

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Date of order : 27.08.2025

NAME OF THE BUILDER			M/s Adani Brahma Synergy Private Limited.
PROJECT NAME: Adani Samsara			APPEARANCE
1.	CR/356/2025	Adani Brahma Synergy Private Limited Vs. Akash Jante	Advocate Prabhat Ranjan (Complainant) Jinesh Jain (AR) (Respondent)
2.	CR/358/2025	Adani Brahma Synergy Private Limited Vs. Neha Jain	Advocate Maninder Singh (Complainant) Advocate Rahul Mangla (Respondent)

CORAM:

Ashok Sangwan

Member

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules").
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are promoters of the projects, namely, 'Adani Samsara'. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to



deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Complaint No./Title/Date of filling	Reply Status	Apartment no. & Area admeasuring	Date of allotment letter	Date of execution of agreement for sale	Due of possession	Offer of possession	Relief Sought
1.	CR/Adani Brahma Synergy Private Limited V/s Akash Jante 24.01.2025	28.04.2025	M5-C, Floor-3 rd , Type-A1, admeasuring carpet area of 1116 sq.ft and saleable area of 1715sq.ft	07.11.2017	27.04.2018	27.01.2021	OC-09.09.2019 Offer-19.06.2020 SC-Rs.1,74,76,036 /- Paid-Rs.1,50,80,244/-	i. Direct the respondent to pay the maintenance charges of i.e. Rs.2,66,618.75/- as on December 2024. ii. Direct the respondent to pay litigation cost and compensation of Rs.1,00,000/-
2.	CR/358/2025 Adani Brahma Synergy Private Limited V/s Neha Jain 24.01.2025	28.04.2025	M5-A, Floor-1st, Admeasuring carpet area of 1116 sq.ft. and balcony area of 1715 sq.ft	24.04.2023	03.05.2018	03.02.2021	OC - 09.09.2019 Offer-19.06.2020 SC - Rs.1,72,52,534/- AP - Rs.1,50,80,244/-	i. Direct the respondent to pay the maintenance charges of i.e. Rs.2,66,618.75/- as on December 2024. ii. Direct the respondent to pay litigation cost and compensation of Rs.1,00,000/-

4. The aforesaid complaints were filed by the complainant against the allottee on account of non-payment of the maintenance charges by the allottees.
5. The facts of all the complaints filed by the complainant/ promoter are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/356/2025** at serial no. 1 titled as **M/s. Adani Brahma Synergy Pvt Ltd Vs. Akash Jante** are being taken into consideration.

A. Unit and project related details

6. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Adani Samsara"
2.	Location of the project	Sector-60, Gurugram.
3.	Nature of the project	Residential floor
4.	DTCP license no.	License no. 64 of 2010
5.	Registered/not registered	Registered
6.	Provisional allotment letter	07.11.2017
7.	Apartment no.	M5-C, Floor-3 rd , Type-A1 (As on page no. 19 of complaint)
8.	Apartment Area	1116 sq.ft. [Carpet Area] 1715 sq.ft. [Saleable Area]

		(As on page no. 19 of complaint)
9.	Agreement for sale	27.04.2018 (As on page no. 12 of complaint)
10.	Possession clause	Clause 7 POSSESSION OF THE APARTMENT 7.1 Schedule for possession of the Apartment- The Promoter assures to handover possession of the Apartment for residential usage along with parking and right to use of General Areas and Limited Common Areas as per agreed terms and conditions within 27 months from the date of registration of this Agreement , unless there is delay due to "force majeure", court orders, government policy/guidelines, decisions affecting the regular development of the Plot. [Emphasis supplied] (As on page no. 30 of complaint)
11.	Due date of possession	27.01.2021 (27.07.2020 + 6 months on account of Covid-19)
12.	Sale consideration	Rs.1,74,76,036/- (As on page no. 22 of complaint)
13.	Total amount paid by the complainant	Rs. 1,50,80,244/-
14.	Occupation certificate	09.09.2019
15.	Offer of possession	19.06.2020
16.	Conveyance Deed	20.11.2020

B. Facts of the complaint

7. The complainant has made the following submissions: -

- I. That the complainant has filed the present complaint against the allottee-respondent, seeking Maintenance Charges i.e. Rs.2,66,618.75/- as on December 2024 for the flat no.M5-C, 3rd Floor, Adani Samsara, Sec -60, Gurugram.
- II. That the allottee has obtained possession of the unit in February 2020 and till date have not paid the complete maintenance charges as per clause 11.1 and 11.2 of the Agreement for Sale dated 27.4.2018.
- III. The relevant clauses of the Agreement for Sale are reproduced herein below for your ready reference:

"Clause 11.1- Maintenance of the common area in the Township- The Colonizer shall be responsible to provide and maintain the essential infrastructure services in the Township till the taking over of the maintenance of the Colony by the Association of Plot owners of the Township or Competent Authority, as the case may be. The cost of such maintenance is not included (as of now) in the Total Price of the Apartment and the same shall be determined and demanded by the promoter/ Colonizer at the time of possession of the Apartment. The Allottee undertakes that he/she/they will pay the Maintenance Charges in proportionate to area of the Apartment as and when demanded by the Maintenance Agency and/or by the Promoter/Colonizer. It is clarified that the Maintenance agency shall only maintain the area outside the Ploy. The Allottee agrees to deposit the Maintenance Charges for one year in advance along with the payment of last installment of Total Price of the Apartment as per payment Plan."

"Clause 11.2- Maintenance of the common areas of the building- The promoter shall be responsible to provide and maintain the essential infrastructure services in the building at the cost of the Allottees through the Maintenance Agency as appointed by the Promoter upon payment of applicable Maintenance Charges. However, the Allottee shall be responsible to maintain the Apartment at his/her/their own cost and expenses. The Allottee agrees to deposit the Maintenance Charges for one year in advance along with the payment of last installment of Total Price of the Apartment as per the Payment Plan."

- IV. That the respondent had filed a complaint bearing no. **7288 of 2022** before this Authority on 16.11.2022 seeking certain reliefs i.e. Structural Audit of the building, to repair the cracks appearing on the wall, to replace all the broken tiles and broken stones installed at the staircase against the complainant herein.
- V. That the complainant herein, filed reply to the complaint as mentioned above. The complainant has also filed "Site Visit Report" dated 05.3.2022 along with the reply to complaint which itself states that due to time and temperature variations such cracks occur.
- VI. That the Authority vide Order dated 2.5.2024, appointed Shri Sumit Nain, Engineer Executive as Local Commissioner to inspect the site and file the report. The Authority was further pleased to record that the respondent has not paid the maintenance charges.
- VII. That in compliance of the Order dated 2.5.2024 the Ld. Local Commissioner submitted the report on 16.8.2024. The Authority vide Order dated 20.8.2024 directed the complainant herein to execute the repairs as per the report and to file the status report.
- VIII. That in compliance of the Order dated 20.8.2024, the complainant herein executed the repairs of the unit as per the report of the Local Commissioner and tendered a copy of the report as well as the photographs before the Authority on 12.11.2024. The complainant herein in compliance with the orders of the Authority executed the repairs i.e., providing and applying emubian part with Grease repairing, stair and parking area, texture painting, external painting, gypsum repairing and epoxy grouting for which an estimate amount of Rs.4,56,161/- has been duly spent by the complainant.

IX. In compliance of the directions of the Authority, the complainant has executed the following repairs in units which the allottees are well aware of:

- a. Wherever there were cracks, groove cutting was done, followed by filling with epoxy putty. After that, mesh was applied, and then finished with Gypsum compound, followed by putty and painting the entire wall.
- b. There are no complaints of leakage from the terrace, except in some places where the grout between the joints has come off, for which epoxy grouting is being done to finish it.
- c. Lastly, the cover of the mentioned collection chamber in basement is being finished and properly closed.
- d. In the staircase, wherever stones were cracked, those parts were cut and replaced with similar stones, ensuring proper finishing.

X. That the complainant herein has been sending demand notices and reminders for payment of outstanding maintenance charges qua to the respondent vide email and demand letters dated 10.06.2022, 13.07.2022, 24.07.2022, 13.08.2022, 19.08.2022, 31.08.2022, 06.09.2022, 12.09.2022, 19.09.2022, 23.09.2022, 15.10.2022, 31.10.2022, 26.11.2022, 10.12.2022, 20.12.2022, 24.01.2023, 16.02.2023, 25.02.2023, 01.03.2023, 18.03.2023, 11.04.2023, 22.04.2023, 29.04.2023, 20.05.2023, 27.05.2023, 16.06.2023, 05.07.2023, 26.07.2023, 26.08.2023, 18.11.2023, 20.01.2024, 23.02.2024, 30.03.2024 and 08.07.2024 for an outstanding amount i.e. Rs.2,66,618.75/- as on December 2024 for the flat no.M-5C, 3rd Floor, Adani Samsara, Sec -60, Gurugram.

XI. That the respondent has violated the terms and conditions of the Agreement intentionally and negligently by not paying the outstanding maintenance dues despite the same, the complainant has executed the repairs at their own cost and expense.

XII. That the respondent has executed the conveyance deed i.e. clause B (i) and (iv) @ Pg.9 wherein the allottee has agreed to pay the maintenance charges. The relevant clauses of the Conveyance Deed are reproduced herein below for your ready reference:

"B (i) That the Vendee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement, and to pay the maintenance charges in terms thereof or on the basis of intimation/invoice/Demand raised by the Vendor/nominated Maintenance Agency, and as may be revised by the Vendor and/or Maintenance Agency from time to time (hereinafter referred to as the "Maintenance Charges". The Vendee undertakes to maintain the common areas and facilities within the Plot, at its own cost or by sharing such costs with the other occupants/owners in the Building.

B (iv) That the provision of Maintenance Services, and the right of the Vendee to use the other Areas and Facilities outside the Plot, shall be subject to timely payment of Maintenance Charges by him, which the Vendee has agreed and undertaken to pay, from time to time.

E That the Vendee shall carry out all the maintenance and upkeep of the said Apartment at his own cost. The insurance of the said Apartment, as well as safekeeping of the interiors/ contents of the said Apartment, shall be the sole responsibility of the Vendee and the Vendor shall not in any case be held liable for any damage, fire, theft or loss incurred therein.

H That any failure/delay or any forbearance in enforcing the terms of the Agreement for Sale or the Maintenance Agreement or this Deed shall not be construed as a waiver on the part of the Vendor or Maintenance Agency, as the case may be, in relation to any breach or non-compliance of any of the terms and conditions thereof by the Vendee nor shall the same in any manner be considered a prejudice to the rights, title or interest of the Vendor."

XIII. Section 19 (6) of the Real Estate (Regulation and Development) Act, 2016 envisages as follows:

"Every allottee, who has entered into an agreement or sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time

and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

XIV. In view of the above, the allottee may be directed to pay the outstanding Maintenance Charges for an outstanding amount of i.e. Rs.2,66,618.75/- as on December 2024.

C. Relief sought by the complainant:

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

- i. Direct the respondent to pay the maintenance charges of i.e. Rs.2,66,618.75/- as on December 2024;
- ii. Direct the respondent to pay litigation cost and compensation of Rs.1,00,000/-

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

D. Reply by the respondent.

10. The respondent contested the complaint on the following grounds: -

- I. That the respondent duly took possession of the subject flat on 12.10.2020, which is an undisputed fact and was expressly confirmed by the complainant. It was further mutually agreed that the obligation to pay maintenance charges would commence from the said date of possession.
- II. That the respondent has duly paid and settled the maintenance charges for the initial 18-months, up to 12th April 2022. It is submitted that the complainant has misrepresented the date of possession in the present complaint, which amounts to suppression

of material facts and deliberate misstatement, thereby misleading the Authority and prejudicing the respondent.

- III. That at the time of booking, the respondent was informed that the applicable maintenance charges would fall in the range of Rs.2 to Rs.3 per sq. ft. At the time of possession, the rate was confirmed at Rs.3 per sq. ft. plus applicable GST, which was paid for a period of 1.5 years, ending 12th April 2022. It is crucial to highlight that the society does not have an operational clubhouse facility to date; hence, no component of the maintenance charges pertained to club maintenance. This omission constitutes a deficiency in service and misrepresentation under the Consumer Protection Act, 2019.
- IV. That merely 18 months after possession, the complainant/promoter unilaterally escalated the maintenance charges to Rs.5.08 per sq. ft. + GST, reflecting a 70% increase without consulting or obtaining the consent of the allottees. That such an excessive hike, representing an annualised increase of over 46%, is not only arbitrary but also deceptive, suggesting that the initially quoted rate of Rs.3 per sq. ft. was a marketing stratagem designed to mislead purchasers.
- V. That post the increase in maintenance charges, there was a marked deterioration in the quality of services rendered. The respondent experienced a significant decline in upkeep and sanitation. The quality of water supplied from the Sewage Treatment Plant (STP) was so poor that visible larvae were detected in flush water. Moreover, foul odour persisted throughout the premises, creating a hazardous living environment, especially for children and senior citizens. Accordingly, the respondent has not been availing the STP services for over two years, yet the complainant continued charging for it.

- VI. That numerous instances of security breaches and theft incidence were brought to the attention of the complainant. However, there was a complete failure to act, jeopardising the safety of the respondents. The respondent repeatedly sought Standard Operating Procedures (SOPs) for horticultural and other services to understand the service framework being charged for. These requests went unanswered, reflecting a lack of transparency and accountability.
- VII. That the flat was sold as a "lake-view" unit, with a commitment that the view would remain unobstructed. Contrary to this, the promoter later planted tall trees obstructing the promised view. Despite assurances that the trees would be trimmed on a regular basis, no horticulture staff till date have trimmed these trees, resulting in the view been completely obstructed by trees.
- VIII. That the respondent have also registered multiple complaints with the maintenance agency which were closed without resolution. The respondent has been consistently subjected to numerous day-to-day challenges arising from the failure of the maintenance agency and the promoter to respond to calls or address even the most basic concerns, thereby severely impairing the respondent's right to peaceful and dignified living within the premises.
- IX. That at the time of handover, the complainant categorically admitted that possession of key areas-the basement and terrace-which are part of the saleable area, was pending due to incomplete work. It was promised that the outstanding work would be completed within two weeks. However, till date, the same remains unfulfilled.
- X. That from the date of possession, the respondent has faced persistent harassment due to unresolved issues in the flat and common areas. The complainant failed to honour repeated

assurances of timely resolution. The respondent approached the Authority seeking directions for rectification of defects and completion of possession formalities. The Authority passed an order granting the promoter a three-month period starting 12.11.2024 for rectifying all the identified issues and held that aggrieved allottees may seek compensation before the Adjudicating Officer. Instead of honouring the authority orders, the complainant continues to harass the respondent.

- XI. That the respondent has filed a complaint with the adjudicating officer, as per the guidance given in the stated Hon'ble RERA Authority order. The complaint number of the compensation claim is RERA-GRG-1776-2025. It is to note that within 48 hours of the last hearing dated of the case, 12.11.2024, referred in 5(e) (ii), the complainant abruptly discontinued all essential maintenance services in the M5 unit (covering M5A, M5B, and M5C), including disabling lift facilities. This has caused grave inconvenience and life-threat, especially to senior citizens residing in the building. Despite repeated written communications from the respondent requesting reconsideration and immediate restoration of essential services, the complainant wilfully failed to respond. On the contrary, the complainant escalated the harassment by unlawfully removing water motors and tampering with pump settings, thereby rendering the premises virtually uninhabitable and severely disrupting the basic living conditions.
11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

12. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the present complaint.

E. Findings on the reliefs sought by the complainant.

- E. I. Direct the respondent to pay the maintenance charges of i.e. Rs.2,66,618.75/- as on December 2024.**

E.II Direct the respondent to pay litigation cost and compensation of Rs.1,00,000/-

16. In the present complaint, the complainant-promoter has averred that the respondent-allottee took possession of the unit in February 2020 but has failed to pay the full maintenance charges as stipulated under Clauses 11.1 and 11.2 of the Agreement for Sale dated 27.04.2018. It is further submitted that the respondent filed Complaint No. 7288 of 2022 before this Authority on 16.11.2022 seeking various reliefs, including conducting a structural audit of the building, rectification of cracks appearing on the walls, and replacement of broken tiles and stones affixed on the staircase, alleging deficiencies on the part of the complainant.
17. The complainant filed a reply to the aforesaid complaint and annexed therewith a "Site Visit Report" dated 05.03.2022, which stated inter alia that the cracks observed were a result of time and temperature fluctuations. Vide Order dated 02.05.2024, this Authority appointed Shri Sumit Nain, Executive Engineer, as Local Commissioner to inspect the subject premises and submit a report. Subsequently, vide Order dated 20.08.2024, the complainant was directed to carry out the necessary repair work in accordance with the Local Commissioner's report and submit a compliance/status report.
18. In compliance with the Order dated 20.08.2024, the complainant undertook and completed the repair work as per the recommendations of the Local Commissioner and submitted a compliance report along with photographic evidence before the Authority on 12.11.2024. The scope of the repair work included, inter alia, application of Emubian Part with grease treatment, repair of staircase and parking area, texture painting, external painting, gypsum repairs, and epoxy grouting. The complainant

claims to have incurred an estimated expenditure of ₹4,56,161/- towards execution of the said repair works.

19. It is the case of the complainant that despite having executed the necessary repairs at their own cost and in compliance with the orders of this Authority, the respondent has willfully and negligently failed to discharge their obligation to pay the outstanding maintenance charges, thereby violating the terms and conditions of the Agreement for Sale. It is further submitted that the respondent had executed the conveyance deed, wherein under Clause B(i) and (iv) at page 9, the allottee expressly undertook to pay maintenance charges.
20. The Authority is of the considered view that the complainant-promoter has failed to specify the legal provision under which the present complaint has been instituted, and has also not cited any statutory basis for the relief claimed therein. It is pertinent to note that following the execution of the Conveyance Deed, the jurisdiction of this Authority is confined to enforcement of statutory rights under the Real Estate (Regulation and Development) Act, 2016—such as claims pertaining to delayed possession charges or structural defects. However, the relief sought in the present matter pertains to recovery of maintenance charges, which does not fall within the ambit of statutory rights but arises purely from contractual obligations between the parties.
21. The complainant-promoter has referred to the Authority's Order dated 20.08.2024, whereby it was directed to carry out repairs in accordance with the Local Commissioner's report and to submit a compliance report. Upon examination, the Authority is of the view that the nature of the repairs so directed pertained to structural defects, and as such, the obligation to rectify the same falls squarely within the promoter's



statutory duty under Section 14 of the Act, 2016. Accordingly, the promoter was bound to execute such repairs at its own cost.

22. In light of the above, and in the absence of any statutory provision under which the present relief can be granted, the Authority is of the view that the complaint is not maintainable and is liable to be dismissed on this ground alone.
23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
24. True certified copy of this order shall be placed in the case file of each matter.
25. File be consigned to the registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.08.2025

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