

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

**Complaint no.** : 1658 of 2023  
**Date of complaint** : 07.09.2023  
**Date of order** : 06.01.2026

Neeru Jain  
R/o: - Plot no. 360, Udyog Vihar, Phase-4, Gurgaon,  
Haryana-122015.

**Complainant**

Versus

M/s Sepset Properties Pvt. Ltd.  
**Regd. Office At:** Room no. 205, Welcome Plaza, S-551,  
School Block-II, SHakarpur, New Delhi-110092.

**Respondent**

**CORAM:**

Sh. Arun Kumar  
Sh. Phool Singh Saini

**Chairman**  
**Member**

**APPEARANCE:**

Sh. Aman Verma (Advocate)  
Sh. Sagar Bhatia (Advocate)

Complainant  
Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	"Paras Dews", Sector- 106, Gurugram
2.	Nature of project	Group Housing Colony
3.	RERA registered/not registered	Registered 118 of 2017 dated 28.08.2017
4.	DTPC License no.	61 of 2012 dated 13.06.2012
	Validity status	12.06.2020
	Name of licensee	Sepset Properties
	Licensed area	13.76 acre
5.	Allotment Letter	10.01.2013 (page 27 of complaint)
6.	Unit no.	T-C/01, 10 <sup>th</sup> floor, tower-C (Page 37 of complaint)
7.	Unit measuring	1760 sq. ft. (Page 37 of complaint)
8.	Date of execution of Floor buyer's agreement	10.06.2015 (Page no. 30 of complaint)
9.	Possession clause	<b>3. Possession</b> <i>3.1 Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller and any restraints restrictions from any courts/ authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions. formalities, documentation, etc. as prescribed by the Seller, whether under this Agreement or otherwise, from time to time, the Seller proposes to hand over the possession of the Apartment to the Purchaser(s) within a period of 42 (Forty-Two) months with an additional grace period of 6 (six) Months from the date of execution of this Agreement or date of obtaining all licenses or approvals for commencement of</i>

		<i>construction, whichever is later, subject to Force Majeure. The Purchaser(s) agrees and understands that the Seller shall be entitled to a grace period of 90 (ninety) business days, after the expiry of grace period, for offer to hand over the possession of the Apartment to the Purchaser.</i>
10.	Environment clearance	06.09.2013 (taken from another file CR/8046/2022 decided on 21.12.2023)
11.	Due date of possession	10.06.2019 (Note: - Calculated from the date of execution of buyer's agreement i.e. 10.06.2015 being later including grace period) (Grace period of six months is allowed being unqualified and unconditional)
12.	Sale consideration	Rs.1,23,27,200/- (excluding taxes and charges) (As per payment plan page no. 64 of complaint)
	Total sale consideration	Rs.1,33,22,948/- (Including taxes and charges) (As per SOA dated 24.01.2019 page no. 70 of complaint)
13.	Total amount paid by the complainant	Rs.1,35,91,952/- (As per SOA dated 02.02.2023 page no. 103 of complaint)
14.	Occupation certificate	15.01.2019 (Page no. 66 of complaint)
15.	Offer of possession	24.01.2019 (Page no. 69 of complaint)
16.	Conveyance deed	15.03.2023 (Page no. 42 of application for dismissal of complaint)

### B. Facts of the complaint:

3. The complainant has made the following submissions:

- I. That on 29.12.2012, the complainant along with her husband namely Mohinder Kumar Jain and son namely Rishabh Jain booked a 3BHK residential apartment bearing no. T-C/1001 on the 10<sup>th</sup> floor in Paras Dew's situated at Sector - 106, Gurgaon, and paid the booking amount of

Rs. 7,50,000/- through cheque number "613043" drawn on Canara Bank. The said apartment was purchased under construction link payment plan for a total sale consideration of Rs. 1,23,27,200/-. Thereafter, an allotment letter dated 10.01.2013 was issued in favor of the complainant for unit bearing no. T-C/1001 has an area of 1760 sq. ft. at a basic sale price of Rs. 6000/- per sq. ft.

- II. That after a long follow-up, on 10.06.2015 a pre-printed, arbitrary builder buyer agreement was executed between the respondent and the complainant. As per clause no. 3.1 of the flat buyer agreement, the respondent has to handover possession of the apartment within 42 months with an additional grace period of 6 months from the date of execution of the agreement or date of obtaining all license or approvals for commencement of construction, whichever is later. As per the finding of the Authority in CRN 963 of 2019, the respondent received the environment clearance of the subject project on 06.09.2013, accordingly, the due date of possession comes out to be 06.09.2017. It is pertinent to mention here that the respondent delayed the execution of BBA to take advantage of delaying. The OC for the project was obtained by the respondent on 15.01.2019.
- III. That the respondent sent an offer of possession letter dated 24.01.2019, in this letter, the respondent asked for extra charges under different heads, i.e. (i) Rs. 2,34,678/- external electrification charges, electricity connection charges, FTTH Infrastructure charges, Intercom Charges, Water Connection Charges, Sewerage Connection Charges, (ii) Labour Cess Rs. 40480/- and (iii) Two-year advance maintenance charges Rs. 1,54,514/-. The respondent asked to take over the possession of the flat after paying all the above said illegal charges within 30 days from the date of notice of offer of possession, and threatened that if possession is not

taken within said time, holding charges will be applicable. Further, it is germane to mention here that under protest the complainant made the full payment of the amount demanded by the respondent. At the time of the alleged offer of possession, the club house was not ready, therefore the demand on account of club usage is illegal and unjustified, moreover, the unit was not ready for habitation.

- IV. That an email dated 22.10.2019 was sent by the complainant to the respondent alleging that despite making the payment of the past due amount of Rs.1,91,330/- and Rs.14,44,336/- and receipt no. 10062 & 10063 were issued by the respondent respectively, dated 09.05.2019, respondent fails to handover the possession of the unit. Even after a lapse of five months from the date of payment of total sale consideration, neither possession of the apartment given nor the sale deed was registered. Thereafter the complainant sent an email on 17.12.2020 mentioning follow-up with Priya Gupta and Vikash Verma for quite a long time, but no response concerning registration and possession of the flat even after paying the applicable amount. Further, several reminder emails dated 22.01.2021, 22.05.2021, 10.06.2021, and 05.08.2021 requesting to do the needful for possession of the unit at the earliest.
- V. That, on 10.06.2021 a letter was issued by the respondent asking for Rs. 6,85,000/- for stamp duty and registration fee of Rs. 50,003/- and incidental charges of Rs.7500/- and demanding various documents required for registration of conveyance deed. Thereafter, the complainant sent a reply to the above letter through email and a letter Further, it is also found in the inspection of the site by the representative of the complainant that the project is still incomplete and not in a habitable condition, amenities like club house, approaching road, drainage, and sewerage system, etc.

- VI. That for the sake of defense and in routine several reminder letters in the years 2021 to 2023 about intimation for registration and handover of possession. However, the complainant's representative visited the site many times since the first letter of intimation for registration was issued on 24<sup>th</sup> Jan 2019 and found that the project is not ready as per the specification of the BBA, also at many occasions the calls and emails of the complainant were ignored by the respondent and that lead to the delay in registration/possession of the unit. Further, the complainant has always been ready and willing to take possession of the unit subject to an inspection of the unit by their representative (Mr. Pradeep Singh).
- VII. That on 05.08.2022 an email was sent by the complainant requesting to register the unit in the name of Mrs. Neeru Jain and after deletion the name of Mr. Mohinder Kumar Jain and Mr. Rishab Jain. Thereafter, another reminder email for intimation of possession dated 16.11.2022 is sent by the respondent to the complainant. However, the complainant by an email dated 18.11.2022 reminded the respondent that actions are pending on their part to update the formally submitted documents for name deletion, the transfer fee of Rs.59,000 is also paid by the complainant.
- VIII. That on 05.01.2023 an email was received from the customer care of the respondent requesting to acknowledge the receipt of documents by Mr. M.P. Jain. Further, in response to the said email, Mr. M.P. Jain responded the same day clearly mentioning that no documents were received, and also raised the question that why the respondent is not doing what is needed instead of sending reminders for taking possession that too without giving a demand value of stamp duty and illegally demanding maintenance of the unit without handing over the possession. However, the respondent ignoring all the genuine concerns of the complainant

again sent a reminder email for intimation of possession dated 11.01.2023.

- IX. That on 13.01.2023 stamp duty calculations were shared by the respondent through email and also informed that the rest of the documents will be shared by 17.01.2023. Further, a letter dated 24.01.2023 was also received which has a reference to the registration fee and stamp duty only. Thereafter several emails were exchanged between the complainant and respondent from 01.02.2023 to 08.02.2023 and the complainant under protest agreed to sign the documents including the indemnity cum undertaking and documents related to the draft conveyance deed. Furthermore, the complainant also submitted to the illegal demand of maintenance amount of Rs. 1,41,185/- which is also paid under protest by the complainant to receive the physical possession of the apartment.
- X. That as per the statement of account dated 02.02.2023, the complainant has paid Rs. 1,35,91,952/-.
- XI. That the complainant sent an email with the photographs on 08.02.2023 to the respondent lodging her grievances after a visit to the site/unit by the representative of the complainant. Email indicates incompleteness of the apartment concerning the master bedroom toilet tile fixing, plumbing shaft, and door missing in all the units, wooden flooring fixing pending in three rooms, cleaning in bedroom-2 is not done, kitchen and balcony tiles missing, servant toilet two tiles and tap is missing, water seepage in the drawing room.
- XII. That till today the respondent has not handed over the physical possession of the unit to the complainant and refrained the complainant from enjoying the benefit of her flat. The demand for holding charges is illegal and arbitrary.

- XIII. That the main grievance of the complainant in the present complaint is that despite the complainant having been paid more than 100% of the actual cost of the flat, the respondent is not handing over the physical possession of the flat and not paying the credit balance.
- XIV. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent party and as such, he is liable to be punished and compensate the complainant.
- XV. That due to the acts of the above and the terms and conditions of the builder buyer agreement, the complainant has been unnecessarily harassed mentally as well as financially, therefore the opposite party is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- XVI. That there are clear unfair trade practices and breach of contract and deficiency in the services of the respondent party and much more a smell of playing fraud with the complainant and others and is prima facie clear on the part of the respondent which makes them liable to answer the Authority.
- XVII. That for the first time cause of action for the present complaint arose in or around June 2015 when the buyer agreement containing unfair and unreasonable terms was, for the first time, forced upon the allottees. Thereafter cause of action arose in September 2017, when the respondent failed to hand over the possession of the flat as per the buyer agreement. Further, the cause of action again arose on various occasions, including on: a) December 2018; b) March. 2019; c) June 2019, d) November 2020; e) December 2021, and on many times till date, when the protests were lodged with the respondent about its failure to deliver the project and the assurances were given by them that the possession

would be delivered by a certain time. The cause of action is alive and continuing and will continue to subsist till such time as the Authority restrains the respondent by an order of injunction and/or passes the necessary orders.

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

4. The complainant has sought following relief(s):

- i. Direct the respondent to provide physical possession of the fully developed/constructed flat with all amenities under Section 19(3) of the Act.
- ii. Direct the respondent party to pay delayed possession interest from the due date of possession till actual possession of the flat.
- iii. Restrain the respondent from charging labour cess and with direction to refund the said labour cess.
- iv. Restrain the respondent from charging one-time additional charges and with direction to refund the said charges.
- v. Restrain the respondent from charging two years advance maintenance and with direction to refund the said charges.
- vi. Restrain the respondent from charging advance maintenance charges till the actual physical handover of the flat.
- vii. Restrain the respondent from charging interest.

**D. Reply by the respondent:**

- i. That the present complaint is not maintainable and is liable to be dismissed at the very outset. The complainant had already executed a conveyance deed in her favour on 15.03.2023 and subsequently took the physical possession of the subject unit no. T-C/1001 on 06.04.2023 after full and final settlement of all accounts. The complaint, having been filed on 06.04.2023, was instituted subsequent to the execution of the contract and the transfer of title. Consequently, the relationship of 'promoter' and 'allottee' which is essential for the purposes of adjudicating the reliefs sought herein, has ceased to exist. Once the conveyance deed has been executed and possession has been handed

over, the promoter's obligations under the agreement are deemed to be fully discharged. On this ground alone, the complaint is infructuous and is liable to be dismissed.

- ii. That the cause of action arose from the allotment and construction, but since the title and possession have been transferred, the complaint has no live controversy to adjudicate. Without a pending obligation or dispute, the complaint is academic and therefore cannot be entertained.
- iii. That the full and final settlement of accounts indicates that all disputes regarding payments, possession, and transfer have been mutually resolved. Thereafter, filing a complaint after settlement undermines contractual finality and commercial certainty, which are essential to real estate transactions.
- iv. That under laws such as the Real Estate (Regulation and Development) Act (RERA), the obligations of a promoter and allottee are applicable only during the development and construction phases. After execution of the conveyance and transfer of possession, the statutory framework for adjudicating disputes between promoter and allottee is no longer applicable.
- v. That permitting the complainant to challenge the possession post acceptance would encourage frivolous litigation and disrupt settled transactions, contrary to the objectives of the Act and broader principles of justice.
- vi. That the complainant has no locus standi to file the present complaint and is not an "aggrieved person" within the meaning of Section 31 of the Act. The grievance raised by the complainant pertaining to possession of the subject unit has been fully addressed, and possession has been delivered and accepted by the complainant. Having become the absolute owner of the unit after having accepted possession of the property and

executed the conveyance deed, the complainant is estopped from raising any grievance and seeking any reliefs based on alleged non-delivery or deficiencies in possession, as such claims are rendered infructuous and without legal basis.

- vii. That there has been absolutely no delay on the part of the respondent in offering possession. Clause 3.1 of the builder buyer's agreement dated 10.06.2015 provides that possession shall be offered within a period of 42 months from the date of execution of the BBA, along with an additional grace period of 6 months. Accordingly, the possession due date stands at 10.06.2019. The respondent, having obtained the Occupation Certificate on 15.01.2019, made a valid and timely offer of possession on 24.01.2019, which is approximately eight months prior to the stipulated due date. Therefore, the respondent's conduct is in strict compliance with the terms of the agreement. The complainant's computation of the possession date is erroneous, arising from a misreading and misinterpretation of the agreement's provisions. The claim for delayed possession, as well as the associated interest or compensation, is thus wholly unfounded, lacking both legal and factual basis, and deserves to be dismissed in its entirety.
- viii. That the respondent has fulfilled its obligation as per clause 3.1 of the builder buyer's agreement. A valid offer made before the due date cannot be construed as a delay, irrespective of the complainant's unilateral interpretation. The respondent's offer of possession within the prescribed period demonstrates strict adherence to contractual obligations, precluding any claim of delay.
- ix. That the delay in taking possession and registration of the conveyance deed is solely and wholly attributable to the complainant. Despite the Offer of Possession being made in January 2019 by the respondent, the

complainant failed to discharge her outstanding dues and fulfill the requisite formalities for more than four years thereafter. This delay is clearly documented through numerous reminder letters sent by the respondent, copies of which have been annexed by the complainant herself as annexure P-9. These documents conclusively establish that the respondent repeatedly sought compliance from the complainant, without success. The complainant has been a habitual defaulter in making timely payments to the respondent and has, till date, failed to pay the outstanding on account of delayed payment interest.

- x. That no party can be permitted to benefit from its own default or wrong. The complainant, having failed to act upon a legitimate offer, cannot now shift the blame to the respondent or seek relief based on a delay for which she is wholly responsible. Where a party's own negligence or failure causes a delay, such delay cannot be attributed to the other party, and no relief can be granted on that ground. There have been instances where the Hon'ble Courts and tribunals have consistently held that compensation or interest claims cannot arise where the delay or loss is due to the complainant's own omissions.
- xi. That allowing the complainant to claim relief would undermine principles of fairness and encourage parties to neglect their contractual duties, expecting remedies later.
- xii. That the complaint is barred by the well-established principles of waiver and estoppel. The complainant, after being satisfied in all respects with the final settlement, consciously and voluntarily chose to clear the principal outstanding dues, execute the conveyance deed, and take possession of the unit without raising any reservation or objection at that stage. Such conduct amounts to an unequivocal waiver of any claims or grievances pertaining to possession or related matters.

- xiii. That by accepting possession and executing the conveyance deed, the complainant is estopped from now raising claims that are inconsistent with her prior conduct and representation. The doctrine of estoppel prohibits a party from asserting rights or claims that contradict their earlier actions, particularly where such actions have been relied upon by the other party to their detriment. The contention that payments were made 'under protest' is a mere contrivance, designed to create an artificial ground for litigation after willingly participating in the transaction. Courts have repeatedly held that protest without objection or reservation at the time of execution is insufficient to revive stale grievances. Accordingly, the complainant cannot be permitted to benefit from her own acquiescence and delay, and the complaint is liable to be dismissed as devoid of merit and barred by law.
- xiv. That all charges demanded by the respondent, including but not limited to external electrification charges, labour cess, and advance maintenance charges, are legal, valid, and strictly in accordance with the terms and conditions set out in the builder buyer's agreement dated 10.06.2015. These charges were expressly agreed upon by the complainant at the time of entering into the agreement and are part of the contractual obligations undertaken by the complainant.
- xv. That the complainant, having agreed to the contractual framework and accepted the benefits of the transaction, is bound by its terms and cannot now challenge the validity or enforceability of the charges. By accepting possession, executing the conveyance deed, and making payments, the complainant has waived any right to dispute these charges.
- xvi. That the principles of waiver and estoppel squarely apply in this case. A party who knowingly and voluntarily accepts contractual benefits

cannot later repudiate its obligations to avoid liability. The complainant is therefore estopped from raising objections or challenging the legality of the said charges, and any attempt to do so is wholly untenable and liable to be rejected.

- xvii. That the complainant has suppressed material facts and has not approached the Authority with clean hands. The complainant has deliberately failed to disclose that the transaction concerning the subject unit was fully concluded prior to the filing of this complaint, including the payment of principal outstanding dues, execution of the conveyance deed, and acceptance of possession. Such suppression amounts to a deliberate attempt to mislead the Authority by omitting facts that are vital to the adjudication of the matter. It is a settled principle of law that a party seeking equitable relief must approach the court or forum with clean hands and must make a full and frank disclosure of all material facts. By concealing the consummation of the transaction, the complainant is estopped from seeking relief under false pretences. The complaint is thus liable to be dismissed in its entirety as it has been filed in bad faith and amounts to an abuse of the process of the Authority.

5. 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 submissions made by the complainant.

**E. Jurisdiction of the Authority:**

6. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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**

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**

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)(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.*

7. 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 relief sought by the complainant:**

**G.I Direct the respondent to provide physical possession of the fully developed/constructed flat with all amenities under Section 19(3) of the Act.**

8. As per Clause 4 of the conveyance deed dated 15.03.2023, the complainant has already taken possession of the said apartment after inspecting it and

being fully satisfied that the construction of the Group Housing Complex has been carried out on a part of the said land with clear title, in accordance with the sanctioned plans and agreed specifications, and that the same is in good order and condition. The relevant clause is reproduced below:

**Clause 4:** *That the Vendee has **already taken the possession of the said Apartment** after having inspected and fully satisfied himself/herself/themselves/itself and confirms that the construction of the said Apartment of the Group Housing Complex has been carried out on a part of the said land with clear title and in accordance with the sanctioned plans and the agreed specifications and are in good order and condition. The actual and physical possession of the said apartment has already been delivered to the Vendee and the Vendee hereby confirms having taken the possession thereof.....*

9. In view of the above, the complainant has already taken possession of the allotted unit, therefore, no directions are required in this regard.

**G.II Direct the respondent to pay delay possession charges.**

10. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to Section 18(1) of the Act which reads as under: -

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

11. **Due date of handing over possession:** As per clause 3.1 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit within a period of 42 months with an additional grace period of 6 months from the date of execution of this agreement or date of obtaining all licenses or approvals for commencement of construction, whichever is later. Therefore, the due date of handing over possession comes out to be 10.06.2019.

12. In the present complaint, the Occupation Certificate was granted by the competent authority on 15.01.2019, and possession was offered on 24.01.2019. The respondent obtained the Occupation Certificate prior to the due date for handing over possession. Upon consideration of the documents available on record and the submissions made regarding the alleged contravention of the provisions of the Act, the Authority is satisfied that the respondent had already obtained the Occupation Certificate in respect of the said project prior to the due date for handing over possession. Accordingly, no case for delay possession charges is made out under Section 11(4)(a) of the Act read with the proviso to Section 18(1) of the Act. Therefore, no directions to this effect.

**G.III Restrain the respondent from charging labour cess and with direction to refund the said labour cess.**

**G.IV Restrain the respondent from charging one-time additional charges and with direction to refund the said charges.**

**G.V Restrain the respondent from charging two years advance maintenance and with direction to refund the said charges.**

**G.VI Restrain the respondent from charging advance maintenance charges till the actual physical handover of the flat.**

**G.VII Restrain the respondent from charging interest.**

13. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interest interconnected.

14. In the above-mentioned relief sought by the complainant the Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed accept for the statutory rights under the Act of 2016. The complainant could have asked for the claim before the conveyance deed got executed between the parties.

15. Further, the Authority observes that as per conveyance deed dated 15.03.2023 placed on page no. 42 of the application for dismissal of

complaint, the complainant has relinquished all her claims on handing over of possession of the unit. The relevant portion of the conveyance deed dated 15.03.2023 is reproduced hereunder for ready reference:

**Clause 4:** *That the Vendee has **already taken the possession of the said Apartment** after having inspected and fully satisfied himself/herself/themselves/itself and confirms that the construction of the said Apartment of the Group Housing Complex has been carried out on a part of the said land with clear title and in accordance with the sanctioned plans and the agreed specifications and are in good order and condition. The actual and physical possession of the said apartment has already been delivered to the Vendee and the Vendee hereby confirms having taken the possession thereof. The Vendee further confirms that before taking over physical possession of the said Apartment the Vendee has inspected/checked and verified all material aspects and has no complaints/claims in this regard including but not limited to Carpet Area of specifications of the said Apartment and installations thereof, materials, fitting and fixtures used and/or provided thee in and all services rendered and/or to be rendered and that the Vendee has no objection, complaint or claims with respect to same. the Vendee has satisfied himself/ herself/ themselves/ itself that the constructions as also various installations in the said apartment being an integral part of the licensed group housing complex has/have been provided in accordance with the sanctioned drawings and specifications and are in good order and condition. Further, the Vendee confirms and agrees that he/she/they/it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for the Group Housing Complex is not yet complete, and/or the construction of the permissible/ permitted additional floors/blocks are yet to be completed and/ or on any other ground whatsoever in as much as the Vendee accepts and acknowledges that Group Housing Complex is a planned and phased development to be undertaken over a period of time in various blocks/ segments/ constituents/ parts/phases. **The Vendee assures the Vendor that he/ she/ they/ it shall not raise any objection or make claim against the Vendor in respect of any item of work which may be alleged to have been and/or not have been carried out or completed and/or for any other reason whatsoever and such claim and/or objection, if any, shall be deemed to have been waived by the Vendee...."***

16. Also, on execution of the conveyance deed, the complainant-allottee cannot any objection or make claim against the builder in respect of any item of work which may be alleged to have been and/or not have been carried out or completed and/or for any other reason whatsoever and such claim/ and/or objection, if any, shall be deemed to have been waived by the vendee. So, no directions in this regard can be effectuated at this stage.
17. In view of the above findings the complaint is dismissed being not maintainable.
18. Complaint stands disposed of.
19. File be consigned to registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 06.01.2026

**HARERA**  
**GURUGRAM**