order passed in Complaint No. 6008 of 2023. Vide the impugned orders, the Adjudicating Officer ordered attachment of the interest of respondents Nos. 4 to 6 in various parcels of land comprising multiple khasra numbers. The operative part of the order dated 05.03.2025 reads as under:

> *"An application is filed by learned counsel for Dh with a prayer to attach certain immovable properties belonging toJD. As per jamabandi for the year 2018-19 and mutations No. 866, 986, 981, 908, 981, 989, 985 and 908, lands comprising in khasraNo.121, 107/1, 107/3/1, 107/3/3, 109/1, 110/1, 110/3/1, 110/3/3, 111/1, 112, 120/1, 117/2, 118/2, 119/1 belongs to M/s. RamprasthaPromoters &Developers Pvt. Ltd. and lands comprising in khasraNo. 381/236/1/2, 382/236/1, 384/237/2, 386/238/2 and 82/3/2, 83/2/1, 398-399/87/2/1, 88/2/1, 89/2/1 and 89/2/3 belongs to M/s. Ramprastha Estate Pvt. Ltd. Both of said companies are JDs in this case. Request to attach said properties of JD's is allowed.*
>
> *Interest of JDs in these properties is hereby attached. Let copy of this order be sent to Registrar/Sub Registrar concerned with a direction not to allow sale/transfer of share of JDs of these properties in favour of anyone except DH. Another copy be provided to DH to be served upon Registrar/Sub Registrar concerned."*

[1]Haryana Real Estate Regulatory Authority, Gurugram.

3. The factual matrix of the case is that respondent Nos. 2 and 3 (hereinafter referred to as the “allottees”) booked 77 plots in a project floated by respondent Nos. 4 to 6 (hereinafter referred to as the “promoters”) and paid the entire sale consideration in lump sum on 23.08.2006. As the promoters failed to deliver possession, the allottees approached the Authority by filing 77 complaints seeking possession along with delay possession charges (“DPC”). Vide order dated 26.07.2024, the Authority disposed of the said complaints and directed the promoters to execute the plot buyer agreements, deliver possession, and pay delay possession charges. Thereafter, the allottees initiated execution proceedings before the Adjudicating Officer for enforcement of the Authority’s order. In those proceedings, the allottees filed an application seeking attachment of the promoters’ land and placed the relevant jamabandi and mutation records before the executing court. Vide order dated 05.03.2025, the Adjudicating Officer attached the promoters’ interest in the aforesaid land. Thereafter, said order was modified due to some clerical mistakes on 21.03.2025.

4. Aggrieved by the impugned orders, the appellant preferred the present appeal before this Tribunal. The appellant primarily challenged the attachment order on the ground that the land comprising khasra Nos. 117/2, 118/2, 119/1 and 121, along with certain other parcels, had been agreed to be sold by the promoters to the appellant under an agreement dated 25.02.2025, i.e., prior to the passing of the attachment order by the Adjudicating Officer. It was further contended that an amount of Rs. 50 crore was remitted by the appellant to the promoters through RTGS towards consideration under the said agreement on 25.02.2025. Pursuant thereto, a sale deed was registered on 20.03.2025.On this basis, the appellant contended that, on the date of attachment, the promoters had neither ownership nor any subsisting right or interest in the land comprised in khasra Nos. 117/2, 118/2, 119/1 and 121. Secondly, the appellant

contended that the allottees, who had approached the Adjudicating Officer, had no locus standi to seek attachment of the appellant's land, as none of the khasra numbers owned by the appellant and referred to in the impugned order formed part of the land covered by the licence granted in respect of the project in question. Thirdly, the appellant assailed the impugned order on the ground that the attachment order had been passed without affording an opportunity of hearing to the affected parties.

5. During the course of hearing, learned counsel for the respondent-allottees questioned the genuineness of the transaction in favour of the appellant, principally on the ground that the sale deed was registered after the attachment order dated 05.03.2025. It was contended that a transfer effected after attachment could not defeat the rights of the decree-holders and was, therefore, liable to be ignored.

6. We have heard the learned counsel for the parties and carefully examined the record of the case.

7. The principal issue is whether the sale deed dated 20.03.2025, executed after the attachment order dated 05.03.2025, can prevail over the attachment by virtue of the prior agreement to sell dated 25.02.2025.

8. Section 64(1) of the CPC provides that where an attachment has been made, any private transfer or delivery of the property attached, or of any interest therein, and any payment to the judgment-debtor contrary to such attachment, shall be void as against all claims enforceable under the attachment. Thus, once an attachment has been ordered, a private alienation of the attached property cannot defeat the claims enforceable under that attachment.

9. However, Section 64(2) of the CPC creates a limited exception. It provides that nothing in Section 64 shall apply to a private transfer or delivery of the attached property, or of any interest therein, made in pursuance of a contract for such transfer or delivery entered into and

registered before the attachment. The statutory protection under Section 64(2) is, therefore, available only where two cumulative conditions are satisfied: first, the contract for transfer must have been entered into before the attachment; and secondly, the said contract must have been registered before the attachment.

10. In the present case, although the agreement to sell is stated to have been executed on 25.02.2025, i.e., prior to the attachment dated 05.03.2025, the appellant has not shown that the said agreement to sell was registered prior to the attachment. On the contrary, the sale deed itself was registered only on 20.03.2025, after the attachment order had been passed. The agreement to sell dated 25.02.2025, being an unregistered document, does not satisfy the mandatory requirement of Section 64(2) of the CPC.

11. Since the antecedent contract was not registered before the attachment, the subsequent sale deed dated 20.03.2025, executed in favour of the appellant after the attachment order, falls within the prohibition contained in Section 64(1) of the CPC. In view of this legal position, serious doubts would arise against the validity of the transaction, particularly the sale deed.

12. The decision in ***VannarakkalKallalathil Sreedharan v. Chandramaath Balakrishnan, (1990) 3 SCC 291***, and the line of cases following it, dealt with transfers made in pursuance of antecedent contractual obligations. However, after the 2002 amendment introducing Section 64(2) into the CPC, the statutory exception is confined to contracts for transfer which were both entered into and registered prior to the attachment. An unregistered agreement to sell cannot invoke the protection of Section 64(2).

13. The appellant's reliance on the payment of Rs. 50 crores through RTGS on 25.02.2025 and on the subsequent registration of the sale

deed cannot alter the legal position. Payment of consideration under an unregistered agreement to sell may, at best, create contractual and equitable rights between the parties, but it does not create an interest in the immovable property capable of prevailing over an attachment. The attachment operated against the right, title and interest of the promoters in the attached land, and the subsequent private conveyance in favour of the appellant cannot defeat that attachment.

14. So far as the contention regarding absence of notice or opportunity of hearing is concerned, the attachment was ordered in execution proceedings on the basis of the revenue record placed before the Adjudicating Officer showing the promoters' ownership of the attached land. The subsequent purchaser, who acquired the property after the attachment, cannot claim a right superior to that of the attaching decree-holders merely because no prior notice was issued to it. The appellant's rights, if any, arose under an unregistered agreement to sell and crystallised only upon registration of the sale deed after the attachment; accordingly, no prejudice can be said to have been caused to the appellant by the absence of prior notice.

15. The appellant's contention that the attached khasra numbers did not form part of the licensed project of the promoters also does not advance its case. The attachment was directed against the promoters' interest in the identified khasra numbers, which were shown in the revenue records as belonging to the promoter. The fact that the land may not have formed part of the licensed project does not exempt it from attachment in execution of a decree against the promoters.

16. In view of the foregoing discussion, the sale deed dated 20.03.2025, having been executed after the attachment order and in pursuance of an unregistered agreement to sell dated 25.02.2025 is against the spirit of Section 64(1) of the CPC and as such cannot prevail upon the

claims of the respondent-allottees enforceable under the attachment. The protection of Section 64(2) of the CPC is not available to the appellant.

17. Consequently, the impugned attachment orders dated 05.03.2025 and 21.03.2025, insofar as they relate to the land comprised in khasra Nos. 117/2, 118/2, 119/1 and 121, cannot be faulted.

18. The appealsare dismissed, with no order as to costs.

19. The pending application(s), if any, also stand disposed of accordingly.

20. Copy of this order be sent to parties/their counsel and the Authority below.

21. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

October 30, 2026
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