



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 22.04.2026.

Item No. 319.21

Clarification regarding legality of clause relating to compulsory construction and re-conveyance of plot.

Promoter: Model Economic Township Ltd.

Project: "MET Supermart".

Reg. No.: HRERA-PKL-JJR-329-2022.

1. Vide letter dated 07.03.2026, Sh. Chirag Verma is seeking a clarification regarding the compliance of a clause contained in the Plot Buyer Agreement submitted by the promoter, Model Economic Township Limited, to RERA Authority, in respect of its licensed project titled "MET Supermart", Registration No.: HRERA-PKL-JJR-329-2022.

2. The agreement contains a clause which requires the allottee to construct a minimum of 25% of the permissible FAR within four years from the date of provisional allotment. The clause further provides that in case the allottee fails to complete such construction within the stipulated time (including extensions), the promoter may require the allottee to re-convey the plot to the promoter at 80% of the total price, with the allottee bearing the stamp duty and registration charges for such reconveyance.

3. The relevant clause is reproduced below for reference:

(A) "The Promoter is undertaking development of the Project as per the terms of the Licenses received by it within the purview of the Haryana Development and Regulation of Urban Areas Act, 1975, and the rules thereunder and the policies of the Government of Haryana, as made applicable from time to time. The Allottee agrees to complete the construction of minimum of 25% (twenty five percent) of the permissible FAR of the proposed shop-cum- office unit and installation of other services and its occupation on the Plot for the Purpose, as stated hereinabove, within a period of 4 (four) years from the date of Provisional Allotment Letter dated....."

(A) In the event, the Allottee is of the view that it would not be able to achieve such construction and occupation within the aforementioned time period, it shall promptly



inform the Promoter thereof, and the Promoter and the Allottee shall negotiate in good faith about the possible counter measures to be adopted and in case required, the Promoter, after satisfying itself regarding the bonafides of the Allottee (considering the prevailing circumstances as well as difficulties faced by the Allottee and also actual progress made by the Allottees in this regard), may allow maximum of 2 (two) extensions of 1 (one) year each, which shall be subject to the payment of an extension fee by the Allottee, at the rate of ₹ 750/- (Rupees Seven Hundred and Fifty only) per square meter calculated against the area of the Plot for the first extension of 1 (one) year or part thereof and at the rate of ₹ 1,500/- (Rupees One Thousand and Five Hundred only) per square meter calculated against the area of the Plot for the second extension of 1 (one) year or part thereof.

However, if the Allottee fails to perform its obligations with respect to such counter measures, including minimum construction and occupation of the Plot as mentioned above, within 30 (thirty) days of receipt of notice from the Promoter upon the expiry of the said period, the Allottee shall, upon first demand and at the option of the Promoter, re-convey the Plot to the Promoter, at 80% (eighty per cent) of the Total Price by the Promoter as per this Agreement to the Allottee. The Allottee shall, without any protest, demur or cavil, pay the requisite stamp duty, registration charges and other incidental costs to be incurred on such re-conveyance to the Promoter and shall take all further actions and steps necessary to carry out the re-conveyance of the Plot in favour of Promoter."

4. In this regard, Sh. Chirag Verma respectfully request clarification on the following:-
- Whether such a clause requiring compulsory construction within a specified time is permissible under the Real Estate (Regulation and Development) Act, 2016 and the Haryana RERA Rules.
 - Whether a promoter can require an allottee to re-convey a registered plot back to the promoter at 80% of the total consideration in the event of failure to construct within the stipulated time.
 - Whether such a clause is consistent with the prescribed format of the Builder Buyer Agreement under the Haryana RERA Rules.
5. The Authority after consideration directs Sh. Chirag Verma to file the same before the jurisdiction of complaints Section of the Authority. **Disposed of.**



True copy

Secretary (Acting),
HRERA, Panchkula

A copy of the above is forwarded to Advisor, HRERA Panchkula, for information and taking further action in the matter.

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