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HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.जी. विभाग गृह. सिविल लाईन्स, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

39

Day and Date	Friday and 10.10.2025
Complaint No.	CR/3684/2024 Case titled as Jyoti Singh and Ajit Singh VS Roshni Builders Private Limited
Complainant	Jyoti Singh and Ajit Singh
Represented through	Complainant No.2 in person with Ms. Sanju Advocate
Respondent	Roshni Builders Private Limited
Respondent Represented through	Ms. Shriya Takkar and Ms. Meenal Khanna Advocates
Last date of hearing	03.10.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings-Cum order

It is noted that the original complaint was received on **23.08.2024**.

The complainants are seeking directions to the respondent not to execute the objected Special Power of Attorney (SPA), to pay the pending assured return for the period from 15.06.2024 to 30.06.2024, and thereafter till the date of payment and to pay the pending lease rent.

On 30.12.2024, the respondent filed an application seeking dismissal of the complaint on the grounds that the Deeds of Conveyance in respect of the subject units were executed on 02.12.2021, thereby discharging all mutual obligations between the parties.

Copies of the Deeds of Conveyance for the three units were annexed with the complaint and are placed on record.

It is a settled position of law that once the Deed of Conveyance for an apartment is duly registered, all financial obligations between the parties stand concluded.

Additionally, it is observed that the complainants have filed a single



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complaint for three separate units, which is not maintainable. The complainants were allotted three different units in the M3M Broadway project, and separate Buyer Agreements were executed in respect of each. Since the Deeds of Conveyance were executed and registered on 02.12.2021, the mutual obligations between the parties stand discharged.

Accordingly, the Authority is of the considered view that upon execution of the Conveyance Deed, all contractual and financial liabilities between the parties stand concluded, except for statutory rights available to the allottee under the Act, including:

- The right to seek compensation for delayed possession under Section 18(1);
- The right to claim compensation for structural defects or defects in workmanship, quality, services etc., as per Section 14(3) of the Act.

In view of the above, the complainant cannot press for any further financial relief beyond the statutory entitlements specifically enumerated under the RERA Act, 2016 post-execution of the conveyance deed.

Arguments heard.

In view of the above, the present complaint is not maintainable hence the same is dismissed being not maintainable. File be consigned to the registry.

Arun Kumar
Chairman
10.10.2025