HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision	02.11.2026

Name of the Builder	UTTIRNA INFRAPROJECTS PRIVATE LIMITED		
Project Name	M3M CITY OF DREAMS II, SECTOR-36-39, DISTRICT PANIPAT, HARYANA.		
Sr. no.	**Complaint no.**	**Title of the case**	**Appearance on behalf of complainant**	**Appearance on behalf of respondent**
1.	**1089 of 2025**	U digital Communications Pvt. Ltd. vs. 1. Uttirna Infra projects Private Ltd. 2. Department of Town and Country Planning, Haryana. 3.Haryana State Pollution Control Board	Adv. Navraj Singh, counsel for the complainants.	Adv. Tanya, counsel for the respondent through VC
2.	**1415 of 2025**	M/s Arosin Realities Pvt. Ltd. vs. 1. Uttirna Infra projects Private Ltd. 2. Department of Town and Country Planning, Haryana. 3.Haryana State Pollution Control Board	Adv. Navraj Singh, counsel for the complainants.	Adv. Tanya, counsel for the respondent through VC

ORDER(NADIM AKHTAR-MEMBER)

1. This order shall dispose off both the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred Complaint No. 1089 of 2025 and the other captioned complaint are allottees in the project namely; "M3M City of Dreams II", Scetor-36-39, Panipatbeing developed by the same respondent/ promoter, i.e., Uttirna Infraprojects Pvt. Ltd. The fulcrum of the issue involved in the both complaints pertains to cancellation of the allotted plot and restore the allotment of subject plot in favour of complainant.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, the details of 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 table:

S.No.	Particulars	Complaint no. 1089 of 2025	Complaint no. 1415 of 2025
1.	Plot No. allotted	D-01/22	D-01/21
2.	Plot area	239.20 Sq. yards	239.20 Sq. yards
3.	Date of allotment	20.02.2024	21.02.2024
4.	Date of Builder Buyer Agreement	05.04.2024	05.04.2024
5.	Due date of offer of possession	Year 2031	Year 2031
6.	Possession clause in BBA	*7.1 Schedule for Possession of the said Residential Plot:* *(ii) The developer proposes to hand over possession of the residential Plot on or before 30.09.2031 or such extended time as per the Act/Rules for residential usage as agreed terms and conditions unless there side lay due to "Force Majeure Event", affecting the regular development of the Project. If, the development of the Project is delayed due to the above conditions, then the allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of*	*7.1 Schedule for Possession of the said Residential Plot:* *(ii) The developer proposes to hand over possession of the residential Plot on or before 30.09.2031 or such extended time as per the Act/Rules for residential usage as agreed terms and conditions unless there side lay due to "Force Majeure Event", affecting the regular development of the Project. If, the development of the Project is delayed due to the above conditions, then the allottee agrees that the Developer shall be entitled to the extension of time for*

		the residential Plot."	*delivery of possession of the residential Plot."*
7.	Total sale consideration	₹1,93,99,280/-	₹1,93,99,280/-
8.	Amount paid by complainant	₹57,74,384/-	₹1,19,53,641/-
9.	Offer of Possession	06.02.2025	06.02.2025
10.	Cancellation letter	21.06.2025	21.06.2025
11.	Third party rights created	In favour of: M/sKWH Estate On 06.07.2025	In favour of: M/s KWH Estate On 06.07.2025

B. COMPLAINT NO. 1089 OF 2025 IS TAKEN AS LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:

4. Complainant made following submissions in his complaint dated 18.07.2025, which are as under:

i. That the complainant booked a plot in project namely "M3M City of Dreams-II" being developed by the respondent no. 1, M/s Uttirna Infraprojects Pvt Ltd. at Village Kabri and Village TarafInsar, Sector 36-39, Panipat, Haryana and had paid a sum of ₹10,00,000/- as booking amount against the said plot. The total consideration for the plot was agreed at ₹1,93,99,280/-.That the said project is registered with this Hon'ble Authority under registration No. HRERA-PKL-PNP- 523-2023 dated 06.12.2023.

ii. That allotment letter dated 20.02.2024 was issued in favour of complainant by the respondent no.1 by allotting Plot No. D-01/22,

admeasuring 200 sq. mtrs./ 239.20 sq. yds. Copy of the Allotment letter dated 20.02.2024 is annexed as Annexure C-1.

iii. That the complainant had earlier received a Pre-Cancellation notice dated 03.04.2024 from the respondent no.1 demanding therein a sum of ₹38,36,700/- stating the same being due towards the respondent no.1 in terms and conditions of the allotment letter. Copy the Pre- cancellation notice dated 03.04.2024 is annexed as Annexure C-2.

iv. That subsequently Builder Buyer's Agreement (BBA) was duly executed between the parties on 05.04.2024, and in accordance with the Schedule of Payments outlined therein (Schedule III), the complainant paid a total sum of ₹57,74,385/-, constituting 29.77% of the total sale consideration. Thus, complainant strictly adhered to the agreed payment terms. Copy of the BBA is annexed as Annexure C-3.

v. That on 06.02.2025, the Respondent no.1 issued a Possession Offer Letter claiming completion of the project and called upon the complainant to pay the balance dues before taking possession. Said letter is annexed as Annexure C-4. That the complainant upon receipt of the letter above, enquired multiple times with the respondent no.1 telephonically and requested them to provide the

Completion Certificate (CC) as well as the Occupation Certificate (OC) since the respondent no.1 has stated that the project stands completed.

vi. However, rather than replying to the query of the complainant the respondent no.1 issued a Pre- Cancellation Notice dated 24.03.2025, which is annexed as Annexure C-5, alleging non-payment of dues, despite the complainant compliance with the payment schedule.

vii. That the complainant vide email dated 30.04.2025, annexed as Annexure C-6 requested the respondent no.1 to provide the Completion Certificate for the project as possession has been offered vide Possession letter dated 06.02.2025. Respondent no.1 in response to email dated 30.04.2025, addressed e-mail dated 30.04.2025, which is annexed Annexure C-7 stating therein that all roads are motorable, STP and WTP are operational, streetlights are placed and workable, parks are ready. However, no response to the query of the complainant regarding Completion Certificate was provided.

viii. That the complainant again vide email dated 01.05.2025, annexed as Annexure C-8 wrote a detailed representation to the respondent no.1 citing various clauses of the Builder Buyer's Agreement,

Sections 11(4) and Section 17 of the RERA Act and also again requested to provide Completion Certificate for the project in question, which is a pre- requisite in terms of Section 11 (4) (a) & (b) and Section 17. Complainant further requested the respondent no.1 a 30-day resolution period as mentioned in clause 35 of the builder Buyer's Agreement at page no. 35 dated 05.04.2025.

ix. That in response to the e-mail dated 01.05.2025, the respondent no.1 vide e-mail dated 07.05.2025 citied clause 7.2 (A) of the Model Agreement of HARERA Rules, 2017 claiming that as per the said clause no completion certificate is required to be obtained by the respondent no.1 and that no such condition has been imposed upon the respondent no.1 by HRERA while issuing the registration number qua the project in question. Copy of the e-mail dated 07.05.2025 is annexed Annexure C-9.

x. That the respondent no.1 promoter again vide letter dated 13.05.2025 annexed as Annexure C-10, rather than providing the Completion Certificates (CC) and Occupation Certificate (OC), issued a reminder to the Possession Letter dated 06.02.2025, annexed as Annexure C-4 and threatened to levy interest @11.10% citing the Clause as mentioned in the buyer's agreement

unless the complainant remits a sum of ₹1,36,82,447/- within 7 days, i.e., by 20.05.2025.

xi. That thereafter reminders qua the dues were sent to the complainant by the respondent No.1 vide e-mail dated 19.05.2025 and 30.05.2025 which are annexed as Annexure C-11 and C-12 respectively.

xii. That the respondent no.1 rather than clarifying the status of the completion certificate qua the project in question, issued a letter of Cancellation of Plot dated 21.06.2025, copy of the Cancellation Letter is annexed Annexure C-13.

xiii. That in response of receipt of Cancellation letter dated 21.06.2025 the complainant vide e-mail dated 24.06.2025 brought to the attention of the respondent no.1, Schedule III of the Builder Buyer's Agreement, wherein the remaining 70.33% of the sale consideration was to be made on the day of Offer of Possession. The Offer so made by the respondent no.1 i.e., dated 06.02.2025 is an illegal and invalid Offer of Possession since at the day of offer, the respondent no.1 company neither had a Completion Certificate (CC) nor a Occupation Certificate (OC) which directly contravenes Sections 11(4) and 17 of the RERA Act, 2016 and

hence the said cancellation is an illegal and invalid. Copy of the e-mail dated 24.06.2025 is annexed Annexure C-14.

xiv. The Respondentno.1's failure to obtain and supply the OC makes the offer of possession dated 06.02.2025 legally untenable.

xv. That in complete disregard of the above statutory requirements and the requests raised by the complainant, the respondent no.1 on 21.06.2025 has wrongfully, illegally and arbitrarily cancelled the allotment in favour of the complainant/allottee of Plot bearing no. D-01/22.

xvi. That the Respondent No.1 continues to treat the letter of possession dated 06.02.2025 as a valid and binding offer of possession, despite not furnishing Completion or Occupation Certificates. Moreover, the quarterly update published by the Respondent no.1 on the official HRERA website clearly reflects that the construction status of the project as on 11.04.2025 is only 59.27% of the total project cost, making the claim of project completion factually incorrect and misleading. A copy of the HRERA website update is annexed as Annexure C-15.

xvii. That to further substantiate the actual state of affairs at the project site, the complainant has also clicked latest photographs and made videos of the site which completely refutes and debunks the claim

of completion of the project by the respondent no.1 in letter dated 06.02.2025 offering possession of the site and shows clearly the incomplete nature of construction. Copies of the Photographs and pen-drive containing the video recordings are appended as Annexure C-16 and C-17 respectively.

xviii. That perusal of the Annexure C-16 and C-17 further reveal various violations of the rules and regulations so applicable to the site/project such as Rule 16 of Haryana Development and Regulation of Urban Areas Rules, 1976. This failure is in violation of Section 19(1) and 19(2) of the RERA Act, 2016 and various rules and regulations under the Haryana Development and Regulation of Urban Areas Act, 1975, thereby rendering the project incomplete and unfit for lawful possession or handover.

xix. That in terms of clause 7.3.3 of the Builders Buyer Agreement, a lesser penalty of ₹100 per sq. yds of Plot Area can be imposed as holding charges till taking over of possession, has been provided to the respondent no.1 to impose upon the complainant rather than opting for the much harsher penalty of cancellation which should in the interest of justice be a last resort. Moreover, the respondent no.1 even has an option under Clause 24.1 of the BBA at page no.32 of the agreement to even waive the breach of an allottee in

not making payments as per the Payment Plan, but in the present case the respondent no.1 has straightway opted for cancellation of the plot despite have two more remedies available to him.

xx. That the respondent no.1 has also remitted a sum of ₹37,76,905/-, to the complainant on 08.07.2025, in an attempt to completely defeat the right of the complainant over the Plot in dispute and further enable the respondent no.1 to resale the Plot in dispute to a stranger causing grave prejudice to the rights of the complainant. That the complainant in response to the unauthorized transaction addressed an e-mail dated 12.07.2015, annexed as Annexure C-21, objecting to the same and that the complainant also brought to the notice of the respondent no.1 the provisions of the RERA Act specifically Section 4 (a) & (b) and Section 17.

C. RELIEFS SOUGHT

5. Complainant has sought following relief :

i. Declare the Letter of Possession dated 06.02.2025 Annexure C-4 as null and void, being illegal and pre-mature.

ii. Direct the Respondent No.1 to set aside the wrongful, illegal, and arbitrary cancellation of Plot bearing D 01/22 allotted complainant, and restore the allotment in favour of the

complainant along with all consequential rights qua the Plot in dispute.

iii. **In the alternative**, if the above relief cannot be granted under law, direct the Respondent No.1 to offer an alternate plot of equal value and price within the same project, on terms and conditions no less favourable than those originally agreed with the complainant.

iv. Restrain the Respondent No.1 from creating any third-party rights or interest in the said Plot No. D 01/22 during the pendency of the present complaint;

v. In the interim direct the respondent no.1 to maintain status quo in respect of Plot No. D 01/22 as it was on 05.02.2025 till the pendency of the present complaint.

vi. Direct the Respondent No.1 to issue a valid offer of possession only upon obtaining and providing to the complainant the requisite Completion Certificate and Occupation grant Certificate, and to the Complainant/allottee a statutory period of 60 days from such valid offer of possession for clearance of any outstanding dues in accordance with Section 19(10) of the Act;

vii. Direct the Respondent No.1 to pay interest for the period of delay in offering valid possession of the said plot-calculated from 06.02.2025 (the date of the illegal offer of possession) until the

actual date of lawful and valid possession—as per Section 18 of the Real Estate (Regulation and Development) Act, 2016;

viii. Declare any interest levied by the Respondent No.1 on the complainant as illegal and direct the Respondent No.1 to waive such interest and further restrain the Respondent from levying any future interest or penalty till such time as the Completion and Occupation Certificates are duly issued and provided to the complainant;

ix. Direct the Respondent No.1 to provide copies of all necessary statutoryNOCS from competent authorities, including but not limited to:

Environmental Clearance (CTE and CTO),
Haryana Pollution Control Board NOC (CTE and CTO),
Water and Sewerage Connection NOC,
Haryana Electricity Board NOC
Electricity Transmission Board NOC (particularly in relation to high-tension wires),
Ground Water Extraction NOC (CTE and CTO), and file an Affidavit of Compliance confirming the same;

x. Direct the Haryana State Pollution Control Board (Respondent No.3) and DTCP (Respondent No.2) to initiate proceedings or action against the promoter under applicable environmental and urban planning laws for development to Operate (CTO), and

without obtaining Consent construction in violation of buffer zones under the Haryana Building Code, 2017, in case the promoter is found to be in violation of the aforementioned laws/bye-laws.

xi. Direct the Respondent No.1 to upload complete and timely construction progress reports, stage-wise updates, and the HRERA portal as compliance documents on mandated under law.

xii. Direct the respondent no.1 to further pay litigation charges of ₹70,000/-to the complainant.

xiii. The complainant further prays to the Hon'ble Authority to consider initiating appropriate penal and criminal proceedings under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016-particularly under Sections 59, 60, 61, 63, and 66-against the Respondent No.1 for:

Offering possession illegally without obtaining Completion and Occupation Certificates,

Failing to provide mandatory statutory NOCS,

Misleading the Complainant regarding the project status,

Arbitrarily cancelling the allotment despite adherence to the payment schedule,

Attempting to unilaterally refund and resell the plot in contravention of the Act,

And for other continuing breaches of statutory obligations.

xiv. Direct the District Town Planner (DTP) and/or Environmental authorities for site inspection, and to initiate proceedings for cancellation or suspension of the project registration if violations of statutory provisions under the RERA Act, the Haryana Development and Regulation of Urban Areas Act, and environmental laws are found at site/project.

xv. Pass such other or further order(s), direction(s), or reliefs as this Hon'ble Authority may deem fit and proper in the interest of justice, equity and fair play.

D. REPLY ON BEHALF OF RESPONDENT NO.1

6. Respondent no.1 had made following submissions in reply dated 31.10.2025 which are as follows:

i. That the complainant after conducting its own due diligence and being fully satisfied with the details of the real estate project in question, approached the Respondent No. 1 seeking allotment of a residential plot in a project known in the name and style of "M3M City of Dreams II" being developed by the Respondent No. 1 in the revenue estate of village Kabri and village PanipatTarafInsar, Sector 36-39, Panipat, Haryana (the "Project") vide Application

Form. A copy of the Application From is annexed as Annexure R1.

ii. That in furtherance of the assurances by the complainant to abide by the terms of allotment, the answering Respondent provisionally allotted a tentative plot no. D-01/22 to the complainant vide Allotment Letter dated 20.02.2024. The complainant willingly opted for payment plan annexed with the said Allotment Letter. A copy of the allotment letter dated 20.02.2024 is annexed as Annexure R2.

iii. Thereafter, the Agreement for Sale was executed between the Parties on 05.04.2024 for the Plot admeasuring 200 sq. mtrs., having total consideration value of ₹1,93,99,280/- plus other charges. A copy of the Agreement for Sale is annexed as Annexure R3. That in terms of clause M of the Agreement for Sale, agreement is binding between the Parties and was executed after due consideration of all the terms and conditions therein and after an independent judgment and investigation of the Plot as well as the Project.

iv. That furthermore, a perusal clause 2.4, 5 and 7 of the said bilateral Agreement for Sale reveals that the complainant was obligated to make the timely and due payment as per the terms of the Payment

Plan. On the other hand, the Answering Respondent had to handover the possession, in accordance with the terms of the Agreement for Sale only. It is of grave essence to note that there has been no dispute/grievance etc., of any nature whatsoever, against the terms and conditions of the Agreement for Sale. That the agreed payment plan between the parties was 'Time Linked Payment Pan' and not 'Construction linked', as evident from the fixed time frames for payment under the said plan. Hence, regardless of the status of construction of the Plot in question or the Project in general, the complainant is bound to adhere to the terms of the said Time Linked Plan, which has never been challenged by the complainant. That in accordance with the same, the following demands were made by the Respondent. The complainant has, till date, failed to make the complete payment as per the said payment plan. A tabular representation of the reminders sent is produced herein under for kind perusal of the Hon'ble Authority:

Particulars	Date	Amount in ₹
Reminder email	15.02.2025	
Pre-Cancellation Notice	24.03.2025	1,38,56,991.09/-
Reminder email	27.03.2025	
Reminder email	29.03.2025	
Pre-Cancellation Notice	03.04.2024	38,51,526.48/-
Reminder email	19.04.2025	

Last and final opportunity	10.05.2025	1,40,60,878.30/-
Reminder	13.05.2025	1,36,82,447.00/-
Reminder email	19.05.2025	
Reminder email	30.05.2025	
Cancellation Notice	21.06.2025	

Copy of reminders sent to the Complainant are annexed as Annexure R4 (Colly).

v. That the Respondent duly offered possession of the plot to the complainant herein on 06.02.2025. A copy of offer of possession dated 06.02.2025 is annexed as Annexure R5. That the continuous and willing defaults on part of the complainant constrained the answering Respondent to issue a Last and Final Opportunity letter dated 10.05.2025. That the said Last and Final Opportunity letter categorically noted that if the complainant failed to remit the overdue payments along with applicable interest within 07 days from the date of the letter, the answering Respondent would be constrained to cancel the allotment of the complainant without any further notice. This ex-facie shows the defaults on part of the complainant. That at the sake of repetition, it is stated that the default was made under the "Time-Linked Plan" having no relationship with the construction status of the Project.

vi. That the Respondent duly intimated the complainant that due to the continuous defaults of the complainant despite being well aware that timely payment of dues was the essence of the Agreement, the allotment of the Plot has been terminated, vide cancellation notice dated 21.06.2025 and same was conveyed vide email, dated 16.07.2025 as well. That vide various emails the respondent time and again duly informed the complainant that the services on site are available and the complainant is liable to make payment of outstanding dues as per the terms of the Agreement, but to no avail. Copy of cancellation notice dated 21.06.2025 and email correspondences between the complainant and the respondent are annexed as Annexure R6 and Annexure R7 (Colly.).

vii. That the respondent has duly refunded an amount of ₹37,76,905/- to the complainant vide transaction ID. ICIC155205070800301246 dated 08.07.2025. Thus, the right of the Complainant becomes infructuous. That complainant is a chronic defaulter who has time and again failed to abide by the terms of the Agreement, on the other hand, the answering Respondent has been ensuring the fulfilment of its obligation. That even prior to the booking of the Plot by the complainant, the answering Respondent had duly

obtained the zoning plan of the project vide DRG. NO. DGTCP 9836 dated 29.11.2023. That the fact of the receipt of the zoning plan even prior to the booking of the Plot was fully known and understood by the complainant. A copy of the zoning plan is annexed as Annexure R8.

viii. That moreover, while the tentative due date for offer of possession is 30.09.2031 as per clause 7.1(ii) of the Agreement for Sale, subject to force majeure circumstances; however, the answering Respondent has already completed the construction of the Project and applied for the grant of Completion Certificate under Rule 16 of the Haryana Development and Regulation of Urban Areas Rules, 1976, vide letter dated 23. 12. 2024. That even after having applied for the grant of completion certificate, multiple reminders on the payment of demand of offer of possession were given, but to no avail. A copy of the letter for grant of Completion Certificate dated 23.12.2024 is annexed as Annexure R9. That post cancellation of allotment the complainant has no right/interest/title over the Unit. That the third party rights have been created on the Plot in favour of one M/s KWH Estate. That in furtherance to booking request the Respondent herein issued allotment and welcome letter dated 06.07.2025. Thus, the relief sought by the

complainant is infructuous. A copy of allotment letter dated 06.07.2025 is annexed as Annexure R10.

ix. The offer of possession has been made as per the terms of the Agreement for Sale. There was no assurance of any manner whatsoever with respect to handover of the possession of the Plot only after obtaining completion certificate. That the parties are bound by the bilateral agreement entered into, between the parties, willingly and voluntarily. That it is of the essence to note at this stage that the complainant has not challenged any of the terms of the Agreement for Sale, and it is not the case of the complainant that the Agreement for Sale was executed without his consent. Such willing acceptance of the terms of the Agreement further strengthens the binding nature of the same.

x. That in the entire course of the contractual as well as the commercial relationship between the Parties, at no point in time whatsoever, did the Respondent make any assurance or represented that the offer of possession shall be made after the receipt of the completion certificate. The terms and conditions revolving around the possession of the Plot are enumerated under Clause 7.2 1 of the Agreement for Sale. That the aforesaid clause it

is evident that there is no pre-condition of obtaining a completion certificate before offering possession of the Plot has been imposed.

xi. There is no provision requiring the handover of possession only after obtaining completion certificate, neither was any such condition imposed at the time of grant of the HRERA Registration Certificate; rather, Clause 7.2(A) of the Model Agreement of HARERA Rules, 2017 as well as the notification by DTCP categorically notes the non-mandatory nature of grant of completion certificate prior to the handover of possession - this Ld. Authority cannot go beyond its own provisions. That while, the contractual and commercial nature of the relationship between the parties, binds the parties to the terms of the Agreement for Sale, however, without prejudice to the rights of the answering Respondent, it is most humbly submitted that even at the time of the registration of the Project, no such specific condition with respect to handover of the Plot only after the receipt of the completion certificate, was imposed by the Hon'ble Authority. That rather, the Registration Certificate under Clause 4 (vi) notes that the Promoter i.e., the Respondent herein shall adopt and abide by the model agreement for sale as provided in Rule 8 of HRERA Rules dated 28.07.2017. That the Model RERA Agreement under

the HRERA Rules, 2017 provide for clause 7, which encompasses the clauses pertaining to the possession of plot/unit/apartment, as the case maybe. That under the said clause sub-clause 7.2 (A) provides for the procedure of taking possession of the Plot.

xii. That as per the said clause it can be categorically noted that the Builder, i.e., the answering Respondent herein has to offer possession of the Plot upon obtaining the approved demarcation-cum-zoning plan OR (shown as a forward slash (/) in the provision) provision of services by the promoter, completion certificate. The answering Respondent in due compliance as per the said clause has offered possession of the Plot vide offer of possession dated 06.02.2025, i.e., post receipt of Zoning plan dated 29.11.2023.

xiii. That the use of a forward slash thereby showcasing the use of "OR" by the legislature instead of "and" evidences that the intent was to provide flexibility in case of possession being offered for plot and the same can be offered post grant of demarcation cum zoning plan and the same shall hold valid. That at this stage, the practical reality has also to be considered That in case of plotted colony, the builder hands over the plot with services, and it is for the purchaser to further carry the development in accordance with

the applicable rules and land use.That the intent of legislature is amply clear, from the bare perusal of the use of words under the provision 7.2(A) of the Model Agreement.

xiv. That moreover, as far as the offer of possession before the receipt of completion certificate is concerned, it is most vehemently submitted that HUDA vide its notification bearing Memo no. CTP HUDA/DTP (N)/12436- 83 dated 13.11.2007, had noted that possession of the plot be given with zoning. That the intention behind the said notification needs to be considered which notes the point on which, the possession can be handed over is on or after the receipt of the zoning plan.

xv. That additionally, the Department of Town and Country Planning, Haryana vide Memo No. Misc.-826(Loose)/2022/3903 has categorically clarified the stage at which conveyance deed of plots can be executed by the developer, by noting as follows:

In reference to the above referred clarification sought, I have been directed to inform that colonizer can execute the conveyance deed in respect of any plot in residential plotted colonies after obtaining license and approval of layout plan by the Director, Town and Planning, Haryana.

A copy of the DTCP's Memo No. Misc.-826(Loose)/2022/3903 is annexed as Annexure R11.

xvi. That the offer of possession has been made in accordance with the terms of the Agreement for Sale. That neither under the said clause 7, nor under any other clause of the entire Agreement for Sale, has it been agreed that the possession shall be handed over only post receipt of the completion certificate.That all the essential services have been completed in the Project. The following can be noted in this regard:

Zoning plan was received vide DRG. NO. 9836 dated 29.11.2023.

Thereafter, Directorate of Town and Country Planning vide memo no. LC-5003-PA(SK)-2024/10999 dated 28.03.2024 approved the service plan/estimates for the Project.

The Answering Respondent developer has completed the construction of the internal roads.

There is availability of a power substation of 450 KW ensuring the availability of electricity.

The water connection has been received from the concerned department. The lines for the said water connection have been levied by the answering Respondent and there is complete availability of water.

The STP has been developed and is ready for commissioning.

The storm water connection line has been laid down.

It is pertinent to mention herein that the water line, sewage line, STP, have been laid/developed underground and the photographs of the same cannot be attached herewith thus, approvals of the same have been annexed herewith.

xvii. The Plot and the Project were ready to be occupied with all essential services available at side, which is also evident from the pictures annexed as Annexure R12 (Colly.). That approx. 209 allottees have taken possession of their respective plots, out of these 166 approx. allottees have also executed conveyance deed for their respective plots which evidences that the Project is in perfectly habitable condition with all essential services available at site. That a bare perusal of the complaint shows that the only reliance placed by the complainant is on the alleged pictures and videos (never served to the Answering Respondent). The answering Respondent reserves its right to file additional / amended submissions, as and when such alleged video is served. That the said pictures are neither legible and nor reliable. That the said pictures do not, in any manner whatsoever, show the un-inhabitability of the Plot in question. It is of grave importance to note that even in the pictures so annexed, there is not one picture(s) of the actual plot in question, rather of alleged different parts of the entire 219 acre colony, without any reference to the proximity to the plot. That any reference given to the Engineer Certificate cannot be made at this instance, as the same pertains to

the entire colony in question, and not only the plot of the Complainant.

xviii. That as per Section 104 of the Bhartiya Sakshya Adhiniyam, 2023, the onus to prove the allegations put forth, entirely lies on the Complainant and cannot be shifted to the Respondent, in any manner whatsoever. Until this obligation/onus is completely discharged by the Complainant, the Respondent cannot be asked to prove its case against it. That the present Complaint is liable to be dismissed as the allotment of the Complainant has been cancelled due to breach of terms of Agreement as the Complainant is a chronic defaulter who has time and again failed to make payment of outstanding dues. That the Complainant is not entitled to any relief whatsoever and the Complainant is making false contentions to hide its own defaults

xix. It is denied that the complainant upon receipt of the possession letter enquired multiple times with the respondent no I telephonically and requested them to kprovide the Completion Certificate (CC) as well as the Occupation Certificate (OC) since the respondent no. I has stated that the project stands completed. It is denied that rather than replying to the query of the complainant the respondent no. I issued Pre- Cancellation Notice dated

24.03.2025 alleging non-payment of dues despite the complainant's compliance with the payment schedule. That the Answering Respondent raised demand on offer of possession dated 06.02.2025, however, the Complainant failed to make payment of the due instalment and thus, the Respondent was constrained to issue Pre-Cancellation Notice dated 24.03.2025, Last and Final Opportunity dated 10.05.2025 and Reminder dated 13.05.2025, requesting the Complainant to come forward to make payment of due instalment and take possession.

xx. It is denied that vide e-mail dated 30.04.2025, complainant requested the respondent no. 1 to provide to the complainant, completion certificate for the project as possession has been offered vide possession letter dated 06.02.2025. It is denied that the respondent no 1 again vide letter dated 13.05.2025 rather than providing CC and OC issued reminder to take possession and threatened to levy interest @11.10% citing clauses of Agreement. It is denied that reminder vide email dated 19.05.2025 was sent, and rather than clarifying the status of completion certificate, the respondent no. 1 issued cancellation of plot dated 21.06.2025. The contents of email dated 21.06.2025 are false and denied.

xxi. It is denied that as per Section 17, it is the duty of the promoter to first obtain Occupation Certificate (OC) before offering possession of the plots. It is denied that as per Section 19 (10) & (11) impose a duty on the allottee to only take over possession of the plot within two months of the issuance of the Occupation Certificate.

xxii. It is denied that the quarterly update published by the Respondent on the official HRERA website clearly reflects that the construction status of the project on 11.04.2025 is only 59.27% of the total project cost, making the claim of project completion factual incorrect and misleading. It is submitted that QPR being referred by the Complainant pertains to the entire Project, and it cannot be used to determine whether all essential services are available at the Plot or not

xxiii. It is denied that the actual state of affairs at the project site, the complainant has also clicked latest photographs and made videos of the site which completely refutes and debunks the claim of completion of the project by the respondent no 1 in letter dated 06.02.2025 offering possession of the site and shows clearly the incomplete nature of construction.

xxiv. It is denied that perusal of annexure C-16 and C-17 reveals various violations of rules and regulations such as Rule 16 of

Haryana Development and Regulation of Urban Arears Rules, 1976. It is denied that the project violates Clause 3.3 of The Haryana Building Code, 2017, which prohibits construction within 27 meters on either side of High Tension Electrical Lines (HTELs). It is denied that from the Sanctioned Layout Plan and the Respondent's own layout it is evident that public buildings such as a High School, Nursery School, Taxi Stand, Dispensary, Nursing Home, Clubhouse and Residential Plots are being constructed within the prohibited clearance zone.

xxv. It is denied that Respondent No. 1 has further failed to furnish all statutory No Objection Certificates (NOCs) from various competent authorities. That the Respondent obtained all requisite permissions from concerned departments to get approval of the Layout Plan and the same has been duly approved by DTCP. That the competent authority to decide on the sanction of layout plan is DTCP, and this l.d. Authority lacks jurisdiction to deal with validity of layout plan Further, the Answering Respondent has duly marked two passages of 13.5 meters each for the as per applicable law in lieu of the High Tension Electrical Lines.

xxvi. It is denied that in terms of clause 7.3.3 of the Builders Buyer Agreement dated 05.04.2024, a lesser penalty of ₹100 per sq. yds

of Plot Area can be imposed as holding charges till taking over of possession, has been provided to respondent no. 1 to impose upon the complainant/allottee rather than opting for the much harsher penalty of cancellation which should in the interest of justice be a last resort. It is denied that as per clause 24.1 of the BBA the respondent can even waive the breach of an allottee in not making payments as per the Payment Plan, but in the present case the respondent no. I has straightway opted for cancellation of the plot despite have two more remedies available to him.

E. REPLY ON BEHLAF OF RESPONDENT NO.2 AND 3

7. Notices were served to the respondent no.2 and 3 on 24.07.2025 which got successfully delivered on 25.07.2025 and 28.07.2025 respectively. Despite giving four opportunities, the respondent no.2 and 3 failed to submit the replies till date. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.

F. REJOINDER FILED BY THE COMPLAINNAT:

8. Following submissions are made by the complainant in rejoinder dated 13.02.2026 are as follows:

(i) That the dispute at hand is not the terms of the contract between the parties but pertains specifically to the illegal Offer of Possession dated 06.02.2025, and subsequent Cancellation of Plot bearing no. D-01/22, wherein possession of the Plot had been offered without even obtaining a Partial Completion Certificate (PCC) or Completion Certificate (CC) and without providing the promised amenities at site which is in complete contradiction to the settled position of Law and as such the said Letter of Offer of Possession is untenable in the eyes of law. Moreover, the complainant had already deposited a total of ₹57,74,385/- i.e., constituting 29.77% of the total sale consideration despite the Payment Plan (page no.61 of the Complaint) stating only 29.77% of the sale consideration was to be deposited and the remaining 70.33% at time of offer of possession.

(ii) Moreover, the respondent no.1 has heavily relied upon the plea that both the parties are bound by the bilateral agreement between the two, i.e., the Builder Buyer's Agreement and the action so taken by the respondent no.1 of cancellation of the allotment was

in terms of the BBA. However, the respondent no.1 completely overlooks the clause no. 35 of BBA provides a mandatory 30-day dispute resolution period before cancellation. It seems only those provisions of the agreement are followed which favour the respondent no.1 and remaining can be overlooked. The Complainant even invoked this clause in writing on 01.05.2025 vide Annexure C-8. However, the Respondent no.1 rather still went onto cancel the allotment vide notice dated 21.06.2025 violating even its own contract.

(iii) That it is admitted only to the extent that a sum of ₹37,76,905/ was received on 08.07.2025, rest of the contents are incorrectly narrated and denied. That the respondents have wrongly deducted a sum of ₹19,97,480/- while illegally refunding the sale consideration so received by the respondent no.1 till date on account of forfeiture of 10% of the total sale consideration. That the said some of ₹19,97,480/- so wrongly deducted by the respondent no.1 is also over and above the earnest money amount in terms of the Builder Buyer's Agreement clearly showing the complete non-application of mind and malice on part of the respondent no.1 while illegally cancelling the allotment of the complainant.

(iv) That moreover, the claim of the respondent no.1 of the completion of the project in question is demolished by their own admission, i.e., through quarterly updates of the project provided by respondent no.1, wherein it has been clearly stated that the project in question has only been completed to extent of 59.27% as on 11.04.2025 (page 115 of the complaint). As such by the own admission of respondent no.1, the project was incomplete at the time of Offer of Possession i.e., 06.02.2025. That this aspect is further corroborated by the fact that the respondent had applied for the completion certificate for the very time on 23.12.2024 and till date no completion certificate has been received by the respondent no.1 for the present project, which is likely due to the fact that the project suffers from many material deficiencies/violations which are yet to be remedied and that a major portion of it is yet to be completed.

(v) Lastly, the claim of the respondent no.1 that the present complaint is infructuous for the reasons that third party rights qua the plot already stand created is highly misconceived for the reason that the cancellation of the allotment of the complainant is contrary to the settled principle of law, therefore any further exercise/actions so conducted by the respondent no.1 promoter qua the allotted plot of

the complainant also forms part of the same illegal action so done by the respondent no.1 and hence are not binding on the complainant and the same would be set aside as and when the present complaint is allowed in view of the facts and circumstances of the present case.

(vi) Moreover, no contractual agreement/clause of an agreement can have an overriding effect of the applicable laws and the statutory obligations of parties under those laws, reliance is placed upon **Imperial Structures Ltd. v. Anil Patni, (2022) 5 SCC 331**, wherein the Hon'ble Court has held that, Promoter's obligations under RERA are statutory. Any waiver clause in a contract contradicting the statutory duties is invalid. In **Wing Commander Arifur Rahman Khan v. DLF Homes, (2020) 16 SCC 512**, the Hon'ble court held that until valid OC is issued, no legal possession can be offered. Moreover, in the case of **Bharathi Knitting Co. Worldwide, (1996) 4 SCC 704**, the court has held that *"A contract that overrides statutory obligations is void."* As such in view of the aforementioned citations/authorities the plea of the respondent no.1 that no assurances/pre-condition of providing a Completion Certificate (CC) at the time of Offer of Possession

was given in the bilateral agreement dated 05.04.2024 is wrong and against the settled proposition of law.

(vii) That the Government of Haryana vide gazetted notification enacted HRERA Rules, 2017 for better enforcement of the provisions of the RERA Act, 2016 in the State of Haryana. That it is a settled position of law, that if there arises a dispute of interpretation between the provisions of the parent Act, i.e., RERA Act, 2016 and the rules made thereunder, i.e., HRERA Rules, 2017 an attempt should be made to first harmoniously interpret the two provisions and if the same is not possible then it is always the provision of the Parent Act that prevails and would be enforceable. In the present case the respondent no.1 vehemently argues upon the fact that clause 7.2(A) of the Model Agreement provided under the HRERA Rules, 2017 does not make it mandatory for the promoter to obtain a Completion Certificate before Offering Possession of Plot this interpretation by the respondent no.1 is highly misconceived, as firstly the provision itself has made it mandatory for the promoter to get achieve two objectives before Offering Possession of the Plot i.e.,

(i) a promoter should have demarcation-cum-zoning plan/provisions of services by the colonizer/promoter, and

(ii) a promoter should obtain a duly Certifying/Partial Completion Certificate

As such the interpretation of the respondent no.1 promoter that it has to obtain only one of the above four objectives is hence wrong.

Secondly, assuming the sake of argument but not conceding thereto the interpretation by the respondent no.1 is assumed to be correct even in to fulfil all his that scenario the promoter still has duties/obligation and has too also abide by the provisions of the parent Act i.e., RERA Act, 2016 specifically Section 11(4) (a) & (b) and Section 17, which makes it mandatory for the promoter to obtain a Completion Certificate before handing over the physical possession of the plot.

(viii)Moreover, the reliance of memo so issued by the Department of Town and Country Planning, Haryana is concerned, the same cannot exempt the promoter from obtaining a completion certificate under the RERA Act. Reliance is placed on **Charanjit Singh versus Punjab Urban Planning and Development Authority** in Complaint no. GC-0060 of 2021 decided by RERA Punjab, wherein the Hon'ble Bench has held, that the promoter is not exempted from obtaining a Completion Certificate under the Real Estate (Development & Regulation) Act, 2016, even if

exempted under other state laws. That in the case at hand the respondent no. 1 is merely placing reliance on a Memo issued by the DTCP, Haryana and not a State Law as such even the said pleas deserves to be rejected having no merit.

(ix) That so far the contents of the letter so issued by the DTCP is concerned the same is an administerial communication between two autonomous bodies and is not backed by any rule of law such as Section 17 of the RERA Act, 2016 which clearly states that the promoter shall execute the conveyance deed in favour of the allottee only after obtaining the occupancy certificate. Moreover, it is settled principle of laws no administerial orders/communication can overriding effect over the legislative enactments as the same would result in the overlapping of jurisdiction by the executive into the jurisdiction of the legislature which is constitutionally impermissible Hence, the said contention of the respondent no.1 promoter that the said letter grants the promoter the right to execute conveyance deed immediately after issue of licenses and approval of layout plans holds no merits and deserves to be rejected.

(x) Furthermore, **Rule 16, Haryana Development Regulation of Urban Areas Rules, 1976**: makes Completion Certificate

mandatory before occupation. **HUDA Memo No. CTPHUDA/DTP(N)/12436-83 dated 13.11.2007**: also states that Possession with zoning is not a substitute for OC/CC in plotted colonies and **Notification No. Misc-451/7/1/2001- 2TCP dated 21.08.2007** "Issued by TCP Haryana: states no part of colony can be occupied unless Completion Certificate is obtained." As such the respondent no.1 promotor offering possession without OC/CC and misrepresenting completion status, has violated **Section 12 (Liability for false representation).**

"Section 12 of the RERA Act makes the promoter liable for any false statement or misleading representation made while offering possession or marketing the project."

That the respondent no.1 claims to have laid down all the essential services and has further stated the same to be operational, but in terms of the information so procured from the respondent no.3 Haryana Pollution Board under RTI, it reveals that till date only consent to establish has been obtained by the respondent no.1 for the STP and no consent to operated has been obtained. As such even the claim of all essential services being available and functional at the time of offer of possession also stands

demolished. Copy of the reply by the respondent no.3 is annexed as Annexure C-22.

(xi) That as per Section 11 and 17 of the RERA Act, the onus lies on the promoter to show that all statutory conditions for lawful possession were met. Moreover, the photographs and the video so provided by the complainant are completely relevant and necessary for the proper adjudication of the present complainant as the same showcases all the amenities which were promised and are to be provided by the respondent no.1 promotor in terms of the Builder Buyer Agreement. That most of these photographs Annexures C-16 pertain to the essential services that the promotor boldly claims to have completed however perusal of the same shows otherwise.

(xii) That complainant has also filed written submissions dated 27.07.2026 mentioning the same submissions as contained in complaint and reply. So they are not mentioned for the sake of brevity and repetition.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

9. Ld. counsel for complainant and respondent reiterated the facts of the complaint and reply respectively. Ld. counsel for respondent

additionally submitted that completion certificate has been received by the respondent on 16.10.2026.

H. ISSUE FOR ADJUDICATION

10. Whether the complainant is entitled for the reliefs claimed as per RERA, Act of 2016?

I. OBSERVATION OF THE AUTHORITY

11. After considering the facts and submissions of both parties, it is an admitted fact that complainant booked a plot in the real estate project, "M3M City of Dreams II" being developed by the promoter namely; M/s UttirnaInfraheights Pvt. Ltd and complainant was allotted plot no.D-01/22 having an area of 239.20 sq. yards in the said project at Sector-36-39, District Panipat, Haryana vide allotment letter dated 20.02.2024. The builder buyer agreement was executed between the parties on 05.04.2024. Complainant has paid a total of ₹57,74,384/- against the total sale price of ₹1,93,99,280/-which is not disputed by the parties.

12. Now, the main contention of the complainant is that complainant did not pay pending dues for the said plot for the reason that offer of possession dated 06.02.2025was invalid and illegal due to non-availability of Completion Certificate or Part Completion Certificate by the respondent no.1. Per contra, respondent no.1 states that there is

neither any legal requirement to hand over possession only after obtaining a Completion Certificate, nor was any such condition imposed at the time of issuance of the HRERA Registration Certificate. Reference was made to Clause 7.2(A) of the Model Agreement under the HRERA Rules, 2017, and a notification by the DTCP, both of which clarify the non-mandatory nature of obtaining the completion certificate prior to the handover of possession. In compliance with Clause 7.2(A), the builder (Respondent No. 1) is permitted to offer possession upon obtaining either the approved Demarcation-cum-Zoning Plan or the Completion Certificate, as indicated by the use of the term **"OR"** (denoted by the forward slash "/") in the relevant provision. Accordingly, possession offered through letter dated **06.02.2025,** is valid and is in compliance with the applicable rules and regulations.

13. Hence, the first and foremost issue for consideration in present complaint is whether the offer of possession dated 06.02.2025 for Plot No. D-01/22 issued by the respondent no.1 constitutes a valid offer of possession as per RERA Act of 2016 in the absence of a Completion Certificate/Part Completion Certificate? In this regard, Authority observes that complainant was allotted plot on 20.02.2024 and the Builder-Buyer Agreement was executed between the parties on

05.04.2024. On 06.02.2025, respondent no.1 issued the offer of possession to the complainant of plot no. D-01/22 with demand of ₹1,36,82,447/- which was to be paid within 30 days from the date of offer of possession, i.e., on or before 08.03.2025.On 24.03.2025, respondent no.1 issued the pre-cancellation letter to the complainant for non payment of dues. It is pertinent to mention that respondent no.1 has mentioned reminders dated 27.03.2025, 29.03.2025 and pre cancelation notice dated 03.04.2025. However, these documents are not placed on record. On 19.04.2025, respondent no.1 sent email to the complainant regarding remitting of the dues. On 30.04.2025 and 01.05.2025, complainant inquired from the respondent no.1 regarding status of Completion Certificate/Part Completion Certificate. However, respondent stated that the plot is in workable conditions and there is no specific condition with respect to handover of possession only after obtaining the completion certificate and such condition was neither imposed at time of grant of HRERA registration certificate by the Authority.On 10.05.2025, respondent issued "last and final opportunity letter" to the complainant for total dues of ₹1,40,60,878.30/-.On 13.05.2025, 19.05.2025 and 30.05.2025 respondent no.1 issued reminder for payment of ₹1,36,82,447/-. At last the respondent no.1 issued "CancellationNotice" on 21.06.2025.It is observed that Section

11(4)(b) of the RERA Act, 2016 casts a specific obligation upon the promoter to obtain the Completion Certificate or Occupancy Certificate, or both, as applicable, from the relevant competent authority in accordance with the local laws, and to make the same available to the allottees. Section 11(4)(b) is reproduced for reference:

11. Functions and duties of promoter

4. The promoter shall—
(b)be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;

The expression "**to make the same available to the allottees**" cannot be construed as conferring an option upon the promoter to dispense with a certificate which is otherwise required under the applicable local law. The statutory obligation is placed upon the promoter and cannot be shifted upon the allottee.

14. Further, Rule 7.2(A) of the Haryana Real Estate (Regulation and Development) Rules, 2017 specifically prescribes the **"Procedure for taking possession of Plot."**Said rule is reproduced for reference:

7.2 (A) Procedure for taking possession of Plot - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

It provides that the promoter, upon obtaining the approved demarcation-cum-zoning plan/provision of services by the colonizer/promoter, **duly certifying/part completion certificate, as the case may be**, in respect of the plotted colony, shall offer possession of the plot to the allottee.The use of the words **"upon obtaining"** is significant. It demonstrates that the possession contemplated under the Haryana Real Estate (Regulation and Development) Rules, 2017 is not merely a unilateral declaration by the promoter/respondent no.1 that the plot is ready. The promoter must first satisfy the statutory requirements prescribed for the particular stage of possession.The respondent, therefore, cannot contend that merely because Service Plan is approved, internal roads had been completed and zoning planning has been approved, the statutory requirement stood automatically satisfied. The completion of development works is different from certification by competent authority. There is a material distinction between:

- execution of development works by the promoter;
- approval of plans;
- provision of services; and
- certification by the competent authority that the development has reached the stage contemplated under the applicable law.

The promoter cannot substitute its own satisfaction regarding completion of the project for the statutory certification of the competent authority. The requirement of certification assumes significance because the certificate is issued by an independent statutory authority after considering compliance with the sanctioned plans and applicable development requirements. Therefore, a promoter cannot unilaterally declare that the project is "complete in all respects" and thereby dispense with the certificate required under the applicable regulatory regime.

The respondent rely upon the use of the expression "or"/slash in Rule 7.2(A) to contend that the Completion Certificate/Part Completion Certificate wasnot mandatory. Such an interpretation cannot be accepted merely by placing emphasis upon one word or punctuation mark in isolation.A statutory rule has to be read **as a whole**, keeping in view its object and the protection intended to be afforded to the allottee.A rule has to be interpreted harmoniously and purposively. The expression "as the case may be" cannot be converted into an absolute exemption from obtaining the statutory certification where such certification is applicable to the project. The purpose of Rule 7.2(A) of HRERA Rules, 2017 is to ensure that an allottee is offered possession of a plot only when the development and statutory requirements have

reached the stage prescribed under the regulatory framework.The provision cannot reasonably be interpreted in a manner which would permit a promoter to issue a possession letter without the statutory certification and thereafter treat the allottee as being in default for not accepting such possession. An allottee who is called upon to take possession is entitled to know that the development forming part of the colony has been examined and certified by the competent authority to the extent required by law.

If the promoter's/respondent no.1 interpretation is accepted, an allottee could be compelled to accept possession on the basis of a unilateral declaration by the promoter even though the competent authority had not yet certified the development. Such an interpretation would dilute the statutory protection afforded to an allottee under RERA. The purpose of RERA is to ensure transparency, accountability and lawful delivery of possession and not merely physical access to the allotted property.

15. Respondent No. 1 further relied upon Memo No. Misc.-826(Loose)/2022/3903 issued by the Department of Town and Country Planning, Haryana, to contend that a Completion Certificate/Part Completion Certificate is not required even at the stage of execution of the conveyance deed in respect of the plots. The said contention,

however, is not tenable. The reliance placed upon the aforesaid Memo cannot be construed as dispensing with the statutory requirement of obtaining the requisite Completion Certificate/Part Completion Certificate, wherever such certificate is otherwise required under the applicable statutory provisions and the terms of the sanctioned plan/licence. An administrative memo cannot override substantive statutory requirements governing the development of the licensed colony. Further, the said administrative memodoes not deal with the question of lawful handing over of possession of the plots, nor does it purport to determine the statutory conditions precedent for the grant of legally valid possession. The subject matter of execution or registration of a conveyance deed cannot, in law, be equated with the statutory requirements governing completion of development works and lawful possession of the subject plots.

16. It is also material to note that the statutory requirement under the RERA Act, 2016 was already in force when the aforesaid Memo was issued. Consequently, the administrative memo has necessarily to be construed harmoniously with the provisions of the RERA Act, 2016 and Rules and the Rules and Regulations framed thereunder.

17. Therefore, in view of the above reasoning, the offer of possession dated 06.02.2025 having admittedly been made without the requisite

Completion Certificate/Part Completion Certificate, cannot be treated as a valid offer of possession, **hence invalid** as per law.Consequently, the complainant cannot be treated as being in default merely because he did not accept an offer which was itself legally incomplete or premature. Even if the respondent has pleaded that the Completion Certificate has subsequently been obtained on 16.10.2026, the same does not cure the legal infirmity in the offer of possession dated 06.02.2025. The validity of an offer of possession has to be examined with reference to the documents and statutory approvals available on the date on which such offer was made. A Completion Certificate obtained subsequently cannot be given retrospective effect so as to validate an offer of possession which was invalid on the date of its issuance. Accordingly, the subsequent procurement of the Completion Certificate on 16.10.2026 does not render the earlier offer of possession dated 06.02.2025 valid or enforceable.

18. Now, next question arises is whether the cancellation of the plot in question done by the respondent no.1 vide cancellation letter dated 21.06.2025 is valid or not? The contention of the respondent no.1 is that the complainant was defaulter in making payments. As complainant opted for time linked payment plan as per Schedule III of the builder buyer agreement instead of construction linked plan. Hence,

regardless of the status of construction of the Plot in question or the Project in general, the complainant was bound to adhere to the terms of the said Time Linked Plan, which has never been challenged by the complainant. In this regard Authority observes that the contractual Time-Linked Payment Plan also cannot be interpreted in isolation so as to permit the respondent no.1 to demand payments by relying upon an offer of possession which was not legally valid. Even assuming that the complainant was required to make payments in accordance with the agreed payment plan and accordingly, complainant had paid an amount of ₹57,74384/- which is 29.7% of the total sale consideration and rest is to be paid at the time of offer of possession. Such contractual obligation cannot validate an otherwise invalid offer of possession or confer upon the promoter a right to cancel the allotment on the basis of non-compliance with such invalid offer.

19. Further,the respondent no.1 subsequent reliance upon the said invalid offer of possession for demanding payments from the complainant by sending reminder, last opportunity letter, pre cancellation letter or for alleging that the complainant failed to take possession is inapt.The cancellation notice dated **21.06.2025**, insofar as it proceeds upon the alleged failure of the complainant to comply with an invalid offer of possession and the consequential payment demands, cannot be

sustained.The respondent no.1 cannot derive a benefit from its own failure to obtain the requisite statutory certification before issuing the offer of possession. The respondent no.1 was required to first place itself in a position to lawfully offer possession and thereafter, call upon the complainant to perform the corresponding obligations. Hence, as the said offer of possession is invalid, any subsequent act done by the respondent no.1, is also not valid. Hence, the said contention of the respondent no.1 in this is rejected. Therefore, cancellation dated 21.06.2025 is not valid and hence, set aside.

20. Respondent no.1 has further sought to contend that, upon cancellation of the allotment, the complainant ceased to have any right, title, interest or claim whatsoever in respect of the plot and, therefore, the relief sought by the complainant had allegedly become infructuous. The respondent has further pleaded that third-party rights had been created in respect of the plot in favour of M/s KWH Estate and that, pursuant to the booking request, respondent no. 1 issued an allotment-cum-welcome letter dated 06.07.2025 in favour of the said third party. The aforesaid contention, however, fails to appreciate the legal and factual sequence of events. The validity of the subsequent acts of the respondent no.1 has necessarily to be examined in the light of the foundational act pursuant to which those subsequent steps were taken.

In the present case, the offer of possession dated 06.02.2025 issued by respondent no. 1 has already been found by the Authority to be invalid. Once the foundational offer of possession itself is held to be invalid, the respondent no.1 could not have legitimately proceeded on the basis of such offer to cancel the complainant's allotment, forfeit the amounts deposited by the complainant, and thereafter treat the complainant's rights as having come to an end. It is a settled principle of law that an act which is founded upon an invalid or legally unsustainable action cannot derive independent validity merely because it is subsequent in point of time. The legality of a consequential action has to be tested with reference to the validity of the foundational action upon which it rests. Consequently, when the offer of possession dated 06.02.2025 was itself invalid, the cancellation notice dated 21.06.2025, which proceeded on the basis of the complainant's alleged failure to comply with the consequences arising from such offer, could not have been sustained in law.The subsequent refund of ₹37,76,905/- on 08.07.2025, after making the alleged forfeiture, does not alter the legal position. The refund was not an independent transaction divorced from the cancellation; rather, it was a direct and consequential step arising from the cancellation of the complainant's allotment. Therefore, if the cancellation itself was legally unsustainable, the consequential

forfeiture and refund cannot be relied upon by the respondent no.1 as a means of validating the illegality in the original action.Accordingly, the existence of an allotment letter dated 06.07.2025 in favour of M/s KWH Estate does not, by itself, extinguish the complainant's cause of action or render the relief sought infructuous.

21. The Authority further observes that Respondent No. 1 has merely placed on record a copy of the letter dated 06.07.2025 issued in favour of a subsequent allottee, namely, M/s KWH Estate, without producing any executed Conveyance Deed or furnishing the complete particulars of the consideration paid by the said allottee towards the plot in question, so as to establish the nature and extent of any legally enforceable right or title claimed to have been created in his favour. It is further evident from the record that the subsequent allottee has paid merely 10% of the total sale consideration. This is in stark contrast to the amount of ₹57,74,384/- already paid by the complainant towards the same unit. In the absence of any executed Conveyance Deed or cogent documentary evidence establishing the creation of valid third-party rights, the mere issuance of an allotment letter cannot, by itself, be treated as sufficient to establish the creation of an indefeasible right or title in favour of the subsequent allottee. Accordingly, the purported rights or interest claimed to have been created in favour of Mr. Samir

Sahni, on the basis of the material placed on record, cannot be recognised and are hereby set aside. At this stage, it is relevant to note that the legal position regarding the creation of title is well-settled by the Hon'ble Supreme Court in "***Suraj Lamp and Industries Pvt. Ltd. v. State of Haryana (2012 1 SCC 656)***and reaffirmed in***Indian Overseas Bank v. M.A.S Subramanian (2025)***, *a Builder-Buyer Agreement or contract for sale does not transfer title or create any interest in immovable property under Section 54 of the Transfer of Property Act, 1882. Clear legal title can only pass upon the execution and registration of a Conveyance/Sale Deed. In the absence of a registered Conveyance Deed on record, the Respondent's assertion that legal title has been created in favor of third parties is wholly untenable in law."*

The creation of third-party rights, therefore, cannot be treated as a justification for an otherwise invalid cancellation.

22. In view of above reasoning, this Authority holds that the offer of possession dated 06.02.2025, having been issued by the respondent no.1 without obtaining the requisite Completion Certificate/Part Completion Certificate from the competent authority, could not constitute a valid and lawful offer of possession. The complainant cannot be held in default for not accepting such an offer. Consequently, the cancellation of the complainant's allotment vide letter dated 21.06.2025, being

consequential to the alleged failure of the complainant to comply with the said offer, cannot be sustained. Thus, the refund of amount to complainant shall have no bearing qua the contractual obligations on part of respondent no.1 to hand over possession of plot no. D-01/22 admeasuring 239.20 sq. yards in terms of timeline as provided in clause-7.1 of Builder Buyer Agreement dated 05.04.2024 and respondent no.1 shall remain liable to hand over possession of the said plot to complainant after receiving the total sale consideration. Accordingly, respondent no.1 directed to restore the allotment of the plot no. D-01/22 and issue a fresh and valid offer of possession upon obtaining the requisite certification from the competent authority, subject to adjustment of the amounts already refunded and compliance with the terms of the Builder-Buyer Agreement and the provisions of the RERA Act of 2016.

23. With regard to relief under clause (f), ccomplainant is seeking delay interest on account of the alleged delay in offering possession of the said plot. In this regard, the Authority observes that, as per Clause 7.1(ii) of the Builder Buyer Agreement, respondent no. 1 has proposed to hand over possession of the plot on or before **30.09.2031**. Relevant clause is reproduced for reference:

7. POSSESSION OF RESIDENTIAL PLOT:

7.1 Schedule for possession of the said Residential Plot:

(ii) The developer proposes to hand over possession of the residential Plot on or before 30.09.2031 or such extended time as per the Act/Rules for residential usage as agreed terms and conditions unless there side lay due to "Force Majeure Event", affecting the regular development of the Project. If, the development of the Project is delayed due to the above conditions, then the allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the residential Plot."

Thus, the contractual date stipulated for handing over of possession has not yet expired.The Authority observes that Section 18(1) of RERA Act, 2016 provides for the consequences where the promoter fails to complete or is unable to give possession of an apartment, plot or building in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein. The provision further stipulates that, where the allottee does not intend to withdraw from the project, the promoter is liable to pay interest for every month of delay till the handing over of possession.

The expression and scheme of Section 18, therefore, make it clear that the liability towards payment of interest on account of delay is contingent upon the occurrence of a default in handing over possession within the period stipulated under the agreement for sale. In the present case, the date stipulated under Clause 7.1(ii) of the Builder Buyer

Agreement is **30.09.2031**. Since the said date has not yet occurred, there is, as on date, no contractual delay is attributable to Respondent No. 1 in handing over possession of the plot.

24. That the mere apprehension of future delay cannot, by itself, constitute an existing default under Section 18 of the Act. The statutory liability for payment of interest for delay is attracted upon actual failure to hand over possession within the agreed or legally applicable period. Therefore, at the present stage, the claim of the complainant for delay interest is not maintainable, as the stipulated date for possession has not yet elapsed. Hence, said relief cannot be granted at present stage.

25. With regard to relief under clause (h), no specific interest is mentioned by the complainant, therefore no observation is made in this regard by the Authority.

26. With regard to reliefs under clause(i), (j), (k), (m) and (n), complainant has neither argued nor pressed upon during the course of hearing, so no observation is made in these regards.

27. Further, in both the complaints, complainants are seeking ₹70,000/- as litigation charges. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and Developers PvL Ltd. V/s State of U.P. &ors."* (supra,), has held that an allottee is entitled to claim compensation & litigation

charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned 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 & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief for mental torture, agony, discomfort and undue hardship of litigation expenses

J. DIRECTIONS OF THE AUTHORITY

28. 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 functions entrusted to the Authority under Section-34 of the Act of 2016:-

i. Respondent no.1 is directed to restore the allotment of respective plots no. D-01/22 measuring 239.20 sq. yards.in complaint no. 1089/2025 and D-01/21measuring 239.20 sq. yards in complaint no. 1415/2025 in the real estate project "M3M City of Dreams II" at Sector-36-39, District Panipat, Haryana in favour of complainant with immediate effect.

ii. Respondent No. 1 is directed to ensure compliance with its statutory obligation under Section 11(4)(b) of the RERA Act, 2016, by obtaining the requisite Completion Certificate/Part Completion Certificate, as applicable, from the competent authority and making the same available to the complainant. Upon obtaining the requisite certificate, Respondent No. 1 shall issue a fresh and valid offer of possession to the complainant in accordance with the provisions of the Act and the rules made thereunder.

i. Complainant shall make payment of the amounts due to Respondent No. 1 in accordance with the Builder-Buyer Agreement executed between the parties. Respondent promoter cannot charge any amount over and above the amount/ charges already agreed upon in the builder buyer agreement.

ii. Respondent is directed to get conveyance deed of flat of the complainants executed within 90 days of actual handover of possession of unit.

iii. The rate of interest chargeable from the allottees by the promoter in case of default shall be charged at the prescribed rate, i.e., 10.95% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay to the allottees.

iv. A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

29. **Disposed of.** Files be consigned to record room after uploading of orders on the website of the Authority.

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NADIM AKHTAR
[MEMBER]