

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

Complaint no.: 4152 of 2024
Date of filing: 21.08.2024
Date of order: 19.08.2025

Rajeev Kumar

R/o: - J0704 Godrej Summit, Sector -
104

Complainant

Versus

Godrej projects Development Pvt. Ltd.

Regd. Office at:- U.M. House, 3rd floor, Tower-A,
Plot no.35, Sector 44, Gurugram

Respondent

CORAM:

Shri Arun Kumar

Shri Ashok Sangwan

**Chairman
Member**

APPEARANCE:

Shri Yash Anand (Advocate)

Shri J.K. Dang (Advocate)

**Complainant
Respondent**

ORDER

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details.

2. 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:



S.No.	Particulars	Details
1.	Name and location of the project	"Godrej Summit Sector 104 Gurugram"
2.	Nature of the project	Group Housing Colony
3.	DTCP license no.	102 of 2011 dated 07.12.2011
4.	RERA Registered/ not registered	Registered vide registration number 75 of 2017 dated 21.08.2017 valid up to 30.09.2018.
5.	Unit no.	J0704, Tower-J (As per page no. 63 of the reply)
6.	Unit area admeasuring	1816 sq. ft. (super area) 1283 sq. ft. (carpet area) (As per page no. 106 of the reply)
7.	Allotment letter	03.01.2013 (As per page no. 57 of reply)
8.	Date of execution of flat buyer's agreement	10.04.2013 (As per page no. 63 of reply)
9.	Possession clause	4. POSSESSION <i>4.2 The Apartment shall be ready for occupation within. ("Tentative Completion Date"), however 49 months from the date of issuance of Allotment Letter the Developer is entitled for a grace period of 6 months over and above this 49 month's period. Upon the Apartment being ready for possession and occupation the Developer shall issue the Possession Notice to the Buyer of the Apartment.</i> (As per page no. 82 of the reply)
10.	Due date of possession	03.08.2017 (calculated from the date of allotment letter including grace period of six months)
11.	Basic sale consideration	Rs.98,06,400/- (on page no. 60 of the reply)
12.	Total Sale consideration	Rs.1,16,47,440/- (on page no. 60 of the reply)
13.	Amount paid by the complainant	Rs.1,00,33,400/- (on page no. 117 of reply as per conveyance deed)
14.	Occupation Certificate	07.04.2017 for Tower-8,9,10,11 (page 43 of the reply) 20.06.2017 for Tower-2,3,5,6,7 (page 45 of the reply)

		07.04.2017 for Tower-1 & 4 (page 47 of the reply)
15.	Possession intimation letter	30.06.2017 (page 40 of the reply)
16.	Conveyance Deed	20.09.2022 (page 116 of the reply)
17.	E-mail by respondent communicating regarding IIT Delhi report being which indicates that the structure is safe	02.03.2023 (page 25 of complaint)
18.	Email by respondent w.r.t to buyback options and timeline for completion	14.06.2023 (page 27 of complaint)

B. Facts of the complaint.

3. The complainant has made the following submissions: -

- I. That the complainant on the basis of the advertisement decided to buy a flat in the project of Godrej Properties Development (GPDL) by the name of "Godrej Summit". Prior to execution of the agreement, the complainant kept writing various mails and does day to day follow up for handing over the unit, kept reminding that as per the stipulation contract, if the company is not handing over the project in time and not executing the sale deed attracts delay payment and when the unit was handed over, on entering the premises the complainant realized that the flat is not in habitable condition as there are many cracks, seepages, the walls peeling off and the fitting and specifications are not as per the catalogue given or the brochure printed and for that the complainant kept rising various concerns with the respondent. Subsequently the complainant kept writing various mails and did day to day follow up for rectifying these defects highlighting the structural issues with Godrej Summit, and kept reminding that as per the stipulation contract, if the company is not handing over the project in inhabitable condition on time and not executing the sale deed would attract penalties dure to criminal

negligence. The respondent kept silent on those concerns and kept demanding the CAM charges on regular basis despite the complainant's reminder that as per the RERA rule the Godrej property have to form a society of the occupants of the flats, but all these facts were completely ignored by the Godrej property / the respondent.

- II. That suddenly to the utter sock of the flat owners, the Godrej property announced on 02.06.2023 by email at Annexure I giving the reference of a purported report by a professor of IIT Delhi, claiming that on survey it has been revealed that the property is uninhabitable, as at the time of construction the water used contained excessive chlorine, the reason making the society uninhabitable though on the complainant's request to share the report is not heeded at. Godrej Properties Development vide its communication dated 14.06.2023, gave an offer to buy back the units from the individual buyers at the rate of 80% of their payment made to Godrej Properties Development.
- III. That on the offer of Godrej Properties Development the complainant after calculating the payment made to Godrej Properties Development, the interest paid to the bank on availing the loan which is paid to Godrej Properties Development and appreciation of the property in the surrounding area, gave a counter offer dated 20.06.2023 and requested through widely circulated communication that till the RERA rules are complied with, Godrej Properties Development must not charge the CAM charges on which the Godrej Properties Development turned blindfold and kept asking the CAM charges without making the society/unit inhabitable. On non-response of the Godrej Properties Development the present complaint is being filed for adequate remedy of the complainant's grievances including the prosecution for criminal negligence in the construction of Godrej Summit by Godrej Properties Development (GPDL) , acceptance of the reasonable counter-

buyback offer dated 20.06.2023 by the complainant, and waiver of CAM charges till the structural issues of Godrej Summit are resolved by Godrej Properties Development (GPDL) at their own cost as those structural defects are on account of the gross negligence of Godrej Properties Development (GPDL).

- IV. That the complainant was searching to buy a flat in the vicinity/area Distt. Gurgaon, Haryana for their personal use and chose to buy Flats in Godrej Summit, a project of Godrej Properties Development (GDPL), Sector-104, Gurugram and upon completion of required formalities allotment letters were issued by Godrej Summit, Gurugram to the complainant.
- V. That in Sector 104, Gurugram, Haryana, in the name and style of "Godrej Summit and whereas complainants, upon seeing advertisements of the said project and upon being approached by some agents, showed his interest in the same and was approached by the representatives/agents of respondent/developer for the purpose of booking/sale of a flat in the said project.
- VI. That the respondent/developer, while offering to sell the flat/unit, made tall and huge claims about their reputation and experience in the field of construction and lured the complainant by citing stories of success of their various projects pan-India. That the respondent/developer with the motive of having him to confirm the booking of the flat in the said project, assured good quality construction and timely possession of the flat and further assured that the possession of the flat in inhabitable condition shall be handed over in the stipulated time.
- VII. That the respondent/developer GPDL have suddenly pronounced 02.06.2023 that all the towers in Godrej Summit project are not safe for habitation and given the ultimatum to vacate and in alternative, buyback the flats on 80% of the payment received, giving the reference and on the basis

of the Indian Institute of Technology, Delhi report which despite repeated requests has not been shared with the complainants. In such scenarios we the flat owners were left with no other option but to approach and send a representation/complaint to the office of the Department of Town & Country Planning Haryana, Chandigarh seeking appointment of an independent agency or committee to investigate the factual basis of the knee jerk reaction, when GPDL were not responding to our concerns since 2018 about reneging on promises made in sale brochures, the quality of construction, delay in handing over the flats in habitable condition, gross negligence in the construction of the project, serious structural safety issues among others. GPDL delivering badly constructed and unsafe-to-live-in apartments to us as per the Indian Institute of Technology, Delhi report, which they are not sharing with us.

VIII. That negligence of GPDL in the construction of the project and thus jeopardizing the Godrej Summit project. They have themselves admitted on 02.06.2023, as per the report the presence of chloride in water at the time of construction has weakened the towers and may need to be demolished and reconstructed.

IX. That GPDL not being responsive to the concerns of flat owners since the possession has been given to them, which the flat owners have been pointing out to GPDL in the last five years since possession in their complaint letters. No rectification of the defects have been done in the last five years including for sagging of balconies, cracks in balconies, broken Kota stone in balconies, rusting and breakage of balcony railings, perpetual seepage on the wall, cracks on load bearing walls externally and extending internally within the apartments, rusting of rebars in the load bearing walls, poor quality marble with cracks, defective/poor quality fixtures and fittings etc, for which documentary/photo/video evidences, have been provided since 2018

- X. GPDL being opaque and non-transparent in their dealings with the flat owners, GPDL not adhering to the RERA rules, e.g. GPDL has never endeavoured to form an Association of flat owners despite having taken money (Rs. 1.25 lacs) from each flat owner in 2017 for that purpose. GPDL cheating the flat owners right from the beginning. The latest cheating instance being on 02.06.2023 when they circulated an email conveying that Godrej Summit is unsafe to live and based on that, they made a buyback offer for 80% of the actual paid, with, perhaps, an intention to make more profit for GPDL and hefty losses on their hard-earned savings for the flat owners.
- XI. GPDL intimidating the flat owners by indulging in a 'my way or highway' attitude using their corporate heft against each individual flat owner. GPDL indulging in unfair market practices by leaking the damning report of Indian Institute of Technology, Delhi into the media. It appears that it was done with the objective of driving down the flat prices of Godrej Summit and thus forcing the owners to opt for distress-sale on their buyback offer.
- XII. GPDL not delivering on the promises they made in 2012 in order to sell their flats in 2012 and used sub-standard materials in the construction, which resulted in the unsafe and dangerous Godrej Summit. It is yet to provide 24-meter-wide road connection to Dwarka Expressway, which was one of the main attractions of their selling the property. It is also yet to provide connection for municipal water. GPDL indulging in deliberate misinformation and rumor-mongering campaign in order to force flat owners to sell their flats on GPDL's terms only and GPDL misusing the CAM charges paid by the flat owners to their unilaterally-selected maintenance companies and not maintaining Godrej Summit in a transparent and accountable way.
- XIII. That the respondent started promoting their Godrej Summit project in the year 2012. The complainants are entered into the contractual agreement

with GDPL for purchase of a flat in Godrej Summit through the Allotment Letters issued by GDPL from the year 2013 onwards. Among the complainants many including the complainant have financed this purchase through a hefty bank loan of close to or more than 1 crore from 2013 onwards. And had made the payment to GDPL on time as per their milestone-linked payment schedule mentioned in the Apartment Buyer's Agreement of 2013 onwards.

- XIV. Thereafter, the GDPL handed over the possession of flats by force as it threatened charging maintenance charges, even before it was in a habitable condition, in the year 2018 or later. The 24-meter-wide road connecting to Dwarka expressway and municipal water connection which was promised during the sale in 2012 is still not available.
- XV. That various complaints were made at the time of possession to Respondent/GDPL against the sub-standard, badly constructed flats in Godrej Summit. No response or no remedial action was taken. Further, on 02.06.2023, the complainants received an email from GDPL thereby raising safety concerns on Godrej Summit relying on assessment by experts from IIT, Delhi and offered complainants a buyback option as well.
- XVI. That the flat owners subsequently requested for a copy of the IIT, Delhi report from GDPL, which they have denied to share with us till now. Again, on 14th June, 2023, GDPL unilaterally decided to share the buyback process, timelines of completion of works of Godrej Summit and a one-sided inspection schedule in their email that has various annexures.
- XVII. Thereafter on 20th June, 2023, a counter-buyback offer has been sent by the complainant, explaining well the reasons behind such an offer. The complainant demanded a price of Rs. Two Crore Twenty-Seven Lakh Six Thousand One Hundred Twenty Three and Paise Eight only, based on all the payments made to GDPL from his savings, loan taken from SBI, and charging

a reasonable compound interest rate of 9% on all the payments made so far, for the exit from Godrej Summit . The said counter buy-back offer, the GPDL has never accepted and the demands of the flat owners for a joint-inspection, which is actually a RERA guideline, to check the robustness of the buildings and for a structural audit of Godrej Summit by a mutually-agreed Independent Agency to assess the safety of the buildings in Godrej Summit.

- XVIII. That on 14th July, 2023, GPDL sent 3 emails, wherein the first email from was a buyback offer price, which is much lower than the amount already paid to GPDL for each flat and which, according to GPDL, is not open for negotiation. The second email from GPDL was a kind of threatening email for cooperating with them with the inspection schedule unilaterally decided by GPDL only, otherwise, GPDL would break open the lock of the flat. And the third email from GPDL was a warning the flat owners with the following: "some channel partners / people / entities who are misleading the customers by saying that if they come via them to execute the buy-back process of their unit, as offered by GPDL, they will be able to get them a better "deal".
- XIX. That respondent has informed that they are agreeing and repairing the structural defects pointed out by an emeritus professor of IIT, Delhi in June 2023. To check what GDPL is doing at Godrej Summit, the complainant visited the property on 11th April, 2024 and found that the entire repairing exercise of GPDL is a complete sham, only to dupe the flat owners once gain and cover up their criminal negligence in the construction of Godrej Summit.
- XX. That upon making a number of representations and visits to the office of the respondent and after running from pillar to post seeking resolving the grievance of the complainants, the respondent paid no heed to the grievance of the complainants for their personal gains and benefits causing wrongful loss to the complainant. It is crystal clear that the intentions of respondent were malafide from the very beginning and respondent had no intention of

completing the said project and handing over the allotted unit to the complainant.

- XXI. That aggrieved from the unprofessional and careless attitude of respondent, the complainant on 25th April 2024 approached the office of the Town & Country Planning and Urban Estate Department, Chandigarh.
- XXII. That from the aforementioned conduct, respondent is guilty of providing deficient services to the complainant which causes wrongful loss to complainant and due to the said action, the complainant has faced extreme hardship, harassment and mental trauma as well as financial loss.
- XXIII. That the respondent has resorted to unfair trade practices in order to unjustly enrich itself out of a one-sided and arbitrary agreement, by its actions and to cause wrongful loss to the complainant. The respondent has taken wrongful advantage of its dominant position by inter alia refusing to verbal request of the complainants.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- The actual amount paid for flat, the interest paid to bank on loan, refund of CAM charges paid as per the counter-offer of the complaint made on 20.06.2023 to Godrej properties development along with the accrued benefits till the date of disbursement.
 - Buyback at the rate of the counter offer given by complainant dated 14.06.2023 be directed to be paid along with the accrued benefits till the date of disbursement

D. Reply by the Respondent.

5. The respondent contested the complaint on the following grounds: -
- That the present complaint merits an outright dismissal since it is barred by limitation. Admittedly, the possession of the apartment was offered on 30.06.2017, and as such, the present complaint has been filed in the year 2024, thereby being beyond the period of Limitation as prescribed in the RERA Act, 2016 and the Rules and Regulations made thereunder.

- II. That the respondent duly constructed the buildings as per the approved plans. The different towers were completed in different phases and the opposite party respondent have obtained the occupancy certificates dated 07.04.2017, 20.06.2017 and 26.12.2018. The authorities have conducted thorough inspections and have granted the occupation certificate.
- III. That the relief sought in the present complaint is specifically barred under the provisions of Section 14 of the Act, 2016. Section 14(3) casts an obligation on the respondent to only cure defects within a reasonable period of time. All the building plans were duly approved by the competent Authority by following due process of law and the opposite party had obtained all requisite approvals from DTCP, fire department etc, further, the defects pointed by the complainant were curable in nature. In view of the above, it is submitted that the complainant is not entitled to seek cancellation and refund in the present scenario.
- IV. That the present complaint has been filed in order to arbitrarily seek a refund despite there being any default on the part of the opposite party. The complainant is arbitrarily trying to portray the issuance of a buyback offer by answering the opposite party as an admission of a structural defect in order to arm-twist the complainant to bow down to the complainant's alleged demand for money, more than the buy-back offer amount.
- V. That the respondent immediately upon receiving the occupancy certificate issued possession well within the stipulated time vide possession intimation letter dated 30.06.2017 to the complainant. The complainant, after going through and understanding the payments schedule incorporated under the agreement, executed the same with his own will and due consent. The complainant in terms of clause 7.3 has acknowledged that it shall be liable to pay common area maintenance charges as may be levied by the opposite party.

- VI. That the complainant has blatantly failed to clear the cam charges post the handing over of the possession and as on 09.04.2025, there is an outstanding of Rs.1,71,104/- towards the cam charges. Despite sending several reminders by the opposite party, the complainant has failed to clear the said outstanding and committed an event of default as per clause 13.1 of the agreement. The allegations levelled by the complainant are not only an afterthought but are baseless and blatant lies in order to get a waiver of the cam charges, which is the legal entitlement of the opposite party as per the agreement.
- VII. Therefore, the complainant cannot abdicate from their contractual responsibilities by shifting the entire loss on the opposite party, who has been nothing short of a customer-centric organisation that has duly fulfilled all its responsibilities towards the complainant.
- VIII. That the respondent during the maintenance work also got the site inspected by the Indian Institute of Technology, Delhi (IIT) and vide a letter dated 01.06.2023, IIT has concluded "*Basis investigation, it was found that the structural integrity and safety of the basement overall structural elements are apparently intact by and large subject to appropriate repair of isolated distress.*". That the IIT Certificate also notes that "*Basis our understanding of multiple projects in this belt of Dwarka and Dwarka expressway we have observed similar issues being faced by many other communities*". Further, being a customer-centric organisation, the answering opposite party herein floated a scheme for buyback as well as repair it is submitted that the offer of the aforesaid schemes does not have any correlation with the report of IIT Delhi and cannot be considered as an admission of defects in the unit relevant to the present complaint. The said buyback offered by the opposite party cannot be construed as any kind of admission of defect or deficiency, as the

same has been offered only as a goodwill gesture to ensure no inconvenience to the customers while the maintenance work is undertaken.

- IX. That the respondent duly addressed the grievance as and when raised by the complainant. The respondent has duly constructed the buildings as per the approved plans. The different towers were completed in different phases and the respondent have obtained the occupancy certificates dated 07.04.2017, 20.06.2017 and 26.12.2018. That authorities have conducted thorough inspections and have granted the OC after being fully satisfied with the construction quality, etc.
- X. That the respondent has duly obtained OC on 20.06.2017 and offered possession within the promised timelines vide the Possession Intimation Letter dated 30.06.2017. The respondent has provided all the basic amenities as promised under the agreement, and the issues of seepage in the bedroom walls were because of the leakage from the AC, which resulted from the substandard service done by the AC vendor of the complainant, however, the same was rectified by the respondent. The respondent has timely resolved all the issues as and when raised by the complainant. The complainant is raising frivolous issues as an afterthought in order to conceal its own defaults.
- XI. That the IIT has confirmed that the building is safe and has suggested works which the ops are carrying out at their own cost. Being a customer-centric organisation, the respondent herein floated a scheme for buyback. The said buyback offered by the respondent cannot be construed as any kind of admission of defect or deficiency, as the same have been offered only as a goodwill gesture to ensure no inconvenience to the customers while the maintenance work is undertaken.
- XII. That the complainant has blatantly failed to clear the CAM charges post the handing over of the possession and as on 09.04.2025, there is an outstanding

of Rs.1,71,104/- towards the CAM charges. Despite sending several reminders by the Opposite Party, the Complainant has failed to clear the said outstanding and committed an event of default as per Clause 13.1 of the Agreement. The complainant, after the handing over of the possession, started committing defaults in making payments of CAM Charges.

- XIII. That Clause 7.3 r/w Clause 8 of the BBA categorically provides that the Complainant shall be liable to pay CAM charges as may be levied by the OP with all the taxes as per the applicable laws and the non-payment of same shall be treated as an event of default attributable upon the complainant.
- XIV. That the complainant booked an apartment with the respondent in their project, namely "Godrej Summit" Sector 88A and 89A, Gurgaon, Haryana on 21.09.2012 vide an application form for a consideration of Rupees 1,16,47,440/-. Pursuant to the said application, the complainant was allotted an apartment no. GODSUMJ0704 on the 7th floor in tower J of the said project. the complainant was allotted the said apartment vide allotment letter dated 03.01.2013. Thereafter, the complainant, after going through and understanding the terms and conditions of the agreement, duly executed the Builder buyer agreement dated 10.04.2013. The complainant, after satisfying itself about the quality of construction and completion of the apartment, came forward for the execution of the conveyance deed dated. That the Clause 7.3 r/w Clause 8 of the buyer agreement categorically provides that the complainant shall be liable to pay cam charges as may be levied by the op with all the taxes as per the applicable laws and the non-payment of same shall be treated as an event of default attributable to the complainant.
- XV. That the respondent duly constructed the project in a phased manner and issued possession to the complainant upon receipt of the occupation certificate of the respective tower within the promised timelines. More than 680 families are living in the project and are enjoying the amenities

constructed in the project. The respondent duly achieved all the construction-related milestones in a timely manner and accordingly issued invoices as per the payment schedule agreed. The respondent, upon completion of the construction of the flats, issued a possession intimation letter to the complainant, and the physical possession was taken by the complainant without any protest or objection after duly satisfying itself about the unit being complete in all aspects. The complainant thoroughly inspected the unit before taking possession. It is submitted that the possession was taken only after the complainant was fully satisfied with the construction of the unit.

XVI. That the complainant, post the handing over of the physical possession and execution of the conveyance deed, has miserably failed to pay cam charges as and when raised by the opposite party and as such committed a material breach of the agreement in terms of clause 13.1 of the agreement. Despite completing the construction in all aspects, after having obtained the occupation certificate and offering possession within the stipulated timelines, the complainant has failed to honour its obligations to make timely payments of the cam charges. The complainant has blatantly failed to clear the cam charges post the handing over of the possession, and as on 09.04.2025, there is an outstanding of Rs.1,71,104/- towards the cam charges. Despite sending several reminders by the opposite party, the complainant has failed to clear the said outstanding and committed an event of default as per clause 13.1 of the agreement.

XVII. That the complainant, instead of making the outstanding payments towards the CAM charges, are now arbitrarily seeking exit from the project without there being any deficiency on the part of the op. It is reiterated that instead of making the payments towards the cam charges, the complainant is raising frivolous issues in order to arbitrarily seek refund by raising frivolous issues.

The complainant abjectly failed to clear the outstanding as stated above and has committed an "Event of default" as per the terms and conditions of the Agreement. It is further submitted that the complainant has intentionally breached the terms and conditions of the aba and maintenance agreement, thereby causing continuous financial losses to the respondent. The 24-meter road was shown by the authorities in the Gurgaon Master Plan. In 2007, the Urban Estate-Cum-Town and Country Planning notified a comprehensive development plan for the Gurgaon-Manesar Urban Complex. On the basis of the aforesaid, the Sectoral Plan for Sector 104, Gurgaon, was prepared by the Authorities, clearly depicting the 24-meter sub-arterial road and land reserved thereto connecting to Dwarka Express. Relying and acting upon the aforesaid, the land-owning company of the project land became desirous to develop a residential Project and vide Application dated 19.02.2011, applied to the Director, Town and Country Planning, Haryana ("DTCP") for grant of license for setting up of Residential Group Housing Colony over the said land. That the DTCP issued a letter of intent 03.10.2011 (LOI) to the opposite party vide a memo no. LC 2556-JE(VA)/2011/14660 ("LOI"), accepting the application dated 19.02.2011, subject to furnishing certain guarantees, inclusive of bank guarantees on account of Infrastructure Development Charges and External Development Charges. The Letter of Intent dated 03.10.2011 was issued by the DTCP whereby, it was clear that the responsibility to acquire the land and construct the 24-meter road falling outside the project land was of the state authorities, and it was only incumbent upon the opposite party to construct the internal 24-meter road falling within the project. The opposite party furnished an undertaking dated 18.11.2011 as required by the DGTCP, Haryana. The aforesaid understanding was also categorically captured in the License dated 07.12.2011, wherein, MISPL was directed only to construct the 24-meter road falling within the

project land. Therefore, the responsibility of constructing the 24-meter road falling outside the project land was of the State Authorities and not with the opposite party. The DTCP prepared the Sectoral Plan dated 18.12.2011 of Sector 104, Gurgaon, clearly depicting a 24-meter sub-arterial road and land reserved thereto connecting to Dwarka Express Way, besides providing many other external developments works along the said 24-meter sub-arterial road.

XVIII. That in the meantime, the promoter approached the Hon'ble High Court of Punjab and Haryana, seeking a remedy and directions pertaining to the non-construction of the 24-meter road by the concerned State Authorities. It was inter alia prayed before the Hon'ble Court,

- I. to acquire land for construction and development of the 24m road,*
- II. direct the Respondents to take necessary steps as per the LOI dt. 03.01.2011,*
- III. declare that the policy for land aggregation and integrated infrastructure cannot have retrospective effect,*
- IV. declare the said policy as ultra vires and that the construction of the 24m road in the Sectoral Plan do not form part of the external development works as defined under the 1975 Act and instead is the responsibility of the Respondents to develop.*
- V. Finally, direct the Respondents to provide connectivity of the project developed by the Petitioners by the proposed 24m road*

XIX. Notice was issued to the concerned authorities on 14.03.2018 in the Writ Petition bearing No. 6187 of 2018 before the Hon'ble High Court of Punjab and Haryana. The aforesaid writ petition is still pending adjudication and has been listed for hearing on 06.11.2025.

XX. That in terms of the license dated 08.12.2011 issued by the concerned authority, the opposite party was required to make arrangements for water supply till the external services were made available from the external infrastructure to be laid by HUDA. After numerous representations, vide letter dated 27.03.2017, HUDA granted freshwater assurance and made drinking/domestic water available at Boosting Station Sector 16 and Basai WTP, Gurugram. It is pertinent to mention that vide the said letter, HUDA

confirmed that "...The regular water supply of 700KLD will be given after completion of water supply line which will take one year or as per availability of clearance of land..." Accordingly, the opposite party was ensuring, at its own cost, the availability of domestic water as per the manner/directions by HUDA. Thereafter, vide letter dated 07.11.2017, HUDA apprised that the work of providing and laying of master water supply is in progress. After numerous efforts of the opposite party, finally vide letter dated 20.11.2017, Office of the Executive Engineer, HUDA, Div No. III, Gurugram, granted permission for the supply of water for drinking / domestic purposes. Pursuant thereto, vide representation dated 20.03.2018, the OP requested an update on the status of the master line as stated in the letter dated 07.11.2017. Thereafter, the opposite party made necessary arrangements for laying the water line from the HUDA master line to the project site, the said water connection line was commissioned at the project site. That within a day of the water line being established, the water line connecting the HUDA master line to the project was damaged by some unknown miscreants, thereby disrupting the water supply and causing hardship to the respondent.

XXI. That the appellant, pursuant to the aforesaid, lodged a formal criminal complaint dated 13.02.2019 and also filed its representation before Gurgaon Municipal Development Authority. Further, it is pertinent to note that it is not only the complainant who are facing this problem; in fact, other similarly placed developers in Gurgaon are facing the same problem with respect to water lines being damaged. Subsequent thereto, the opposite party yet again filed various complaints and representations before various authorities, thereby complaining about the damaged water pipelines.

XXII. After several requests from the Municipal Corporation of Gurugram has now finally laid down water pipelines at the cost of the opposite party, and the same is working. Thus, the instant Complaint is liable to be dismissed on

account of concealment of material facts and documents, besides being vitiated on account of the false, vexatious and unsubstantiated allegations levelled by the complainant. There is no defect or deficiency on the part of the opposite party. Therefore, after taking due cognisance of the preliminary submissions, which are taken in alternative and without prejudice to each other, stating clearly and unequivocally the grounds for dismissal of the instant complaint.

6. All other averments made in the complaint were denied in toto.
7. 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:

8. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial Jurisdiction:

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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:

10. 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)(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;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainants.

F.I. The actual amount paid for flat, the interest paid to bank on loan, refund of CAM charges paid as per the counter-offer of the complaint made on 20.06.2023 to Godrej properties development along with the accrued benefits till the date of disbursement.

F.II Buyback at the rate of the counter offer given by complainant dated 14.06.2023 be directed to be paid along with the accrued benefits till the date of disbursement.

12. The above-mentioned reliefs sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
13. The complainant, through the present complaint, is seeking relief in the form of a refund of the actual amount paid for the flat, reimbursement of the interest paid to the bank on the home loan, CAM charges, and a buyback at the rate proposed by the complainant in their counter-offer dated 14.06.2023.
14. The complainant contends that on 02.06.2023, M/s Godrej Projects Development Limited (GPDL) unilaterally declared all residential towers in the Godrej Summit Project structurally unsafe, issuing an ultimatum to flat owners to either vacate their premises or accept a buyback offer at only 80% of the amount paid. This decision was allegedly based on a structural safety report prepared by IIT Delhi, which the respondent has consistently refused to share, despite multiple formal requests. Left with no other option, the allottees submitted a representation to the Department of Town & Country

Planning, Haryana, seeking an independent inquiry. However, the respondent failed to take any remedial action and continued to ignore the legitimate grievances of the allottees.

15. Subsequently, on 14.07.2023, the respondent sent 3 emails, wherein the first email was a buyback offer price, which was much lower than the amount already paid to GPD L for each flat and which, according to GPD L, is not open for negotiation. The second email was a threatening email for cooperating with them with the inspection schedule unilaterally decided by GPD L only, otherwise, GPD L would break open the lock of the flat and the third email from GPD L was a warning the flat owners with the following: "some channel partners / people / entities who are misleading the customers by saying that if they come via them to execute the buy-back process of their unit, as offered by GPD L, they will be able to get them a better "deal
16. On contrary, the respondent has submitted that, during maintenance work, the project site was inspected by IIT Delhi, which vide letter dated 01.06.2023, confirmed that the building is structurally safe, while suggesting certain remedial works. The respondent states that these suggested works are being carried out at its own cost. It is further claimed that the buyback and repair scheme floated by the respondent has no connection with the IIT Delhi report and should not be construed as an admission of structural defects.
17. The factual matrix of the case reveals that the Builder-Buyer Agreement between the parties was executed on 10.04.2013, and the Conveyance Deed was executed in favor of the complainant on 20.09.2022. The present matter primarily revolves around the IIT Delhi report, on the basis of which both parties have raised their respective claims and objections.
18. The respondent also filed an application on 14.08.2025 to submit certain documents on record. These include the IIT Delhi report dated 01.06.2023, a representation made by the respondent to the Senior Town Planner (STP), the

order dated 20.11.2024 passed in C.W.P. No. 31218 of 2024 before the Hon'ble High Court of Punjab and Haryana, and minutes of meetings held on 19.03.2025 (under the chairmanship of the STP), 23.05.2025 (under the chairmanship of the Deputy Commissioner), and a letter dated 13.06.2025 by the District Town Planner.

19. The Authority has examined the contents of the IIT Delhi report and other related documents submitted. The relevant paras of the said documents are reiterated below:

20. The relevant para of IIT Delhi report dated 01.06.2023 is reiterated below:

"In order to check the extent of the corrosion, Half-cell potential tests were conducted. We have gone through the results of the half-cell potential test which indicates that in most of the areas, the present quality of reinforcement is not concerning. However, there are few pockets where corrosion has occurred beyond acceptable levels and the same can be treated and repaired locally.

Basis our understanding of multiple projects in this belt of Dwarka and Dwarka expressway, we have observed similar issues being faced by many other communities.

This process of corrosion can however be stopped by ensuring that water does not get into the concrete. This can be achieved through a robust and thorough maintenance framework for concrete, waterproofing, painting and MEP services. We would like to confirm that the distress encountered in these buildings is not a structural problem and the building is apparently safe for habitation. We will be guiding the agencies involved to implement repairs along with a robust plan of audit and maintenance to ensure that the buildings remain good for habitation for its intended design life."

21. The relevant para of minutes of meeting of the Committee under the Chairmanship of W/Deputy Commissioner, Gurugram on 23.05.2025 regarding Godrej Summit, Group Housing Colony Sector-104, Gurugram dated is reiterated below:

The structural audit report has already been issued by the IIT Delhi for Summit Group Housing Society in Sector 104, Gurugram and the developer in consonance with the report is also carrying out the repair work. Although, the complainant has expressed his dissatisfaction over the finding of IIT Delhi report, he has not given any cogent reason for his grievance. Further, IIT Delhi is a premier Engineering and Research Institution and the committee finds no reason to doubt its report given by the expert team of IIT Delhi. Hence, the committee is of the view that there is no requirement of conducting another structural audit.

The repair work undertaken by the builder is already being monitored by Senior Town Planner, Gurgaon which obviates the requirement of another review by this Committee.

The present complaint has been filed and pursued by only one resident/ owner from the said GHS whereas; no other resident of the said GHS has made any such complaint before any concerned department or District Administration. Therefore, without getting into the specific details of the quality of the work, the Committee also observes that this complaint may be filed being, devoid of any basis given by the complainant

In view of above facts, the Committee is also of the opinion that DTCP, Haryana may be requested that a statutory mandate/ policy/ guideline may be formulated for carrying out the Structural Audit of existing, societies in the District/ State.

The meeting was ended with thanks to the Chair.

22. The relevant para of letter dated 13.03.2025 by District Town Planner regarding inclusion of Godrej Summit, Group Housing Colony Sector-104, Gurugram in the list of Societies for Structural Audit based on representation by Sh. Anant Verma. is reiterated below:

In compliance of direction received from the Directorate vide above referred letter, a meeting was held under the Chairmanship of Senior Town Planner, Gurugram on 19.03.2025 (copy of minutes of meeting enclosed) and accordingly this office was requested to coordinate with District Administration Gurugram for inclusion of the Group Housing Society in the Structural Audit.


In this regard, a meeting of the Committee under the Chairmanship of Deputy Commissioner, Gurugram was held on 23.05.2025 and the minutes of the meeting is enclosed herewith, wherein it was decided by the Committee that the request of the complainant cannot be considered as the complaint is devoid of merits and few other grounds which have been mentioned in the minutes of meeting dated 23.05.2025.

Further, the Committee after detailed deliberation has opined that DTCP, Haryana may be requested for formulating standard operating procedure (SOP)/guidelines to facilitate structural audit of existing Group Housing Societies in the District / State.

23. Upon reviewing all the submissions, including the structural audit report from IIT Delhi, minutes of various meetings held by Authorities, and the representations made by both parties, the Authority finds that the complainant has failed to establish any substantial ground to justify a refund or to dispute the objection raised by the respondent that the project is safe for habitation. Further, the IIT Delhi report dated 01.06.2023 confirms that the

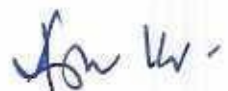
project Godrej Summit Sector 104, Gurugram is safe for habitation. Further, the ongoing repair works are being supervised by competent authorities, including the Senior Town Planner. Also, the committee chaired by the Deputy Commissioner and the letter from the District Town Planner both assert that the complaint filed before the DTCP is devoid of merit, and no other residents have raised similar concerns and concluded that there is no requirement for conducting another structural audit. Hence the Authority considers the said project is safe for habitation and no relief for refund or buyback at the complainant's proposed counter offer is made out.

24. However, under the peculiar circumstances of the present case the complainant is at liberty to approach the Adjudicating Officer under Section 14(3) of the Act, 2016 for seeking compensation in respect of any structural defects or deficiencies in the quality of construction of the unit
25. The complaint is accordingly decided in terms of the findings contained in para 13 to 25 above.
26. Complaint stands disposed of.
27. File be consigned to registry.


(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram

**(Arun Kumar)**

Chairman

Dated: 19.08.2025