

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

Complaint no. : 355 of 2025
Date of filing : 24.01.2025
Date of decision : 11.07.2025

M/s Adani Brahma Synergy Pvt. Ltd.
Address: Adani House, Plot no. 83, Sector-32,
Industrial Area, Gurugram, Haryana.

**Complainant/
Promoter**

Versus

Ajit Pal Thind
R/o: M5, Adani Samsara, Sector-60, Gurugram,
Haryana.

**Respondent/
Allottee**

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE

Shri Parbhat Jain (Advocate)

On behalf of complainant

Shri Ajit Pal Thind

On behalf of respondent

ORDER

1. The present complaint has been filed by the complainant/promoter under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of sections 19(6) of the Act whereby the allottee is obligated to make necessary payments in the manner and within time as specified in the agreement for sale.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the respondent, date of proposed handing over the

possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name and location of the project	"Samsara", Sector 60, Gurugram
2.	Nature of the project	Independent Residential Floors
3.	Project area	9832 sq. mtrs.
4.	DTCP License	64 of 2010 dated 21.08.2010
5.	HRERA registered/ not registered	Registered Vide no. 207 of 2017 dated 15.09.2017
6.	Agreement for sale	11.05.2018 (page no. 11 of the complaint)
7.	Unit no.	M5-B, 2 nd Floor (page no. 12 of the complaint)
8.	Super Area	1715 sq. ft. (page no. 12 of the complaint)
9.	Basic Sale Consideration	Rs. 1,57,49,780/- (As per conveyance deed on page no. 166 of complaint)
10.	Total amount paid by the complainant	Rs. 1,57,49,780/-
11.	Occupation Certificate	09.09.2019 (Page no. 138 of complaint)
12.	Conveyance deed	09.06.2020 (page no. 133 of complaint)

B. Facts of the complaint

3. The complainant/promoter has made following submissions in the complaint:

I. That the complainant herein is filing the present complaint against the allottee seeking maintenance charges i.e. Rs.4,28,287/- as on December

2024 for the flat no. M5-B, 2nd Floor, Adani Samsara, Sector -60, Gurugram.

- II. That allottee has obtained possession of the unit in February 2020 and till date have not paid the complete maintenance charges as per clause 11.1 and 11.2 of the agreement for sale dated 11.05.2018.
- III. That the respondent herein had filed complaint CR/7289/2022 before this Hon'ble Authority on 17.11.2022 seeking certain reliefs i.e. structural audit of the building, to repair the cracks appearing on the wall, to replace all the broken tiles and broken stones installed at the staircase against the complainant herein. The complainant has filed a site visit report dated 05.03.2022 along with the reply to complaint which itself states that due to time and temperature variations such cracks occur.
- IV. That this Hon'ble Authority vide order dated 02.05.2024 appointed Shri Sumit Nain, engineer executive as local commissioner to inspect the site and file the report.
- V. That in compliance of the order dated 02.05.2024 Local commissioner submitted the report on 16.08.2024. The Hon'ble Authority vide order dated 20.08.2024 directed the complainant herein to execute the repairs (of the two units out of three as one of the allottees refused to carry out the repairs) as per the report and to file the status report.
- VI. That in compliance of the order dated 20.08.2024 the complainant executed the repairs of the units i.e., 5A and 5C however the respondent herein refused for execution of the repairs.
- VII. In compliance of the directions of the Hon'ble RERA Authority, the complainant has executed the following repairs in units which the allottees are well aware of:

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

VIII. That the complainant herein has been sending demand notices and reminders for payment of outstanding maintenance charges qua to the respondent vide email and demand letters dated 13.08.2022, 19.08.2022, 06.09.2022, 23.09.2022, 15.10.2022, 24.01.2023, 16.02.2023, 25.02.2023, 01.03.2023, 18.03.2023, 11.04.2023, 22.04.2023, 29.04.2023, 20.05.2023, 27.05.2023, 16.06.2023, 05.07.2023, 26.07.2023, 26.08.2023, 18.11.2023, 20.12.2023, 20.01.2024, 30.03.2024 and 08.07.2024 for an outstanding amount of Rs.4,28,287/- as on December 2024 for the flat no.M-5B, 2nd Floor, Adani Samsara, Sec -60, Gurugram.

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

- X. That the respondent has executed the conveyance deed i.e. clause B (i) and (iv) @ Pg.9 wherein the allottee has agreed to pay the maintenance charges.
- XI. In view of the above, the allottee may be directed to pay the outstanding maintenance charges for an amount for an outstanding amount of Rs.4,28,287/- as on December 2024 for the flat no.M-5B, 2nd Floor, Adani Samsara, Sec -60, Gurugram.

C. Relief sought by the complainant/promoter

4. The complainant has filed the present complaint for seeking following reliefs:
- Direct the respondent to pay the maintenance charges of Rs.4,28,287/-.
 - Direct the respondent to pay litigation cost and compensation of Rs.1,00,000/-

D. Reply by the respondent

5. The respondent has contested the complaint on the following grounds:
- That the present complaint is not maintainable, as the grievances raised therein are frivolous and appear to be a strategic attempt to harass and exert undue pressure on the respondent with the intent to deter him from pursuing his rightful claim for compensation before the Hon'ble adjudicating officer.
 - That the respondent duly took possession of the subject flat on 09th March 2020, which is an undisputed fact and was expressly confirmed by the complainant through an official email correspondence. It was further mutually agreed that the obligation to pay maintenance charges would commence from the said date of possession.

- III. That the respondent has duly paid and settled the maintenance charges for the initial 18 months period, up to 09th September 2021.
- IV. That at the time of booking, the respondent was informed that the applicable maintenance charges would fall in the range of Rs. 2 to Rs. 3 per sq. ft. At the time of possession, the rate was confirmed at Rs. 3 per sq. ft. plus applicable GST, which was paid for a period of 18 months, ending 09th September 2021. The society does not have an operational clubhouse facility till date hence, no component of the maintenance charges pertained to club maintenance.
- V. That merely 18 months after possession, the complainant/promoter unilaterally escalated the maintenance charges to Rs. 5.08 per sq. ft. + GST, reflecting a 70% increase without consulting or obtaining the consent of the allottees.
- VI. That post increase in maintenance charges, there was a marked deterioration in the quality services rendered. The respondent experienced a significant decline in upkeep and sanitation. The quality of water supplied from the Sewage Treatment Plant (STP) was so poor that visible larvae were detected in flush water. Moreover, foul odor persisted throughout the premises, creating a hazardous living especially for children and senior citizens. Such health threats are in direct violation of Article 21 of the Constitution of India (Right to Life). The maintenance agency upon being informed unofficially suggested switching to domestic water and the maintenance agency staff made the necessary changes after taking a very small amount for doing the same. Accordingly, the respondent has not been availing the STP services for over two years, yet the complainant continued charging for it.



- VII. That numerous instances of security breaches and theft incidence were brought to the attention of the complainant. However, there was a complete failure to act, jeopardizing the safety of the respondent.
- VIII. That the flat was sold as a "lake-view" unit with a commitment that the view would remain unobstructed. Contrary to this, the promoter later planted tall trees obstructing the promised view. Despite assurances that the trees would be trimmed on a regular basis, no horticulture staff till date have trimmed these trees, resulting in the view been completely obstructed by trees.
- IX. That several unauthorized constructions by other allottees have adversely affected the aesthetic and utility value of the respondent's flat. Despite bringing these to the notice of the promoter, no preventive or remedial action was taken.
- X. That at the time of handover, the complainant categorically admitted that possession of key areas-the basement and terrace-which are part of the saleable area, was pending due to incomplete work. It was promised that the outstanding work would be completed within two weeks. However, till date, the same remains unfulfilled. Demanding full maintenance charges without delivering full possession of the premises is not only unethical but also in violation of the principle of reciprocal obligations under contract law.
- XI. That from the date of possession, the respondent has faced persistent harassment due to unresolved issues in the flat and common areas. The complainant failed to honour repeated assurances of timely resolution.
- XII. That the respondent approached the Hon'ble RERA Authority seeking directives for rectification of defects and completion of possession formalities. The Authority during the hearing categorically directed the



promoter to first resolve all pending issues before raising any claim for maintenance charges.

- XIII. That the Authority passed an order granting the promoter a three-month period starting 12.11.2024 for rectifying all the identified issues and held that aggrieved allottees may seek compensation before the Adjudicating Officer. Instead of honoring the authority orders, the complainant continues to harass the respondent.
- XIV. That the respondent has filed a complaint with the adjudicating officer, as per the guidance given in the stated Hon'ble RERA Authority order. The complaint number of the compensation claim is RERA-GRG-1775-2025
- XV. That within 48 hours of the hearing of the case on 12.11.2024 the complainant abruptly discontinued all essential maintenance services in the M5 unit including disabling lift facilities. This caused grave inconvenience and life-threat especially to senior citizens residing in the building.
- XVI. That the cost of lift was included in the flat's total purchase consideration and arbitrarily deactivating it is tantamount to coercion and criminal intimidation.
- XVII. Despite repeated written communications from the respondent requesting reconsideration and immediate restoration of essential services, the complainant wilfully failed to respond. On the contrary, the complainant escalated the harassment by unlawfully removing water motors and tampering with pump settings, thereby rendering the premises virtually uninhabitable and severely disrupting the basic living conditions. The respondent acting in good faith made every possible effort to resolve the matter amicably however, the complainant, with a clear intent to intimidate and exert undue pressure,

chose not only to ignore such overtures but also maliciously proceeded to file the present complaint.

XVIII. In light of the complainant's abdication of responsibilities, the respondent has independently undertaken and borne the cost of maintenance of the M5 unit and its surrounding premises from 12.11.2024 onwards.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

E. Jurisdiction of the authority

7. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

E.II Subject matter jurisdiction

9. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as per provisions of section 11(4)(a) of the Act and duties of the allottee as per section 19 of the Act leaving aside compensation which is to be decided by the adjudicating officer, if pursued by the parties at a later stage.

F. Finding on the relief sought by the complainant/promoter

F.I Direct the respondent to pay the maintenance charges of Rs.4,28,287/-.

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

10. In the present complaint, the complainant-promoter has averred that the respondent-allottee took possession of the unit but has failed to pay the full maintenance charges as stipulated under Clauses 11.1 and 11.2 of the agreement for sale dated 11.05.2018. It is further submitted that the respondent filed Complaint No. 7289 of 2022 before this Authority on 15.11.2022 seeking various reliefs, including conducting a structural audit of the building, rectification of cracks appearing on the walls, and replacement of broken tiles and stones affixed on the staircase, alleging deficiencies on the part of the complainant.
11. Vide Order dated 02.05.2024, this Authority appointed Shri Sumit Nain, Executive Engineer, as Local Commissioner to inspect the subject premises and submit a report. Subsequently, vide Order dated 20.08.2024, the complainant was directed to carry out the necessary repair work in accordance with the Local Commissioner's report and submit a compliance/status report.
12. In compliance with the Order dated 20.08.2024, the complainant/promoter undertook and completed the repair work as per the recommendations of the Local Commissioner and submitted a compliance report along with photographic evidence before the Authority on 12.11.2024. The scope of the repair work included, inter alia, application of Emubian Part with grease treatment, repair of

staircase and parking area, texture painting, external painting, gypsum repairs, and epoxy grouting.

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



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

16. In light of the above and in the absence of any statutory provision under which the present relief can be granted, the Authority is of the view that the complaint is not maintainable and is liable to be dismissed on this ground alone.
17. Complaint stands disposed of.
18. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.07.2025