



**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 26.11.2025.**

**Item No. 305.20**

**Submission of occupation and completion certificate.**

**Promoter: Pebble Downtown India Pvt. Ltd.**

**Project: "Downtown Faridabad" a commercial colony on land measuring 1.725 acres in Sector-12 Faridabad.**

**Reg. No.: HRERA-PKL-FBD-124-2019 dated 21.06.2019 valid upto 05.10.2022.**

**Present: Adv. Nitesh Dalal, proxy counsel of Adv. Karan Kaushal on behalf of promoter**

**Adv. Tarun Ranga alongwith Sh. Santosh Mittal, landowner.**

1. Pebble Downtown India Pvt. Ltd. vide letter dated 29.11.2023 has submitted occupation certificate dated 14.03.2022 and completion certificate dated 14.03.2023 for the captioned project. The registration was valid upto 05.10.2022 whereas completion certificate was obtained on 14.03.2023, the promoter was asked to apply for extension of the project from 06.10.2022 to 14.03.2023.
2. The above was heard on 04.12.2023 wherein the Authority observed that promoter was granted registration of 1.725 acres of commercial colony in Sector -12, Faridabad with an undertaking that he shall deposit the fee for the increased FAR. The promoter has neither submitted the increased fee nor the revised building plans. Therefore, the Authority decided that promoter should be issued show cause notice under Section-63 of RERA Act, 2016 for not complying with the orders of the Authority.
3. In compliance of the above, show cause notice dated 11.03.2024 was issued to the promoter and Suo motu complaint no. 374 of 2024 was initiated which was listed for hearing on 19.02.2024.



4. The matter was considered by the Authority on 22.05.2024, wherein the Authority decided that further sale in project is banned under intimation to the concerned DC/SDM/Tehsildar. The project registration was valid up to 05.10.2022 but the promoter has not applied for extension. Authority further directed that Managing Director/one of the Directors be personally present on next date of hearing along with details of sold units, name and address of allottees, date of allotment, consideration money etc and details of unsold units.
5. In compliance of above order, intimation dated 18.06.2024 was sent to the District Collector Faridabad regarding the ban on further sale in project.
6. The matter was heard by the Authority on 14.08.2024 and 23.10.2024 wherein the matter was adjourned since no reply was received from the promoter. On 11.12.2024, vide item no. 272.14, the Authority had observed that since the promoter has not complied with the orders of Authority dated 04.12.2023 and 22.05.2024, despite granting last opportunity, the promoter be issued show cause notice under Section-35 read with Section 63 of RERA Act, 2016 as to why penalty up to 5% of cost of project may not be imposed?
7. In view of the same, show cause notice dated 21.01.2025 was issued but no reply was received till 05.02.2025, therefore the Authority imposed a cost of ₹ 1 Lac upon the promoter for non-appearance of the Director. Further, since no reply was received to the show cause notice dated 21.01.2025, the Authority imposed a penalty of ₹ 2 lacs which should be deposited before the next date of hearing. Authority further directed that MD/ one of the Directors be personally present on the next date of hearing.
8. Since no reply has been received from the promoter, the Authority decides to grant one last opportunity to the promoter to file a reply failing which the request of the promoter shall be rejected.
9. A copy of these proceedings were sent to the promoter through registered post which were returned back with the comments "Addressee left without instructions" and through mail which were delivered on 23.07.2025.
10. On the last date of hearing i.e., 30.07.2025, Adv. Karan Kaushal appearing on behalf of promoter informed that they will file reply to the observations along with complete set of building plans before the next date of hearing so that fee for increased FAR could be computed.
11. Thereafter, vide replies dated 29.07.2025 and 06.08.2025, the promoter has deposited amounts of ₹6,28,297/- and ₹8,36,594/-. The photocopies of revised building plans of commercial area with increased FAR along with occupation certificate have been enclosed.





They submitted that none of the units in the said project have been sold and there is no third-party rights created with anyone. A penalty of ₹ 2,00,000/- was imposed on the applicant for not submitting a reply to the show cause notice dated 21.01.2025. They informed that the Completion Certificate (CC) and Occupancy Certificate (OC) have been duly obtained, and the project has been completed in accordance with the sanctioned plans. Due to certain genuine and unforeseen reasons, the applicant was unable to submit a timely reply to the show cause notice. However, the applicant wishes to clarify that there was no intention whatsoever to disregard or avoid compliance with the directions of the Authority. The applicant remains fully committed to cooperating with the Authority, and therefore humbly request reconsideration of the penalty. Further, on 05.02.2025 the Authority had imposed a cost of 1 lac for non-appearance of the Director. In light of the above circumstances and the fact that the non-appearance was due to genuine miscommunication beyond the control of the applicant, it is humbly requested that the cost imposed be reconsidered and waived in the interest of justice and fairness.

12. The Authority on 27.08.2025, after considering the revised building plans was of the view that the total registration fee for increased FAR works out to ₹12,00,837/-, however, the promoter at the time of registration had paid ₹4,20,000/- as registration fee. Therefore, the deficit fee of ₹ 7,80,837/-, cost of ₹ 1 lac for non-appearance of the Director and penalty of ₹ 2 lacs for not replying to the show cause notice can be adjusted towards the above amounts submitted by the promoter vide reply dated 29.07.2025. Further, since completion certificate has been received by the promoter on 14.03.2023, therefore, the promoter was directed to apply for extension for the gap period. The Authority further directs the promoter to submit by way of an affidavit that when did he advertise the additional FAR of the project and when did he book the same?

13. Thereafter, a complaint dated 09.10.2025 has been received from the Complainants who is the lawful owner of land admeasuring 13 Kanals 16 Marlas (1.725 acres) situated in Ajronda, Sector-12, District Faridabad, Haryana, and entered into a Collaboration Agreement dated 25.06.2015 with the Respondent for joint development of commercial colony on the said land. The brief facts are as under:-

- i. That under Clause 23 of the said Agreement, 36.25 % of the saleable built-up area together with proportionate, undivided rights in land and facilities was allocated to the Complainant (Owner), while 63.75 % was allocated to the Developer.
- ii. That under Clauses 25 and 26, both parties were entitled to independently deal, sell, transfer or lease their respective allocated built-up areas, subject to requisite legal permissions and licensing.



- iii. That disputes subsequently arose between the parties, and a Deed of Cancellation of GPA dated 02.08.2021 was executed between the parties. The Developer thereafter filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 before the Ld. ADJ, Commercial Court, Faridabad, titled *Pebble Downtown India Pvt. Ltd. v. Ashutosh Infra Pvt. Ltd. & Ors.*, ARB/85/2021.
- iv. That during the pendency of the said proceedings, the parties held negotiations and entered into an Amicable Settlement Agreement recording their final understanding.
- v. That Clause 4 of the Settlement Agreement reaffirmed the respective ownership ratios as under:
- Owner's allocation – 36.25 % of total built-up area along with proportionate land rights ( $\approx 5$  Kanals / 0.625 acre).
  - Developer's allocation – 63.75 % of total built-up area along with proportionate land rights ( $\approx 8$  Kanals 16 Marlas / 1.10 acres).

vi. The detailed apportionment is summarised below:

Floor	Total Carpet Area	Owner's Share	Developer's Share
Lower Ground Floor	3148.105	$1141.188+506.873=1648.061$	1500.044
Upper Ground Floor	2696.774	977.581	1719.193
Mezzanine Floor	603.253	184.230	419.023
1st Floor	2790.136	1011.424	1778.712
2nd Floor	2855.67	1035.180	1820.490
3rd Floor	1947.554	705.988	1241.566
4th & 5th Floor	1398.271	Nil	1398.271
Total	15439.763	5562.464	9877.299

- vii. That the dispute was finally adjudicated by Justice Mool Chand Garg (Retd.), Former Judge of the High Court of Delhi and Madhya Pradesh, who passed an Arbitral Award unequivocally reaffirming that the Owner is the sole and exclusive owner of 36.25 % of the built-up area and corresponding undivided land rights, while irrevocable rights over 63.75 % stand vested in the Developer.
- viii. That the project has since been granted Occupation Certificate dated 14.03.2022 and Completion Certificate dated 14.03.2023 under Licence No. 62 of 2009 (dated 03.11.2009) issued for a commercial colony over 1.725 acres in Sector-12, Faridabad. However, the RERA Registration was valid only up to 05.10.2022.
- ix. That the Authority had directed the Respondent to apply for extension of licence/registration, but the Respondent failed to comply with the directions of the Hon'ble Authority. Consequently, vide Resolution dated 22.05.2024, the





Authority imposed a ban on sale and transfer of units in the project and the letter was written to Tehsildar, Faridabad.

- x. That the Complainant is merely the landowner and has no role whatsoever in the Respondent's non-compliance with RERA requirements. Despite this, the Complainant's legitimate share—comprising 36.25 % of the project—is wrongfully subjected to the same restriction.
- xi. That the Complainant's portion is clearly demarcated in the Collaboration Agreement, Settlement Agreement and Arbitral Award, and has already received the Completion Certificate from the Directorate of Town & Country Planning, Haryana. Hence, the continuing embargo on the Complainant's property rights is wholly illegal, arbitrary and unsustainable.
- xii. That the Complainant has fulfilled all obligations under the Collaboration Agreement and has been deprived of its lawful rights solely due to the Respondent's defaults. The cause of action is continuing as the Authority's ban persists despite completion of construction and issuance of statutory certificates.
- xiii. That in the facts stated above, the Complainant is suffering irreparable loss, as it cannot sell, lease or otherwise deal with its lawfully owned built-up area which is free from any encumbrance or dispute.

#### ISSUES FOR CONSIDERATION:

- i. Whether the Complainant, being only the landowner and not the promoter or developer of the project, can be held liable for the acts, defaults, or non-compliance committed by the Respondent-Developer?
- ii. Whether the Complainant, being entitled to 36.25% of the saleable built-up area under the Collaboration Agreement, has an independent and transferable ownership right in its share of the project?
- iii. Whether the restriction imposed by the Authority on the sale or transfer of the Complainant's share of the project, despite its non-involvement in the development or marketing of the project, is legally sustainable?
- iv. Whether the Respondent's failure to renew the licence and RERA registration, despite having undertaken to do so, can prejudice the Complainant's ownership and possessory rights over its land share?
- v. Whether the Authority should direct the concerned Tehsildar, Faridabad, to permit registration and sale of the Complainant's share in the project in accordance with law? Whether the Respondent's inaction and non-compliance with HRERA directions constitute a violation of the Collaboration Agreement and the principles of natural justice vis-à-vis the Complainant?

#### RELIEF(S) SOUGHT:

In view of the facts and circumstances stated hereinabove, the Complainant has sought following reliefs:

- i. Clarify and hold that the Complainant is merely the landowner in respect of the project "*Downtown Faridabad*", Sector-12, Faridabad, and is not a



- promoter or developer, nor in any way responsible for the acts, defaults, or obligations of the Respondent-Developer.
- ii. Direct the concerned Tehsildar, Faridabad, to permit registration, sale, and transfer of the Complainant's 36.25% share in the project, being its rightful ownership portion under the Collaboration Agreement dated 25.06.2015.
  - iii. Declare that any embargo or restriction imposed upon the Complainant's portion of the project shall not operate against the Complainant, as the same has arisen solely due to the Respondent's non-compliance and failure to renew the licence and registration.
  - iv. Direct the Respondent-Developer to forthwith comply with all statutory obligations, including renewal of licence and extension of RERA registration, as mandated under the Haryana Real Estate (Regulation and Development) Rules, 2017.

14. In view of the above, the promoter and landowner vide email dated 14.11.2025 were informed to be physically present on the next date of hearing i.e., 26.11.2025.

15. Today, reply has not been received from the promoter on the observations of the Authority dated 27.08.2025. However, Adv Nitesh Dalal appearing on behalf of promoter informed that they have filed an application for seeking adjournment since the promoter is unwell and therefore unable to assist the Authority.


On the other hand, after hearing the averments made by the landowner and the counsel, Adv. Tarun Ranga, the request of the landowner to permit registration and transfer of units to the allottees is hereby rejected. Since the landowners covers under the definition of promoter and they both cannot be segregated. Further, permitting the landowner to sell/ transfer the units is itself against the interest of allottees as common services/ facilities/ maintenance will not be available to them even if they occupy the said building.

The promoter is directed to appear before the Authority on the next date of hearing and reply to the observation dated 27.08.2025 be filed a week before the next date of hearing.

16. Adjourned to 11.02.2026.



True copy

  
Executive Director,  
HRERA, Panchkula

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

STP

LA SHUBHAM

  
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