BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**6407 of 2025**
Date of complaint	:	**17.12.2025**
Date of order	:	**13.10.2026**

Pallavi Agrawal,
R/o: - 04/207, SFS Mansarover VTC- Jaipur,
Jaipur, Rajasthan-302020. **Complainant**

Versus

M/s Manglam Multiplex Private Limited
Having Regd. Office at: - Cabin-1, LGF, F-22,
Sushant Shopping Arcade, Sushant Lok Phase-1,
Gurugram-122002. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Pooja Sareen (Advocate) **Complainant**
Shriya Takkar (Advocate) **Respondent**

ORDER

1. The present 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 provisions 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. 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. N.	Particulars	Details
1.	Name of the project	M3M Heights, Sector- 65, Gurugram
2.	Project area	14.4125 acres
3.	Nature of the project	Mix land used colony
4.	DTCP license no. and validity status	15 of 2017 dated 02.05.2017 valid up to 01.05.2022
5.	RERA registration	01 of 2017 dated 14.06.2017 (Superseded by Ggm/688/420/2023/32 dated 02.02.2023) valid up to 01.05.2024
6.	Name of licensee	Manglam Multiplex Pvt. Ltd.
7.	Unit no.	MH TW-05-2704, Tower-5, 27th Floor (As per page no. 204 of the complaint)
8.	Unit area admeasuring	1147.12 sq. ft. (Carpet Area area) 2040 sq. ft. (Super Area) (As per page no. 204 of the complaint)
9.	Allotment letter	10.05.2022 (As per page no. 71 of the complaint)
10.	Date of agreement for sale	10.06.2022 (As per page no. 198 of the complaint)
11.	Possession clause	***7. POSSESSION OF THE UNIT*** ***7.1 Schedule for possession of the said Unit:*** *The promoter agrees and understands that timely delivery of possession of the unit along with the car parking space(s), if any, to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the act and Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.* *"Commitment Period" shall mean 30.06.2024 as notified by the Promoter to the Authority, at the time*

		of registration of the Project under the Act, for completion of the Project, or as may be further revised/approved by the authorities."
12.	Due date of possession	30.06.2024 (as per possession clause)
13.	Total sale consideration	Rs.2,51,49,940/- (as per payment plan at page 251 of complaint)
14.	Amount paid by the complainant	Rs.2,54,00,360/- (as per customer ledger on page no.190 of the reply)
15.	Pre-handover amount paid by the respondent	21,26,886/- (As per customer ledger on page no.190 of the reply)
16.	Occupation Certificate	09.09.2024 (As per page no. 218 of the reply)
17.	Offer of possession	10.09.2024 (As per page no. 195 of the reply)
18.	Possession handover	05.12.2024 (As per page no. 210- 211 of the reply)

B. Facts of the complaint

3. The complainant has made the following submissions:

I. That the complainant is the lawful allottee of residential unit no. MH-TW-05-2704, situated on the 27th Floor of Tower 5, admeasuring 2040 sq. ft. super area, booked in the respondent's Group Housing Project titled "M3M SkyCity & Heights", Sector 65, Gurugram, Haryana. The said project is being developed by M/s Manglam Multiplex Pvt. Ltd.

II. That the complainant booked the said unit and executed an agreement for sale dated 30 March 2022, paying an advance of Rs.11,65,000/-, and the total sale consideration agreed is Rs.2,51,49,940/- (inclusive of GST).

III. That on 10 May 2022, the respondent issued a welcome/allotment letter, confirming the allotment of Tower-5, Unit 2704.

IV. That the respondent issued a comfort letter on 14 July 2022 committing to two rebate eligibility periods linked to construction milestones (Commitment Period I & II). Details of two commitment period is:

a. Commitment Period I: A discount of 32.32 per sq. ft per month on the super area was to be provided. This discount applied from the completion of 30% of the Total Consideration Value (TCV) plus GST payment until the earlier of (1) completion of 60% of TCV plus GST, (2) completion of the superstructure, or (3) June 30, 2023.

b. Commitment Period II: A further discount of 64.63 per sq. ft per month on the super area was to be granted. This period commenced from the completion of 60% of TCV plus GST payment and extended until the application for the grant of the Occupancy Certificate (OC) for the unit.

V. That on 16 Dec 2022, the Directorate of Town & Country Planning (DTCP) granted approval for FAR enhancement, Memo No. ZP-1147-Vol II / JD(RA) / 2022 / 37914. The said increase permitted additional built-up area of approx. 10,650 sq.m., enabling construction of additional floors across Towers 2–6., increasing density, saleable space, and infrastructure load. Revised sanctioned plans and list of consenting allottees were not shared despite repeated written requests.

VI. That as per FAR Impact Reports on record, the enhanced FAR generated an estimated 52,000 sq.ft. of additional saleable inventory,

benefiting the builder approx. ₹ 62.40 Crores at approx. ₹ 12,000 per sq.ft.

VII. That despite this material alteration, the respondent:

- did not obtain the mandatory 2/3rd written consent from existing allottees,
- did not disclose revised sanctioned plans,
- did not share the list of allottees whose consent was allegedly taken,
- did not circulate revised super-area computation sheets

VIII. That as per sanctioned plans, residential FAR was 144,121.63 sq. m (before 16 Dec 2022 pre-FAR increase period). This was further revised to 158,046.12 (after 16 Dec 2022 – post- FAR-approval). This resulted in increase of 9.66% in residential FAR. That due to the FAR increase, while the composite built-up area increased, the complainant's super area was not proportionately reduced (while the total built up area of complainant remained same pre & post-FAR). Respondent did no recalculation of super built-up area for existing buyers, leading to inflated maintenance and utility charges. The billing of CAM and CAE based on outdated and inaccurate area calculations.

IX. That the respondent further coerced buyers to sign pre-filled undertakings at possession and BBA execution stage, attempting to record that they had waived objection to FAR increases. These documents were extracted under pressure and constitute an illegal and void waiver.

X. That on 11 January 2023, respondent applied for OC only for Towers T1 and T6; Tower T5 was not ready at this stage. On 27 March 2023, DTCP issued an objection (ZP 1147 – Vol II) returning the incomplete OC application and directing submission of mandatory missing

documents which were Fire NOC, Electrical Safety Inspector Approval, Construction Video CD, and Labour Cess returns. In response to DTCP objection memo (ZP 1147 – Vol II), Respondent submitted pending documents on 9 May 2023 which included Fire NOC, Electrical Safety Inspector Approval, Construction Video CD, and Labour Cess returns. Considering the revised submission, DTCP granted OC for Towers T1 and T6 vide Memo No. ZP-1147-Vol III on 16 Oct 2023. Tower 5 had no OC application submitted at this stage.

XI. That despite this, the respondent raised OC-based demands on 2 Dec 2023 and again on 21 March 2024, falsely representing that OC was correctly applied on 28 Feb 2024.

XII. That the OC for Tower 5 was finally issued on 09 September 2024 vide Memo No. ZP-1147-Vol V.

XIII. That Comfort Letter dated 14 July 2022 assured continuous rebate until the application of OC. However:

- Rebates were prematurely stopped in February 2024,
- OC was legally applied only in August 2024, and
- OC was actually issued only on 09 September 2024.

XIV. That due to the premature stopping of rebate, GST-linked charges and premature disbursement of housing loan, the Complainant has incurred a documented financial loss of approx. ₹ 9.36 lakh + interest at the RERA-prescribed rate until realization, increasing with time.

XV. That on 05 December 2024, the respondent issued the possession letter requiring the complainant to:

- sign Conveyance Deed containing Clauses 3, 25(v), and T,
- join a combined "Master Association" of residential + commercial buyers,
- waive rights to object to future FAR utilization.

These clauses are ultra vires:

- Section 14(2) RERA,
- Sections 3–5 of the Haryana Apartment Ownership Act,
- Section 54 Transfer of Property Act,
- Principle against lien post full consideration.

XVI. That it is submitted that although 100% consideration was paid and the ledger reflects a credit balance of ₹ 3.84 as on 16.10.2024, the respondent illegally retained lien and refused to execute the CD unless forced terms were accepted. That multiple written requests were made for rectification, but the respondent gave no written resolution and continued to pressure the complainant for unilateral CD execution.

C. Relief sought by the complainant:

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

I. Provide fresh and certified super area, FAR and density calculations and to refund the differential amount arising from FAR enhancement.
II. Payment of pending rebate under comfort letter dated 14.07.2022.
III. Refund of excess amount received on account of GST due to pre-mature demands.
IV. Remove illegal and one-sided clauses of BBA and conveyance deed.
V. Declare attempt to reduce Defect Liability Period from 5 year to one year as illegal.
VI. Litigation cost, compensation for illegal and coercive conduct of respondent, pay interest on loan availed from Bank to honor pre-mature demand, rectify and replace defective AC installations.

5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent no.1 has contested the complaint on the following grounds:

i. That under the garb of the present complaint, the complainant is in effect collaterally challenging the approvals granted to the respondent by various competent statutory authorities. The building plans, as well as the revisions thereto, were duly approved by the Department of Town and Country Planning (DTCP), Haryana, after following due process of law, and the same cannot be challenged before this Authority. It is further submitted that the complainant in her complaint has raised allegations regarding the alleged violation of Haryana Apartment Ownership Act and the Transfer of Property Act and the same cannot be raised before this Forum. Accordingly, the present complaint is liable to be dismissed as not maintainable.

ii. That after making independent enquiries and only after being fully satisfied about the project, the complainant approached the respondent through her broker M/s. Elite Landbase Pvt. Ltd. for booking of an apartment in the project 'M3M Heights', residential component of mixed land use project situated in Sector 65, Gurugram, Haryana comprising of commercial, retail and residential segments being developed in a planned and phased manner over a period of time vide application form and paid part booking amount towards the same. It is submitted that the complainant on her own free will and after having duly read and understanding all the terms of the application form, duly signed the application form. In due consideration of the part booking amount paid by the complainant and her commitment to comply with the terms of the booking/allotment and make timely payments of demands, the respondent no. 1 vide

allotment letter dated 01.05.2022 allotted a residential apartment bearing no. MH TW-05-2704, 27th Floor in Tower-5. The cost of the apartment in question for carpet area admeasuring 1147.12 sq. ft. was Rs.2,51,49,940/- plus other applicable charges. The allotment letter contained all the indicative terms and conditions of the allotment. It is submitted that the complainant on her own free will and after understanding of the legal import and effect opted for a time-linked payment plan.

iii. That the buyer's agreement was executed between the parties on 10.06.2022 and the same was duly registered vide vasika no. 2898. The Buyer's Agreement contains the rights and liabilities of both the parties. During the interregnum, the building plan approval of the project was revised vide DTCP Memo No. ZP-1147-Vol-II/JD(RA)/2022/37914 dated 16.12.2022 by the competent authorities, after obtaining all mandatory statutory permissions, including approval from the Directorate of Town and Country Planning, Haryana. The said revision was carried out in full compliance with the applicable laws and after following of law. This Hon'ble Authority issued registration certificate dated 02.02.2023. Accordingly, the previous RERA Registration dated 1 of 2017 dated 14.06.2017 was subsumed by registration certificate no. 32 of 2023 dated 02.02.2023. It is respectfully submitted that the revised plan was duly sanctioned by the competent authority and did not, in any manner whatsoever, affect the complainant's apartment.

iv. That the respondent, due to an inadvertent system error, had raised a demand vide letter dated 01.12.2023 upon application for Occupancy Certificate (OC). However, the said demand was immediately reversed and withdrawn by the respondent Company. The complainant was

duly informed that the said communication was only a pre-intimation and should not be treated as a demand payable at that point in time. Thus, no prejudice was ever caused to the complainant.

v. That the complainant availed a home loan from Axis Bank Limited against the purchase of the said apartment, for which a Tripartite Agreement was executed between the complainant, answering respondent and Axis Bank Limited and a permission to mortgage was issued by the answering respondent.

vi. That the respondent No.1 fulfilled its promise and completed the construction of the tower in question where that apartment in question was located and applied for grant of Occupation Certificate on 01.03.2024 before the Competent Authority. Thereafter, the answering respondent as per the payment plan opted by the complainant raised the demand due on application of OC vide demand letter dated 21.03.2024 and requested the complainant to pay an amount of Rs.75,44,981/- on or before 10.04.2024. It is submitted that as per the acknowledgement letter dated 14.07.2022, the answering respondent duly extended and adjusted the agreed accumulated discount/rebate amount of Rs.21,26,886/- on the demand raised on application of OC. The complainant has admittedly availed and enjoyed the said benefit without any protest or demur.

vii. That the Occupation Certificate for the apartment in question was granted by the competent authorities on 09.09.2024 after due verification and inspection. It is submitted that the apartment was ready and the respondent company herein vide letter dated 10.09.2024 offered possession to the complainant and requested the complainant to remit the outstanding amount towards the remaining

basic sale price, taxes, cess, stamp duty charges etc on or before 10.10.2024.

viii. That post clearance of all the dues and after the handover tour, after inspecting the common facilities and services provided in the project and ensuring that the same are in accordance with the plans and specifications that have been agreed under the BBA, the answering respondent has handed over the possession of the apartment in question to the complainant on 05.12.2024.

ix. That the possession of the apartment in question was duly handed over to the complainant in December 2024 and the same was accepted by her without any protest or demur and no objection was ever raised by the complainant at any point of time.

x. That the answering respondent, subsequent to the handover of possession of the apartment in question, on multiple occasions requested the complainant to come forward for execution and registration of the conveyance deed in terms of the agreement for sale and applicable law, while clearly informing the complainant that the payment of applicable stamp duty and registration charges, as per statutory requirements, was to be borne and paid by the complainant, however despite such requests and the readiness and willingness of the answering respondent to facilitate the process, the complainant failed and neglected to complete the execution and registration of the conveyance deed, for reasons solely attributable to her own defaults.

xi. That the answering respondent vide email dated 08.04.2025 informed the complainant that the queries raised regarding the clauses of the proposed conveyance deed for the apartment in M3M Heights were duly examined and clarified, further highlighting that the said terms had already been reviewed and accepted by the complainant at the

time of application and execution of the agreement for sale, that any aspect relating to additional FAR would be subject to applicable laws and mandatory approvals from the competent authorities including DTCP and RERA, that the clauses of the conveyance deed were lawful, enabling in nature and did not permit bypassing of statutory approvals, that none of the terms prejudiced the complainant's rights or ownership in the unit or the project, and accordingly requested the complainant to come forward for execution and registration of the conveyance deed.

xii. That in view of the booking and commitment to make timely payments, the respondent company vide acknowledgement letter dated 14.07.2022 offered the complainant a monthly discount/ rebate amount/pre-handover amount to provide the complainant with the comfort of the answering respondent's commitment. It is submitted that as per the terms of the letter, the respondent company was to pay the following discount/rebate subject to the terms and conditions in the acknowledgment letter that the complainant should not be in default of his obligations of making payments. It was agreed between the parties that the accumulated discount /rebate/pre-handover shall be adjusted from the demand payable on application of grant of Occupation Certificate of the unit. The respondent company applied for the grant of occupation certificate vide application dated 01.03.2024 (the aforesaid date is duly reflected in Occupation Certificate dated 09.09.2024). In compliance of its obligations under the terms of the acknowledgment letter dated 14.07.2022, the respondent company duly paid the accumulated discount/rebate/pre-handover amount to the complainant and adjusted/credited the same into the account of the complainant on 01.04.2024.

xiii. That the obligation to pay the discount/rebate amount was only up to the date of application for the Occupation Certificate, i.e., 01.03.2024, and not beyond the said date. It is submitted that the application dated 01.03.2024 was never rejected by the DTCP, Haryana. The Occupation Certificate dated 09.09.2024 was granted on the very same application after following due process and verification of all requisite aspects.

xiv. That the building plan of the project was revised vide DTCP Memo No. ZP-1147-Vol-II/JD(RA)/2022/37914 dated 16.12.2022 by the competent authorities, after obtaining all mandatory statutory permissions, including approval from the Directorate of Town and Country Planning, Haryana. The said revision was carried out in full compliance with the applicable laws and after following due process of law. The fact that the respondent had submitted the consent of 2/3rd allottees has duly been recorded in proceedings dated 02.02.2023, copy whereof is already marked with the complaint at its page no. 78-81. That in compliance of directions by the RERA Authority vide order dated 02.02.2023, the respondent duly issued public notices. That in effect, objections, if any can be raised within 7 days form the publication. The complainant has miserably failed to raise any objection within the stipulated time period. This Authority, after conducting due inquiry and upon being satisfied that all requisite compliances under the RERA Act and the Rules made thereunder had been duly fulfilled by the respondent company, issued the registration certificate dated 02.02.2023. Accordingly, the previous RERA Registration dated 1 of 2017 dated 14.06.2017 was subsumed by registration certificate no. 32 of 2023 dated 02.02.2023. That the complainant shall not allowed to raise claims without any substantial proof at the belated stage.

xv. That the buyer's agreement was duly executed between the parties on 10.06.2022 and, as such, both parties are legally bound by the terms and conditions mentioned therein. The said agreement was duly acknowledged by the complainant after properly understanding each and every clause contained therein. The complainant was neither forced nor induced nor influenced by the answering respondent to execute the said agreement and voluntarily signed the buyer's agreement with full knowledge of its contents, legal implications and consequences, of her own free will and consent.

xvi. That the apprehensions raised by the complainant regarding FAR and future development are hypothetical, misconceived and devoid of any factual basis, as any development or revision, if at all, can only be undertaken strictly in accordance with sanctioned plans and after obtaining mandatory approvals from the competent authorities including DTCP and RERA, and no unilateral or illegal act has been done by the answering respondent.

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 submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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 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.*

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.

F. Findings on the relief sought by the complainant.

F.I Provide fresh and certified super area, FAR and density calculations and to refund the differential amount arising from FAR enhancement.

12. The complainant has submitted that as per sanctioned plans, residential FAR was 144,121.63 sq. m (before 16 Dec 2022 pre-FAR increase period). This was further revised to 158,046.12 (after 16 Dec 2022 – post- FAR-approval). This resulted in increase of 9.66% in residential FAR. Due to the FAR increase, while the composite built-up area increased, the complainant's super area was not proportionately reduced (while the total built up area of complainant remained same pre & post-FAR). Respondent did no recalculation of super built-up area

for existing buyers, leading to inflated maintenance and utility charges. The respondent has submitted that the building plan of the project was revised vide DTCP Memo No. ZP-1147-Vol-II/JD(RA)/2022/37914 dated 16.12.2022 by the competent authorities, after obtaining all mandatory statutory permissions, including approval from the Directorate of Town and Country Planning, Haryana. The said revision was carried out in full compliance with the applicable laws and after following due process of law. The fact that the respondent had submitted the consent of 2/3rd allottees has duly been recorded in proceedings dated 02.02.2023. The said revision did not in any manner affect the complainant's apartment, her rights, title or interest, nor did it result in any material alteration contrary to the buyer's agreement.

13. The Authority observes that as per the buyer's agreement executed between the parties on 10.06.2022, the sale consideration against the unit in question is based on the carpet area and not on super area as evident from Clause 1.2, Clause 1.8, and Schedule D of the buyer's agreement. The respondent vide its reply has admitted the fact that the carpet area of the apartment remains unchanged even after the receipt of the Occupation Certificate and, therefore, there is no impact whatsoever on the sale consideration of the apartment. Accordingly, the relief sought by the complainant in this regard is declined being devoid of merits. As far as the issue regarding information of fresh and certified super area, FAR and density calculations, it is observed that as per Section 19(1) of the Act, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in the Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Further, as per Section

11(4)(a) of the Act, 2016, the promoter is responsible for all obligations, responsibilities and functions under the provisions of the Act or rules and regulations made thereunder or the agreement for sale. Therefore, in view of the above, the respondent/promoter is directed to provide specifications regarding the above to the complainant within a period of 30 days from the date of this order.

F.II Payment of pending rebate under comfort letter dated 14.07.2022.

F.III Refund of excess amount received on account of GST due to pre-mature demands.

14. The complainant has submitted that the respondent issued a comfort letter on 14.07.2022 committing to two rebate eligibility periods linked to construction milestones (Commitment Period I & II). Comfort Letter dated 14.07.2022 assured continuous rebate until the application of OC. However, rebates were prematurely stopped in February 2024, OC was legally applied only in August 2024, and OC was actually issued only on 09 September 2024. The complainant has further submitted that due to pre-mature OC-linked demands raised consequence of respondent's non-payment of Rs.7.26Lakh contractual rebate, the complainant was burdened with additional GST. Had the contractual rebate duly given effect to, the corresponding GST incidence on the effective purchase consideration would also have been lower by approx. Rs.36,300/-. The respondent has submitted that as per the terms of the letter dated 14.07.2022, the accumulated discount /rebate/pre-handover shall be adjusted from the demand payable on application of grant of Occupation Certificate of the unit. The respondent company applied for the grant of occupation certificate vide application dated 01.03.2024. In compliance of its obligations under the terms of the acknowledgment letter dated 14.07.2022, the respondent company duly paid the accumulated discount/rebate/pre-handover amount to the complainant and

adjusted/credited the same into the account of the complainant on 01.04.2024. The obligation to pay the discount/rebate amount was only up to the date of application for the Occupation Certificate, i.e., 01.03.2024, and not beyond the said date. It is submitted that the application dated 01.03.2024 was never rejected by the DTCP, Haryana. The Occupation Certificate dated 09.09.2024 was granted on the very same application after following due process and verification of all requisite aspects.

15. After considering the documents available on record as well as submissions made by the parties, it is observed that as per the letter dated 14.07.2022, the respondent was obligated to pay the agreed amount on account of pre-handover amount till the application for grant of OC of the unit and the said discount/rebate shall be adjusted from the demand payable on application of OC of the unit. The respondent vide its reply has submitted that it has applied for the grant of occupation certificate vide application dated 01.03.2024 and the aforesaid date is duly reflected in Occupation Certificate dated 09.09.2024. Further, the respondent in compliance of its obligations under the terms of the letter dated 14.07.2022, has duly adjusted/credited the accumulated pre-handover amount into the account of the complainant on 01.04.2024 as evident from the customer ledger annexed with reply. In view of the aforesaid facts and the documents available on record, it is held that the respondent has discharged its obligation in terms of the letter dated 14.07.2022 with respect to payment/adjustment of the agreed pre-handover discount/rebate. Accordingly, the relief sought by the complainant towards payment of the pre-handover amount is declined. Consequently, the consequential relief sought by complainant

regarding refund of excess amount received on account of GST due to pre-mature demands becomes redundant.

F.IV Remove illegal and one-sided clauses of BBA and conveyance deed.

16. The complainant has submitted that there are several clauses available in the buyer's agreement and draft conveyance deed sent for execution which are one sided and illegal and sought removal of such clauses. The Authority observes that the complainant voluntarily executed the buyer's agreement in respect of the subject unit on 10.06.2022 and did not raise any objection with regard to the terms and conditions thereof prior to or at the time of its execution. The complainant has further taken possession of the subject unit on 05.12.2024 in terms of the said agreement. Accordingly, any challenge to the terms and conditions of the buyer's agreement, having been raised at this belated stage, cannot be entertained.

17. However, insofar as the grievance pertaining to the alleged unilateral and one-sided clauses incorporated in the draft Conveyance Deed is concerned, the Authority observes that the Hon'ble Supreme Court in the matter of *Pioneer Urban Land & Infrastructure Ltd. Vs. Govindan Raghavan* held that a term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The same was also reaffirmed by the Hon'ble Supreme Court in *IREO Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors.* The complainant has invested her hard-earned money in the subject property, and the promoter has already derived the corresponding benefits therefrom. At this stage, the complainant is entitled to have her title in the subject unit duly perfected through execution and registration of the Conveyance Deed. Execution of the Conveyance Deed constitutes a statutory right of the allottee and a

corresponding obligation of the promoter under the Act of 2016. The object and purpose of the Act of 2016 is, inter alia, to regulate the real estate sector, safeguard the interests of allottees, and protect them against unfair or exploitative practices arising from the dominant position of promoters/developers. In this regard, Section 11(4)(f) read with Section 17(1) of the Act of 2016 casts an obligation upon the promoter to execute and register the conveyance deed in favour of the allottee in accordance with law. Correspondingly, Section 19(11) of the Act of 2016 casts an obligation upon the allottee to participate in the registration of the conveyance deed in respect of the apartment. It is further observed that possession of the subject unit had been offered to the complainant after obtaining the requisite Occupation Certificate on 09.09.2024, and possession thereof was subsequently taken by the complainant on 05.12.2024. Consequently, the promoter is under an obligation to complete the process of conveyance and perfect the title of the complainant in accordance with the provisions of the Act of 2016. Accordingly, the respondent/promoter is directed to delete/remove from the draft Conveyance Deed all such unilateral, one-sided, or otherwise impermissible clauses which do not form part of the buyer's agreement, and thereafter execute and register the Conveyance Deed in respect of the allotted apartment in favour of the complainant in accordance with Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

F.V Declare attempts to reduce Defect Liability Period from 5 years to one year as illegal.

18. The Authority observes that as per Section 14(3) of the Act, the promoter is obligated to rectify any structural defect or any other defect in workmanship, quality or provision of services or any other

obligations of the promoter as per the agreement for sale relating to such development within a period of thirty days, which have been brought to its knowledge within five years from the date of handing over of possession. Accordingly, the respondent/promoter shall remain bound by and comply with the provisions of Section 14 of the Act, 2016, notwithstanding anything contrary contained in, or any document executed between the parties.

F.VI Litigation cost, compensation for illegal and coercive conduct of respondent, pay interest on loan availed from Bank to honor pre-mature demand, rectify and replace defective AC installations.

19. The complainant is seeking above mentioned relief w.r.t compensation. ***Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*** has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of compensation.

G. Directions of the authority

20. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

i. The respondent is directed to provide specifications regarding super area, FAR and density calculations to the complainant within a period of 30 days from the date of this order.

ii. The respondent is directed to delete/remove from the draft Conveyance Deed all such unilateral, one-sided, or otherwise impermissible clauses which do not form part of the buyer's agreement, and thereafter execute and register the Conveyance Deed in respect of the allotted apartment in favour of the complainant in accordance with Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

iii. The respondent shall remain bound by and comply with the provisions of Section 14 of the Act, 2016, notwithstanding anything contrary contained in, or any document executed between the parties.

21. Complaint stands disposed of.

22. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026