

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

Complaint no.: 4535 of 2024
Date of order: 12.12.2025

Mrs Ashima Bhandari
R/o: A 249 2, Derawal Nagar, Dr
Mukherjee Nagar, North West Delhi

Complainant

Versus

GLS Infratech Private Limited
Corporate Office: 707, 7th floor, JMD
Pacific Square, Sector 15, Part II,
Gurugram-122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sreelekshmi Sylesh
Harshit Batra (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details.

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

S. No.	Particulars	Details
1.	Name and location of the project	"GLS Arawali City", Sector 4, Sohna, Gurugram
2.	Nature	Affordable group housing
3.	Project area	10.42 acres
4.	DTCP License	72 of 2023 dated 06.04.2023 valid upto 05.04.2028
5.	RERA registered/ not registered	Registered 63 of 2023 dated 23.05.2023 valid upto 01.04.2028
6.	Allotment Letter	10.02.2024 (As per page from 36 of the complaint)
7.	Unit no.	Plot no. 62 (As per BBA on page 56 of complaint)
8.	Unit area admeasuring	179.077 sq. yds. (As per page 56 of complaint)
9.	Date of execution of buyer's agreement	19.02.2024 (As per BBA on page 54 of complaint)
10.	Possession Clause	7.1 <i>The promoter assures to hand over possession of the plat on or before 01.04.2028</i>
11.	Due date of possession	01.04.2028 [as per possession clause]
12.	Total sale consideration	Rs.1,30,72,621/- (as per customer ledger on page 100 of complaint)
13.	Amount paid by the complainant	Rs.52,29,048/- (as per customer ledger on page 100 of complaint)
14.	Reminder letters for non-payment	11.03.2024 and 10.04.2024 (page 44-45 of reply)
15.	Completion certificate/OC	10.12.2024 (Page 37 of reply)
16.	Offer of possession	11.12.2024 (as stated by respondent)

17.	Conveyance deed	11.07.2025
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B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint: -
- i. The complainant herein, based on the above representations and assurances made by the respondent, applied for the allotment of a plot in the project, vide an application form dated 22.01.2024 and further paid a booking/application fee of Rs. 13,09,006/, which has been duly acknowledged by the respondent in the customer ledger pertaining to the complainant. At the time of applying for the allotment, the respondent had unambiguously represented to the complainant that the total consideration payable for the allotment would be Rs. 1,30,72,621/- , and that no hidden/additional amounts would be charged.
 - ii. The respondent then issued an allotment letter dated 10.02.2024 to the complainant, whereunder, the complainant was allotted the residential plot no. 62, admeasuring 179.077 sq. yards, in the project, for a total consideration of Rs. 1,30,72,621/-.
 - iii. However, upon the allotment, shockingly enough, the respondent arm twisted the complainant into paying an additional amount of Rs. 5,50,000/-, in cash, as preferential location charges, by threatening the complainant that the allotment would be cancelled, and the booking/application fee would be forfeited, in case the payment was not made. The demand for the additional payment was in complete contravention of the representations made by the respondent, at the time of application for allotment. In spite of the repeated requests from the complainant, the respondent insisted and coerced the complainant into paying the said amount, only in cash, in complete violation of the provisions of the act, clearly evidencing the malicious and fraudulent intent of the respondent. The

complainant, who was faced with the peril of losing the booking/application fee, paid the said amount in cash on 10.02.2024 and the respondent, acting in a complete surreptitious and clandestine manner, refused to issue any receipt to acknowledge the payment made by the complainant. Subsequently, an agreement for sale dated 19.02.2024 was executed between the complainant and the respondent, which was registered before the Sub Registrar, Sohna. Under clause 8 of the agreement for sale, the respondent unequivocally represented and warranted that the project and the project land were free of all encumbrances, and that the respondent had the absolute, clear and marketable title with respect to the project land.

- iv. Placing complete reliance upon the representations and warranties made by the respondent, and in adherence with the schedule for payment of consideration as agreed upon under the agreement for sale, the complainant paid to the respondent, an amount of Rs. 52,29,048, i.e., 40% of the consideration amount contained in the agreement for sale, through bank transactions, which have been duly accounted for and acknowledged by the respondent. The remaining amount of Rs. 78,43,573/-, i.e., 60% of the consideration amount contained in the agreement for sale, was agreed to be paid, as and when the possession of the plot would be offered to the complainant.
- v. Pertinently, the complainant had communicated to the respondent that she would require financial assistance for paying the outstanding amount of Rs. 78,43,573/- towards the purchase of the plot and was assured by the respondent that it would undertake all such actions, as required from its part, towards ensuring the sanction of any loan/financial assistance from any bank, which inter alia included executing any tripartite agreement between the complainant, the respondent and the lending institution. Pursuant to the execution of the

agreement for sale and relying on the assurances provided by the respondent, the complainant applied for a loan for the purpose of paying the remaining amount for the purchase of the plot which was approved by HDFC Bank, vide an approval letter dated 21.03.2024, for an amount of Rs. 55,00,000/-.

- vi. Upon learning about the encumbrances on the project and the project land, the complainant herein reached out to the respondent through her advocate, vide a notice dated 26.08.2024, thereby calling upon the respondent to disclose in writing, within 7 days from the receipt of the notice, the details of all encumbrances on the project land, and further remove/extinguish all existing encumbrances on the plot, and undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot, free from all encumbrances, including, but not limited to, executing the TPA.
- vii. Hence, it is submitted that, the respondent herein fraudulently induced the complainant into purchasing the plot, and deceptively caused the complainant to pay an amount of Rs. 57,79,048/- therefor (Rs. 52,29,048 through bank transactions & Rs. 5,50,000/- by cash), by grossly misrepresenting that the project land was free of all encumbrances and that the respondent had the absolute, clear and marketable title with respect to the project land. The complainant, who is a bona fide allottee under the act, was misled and defrauded into paying the aforementioned amount by the respondent, in lieu of the plot it had already mortgaged and hence has no absolute or clear title to. Further, the respondent wrongly concealed the existence of the encumbrance on the project land. from the HRERA, and has maliciously refrained from uploading a non-encumbrance certificate with respect to the project land, on the website of the HRERA. The Respondent has acted with the sole mala fide intent to cheat the complainant and rob her of her hard-earned money and has caused grave

prejudice to the rights of the complainant, as an allottee. Thus, the respondent has acted in complete violation of its obligations under the act, as the promoter of the project, and has indulged in fraudulent and unfair practices.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
 - a. Direct the respondent to furnish in writing, all information relating to the encumbrances on the project and project land.
 - b. Restrain on the respondent from creating any further third-party interests on the project.
 - c. Direct the respondent to remove all existing encumbrances on the plot, and undertake all requisite actions, as necessary for the complainant to avail the approved loan amount for the purchase of the plot.
5. On the date of hearing the authority explained 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:

6. The respondent has contested the complaint on following grounds:
 - i. That the complainant being interested in purchasing a plot in project being developed by the respondent, known under the name and style of "GIs Arawali City" situated at, village Khaika, Sector 4 Sohna, Gurugram, Haryana approached the respondent after conducting her own due diligence, seeking allotment of a plot by submitting an application form.
 - ii. That upon the acceptance of the application made by the complainant for allotment, the complainant was allotted residential plot bearing no. 62 tentatively admeasuring carpet area of 179.077sq. yards was allotted to the complainant vide allotment letter dated 10.02.2024.
 - iii. Thereafter, the parties mutually entered into an agreement for sale on 19.02.2024. It is pertinent to mention that the agreement was consciously and voluntarily executed and the terms and conditions of the same are binding on

- the parties. That the complainant opted for a time linked payment plan for remittance of the sales consideration of the unit i.e. 1,30,72,621/- plus taxes and other charges.
- iv. That the project was developed and after the completion of the project, the respondent applied for grant of completion certificate and the same was duly received by respondent on 10.12.2024 from Directorate of Town and Country Planning, Haryana. It is pertinent to mention herein that there is no right of the complainant to approach this Ld. Authority after the receipt of the CC.
- v. That respondent post receipt of completion certificate dated 10.12.2024 duly sent the offer of possession dated 11.12.2024 to the complainant, along with the statement of account thereby requesting the complainant to remit the outstanding dues pending towards the sales consideration of the plot. That the complainant failed to come forward and remit the balance payment and proceed with other formalities required to take over possession of the plot. It is pertinent to mention herein that the complainant has till date made a payment of Rs. 13,07,262/- plus 39,21,786/- i.e. total of Rs. 52,29,048/- as is evident from the statement of account annexed with the offer of possession.
- vi. It is pertinent to mention herein that the respondent has issued permission to mortgage to HDFC Bank Ltd. vide letter dated 03.03.2025 and has executed the tripartite agreement dated 03.03.2025 between the complainant and HDFC Bank Limited and the respondent herein.
- vii. It is crucial to highlight that the complainant is a habitual defaulter, repeatedly breaching the terms of the agreement and failing to make timely payments despite numerous reminders, notices, and publication. That due to the complainant's continuous defaults, the respondent has been compelled to issue several reminders regarding the outstanding amounts. That the defaults of the

complainant are detailed hereinbelow in the grounds for dismissal of the complaint.

- viii. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the agreement which continues to be binding upon the parties thereto with full force and effect.
- ix. It is respectfully submitted that the relief sought by the complainant stands fulfilled during the pendency of the present proceedings. The respondent has already complied with the essential obligations and execution of all requisite documentation, such as the permission to mortgage and the tripartite agreement with the HDFC Bank Ltd. dated 03.03.2025. Therefore, the cause of action no longer survives, and the complaint has become infructuous. In light of this, no further orders are warranted from this Hon'ble Commission, and the complaint deserves to be dismissed as having served no continuing purpose.
- x. That timely payment of instalments was the obligation of the complainant and the complainant cannot shift the burden of continuous defaults in payment on the respondents herein. That it was the obligation of the complainant to ensure that timely payment of instalments is made irrespective of the loan facility taken by the complainant and in case of default the respondent company had the right to cancel the allotment.
- xi. the complainant, acting in a defaulting manner, has failed to make the required payment despite several reminders and follow-ups such as reminders dated 22.01.2025, 21.02.2025 and 24.03.2025. Despite the respondent having obtained the completion certificate dated 10.12.2024 and the offer of possession dated 11.12.2024, the complainant failed to pay the outstanding instalment.

Instead, the complainant seeks to avoid making the due payment, opting to default and subsequently levying false allegations against the respondent. Therefore, the respondent asserts that the complainant's claims are without merit and made in bad faith.

- xii. It is pertinent to mention herein that the complainant has till date made a payment of Rs. 13,07,262/- plus 39,21,786/- i.e. total of Rs. 52,29,048/- as is evident from the statement of account annexed with the offer of possession.
- xiii. That it was the liability of the complainant to get the loan sanctioned and amount disbursed and the complainant cannot impose the liability of the same on the respondent herein. That timely payment of demands was the essence of the agreement and the complainant was well aware of the same, the complainant cannot shift the burden of the same on the respondent.
- xiv. That the complainant's allegation that the land is not free from encumbrances is unfounded and this issue is irrelevant to the complainant's claims, as the respondent has duly completed the project and obtained completion certificate dated 10.04.2024 and made offer of possession on 11.04.2024. The complainant's objections appear to be mere tactics aimed at avoiding the payment of the outstanding amount, which has been delayed due to the complainant's consistent failure to meet financial obligations. The complainant is a habitual defaulter with no apparent intention to settle the outstanding dues. Such actions reflect a deliberate attempt to evade payment and are not based on legitimate concerns regarding the property. Therefore, the complainant's allegations should be disregarded as they are motivated by the complainant's own failure to fulfil their financial responsibilities.
- xv. The complainant's refusal to make the payment and the false allegations made against the respondent clearly indicate that the complainant is the defaulting

party. The complainant is attempting to evade payment by making baseless excuses, despite having received offer of possession dated 11.12.2024. The complainant's actions appear to be motivated by an intent to gain unfair advantage by causing delays and subsequently seeking compensation. The respondent asserts that the complainant is resorting to frivolous excuses and falsely accusing the respondent to avoid fulfilling their obligations under the agreement.

xvi. Notwithstanding numerous reminders issued by the respondent, the complainant has consistently failed to fulfil their payment obligations within the stipulated timelines. The complainant has demonstrated a pattern of defaulting on payments on multiple occasions from the outset of the agreement. The complainant has intentionally and voluntarily ceased making payments, despite receiving several reminders and notices from the respondent. The respondent contends that the complainant's actions reflect a deliberate refusal to meet their contractual obligations, further substantiating their status as a habitual defaulter.

7. 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 complainant.

E. Jurisdiction of the authority.

8. 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

9. 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.

10. 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.

11. 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 complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I. Direct the respondent to furnish in writing, all information relating to the encumbrances on the project and project land.

F.II Restrain on the respondent from creating any further third-party interests on the project.

F.III Direct the respondent to remove all existing encumbrances on the plot, and undertake all requisite actions, as necessary for the complainant to vail the approved loan amount for the purchase of the plot.

12. It is an admitted position on record that the Complainant was allotted 62, admeasuring 179.07 sq. yds. in the project "GLS Arawali City", Gurugram, developed by the Respondent. The allotment was made vide allotment letter dated

10.02.2024 and the buyer agreement was executed between the parties on 19.02.2024. The total sale consideration of the said unit was ₹1,30,72,621/- out of which the Complainant has already paid a sum of ₹52,29,048/- to the Respondent.

13. It is further established from the record that the conveyance deed was executed between the parties on 11.07.2025. 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.
14. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.
15. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim

compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.

16. Complaint stands disposed of.

17. File be consigned to registry.

Dated: 12.12.2025



(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram