BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**5942 of 2022**
Date of decision :	**02.05.2025**
Rectification application received on :	**25.06.2025**
Rectification application decided on:	**12.09.2025**

Chand Sachdeva
R/o: - House No. I-101, Bestech Park View
Spa, Sector-47, Gutugram-122018 **Complainant**

Versus

M/s Spark Town Planners Private Limited
Regd. Office At: - 5th floor, South tower, NBCC
Place, Pragati Vihar, Lodhi Road, **Respondent**
New Delhi-110003

CORAM:

Shri Arun Kumar **Chairman**

APPEARANCE:

Shri Ashok Manchanda AR **Complainant**
Shri Nitish Harsh Gupta **Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions

under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se.*

A. Project and unit related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"G-99", Sector 99, Gurugram
2.	Nature of the project	Plotted colony
3.	Project area	106.25 acres
4.	DTCP License	173 of 2008 dated 27.09.2008 Valid till 26.09.2025
5.	HRERA registered/ not registered	**Not registered**
6.	Plot no.	923 [Page 41 of complaint]
7.	Super Area	258.34 sq. yrds. [Page 41 of complaint]
8.	Date of allotment letter	29.09.2011 [Page 63 of complaint]
9.	Date of execution of plot buyer's agreement	18.06.2012 [Page 40 of complaint]
10.	Possession clause	Not mentioned
11.	Due date of possession	**29.09.2014** [Calculated w.e.f. 3 years from the date of BBA as per ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors.*** (12.03.2018 - SC); MANU/SC/0253/2018]
12.	Addendum to agreement	16.09.2020 [Page 53 of complaint]
13.	Basic sale consideration as per page 41 of the complaint	₹ 38,75,100/- [Page 41 of complaint]

	Total amount payable (includes EDC and IDC, water and sewerage connection, electrical, substation, documentation and GST, IFMS, stamp duty charges)	₹ 57,64,164/- [As per SOA dated 30.06.2019, Page 60 of complaint]
14.	Total amount paid.	₹ 40,00,000/- [As alleged by the complainant, page 12 of complaint and also as per SOA dated 30.06.2019, page 60 of complaint]
15.	Part completion certificate	19.08.2014 [Page 18 of reply]
16.	Possession taken over letter	31.12.2020 [Page 20 of reply]

B. Facts of the complaint

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

I. That the complainant Chand Sachdeva and others had been approached by the respondent company in the year 2011 for buying Plots in their Project G99 at Sector 99 of Gurugram. That the respondent projected itself as a renowned company with over 35 years of experience and exposure in providing high-quality residential and commercial spaces, and claimed to be one of the most recognized real estate and infrastructure development companies in the country. It claimed that it had got License vide Memo No. 173 of 2008 dated 27.09.2008 issued by the DTCP, Haryana. It further boasted of its endeavor to provide exceptional value to its customers by creating premium homes at affordable prices. Primarily operating in Delhi-NCR, the respondent claimed to have many acclaimed projects to its credit within the region.

II. That it was strategically located at Dwarka Express Way to be the next

growth Centre of Gurgaon, and the proposed metro rail will result in easy accessibility of the place from all sides including Delhi. It further represented the coming together of world class infrastructure, futuristic planning and seamless connectivity.

III. Working as a real estate promoter & developer, the respondent boasted to have planned and developed numerous townships, plotted colonies and group housing that cater to varied customer demands. It further boasted of having delivered the projects well on time and projected that the "Project G99" Gurgaon was at advanced stage of development, it having got the license 3 years earlier on 27.09.2008 and would have in-house facilities & amenities like club house, nursing home, nursery & primary school, commercial centre, shopping complex, swimming pool, sport facilities etc. which have not been developed and completed till date, and certainly not before 01.05.2017., the same Category of 216 Sq. Mts. bearing no. 922 in the same project G99, for their own residential purposes. While the plot no. 922 was booked in the names of Smt. Darshna Devi & Shri Surinder Pal, the Plot No. 923 was booked in the names of Smt. Geetika Sachdeva & Shri Chand Sachdeva. That the complainants were further informed that the chargeable price for the npnl category plots was fixed by the govt authorities.

IV. Under the law, sale rates for npnl plots are finally determined by the state govt/huda and the respondent could not charges a penny more than that. it was also agreed that the respondent would share the npnl rates fixed by the state govt/huda authorities, as soon as it is determined by the authorities. Further, the subject plot being of npnl category, the complainants were also given to understand that the respondent company would be charging only the basic rate as was applicable to other

npnl buyers of project G99 Gurgaon, covered License vide Memo No. 173 of 2008 dated 27.09.2008 which was stated to be around Rs. 14000 per sq. yard at the relevant time. It was also agreed that the respondent company would not demand or charge any other amount except which was payable to the govt. by way of edc & idc charges, and further that the registration charges would also be borne by the buyers.

V. That the complainants were shocked to find that even after the booking of plots in september, 2011, the respondent did not issue the money receipts for the 2 deposits of rs. 4,00,000 each. allotment letters, plot buyer agreements. For several months, it would not respond to any of the repeated communications from the side of the complainants /allottees. For going ahead with the booking of npnl plots, the respondent started demanding telephonically substantial amounts in cash for which no receipt was to be issued. It was after several communications and waiting for a long period that the complainants were constrained to bring on record the demands of on-money. The respondent finally relented a bit and agreed to issue the requisite documentation i.e. money receipt, allotment letter. plot buyer agreement, payment schedule etc., for one of the 2 plots, only if the complainants agreed to surrender the booking of the other npnl plot. Otherwise it would forfeit the amounts of Rs. 8 lakhs already deposited by the complainants.

VI. That having been approached and lured on behalf of the respondent with the aforementioned claims and believing the representations of the respondent true, the 1st & 2nd complainants on September 29, 2011 booked a residential plot of 216 Sq. Mts. bearing No. 923 in no profit no loss category; and 3rd complainant along with other, simultaneously booked another residential plot in the same category of 216 Sq. Mts.

bearing No. 922 in the same project G99, for their own residential purposes. While the Plot No. 922 was booked in the names of Smt. Darshna Devi & Shri Surinder Pal, the Plot No. 923 was booked in the names of Smt. Geetika Sachdeva & Shri Chand Sachdeva. That the complainants were further informed that the chargeable price for the NPNL category Plots was fixed by the Govt Authorities.

VII. Under the law, sale rates for npnl plots are finally determined by the state govt/huda and the respondent could not charges a penny more than that. it was also agreed that the respondent would share the npnl rates fixed by the state govt/huda authorities, as soon as it is determined by the authorities. Further, the subject plot being of npnl category, the complainants were also given to understand that the respondent company would be charging only the basic rate as was applicable to other npnl buyers of project G99 Gurgaon, covered License vide Memo No. 173 of 2008 dated 27.09.2008 which was stated to be around Rs. 14000 per sq. yard at the relevant time. It was also agreed that the respondent company would not demand or charge any other amount except which was payable to the govt. by way of edc & idc charges, and further that the registration charges would also be borne by the buyers.

VIII. That the complainants were shocked to find that even after the booking of plots in September, 2011, the respondent did not issue the money receipts for the 2 deposits of Rs. 4,00,000 each. For several months, it would not respond to any of the repeated communications from the side of the complainants /allottees. For going ahead with the booking of npnl plots, the respondent started demanding telephonically substantial amounts in cash for which no receipt was to be issued. It was after several communications and waiting for a long period that the complainants

were constrained to bring on record the demands of on-money. The respondent finally relented a bit and agreed to issue the requisite documentation i.c. money receipt, allotment letter. plot buyer agreement, payment schedule etc., for one of the 2 plots, only if the complainants agreed to surrender the booking of the other npnl plot. Otherwise it would forfeit the amounts of Rs. 8 lakhs already deposited by the complainants.

IX. That after seeing their booking amounts in danger, the complainants were left with no alternative but to succumb to the undue influence & pressures and unreasonable demands of the respondent and the applicants of plot no. 922 agreed under undue pressure to surrender in february, 2012 the booking of plot no. 922 in the names of Shri Surinder Pal & Smt. Darshna Rani, with the assurance that the requisite documentation for Plot No. 923 and that the complainants No. 3 Shri Surinder Pal & Others would be accommodated as co-applicants in the allotment for the Plot No.923. Thus it was under the circumstances described above that the allotment of plot no. 923 vide allotment letter dated 29.09.2011 was made in the names of Chand Sachdeva HUF & 4 other co-applicants. As the respondent intended to charged unreceipted on-money, it was generally evasive in making any commitment in writing. In this situation, the complainants would generally put the things in writing and confront the same to the respondent through the E-Mails and the respondent was ultimately constrained to act more or less according to lawful the process, though after deviating from the same and deferring it for long times on one pretext or the other.

X. It was after about 8 months when they had deposited the booking amount of Rs. 4 lakhs in Sept., 2011 for a plot no. 923 measuring about 258 Sq.

Yards in the G-99 Project, at Gurgaon, that the complainants were told that allotment letter would be issued to them in a matter of days. No document like Money receipts, allotment letters, plot buyer agreements etc. were issued and nothing was heard from the side of the respondent till may. 2012. It was after multiple reminders that the respondent sent 2 copies of unsigned draft agreement for plot no. 923 for signatures of the complainants. money receipt for deposit of Rs. 4 lakhs and allotment letter for plot no. 923 were still not received. In the first draft plot buyer agreement prepared sometime in may, 2012, the bba respondent charged basic sale price for the plot @ rs.18,000 per sq. yard + Rs. 1350 (as plc @7.50% for the plot being allegedly 2-sided open) + rs.3600 per sq. yard, as edcs & idcs. The complainants, therefore, lodged protests vide their e-mail dt. 20.05.2012 against these excessive charges, as these rates and charges were much higher than the rate of around Rs.14.000 per Sq. Yard.

XI. That on being confronted with the communications dated 20.05.2012. 26.05.2012, 28.08.2012 etc. respondent having failed to give any satisfactory explanation felt constrained to reduce the basic sale rate in final plot buyer agreement for the land from Rs. 18,000 to Rs.15,000 per sq. yard and also to delete the PLC levied @7.50%-Rs.1350 per sq. yard, as the particular Plot No. 923 in G 99 Township, Gurgaon did not enjoy any of the preferential location features. The respondent further felt constrained to admit that even the rate of Rs. 15,000 per sq, yard was tentative only and that the final rate would be charged as fixed by the authorities. As the fact that the basic rate of rs.15,000 was tentative only and that the final rate would be charged as fixed by the authorities, had not been properly mentioned in the draft agreement, the complainants insisted that the respondent should clarify this and other issues/things

in writing which should form part of the PBA. But the respondent would generally refuse to do so. Finally, after a lengthy process of almost 7-8 years, an addendum dated 16.09.2020 was signed between the complainants & the respondent which mostly acknowledged the stand of the complainants, but not before the respondent went through tortuous process of harassment and scores of written communications. After a couple of reminders, vide its e mail dated 26th May, 2012.

XII. It is evident from above that there are certain demands which the respondent was not prepared to put in writing. This was nothing but demand for on-money in cash over and above the stated consideration. Though the respondent assured the complainants that it will honor all terms and condition settled by virtue of agreement and verbally/mutually agreed, but it would not specify in writing the exact terms & conditions which it would honour. The very fact that the respondent was hesitant to put the agreed Terms & Conditions in writing showed that its intents were doubtful. The Final Statement of Account dated 03.02.2016, 28.12.2016 & 30.06.2019 issued by the respondent did reflect that the respondent was in no mood to honor the commitments, made by it from time to time. Ultimately, it was after about 8 years that the complainants were able to procure a copy of the huda letter dated 17.01.2014 whereby the chargeable rate for the land was determined at Rs.15.955 per sq. yard by the authorities which was closer to complainants' perceptions.

XIII. That it may also be added that the date of delivery of possession was not mentioned anywhere in the agreement. Therefore, the complainants vide their letter dt. 22.02.2013 specifically requested the respondent to specify the date of delivery of possession in the agreement or to commit

it otherwise in writing. Though the booking amount of Rs.4 lakhs was deposited and the application form was submitted on 29th September, 2011 and the allotment letter is also dt. 29 September. 2011, but the respondent deliberately delayed the execution of the agreement to 18.06.2012 which was an unfair practice to have extended timelines. At the time of booking on 27.09.2011, the project G99 Gurgaon was claimed at advanced stage of development, and thus ready to be delivered sometime in the year 2012-13. Despite the requests of the complainants, the respondent did not specify any date for the delivery of possession. Under the circumstances, the scheduled date of delivery of possession can be taken as 31.03.2013. It is relevant to mention here that even the respondent has claimed to have obtained partial completion certificate dt. 19.08.2014 vide its letter di. 03.12.2014

XIV. It was after the respondent had fully agreed that the above referred changes would be made in the allotment letter, the plot buyer agreement and any other documents in connection with the allotment of plot no. 923, G99, that the complainants had tendered the surrender letter for plot no. 922, g99, which was booked in the name of complainants no. 3 & others. Despite the above clarification and earlier assurances, what was all the more surprising was that the respondent was still withholding certain important documents such as allotment letter & plot buyer agreement. The basic rate of Rs. 15,000 per sq. yard mentioned in the agreement was substantially higher than the rate of Rs. 14,000 per sq. yard indicated at the time of the booking. the complainants protested against it. The respondent instead of reducing the rate, inserted the word tentative with the rate of Rs. 15.000 per sq. yard, to be substituted by the rate as would be finally determined by the competent authority for the purpose.

XV. That it was after the respondent had fully agreed that the above-referred changes would be made in the allotment letter, the plot buyer agreement and any other documents in connection with the allotment of plot no. 923, G99, that the complainants had agreed to tender the surrender letter for plot no. 922, G99, which was booked in the name of other complainants i.e. Shri Surinder Pal and Smt. Darshana Rani. Under the agreement and the rules and regulations governing the sale of npnl plots, the respondent was legally and as per the agreed terms obliged to charge no more than the amount determined by the competent authority for the npnl plots. It was legally obliged to share with the complainants the relevant information and documents issued by the authorities. The complainants kept on asking for the same right from the beginning, but the respondent would just not respond. That many of the amounts demanded by the respondent were either totally unlawful or unwarranted or bogus or excessive. There was never any justification as to under which clause of the PBA or the understanding between the parties the same were covered. The respondent never tried even to justify the basic rates used by it for determining the basic price of the subject plot.

XVI. That it was made clear in the very beginning that it would not be possible for the complainants to arrange for substantial funds as consideration for the booked plot on their own. Consequently, the complainants had duly informed the respondent that they will have to apply for a home loan sanctioning of which could take some time and the respondent will have to wait and also extend full support and cooperation in getting the loan sanctioned and in getting the amounts released. Following the respondent's clear nod, the complainants requested for the pre-requisite documentation concerning the subject property and its title documents,

layout plans etc. for getting the loan sanctioned, but these were not made available till the end.

XVII. That thereafter the respondent on the ground that the project work of the plotted colony was almost complete, fast tracked most of the consideration as Rs. 40 lakhs had been deposited by the complainants by mid-2017 itself. Invariably, the respondent would insist on the complainants coming to its office so that it could pressurize them for the on-money in cash which it had been persisting with right from the beginning. Instead of addressing the repeated concerns of the complainants about the correct basic rates of land and edc/idc rate & other charges, as determined by the authorities, the respondent kept on pressing for more and more money without realizing that over 95% of the genuine consideration had already been deposited, and as per the agreement 10% was payable only at the time of possession. The complainants are of the view that even the all-inclusive Rate of Rs.15,955 determined by the authority is on the higher side. It has been noticed that land cost and edc/idc of certain other saleable plots and areas such as school, nursing home, community spaces, club house, commercial areas etc. have also been loaded on to the plots like theirs. This allegation was never rebutted or disputed by the respondent. It is submitted that if the chargeable price for the npnl plots is computed properly, that the rate of Rs. 15,995 per sq. yard being charged by the respondent would be further reduced by about 20% to 25%.

XVIII. That the respondent maliciously & with mala fide intents suppressed and concealed this vital circular/Govt. Order from the complainants for over 5 years. It was only towards the end of 2019 that the complainants came to know that the circular fixing rates for npnl plots had been issued long

back on 17.01.2014 and the rates fixed therein for npnl plots were much less than the rates charged from and enforced by the respondent on the complainants. It was only thereafter sometime in the first quarter of 2020 that the respondent felt constrained to admit the existence of this govt. circular dated 17.01.2014. It was only after it was caught red-handed fleecing, cheating and defrauding the complainants, that the respondent was left with no alternative but to charge the total consideration in terms of the said govt. circular dated 17.01.2014. As there was no legal basis for the further demand of Rs.3,45,000/- on account of Other Charges and IFMS of Rs.3.33,740/-, it felt constrained to remove these 2 demands also, but not before 6 months even after the respondent had been caught on the wrong foot. Overall, the possession of the plot was delayed by over 6 years for reasons of concealment of material facts and conscious repeated attempts by the respondent to defraud the complainants. Besides the delayed possession interest, the respondent is guilty of causing immense harassment mental, physical and monetary loss to the complainants over a long period of 6 years for which he needs to compensate the complainants with Rs.20 lakhs.

XIX. That vide letter dt. 21.04.2020, the complainants again reminded the respondent to revise the total consideration in terms of its letter dt.04.03.2013 & 31.05.2013 It was towards the end of June, 2020 that the respondent for the first time confirmed and computed the total all-inclusive consideration for the plot area of 258.34 sq. yds. at Rs. 41,21,815/- after applying the all-inclusive rate of @ Rs.15,955 per sq. yard. The total amount having already been paid being Rs.40 lakhs till mid-2017, thus the balance amount payable by the complainants for taking physical possession of the plot worked out to be Rs.1,21,815, and

no more. This was against the demand of Rs.14,92,864 earlier demanded by the respondent through its Final Statement of Account dated 30.06.2019 .It only shows how much inflated and bogus were the demands raised by the respondent from time to time and the complainants were fully justified in not paying the bogus demands. The complainants however took no time and deposited the amount of Rs. 1,21,815 on 22/23 Sept, 2020 and requested for immediate issuing of possession letter. The above facts have duly been acknowledged by the respondent in the addendum to pba dated 16.09.2020 (annex. c-6). by that time in 2020, huge amount of delayed possession Interest and compensation had become due to the complainants which could be adjusted against this small demand of Rs.1,21,815 and stamp duty charges of rs.1,73,200 demanded by the respondent on 23.11.2020 and the same was deposited by the complainants by 25.11.2020.

XX. The complainants were very keen to get the plot registered in their names and take possession at the very earliest. But the respondent as usual took its own sweet time to respond and issue the addendum and the amount of Rs. 1,73,200 for stamp duty purposes. It additionally demanded as much as Rs.37,000 as service charge for getting the conveyance deed executed which was resisted by the complainants as highly excessive against the prevalent market rate of Rs.5000 for this service. This annoyed the respondent and he started delaying the process and the consequent possession of the Plot. As there was a distinct possibility that the Stamp Duty rates etc. might be enhanced by 2% within the next few days i.e. from Dec, 2020, the complainants vide their letter dt.24.11.2020, 26.11.2020, 01.12.2020, 03.12.2020, 05.12.2020, 09.12.2020, 14.12.2020 etc., the complainants very keenly requested the respondent

to kindly get the conveyance deed executed at the very earliest, else the extra charges would be on its account. But the respondent deliberately delayed the execution of the conveyance deed which was executed only on 31.12.2020. But meanwhile, stamp duty charges were enhanced by 2% and the complainants had to bear an additional amount of Rs.75000 on this account. The complainants hold the respondent responsible for the additional charges as these were cause by inordinate delays by the respondent company, despite umpteen reminders of the complainants.

XXI. It may be submitted that even this demand of Rs. 1,21,815 was not genuine as the NPNL rate of Rs.19083 per sq. meter determined in the Govt. Circular dated 17.01.2014were very much on the higher side. In arriving at the rate of rs.19083 per sq. meter, it was assumed by the authority that the saleable area per acre was of 1934 sq. meters only which works. out to less than 48%. If the other areas under community space, commercial complex, nursery & primary schools, nursing home, club house etc. are taken into consideration, the saleable area would be increased by at least 10% which will have the effect of further reducing the chargeable price by at least 10%.

XXII. Under the agreement and the rules and regulations governing the sale of npnl plots, the respondent was legally obliged to charge no more than the amount determined by the competent authority for the npnl plots and also to share with the complainants the relevant information and documents issued by the authorities. The complainants kept on asking for the same right from the beginning, but the respondent would just not respond. That many of the amounts demanded by the respondent were either totally unwarranted or bogus or excessive. There was never any explanation or justification as to under which clause of the pba or the

connected documents or understanding between the parties the same were covered. the respondent never tried even to justify the basic rates used by it for determining the basic price of the subject plot. Further, there is no explanation how the edc/idc charges have been adopted in the govt. order dt. 17.01.2014 and any other particular amount or the date by which the same was to be paid.

XXIII. Most of the time, it were the complainants only who repeatedly asked the respondent to provide the proper demand notices with legitimate and corrected amounts, and yet the respondent would not provide any information. Therefore, there was never any delay which could be attributed to the complainants and that precisely is the reason that no demand on account of delay interest was ever mentioned or raised even. the complainants' polite letter dated 16.06.2019 had no effect on respondent and it went on to again issue the allegedly final statement of account dated 30.06.2019 again with the artificially inflated total consideration of Rs.57,64,164. after considering the already paid amount of Rs.40 lakhs, it would again demand the outrageously inflated demand of Rs. 17,64,164.

XXIV. The very fact that the respondent ultimately felt constrained to totally remove the ifms demand, other charges and reduce the plot rate from rs.18,600 psy mentioned in the pba to Rs.15,955 as per the govt letter dt.17.01.2014, after 6-7 years, only when it was repeatedly pointed by the complainants, proves that it right from the beginning had been working with the mala fide intents of fleecing and defrauding the complainants in a big way.

XXV. The builder-buyer agreement was highly onerous, unfair, iniquitous and totally one-sided against the interests of the complainants. While as per

Para 11(b) of the agreement, the timely payment of instalments or any other sum under the agreement has been declared as the essence of this agreement, but no provision whatsoever has been made for the timely handing over of possession of the plot. So much so, that the date of handing over of possession of the plot has not even been committed or mentioned in the whole of agreement.

XXVI. While for any delay in making any payment, the allottees as per Para 11(c) have been made to agree to pay interest at the rate of 15% per annum, there is no penal clause in the whole of the agreement for any interest/ compensation /damages to be paid by the seller in case of delays on its part in handing over possession or refunding the moneys of the allottees. Despite a huge delay of about 7 years, the respondent has not given even a single penny as interest or compensation to the complainants. For defaults on the part of the complainants, there are provisions in the agreement for forfeiting the emd amounting to 20% of the price. There is no corresponding penal clause for the respondent. Thus, the complainants could not oppose the unfair and totally one-sided Ts & Cs without running the risk of forfeiting the booking amount of Rs. 4 lakhs & further sums paid by them. Thus the complainants were left with no option but to agree to the unfair, discriminatory and adverse Ts & Cs of the Agreement.

XXVII. Further as per para2 of the agreement, all other plots/units/ areas/ open lands/facilities etc. in the township are specifically excluded from the scope of the agreement and the purchasers shall not be entitled to any kind of rights, title or interest etc. in any form or manner whatsoever. At the same time, the edc /idc charges to be recovered by the respondent, as per para 5 of the agreement, are to be worked out on pro-rated basis to

the total plotted area, after excluding areas earmarked for roads, parks, open spaces, recreational, educational, medical health, religious, community, and other public utilities/ public facilities/services, sites for ews of this society. The computation of chargeable all-inclusive land rate of Rs.15,955 psy reveals that the land cost and EDC/IDC charges in respect of the afore-mentioned areas and facilities have been indirectly loaded onto the plots of the allottees, in general, and the complainants, in particular. When as per para 2 of the agreement, the allottees & complainants do not have any kind of right, interest or title in all these areas and facilities, there is no logic in excluding the areas of aforementioned facilities from the denominator which calculating the pro-rata land and the charges. This is a grossly iniquitous agreement and highly prejudicial to the interests of the Buyers.

XXVIII. Further, paras 3(a), 5 etc. of the agreement refer to Schedules B, C & D etc. as forming part of the agreement, but these have not been provided till date. It is totally an unfair and unlawful. It is prayed that such provisions of the agreement may be held as highly discriminatory and not binding on the complainants who may be awarded delayed possession interest @15%, the rate at which the respondent was charging the complainants for any delay on the part of the respondent in handing over possession.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):

I. Direct the respondent to pay delayed possession interest @ 15% per annum, the rate of interest at which any late payment by the complainants was chargeable by it, for the period from the due date of possession 01.04.2014 to 31.12.2020, when the conveyance deed was executed and possession symbolically handed over.

II. Direct the respondent to provide to the complainants also the complete details & justification as to how the various figures such as land cost of Rs.1,91,20,000 per acre, development cost of Rs.63,00,207 per acre, edc charges of Rs.94,63,300 etc. and plottable area of 1934 sq. meters per acre, forming the basis for the calculations of the charged land sale rate of Rs.15,955 per sq. yard were calculated/determined by the HUDA Authority for the sale of no profit no loss plots; and recompute the chargeable rate for npnl plots and apply the same to determine the chargeable price for the subject plot.

III. Direct the respondent to reduce the land rate of Rs.15,955 per sq. yard or charged & recovered by it by at least Rs.5000 per sq. yard for the detailed reasons recorded in paras of this complaint and further direct the respondent to refund with interest to the complainants the extra amounts charged & collected by it by way of the land sale rate of Rs.15,955 per sq. yard.

IV. Direct the respondent to reimburse the extra expenditure of Rs.75,000 with interest borne by the complainants by way of enhanced stamp duty etc. for execution of the conveyance deed, because of the undue delays caused by the respondent as the complainants refused to take up its services with a price of Rs.37,000 which were easily available in the market for just Rs.5000.

V. Direct the respondent to immediately handover documentation etc. as described in para 4.40 of this complaint & mentioned below also, as the same is urgently needed for getting the building plans approved etc. for construction purposes.

VI. Direct the respondent not to charge in future the fixed club charges after the club is ready, as being against the law and against the agreed terms & conditions, as the complainants have no title, right or interest whatsoever in the club house, along with many other facilities & amenities. alternatively, such areas being part of the common areas & facilities, are not saleable. in this regard, we place reliance on the decision of the Hon'ble Supreme Court in "Nahalchand Laloochand Pvt. Ltd. v/s Panchali Cooperative Housing Society Ltd." 2010 AIR (SC) 3607. Even otherwise, as per the agreement, no amount other than basic land rate & dues payable to the govt./statutory authorities are chargeable to the complainants.

VII. Hold the contents of paras 2, 3, 5, 11(b), 11(c) etc. of the agreement highly discriminatory, prejudicial to the legitimate and genuine interests of the consumers/clients and thus non-binding on them.

VIII. Direct the respondent to grant compensation for not developing and completing many of the facilities, amenities etc. such as community space, commercial complex, nursery & primary schools, nursing home, club house etc. projected and promised through the PBA. This is a clear breach of promise, and the respondents have clearly failed to deliver what was promised.

IX. Award a sum of Rs.50,000/- as the cost of the proceeding & Litigation charges.

X. Direct the respondent not to charge in future the fixed club charges after the club is ready, as being against the law and against the agreed terms & conditions, as the complainants would have no title, right or interest whatsoever in the club House, along with many other facilities & amenities. Alternatively, such areas being part of the

common areas & facilities, are not saleable. In this regard, we place reliance on the decision of the Hon'ble Supreme Court in "Nahalchand Laloochand Pvt. Ltd. v/s Panchali Cooperative Housing Society Ltd." 2010 AIR (SC) 3607. Even otherwise, as per the agreement, no amount other than basic land rate & dues payable to govt./statutory authorities are chargeable to the complainants.

XI. Direct the respondent to immediately handover documentation etc. as described in para 4.40 of this complaint, as the same is urgently needed for getting the building plans approved etc. for construction purposes and not to make providing of the above said documents subject to the payment of depositing of any alleged arrears on account of the alleged maintenance charges, as neither any maintenance agreement nor any formal communication in respect thereof has been received from the respondent's side, till date.

XII. Direct the respondent to refund the amount of Rs.25,488 to the complainants, which otherwise was not due to the respondent but got deposited under coercion and pressure, for securing the release of the documents.

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

D. Reply by the respondent

6. The respondent is contesting the complaint on the following grounds:

A. The complainants had approached the respondent, sometime in the year 2011, showing his interest and desire to purchase a unit in the said project of the respondent, the complainants had booked a unit in the

said project after being satisfied with the information provided by the respondent and carrying out thorough due diligence and market survey so as to realize maximum fruit from the investment.

B. The respondent had allotted residential plot bearing No. 216 sq. mts. /258 sq. yds. in the abovementioned plotted colony vide allotment letter dated 29.09.2011, the booking was made for the said Plot in the name of Chand Sachdeva HUF and Ors. It is pertinent to mention herein that at the time of booking and allotment of the Plot, the complainants were specifically informed that the rates of the plots are fixed by the Govt. Authorities, and the same are subject to tentative rate and subject to revision/ change without any prior notice in terms of final revised rate notified by the concerned Authority.

C. The complainants were informed that at the time of booking these plots they shall be charged basic sale price which is subject to revision as per notifications of Government of Haryana from time to time. The complainants were put to notice that apart from the basis sale price, they are also liable to pay charges towards EDC and IDC and also the rate of registry as set by the government.

D. The complainants, at the time of application for booking of plot no. 923 were charged basic sale price @ Rs. 15000/- per sq. yard. In addition to this, Rs.3600/- per sq. yard were charged by the respondent tentatively EDC/IDC were being charged by the respondent tentatively, reserving right of the respondent to raise further demand based on amended in rates by the Authorities.

E. At the time of execution of the plot buyer agreement dated 18.06.2012 ("PBA"), the respondent mentioned basic sale price of Rs. 18,600/-sq. yards inclusive of EDC/IDC which was later reduced to Rs. 15,955/- per

sq yard after the rates were decided by the concerned Authority. The complainants were again informed that basic sale price and EDC/IDC charged are only tentative rates and the same shall be revised as per the notification of Haryana Government.

F. The complainants agreed that they shall adhere to the terms and conditions of the PBA and shall pay quarterly instalments in accordance with the payment plan. Admittedly, Haryana Urban Development Authority vide its letter dated 17.01.2014 had finalized the rates of basic sale prices @ 15,955/-per sq. yard. The said fact is duly admitted by the complainants themselves in the complaint.

G. The respondent duly completed the project and part completion certificate in respect of the project was obtained in the year 2014. It is pertinent to mention here that after obtaining the part completion certificate, the respondent had commenced offering possession of plots to the allottees in june 2015 and started execution of conveyance deed of the plots in 2016-2017.

H. In view of change in the basic sale price by the Haryana Urban Development Authority, the respondent on several occasions vide several letters/ emails from 2014 to 2020 requested the complainants to approach the respondents for execution of addendum to the plot buyer's agreement and to take possession of the plot. However, the complainants failed to approach the respondent. In fact, the complainants approached the respondent only in the september, 2020 when the respondent and complainants had entered into and executed an addendum to plot buyer's agreement dated 16.09.2020 whereunder the basic sale rate of land was fixed at Rs. 15,955 per sq. yard inclusive

of EDC/IDC. As a matter of fact, the complainants made majority of their payment from 2017 to 2020.

I. It is submitted that there is no delay on part of the respondent in handing over of the plot to the complainants to entitle them to claim delayed possession compensation or interest. Admittedly, in terms of clause 24 of the PBA, it was agreed that the complainants shall be entitled to physical possession of the said plot only after the amount payable as stated in the schedule "B", "C" and "D" or any other upfront payment required to be made under the PBA are paid in full.

J. The respondent had offered possession of the plot of the complainants on 31.12.2020 in terms of the PBA and addendum agreement after full and final payments and thus, there is no delay attributable to the respondent thereby entitling the complainants to claim delay possession charges from this Authority. The respondent in the year 2015 itself had called upon the complainants to make full and final payment qua the plot for handing over possession and execution of conveyance deed. However, the complainants failed to deposit the amount, thus the complaint is liable to be dismissed on this very ground itself.

K. In view of aforesaid facts, it is clear that the instant complaint has been filed with malafide interest and with the ulterior motive to make wrongful gains at the cost of the Respondent, the Complainants had concealed material facts including that the Complainants were given monetary benefits of approx of Rs.7.83 lac which included the payments of IFMS, Water Sever Connection, Electricity and Club Charges which the Respondents are still authorized to Collect in terms of delayed payments and documents from this Hon'ble Authority. In this context, the

Respondent relies upon the judgment of the Hon'ble Supreme Court of India in K.D Sharma Vs. Steel Authority of India Ltd & Ors (2008) 12 SCC 481, wherein the Hon'ble Supreme Court has held that if a party conceals the material facts, the Courts should have to refuse to proceed further with the examination of his case on merits.

L. It is submitted that the respondent had at all the times kept the complainants aware with the status of the project and has provided all the information as and when sought for by the complainants. Further, the respondent had completed the project in the year 2014 and even obtained part completion certificate in the year 2014. Thus, the project was completely habitable since the year 2014 and the respondent had handover possession and executed registries in favour of several the allottees since completion. Materially, it was owing to delay in payment by the complainants and non-execution of addendum agreement by the complainants which resulted in delay in registry since the complainants majority payments from 2017 to 2020. Thus, the complaint filed by the complainants is frivolous and baseless and the same has been filed with ulterior motives.

M. The complainants are attempting to misuse the jurisdiction of this Authority only to satisfy their greed, which is impermissible under law. There is no bonafide in the captioned complaint and hence the same is liable to be dismissed. The allegations of the complainants regarding the project site are totally false, frivolous and misleading.

N. Without prejudice to above, it is submitted that the dispute between the parties involves complicated questions of facts and law, which necessarily entails the leading of copious evidence. The issues raised by the complainants cannot be addressed in a complaint before this

Authority which follows a summary procedure. In view of above, the complaint before this Authority is liable to be dismissed on this very ground itself.

O. It is submitted that the line between a genuine concern of allottees and frivolous demands are sometimes thin one. There cannot be any doubt that the frivolous demands of some allottees have resulted in the rampant increase in filing of vexatious complaints against real estate players solely to make wrongful and illegal gains. This practice needs to be curbed and dealt with iron hands given the potential drain of the frivolous legal proceedings on the limited financial and time resources available to the real estate players. In the present case, the respondent has always kept the complainants aware with the status of the project, thus, the allegations of the complainants are vague and frivolous. Hence, the Complaint is liable to be dismissed in limine.

P. Without prejudice to above, it is submitted that the present complaint is not maintainable and liable to be dismissed as the parties under the PBA have agreed that all disputes and claim arise out of the PBA shall be adjudicated by arbitration.

Q. In view of clear and specific arbitration clause under the PBA, the present complaint is liable to be dismissed with cost. Further, Clause 37 of the agreement provided that if there is delay due to force majeure conditions or circumstances beyond the control of the respondent, the respondent shall be entitled to a reasonable extension of time for offering possession of the Plot.

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

decided on the basis of these undisputed documents and submission made by the complainant.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

E.II Subject matter jurisdiction

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

> ***Section 11***
>
> .....
>
> *(4) The promoter shall-*
>
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
>
> ***Section 34-Functions of the Authority:***
>
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

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

12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** *and reiterated in case of* ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant

F.I Objection regarding complainant is in breach of agreement for non-invocation of arbitration.

F.II Direct the respondent to pay delayed possession interest @ 15% per annum, the rate of interest at which any late payment by the complainants was chargeable by it, for the period from the due date of possession 01.04.2014 to 31.12.2020, when the conveyance deed was executed and possession symbolically handed over.

F.III Direct the respondent to provide to the complainants also the complete details & justification as to how the various figures such as land cost of Rs.1,91,20,000 per acre, development cost of Rs.63,00,207 per acre, edc charges of Rs.94,63,300 etc. and plottable area of 1934 sq. meters per acre, forming the basis for the calculations of the charged land sale rate of Rs.15,955 per sq. yard were calculated/determined by the HUDA Authority for the sale of no profit no loss plots; and recompute the chargeable rate for npnl plots and apply the same to determine the chargeable price for the subject plot.

F.IV Direct the respondent to reduce the land rate of Rs.15,955 per sq. yard or charged & recovered by it by at least Rs.5000 per sq. yard for the detailed reasons recorded in paras of this complaint and further direct the respondent to refund with interest to the complainants the extra amounts charged & collected by it by way of the land sale rate of Rs.15,955 per sq. yard.

F.V Direct the respondent to reimburse the extra expenditure of Rs.75,000 with interest borne by the complainants by way of enhanced stamp duty etc. for execution of the conveyance deed, because of the undue delays caused by the respondent as the complainants refused to take up its services with a price of Rs.37,000 which were easily available in the market for just Rs.5000.

F.VI Direct the respondent to immediately handover documentation etc. as described in para 4.40 of this complaint & mentioned below also, as the same is urgently needed for getting the building plans approved etc. for construction purposes.

F.VII Direct the respondent not to charge in future the fixed club charges after the club is ready, as being against the law and

against the agreed terms & conditions, as the complainants have no title, right or interest whatsoever in the club house, along with many other facilities & amenities. alternatively, such areas being part of the common areas & facilities, are not saleable. in this regard, we place reliance on the decision of the Hon'ble Supreme Court in "Nahalchand Laloochand Pvt. Ltd. v/s Panchali Cooperative Housing Society Ltd." 2010 AIR (SC) 3607. Even otherwise, as per the agreement, no amount other than basic land rate & dues payable to the govt./statutory authorities are chargeable to the complainants.

F.VIII Hold the contents of paras 2, 3, 5, 11(b), 11(c) etc. of the agreement highly discriminatory, prejudicial to the legitimate and genuine interests of the consumers/clients and thus non-binding on them.

F.IX Direct the respondent to grant compensation for not developing and completing many of the facilities, amenities etc. such as community space, commercial complex, nursery & primary schools, nursing home, club house etc. projected and promised through the PBA. This is a clear breach of promise, and the respondents have clearly failed to deliver what was promised.

F.X Award a sum of Rs.50,000/- as the cost of the proceeding & Litigation charges.

F.XI Direct the respondent not to charge in future the fixed club charges after the club is ready, as being against the law and against the agreed terms & conditions, as the complainants would have no title, right or interest whatsoever in the club House, along with many other facilities & amenities. Alternatively, such areas being part of the common areas & facilities, are not saleable. In this regard, we place reliance on the decision of the Hon'ble Supreme Court in "Nahalchand Laloochand Pvt. Ltd. v/s Panchali Cooperative Housing Society Ltd." 2010 AIR (SC) 3607. Even otherwise, as per the agreement, no amount other than basic land rate & dues payable to govt./statutory authorities are chargeable to the complainants.

F.XII Direct the respondent to immediately handover documentation etc. as described in para 4.40 of this complaint, as the same is urgently needed for getting the building plans approved etc. for construction purposes and not to make providing of the above said documents subject to the payment of depositing of

any alleged arrears on account of the alleged maintenance charges, as neither any maintenance agreement nor any formal communication in respect thereof has been received from the respondent's side, till date.

F.XIII Direct the respondent to refund the amount of Rs.25,488 to the complainants, which otherwise was not due to the respondent but got deposited under coercion and pressure, for securing the release of the documents.

14. The above-mentioned reliefs sought by the complainant are being taken together, as the findings in one relief will necessarily affect the outcome of the others and the same being interconnected.

15. The complainant has filed an application dated 25.06.2025, wherein it is alleged by the complainant that the decision was rendered without notice to the Complainant on this jurisdictional ground and in disregard of the detailed allegations and documentation evidencing ongoing post-RERA violations by the Respondent. It is a mistake which is very much apparent on the face of the record.

1. The authority observes that section 39 deals with the *rectification of orders* which empowers the authority to make rectification within a period of 2 years from the date of order made under this Act. Under the above provision, the authority may rectify any mistake apparent from the record and make such amendment, if the mistake is brought to its notice by the parties. However, **rectification cannot be** allowed in two cases, *firstly,* orders against which appeal has been preferred, *secondly,* to amend substantive part of the order. The relevant portion of said section is reproduced below.

Section 39: Rectification of orders

"The Authority may, at any time within a period of two years from the date of the order made under this Act, with a view to rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendment, if the mistake is brought to its notice by the parties:

Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act:

Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act."

2. Since the present application involves amendment of substantive part of the order by seeking specific direction to recall/review/rectify the summary order dated 02.05.2025 and grant all the reliefs of the complaint, this would amount to review of the order. Accordingly, the said application is not maintainable being covered under the exception mentioned in 2nd proviso to section 39 of the Act, 2016.
3. A reference in this regard may be made to the ratio of law laid down by the Haryana Real Estate Appellate Tribunal in case of ***Municipal Corporation of Faridabad vs. Rise Projects vide appeal no. 47 of 2022***; decided on 22.04.2022 and wherein it was held that the authority is not empowered to review its orders.

16. Thus, in view of the legal position discussed above, there is no merit in the application dated 25.06.2025 filed by the complainant for rectification of order dated 02.05.2025 passed by the authority and the same is hereby declined.

17. The present complaint pertains to the real estate project G-99, situated in Sector-99, Gurugram. It is an admitted and undisputed position on record that the competent authority had granted part completion certificate dated 19.08.2014 in respect of the said project. At the very threshold, this Authority is required to examine whether the statutory conditions necessary for assumption of jurisdiction are satisfied. Jurisdiction under the Act is not automatic, nor does it arise merely from the filing of a complaint. The Authority is a creation of statute and derives its powers strictly from the legislative mandate. It is, therefore, incumbent upon this

Authority to first ascertain the existence of jurisdictional facts, without which the exercise of adjudicatory power would be impermissible in law.

18. The Real Estate (Regulation and Development) Act, 2016 is a regulatory statute designed to govern a specific class of real estate projects identified by the legislature. The applicability of the Act is circumscribed by Section 3, which mandates compulsory registration of real estate projects with the Regulatory Authority. However, the legislature has, in its wisdom, expressly excluded certain categories of projects from the operation of the Act. Section 3(2)(b) categorically provides that no registration shall be required where the promoter has received a completion certificate for a real estate project prior to the commencement of the Act. The relevant portion of the section is reproduced below :-

> *3. Prior registration of real estate project with Real Estate Regulatory Authority.-*
>
> *(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required*
>
> *(b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;*

19. This exclusion is neither incidental nor ancillary; it is a substantive legislative determination forming an integral part of the statutory scheme. The statutory framework thus makes it abundantly clear that the Act is not intended to operate retrospectively so as to reopen completed transactions or subject concluded projects to a new regulatory regime. The jurisdiction of the Authority is, therefore, confined only to such projects as fall squarely within the definition and scope prescribed by Section 3 of the Act.

20. The constitutional validity of this legislative classification and the scope of the Act have been examined in depth by the Hon'ble Supreme Court in

Pioneer Urban Land and Infrastructure Ltd. v. Union of India. The Hon'ble Supreme Court has authoritatively held as under:

> *"The Real Estate (Regulation and Development) Act, 2016 is a prospective legislation and applies only to those real estate projects which are brought within its fold by the legislature."*
>
> *"Parliament has consciously made a distinction between ongoing projects and completed projects, and has deliberately excluded the latter from the purview of the Act."*
>
> *"Such exclusion is founded on an intelligible differentia and forms an integral part of the statutory scheme."*
>
> *"The Act cannot be interpreted in a manner so as to retrospectively apply its provisions to projects which had already been completed in accordance with law prior to its commencement."*
>
> *"Courts and authorities are bound to give effect to the legislative classification and cannot, by interpretative process, expand the scope of the Act beyond what the legislature has expressly provided."*

21. The above pronouncement lays down, in unequivocal terms, that the Act is prospective in nature and that completed projects constitute a distinct and excluded class. The exclusion is founded on intelligible differentia and bears a rational nexus with the object of the legislation. The Hon'ble Supreme Court has further cautioned that neither courts nor statutory authorities can, by interpretative ingenuity, enlarge the scope of the Act so as to bring within its fold projects which the legislature has consciously kept outside. This declaration of law binds this Authority and admits of no deviation.

22. The jurisdictional limits of the Authority have been further elucidated by the Hon'ble Supreme Court in Newtech Promoters and Developers Private Limited v. State of Uttar Pradesh and Others. In the said judgment, the Hon'ble Supreme Court has delineated the contours of jurisdiction under the Act in the following terms:

"The Real Estate Regulatory Authority is a creature of statute and can exercise only such powers as are expressly conferred upon it by the Act."

"The existence of an 'ongoing project' is a jurisdictional fact which must be established before the Authority can assume jurisdiction under the Act."

"If the project is not an ongoing project within the meaning of Section 3 of the Act, the Regulatory Authority would have no jurisdiction to entertain a complaint in respect thereof."

"Jurisdiction cannot be conferred upon the Authority by consent of parties, nor can it be assumed on considerations of equity or hardship."

"When the statute clearly defines the limits of jurisdiction, neither the Authority nor the Courts can travel beyond the same by interpretative exercise."

23. This judgment reinforces the principle that jurisdiction under the Act is conditional and not plenary. The existence of an "ongoing project" is not a mere procedural formality but a foundational jurisdictional fact. In the absence of such a fact, the Authority lacks competence to entertain, adjudicate, or grant relief. The Hon'ble Supreme Court has further clarified that jurisdiction cannot be assumed on sympathetic considerations, nor can it be conferred by consent, or waiver of parties. The limits of jurisdiction, once statutorily defined, are binding and inviolable.

24. When the aforesaid principles are applied to the facts of the present case, it becomes evident that the project in question had already attained completion to the extent certified prior to the commencement of the Act. The part completion certificate dated 19.08.2014, which predates the coming into force of the Act on 01.05.2017, conclusively demonstrates that the project, to that extent, stood completed in accordance with law. Such completion brings the project squarely within the exclusion contemplated under Section 3(2)(b) of the Act.

25. Once the statutory exclusion is attracted, the project ceases to be an "ongoing project" for the purposes of the Act. In such circumstances, this Authority cannot, by interpretative expansion or equitable reasoning, assume jurisdiction where none exists. To do so would amount to rewriting the statute and transgressing the limits of authority conferred by Parliament.

26. In view of the statutory scheme, and in light of the binding law declared by the Hon'ble Supreme Court, this Authority holds that the present project does not satisfy the jurisdictional pre-condition of being an "ongoing project" within the meaning of Section 3 of the Act. The absence of this foundational fact renders the present complaint outside the purview of the Act and beyond the jurisdiction of this Authority.

27. Accordingly, the complaint is held to be not maintainable under the Real Estate (Regulation and Development) Act, 2016, for want of jurisdiction, and is liable to be dismissed on this ground alone.

28. In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed. Pending applications, if any, also stand disposed of.

29. File be consigned to registry.

Dated: 12.09.2025

Arun Kumar
Chairman
Haryana Real Estate Regulatory
Authority, Gurugram