



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1389 of 2023
Date of filing:	30.06.2023
Date of first hearing:	03.08.2023
Date of decision:	07.08.2025

Poonam Verma and Anr,
W/o Pradeep Kumar,
R/o 164, Sector-47,
Noida.

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1390 of 2023
Date of filing:	30.06.2023
Date of first hearing:	03.08.2023
Date of decision:	07.08.2025

Devender Singh Bamel,
S/o Balbir Singh,
R/o Bhatol Jattan, Teh. Hansi,
Distt. Hisar, Haryana- 125042

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

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Complaint no.:	1398 of 2023
Date of filing:	30.06.2023
Date of first hearing:	03.08.2023
Date of decision:	07.08.2025

Pankaj Jain and Anr
S/o Vinod Kumar Jain,
Ro Unit no. 164, 1st Floor,
Terrace Cottage, Jal Enclave Heights,
Silver Spring Township Ph-01,
Indore, Madhya Pradesh- 452020

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1399 of 2023
Date of filing:	30.06.2023
Date of first hearing:	03.08.2023
Date of decision:	07.08.2025

Col HS Bhagat
S/o A.S.S. Bhagat,
R/o D-40, Defence Colony,
New Delhi- 110024

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	1401 of 2023
Date of filing:	30.06.2023
Date of first hearing:	03.08.2023
Date of decision:	07.08.2025

Sapna Goyal,
D/o Vinod Kumar Jain,
R/o H. no. 62, Ground Floor, Regency Greens,
Opp Cyber Park, Sector-46, Gurgaon,
Haryana- 122001

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1460 of 2023
Date of filing:	25.07.2023
Date of first hearing:	31.08.2023
Date of decision:	07.08.2025

Vishal Sharma & Anr
C/o Giriraj Prasad Sharma,
R/o Plot no. 02, 2nd Floor,
K6.1, Sector-83, Vatika India Next,
Gurgaon, Haryana- 122004

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	1597 of 2023
Date of filing:	25.07.2023
Date of first hearing:	29.08.2023
Date of decision:	07.08.2025

Shalinder Kumar Sharma & Anr,
S/o Sh. Dharampal Sharma,
R/o 1207- GF, Sector-46,
Gurgaon

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1598 of 2023
Date of filing:	25.07.2023
Date of first hearing:	29.08.2023
Date of decision:	07.08.2025

Manjuli Sharma,
W/o Ashok Gopinath,
R/o Villa-6, Gurgaon One Complex,
sector 22, Opposite Hyatt Place,
Gurgaon, Haryana- 122015

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	1606 of 2023
Date of filing:	25.07.2023
Date of first hearing:	29.08.2023
Date of decision:	07.08.2025

Himani Vishen,
W/o Naveen Vishen,
R/o 443, Surya Apartments,
Plot no. 14, Sector-6, Dwarka
New Delhi- 110075

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1619 of 2023
Date of filing:	25.07.2023
Date of first hearing:	29.08.2023
Date of decision:	07.08.2025

Amit Kumar Bhatliya,
S/o Manphool Singh,
R/o VPO Bhirr Via Pacheri Bari,
Distt. Jhunjhunu, Rajasthan- 333515

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	1640 of 2023
Date of filing:	21.08.2023
Date of first hearing:	16.11.2023
Date of decision:	07.08.2025

Lohri Singh and Anr
S/o Sh. Shiv Charan
R/o VPO Badshahpur,
Behind Saini Dharamshala,
District Gurgaon,
Haryana- 122101

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2187 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Vidya Bhushan Sharma and Anr
C/o Sh. Ved Vyas Sharma,
R/o H.no- 329/21, Gali no.5,
Madanpuri, Gurgaon,
Haryana- 122101

....COMPLAINANTS

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2191 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Rajpal Sharma,
S/o Satbir Singh Sharma,
R/o H. no. 2280, Shanti Nagar,
Thanesar, Distt Kurukshetra,
Haryana- 136118

....COMPLAINANT

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2238 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Ravinder Singh,
S/o Gian Singh,
R/o H. no. 432/7, Near Shiv Murti, Pratap Nagar,
Gurgaon, Haryana- 122001

....COMPLAINANT

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2261 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Harinder Kumar,
S/o Umrao Singh,
R/o H. no- 175, Near Main Chopal Wali Gali,
Kanganheri,
South West Delhi - 110071

....COMPLAINANT

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2290 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Shanaullah Khan and Anr.
S/o Nasrullah Khan,
R/o F-3, 4th Floor,
Abul Fazal Enclave- 1, Okhla South Delhi,
Delhi -110025

....COMPLAINANTS

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2296 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Ashok Kumar Sangwan and Anr,
S/o Chunnilal Sangwan,
R/o Villa 35, Mapsko Casabella,
Sector-82, Gurgaon- 122004

....COMPLAINANTS

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2302 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Kavita Gupta
W/o Raj Gupta,
R/o 31/41,
Binova Bhave Road, Main Tower,
Flat- 5DC, Kolkata- 70038

....COMPLAINANT

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2306 of 2023
Date of filing:	13.10.2023
Date of first hearing:	08.11.2023
Date of decision:	07.08.2025

Rohit Katoch
S/o P.C. Katoch,
R/o B2-304, Tulip Orange,
Sector – 70, Gurgaon- 122001

....COMPLAINANT

VERSUS

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
 2. Manish Gupta, Chairman, Monitoring Agency
-RESPONDENTS

Complaint no.:	2386 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Abhishek Kumar Singh and Anr
S/o Parmatma Prasad Singh
R/o D-1403/4, Sierra Towers,
Lokhandwala, Kanivali,
Mumbai – 400101

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
 2. Manish Gupta, Chairman, Monitoring Agency
-RESPONDENTS

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Complaint no.:	2389 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Rajat Dhawan
S/o Yash Pal Dhawan,
R/o 945, Boyer Boulevard,
Mississauga, Ontario- L5V 1X4,
Canada.

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2401 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Asha Garg,
D/o Brij Bhushan Singhal,
R/o 1404C Wing,
Kalpavruksh Heights, Link Road,
Kandivali West, Mumbai,
Maharashtra- 400067

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2414 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Rajat Narain Mathur and Anr
S/o P.N. Mathur,
R/o H. no. S - 32, New Town Heights,
DLF Garden City, Sector-90,
Gurgaon, Haryana- 122505

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2416 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Dinesh Kumar Gandotra,
S/o Late Shiv Kumar Gandotra,
R/o 109, Housing Board Colony,
Shiv Sai Mandir, Sector- 7 Ext,
Gurgaon, Haryana- 122001

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2431 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Meera Jha and Anr
D/o Mahavir Jha,
R/o B-902, Sunshine Helios,
Sector-78, Noida.

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2439 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

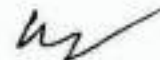
Rakesh Kumar Jain & Anr
S/o Mathra Dass Jain,
R/o Nagpal Nagri, H. no. 150,
Gali No.4, Malout, Muktsar,
Punjab- 152107

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	2440 of 2023
Date of filing:	03.11.2023
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Meera Jha and Anr
D/o Mahavir Jha,
R/o B-902, Sunshine Helios,
Sector- 78, Noida

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	2684 of 2023
Date of filing:	04.01.2024
Date of first hearing:	20.02.2024
Date of decision:	07.08.2025

Sanjay Prakash Verma & Anr
S/o Ved Prakash Verma,
R/o 119, GF- Navjiwan Vihar,
Near Sri Aurobindo College,
P.o Malviya Nagar,
New Delhi-17

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	166 of 2024
Date of filing:	08.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Anil Kumar Aggarwal & Anr
S/o Sh. Chaynan Mal Agarwal,
Flat no. 1101, Tower no- B-4, Tulip Orange,
Sector-70, Gurgaon-122101.

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	168 of 2024
Date of filing:	16.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Meenakshi Yadav
W/o Mahesh Yadav,
R/o H. no. 1/15, Road No. 1,
West Punjabi Bagh Extension,
Delhi- 110026

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	171 of 2024
Date of filing:	08.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Anurag Bhatnagar & Anr,
S/o Hemant Bhatnagar,
R/o J- 164, Ground Floor,
Saket, New Delhi- 110017

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	174 of 2024
Date of filing:	08.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Jasmeet Singh Bhatia & Anr
S/o Harbhajan Singh Bhatia,
R/o Flat no.H2-093, Assotech Spring Fields,
Sector- Zeta 1, Greater Noida,
Sakipur, Gautam Buddha Nagar,
Uttar Pradesh – 201306

....COMPLAINANTS

Versus

Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.

.....RESPONDENT

Complaint no.:	175 of 2024
Date of filing:	08.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Sarvesh
S/o Dr. Satyavir Singh Yadav,
R/o E-502, Aswani Galaxy,
Sr no. 201, Kaspate Wasti Rd,
Wakad, Pune, Maharashtra - 411057

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS

Complaint no.:	207 of 2024
Date of filing:	16.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Preeti Agarwal,
W/o Vineet Agarwal,
R/o Fort Oasis 36B,
Panditiya Road, Block 07,
Flat No. 803/4, Kolkata- 700029

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS



Complaint no.:	237 of 2024
Date of filing:	16.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Rajesh Kumar,
S/o Om Parkash,
R/o H. no. 1406, Block- A,
Surya Vihar, Near Sector-4,
Gurgaon

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	238 of 2024
Date of filing:	16.02.2024
Date of first hearing:	06.08.2024
Date of decision:	07.08.2025

Nandan Singh,
S/o Puran Singh,
R/o Shivalik Homes, Flat no. A-604,
Surajpur, Site- C, Near Sector Zeta-1,
Gauttam Buddha Nagar,
Uttar Pradesh- 201306

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS



Complaint no.:	26 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Meesha Bhatia
W/o Ramesh Kumar Bhatia,
R/o D-303, Dwarkadham Apartments,
Sector- 23, Plot no. 13,
Dwarka, New Delhi- 110077

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS

Complaint no.:	32 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Saroj Kumari and Anr
W/o Suresh Kumar,
R/o Mahala Jotan Ka Mohalla,
Ward no.4, Bhatiwari,
Jhunjhunwala, Rajasthan - 333026

....COMPLAINANTS

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta, Chairman, Monitoring Agency

.....RESPONDENTS



Complaint no.:	34 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Neena Arora
W/o Parveen Arora,
R/o Apartment no. 8B, Tower 17,
Central Park 2 Resort, Sohna Road,
Sector-48, Gurgaon
Haryana- 122018

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS

Complaint no.:	45 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Rajesh Sehgal
S/o Late Sh. N.N. Sehgal
R/o B-43 to 46, 3rd Floor,
Back Side, Mohan Garden,
Uttam Nagar, New Delhi- 110059

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS



Complaint no.:	46 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Brij Mohan Sehgal
S/o Late Sh. N.N. Sehgal,
R/o B-43 to 46, 3rd Floor,
Back Side, Mohan Garden,
Uttam Nagar, New Delhi- 110059

....COMPLAINANT

Versus

Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.

.....RESPONDENT

Complaint no.:	48 of 2025
Date of filing:	21.01.2025
Date of first hearing:	20.02.2025
Date of decision:	07.08.2025

Jitendra Kumar Tiwari,
S/o Bhagirath Tiwari,
R/o H. no. 4, Block-12,
SF Spring Field Colony, Faridabad.

....COMPLAINANT

Versus

1. Vivek Gupta through Resolution Applicant
Vardhman Buildtech Private Ltd.
2. Manish Gupta Chairman, Monitoring Agency.

.....RESPONDENTS

CORAM: Parneet S Sachdev Chairman
 Nadim Akhtar Member
 Dr. Geeta Rathee Singh Member
 Chander Shekhar Member



Date of Hearing: 07.08.2025

Hearing: 9th hearing in S.no. 1-11.
8th hearing in S.no. 12-19.
7th hearing in S.no. 20-28
6th hearing in S.no. 29-36
4th hearing in S.no. 37-42

Present: Mr. Anish Gupta, counsel for all the complainants except in complaint no. 2684-2023, through VC.

Adv. Tarun Dhingra for complainant in complaint no. 2684-2023.

None for respondent no.1 in all captioned complaints.

Adv. E. Krishan Dass for respondent no. 2 in all captioned complaints.

ORDER (PARNEET S SACHDEV -CHAIRMAN)

1. Above captioned complaints are taken up together for hearing as facts and grievances to be addressed in all the complaints involve same issue and are related to the same project namely, "SPRINGDALE", situated at Sector-3, Dharuhera, Haryana. Therefore, final order is being passed by taking the Complaint No. 1389 of 2023 titled "Poonam Verma and Anr. V/s Vivek Gupta through resolution applicant Vardhman Buildtech Private Limited", as a lead case for deciding all captioned matters.
2. Present complaint has been filed on 30.06.2023 by the complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that



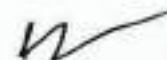
the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. FACTS OF THE CASE AS STATED IN THE COMPLAINT

3. Facts of the present complaint are that the respondent no.1 is the successful resolution applicant for Vardhman Buildtech Pvt. Ltd. (Corp Debtor) whose resolution plan got approved on 28.01.2022 by Hon'ble NCLT, New Delhi. Respondent no.2 is the Monitoring Agency appointed by the Hon'ble NCLT.
4. That License No. 142 of 2008 was issued by DTCP to Brihaspati Constructions Pvt. Ltd. (landowner) for developing a group housing colony over an area measuring 8.1 acres in Sector-3, Dharuhera. However, the development rights were assigned to Vardhman Buildtech Pvt. Ltd. without prior DTCP approval vide an agreement on 14.04.2008 and the license in question has not been formally transferred to the said developer till date.
5. Subsequently, the developer issued advertisements inviting applications for allotment of residential units in the aforesaid project. Relying upon the said advertisement, the complainant approached the developer and submitted an application for the allotment of a flat in the said project
6. That the complainant was allotted Flat No. 803 in Tower-F, measuring 1350 sq. ft., in the said project vide Builder Buyer Agreement (BBA) dated 26.09.2012, executed between the complainant and the developer. A copy of the BBA dated 26.09.2012 is annexed with the complaint as Annexure C-1



7. It is averred by the complainant that as per the Builder Buyer Agreement (BBA) executed between the parties, the developer had undertaken to complete construction of the said tower/block by December 2015; however, the same remains incomplete till date.
8. That it was further brought into notice of the complainants that the Hon'ble NCLT, New Delhi, initiated Corporate Insolvency Resolution Process (CIRP) against the developer on 29.01.2019. Thereafter, the Committee of Creditors (CoC) approved the Resolution Plan dated 09.10.2019, submitted by the respondent, by a voting share of 97.30%, which was subsequently approved by the Hon'ble NCLT vide its order dated 28.01.2022. Copies of the Resolution Plan and the order passed in Company Petition (IB) No. 1383 (PB)/2018 are annexed as Annexures C-2 and C-3, respectively.
9. Subsequent to the approval of the Resolution Plan, the complainant remitted the entire consideration amount for the allotted unit, in accordance with the terms of the Builder Buyer Agreement (BBA) and the approved Resolution Plan.
10. Complainant further submitted that in terms of the order passed by the Hon'ble NCLT, the respondent was obligated to obtain all mandatory approvals within one year, including registration with the Authority and to complete and hand over Phase I of the project by 28.07.2023, inclusive of a six-month extension period. Although the respondent assured the homebuyers that all requisite permissions had been obtained except for approvals from DTCP and HRERA, but it is averred that no



such registration has been completed, nor has the license been transferred or renewed as on the date of filing of the present complaint.

11. That in the meeting convened by the Monitoring Agency on 21.12.2022 with certain homebuyers, Respondent No. 1 disclosed that the development cost had been calculated at ₹390/- per sq. ft., which was to be borne by all allottees. On the same date, the respondent also sought a two-month extension for the completion of Phase I. It is further alleged by the complainants that the "Minutes of Meeting" (MoM) were unilaterally prepared and did not accurately reflect the discussions held or the concerns raised by the homebuyers.
12. Further, in the subsequent meeting held on 22.01.2023, the respondent introduced an additional demand of ₹20,000/- towards electricity meter charges and security deposit. The allottees strongly objected to this, along with the earlier demand of ₹390/- per sq. ft., and sought justification for both, as well as an explanation for the delay in obtaining necessary approvals from the competent authorities. It is further alleged that the "Minutes of Meeting" circulated thereafter were inaccurately recorded and misrepresented the homebuyers' objections, falsely indicating their consent to the proposed charges. Copy of the MoM of meeting dated 21.12.2022 and 22.01.2023 are annexed as Annexure C-4 and C-5 respectively.
13. It is further alleged that the respondent, vide demand letter dated 27.01.2023, raised arbitrary and illegal charges of ₹390/- per sq. ft. and ₹20,000/- as one-time charges, citing Clause 1.4 of the BBA. However, the complainant submits that as per the said clause, such charges are only leviable at the time of offer of possession.



Additionally, the respondent threatened to levy 18% p.a. interest and forfeit the allotted unit in the event of non-payment. Copy of the demand letter dated 27.01.2023 issued by the respondent to the complainant is annexed as Annexure C-6 with the complaint.

14. It is further submitted that on 06.02.2023, the respondent reiterated the aforementioned illegal demands and additionally raised a charge of ₹1,00,000/- towards 100% power backup, stating that the same would escalate to ₹2,00,000/- if not paid by 30.04.2023. These demands were again reiterated vide letters dated 06.03.2023 and 16.03.2023. Copy of the final demand letter cum cancellation letter dated 06.02.2023, 06.03.2023 and 16.03.2023 issued by the respondent to the complainant is annexed as Annexure C-8 with the complaint.

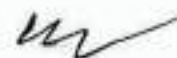
15. The complainant submits that several homebuyers, including the complainant, repeatedly sought justification from the respondents regarding the basis and timing of the impugned demands. Copies of email correspondences from other homebuyers are annexed as Annexure C-9 to the complaint.

16. Following which homebuyers approached DTCP, Haryana, seeking clarity on the status of requisite permissions and approvals and raised objections to the arbitrary demands imposed by the respondent. A copy of the DTCP's response dated 15.03.2023 is annexed as Annexure C-10. Further, numerous allottees appeared before this Hon'ble Authority in Suo Motu Case No. 2929/2019, pending against Brihaspati Constructions Pvt. Ltd., wherein the Authority took cognizance of the



matter and advised the complainants to file individual complaints concerning the demand of ₹390 per sq. ft. and other related issues

17. That DTCP, Haryana in the hearing dated 31.03.2023 and vide its order dated 13.04.23 directed the respondent to immediately take steps to clear the dues of license no 142 of 2008 so that it can be transferred in the name of respondent and not to raise any demand on allottees who have paid entire consideration. It was also directed not to cancel any allotment and to complete the project within 6 months. Copy of order dated 13.04.2023 issued by DTCP, Haryana is annexed as Annexure C-11.
18. Complainant submitted that despite the order, the respondent issued notice for cancellation vide allotment cancellation letter dated 18.04.2023 to complainant and many buyers. Copy of the notice for allotment cancellation letters issued by the respondent to complainant is annexed as Annexure C-12.
19. That the complainant submits that the respondent has prematurely invoked Clause 1.4 of the BBA to raise demands, despite the fact that construction is incomplete and requisite approvals are still pending. The respondent, through its demand letters, has exerted undue pressure by threatening interest @18% p.a. and forfeiture of the allotted unit in case of non-payment. That as per the approved resolution plan, any development charges etc. will be paid by allottees as and when it arises/accrues It is further submitted that, as per established industry practice, such charges become payable only upon actual development and at the time of offer of



possession. Therefore, the demands raised are premature and violative of the Real Estate (Regulation and Development) Act, 2016.

20. It is the complainant's case that the allottees have already paid EDC/IDC to the developer/Corporate Debtor in accordance with the BBA. The only outstanding dues are uncrystallized charges under Clause 1.4, which must be substantiated by the respondent. Without a detailed breakup justifying the ₹390/- per sq. ft. ₹20,000/- for electricity meter, and ₹2,00,000/- for power backup, the complainant and other allottees cannot be expected to comply with these arbitrary demands.

21. Therefore, being aggrieved by the conduct of the respondent, complainant has filed the present complaint before this Hon'ble Authority for seeking the reliefs as prayed as under

B. RELIEFS SOUGHT

22. The complainant in his complaint has sought following reliefs:

- (i) Pass exparte ad interim stay on the cancellation notice dated 18.04.2023 issued by the Respondent and restrain the Respondent from acting in furtherance of the said cancellation notice;
- (ii) Set aside the cancellation notice dated 18.04.2023 issued by the Respondent to the Complainant;
- (iii) Restrain the Respondent or its associates/agents/successors from creating any third party rights in the Flat/Unit No. 803 in Tower-F, admeasuring 1350 sq. ft. allotted to the Complainant;

- (iv) Restrain the Respondent from raising any demand raised in terms of Clause 1.4 of Builder Buyer Agreement by the Respondent vide his letters dated 27.01.2023, 06.02.2023, 06.03.2023 and 16.03.2023;
- (v) Direct the Respondent to maintain status quo with regard the Demands being raised in terms of Clause 1.4 of Builder Buyer Agreement, till the pendency of the present complaint;
- (vi) Declare the demand raised vide its letter dated 27.01.2023, 06.02.2023, 06.03.2023 and 16.03.2023 in terms of Clause 1.4 of Builder Buyer Agreement as null and void;
- (vii) Direct the Respondent to get HRERA registration on urgent basis;
- (viii) Appoint a third party to scrutinize/audit the quantum of all the Demands raised by Respondent, under clause 1.4 of BBA, from all the homebuyers;
- (ix) Direct the Respondent to disclose the quantum and bifurcation of maintenance which will be charged by the Respondent from the Complainant in future;
- (x) Direct the Respondent to disclose all the additional uncrystallised cost towards the allocated unit, if any, which has not yet been demanded from the Complainant as per the BBA/Resolution Plan;
- (xi) Pass any other order as may deem fit and proper in the facts and circumstances of the instant case.



C. REPLY SUBMITTED ON BEHALF OF RESPONDENT NO.1

Ld. Counsel for the respondent no.1 has filed a detailed reply on 27.07.2023 pleading therein as under:-

23. That the respondent has primarily objected that the complainants have not approached this Hon'ble Authority with clean hands and are obstructing the implementation of the resolution plan, which was approved by the Hon'ble NCLT, Principal Bench, New Delhi, vide order dated 28.01.2022 in *Priyanshi Arora vs. Vardhman Buildtech Pvt. Ltd.* [Company Petition No. (IB)-1383(B)(PB)/2018], wherein Mr. Vivek Gupta was appointed as the Resolution Applicant. Copy of the order dated 28.01.2022 is attached as Annexure R-1 with the reply.
24. Further, the respondent submitted that in accordance with the approved resolution plan, a Monitoring Agency (MA) was constituted to oversee the day-to-day operations of the company during the interim period of implementation. As per Clause D (*Implementation Schedule and Monitoring*) sub-clause 3 (*Management of the Company*), the Monitoring Agency was to be headed by the Resolution Professional and Mr. Manish Gupta was appointed as its Chairman.
25. That Mr. Vivek Gupta, Successful Resolution Applicant had submitted a detailed resolution plan which was approved by 97.30% of the Committee of Creditors, including homebuyers, after due consideration of all applicable regulations.
26. The Hon'ble NCLT had categorically held that the Adjudicating Authority is not to substitute its judgment for the commercial wisdom of the Committee of Creditors (CoC), nor to assess the merits of the resolution plan, which was accordingly approved.



Pursuant thereto, Respondent No. 1 is under a binding obligation to hand over possession of the allotted flats to the homebuyers in a phased manner, in compliance with the NCLT's directions.

27. Respondent No. 1 submitted that an application for compounding in respect of the transfer of license, has already been filed with the competent authority. Further, the requisite bank guarantee has been furnished in accordance with the demand raised by the DTCP, Haryana. Copy of the application filed by the Successful Resolution Applicant and the reply received from the office of DTCP, Haryana is annexed as Annexure R-3 and Annexure R-4 respectively.
28. Respondent No. 1 has alleged that the complainants have been filing frivolous and motivated complaints before the Office of the Senior Town Planner, Gurugram, pertaining to the same issues already under consideration. It is further submitted that vide order dated 30.06.2023, the Senior Town Planner observed that out of 250 allottees, only 40 allottees were reluctant to pay the final instalment/demand and had ordered that the units shall be reinstated when balance payment is made. Copy of the order passed by the Senior Town Planner is attached as Annexure R-7.
29. That the complainants have deliberately concealed the fact that they have also filed an application bearing I.A. No. 1641 of 2023 before the Hon'ble NCLT, New Delhi. It is alleged that the reliefs sought in the said application are substantially similar to those prayed for in the present complaint, thereby amounting to forum shopping.
30. Respondent No. 1 further submits that in the event of any inconsistency between the terms of the approved resolution plan and the provisions of the Real Estate (Regulation



and Development) Act, 2016, the resolution plan shall prevail and be binding on all stakeholders in terms of Section 31 of the Insolvency and Bankruptcy Code, 2016. It is further submitted that by virtue of the non-obstante clause under Section 238 of the IBC, the provisions of the Code shall have overriding effect over any other prevailing law, including RERA.

31. That Respondent No. 2 has maintained transparency in raising demands under Clause 1.4 of the BBA and had apprised the allottees, including the complainants, of the tentative cost of development of services during the meeting held on 22.12.2022, as recorded in the minutes. That the members of the RWA were also invited to engage their own consultant to verify the said cost. Additionally, respondent no. 1 acceding to the request of the RWA members, agreed to accept the payment of ₹390 per sq. ft. in three monthly instalments. However despite this arrangement it is alleged that the complainants and certain other allottees, under external influence refused to comply with the said payment schedule. That development work are ongoing and more than 200 allottees have duly paid the first instalment in accordance with the raised demand.
32. That even when the homebuyers engaged 2 independent service work consultants both arrived at rates closely matching those quoted by Respondent No. 1. This fact stands duly recorded in Clause 3.2 of the Minutes of Meeting dated 22.01.2023. Subsequent to which the RA has been carrying out the work and the scope of work which has been agreed to be carried out are as under:-



(i) Sewage Treatment Plant

(ii) Rain Water Harvesting for the entire project

(iii) Fire Fighting (Project being High Rise)

(iv) Electrification of the entire project as per the mandate of Dakshin Haryana Bijli Vitran Nigam. The respondent no.1 has got the approval and sanction of the electrification of the project vide letter dated 28.4.2023. The cost of complying with the terms of the sanctioned of electricity load of 3325 Kw would entail expenditure to the tune of ₹4 Crores approx. towards the cost of raising the proposed Switching station and to pay services charges etc. The copy of the sanctioned letter for electrification of Project is enclosed as Annexure R-16.

33. That all the services are capital intensive and requires expenditure and the same are being carried out by the respondent no.1 and the work for providing the services are under-way. The photographs of the same are attached as Annexure R-17 with the reply.

34. That in view of above respondent no 1 is within his rights to seek the charges as per resolution plan and as per BBA. He submitted that all the charges which are being claimed are found mentioned in clause no. 1.4 of BBA in clause (e) and (f).

35. Respondent No. 1 submitted that a bank guarantee of ₹56,21,000/- has been furnished to the office of DTCP, Haryana. It is further stated that the development works have been duly undertaken and the complainants were fully cognizant of the same.

36. He submitted that he has paid the renewal fees to the extent of Rs. 30,00,000/- to DTCP for the license and for change of developer fees. Copies of the receipts are enclosed as annexure R-21.



37. Regarding the issue raised by the complainants that whether the respondents are justified in raising any demand from the complainant under clause 1.4 of the BBA before the date of offer of possession, the respondent submitted that the project is undergoing development and without services being provided as mentioned above the possession of the same cannot be delivered and since the services are part and parcel of the project the complainants cannot stall the same by alleging false averments.
38. Respondent No. 1 submitted that the objection to the ₹390 per sq. ft. demand is baseless, as the charges were discussed in detail with RWA representatives in MoM and are within reasonable limits. It is further submitted that complainants have neither shown the charges to be exorbitant nor provided any alternative cost assessment. The services are being executed under the Monitoring Agency's supervision, and such objections amount to interference with the implementation of the NCLT-approved resolution plan.
39. He submitted that there is no cause of action to file the present petition as demands raised for services are crystallized and have been discussed in detail with representatives of RWA and monitoring agency appointed by NCLT. Further, he submitted that the respondent is merely seeking amounts stipulated under the BBA and not levying any additional or unauthorized charges beyond its terms.

D. REJOINDER TO THE REPLY OF THE RESPONDENT NO.1

Ld. Counsel for the complainant has filed a rejoinder on 04.09.2023 and made the following assertions:



40. That the reply filed by respondent is untenable and submits that the complainants have not concealed any fact from this Authority, rather on the first date of hearing, i.e, on 03.08.2023, the complainants disclosed to the Hon'ble Authority that the complainants had filed an application before the NCLT, New Delhi with respect to certain issues and while doing so has touched on issues in same complaint. He added that the complainants were advised to approach this Hon'ble Authority specifically on issues related to the demand of ₹390/- per sq ft by respondents from complainants. It was only thereafter and being aggrieved by such demands, that the complainants approached this Hon'ble Authority.

41. That the complainants have undertaken before this Hon'ble Authority that as and when the matter pending before the Hon'ble NCLT, New Delhi is taken up, they shall withdraw the prayer(s) pertaining to the issues which are similar to those raised in the present complaint.

42. The complainant submitted that the present dispute does not pertain to any conflict between the approved resolution plan and the provisions of RERA. Instead, the core issue concerns the legality of the demand raised by the respondent under Clause 1.4 of the BBA prior to the offer of possession, and whether the issuance of a cancellation notice for non-payment of such premature demand is justified. That such matters fall squarely within the adjudicatory domain of this Hon'ble Authority.

E. WRITTEN SUBMISSIONS ON BEHALF OF RESPONDENT NO.2

43. An application was received on 16.10.2023 by Sh. Manish Gupta, Chairman of the Monitoring Agency seeking impleadment of the Monitoring Agency as a necessary

and proper party to the present complaint, on the ground that it has been appointed by the Hon'ble NCLT. That all payments from homebuyers are being collected through the Resolution Applicant, and the entire expenditure on the project is being managed and disbursed solely by the Monitoring Agency. That the bank account of M/s Vardhman Buildtech Pvt. Ltd with Union Bank of India, Shalimar Bagh, New Delhi, is operated exclusively by the Monitoring Committee. The applicant also submitted that the complainants despite being aware that all supervision, construction and disbursement to contractors and suppliers is being undertaken by the Monitoring Committee of which an RWA member is also a part, have failed to disclose this fact and deliberately omitted to implead the Monitoring Committee, with the intent to obstruct the on-going project.

44. Reply to application filed by complainant on 21.08.2024

The complainants submitted that the application filed by the applicant is not maintainable either in law or on facts. It is contended that the applicant is neither a necessary nor a proper party to the present proceedings. Further, it was stated that the applicant has no direct connection to the grievances raised as it has neither issued the impugned demand letters nor the cancellation notices in question. That under Section 31 of the Real Estate (Regulation and Development) Act, 2016, only an aggrieved person may file a complaint against a promoter, allottee, or real estate agent. The Act does not contemplate impleadment of any other entity. Complainant submitted that since the Monitoring Agency has been appointed solely for



supervising the implementation of the resolution plan during the interim period, it lacks the authority to seek any modification in the present matter.

45. The said application submitted by the Chairman, Monitoring Agency was allowed by this Authority vide order dated 26.09.2024 and Monitoring Agency was impleaded as Respondent no. 2.

In pursuance of which respondent no.2 has filed its detailed submissions on 17.02.2025 stating therein:

46. That the respondent no.2 is the Chairman of the Monitoring Agency appointed by Principal Bench of Hon'ble NCLT vide its order dated 28.01.2022. Monitoring Agency comprises of Resolution Professional, two members of the Resolution Applicant and two representatives of the COC where at least one shall be from Home buyers.

47. That the Monitoring Agency (MA) is responsible for the day-to-day operations of the company Vardhman Buildtech Private Limited during the interim period under the resolution plan. The MA is headed by the resolution professional.

48. That the Successful Resolution Applicant Sh. Vivek Gupta is executing the project and demanded Rs. 390/- per Sq Ft for providing services which was already paid by about 80% of the flat buyers to the builder. However, some buyers had doubts about the prices being claimed by the Successful Resolution Applicant.

49. That in pursuance of which the respondent no. 2 arranged meeting with other office bearer to resolve the issue as the same is essential for timely completion of the



project but still some buyers have filed multiple complaints against respondent no.

1.

50. That the respondent no. 2 has been collecting the payment and the entire expenses on the project have been disbursed by the Monitoring Agency exclusively and on account of the order dated 03.08.2023 passed by this Hon'ble Forum the entire funds flow required to complete the project has come to a standstill.
51. Further, the complainants have given a wrong impression that the Resolution Applicant is not authorised to collect the amount of Allied Charges @ ₹ 390 per Sq Ft for the services as there is no reasonable justification for the Successful Resolution Applicant to claim ₹390 per sq ft.
52. That the service charges allied by the SRA has been verified by the Monitoring Agency along with members of the MA, representatives of the RWA which is lower than the amount quoted by the other vendors.
53. That there is no reasonable amount available with the Monitoring Agency or with the Resolution Applicant required for the purposes of completion of service at the site and in absence thereof, the occupational certificate cannot be issued by the Government Agencies.
54. Further, as per the resolution plan approved by COC, the Successful Resolution applicant though cannot increase the basic sale price for the flats and have to abide by the prices so mentioned in the Builder Buyer Agreement but with a view to complete the project on time, SRA can demand for the service charge from the buyer as and when it is required or accrues.



55. That the respondent no. 2 is supervising the project and the issue regarding the demand for the breakup of ₹390/- per sq ft demanded for services has been made to all the buyers in a fair and transparent manner. The RWA, its members and the present complainants were called to discuss the issue and with a view to avoid the impression that the respondent no.1 is demanding an unreasonable amount of money, the members were asked to call for their own experts/ consultants and vendor to have open bid to cross check with the rates quoted by the respondent no.1. Accordingly minutes of meetings were recorded and it was concluded that the rates offered by the respondent no.1 were competitive and are on lessor side in comparison to the rates quoted by other experts.

56. That respondent no. 2 stated that the alleged prayer to scrutinize/audit the quantum of all the demands raised by the respondent no.1 under clause 1.4 of BBA read with terms of Resolution Plan from all the home-buyers is also not maintainable as there has been no allegations on the members of the Monitoring Committee of any financial irregularity who are supervising the affairs of the project and as a matter of fact, the respondent no. 1 is not acting independently in any manner nor he has any role as his role is limited to the extent to carry out the construction of the project and all the financial aspects including disbursement of amount and expenditure are being carried out exclusively by the the members of the Monitoring Committee. He submitted that the alleged pleas as raised by the complainant are only a ploy to create confusion and to mislead the court.



57. Further, he stated that the Monitoring Committee in order to safe-guard the interest of all the buyers previously moved an application for seeking its impleadment as necessary and proper party, The same was allowed as the present project is being executed by Monitoring Committee appointed by NCLT and the respondent no.1 is working like an agent to the answering respondent with his position being confined solely to complete the project, to seek and apply necessary approvals and registrations as per the order dated 28.1.2022 and any order passed would affect the Home-Buyers who are waiting to get the possession of the their respective flats booked.

58. That the respondent no.2 submitted that the interest of buyers including the present complainant shall not be compromised and the members of the Monitoring Committee shall ensure that the respondents shall not claim any amount over and above the Builder Buyer Agreement and the resolution plan duly approved by NCLT shall be implemented in letter and spirit and any attempt made by any person, entity to circumvent the mandate of resolution plan would be prosecuted for obstructing the implementation of the resolution plan as per law.

59. That in view of the submissions made and undertaking given by the respondent no.1 that he would not hike the price or demand any other extra amount over and above the price and allied charges in the BBA and resolution plan, he stated that the alleged apprehensions of the complainants have no basis.

F. REJOINDER TO THE REPLY OF THE RESPONDENT NO.2



Ld. Counsel for the complainant has filed a rejoinder on 14.02.2025 and made the following assertions:

60. That the complainants are aggrieved by the arbitrary demands and cancellation notices issued by respondent no. 1. That the newly impleaded Monitoring Agency has no direct role in these grievances and is neither a proper nor necessary party to the proceedings.
61. The monitoring agency has failed to demonstrate how its presence is essential for adjudicating the present dispute. While the approved resolution plan permits the formation of monitoring agency, its role is limited in scope and the burden lies on the monitoring agency to establish how the project has reached a standstill.
62. That section 31 of the Real Estate (Regulation and Development) Act, 2016, does not permit a party like the monitoring agency to independently approach the Authority.
63. That there is no justifiable basis for the Successful Resolution Applicant to demand ₹390 per sq. ft. from the complainants.

G. ADDITIONAL DOCUMENTS FILED BY THE PARTIES

64. An affidavit has been filed by the complainant on 02.01.2024 in compliance with the Authority's order dated 16.11.2023, whereby the complainant was directed to submit receipts of the total amount paid. Along with the affidavit, the complainant has also annexed an order dated 20.12.2023 passed by the Hon'ble NCLT, New Delhi in IB-1383(PB)/2018 "*Priyanshi Arora v. M/s Vardhman Buildtech Pvt. Ltd.*", which records that Application No. 1641/2023; wherein the complainants



had sought reliefs similar to those raised in the present complaint was dismissed as withdrawn.

65. That the respondent no.1 submitted an affidavit dated 25.09.2024 in response to show-cause notice issued under section 63 of the Act in terms of order dated 09.05.2024 wherein he has made following assertions:-

- (i) That there has been no non-compliance of the orders of the Authority. That pursuant to the orders dated 03.08.2023 passed by this Authority there has been no demand raised by the respondent for depositing of any amount or to move ahead with cancellation letters.
- (ii) Further, previous cancellation letters issued prior to the passing of order 03.08.2023 were never implemented and no overt act had been carried out.
- (iii) That the respondent no.1 has sworn that the deponent is maintaining status quo with respect to the cancellation notices issued to all the complainants who have filed the present complaints and has not moved ahead with the earlier cancellation letters.
- (iv) Further the respondent undertook to record his statement that earlier cancellation notices issued to all the complainants who have filed the present petitions issued prior to 03.08.2023 stands withdrawn subject to the final outcome of the petition and subject to the directions passed by the NCLT, Delhi.
- (v) That the project is under revival in compliance with the resolution plan approved by the Principal Bench of the Hon'ble NCLT, New Delhi.



66. On 13.01.2025, the complainant has filed certain objections to the affidavit filed by the respondent no.1 stating therein:-

- (i) That the Authority had directed the respondent no.1 to disclose the quantum and breakup of the charges. However, affidavit filed by the respondent no.1 is in clear violation of the orders of the Authority.
- (ii) That as per the admission of the respondent no.1 in paragraph 14 of the affidavit dated 07.12.2024, the nature of work for which the demand is ₹390 per sq.ft has been raised is covered under clause 1.4 of the BBA which can be raised at the time of offer of possession only by virtue of Annexure B of the Builder Buyer agreement at serial no.11, which clearly depicts that the charges which the respondent is demanding covers only under the heading EEC (External Electrification Charges), FFC (Fire Fighting Charges) and any other charges as applicable which as per serial no.11 can only be demanded at the time of offer of possession only. Hence the complainant undertakes to pay them as and when the possession shall be offered to them.

67. On 17.02.2025 respondent no.1 submitted an affidavit in compliance of order dated 26.09.2024 regarding justification of ₹390 per sq ft stating therein:-

- (i) That in order to complete the project with all services, various efforts for reconciliation has taken place and efforts were made in the past to get the work done as per the consultant of the complainants. It was submitted that complainants brought 2 independent service work Consultants namely M/s



L.S Power Control. The said owner of M/s L.S Power namely Sh. Amit Bhatia visited the site and after detailed discussion with members of RWA offered rates which were higher than the rates quoted by the said vendor and even the scope of work to be carried out by the said vendor was very limited.

- (ii) Further, the respondent no.1 submitted that the buyers brought in another vendor, M/s Bonzi Enterprises, who quoted approx. ₹16.12 crores for external electrification, excluding government dues of ₹6.46 crores and the cost of constructing the sub-station. Including these, the total cost was estimated to be around ₹23 crores, i.e., ₹306 per sq. ft. In contrast, respondent no.1 agreed to undertake the same work at ₹260 per sq. ft. Thus, there is no real dispute regarding the cost and the present complaint misrepresents the demand as arbitrary and baseless. Copies of relevant documents are annexed as R-1 and R-2 with this affidavit.
- (iii) That the respondent no.1 has placed the charts with an affidavit regarding the proposed cost claimed by the vendors brought by the complainant vis-à-vis the deponent/ Successful Resolution Applicant.
- (iv) In view of the higher rates quoted by independent vendors brought by the complainants, it was recorded in the Minutes of Meeting dated 22.01.2023 (Point 3.2) that, since the quoted rates exceeded those of the Successful Resolution Applicant, the service works under Clause 1.4 of the BBA would be undertaken by Respondent No. 1.



(v) That the same was recorded in the clause 3.3 of the minutes of meeting dated 22.01.2023. clause 3.3 is reproduced below-

"The RWA members had come with the conclusion that the services development work shall be executed as per the proposal of the R.A with the consultants as referred by R.A as the time demanded by the new consultant would lead to further delay in the project and an additional out-flow of funds on account of professional charges to the new consultant."

- (vi) Similarly the rate for setting up STP plant was tentative around ₹5.5 Crores (out of which 1 Cr. is for mechanical and 4.5 Crore is for civil work for of the STP) to make the same operational. The invoice raised for installation of said Machines to make the said STP operational is around ₹1 Crore. The copy of the Quotation received with tentative cost and scope of work along with the drawings for the said Civil Work which was to be undertaken at the site are enclosed as Annexure R-3 in the case no. 1389/2023 (Colly). The tentative cost for setting up the said STP plant comes to ₹73.5/- Per Sq Ft.
- (vii) Respondent no.1 has further submitted that he also sought quotation to execute the work of installation of Solar Heater, Fire Fighting and Rain Water Harvesting. The total tentative costs for executing the aforesaid work at the site was ₹7,20,00,000/- and though the cost comes to ₹90-95 Per Sq Ft. Respondent no.1 undertakes to complete the said work at a cumulative cost of ₹390/ Per Sq Ft.



- (viii) The respondent submits that under pressure from RWA members, the cost of ₹390 per sq. ft. was agreed to be collected in three instalments. As recorded in the Minutes of Meeting, the rate offered by the deponent (Resolution Applicant) was lower than those quoted by the vendors/consultants engaged by the complainants and RWA. Accordingly, the RWA and its members agreed to allow the respondent to carry out the execution of services.
- (ix) The respondent no.1 affirms that pursuant to discussions with the RWA and Monitoring Agency as recorded in the Minutes of Meeting, the Resolution Applicant has been executing the agreed scope of work, which includes: (i) Sewage Treatment Plant, (ii) Rain Water Harvesting for the entire project, (iii) Fire Fighting systems (for a high-rise project), and (iv) Complete project electrification as per the approval of Dakshin Haryana Bijli Vitran Nigam. The electrification approval dated 28.04.2023 mandates a sanctioned load of 3325 kW, requiring approximately ₹4 crores for setting up a switching station and related service charges. In view of the above, the demand raised is in accordance with the Resolution Plan and Clause 1.4 of the Builder Buyer Agreement. The allegations levelled by the complainants are baseless and appear to be an attempt to obstruct the timely execution and handover of possession.
- (x) That all the charges which are being claimed by the respondent no.1 are found mentioned in clause no 1.4 of the Builder Buyer Agreement. Clause



(e) of the Builder Buyer Agreement reads as under:- "*Proportionate charges for STP, Solar Heater, Rain Water Harvesting etc*". Clause (f) of the Builder Buyer Agreement read as under: "*Proportionate Charges for External Electrification Charges, electric sub-station, Fire Fighting Charges etc*".

(xi) That the respondent no.1 categorically denies having raised any new demands beyond those stipulated in the Builder Buyer Agreement or the approved Resolution Plan. That the Resolution Plan was duly approved by the Hon'ble NCLT vide order dated 28.01.2022 and the present complainants, by raising such grievances, are attempting to overreach and undermine the said order.

(xii) That there exists no cause of action for filing the present petition, as the service-related demands stand crystallized and were thoroughly discussed with the RWA representatives and the Monitoring Agency appointed by the Hon'ble NCLT. The apprehensions raised by the complainants are baseless as no quotations from any approved service provider have been produced. The complainants are merely levelling unsubstantiated allegations of overcharging and are seeking a roving enquiry which is impermissible. Such proceedings cannot be misused to delay or obstruct the ongoing development work, which is at its final stage and being executed in compliance with the directions of the Hon'ble NCLT.

(xiii) That apart from the aforesaid rate of ₹390/- Per Sq Ft being demanded, the deponent shall not claim any further hike to monitoring agency in the



same or demand any additional amount except for the registration charges, Stamp Duty and/or other incidental charges for execution of registry and/or other documents of transfer of unit to be paid at the time of execution and registration of Sale Deed.

68. That the respondent no.2 has submitted an application along with affidavit dated 21.05.2025 in compliance of last order with respect to the status of the project wherein he has made following averments-

- (i) That the Construction of Phase-1 of project has been completed by SRA as per terms of the Resolution Plan and photographs have been placed on record before this authority.
- (ii) He further submitted that an appeal was earlier filed before the Ld. Additional Chief Secretary, Department of Town and Country Planning, Haryana, challenging the suspension of License No. 142 of 2008 by DTCP, Chandigarh. However, during the pendency of that appeal, M/s Vardhman Buildtech Pvt. Ltd. entered into Corporate Insolvency Resolution Process (CIRP) before the Hon'ble NCLT, Principal Bench, via order dated 29.01.2019. As a result, the appeal was adjourned sine die.
- (iii) Post approval of the Resolution Plan, the said appeal was revived and heard. After considering submissions of both parties, the Ld. ACS directed that the appellant's request for renewal of License No. 142 of 2008 be considered by the competent authority.

- (iv) That the respondent no.2 submits that the resolution applicant has sought certain relief and concessions from the department of DTCP in resolution plan submitted by the SRA.
- (v) Apart from the above, as per the approved resolution plan the SRA had to infuse sum of ₹5,00,00,000/-. However, the SRA has infused sum of ₹16,00,00,000/- approx. for the development of the project.
- (vi) Further, SRA has filed an application to opt the One Time Settlement Scheme (OTSS) Samaadhan se Vikas policy. As per the policy there was an option to settle the outstanding amount by way of execution of sale deed in favour of DTCP. That the SRA has availed the same and agreed for the execution of sale in favour of DTCP.
- (vii) He submitted that after successful completion of scrutiny of documents and physical inspection of the property DTCP has informed that the execution of Sale Deed can be executed only after obtaining OC/ CC from the concerned department.
- (viii) That the SRA has noted that the Government of Haryana has introduced a policy amendment titled "Reschedulement of External Development Charges and State Infrastructure Development Charges" vide Memo No. PF-37/5/20/2019-2TCP/31981. A copy of the same is enclosed as Annexure R-1 with the affidavit. The SRA has planned to opt for Clause (b) of the said policy for reschedulement of charges.



- (ix) That approximately ₹10 crores remain outstanding from various homebuyers. However, the complainant and certain others have refused to comply with the payment demands, thereby obstructing the financial flow essential for project completion
- (x) That there is no longer any dispute regarding the quantum of service charges, as complainants have recorded statements agreeing to make the payments.
- (xi) Moreover, the SRA has reiterated on multiple occasions that no further demands shall be raised under the heads of EDC/IDC or hidden charges. Homebuyers will only be liable to pay statutory government charges, registration fees, incidental charges, and applicable taxes as per Clause 1.4 of the Builder Buyer Agreement.

69. Further, this Authority vide its order dated 22.05.2025 had directed both the respondents to submit an affidavit in all the captioned complaints for confirming that the essential services have been installed in the project and that no further demand shall be raised on account of EDC/IDC from the homebuyers. In compliance of which affidavits have been received by this Authority on 02.07.2025. Respondent no.1 in its affidavit has stated following:

- (i) That with respect to service cost, the respondent has already filed an affidavit before this Hon'ble Authority in compliance of order dated 26.09.2024



- (ii) That the Sewage Treatment Plant (STP) including civil work has been completed and the same is pending to be made operational and the RWA members have requested not to make it operational due to maintenance cost.
- (iii) That the LT panels, HT panels and Compact Sub Station ("CSS") for electrification were installed but the same are pending to be made operational as RWA members have requested not to make it operational due to maintenance cost.
- (iv) Respondent No.1 also submitted that lift materials have been procured and are available on-site. The machine rooms in all six towers are ready, and the lift façades are completed; however, operationalization is pending due to maintenance cost implications and potential damage concerns.
- (v) That infrastructure of the fire-fighting is completed at the project but pending for operationalization due to maintenance cost. Further, Internal roads, internal street lights, landscaping and rain water harvesting chambers etc are functional at the project site.
- (vi) That he further mentioned that SRA undertakes that no additional amount will be demanded under the heads of EDC and IDC and there is no hidden charges. The homebuyers shall be liable to pay only government charges, registration charges, stamp duty, other incidental charges for execution of registry and/ or other documents of transfer of unit to be paid at the time of execution and registration of sale deed, taxes as specified in clause 1.4 of the Builder Buyer Agreement.



(vii) That the respondent no.1 stated that all the essential services are available at the project site and can be made functional and it is due to the request made by RWA, that respondent has not started the service due to maintenance cost.

70. Respondent no.2 vide an affidavit dated 02.07.2025 has submitted following statement:

- (i) That the respondent along with other members of Monitoring Agency have done the inspection of the site whereby Sewage Treatment Plant including civil work, LT panels, HT panels and Compact Sub Station for electrification, Infrastructure of fire-fighting have been installed at the Phase-1 project site and shall be made functional subject to approval of RWA on maintenance cost.
- (ii) That essential internal infrastructure such as roads, street lighting, landscaping, and rainwater harvesting chambers are already functional at the Phase-1 site.
- (iii) That there is no dispute with respect to the service cost and no additional amount will be demanded under the heads of EDC and IDC and there are no hidden charges. The homebuyers shall be liable to pay only government charges, registration charges, stamp duty, other incidental charges, taxes as specified in clause 1.4 of the Builder Buyer Agreement.



- (iv) That all the essential services are available at the project site and same is verified by the deponent along with other members of MA and same can be made functional as and when RWA bears to bear the maintenance cost.

H. ORAL SUBMISSIONS BY THE PARTIES

71. Both parties have reiterated the submissions made in their respective complaints, replies and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

I. ISSUES FOR ADJUDICATION:-

Whether the complainants are entitled to the reliefs sought or not?

J. OBSERVATIONS OF THE AUTHORITY

72. In view of the facts, circumstances, and documents placed on record, this Authority is of the considered opinion that the captioned complaints pertain to the project "SPRINGDALE", located at Sector-3, Dharuhera, Haryana. The complaint revolves around the factum that the complainants booked certain units in the respondent's project and subsequently the respondent went into Corporate Insolvency Resolution Process (CIRP). Pursuant to the initiation of CIRP proceedings, the Hon'ble NCLT, New Delhi, approved a resolution plan on 28.01.2022, whereby Respondent No.1 was appointed as the Successful Resolution Applicant (SRA) and a Monitoring Agency (Respondent No.2) was constituted to oversee the execution of the project. As per the approved resolution plan, the project was to be completed in a phased manner and handed over to the allottees.



Following the approval, the respondents raised a demand towards service charges quantified at ₹390/- per sq. ft., which was disputed by the complainants on the ground that they had already invested a substantial amount many years ago and had not yet received possession of their respective units. The situation was further aggravated when the respondent issued cancellation letters upon non-payment, it was also brought to the Authority's notice that the complainants had previously approached the Hon'ble NCLT seeking similar reliefs. However, the said application was withdrawn, and documentary proof of such withdrawal has been placed on record. Therefore, the complainants have approached this Authority for adjudication upon various reliefs as discussed in PARA B of this order, in respect of certain deficiencies alleged on the part of the respondent. In light of the extensive nature of these reliefs, they are being adjudicated one by one simultaneously, based on the respondents written submissions, affidavits filed by the parties and arguments presented during the hearing in response to the relief sought by the respondent.

i. Pass ex parte ad interim stay on the cancellation notice dated 18.04.2023 issued by the Respondent and restrain the Respondent from acting in furtherance of the said cancellation notice;

73. The complainant's primary relief pertains to interim stay on the cancellation notices and setting aside of cancellation letters issued by the respondent. In this regard, it is relevant to note that this Authority vide order dated 03.08.2023 had already at the preliminary stage itself, based on the documents placed on record,



issued interim directions restraining the respondent from raising such demands and had directed the respondent to withdraw the cancellation letters, pending final adjudication of the complaints. The operative portion of the said order dated 03.08.2023 is reproduced as under:

"5. On perusal of demand letters issued by respondent and relevant documents placed on file, it prima facie appears that respondent had raised demands from the allottees which are neither in consonance to the construction of the project nor as per the terms of builder buyer agreement or resolution plan. Therefore, Authority directs the respondent not to raise any demands from the allottees in contradiction to the builder buyer agreement. Since the demands raised were in contradiction/ violation of the builder buyer agreement and the resolution plan, the Authority is constrained to direct the respondent to withdraw the cancellation letter till the pendency of the captioned complaints before the Authority."

74. Subsequently, the matter was again taken up on 26.09.2024 wherein Ld. Counsel for the resolution applicant stated that the previous cancellation letters issued to the allottees were signed by the chairman of the Monitoring Agency and the resolution applicant did not authorise any cancellation. Further, she stated that no demand has been raised by the successful resolution applicant pursuant to the order of this Authority dated 03.08.2023. The counsel stated that previous cancellation notices issued to all the complainants who have filed the present petitions were issued prior to 03.08.2023 and the same stands withdrawn subject to the final outcome of the petition and subject to the directions passed by the NCLT, Delhi. In view of which the Authority vide its order dated 26.09.2024 had quashed the cancellation letters. Relevant paragraph of the order dated 26.09.2024 is reproduced below:



"5. In light of the above arguments, the authority is of the view that the cancellation letters issued by Chairman, Monitoring Agency were issued without any authorisation by the Resolution Applicant and such cancellation letter stand withdrawn as informed by the Ld. Counsel for Resolution Applicant, vide affidavit dated 25.09.23 submitted before the Authority. However, in case any such cancellation letter issued by the chairman of Monitoring Agency to any allottee still exists, the Authority hereby quashes the same."

75. In light of the above, it is clear that the cancellation letters issued prior to 03.08.2023 have been withdrawn by the Resolution Applicant and any such cancellation notices issued by the Chairman of the Monitoring Agency without authorisation have been quashed by the Authority as per its order dated 26.09.2024. Therefore, to ensure the effective implementation of these orders and to avoid any prejudice to the complainants, Authority reaffirms its earlier directions. Accordingly, the respondents are hereby directed that they shall not issue any fresh cancellation letters to the complainants.

ii. Set aside the cancellation notice dated 18.04.2023 issued by the Respondent to the Complainant;

76. The relief sought for setting aside the cancellation notice dated 18.04.2023 has already been addressed in detail in the aforementioned paragraphs. Hence, the same is not being reiterated herein for the sake of brevity.

iii. Restrain the Respondent or its associates/agents/successors from creating any third party rights in the Flat/Unit No. 803 in Tower-F, admeasuring 1350 sq. ft. allotted to the Complainant;



77. The complainants have sought relief to restrain the respondents or its agents from creating any third party rights over the units allotted to the complainants in all the captioned complaints. It is pertinent to note that the complainants have already paid the entire amount towards their respective units or in some cases, a substantial portion of the total sale consideration. The complainants have been awaiting possession of their units for several years after having invested their hard earned money and they have placed on record payment receipts along with their affidavits to substantiate the same. This fact remains undisputed by the respondent.

78. Further, the respondent no. 1 vide its affidavit dated 25.09.2024 in para 7 has categorically submitted its statement that the respondent no.1 is maintaining status quo with respect to the allotment of all the complainants. Relevant paragraph is reproduced below-

"7. That the deponent is maintaining status quo with respect to the allotment of all the complainants who have filed the present complaints and has not move ahead with the earlier cancellation letters."

79. Considering the statement of respondent no.1 and the circumstances, Authority observes that any attempt by the respondent to alienate transfer, or create third-party rights over the said units would not only prejudice the complainants rights but will also render the adjudicatory process futile. Therefore, in the interest of justice and to avoid multiplicity of proceedings it is hereby directed that the respondent shall not create any third-party rights or interests in the subject units allotted to the complainants. The said allotments shall continue to remain valid and binding.



subject to the final compliance of terms under the Resolution Plan and the Builder Buyer Agreement.

- (iv) Restrain the Respondent from raising any demand raised in terms of Clause 1.4 of Builder Buyer Agreement by the Respondent vide his letters dated 27.01.2023, 06.02.2023, 06.03.2023 and 16.03.3023;*
- (v) Direct the Respondent to maintain status quo with regard the Demands being raised in terms of Clause 1.4 of Builder Buyer Agreement, till the pendency of the present complaint;*
- (vi) Declare the demand raised vide its letter dated 27.01.2023, 06.02.2023, 06.03.2023 and 16.033023 in terms of Clause 1.4 of Builder Buyer Agreement as null and void;*
- (viii) Appoint a third party to scrutinize/audit the quantum of all the Demands raised by Respondent, under clause 1.4 of BBA, from all the homebuyers;*
- (ix) Direct the Respondent to disclose the quantum and bifurcation of maintenance which will be charged by the Respondent from the Complainant in future;*
- (x) Direct the Respondent to disclose all the additional uncrystallised cost towards the allocated unit, if any, which has not yet been demanded from the Complainant as per the BBA/Resolution Plan;*

80. With respect to reliefs no. (iv), (v), (vi), (viii), (ix), and (x), which are similar in nature and interconnected, the Authority has decided to address them collectively. The complainants at the time of filing the captioned complaints sought multiple reliefs, the core grievance being the demand raised for development charges of ₹390/- per sq. ft. by the respondent. Upon perusal of the records and hearing the parties, this Authority took cognizance of the dispute pertaining to the said demand and passed a detailed order dated 26.09.2024. In the said order, ld. counsel for the Resolution Applicant was directed to disclose the complete quantum and detailed breakup of all charges already demanded from the allottees with respect to their respective units. It was further directed that any prospective or future charges intended to be levied should also be included in such disclosure. In response to the same, the complainant had filed an affidavit on 17.02.2025 wherein a detailed table showing the bifurcation of the fixed cost as per the successful resolution applicant has been submitted. The resolution applicant has also submitted that in consideration of the request of the homebuyers, the complainants also brought two independent service work consultants and after visit and detailed discussion with members of RWA it was concluded that the rates offered by them were higher than the rates offered by the resolution applicant. Further it did not include various government fees. Perusal of the said affidavit also reveals a comparative chart of tentative cost being charged by the vendors bought by the complainants vis a vis fixed charges being demanded by the successful resolution applicant. Relevant table is being reproduced herein-



S.No	NATURE OF WORK	FIXED COST AS PER ESTIMATE OF SUCCESSFUL RESOLUTION APPLICANT	TENTATIVE COSTS AS PER ESTIMATES OF VENDORS BROUGHT BY COMPLAINANTS
1.	EXTERNAL ELECTRIFICATION COST WITH COST OF DEMAND OF DAKSHIN HARYANA BIJLI VITRAN NIGAM	RS 20 CRORES APPROX WHICH COMES TO RS 266.66 PER SQ FT	RS 23 CRORES APPROX WHICH COMES TO RS 306 PER SQ FT
2.	SETTING UP AND OPERATIONALIZATION OF SEWERAGE TREATMENT PLANT INCLUDING CIVIL WORK AND MECHANISED SET-UP REQUIRED TO RUN THE SAME AS PER ITS CAPACITY	RS. 5.5 CRORES WHICH COMES TO RS 73.5/- PER SQ FT	RS. 5.6 CRORES WHICH COMES TO RS 75/- PER SQ FT
3.	SETTING UP FACILITIES OF FIRE-FIGHTING EQUIPMENTS, RAINWATER HARVESTING, SOLAR ENERGY PLANT, HORTICULTURE AND OTHER MISC WORK .	RS 75/- PER SQ FT	RS 75/- PER SQ FT
4.	TOTAL TENTATIVE COST AS PER THE VENDORS/ CONTRACTORS BROUGHT BY THE BUYERS/ COMPLAINANT		RS 456/- PER SQ FT
4.	TOTAL FIXED COST AS PER WORK CARRIED OUT BY SUCCESSFUL RESOLUTION APPLICANT/ DEPONENT	RS 415.17/- PER SQ FT	
5.	DEMAND CLAIMED BY SUCCESSFUL RESOLUTION APPLICANT IN VIEW OF THE REPRESENTATION/ REQUEST	RS 390/- IN THREE EQUAL INSTALMENTS.	

81. Further, he has submitted that the complainants in meeting dated 22.01.2023 had agreed to pay the requisite amount and came up to a conclusion that the services and development works shall be executed as per the proposal of the Resolution applicant.
82. Additionally, in order to protect the homebuyers, this Authority vide its order dated 22.05.2025, directed the respondents to submit an affidavit in all the captioned complaints confirming that the essential services have been installed in the project and that no further demand shall be raised on account of EDC/IDC from the homebuyers. In compliance of which, both the respondents have submitted affidavits dated 02.05.2025 stating that apart from the service cost rate of ₹390/- per Sq Ft, no additional amount will be demanded under the heads of EDC and IDC and there are no hidden charges. The homebuyers shall be liable to pay only government charges, registration charges, stamp duty, other incidental charges for execution of registry and/ or other documents of transfer of unit to be paid at the time of execution and registration of sale deed, taxes as specified in clause 1.4 of the Builder Buyer Agreement. Further, it is also affirmed by them that all the essential services are available at the project site and can be made functional. It is due to the request made by RWA, that respondent has not started the service due to maintenance cost. The Resolution Applicant has also attached photographs of the phase-1 site.
83. In view of the above, it is clear that the dispute regarding the quantum for the development charges stands resolved but the question that now falls for



determination is with respect to the time of payment of the development charges amounting to ₹390/-. In this regard, the complainants assert that they are ready to pay the charges but at the time of valid offer of possession. However, the respondent has objected to this stating its difficulty in deferring the collection of such charges citing shortage of funds which are required to clear outstanding dues necessary for obtaining statutory approvals, including renewal of the project license and the issuance of the Occupation Certificate (OC). The respondent contends that without these approvals, it would be impossible to issue any valid offer of possession. The complainants, however, have raised serious concerns and apprehensions based on past conduct of the respondents highlighting that despite having waited for over 13 years, the project remains incomplete. They fear that even if the amount of ₹390/- is collected now, the respondent in no stretch of imagination will be able to pay all the dues and be able to complete the pending works or to obtain the license renewal from the DTCP or get an OC before 2028.

84. In order to resolve this question, it is necessary to examine the relevant contractual framework namely, the provisions of the approved *Resolution Plan dated 28.01.2022 and the Builder Buyer Agreement dated 26.09.2012*. These two documents are sacrosanct and the relief shall primarily rest upon these. Clause 8 of the Resolution Plan, i.e, business revival plan on Page 18 stipulates that "*the claimants will be required to make balance payments towards construction as per already executed BBA agreements or amended BBA/MoU as agreed upon under this plan.*"



This clearly implies that the resolution plan, as given by the NCLT recognises the payment quantum and terms as provided in the BBA. Having understood this aspect, we proceed further.

85. Further, *Clause 9 of the Resolution Plan* lays down a detailed payment schedule and consequences of default, binding upon all admitted claimants. Clause 9 of the resolution plan dated 28.01.2022 is being reproduced below-

"9. In order to effectively execute the plan and provide units to all of the admitted claimants at the earliest, the following revival plan is proposed:

1. All the claimants (Financial Creditors of homebuyer classes) have to pay the balance amounts as per the existing BBA/MOU and shall be paid as under:

a. Payment of Overdue Amount: Of the balance amount already due/called upon and unpaid as per the existing BBA/MOU shall be paid as under:

(i) The entire overdue amount shall be paid within 60 days of approval of the plan by AA without any interest.

(ii) In case amount is paid after 60 days of approval of plan by AA, it will attract interest @18%pa from 61 days till such date of payment.

(iii) After 90 days of approval of plan by AA, RA shall have the right to forfeit the units of defaulters (i.e. default under clause a above only and all other previous defaults stands forgone by RA) of overdue amount as per BBA/MOU/Demand letter raised and the refund, if any, required to be paid as per the BBA/MOU, to such defaulter shall be made within 2 years of the completion of entire project without any interest or any further claims.

b. Payment of Balance of the Sale Consideration: 50% of the balance amount to the extent of 100% of the sale consideration after adjusting the amount already paid as per the existing BBA/MOU and point a) above shall be paid as under:

(i) 50% of the balance amount to the extent of 100% of the sale the consideration shall be paid within 90 days of approval of the plan by AA without any interest.

(ii) In case amount is paid after 90 days of approval of plan by AA, it will attract interest @18%pa from 91 days till such date of payment.

(iii) After 120 days of approval of plan by AA, RA shall have the right to forfeit the units of defaulters (i.e. default under clause b above only and all other

previous defaults stands forgone by RA) of amount as per BBA/MOU/Demand letter raised and the refund, if any required to be paid as per the BBA/MOU, to such defaulter shall be made within 2 years of the completion of entire project without any interest or any further claims.

c. Payment of 100% of the Sale Consideration: The balance amount to the extent of 100% of the sale consideration after adjusting the amount already paid as per the existing BBA/MOU and point a) & b) above shall be paid as under:

(i) Balance amount to the extent of 100% of the sale consideration shall be paid within 180 days of approval of the plan by AA without any interest.

(ii) In case amount is paid after 180 days of approval of plan by AA, it will attract interest @18%pa from 181 days till such date of payment.

(iii) After 210 days of approval of plan by AA, RA shall have the right to forfeit the units of defaulters (i.e. default under clause c above only and all other previous defaults stands forgone by RA) of amount as per BBA/MOU/Demand letter raised and the refund, if any required to be paid as per the BBA/MOU, to such defaulter shall be made within 2 years of the completion of entire project without any interest or any further claims."

(emphasis provided)

86. On bare reading of above, it is evident that the resolution plan states that claimants must pay:

A. **Overdue amounts** within 60 days of approval of the plan. If it is not paid within 60 days, then interest @18% can be charged by the resolution applicant. If the amount still remains unpaid, the unit can be resumed after 90 days. If the overdue amount still remains unpaid beyond 90 days, the Resolution Applicant (RA) is entitled to forfeit the unit of the defaulting claimant and any refund, if payable, shall be made within two years of the project's completion, without any interest or further claims.

B. **50% of the balance** amount i.e (Total amount-Overdue amount as at A) by 90 days. Once again if it is not paid within 90 days, then interest @18% can be



charged. If the amount still remains unpaid after 120 days the RA has the right to forfeit the unit for default under this component alone, with similar terms regarding refund.

C. Remaining balance by 180 days all without interest, failing which interest @18% per annum is applicable from the 181st day.

Beyond 210 days if the amount remains unpaid the Resolution Applicant (RA) is entitled to forfeit units of defaulters, with refund within two years of the project's completion, without any interest or further claims

Further, Clause 1.4 of the BBA dated 26.09.2012 provides a list of charges, including external electrification, STP, fire-fighting equipment, government levies, etc., which the buyer agrees to pay "as and when levied or demanded." Clause 1.4 of BBA dated 26.09.2012 is being reproduced herein:

"1.4 In addition to the above mentioned consideration, the Intending buyer(s) agrees to pay the following charges as and when levied or demanded by the Government/ Developer: -

- a. Service Tax, VAT, labour cess or any other levies/cess/taxes/property tax & any other Govt. dues imposed by the Central or the State Government or any other authorities (including and having retrospective effect).*
- b. Power backup charges.*
- c. Proportionate Charges for provision of any other items / facilities/ specification not specially mentioned herein as may be required by any authorities or considered appropriate by the developer along with allied charges.*
- d. Any Enhancement / Revision in EDC/DC charges (as mentioned in clause 1.3 above), Infrastructure development charges, interest & other charges levied by the Government or any other concerned authority.*
- e. Proportionate charges for STP, Solar heater, Rain-water harvesting, etc.*
- f. Proportionate charges for External Electrification Charges, Electric Substation, Fire Fighting Charges etc.*
- g. Stamp Duty/registration charges and other incidental charges for Execution of Registry and/or other documents of transfer of the Unit in favour of the Intending buyer/s.*
- h. Any other liability/dues, payable by the Intending Buyer, arising out of the present agreement.*
- i. Interest/ penal interest attracted on delayed payment."*



88. However, Annexure B of the same BBA, which details the schedule of payment, under S. No. 11 explicitly mentions that various charges such as CM, Interest-Free Maintenance Security (IFMS), Power Backup, External Electrification Charges (EEC), Fire Fighting Charges (FFC), stamp duty, and other applicable charges shall be paid **“at the time of offer of possession.”**
89. In the given circumstances, it cannot be overlooked that the Resolution Plan was duly approved by 97.30% of the voting share of the Committee of Creditors including homebuyers, after due consideration of its feasibility and viability. Further, the Hon'ble NCLT, New Delhi, vide its order dated 28.01.2022, approved the said Resolution Plan. Further, Clause 1.4 of the BBA must be read harmoniously with the specific stipulations in the Resolution Plan. In case of inconsistency, the Resolution Plan being a later instrument approved under a statutory framework by the Hon'ble NCLT, New Delhi shall prevail. In view of the above the resolution plan approved by NCLT prevails.
90. Additionally, it is also brought to the notice of this Authority that out of approximately 250 allottees, only 40–42 allottees who are the complainants in the captioned complaints have raised objections regarding the demand. Few allottees have also made part payments towards the charges but have stopped further payments in light of the pending complaints. Thus, in the interest of justice and considering that the primary objective of the Resolution Plan is revival and timely completion of the project, any direction restraining the respondent from raising the development charges would be contrary to the intent and purpose of the Plan.



91. Further, the photographs filed by the respondent do indicate that infrastructure work has been executed by the Resolution Applicant. However, possession has not yet been offered to the complainants. Significantly, the respondents had previously raised demands which were quashed by this Authority. Pursuant to such quashing, the respondent withdrew its earlier claims. In light of Clause 8 and 9 of the resolution plan, the Authority is of the view that the resolution applicant is permitted to raise a demand for the development charges of ₹390/- per sq.ft., provided it adheres to the timelines stipulated in the resolution plan.
92. However, equity demands that the respondent's right to raise such demand cannot be absolute or unconstrained. Given the considerable delay in project and the hardship faced by the complainants as well as the time spent in this litigation, the obligations under Clause 9 must be enforced in a manner that balances the rights of both parties. This Authority holds that its enforcement must be accompanied by a reasonable grace period to alleviate potential financial distress caused to the complainants. The respondent shall send out a notice for collection of demands as per the BBA read with resolution plan and shall provide a period of 60 days for collection, once this order is uploaded.
93. It is also noted that in affidavits dated 02.07.2025, the respondents have affirmed that no additional charges under the heads of EDC or IDC shall be imposed. It has further been stated that, apart from statutory government levies, registration charges, stamp duty, and other incidental expenses necessary for execution and registration of the sale deed or other documents of transfer and taxes as specified in



clause 1.4 of the Builder Buyer Agreement, no hidden or unforeseen charges shall be levied on the homebuyers. These statements, having been made on affidavit, are binding and shall be strictly adhered to.

94. In view of the above, complainant's plea to restrain the respondents from raising any demand raised in terms of Clause 1.4 of Builder Buyer Agreement is rejected and this Authority holds that the respondents are at liberty to raise a fresh demand for payment of development charges of ₹390/- per sq.ft. in three instalments subject to the timeline as provided in the resolution plan. As stated earlier, a grace period of 60 days from the date of such demand shall be granted to the complainants for making the payment. During this period, the respondent shall not take any coercive steps, including cancellation or forfeiture.

95. Further, the respondent is directed to take all necessary steps in a proactive and time-bound manner to fulfill its obligations under the Resolution Plan, including securing renewal of license from DTCP, obtaining the Occupation Certificate, completing remaining infrastructure works, and issuing valid offers of possession to the allottees. These steps shall be taken diligently in furtherance of the project's revival and in interest of the allottees.

(vii) Direct the Respondent to get HRERA registration on urgent basis;

96. In view of the above relief, it is pertinent to refer to Section 3 and 4 of the Real Estate (Regulation and Development) Act, 2016, As per Section 3 of the RERD Act, 2016, no promoter shall advertise, market, book, sell or offer for sale any plot,



apartment or building in any real estate project without first registering the project with the Authority.

97. Further, on a bare reading of Section 4(2)(c) of the Act, it is clear that it stipulates that an application for registration of a real estate project must be accompanied by authenticated copies of approvals and commencement certificates from the competent authority, obtained in accordance with applicable laws. In cases where the project is to be developed in phases, separate approvals for each phase must also be submitted. Thus, registration requires the fulfillment of statutory prerequisites, including the availability of valid and subsisting approvals.

98. In the present case, it is an admitted position that the respondent has outstanding dues of ₹18.13 crores payable to the Department of Town and Country Planning (DTCP) and is in the process of clearing dues and seeking renewal and transfer of License No. 142 of 2008 from DTCP, Haryana.

99. It has been brought to the Authority's notice that the respondent has opted for the "Samadhaan se Vikas" a one-time settlement policy, under which the dues are proposed to be settled via execution of a sale deed in favour of DTCP. He added that the competent authorities have also conducted physical inspection of the site after scrutiny of documents. However, execution of the sale deed is contingent upon the issuance of the Occupation Certificate (OC) or Completion Certificate (CC). Additionally, the respondent has stated that they also intend to avail the benefit of the amended Government of Haryana policy dated 26.12.2019, titled "Reschedulement of External Development Charges and State Infrastructure



Development Charges.” permitting 15% down payment of total dues, with the balance payable in five half-yearly instalments with interest.

100. Thus, Authority notes that once the licence is renewed and other formalities with the Directorate of country planning are done, RERA registration shall be applied as per the RERA Act. Until such license is not renewed and validly transferred in the name of the Resolution Applicant and other approvals are acquired, the application for HRERA registration would be legally non-maintainable.

I. DIRECTIONS OF THE AUTHORITY

101. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the RERA Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- i.* Authority quashes cancellation notices issued by the Chairman of the Monitoring Agency without authorisation and respondents are hereby directed that they shall not issue any fresh cancellation letters to the complainants based on the past actions as brought out in this order.
- ii.* Respondents are directed that they shall not create any third-party rights in the subject units allotted to the complainants. The said allotments shall continue to remain valid and binding, subject to the final compliance of terms under the Resolution Plan and the Builder Buyer Agreement.



subject to the timeline as provided in the resolution plan. The respondent shall send out a notice for collection of demands as per the BBA read with resolution plan and shall provide a period of 60 days for collection, once this order is uploaded.

- iv. Further, respondents are hereby directed to complete the license renewal process on priority, and thereafter apply for HRERA registration within 30 days of such renewal, in accordance with Sections 3 and 4 of the RERA Act, 2016.

102. In view of aforesaid observations, present complaint stands **Partly allowed** and is accordingly disposed of. File be consigned to the record room after uploading of the order on the website of the Authority.


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CHANDER SHEKHAR
[MEMBER]


.....
DR. GEETA RATHEE SINGH
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]


.....
PARNEET S SACHDEV
[CHAIRMAN]