



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

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Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 02.04.2025.

Item No. 283.26

Seeking information regarding allotment of Plots/Units and execution of Conveyance Deeds and details of OMM Agreements etc.

Promoter: M/s True Villas Developers Private Limited.

Project: "Fortecasia Flower City" an Affordable residential plotted colony on land measuring 20.931 acres situated village Haibatpur & Jind, Sector-26, Jind.

Reg. No.: 314 of 2022 dated 31.05.2022 valid upto 03.04.2027.

License No. 34 of 2022 dated 04.04.2022 valid upto 03.04.2027.

Present: Adv. Satyam Sharma on behalf of promoter

1. A letter has been received from 73 allottees of plots in Fortecasia Flower City on 06.12.2024 which was placed before the Authority on 22.01.2025. Authority decided that a copy complaint be sent to the promoter for comments on each and every point. MD/one of the directors of the company and representative of the complainants be personally present on the next date of hearing.

2. The promoter vide reply dated 25.03.2025 has submitted the following:

S.No	Particulars	Reply dated 25.03.2025
1.	That maintenance charges are imposed by M/s ADC Management Services LLP on the allottees w.e.f. 01-10-2024 which certify that you have transferred the operation, management and maintenance of the said project to M/s ADC Maintenance Services	That the engagement of LLP was done in accordance with standard business practices and the same was done purely with an intent to ensure better upkeep and maintenance services for the allottees. This does not constitute a transfer of project rights as alleged in the complaint since no project rights have been transferred. Further, no agreement is ever entered into by the



	Pvt. Ltd.	promoter with the company. The agreements so entered are between the allottees themselves with the company.
2.	As per Section 11 of the Real Estate (Regulation and Development) Act, 2016, you are mandatorily required to furnish the complete phase wise development details of the project in public domain through webpage.	that the promoter has duly complied with the provisions of Section 11 and duly uploaded the complete details of the development of the project on the HRERA website.
3.	As per Section 15(1), you also required to obtain the written consent of 2/3 registered allottees and written approval of competent authority before transfer of rights and liabilities of project to any service provider.	<p>that there is no legal mandate requiring 2/3rd allottees consent for engaging a third party for maintenance services. The provision of Section 15(1) applies only in case of a "Transfer of Project Rights and Liabilities". "No Project Rights" has been transferred to any third party by the promoter. That certain allottees whose signatures have been appended with the present complaint have approached the promoter and stated that their names be withdrawn from the complaint as their signatures have been taken by misleading them to sign on a paper which was regarding general discussions held in society.</p> <p>The allottees have not provided any evidence that allottees were coerced or misled regarding maintenance services. Only a contractual arrangement for maintenance services has been executed. Further the said arrangement has been made between the allottees and M/S ADC Management Services and there is no role of the promoter qua the same.</p>
4.	<p>As per Section 11(1), it is obligatory duties of promoter/ developer to create his web page on the website of the authority and enter all details of the project for public viewing, including:</p> <p>(a) Details of registration.</p> <p>(b) Quarterly up to date list of numbers and types of plots booked.</p> <p>(c) Quarterly up to date of approvals taken from concerned authorities.</p> <p>(d) Quarterly up to date of status of project.</p> <p>(e) Any such other information as required by law.</p>	QPRs have also been uploaded on the web portal of the Authority. Further, the Completion Certificate of the project has also duly been granted by the DTCP, Haryana on 21.05.2024. Further, the promoter has taken utmost care to keep the premises in a liveable and most habitable, comfortable and suitable for living. Most importantly, the green spaces have been clearly marked and neatly kept keeping in view the thematic approach of the premises. (Photographs has been submitted).
5.	As per Section 11(4d) of the Act, the promoter shall be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the	that maintenance of essential services has been duly ensured in accordance with Section 11(4)(d) and charges levied are reasonable and within permissible limits. Further, ADC Management Services LLP is



	<p>maintenance of the project by the association of allottees and pay all outgoing before transfer/ assignment of said project to third party.</p>	<p>incurring maintenance cost @ Rs 9/- per SQ. Yard and, however, it is providing the same to the allottees @ RS 7.5/- per SQ. Yard which clearly shows that it is quite reasonable.</p>
6.	<p>As per Section 11(4)(e) of the Act, the promoter shall enable the formation of an association or society or co-operative society, as the case may be of allottees, or the federation of the same, under the laws as applicable within a period of three months of the majority of allottee having booked their plots in the project.</p>	<p>that the responsibility to formulate association is upon the allottees, and as and when the Completion Certificate was granted by DTCP Haryana on 21.05.2024, the allottees were duly informed of the same by way of repeated meetings, communications, reminders, and follow-ups. However, since the RWA has not yet been registered by the allottees, therefore, for their convenience only, till the time the association is not formulated, M/s ADC Management Services LLP is providing temporary arrangements for maintenance services to the allottees. Further, the promoter has always undertaken reasonable steps for the same and conveyed it to the allottees.</p>
7.	<p>As per Section 11(4)(f) of the Act, the promoter shall be responsible to execute conveyance deed of plots with the concerned allottee and conveyance deed of common area with association of allottees and also be responsible to obtain completion certificate and make it available to the allottee individually or to the association of allottees, as the case may.</p>	<p>The promoter has issued several reminders to the allottees for getting the conveyance deeds executed</p> <p>However, the allottees have not paid the requisite dues. Further, the reason for pendency of the same is also attributable to the allottees themselves as the promoter has time and again asked them for getting the same registered but to no avail. The promoter has also given several verbal/ written reminders but the allottees have not got conveyance deeds executed or registered. (The reminders issued to the allottees have been submitted)</p>
8.	<p>As per Section 11(4)(g) of the Act, pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project)</p> <p>Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability mortgage loan and interest hereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;</p>	<p>Further, the promoter has made several efforts and approached the residents for the constitution of RWA and get it registered; however, the residents are not going forward/delaying the registration of RWA. Therefore, the reasons for delay in registration of RWA are attributable to the allottees themselves and are beyond the control of the promoter.</p>



9.	As per Section 19 of Act, the allottee shall be entitled to obtain information relating to sanction plans, layout plans, along-with specifications approved by the competent authority. Stage-wise time schedule of completion of the project and necessary documents.	The necessary approvals and plans have already been submitted by the promoter at the time of filing registration of the project in question. Further, all sanctioned plans and necessary approvals are readily available for perusal by the Authority and the same is enclosed.
10.	<p>To verify whether M/s True Villas Private Limited complied with the mandate of above provisions of RERA Act, 2016 or not before transfer the operation, management and maintenance of said project to M/s ADC Management Service Pvt. Ltd, the following information and documents/records are required:</p> <p>(a) Total numbers of plots in the project Fortecasia Flower Valley, Sector 26, Jind, Haryana.</p> <p>(b) Total numbers of plots booked by allottees till 30.09.2024.</p> <p>(c) Total numbers of conveyance deeds registered till 30.09.2024.</p> <p>(d) Numbers of pending allottees for registration of conveyance deeds. Also provide reasons of the same.</p> <p>(e) Numbers of allottees that have been issued possessions certificates of the plots till 30.09.2024.</p> <p>(f) Total number of allottees who had given written consent or have executed OMM Agreement with M/s ADC Management Service Pvt. Ltd.</p> <p>(g) Certified copies of Sanction Plan, Layout Plan, Demarcation Plan, Zoning Plan and Completion Certificate of the project.</p>	<p>In view of the preceding paras, the promoter True Villas Private Limited has duly complied with the mandate of above provisions of RERA Act, 2016 before transferring the operation, management and maintenance of said project to M/s ADC Management Service Pvt. Ltd</p> <p>Total number of plots in the project: 319.</p> <p>Total number of plots booked: 308.</p> <p>Conveyance deeds executed: 118</p> <p>Pending conveyance deeds: 190</p> <p>Further, the reason for pendency of the same is also attributable to the allottees themselves as the promoter has time and again asked them for getting the same registered but to no avail. The promoter has also given several verbal/ written reminders but the allottees have not got the conveyance Deeds executed/registered.</p> <p>Offer of Possession: 300</p> <p>Number of allottees who have executed OMM Agreements with M/s ADC Management Services Pvt. Ltd.: 118</p> <p>Enclosed with the reply.</p>

3. After considering the reply dated 25.03.2025 and 02.04.2025 filed by the promoter and after hearing the counsel and the two allottees present before the Authority, the Authority

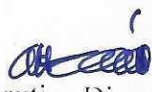


is of the view that since completion certificate for this plotted colony measuring 20.931 acres in Sector-26, Jind has been granted by the DTCP Haryana on 21.05.2024, it is the duty of the promoter to facilitate the formation of such an association and hand over the maintenance of the project as provided under section 11 of RERA, Act 2016. Therefore, the promoter is directed to enable the formation of an association of allottees by calling meeting of all allottees as soon as possible and get an association formed.

4. The Authority therefore decided to file the above complaint.



True copy


Executive Director,
HREERA, Panchkula

A copy of the above is forwarded to CTP, HREERA Panchkula, for information and taking further action in the matter.



CA (Panchkula)