

PROCEEDINGS OF THE DAY			73
Day and Date		Tuesday and 01.07.2025	
Complaint No.		CR/595/2025 Case titled as Plaza Mall Welfare Associations Vs Moonlight Continental Private Limited, Moonlight Facilities Pvt.Ltd., Sidharth Sareen, Shikhar Sareen, Kamaljeet Dogra and Surender Rawat	
Complainant		Plaza Mall Welfare Associations	
Represented through		Shri Virender Singh Advocate	
Respondent		1. Moonlight Continental Private Limited, 2. Moonlight Facilities Pvt.Ltd., Sidharth 3. Sareen, 4. Shikhar Sareen, 5. Kamaljeet Dogra 6. Surender Rawat	
Respondent Represented through		Ms. Priti Jha Advocate	
Last date of hearing		20.05.2025	
Proceeding Recorded by		Naresh Kumari and HR Mehta	
<p style="text-align: center;">Proceedings-cum-order</p> <p>The complainant-association states that on 23.10.2024, a formal request was submitted to M/s Moonlight Continental Pvt. Ltd. via email and speed post, seeking the handover of management and maintenance services of The Plaza Mall to the duly formed Welfare Association. Subsequently, on 7.11.2024, another request was sent via email and speed post, asking the developer to share all documents related to statutory compliances with The Plaza Mall Welfare Association (PMWA). To date, there has been no response or update from the developer regarding either of these requests.</p>			



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

The complainant-association states that the maintenance services at 'The Plaza Mall' were managed by MGF Mall Management, followed by Moonlight Facilities Pvt. Ltd., and then Weblight Property Management Services. Since 2020, the developer has unilaterally appointed M/s Navaagman Facilities LLP as the Property Management Company (PMC), without the consent of the property owners or PMWA. This appointment is considered illegal and unauthorized. M/s Navaagman Facilities LLP has been harassing PMWA members by issuing arbitrary and illegal maintenance invoices and even disconnecting electricity supplies, despite providing substandard services. These actions appear retaliatory, following PMWA's request for the handover of maintenance responsibilities.

According to the Tripartite Maintenance Agreement between the developer, the PMC, and the owners/tenants, any Property Management Company is obligated to act transparently and in the interest of all stakeholders. However, no transparency has been maintained. The PMCs, over the years, have been collecting Sinking Fund contributions from all owners and tenants on a monthly basis up to the year 2020. Despite multiple requests, no audited account of the Sinking Fund has ever been shared with PMWA or any occupant.

Moreover, the developer, M/s Moonlight Continental Pvt. Ltd., was receiving Rs. 4,95,544/- per month as profit from the third-party maintenance arrangement until 2020, yet no financial disclosures have been made. This is a direct violation of Clause 26 of the Maintenance Agreement, which mandates disclosure of maintenance-related revenue and expenditure.

As per Clause 30(d) of the Developer-Buyer Agreement, the developer collected a security deposit of Rs. 90 per sq. ft. in 2006, with a promised interest of 12% per annum. Similarly, under Clause 15(a) of the Tripartite Agreement among MGF Mall Management, owners, and tenants, an additional security deposit of Rs. 100 per sq. ft. was collected, with a promised interest of 18% per annum. No account or refund of these amounts has been provided to date. The current state of the mall's infrastructure is highly deteriorated, and neither the developer nor the PMC has invested any amount from the collected Sinking Funds for its upkeep or improvement.

Reliefs Sought by the complainant:

- Direct the developer i.e., M/s Moonlight Continental Pvt Ltd to register the concerned project i.e. The Plaza Mall under Haryana RERA and comply with all its rules,



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- b. Impose penalty on the developer i.e., M/s Moonlight Continental Pvt Ltd for violation of the RERA Act by not registering the concerned project under Haryana RERA and not complying with its rules.
- c. Complete handover of management and maintenance services of The Plaza Mall to The Plaza Mall Welfare Association.
- d. Provide all statutory compliance documents of all the machinery and equipment to The Plaza Mall Welfare Association.
- e. Immediate revocation of the maintenance contract between M/s Moonlight Continental Pvt Ltd and M/s Navaagman Facilities LLP.
- f. Provide the details of the sanctioned electricity load from DHBVN and the electricity load distribution chart for The Plaza Mall premises.
- g. Provide the details and audited accounts for the Sinking Funds charged by the developer and all the maintenance agencies who have operated till now since inception.
- h. Transfer of the amount of the Sinking Funds to The Plaza Mall Welfare Association after receipt of the audited accounts.
- i. Provide the details and the audited accounts of the Security amounts received by the developer from the original allottees which was Rs 90 per sq. ft. with interest payable @ 12% p.a. and was collected in the year 2006.
- j. Transfer of the Security Amounts (as mentioned in Point ix) received by the developer to The Plaza Mall Welfare Association after receipt of the audited accounts.
- k. Provide the details and the audited accounts of the Security amount collected by the developer and all other maintenance agencies from the owners and occupants at the rate of Rs 100 per sq ft with interest payable at 18% since inception.
- l. Transfer of the Security Amounts received by the developer and all other maintenance agencies to The Plaza Mall Welfare Association after receipt of the audited accounts.

An application for dismissal of the complaint has been filed by the respondent nos. 1,3,4,5 and 6 on 20.05.2025, wherein the said respondents state that respondent nos. 1,3,4,5, and 6 are not the developers of the project in question, nor involved in any of the managing work of the said project. It is further stated that the role of the developers was limited to the development of the said project namely "Plaza Mall" till the handover of the same to its owners. The subject project was developed in year 2005 and the possession of the unit has already been handed over to the respective owners from the year 2005 onwards, when in-fact the RERA Court was not in existence. Further

the occupation certificate and the completion certificate was issued on 07.02.2005 and 18.02.2005 respectively by the competent Authority.

The respondent no1 filed an application for deletion under Section 151 of the CPC, 1908, to delete respondent no. 2 from the array of parties which has been amalgamated with M/s India Ink Developers and Realtors Private Limited vide judgement passed by Hon'ble NCLT, New Delhi, Bench-II.

Findings of the Authority:

After going through the facts and averments of the parties, the Authority observes that the respondent had obtained the occupation certificate of the project building on 07.02.2005 and the completion certificate was issued on 18.02.2005 by the competent authority, much before the commencement of Real Estate (Regulation and Development) Act, 2016.

It is relevant to reproduce the provisions under section 3(1) of the Act, 2016 ibid which state as under:

3. Prior registration of real estate project with Real Estate Regulatory Authority.—(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required—

(a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:

Provided that, if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight



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apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;

(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;

(c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.

Explanation. —For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a stand-alone real estate project, and the promoter shall obtain registration under this Act for each phase separately.


(emphasis supplied)

In view of the above, it is clear that the project of the respondent was not 'an ongoing' project in terms of the above provision and is not liable for registration. Further, the complainant-association has approached the Authority after almost two decades which is beyond any construction of a reasonable time to file for relief.

The Authority is of the view that complaint is not maintainable and is liable to be dismissed on the above grounds. Ordered accordingly.

Matter stands Disposed of. File be consigned to the registry.


Ashok Sangwan
Member


Arun Kumar
Chairman
01.07.2025