

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

Complaint no.	:	3047 of 2024
Date of complaint	:	17.07.2024
Date of order	:	23.12.2025

1. Rakesh Kumar

2. Anamiika Das

Both R/o: E-012, India Bulls Centrum Park. Sector-103,
Gurugram, Haryana-122006.

Complainants

Versus

M/s VSR Infratech Private Limited

Regd. Office at: - Plot No.14, Ground Floor, Sector-44,
Gurugram, Haryana-122003.

Respondent

CORAM:

Shri Arun Kumar

Chairman

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Diwakar Sharma (Advocate)

Complainants

Ms. Shriya Takkar and Ms. Meenal Khanna
(Advocates)

Respondent

ORDER

1. The present complaint has been filed by the complainants 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 provisions of the Act or the Rules and regulations made thereunder or to the allottees 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	" 114 Avenue ", Sector 114, Gurgaon
2.	Project area	2.968 acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	72 of 2011 dated 21.07.2011 Valid up to 20.07.2024
5.	Name of licensee	AMD Estates & Developers Pvt. Ltd.
6.	RERA Registered/ not registered	Registered Vide no. 53 of 2019 dated 30.09.2019 Valid up to 31.12.2020
8.	Unit no.	Office no.29, 3rd Floor (page no. 51 of complaint)
9.	Unit area admeasuring	508 sq. ft. (super area) (page no. 51 of complaint)
10.	Occupation certificate	17.02.2021 (page no. 110-112 of reply)
11.	Allotment letter	25.02.2021 (page 51-52 of complaint)
12.	Conveyance deed	10.03.2021 [page 13-31 of complaint]
13.	MoU	20.03.2021 [page 34-50 of complaint]
14.	Clause w.r.t Post possession lease rental	3.1 Post possession lease rental After possession, possession charges received by the developer, the lease rental to be paid by the developer to the allottee shall be @Rs.48.67/- per sq. ft. of super area of premises per month w.e.f. 01.03.2021.
15.	Basic sale consideration	Rs.37,08,400/- (As mentioned in allotment letter at page no. 51 of complaint)
16.	Amount paid by the complainant	Rs.37,09,500/- (As mentioned in MOU dated 20.03.2021 at page 40 of complaint)

17.	Post possession lease rental paid by respondent	Till March, 2023 (As alleged in para 1 at page 7 of reply) And Paid till March, 2022 (As provided details as mentioned in Annexure -R/4 (Colly) at page 83-86 of reply.)
18.	Agreement [w.r.t Electricity supply] (b/w VSR Infratech Pvt. Ltd. & Golden Gate Propbuild Pvt. Ltd.)	28.11.2022 (page 89-98 of reply)
19.	Introduction letter Property Management Company [M/s Quala Services Private Limited]	25.02.2023 (Page 87 of reply)
20.	Demand for Rs.1,13,894/- for bulk electricity connection charges	29.05.2023 (Page 88 of reply)
21.	Demand letter	10.01.2024 (page 100-102 of reply)
22.	Reminder letter	09.02.2024 & 01.03.2024 (page 103-108 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- a. That the complainants are law-abiding citizens and are residing at the aforementioned address. That the respondent is a private limited company which is duly incorporated under the provisions of the Companies Act, having its registered office at the address given above.
- b. That the respondent is engaged in the business of real estate and is a land developer company which purchases land from the land owners and after developing it, sells the developed units in the form of commercial spaces, office spaces, shops, flats, apartments etc. to the intending purchasers.

- c. That in the due course of their business, the respondent had launched a commercial project namely "114 Avenue" situated at Sector-114, Gurgaon-Bajghera Road, Gurugram, Haryana. The project bears RERA Registration No. 53 of 2019, as per registration certificate bearing no. GGM/359/91/2019/53 issued to M/s AMD Estate & Developers Pvt. Ltd. and M/s VSR Infratech Pvt. Ltd.
- d. That on February 24, 2021, on the impressive projection of the respondent and its brokers, the complainants had booked a commercial space bearing unit 3a-29 and having a super area of 508 sq. ft. in the aforesaid project "114 Avenue" of the respondent situated at Sector-114, Gurgaon-Bajghera Road, Gurugram, Haryana. Upon deposit of a sum of Rs.7,40,000/-, the respondent issued the allotment letter dated 25.02.2021 to the complainants.
- e. That the complainants paid the entire consideration amount of Rs.37,08,400/- to the respondent for the unit 3A-29 and on March 10, 2021, the title of unit was conveyed to the complainants by the respondent through a registered conveyance deed. Following the conveyance, an MoU dated March 20, 2021 was executed between the complainants and the respondent, assuring a lease rental of Rs.48.65/- per sq. ft. to the complainants with effect from March 1, 2021, till 01.03.2023. Regrettably, the complainants only received the lease rental until 01.03.2022.
- f. That the respondent also executed an addendum to the conveyance deed as part of the MoU dated 20.03.2021 wherein it was mentioned that any maintenance charges, related liabilities and incidental schedules for the unit will be as per the lease guarantee MoU and borne by the vendor or the lessee for the mentioned period of the agreement.

- g. That even though the complainants took possession of the unit when the respondent executed the conveyance deed in their favour but they had to return the possession to the respondent in hopes of getting the assured lease rental as per the terms of MoU dated 20.03.2021 and the addendum to the conveyance deed. The conduct of respondent at defaulting on its obligations and promises in the abovementioned documents conclusively establishes that it had executed the abovementioned documents by deliberately misrepresenting the facts and to cheat the complainants of their hard-earned money whilst also depriving them of possession of their property. This constitutes a clear violation of Section 12 of Real Estate (Regulation and Development) Act, 2016 for which the respondent is liable to duly compensate the complainants.
- h. That despite repeated attempts by the complainants at resolving the matter, the respondent did not pay any amount towards the assured lease rental after 01.03.2022. The texts messages, calls and various emails by the complainants to the executives and representatives of your company, were consistently and deliberately ignored. The due amount against the respondent now stands at Rs.3,75,460/- comprising of the principal amount of Rs.2,97,000/-, along with an interest of Rs.78,460/- charged at the rate of 18%, until 01.03.2024. The complainants have diligently approached the respondent's office on numerous occasions, yet they have not received any response.
- i. That aggrieved with consistent defaults on the part of the respondent company at paying the outstanding amount towards assured lease rental, the complainants filed an application to take physical possession of the unit on 24.02.2023 and after the payment of Rs.63,500/- with applicable

taxes, on 29.05.2023, the electricity meter for the unit was commissioned and unit fitout was started by the complainants.

- j. That the complainants took back possession of their unit on 31.03.2023, pursuant to the pending unit fitout and electricity meter and essential common services like toilets, corridor lights, basic sanitation, lift service being commissioned on the floor. It was followed by extensive negotiations and hardships regarding common area maintenance (CAM) and other incidental charges. Since the date of delivery of basic maintenance service to the floor where the unit is located, the complainants have been consistently paying CAM charges at the agreed rate of Rs.10/- per sq. ft. with effect from October, 2023.
- k. That subsequently, the complainants received a demand letter dated 10.01.2024, from the respondent company, VSR Infratech Pvt. Ltd., stating arbitrary and unilateral outstanding payments of Rs.4,27,142/- and expecting remittance within ten days. The statement of bills due for their Unit was also annexed with the demand letter.
- l. That immediately, the complainants communicated with the representatives of the respondent company regarding charges raised against their Unit 3A-29. However, despite narrating their problem and raising objections to these illegitimate demands, the complainants received no satisfactory response from the respondent.
- m. That it is imperative to note that as per RERA norms, interest-free maintenance security (IMFS) is not included in the sale consideration and must be maintained separately by the builder for transfer to the association of allottees (AOA) upon formation. Furthermore, in accordance with RERA Rules, the promoter is responsible for establishing an association of allottees for the project. However, any clarification on various aspects regarding the handling of IMFS, details

on its allocation or transfer of administration to association of allottees has not been given to the complainants or other allottees so far.

- n. That at the time of execution of MOU dated 20.03.2021, the respondent had waived the contingency charges listed in Schedule 1 of the MoU and assured the complainants that no contingency amount was required as their company had already obtained the occupancy certificate for the project on 17.02.2021. Since the demand for contingency amount had been rendered infructuous at the very threshold while executing the MOU dated 20.03.2021, it is beyond comprehension of any reasonable mind as to why respondent raised a demand of Rs.1,01,600/- from the complainants towards payment of contingency amount vide their demand letter dated 10.01.2024, despite the lapse of three years since conveyance of the title of the unit and despite the issuance of the occupancy certificate dated 17.02.2021 for their project named "114 Avenue".
- o. That furthermore, the advance maintenance security of 12 months was never agreed upon by the complainants. For all practical purposes, a security deposit of the payable amount for one or two months is usually accepted. However, the respondent seems to have indulged in Unfair Trade Practices of demanding the same amount under different headings. For the purpose of security for maintenance, respondent company has already sought IFMS. Without differentiating said IFMS from Advance Maintenance Security, the respondent seeks further deposits of maintenance charges in advance for 12 months. Such practices are not only arbitrary but wholly illegitimate and absolutely untenable in law.
- p. That the complainants have consistently paid CAM charges on time at the rate of Rs.10/- per sq. ft. to facilitate the smooth operation of the project,

demonstrating their willingness to cooperate. They have been duly issued receipts of the said payments by the respondent.

- q. That the respondent has charged maintenance from the clients of the undersigned for such period when the unit was not even in the possession of the clients of the undersigned and it was supposed to be in the possession of the lessee. Such an arrangement was clearly envisaged under the terms of MoU date 20.03.2021. Still, the Respondent company charged the maintenance at Rs. 2.50/- per sq. ft. and raised its demand to the complainants. That immediately upon regaining delivery of possession by the complainants in March 2023, the maintenance charges surprisingly hiked by 300% to Rs.10/- per sq. ft. reluctantly, the complainants had to bear the maintenance charges at hiked rates. However, even that did not satiate the greed of the management of respondent and in hopes of exploiting the vulnerability of the complainants, the respondent further hiked the maintenance charges to Rs.16.62/- per sq. ft. without any notice and without citing any justification, whatsoever. Further, adding insult to injury, respondent demanded the maintenance charges retrospectively from the complainants even for those months when the respondent had issued receipts of maintenance charges at Rs.10/- per sq. ft.
- r. That the rate of common area maintenance rate has also been similarly hiked from Rs.2.50/- per sq. ft. to Rs.16.62/- per sq. ft. in the demand letter dated 10.01.2024, prompting the complainants to request a breakdown of the maintenance costs from the respondent. However, no such breakdown was provided to them till date.
- s. That the complainants are deeply aggrieved by the respondent company's arbitrary and illegitimate demands of IFMS and advance maintenance security of 12 months, contingency charges and the

- unjustified increase in the rates of maintenance charges from Rs.2.50/- per sq. ft. to Rs.16.62/- per sq. ft.
- t. That the respondent engaged the services of Quala Services Pvt. Ltd. for the maintenance of the units in the projects. However, there is no record of any billing or demands of maintenance against the units owned by the respondent while the complainants have to bear the exorbitant sums of money as mentioned above under the pretext of maintenance.
- u. That additionally, the outstanding lease amount of Rs.3,75,460/- against respondent is not reflected in the dues sheet, despite the requests for its inclusion by the complainants.
- v. That the status of the respondent project named "114 Avenue" is marked as "Lapsed" on the website of HRERA, Gurugram and a careful perusal of records reveals several indiscretions and non-compliance on part of respondent for which multiple show cause notices have been issued by the Authority to the respondent warning them of strict actions such as imposition of penalty up to 5% of the project cost and cancellation of the registration of the project. Such conduct and record establishes a trend of deliberate behaviour on part of the senior management of respondent at violating the law and committing breach of legal obligations.
- w. That from the above said facts it is very much clear that the respondent has totally failed to deliver the proper and efficient services and assured return to the complainant. Further, the officials of the respondent also not taken any positive step despite of their promise and assurance. Hence this complaint.
- x. That the complainants, through their advocate, got a legal notice dated 11.03.2024 issued to the respondent, apprising them of the aforementioned anomalies and seeking remedies for their grievances.

However, the said legal notice could not elicit any response from the respondent

- y. That instead of providing any form of grievance redressal to the complainants, the respondent incorporated CAM and CAE charges directly into the prepaid electricity meters of the project with effect from 01.04.2024, in order to harass the complainants and other allottees. This move by the respondent is in sheer contravention of the speaking orders of DHBVNL Consumer Grievance Redressal Forum (CGRF) dated 31.10.2023 in case bearing no. DH/CGRF-13/2023. The said order directed the de-linking of CAM (Common Area Maintenance) and CAE (Common Area Electricity) charges from prepaid electricity meters. The said order was acknowledged and executed by Hon'ble Haryana Electricity Regulatory Commission, Panchkula in its order dated 09.04.2024 in case bearing no. HERC/Petition No. 71 of 2023.
- z. That the cause of action to file present complaint firstly arose on 01.03.2022 when the respondent stopped the payment of assured lease rental to the complainants in breach of MOU dated 20.03.2021 and addendum to conveyance deed. Secondly, it arose on 10.01.2024 when the respondent through its demand letter, levied illegal and arbitrary charges on the complainants even for those months for which maintenance had already been paid.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- i. To give necessary directions to the respondent to fulfill its contractual obligations as per the conveyance deed dated March 10, 2021 and MOU/Addendum to conveyance deed dated March 20, 2021 and to pay to the complainants, a sum of Rs. 2,97,000/-, along with an interest @ 11% per annum (SBI MCLR +2%) from the date of accrual, i.e., 01.03.2022 till the date of realization of the amount.

- ii. To direct the respondent to bill the maintenance at the rate of Rs.10/- per sq. ft. uniformly for all allottees, including the units allotted to respondents in accordance with initial billing of maintenance from complainants during October, 2023.
 - iii. To direct the respondent to cease and desist from charging Advance Maintenance for 12 months in addition to Interest Free Maintenance Security.
 - iv. To direct the respondent to honour its waiver of contingency charges at the time of conveyance of unit and to not bill contingency charges to the complainant separately.
 - v. To direct the respondent to de-link CAM (Common Area Maintenance) and CAE (Common Area Electricity) charges from prepaid electricity meters of their project 114 Avenue in accordance with speaking orders of DHBVNL Consumer Grievance Redressal Forum (CGRF) dated October 31, 2023 in case bearing no. DH/CGRF-13/2023.
 - vi. Any other order that the Authority may find just and reasonable in the present set of facts and circumstances may kindly be passed in favor of the complainants.
5. On the date of hearing, the authority explained to the respondents/promoters 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.

6. The respondent has contested the complaint on the following grounds:-
- a. That the complaint filed by the complainants is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the very threshold.
 - b. That the complainants thus have approached the Authority with unclean hands and have suppressed and concealed material facts which have a direct bearing on the very maintainability of the purported complaint and if there had been disclosure of these material facts and proceedings, the question of entertaining the purported complainants would not have arisen.

- c. That the complainants had wilfully agreed to the terms and conditions of the agreement and are now at a belated stage after the execution of conveyance deed are attempting to wriggle out of their obligations by filing the instant complaint before this Authority.
- d. That it is reiterated that the issue so raised in this complaint are not only baseless but also demonstrates an attempt to arm twist the respondent into succumbing to the pressure so created by the complainants in filing this complaint before this forum and seeking the reliefs which the complainants are not entitled to.
- e. That the complainants, having duly satisfied themselves with respect to all aspects of the project, voluntarily applied in or around February 2021 for the allotment of an office space in the commercial project being developed by the respondent under the name and style of '114 Avenue'. The complainants submitted the application form after having read, understood, and accepted all the terms and conditions stipulated therein.
- f. That in consideration of the complainant's commitment to adhere to the agreed payment schedule, the respondent proceeded to allot office space bearing no. 29, situated on the third floor, having a super area of 508 sq. ft. in the commercial project titled '114 Avenue', for a total sale consideration of Rs.37,08,400/-, exclusive of charges towards IFMS, and other charges. The said allotment was formalized vide allotment letter dated 25.02.2021. Pursuant thereto, the complainants remitted an amount of Rs.7,40,000/- towards part payment of the total sale consideration at the time of allotment.
- g. That in or around the first week of March 2021, the complainants visited the office of the respondent and requested that the conveyance deed be executed, having paid the total sale consideration, save and

except certain heads such as IFMS, maintenance charges, bulk electricity, and other charges. The respondent acceded to the said request and agreed to proceed with the execution of the conveyance deed. Accordingly, on 10.03.2021, the conveyance deed was duly executed between the parties, whereby all rights, title, interest, and liabilities pertaining to the unit were lawfully conveyed and transferred in favour of the complainants. The complainants, after having read, understood, and voluntarily accepted all the terms and conditions stipulated therein, duly signed the said conveyance deed.

- h. That, in addition to the conveyance deed, the parties also mutually agreed that a separate memorandum of understanding would be executed to more specifically record and clarify the respective rights and obligations of both parties. That the complainants had paid a cumulative amount of Rs.37,09,500/- towards the total sale consideration.
- i. That the memorandum of understanding was executed between the complainants and the respondent on 20.03.2021, which covers in detail all the rights and liabilities of both the parties.
- j. That pursuant to the execution of the memorandum of understanding dated 20.03.2021, certain charges including but not limited to Interest-Free maintenance charges (IFMS), contingency charges, electricity charges, and other charges, as mutually agreed upon by the parties under Article 1.1 of the said MoU, were to be borne by the complainant. The complainant had unequivocally consented to these terms at the time of execution. However, at this belated stage, the complainant is attempting to evade from their contractual obligations by raising objections to these charges—an act clearly intended to evade agreed liabilities under the binding terms of the MoU.

- k. That the term "space buyer agreement" as used herein would refer to the registered conveyance deed executed between the parties as this was the ready to move in unit and directly the conveyance deed was executed without the space buyer agreement. The charges referred to— including those related to maintenance, contingency, and electricity— are not only contemplated under the MoU but are also expressly stipulated in the said registered conveyance deed. Hence, the complainants is bound by these contractual obligations as duly laid down in both documents.
- l. That upon execution of the said Memorandum of Understanding (MoU), the respondent, as a gesture of goodwill, extended to the Complainants the benefit of assured lease rental. Pursuant to this arrangement, the respondent agreed to pay lease rental at the rate of Rs.48.67/- per sq. ft. per month, subject to the timely payment by the complainants of the demands raised by the respondent, in accordance with the terms and conditions set forth in the said MoU. It was expressly agreed between the parties that in the event of non-payment or delay in payment of any such amount as demanded, the respondent shall be entitled to revoke the benefit of the lease rental, in accordance with Article 3.3 of the MoU, and shall further reserve the right to recover any amount already paid under this arrangement, which in the present case amounts to Rs.2,96,688/-.
- m. Despite the complainants being in default, the respondent has duly honoured its obligations under the memorandum of understanding and made all payments towards the assured lease rentals for the entire agreed period of two years, i.e., from 01.03.2021 to 01.03.2023. The said payments were made in a timely manner and have been duly

- acknowledged and admitted by the complainants in the present complaint.
- n. That the complainants were duly informed about the payment plan and also Article 1.5 of the MOU dated 20.03.2021 entered into between the complainants and the respondent.
- o. That vide letter dated 25.02.2023, the respondent duly informed the complainants that it had appointed M/s. Quala Services Private Limited as the project management company, responsible for providing all services and solutions in relation to the said project. It was further communicated that the said agency is duly authorized to hire, assign, or sublet its responsibilities to third-party service providers, as deemed necessary. The complainants were also informed that maintenance charges would be levied and collected in accordance with Clause 6 of the conveyance deed.
- p. That vide letter dated 29.05.2023, the respondent raised a demand towards bulk electricity connection charges amounting to Rs.1,13,894/- . It is respectfully submitted that the said demand, along with all previous demands raised by the respondent, was made strictly in accordance with the terms and conditions stipulated under the conveyance deed. That for bulk electricity the respondent herein had entered into an arrangement with M/s. Bajghera Enterprises dated 28.11.2022 for providing bulk electricity.
- q. That vide letter dated 10.01.2024 the respondent raised the final demand regarding the heads (IMFS, CAM, Advance maintenance charges for 12 months and Contingency) as agreed between the parties as per the Conveyance deed dated 10.03.2021 and MOU dated 20.03.2021.

- r. That with regard to the allegations pertaining to the levy of advance maintenance charges, it is submitted that the same is governed by a well-settled principle of law. It has been consistently upheld by judicial and quasi-judicial forums that a developer is legally permitted to charge advance maintenance fees for a period not exceeding 12 months. This practice has been recognized as both reasonable and necessary to ensure the proper upkeep and maintenance of the project during the interim period particularly between the time, possession is offered and the formal handover of maintenance responsibilities to the Residents' Welfare Association or similar body.
- s. That subsequent to demand letter dated 10.01.2024 two reminder letters were issued to the complainants dated 09.02.2024 and 01.03.2024 but the complainants failed to make timely payments as per the agreed terms. Consequently, the respondent, having no alternative, was constrained to issue reminder letters dated 09.02.2024 and 01.03.2024, pursuant to the initial demand letter dated 10.01.2024. It is pertinent to mention that the complainants have full information about the timely payment was the essence of the agreement as per Clause 1.5 of MOU which was duly signed by both the parties. Thus, the complainants are on default of their contractual obligations and obligations under Section 19(6) and 19 (7) of RERA Act, 2016 and thus, the complainants are liable to pay delayed interest.
- t. That the terms of conveyance deed dated 10.03.2021 and MOU dated 20.03.2021 were entered into between the parties and, as such, the parties are bound by the terms and conditions mentioned in the said agreements. The said agreements was duly acknowledged by the complainants after properly understanding each and every clause contained in the agreements. The complainants were neither forced nor

influenced by the respondent to sign the said agreements. It was the complainants who after understanding the clauses signed the said agreements in complete senses.

- u. That RERA is a beneficial Legislation intended to keep a balance of interest of allottees. Promoters as well as agents. It's a beneficial legislation of all. That from the bare perusal of the RERA Act, it is clear that the said Act provides for three kinds of remedies in case of any dispute between a builder and buyer with respect to the development of the project as per the agreement. That the complainants herein have approached the respondent to purchase a unit in the said project for commercial purposes which is clearly for investment purposes.
 - v. In view of the foregoing facts and circumstances, it is respectfully submitted that the respondent has duly fulfilled all its contractual obligations in accordance with the terms mutually agreed upon between the parties. The present complaint has been filed by the complainants with the sole intent to evade their own contractual liabilities and commitments under the binding agreements. As such, the complainants are not entitled to any relief, monetary or otherwise, and the present complaint is liable to be dismissed with costs.
7. All other averments made in the complaint were denied in toto.
 8. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority

9. The respondent 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

10. 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

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

12. 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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Maintainability of the complaint:

13. In the present complaint, the complainants herein were allotted a unit/office bearing no.29 at 3rd floor admeasuring 580 sq. ft. super area in project namely "114 Avenue" vide allotment letter dated 25.02.2021, being developed by respondent. Thereafter, on 10.03.2021, the registered Conveyance Deed was also executed in favour of the complainants. Further on 20.03.2021, the complainant and the respondent entered into a Memorandum of Understanding (MoU) and as per clause 3.1 of the said MoU dated 20.03.2021, the respondent assured to pay the complainant post possession lease rental @Rs.48.67/- per sq. ft. of super area of premises per month w.e.f. 01.03.2021, subject to the payment of possession charges by the complainants till the application for offer of possession is filed. The relevant clause 3.1 is reproduced for reference:

3.1 Post possession lease rental

After possession, possession charges received by the developer, the lease rental to be paid by the developer to the allottee shall be @Rs.48.67/- per sq. ft. of super area of premises per month w.e.f. 01.03.2021.

14. The respondent has contended that the occupation certificate from the competent authority was obtained on 17.02.2021 and the allotment of the unit was made on 25.02.2021. Also, the registered conveyance deed was executed between the parties on 10.03.2021 in respect of the said unit.

15. Upon perusal of documents available on records and submissions made by both the parties, the Authority observes that as per Section 11(4)(a) of the Act, 2016, the promoter is obligated to all its responsibilities towards the allottee(s) or association of allottees till the execution of conveyance deed except structural defect or any other defect for such a period as mentioned in Section 14 (3) of the Act, 2016. The relevant provision is reproduced below:

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;

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

Clause 2 of conveyance deed

That simultaneously with the execution of this deed of conveyance, the Vendor has handed over physical possession of the said commercial space & Vendee(s) has taken over physical possession, which cannot be subdivided.

Clause 4 of conveyance deed

That the Vendee(s) have fully satisfied themselves about all items of work and quality of workmanship or materials or specifications or fittings and fixtures used or provided in the said commercial space or any other services rendered or to be rendered and shall not raise any objection or claim on the said ground or any other ground whatsoever and such claims or objections, if any, shall after execution of this deed of conveyance be deemed to have been waived by the Vendee(s).

Clause 2 of Addendum to conveyance deed:

The possession of the said unit has been handed over to the Vendee(s) and the Vendee(s) hereby confirm(s) taking over the possession of the said unit from the Vendor after satisfying himself/ herself/ themselves that the construction has been made in accordance with the drawings, designs and specifications and the sanitary fittings, water and sewage connection, etc. are in good order and condition and that the Vendee(s) has/ have no complaint or claim in respect of the any item of work, material, quality of work, installation, etc., therein.

17. It is pertinent to mention here that complainants took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainants have neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any other charges. Also, it is a matter of record that no allegation has been levelled by the complainants that conveyance deed has been got executed under coercion or by any unfair means.
18. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under Section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainants cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.
19. In view of the above, the present complaint is not maintainable and is hereby dismissed with liberty to the complainants to seek appropriate remedies before the appropriate forum in accordance with law.
20. Complaint as well as applications, if any, stands disposed of accordingly.
21. File be consigned to the registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.12.2025