



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

33

Day and Date	Tuesday and 22.10.2024
Complaint No.	CR/3950/2021 Case titled as Rekha Yadav and Gajender Singh VS Haamid Real Estates Private Limited
Complainant	Rekha Yadav and Gajender Singh
Represented through	Shri Garv Malhotra Advocate
Respondent	Haamid Real Estates Private Limited
Respondent Represented	Shri Harshit Batra Advocate
Last date of hearing	27.07.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings-cum-order

The present complaint has been received on 08.10.2021 and the reply of the respondent was received on 24.11.2021.

Succinct facts of the case as submitted in the complaint and reply are as under:

S. N.	Particulars	Details
1.	Name of the project	"The Peaceful Homes" Sector 70A, Gurugram, Haryana
2.	Project area	8.38 acres
3.	Nature of the project	Group Housing Colony
4.	DTCP license no. and validity status	16 of 2009 dated 29.05.2009 valid up to 28.08.2024



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		73 of 2013 dated 30.07.2013 valid up to 09.07.2019
5.	Name of licensee	Haamid Real Estates Pvt. Ltd.
6.	RERA Registered/ not registered	63 of 2019 dated 22.10.2019
7.	RERA registration valid up to	31.12.2019
8.	Application dated	05.10.2012 (As per page no. 43 of the reply)
9.	Allotment of unit	07.01.2015 (As per page no. 69 of the reply)
10.	Unit no.	B-173, 17 th floor, Tower- B (As per page no. 78 of the reply)
11.	Revision of the name of the tower B	Tower- Grace (As per letter dated 03.12.2019 at page no. 214 of the reply.)
12.	Super area	2150 sq. ft. (As per page no. 78 of the reply)
13.	Carpet area	1208.87 (As per conveyance deed dated 16.10.2020 on page no. 220 of the reply)
14.	Date of flat buyer's agreement	06.01.2015 (As per page no. 76 of the reply)
15.	Possession Clause	11 (a) Schedule for Possession of the Unit



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		<p>"The company endeavours to handover the possession of the Unit to the Allottee within a period of 36 (Thirty-Six) months from the date of commencement of construction of the Project, which shall mean the date of commencement of the excavation work at the Project land and this date shall be duly communicated to the Allottee ("commitment period"). The Allottee further agrees and understands that the Company shall additionally been titled to a period of 6 (six) months after the expiry of the said commitment period to allow for any contingencies or delays in construction including for obtaining occupation certificate of the Project from the Government Authorities.</p>
16.	Due Date	21.04.2017 (As date of excavation is 21.04.2014)
17.	Total sale consideration	Rs.1,54,73,342/- (As pleaded by the complainants)
18.	Amount paid by the complainant	Rs.1,78,81,720/- (As pleaded by the complainants)
19.	Conveyance deed	16.10.2020 (As per page no. 220 of the reply)
20.	Occupation certificate	29.10.2019 (As per page no. 212 of the reply)

21.	Offer of possession	03.12.2019 (As per page no. 171 of the complaint)
22.	Handing over of the possession	27.07.2020 (As alleged by the respondent vide letter on page no. 219 of the reply)
23.	Indemnity-cum-undertaking	30.06.2020 (As per page no. 216 of reply)

Earlier, the complainants have filed a complaint no. 1021of 2018 and the same was disposed of by the authority on 06.02.2019, with a direction to the respondent to pay delayed possession charges to the complainants from due date of possession till offer of the possession. As alleged by the respondent on page no. 14 of reply to an amount of Rs.5, 65,137/- has been paid by the respondent to the complainants towards DPC.

The present complaint was filed seeking following relief:

- 1. Direct the respondent to charge the cost of flat the carpet area at 1208 square feet which is only 56% of the promised super area. Thus the respondent to charge on carpet area as defined in the conveyance deed and prescribed in the RERA Act and not on the Super Area as described in the BBA/Conveyance Deed as the Super Area promised to be given has actually not been transferred and includes areas much above and Beyond the scope of Super Area. Any excess amount deposited by Complainant be reimbursed with interest.*
- 2. Direct the respondents to provide a detailed break-up of Super Area and common area applicable and allotted to the Complainants and whether it includes the area designated under two paid car parking or not.*
- 3. The standard of tiles promised, and the tiles delivered actually is of low quality and thus need to be replaced and damages for the same be given to the Complainants.*



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4. *To direct the respondents to make good the direct and continuous losses and damages due to cracks being developed on the walls due to poor quality of construction and inadequate cementing between the Big blocks of Bricks.*
5. *To order the respondents to waive off the arbitrarily and illegally levied interest free maintenance charges, club membership, other charges on various facilities and amenities as mentioned in the table of Complaint and provide delay interest on the same as per RERA Guidelines from date of Payment till date of actual availability of services/ Facilities.*
6. *That the Respondent Builder has Illegally and Arbitrarily charged more External Development Charges/Internal Development Charges (EDC/IDC) than what is sanctioned as per the prevailing norms and rules of the government and the extra amount be directed to be deposited back to the Complainants.*
7. *That the respondent Builder be directed to disclose all documents regarding available water and electricity infrastructure and units as well as the expenditure on the same, failing which an audit be done by an independent authority.*
8. *To direct the respondent to operate and start a direct water connection at once.*
9. *To direct the respondent to charge on actuals as per the units consumed for electricity.*
10. *To direct the respondent to hand over all the maintenance, management and control to the association of Allottees at once and constitute a RWA.*

The respondent has taken a plea that the present complaint is barred under Order II Rule 2 of the Code of Civil Procedure, 1908. The respondent further stated that the alleged claims in the present complaint, if arose, then the cause of action of the same had arisen before the filing of the first complaint and the complainants were aware of the existence of the same; and therefore, the complainants should have rightly brought the same to the knowledge of the authority at that point of time. The complainants could have rightly sought leave of the authority to claim relief against the alleged



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issues (existent at the time of institution of complaint no. 1021 of 2018) at a later point of time, however, the complainants had miserably failed to do so and hence, no relief against the same can be claimed through the present complaint.

Finding:

It is observed by the Authority that the conveyance deed was executed between the parties on 16.10.2020. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes, registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly discharged except the facts recorded in the conveyance deed. The said clause reproduced below as:

O. The Vendee(s) further confirms that after the execution of the Conveyance Deed, the Vendee(s) shall not raise any issue/dispute/claim with respect to any aspect of the said Apartment, said Building, said Complex, Land Parcel 1, Land Parcel 2, Land Parcel 3 and Total Land, including but not limited to the location, Super Area, quality of construction, specifications and sale consideration, against the Vendor at any time in future. The Vendee(s) further confirms that execution of this Conveyance Deed will discharge the Vendor from all its obligations towards the Vender(s)..

It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any other charges. Also it is a matter of



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record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.

The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.

Matter stands disposed off. File be consigned to the registry.

Ashok Sangwan
Member

Arun Kumar
Chairman
22.10.2024

V.1
Vijay Kumar Goyal
Member