

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM****Date of Order: 23.07.2025**

Name of the Promoter		Martial Buildcon Pvt.Ltd. & M3M India Pvt Ltd.	
Project Name		M3M Urbana Premium	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4315/2024	Kavita Singh V/s Martial Buildcon Pvt. Ltd. & M3M India Pvt. Ltd.	Harshit Batra (Complainant) Shriya Takkar (Respondent)
2.	CR/4316/2024	Kavita Singh V/s Martial Buildcon Pvt. Ltd. & M3M India Pvt. Ltd.	Harshit Batra (Complainant) Shriya Takkar (Respondent)

**CORAM:**

Shri Ashok Sangwan

Member

**ORDER**

1. This order shall dispose of 2 complaints titled as above filed before this Authority in form CRA under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "M3M Urbana Premium" at Sector 67, Gurugram being developed by the respondent/promoter i.e., Martial Buildcon Pvt. Ltd. & M3M India Pvt. Ltd. The terms and conditions of the builder buyer's agreements fulcrum of

the issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of possession, assured return and delayed possession charges etc.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "M3M Urbana Premium" at Sector 67, Gurugram						
Possession clause in Builder Buyer Agreement- Definition clause (m)						
<i>"Commitment Period" shall mean 28.02.2024 as notified by the promoter to the Authority, at the time of registration of the Project under the Act., for completion of the Project or as may be further revised/approved by the authorities.</i>						
<ol style="list-style-type: none"> <li>1. Due date of handing over of possession-28.02.2024</li> <li>2. Occupation certificate-24.02.2021</li> <li>3. DTCP License no. 89 of 2010 dated 28.10.2010 valid upto 27.10.2022</li> <li>4. RERA registration – 348 of 2017 dated 09.11.2017 valid upto 28.08.2024.</li> </ol>						
S N	Complaint no./title/ date of filing complaint	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement	Notice of Offer of possession	Total sale Consideration And amount paid by the Complainant (s)	Relief Sought
1	CR/4315/2024  Kavita Singh V/s Martial Buildcon Pvt. Ltd. & M3M India Pvt. Ltd.  DOF-30.08.2024	MUP/R/1L/AR/ 11	26.11.2018	25.02.2021	TSC: Rs.33,96,815 /- (As per SOA on 178 of reply)  AP: Rs.38,05,763 /- (As per SOA on 178 of reply)	1. Possession 2. CD, 3. Assured return and lease return

2	CR/4316/2 024  Kavita Singh V/s Martial Buildcon Pvt. Ltd. & M3M India Pvt. Ltd.  DOF- 30.08.2024	MUP/R/1L/ AR/ 15	26.11.2018	25.02.2021	TSC: Rs.33,96,806. 60/- (As per SOA on 175 of reply)  AP: Rs.38,05,903 /- (As per SOA on 175 of reply)	1. Possession 2. CD, 3. Assured return and lease rental
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4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the agreement executed between the parties *inter se* in respect of said unit for seeking award of possession and delayed possession charges etc.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4315/2024 titled as Kavita Singh V/s Martial Buildcon Pvt.Ltd. & M3M India Pvt Ltd** being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.
  - A. **Project and unit related details**
7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

**CR/4315/2024 titled as Kavita Singh V/s Martial Buildcon Pvt.Ltd. & M3M India Pvt Ltd**

Sr. No.	Particulars	Details
1.	Name of the project	M3M Urbana Premium, Sector-67
2.	Project area	11.13 acres
3.	DTCP license no. and validity status	89 of 2010 dated 28.10.2010 Valid upto 27.10.2022
4.	RERA Registered/ not registered	348 of 2017 dated 09.11.2017 valid upto 28.08.2024
5.	Allotment letter	10.09.2018 [Page 26 of complaint]
6.	Unit no.	MUP/R/1L/AR/ 11 [Page 26 of complaint]
7.	Unit area	370.48 sq. ft. - super area 184.33 sq. ft. - Carpet Area [Page 26 of complaint]
8.	Date of builder buyer agreement	26.11.2018 [Page 29 of complaint]
9.	Possession clause	<b>Definition clause (m)</b> <i>"Commitment Period" shall mean 28.02.2024 as notified by the promoter to the Authority, at the time of registration of the Project under the Act., for completion of the Project or as may be further revised/approved by the authorities.</i> [Page 44 of complaint]
10.	Due date of possession	28.02.2024
11.	Clause of pre-handover amount as per Allotment letter	<b>Clause 4</b> <i>You, the Allottee have been well informed and apprised by the Company and you acknowledge that the Project is currently in its development stage. In terms of the Payment Plan the Company has received an amount of 30,67,219/- (Rupees Thirty Lakhs Sixty-Seven Thousand Two Hundred Nineteen Only) including applicable taxes, ("Contribution") till date of execution of this Letter, applicable to the Unit towards the part consideration for the Unit. In order to ensure you,</i>

		<p><i>the Allottee of the timely delivery of possession of the Unit and to provide you with comfort of our commitment, the Company shall pay to you the Allottee a monthly amount which shall be based on the calculation set out in Schedule 1 ("Pre-Handover Amount-I"). You, the Allottee, hereby understands, agrees, and acknowledges that the <b>Company shall pay such Pre-Handover Amount with effect from 15-09-2018 till date of Notice of Offer of Possession. ("Commitment Period I").</b> The Pre-Handover Amount will be paid by way of Post-Dated Cheques (PDCs) drawn in the name of the Allottee, subject to deduction of applicable taxes. Once the Commitment Period I drawn in the name of Allottee, subject to deduction of applicable taxes. Once the Commitment Period I has expired, no further payments towards the Pre-Handover Amount shall be made by the Company to you, the Allottee. The Allottee un-conditionally agrees that to avail this Amount-I the Allottee shall honour all his payment obligations as per the agreed Payment Plan.</i></p> <p>[Page 26 of complaint]</p> <p><b>As per Schedule 1-</b></p> <p>a. The Company shall pay the Pre Handover Amount to the Allottee @ ₹ 134.47/- per sq. ft. per month till the notice of possession.</p> <p>[Page 31 of complaint]</p> <p><b>Note:</b> The respondent has paid an amount of Rs.12,01,848/- (after deducting taxes) to the complainant as pre-handover amount w.e.f. 10.10.2018 till 25.02.2021.</p> <p>[Page 4 of reply]</p>
12.	Clause of post-handover amount as per Allotment letter	<p><b>Clause 5</b>  <i>You, the Allottee further agree that subject to compliance of all terms of the Buyer's Agreement including timely payment of all dues till Notices of Offer of Possession, as also terms and conditions as mentioned in this Letter regarding the Unit, the Company shall as a further commitment, pay to you the Allottee an agreed monthly amount</i></p>



		<p>calculated in terms of Schedule 1 ("Post-Handover Amount") subject to deduction of applicable taxes which shall be payable <u>from the date of Notice of Offer of Possession till the date of execution/signing of first lease/license agreement or completion of three (3) years from the date of the Notice of Offer of Possession, whichever is earlier</u> ("Commitment Period II"). Further, in the event any PDC's are issued by the Company towards Pre-Handover Amount that are related to any period post Commitment Period I and/or any PDCs are issued towards Post-Handover Amount that are related to any period post the Commitment Period II, as the case may be; you the Allottee undertakes not to bank/present such PDC's for encashment and that the same shall be returned to the Company, immediately without any demur and protest. The Allottee un-conditionally agrees that to avail this Post handover the Allottee shall honour all his payment obligations as per the agreed Payment Plan.</p> <p><b>As per Schedule 1-</b></p> <p><b>b.</b> The Company shall pay Lease Guarantee of @ ₹ 75/- per sq. ft. per month after completion of payment due on "Within 30 Days of notice of possession"</p> <p>[Page 27 of complaint]</p>
13.	Total sale consideration	Rs.33,96,815/- [As per SOA dated on page 178 of reply]
14.	Amount paid by the complainant	Rs. 38,05,763/- [As per SOA dated on page 178 of reply]
15.	Occupation certificate	24.02.2021 [Page 157 of the reply]
16.	Notice of offer of possession	25.02.2021 [Page 81 of complaint]
17.	Lease deed	07.02.2022
18.	Addendum to lease deed	08.02.2022 [page187 of complaint]

**B. Facts of the complaint**

8. The complainant has made the following submissions: -

- I. That the complainant, Kavita Singh, is a peace loving and law-abiding citizen of India and presently residing at flat no. 0012, The Palms Apartments, South City-1, Gurugram, Haryana-122001 and squarely fall under the definition of "allottee" under section 2(d) of the Real Estate (Regulation and Development) Act, 2016
- II. That the respondents are the companies, working in the field of construction and development of residential as well as commercial projects across the country. The respondent is responsible for the construction and development of a commercial space/ shops named as "M3M Urbana Premium" situated at Sector 67, Tehsil & District- Gurgaon and is a promoter within the meaning of section 2(k) of the Act, 2016 Act and hence is liable for all the acts mentioned in the succeeding paragraphs.
- III. The respondent's representatives in the beginning of 2016 approached the complainant and told him that the respondent is coming up with a commercial venture in the name of "M3M Urbana Premium" at Sector 67, Tehsil & District Gurugram wherein commercial units are being constructed. They represented that respondent have all approvals, licenses and permissions in place for the same and that the construction of the said project shall be completed prior to the expiry of commitment period i.e., before 28.02.2024. That believing the assurances of the respondent, the complainant invested her hard-earned money. That the respondent also assured payment of pre-handover amount to the complainant till the offer of possession.
- IV. That relying on the representatives of the respondent, the

complainant, agreed to purchase a unit in the said project of the respondent. That the overall conduct of the Respondent has been *malafide*, since the very beginning. That the complainant was allotted unit No. MUP/R/1L/AR 11, admeasuring 370.48 sq. ft. super area on 15.09.2018 for a total sale consideration of INR 37,43,978.95/-

- V. That as per clause 4 and 5 the allotment letter the respondent had the obligation to pay to the complainant, the pre-handover amount from the allotment till the offer of possession and post hand-over amount from offer of possession till execution of 1<sup>st</sup> lease or 3 years, whichever is earlier.
- VI. That the complainant in her readiness to own and possess the said unit paid the entire consideration in lump sum at the very beginning. The total sale consideration of the unit is Rs. 37,43,978.87/-. It was only after having received an amount of Rs. 30,67,068/- the respondent initiated the process of execution of agreement to sell as noted in clause 1.2 of the agreement to sell. That the respondent gave a pre-printed agreement to sell having various arbitrary terms and conditions and against the consumer benefit at large in general. That the complainant objected to such unfair and unilateral terms and requested the respondent to amend & change the terms to make them mutually beneficial. However, the respondent flatly refused to make any changes and threatened complainant to forfeit the entire sale consideration paid by complainant towards the said unit in case complainant refuses to sign the unilateral and one-sided agreement already printed by respondent. That the complainant having already paid huge

- sum of money had no choice and under duress executed the agreement to sell on 26.11.2018. Thereafter, the respondent offered possession the possession of the unit on 25.02.2021.
- VII. That before the offer of possession the complainant had paid the entire amount to the respondent including GST as per the handwritten note. However, it was only at the stage of the offer of possession the complainant became aware the sum of Rs. 8,67,946/- is pending against the unit. That the complainant was approached by dealer namely, Mr. Vijay Jha who was associated with the M3M. That Mr. Vijay and Mr. Yashwardhan, sales head at M3M connivingly convinced the complainant to make some of the payments in cash which would be sent to M3M finance center only by the dealer as per their company procedure. After making the required payments in front of Mr Yashwardhan ,Mr Sudeep Bhattacharya and Mr. Prince Dogra, the complainant did not receive any agreements from the M3M for almost a month. The complainant wrote an e-mail dated 05.09.2018 asking for updates but no response was received. That the marketing executive of M3M, Prince Dogra, had confirmed that all her payments are done and the complainant has it on record as it can be produced if required. Thereafter, to the utter shock of the Complainant, she was informed by Mr. Yashwardhan that they have not received her payments. The complainant was in shock and continued to contact the people at M3M and Mr. Vijay. Few days later she was informed that the payments have been received by them. Further the complainant was time and again assured that her payments and investments are clear and that is why she started receiving the pre-handover

amount of approx. Rs. 44,000/- noting the fact that complete payment was already made. The Complainant aggrieved by the cheating and fraud committed upon her by the respondent and their representatives repeatedly wrote to the respondent requesting them to verify their records and acknowledge complete payment.

- VIII. That during the dispute regarding the amount of payment made the respondent arbitrarily cancelled the unit of the complainant on 17.09.2021. The complainant was shocked and devastated on the knowledge that despite paying the entire amount she was being harassed by the respondent for more money. But having no other choice the complainant with the sole purpose to save her allotment, again made the payment vide cheques dated 26.11.2021 as demanded by the respondent and the unit was reinstated.
- IX. That to the utmost shock of the complainant, it was only during the reply filed during the previous proceedings that the respondent has maliciously and in bad faith has shown amount of delayed interest of Rs. 44,432/- outstanding. It is pertinent to note that when the complainant made the payment of lakhs of rupees at the offer of possession, she would have also made the payment of minimal amount of Rs. 44,432/-.
- X. That it is pertinent to note that at the time of making the payments, the complainant was assured by the respondent that keeping in mind the previous disputes, they are waiving off her interest for delayed payments and she need not make any payment on that account.
- XI. There is no reason for the complainant to hamper her allotment

- for a small amount. It is submitted that the pending amount stated by respondent is false and is only for the purpose of evading their obligation to make the payment of post-handover amount. That the respondent is misleading the court and all dues have already been cleared by the complainant.
- XII. It is further submitted that the clauses of agreement clearly state that the complainant is entitled to the physical possession of the property. That *clause 1.8* of the agreement state that the complainant will have exclusive ownership of the unit. That *clause 1.13* state that the promoter agrees that physical possession of the unit will be transferred to the Allottee. Again, *clause 5* of the agreement mentions that the unit shall be handed over to the complainant in a timely manner. That all the clauses of agreement substantiates that the complainant is entitled to the physical possession of the unit and the respondent have without proper authorization have leased out the complainant's unit and have further failed to pay post-handover amount along over the lease rentals.
- XIII. That the respondent has illegally demanded labour cess and reimbursement of FTTH security deposit. The respondent herein has charged labour cess of Rs. 15,297/- on the unit which is reflected in statement of accounts annexed with the offer of possession and is against the law. It is also to be noted that there is no mention of labour cess in the agreement. The builder cannot charge anything which is not a part of agreement.
- XIV. That the Respondent along with the offer of possession also sent documents containing extremely arbitrary, illegal and one-sided and mandated the complainant to sign them to take the

possession of the unit. The respondent sent indemnity-cum undertaking letter relieving them of all the claims and responsibilities, a no-objection letter stating that the complainant shall not raise any objection regarding the floor area ration and respondent having absolute right to revise the layout plan. That further the respondent demanded the complainant to sign authorisation letter appointing them as lease management entity, facilitation agreement and full and final settlement whereby the complainant is made to *unconditionally acknowledge* that all amounts are paid/adjusted and nothing is payable/due.

- XV. That no inspection was offered to be conducted by the complainant to check the facilities and other services before taking such an undertaking. Also, an *unconditional undertaking* is of such kind is not allowed and against the law
- XVI. That after receiving them the complainant refused to sign such arbitrary and illegal documents. That the respondent in order to get back at the complainant has till date not given the possession of the unit to the complainant.
- XVII. That the Respondent is under the obligation as per *Clause 4 and Clause 5* of the Allotment letter dated 15.09.2018 for the payment of pre handover amount for commitment period I and post-handover amount for commitment period II.
- XVIII. That during the commitment period I, the payment of pre-handover amount was stopped by the respondent for the month of April 2020 to June 2020. Thereafter, the respondent made the complainant to sign an unconditional irrevocable waiver to not claim any amounts for that period and only thereafter the

respondent will resume monthly payments of pre-handover amount. That it is pertinent to note that the complainant wrote to the respondent regarding these payments inquiring the reason behind not making the payments.

- XIX. That as per clause 5 of the allotment letter, the respondent had the obligation to pay the "post-handover amount" from the date of notice of offer of possession till the execution of lease. That the respondent has defaulted in payment of post-handover amount as well as lease rental which the complainant was rightly entitled to. That the respondent offered possession on 25.02.2021, thus, the complainant is entitled to the payment of post-handover amount from 25.02.2021 till the date of execution of lease.
- XX. It is pertinent to note that despite multiple requests by the complainant the respondent illegally withheld the information regarding the lease deed executed on the unit of the complainant. It was only during the previous case, that at the directions of the Authority the respondent brought on record the lease deed executed on the unit of the complainant.
- XXI. Thus, the Complainant is entitled to the payment of pre-handover amount for the months of April 2020 to June 2020 and post-handover amount for the period 25.02.2021 to 07.02.2022.
- XXII. That the complainant had the right to have complete knowledge regarding any lease, lessee and the rentals that have been decided by the respondent on her behalf. That till date the complainant has not executed the permission letter in favour of the respondent to undertake the lease management of her unit.

The respondent has illegally without due permission, entered into long term lease agreement of the complainant's unit and did not even provide the information of the lease. That the complainant made repeated requests to respondent to give her the lease details. That the respondent had failed to inform the details on the lease that is in place and the same was unjustified. The same obligation is also conferred under section 19 of the Act.

- XXIII. That it was only after the directions by the Authority on 26.07.2023 that the respondent provided the details regarding the lease of the units. It must be noted that the lease deed executed on 07.02.2022 for the period of 12 years in favour of Reliance Projects & Property Management Services Ltd. is placed on record is for the portion having 7611.33 sq. ft. carpet area and 10338 sq. ft. super area having monthly rental of Rs.5,80,570/- for the multiple units leased out together.
- XXIV. That the respondent has failed to pay the lease rental of the complainant's unit from 07.02.2022 till present day. It is also submitted that the respondent is offering a minimal amount of monthly rental for the said shops to the complainant in comparison of the monthly handover amount. Thus, as per the lease deed the monthly rental for one unit of the complainant is 370.48 sq. ft. @ Rs.75 per sq. ft. is mere amount of Rs.27,786 a month. That the rental rate offered by the respondent is extremely less in comparison to prevailing market rate. That the current market rental rate for the same area is Rs. 203 per sq. ft. Also, now that the market is recovered from covid times, a much higher rate is prevailing in the market and the units of the

- complainant shall also be leased at the revised current rate.
- XXV. That the complainant raised here grievance regarding such low rates of the lease, however, the respondent failed to take her concerns into consideration and went ahead to execute the lease deed without proper permission in a frivolous manner.
- XXVI. That the respondent assured the complainant that she will receive a good rental form the lease of the unit and made fancy claims that there project was one of a kind. That the complainant received pre-handover amount at the rate of 134.47 per sq. ft. and the present lease agreement is executed @ Rs.75 per sq. ft. which is half of what the complainant was receiving before. That the respondent has maliciously and to the extreme loss to the complainant, has substantially reduced the return form the unit. That the respondent has without proper authorization leased out the unit and has failed to pay the lease rental to the complainant.
- XXVII. It is submitted that the respondent is misusing its dominant position to the detriment of the complainant and is trying illegally force the complainant to agree on the unrealistic and meager amount of monthly rental without having any choice or say in decision making about the tenant and monthly rental.
- XXVIII. That the respondent is guilty of deficiency in service within the purview of provisions of the RERA Act. The complainants have suffered on account of deficiency in service by the respondents and as such the respondent is fully liable to cure the deficiency.
- XXIX. The complainant strongly opines that the method chosen by the respondent in duping the complainant amounts to unfair trade practices for which the respondent is liable to be punished in

accordance with the law.

**C. Relief sought by the complainant:**

9. The complainant has sought following relief(s):
  - i. Direct the respondent to pay the pending pre-handover amount from April 2020 to June 2020.
  - ii. Direct the respondent to pay post-handover amount from 25.02.2021 till the date of execution of lease deed i.e., 07.02.2022 of the unit along with interest till the realisation of the amount.
  - iii. Direct the respondent to pay the arrears of lease rental of the unit from the date of execution of lease deed i.e., 07.02.2022 along with interest till the realisation of the amount.
  - iv. Direct the respondent to handover the physical possession of the units.
  - v. Direct the respondent to execute the conveyance deed.
  - vi. Direct the respondent to waive off the delayed payment interest as promised.
  - vii. Direct the respondent to pay lease rental on "the prevailing market rates" which were mentioned in the allotment letter as the present rental rate of the lease executed is very less in comparison to present market rate.
10. 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:**

11. The respondent vide its reply dated 16.05.2025 has contested the complaint on the following grounds:
  - a. That after making independent enquiries and only after being fully satisfied qua the quality of the project the complainant

approached the Respondents and requested for booking of an anchor store Unit in 'M3M Urbana Premium' being part of M3M Urbana, containing commercial units for retail, office use and service apartments with suitable infrastructure facilities being developed in a planned and phased manner over a period of time in Sector 67, Gurugram and submitted an application form dated 31.07.2018 and paid an amount of Rs. 10,00,000/-. The complainant had also duly signed and understood the indicative terms and conditions as stated in the application form.

- b. In view of the commitment made by the complainant to comply with the terms of booking/allotment and make timely payment of demands the Respondents allotted Anchor Store Unit bearing No. MUP/R/1L/AR 11 on First Floor in Retail Tower vide Allotment letter dated 10.09.2018. The cost of unit for carpet area admeasuring 184.33 sq. ft. was Rs. 37,43,978.95/- plus other charges. That the complainant as per her own free will and after fully understanding her obligations had opted for possession linked payment plan.
- c. It is submitted that in furtherance of allotment letter, the respondent no.2 herein dispatched copies of buyers agreement to the complainant vide covering letter dated 20.09.2018 for due execution at her end.
- d. In view of the booking and commitment to make timely payments, the respondent no.2 company vide acknowledgment letter offered the complainant monthly pre-handover amount and post-handover amount to the complainant subject to the terms and conditions stated therein under. It was stated in the letter that the project was currently in its development stage and

as per the payment plan opted by the complainant, she was eligible for a monthly pre-handover amount with effect from 10.09.2018 till date of notice of possession. The respondent no.2 as agreed in compliance to the acknowledgment letter offered the complainant with the monthly pre-handover amount for the year 2018, 2019 and 2020 for the unit in question through cheques and RTGS to provide the complainant the comfort of the respondent's commitment to deliver the unit on time. It is submitted that an amount of Rs. 12,01,848/- after deduction of applicable taxes has been paid to the complainant as pre-handover amount from 10.10.2018 till 25.02.2021. The complainant had accepted the pre-handover amount and never raised any objection against the terms set out in the acknowledgement letter, thus, from the conduct of the complainant it is absolutely clear that the terms of the acknowledgment letter were accepted by her.

- e. That after constant follow ups with the complainant, the buyers agreement for the unit in question was executed between the parties on 26.11.2018. The buyers agreement duly covers all the rights and liabilities for both the parties. The said buyers agreement was duly registered vide vasika no. 10061 before the sub-registrar of assurances, gurugram on 26.11.2018 and the complainant was informed about the same vide letter dated 22.04.2019.
- f. That the respondents as agreed completed the construction and development of the retail component of the complex well within time and applied to the competent authority for the grant of



- occupation certificate on 03.11.2020 after complying with all the requisite formalities
- g. The occupation certificate was granted by the competent authorities after due verification and inspection on 24.02.2021. Thus, the respondents fulfilled their promise and had constructed the said anchor store unit of the complainant way before the agreed the timeline i.e. 28.02.2024 by investing its own funds.
- h. Thereafter the respondent no.2 vide letter dated 25.02.2021 offered the complainant possession vide notice for offer of possession. That vide the said letter the complainant was asked to clear the balance outstanding dues amount of rs. 8,67,946/- on or before 26.03.2021. It is submitted that as per the opted payment plan the complainant was under an obligation to pay the balance amount at the time of notice of possession. The complainant was also requested by the maintenance agency to pay the IFMS charges.
- i. That the respondent no.2 raised demands vide the aforesaid offer of possession as per the terms of the agreed payment plan. However, the complainant failed to make the timely payment of the said demands despite the complainant's commitment to strictly adhere to the payment plan. It is submitted that the complainant failed to fulfil the contractual obligation of clearing balance dues for the unit which were due to be paid on or before 26.03.2021. Since the complainant failed to make payments within the time prescribed the respondent no.2, the respondent no.2 sent a reminder letter dated 30.03.2021 requesting the complainant to clear outstanding dues amounting to Rs.

13,04,682/- along with stamp duty charges within a period of 15 days from the date of the reminder letter.

- j. That despite the issuance of the aforesaid reminder letter, the complainant failed to come forward to clear her outstanding dues and take possession of the unit. As a result of which respondent no.2 issued a pre-cancellation notice dated 26.04.2021, requesting the complainant to remit the overdue payments along with interest within a period of 15 days from the date of the issuance of the letter, failing which the respondent no.2 will be constrained to cancel the booking/allotment of the unit. the respondent no.2 again issued a pre-cancellation notice dated 28.04.2021, requesting the complainant to remit the overdue payments.
- k. That on account of wilful breach of the terms of buyers agreement by failing to clear outstanding dues despite repeated requests, the respondent no.2 was constrained to terminate the allotment of the unit vide cancellation notice dated 17.09.2021. That the default of the complainant in making timely payments and complying with other obligations is duly covered under the terms of buyers agreement, and the cancellation and forfeiture of the earnest money along with refundable amounts has been in accordance with clause 9.3 of buyers agreement. It is submitted that the respondent no.2 was constrained to cancel the allotment of anchor store unit bearing no. MUP/R/1L/AR 11 on account of non-payment of demands as raised by the Respondents.
- l. That thereafter the complainant approached the respondent no.2 company and requested for restoration of the allotment of the unit. the respondent no.2 being a customer-oriented

company acceded to the request of the complainant and cancellation notice was withdrawn by the respondent no.2 herein subject to the condition that the complainant would make the payment of the remaining dues. In lieu of the same, the complainant made part payment of dues towards the unit in question.

- m. Thereafter the respondent no.2 company vide email dated 06.01.2022 sent the possession kit to the complainant for due execution at her end for the unit in question. The respondent no.2 vide emails dated 06.01.2022, 07.01.2022, 07.01.2022 and 08.01.2022 requested the complainant to come forward and take the possession of the unit as per agreed terms. It is submitted that the complainant is still liable to pay an amount of Rs.44,432/- till date towards delayed interest as per the terms of the buyer's agreement.
- n. It is submitted that the unit in question is an anchor unit and the same was to be leased out to the anchor tenant. The complainant as per clause 8 of the acknowledgment letter had given her explicit, unconditional and irrevocable consent to the company to find a suitable tenant/ lessee/licensee for Unit. Further, the complainant had also authorized the company for negotiating and finalizing the terms and conditions of such lease, license etc. including but not limited to the lease term/rentals/ license fee thereof.
- o. It is pertinent to mention here that the complainant was well aware that the unit in question was to be leased out in accordance with the terms of the buyer's agreement and acknowledgment letter and accordingly vide email dated

07.01.2022 enquired about the status of the leasing. The said fact is evident from a bare perusal of email dated 07.01.2022, thus, from the above email, it can be inferred that the unit of the complainant was to be leased out and she was well aware of the said fact. It is submitted that the present unit is anchor unit and the complainant was very well aware that the same would be leased out to an anchor tenant. That as per the terms of the buyer's agreement and acknowledgment letter, the respondent no.2 company and its leasing team negotiated the terms of the lease and lease rentals with the prospective brand on behalf of all the allottees and got all the allottees the best possible deal in the market. The agreement to lease was executed into between the respondents and M/s. Reliance Projects & Property Management Services Limited on 07.02.2022 for leasing out the unit to conduct its operations and the said Brand is operational since the past 2.5 years. The addendum to the said lease was executed between the parties on 08.02.2022.

- p. Thereafter the respondent no.2 company vide email dated 11.03.2022 again requested the complainant to come forward and make the payment of the balance pending dues and complete the documentation to proceed with the possession kit, but to no avail. In furtherance of the same, the respondent no.2 company vide email dated 17.03.2022 again requested the complainant to come forward for completion of the possession related formalities and confirmed that leasing has been finalised. It is submitted that the allottees of commercial spaces in the said project had requested the respondent company to find a big, reputed company for leasing out their units so that their long

term lease and rentals are assured as they were of the view that individual renting out to small ticket individual lessee most of the time doesn't work out as issues are created as rent is not received regularly and on time apart from disputes arising regarding getting the premises vacated as well for non-payment of rent etc. These problems are not faced when a big chain takes such premises together on long term lease. That on behalf of the allottees and as per their request, the respondent company and its leasing team negotiated the terms of the lease, with the prospective tenants and got them the best possible deal in the market.

- q. Despite repeated requests the complainant did not come forward to clear her pending dues of rs.12,29,800.3/- plus GST. It is submitted that the conveyance deed as per the agreed terms of the buyer's agreement can only be executed once all outstanding dues are cleared by the complainant and the said fact is evident from a bare perusal of clause 10.1 of the buyer's agreement. After the conveyance deed is registered, the lease rentals would be disbursed to the complainant. That the respondent company has fulfilled its contractual obligations under the buyer's agreement and acknowledgment letter. The complainant is in default of her contractual obligations and is raising these frivolous issues in order to escape the liability cast upon her by the virtue of the terms of the buyer's agreement. It is submitted that qua lease the respondent no.2 company has acting in accordance with the terms of the buyers agreement and the acknowledgement letter. That it is absolutely clear that the unit allotted to the complainant

was not a standalone unit but the same was a part of larger floor plate to be leased out to an anchor tenant.

- r. It is submitted that as per clause 8 of the acknowledgment letter the complainant herein had given explicit, unconditional and irrevocable consent to the company to find a suitable tenant/ lessee/licensee for unit. Further, the complainant had also authorized the company for negotiating and finalizing the terms and conditions of such lease, license etc. including but not limited to the lease term/rentals/ license fee thereof. The complainant is a defaulter who failed to clear her statutory dues and take possession of the unit. It is submitted that the respondent no.2 has acted in accordance with the terms of the acknowledgement letter. In the present case, the complainant despite repeated reminders has not come forward to clear her dues and get the conveyance deed. As a consequence of which the monthly rental cannot be passed on the complainant as she is not the owner of the anchor unit in question. It is submitted that the complainant was very well aware of these clauses and accepted the said terms without any protest or demur. It is relevant to mention here that in compliance of the acknowledgment letters an amount of Rs. Rs. 12,01,848/- after deduction of applicable taxes has been paid to the complainant as pre-handover amount from 10.10.2018 till 25.02.2021. The complainant had accepted the pre-handover amount and never raised any objection against the terms set out in the acknowledgement letter, thus, from the conduct of the complainant it is absolutely clear that the terms of the acknowledgment letter were accepted by her. Thus,

the complainant is estopped from raising any issues qua the same at this belated stage.

- s. It is manifestly clear from the terms of the buyers agreement and acknowledgment letter that the complainant had agreed to lease out the unit in question and along with other allottees. It is submitted that the present unit is an anchor unit and the complainant was very well aware that the same would be leased out to an anchor tenant. It is submitted that the complainant was very well aware from the beginning that the unit in question is an anchor unit and is for leasing purpose to an anchor tenant. Reliance in this regard is placed on clause (c), 1.8 and 7.2 of the buyer's agreement. from a bare perusal of the aforesaid clauses of the buyer's agreement, it is absolutely clear that the unit allotted to the complainant was not standalone unit but the same was a part of larger floor plate to be leased out to an anchor tenant. It is submitted that the terms of the contract have be read as whole and cannot be read as piece meal. That it is further submitted as per clause 8 of the acknowledgment letter the complainant herein had given explicit, unconditional and irrevocable consent to the company to find a suitable tenant/lessee/licensee for the unit. Further, the complainant had also authorized the company for negotiating and finalizing the terms and conditions of such lease, license etc. including but not limited to the lease term/rentals/license fee thereof. It is submitted that the complainant is only entitled to symbolic/constructive possession of the anchor unit. The acknowledgment letter records the commercial understanding between the parties herein.

- t. It is pertinent to mention here that the complainant was well aware that the unit in question was to be leased out in accordance with the terms of the buyer's agreement and acknowledgment letter and accordingly vide email dated 07.01.2022 enquired about the status of the leasing. The complainant is only entitled to symbolic possession of the anchor unit. thus, the complainant is estopped from raising any issue qua leasing. Reliance is placed on Para 19 of the judgment passed by the Hon'ble Supreme Court in *Bhagwati Prasad Pawan Kumar v. Union of India, (2006) 5 SCC 311: 2006 SCC OnLine SC 630*.
- u. The complainant is seeking contradictory reliefs, which raises serious concerns about the consistency of her claims. On the one hand, she is requesting the payment of the post-handover amount from the notice for offer of possession until the fit-out or lease period. on the other hand, she is simultaneously demanding the physical possession of the unit, which are inconsistent. These two reliefs cannot logically coexist, as possession of the unit would typically negate the need for post-handover payments. By requesting both post-handover payment and physical possession, the complainant is effectively pursuing contradictory reliefs, undermining the legal principles of clarity and consistency in claims. It is submitted that this approach of the complainant suggests a lack of bona fide intent and may be construed as an abuse of the legal process. The complainant herein is trying to blow hot and cold in the same breath and hence is not entitled to any relief whatsoever. The complainant has filed the present complaint is nothing but an afterthought of the complainant and an attempt to cause reputational damage to

- the respondents herein. That the due date of possession as per the terms of the buyer's agreement was 28.02.2024 or as may be further revised/approved by the authorities.
- v. It is submitted that the respondents despite adverse circumstances like ngt orders, covid 19 pandemic completed the construction of the project and applied for the grant of occupation certificate on 03.11.2020. The occupation certificate was granted by the competent authorities on 24.02.2021 after due verification and inspection. The respondents offered possession to the complainant for the unit vide letter for offer of possession dated 25.02.2021 and requested the complainant to take possession of the unit which is ready and complete. It is submitted that the possession of the anchor unit was offered to the complainant much before 28.02.2024. Thus, there was no delay in offering possession of the unit to the complainant and no case under Section 18 of RERA Act,2016 is made out.
- w. That the terms of buyer's agreement were entered into between the parties and, as such, the parties are bound by the terms and conditions mentioned in the said agreement. The said agreement was duly acknowledged by the complainant after properly understanding each and every clause contained in the agreement. The complainant was neither forced nor influenced by the respondent to sign the said agreement. It was the complainant who after understanding the clauses signed the said buyer's agreement in complete senses.
- x. That as per clause 5 of the agreement entered into between the parties, time was the essence of the agreement and the allottee was bound to make timely payments of the instalments due as

per the payment plan opted by the complainant. The complainant herein had accepted the terms of the acknowledgment letter and had received an amount of rs. rs. 12,01,848/- after deduction of applicable taxes towards pre-handover amount from 10.10.2018 till 25.02.2021. Thus, the complainant is estopped from raising any issues qua the terms of the acknowledgment letter.

- y. That it is trite law that the terms of the agreement are binding between the parties. The Hon'ble Supreme Court in the case of "Bharti Knitting Co. vs. DHL Worldwide Courier (1996) 4 SCC 704" observed that a person who signs a document containing contractual terms is normally bound by them even though he has not read them, and even though he is ignorant of their precise legal effect. It is seen that when a person signs a document which contains certain contractual terms, then normally parties are bound by such contract; it is for the party to establish exception in a suit. When a party to the contract disputes the binding nature of the signed document, it is for him or her to prove the terms in the contract or circumstances in which he or she came to sign the documents.
- z. It is submitted that the conveyance deed as per the agreed terms of the buyer's agreement can only be executed once all outstanding dues are cleared by the complainant and the said fact is evident from q bare perusal of clause 10.1 of the buyer's agreement. After the conveyance deed is registered, the lease rentals would be disbursed to the complainant. However, the complainant still has not cleared all her pending dues towards the anchor unit. Thus, the complainant is not entitled to any relief

whatsoever. That it is pertinent to mention herein that it is trite law of land that one who seeks equity must do equity, in other words, the one who seeks reliefs from court/tribunal/authority must approach the forum with utmost transparency and must not conceal relevant and material facts from courts/forums etc. It is indeed important to mention here that the complainant has miserably failed to comply with the payment schedule as per the terms of the buyers agreement and has failed to take symbolic/constructive possession of the unit. Thus, the complainant is not entitled to any relief whatsoever.

12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

13. 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**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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**

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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.*

16. 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.

**F. Findings on the objections raised by the respondent:**

**F.1 Objection regarding maintainability of complaint on account of complainant being investor.**

17. The respondent took a stand that the complainants are investors and not consumers and therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the complainant is buyer, and they have paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage,

it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent"

18. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant are allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

**G. Findings on the reliefs sought by the complainant:**

**G.I Direct the respondent to pay the pending pre-handover amount from April 2020 to June 2020.**

19. The Complainant is seeking recovery of the pending pre-handover amount from the Respondent. However, it is a matter of record that the Complainant voluntarily waived his right to claim pre-handover dues for the period from April 2020 to June 2020. Said waiver was extended by the Complainant in view of the unprecedented difficulties, constraints, and limitations arising out of the outbreak of the COVID-19 pandemic, and the consequent nationwide lockdown as declared by the Government of India, which severely disrupted business operations and contractual performance across industries.

20. In this regard, the Complainant, through a duly addressed communication dated 24.09.2020, categorically conveyed to the Respondent via mail that, taking into account the prevailing extraordinary circumstances attributable to the pandemic and the government-mandated lockdown, he was extending an express, unconditional, and irrevocable waiver of any monetary claims and/or other obligations of the Respondent towards him for the period up to and inclusive of June 2020. Said communication, as relied upon by the Respondent, is annexed to the record and specifically referenced at page 242 of the Reply.
21. Accordingly, the Complainant, having expressly waived <sup>her</sup> his entitlement for the aforementioned period, is estopped in law from raising any claim for pre-handover dues pertaining thereto, the same having been voluntarily relinquished in writing by way of the aforesaid waiver.

**G.II Direct the respondent to pay post-handover amount from 25.02.2021 till the date of execution of lease deed i.e., 07.02.2022 of the unit along with interest till the realisation of the amount.**

22. As per Clause 5 of the Allotment Letter, as referenced at page 12 of the Complaint, the Respondent was under a contractual obligation to pay the post-handover charges from the date of issuance of the Offer of Possession until the earlier of the following events: (i) the date of execution and signing of the first lease/license agreement, or (ii) the completion of three (3) years from the date of the Notice of Offer of Possession. The said Post-Handover Clause is accordingly defined hereinbelow:

*Post handover clause as per Allotment Letter- You, the Allottee further agree that subject to compliance of all terms of the Buyer's Agreement including timely payment of all dues till Notices of Offer of Possession, as also terms and conditions as mentioned in this Letter regarding the Unit, the Company shall as a further commitment, pay to you the Allottee an agreed monthly amount calculated in terms of Schedule 1 ("Post-Handover Amount") subject to deduction of applicable taxes which shall be payable from the date of Notice of*

Offer of Possession till the date of execution/signing of first lease/ license agreement or completion of three (3) years from the date of the Notice of Offer of Possession, whichever is earlier ("Commitment Period II"). Further, in the event any PDC's are issued by the Company towards Pre-Handover Amount that are related to any period post Commitment Period I and/or any PDCs are issued towards Post-Handover Amount that are related to any period post the Commitment Period II, as the case may be; you the Allottee undertakes not to bank/present such PDC's for encashment and that the same shall be returned to the Company, immediately without any demur and protest. The Allottee un-conditionally agrees that to avail this Post handover the Allottee shall honour all his payment obligations as per the agreed Payment Plan.

23. Therefore, the Respondent is hereby directed to discharge its liability towards the post-handover dues, the same being payable and recoverable for the period commencing from the date of the Offer of Possession and continuing until the execution of the Lease Deed.
- G.III Direct the respondent to pay the arrears of lease rental of the unit form the date of execution of lease deed i.e., 07.02.2022 along with interest till the realisation of the amount.**
- G.IV Direct the respondent to pay lease rental on "the prevailing market rates" which were mentioned in the allotment letter as the present rental rate of the lease executed is very less in comparison to present market rate.**
24. The above-mentioned reliefs as sought by the complainant is being taken together and these reliefs are interconnected.
25. The complainant has sought payment of arrears of lease rental from the date of execution of the lease deed. As per the record, the respondent was contractually bound to pay lease guarantee at the rate of ₹75/- per sq. ft. per month subsequent to completion of payment obligations and issuance of the Notice of Possession.
26. It is an admitted position that the lease deed was executed on 07.02.2022. The respondent has submitted that an amount of ₹8,46,811/-, after

deduction of TDS, has already been paid for the period from 12.02.2022 to 31.03.2025.

27. In view of Section 18(1) of the Act, which casts a liability on the promoter to compensate the allottee for failure to discharge contractual obligations, the respondent is held liable to pay the arrears of lease rental for the above period along with interest at the prescribed rate till actual realization, if any.

**G.V Direct the respondent to handover the physical possession of the units.**

28. As per the terms and conditions of the Agreement, the Complainant is entitled to receive virtual possession of the unit. The handing over of physical possession has been expressly declined, and the agreement has been defined and categorized as virtual possession in accordance with Clause 1.8 and Clause 7.1 of the Agreement.
29. It is further submitted that, in terms of Clause 1.8 of the Agreement, the said expression has already been defined. Additionally, as per the definition contained in Clause (c) of the Buyer's Agreement, it is expressly stipulated that:

*C. "Anchor Store Unit" shall mean designated area in the Project which is meant for the Anchor Store Unit to be used by the Anchor Tenant or Key Tenant intended to attract a significant cross-section of the shopping public to the centre, providing an expansive retail facility carrying a wide range of products under one roof exclusively.*

**7 POSSESSIONS OF THE UNIT**

*7.1 Schedule for possession of the Unit - MIPL agrees and understands that timely delivery of possession of the Unit along with the car parking space(s), if any, to the Allottee and the Common Areas of the Project in general and the Anchor Store Unit Specific Common Area and Facilities in particular to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(1) of the Rules, 2017, is the essence of the Agreement.*

30. As per the Agreement, the Complainant is entitled only to virtual possession of the unit, and the relief of physical possession stands declined.

**G.VI Direct the respondent to execute the conveyance deed.**

31. The Respondent is directed to execute the Conveyance Deed in accordance with the terms and conditions of the Agreement. It is further submitted that, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, the execution of the Conveyance Deed is a statutory obligation.

**G.VII Direct the respondent to waive off the delayed payment interest as promised.**

32. The complainant has prayed for waiver of delayed payment interest, alleging that the respondent had assured such waiver at the time of booking and that imposition of interest for delayed payments is unjustified. On perusal of the record, it emerges that charging of interest on delayed payments by an allottee is both a contractual and statutory requirement. Sections 19(6) and 19(7) of the Real Estate (Regulation and Development) Act, 2016, cast a clear obligation on the allottee to make timely payments as per the terms of the agreement and stipulate that in case of default, the allottee shall be liable to pay interest at the prescribed rate. Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, further prescribes that the rate of such interest shall be the State Bank of India highest marginal cost of lending rate plus two percent. The statutory mandate being explicit, any oral assurances or representations contrary to the provisions of the Act and Rules cannot be relied upon, nor can such obligations be waived by the promoter.

33. It is also significant that the scheme of the Act is reciprocal in nature. While Section 18(1) casts a liability upon the promoter to pay interest to the allottee for delay in handing over possession, Sections 19(6) and 19(7) obligate the allottee to pay interest to the promoter for delay in discharging

- his payment obligations. The legislature has consciously created this balance to ensure parity in rights and liabilities between the parties, which cannot be disturbed by oral promises or understandings outside the agreement. Reliance placed on alleged assurances of waiver cannot override the written contract or the statutory framework.
34. It is therefore clarified that the complainant remains liable to discharge his payment obligations in accordance with the agreement and the Act. The respondent shall be entitled to charge interest on delayed payments strictly in terms of Rule 15 of the Haryana Rules, 2017. At the same time, it is further clarified that the respondent shall not impose any charges which are not part of the buyer's agreement or supported by law.
35. Brokerage charges shall be limited to a maximum of 0.5% of the total sale consideration as provided in the agreement. The liability towards payment of stamp duty and registration charges, being statutory dues payable to the Government at the time of execution and registration of the conveyance deed, shall rest exclusively with the complainant. These charges are mandatory in nature, form part of statutory obligations under law, and cannot be shifted upon the respondent. The complainant shall therefore ensure timely payment of all stamp duty, registration charges and property tax as may be applicable for the valid execution and registration of the conveyance deed in respect of the subject unit.
36. The complainant is further directed to clear any outstanding dues, if any, together with applicable interest thereon within a period of thirty (30) days from the date of this order, in accordance with the terms of the agreement and in compliance with the provisions of the Act of 2016. In addition, fit-out charges shall be payable as per Clause 9 of the acknowledgement letter (page 27 of the complaint), which provides that in case any fit-outs, interior or finishing works are required to be carried out in the unit, the allottee has

provided his unconditional consent to the company to undertake such works, and further agreed to bear all costs and expenses incurred towards the same. The estimate of such costs is to be intimated by the company and shall be duly borne by the complainant. Fit out charges are payable as per clause 9 of the acknowledgement letter page 27 of the complaint. The said Clause is accordingly defined hereinbelow:

*In addition to the above, in case any fit outs, interior/ finishing works are required to be carried out in the Unit, you, the Allottee, hereby provide your explicit, unconditional and irrevocable consent to the Company to carry out such interior works, fit-outs in respect of the Unit. You, the Allottee, further agrees and undertakes to bear all costs and expenses incurred to carry out the interior works, fit-outs in respect of the Unit ("Fit Out Cost"). The estimate of such Fit Out Cost will be intimated to you by the Company.*

**H. Directions issued by the Authority:**

37. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. The respondent is directed to pay to the complainant the assured return/post-handover amount at the agreed rate of ₹75/- per sq. ft. per month from 25.02.2021 (being the date of offer of possession) until 07.02.2022, the date of execution of the lease deed.
  - ii. That the subject matter of the allotment pertains to virtual space, the said relief sought by the Complainant for physical possession is hereby declined.
  - iii. The respondent is directed to execute the conveyance deed in respect of the allotted virtual space in favour of the complainant within thirty (30) days from the date of this order. The complainant, on his part, is directed

to discharge his statutory obligations towards payment of stamp duty, registration charges, and property tax at the time of execution of the conveyance deed.

- iv. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement.
  - v. The complainant is further directed to clear any outstanding dues payable to the respondent, together with interest thereon as per Rule 15 of the Haryana Rules, within a period of thirty (30) days from the date of this order.
38. The complaints stand disposed of.
39. Files be consigned to registry.



**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated : 23.07.2025

**HARERA**  
**GURUGRAM**