

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

Complaint no. : 3018 of 2025  
Date of filing: 24.06.2025  
Date of decision: 06.01.2026

ILD Millennium Private Limitd  
**Regd. Office at:** 9<sup>th</sup> floor, ILD Trade Centre, Sector  
47, Gurugram, Haryana

**Complainant**

Versus

Hitesh Tuteja & Dinesh Tuteja  
R/o: - House no. 6/103A Shivaji Nagar, Gurugram,  
Haryana

**Respondents**

**CORAM:**

Shri Arun Kumar  
Shri P S Saini

**Chairman  
Member**

**APPEARANCE:**

Ms Shikha (Advocate)  
Sh. Tushar Behmani (Advocate)

**Counsel for Complainant  
Counsel for Respondent**

**ORDER**

1. The present complaint dated 24.06.2025 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 thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and Project related details:**

2. The particulars of the project, the details of 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.	Heads	Information
1.	Name and location of the project	Grand Centra, Sector 37 C, Gurgaon, Haryana
2.	Nature of the project	Residential group housing project
3.	Project area	15.4829 acres
4.	DTCP license no.	13 of 2008 dated 31.01.2008
5.	Name of license holder	M/s Jubilant Malls Pvt. Ltd. and 3 others
6.	RERA Registered/ not registered	Registered vide no. 62 of 2017 dated 17.08.2017 valid up to 16.02.2020
7.	Apartment no.	GCB-0405, Tower- GCB, 4 <sup>th</sup> Floor (page no. 26 of complaint)
8.	Unit measuring	1300 sq. ft. (super area) (page no. 24 of complaint)
9.	Provisional Allotment letter	31.12.2014 (page no. 24 of complaint)
10.	Date of agreement for sale	27.08.2015 (page 27 of complaint)

11.	Possession clause	<b>10.2 Possession of Apartment: .....</b> <i>The developer shall endeavour to complete the construction of the said apartment within 48 months rom the date of execution of this agreement and further extension/grace period of 6 months.</i>  (page no. 56 of complaint)
12.	Due date of possession	27.02.2020  (as per possession clause)
13.	Total sale consideration	Rs. 70,55,900/-  (as per page no. 79 of complaint)
14.	Amount paid by the complainant	Rs. 16,06,364/-  (as per CRA at page no. 13 of complaint)
15.	Cancellation letter	23.12.2024  [at page 100 of complaint]
16.	Occupation certificate	Not on record
17.	Offer of possession	Not offered

**B. Facts of the complaint:-**

3. The complainants have made the following submissions: -
- That the complainant had proposed a project namely, "Grand Centra", situated at Gurugram, Sector 37-C. That initially the project was to be developed by the complainant herein. The proposed project was an FDI-Funded project. That the project was registered with the Haryana RERA and a Registration Certificate bearing no. 62 of 2017 for the project was duly issued to the complainant on

- 17.08.2017. Thereafter, the complainant was duly granted Licence no. 13 of 2008 for the development of the concerned project, under the Haryana Development & Regulation of Urban Areas Act.
- b. That the respondent approached the complainant, expressing their interest in booking a unit in the project previously being developed by the complainant. The respondents, after performing their own due diligence and being completely satisfied with the then status of the project, expressed their interest in getting an allotment and submitted an application form.
  - c. That the complainant issued a provisional allotment dated 31.12.2014 to the respondents and they were tentatively allotted a unit bearing no. 405, 4<sup>th</sup> floor, GCB, 2-BHK, admeasuring 1300 sq. ft.. The respondent entered into an Apartment Buyer agreement with the complainant on 27.08.2015 for purchase of the unit in the project being developed by the complainant. The BBA was executed after full disclosure of all project details, terms and conditions, and was duly accepted and signed by the respondents.
  - d. That as per the agreement executed between the parties, the respondents had made payments towards the consideration of the unit. That as per complainant's ledger account, a total sum of Rs.16,06,364/- has been received from the respondents in respect of the unit.
  - e. That the project herein was attached by the Hon'ble High Court of Delhi in the matter titled "*Assets Care & Reconstruction Enterprise Limited Vs. International Developers Pvt. Ltd. & Ors.*" Bearing no. OMP (ENF.) (COMM.) 122 of 2022.

- f. That due to acute financial distress and lack of requisite funding, the complainant was constrained to discontinue the development of the project. Consequently, all rights pertaining to the development, marketing and associated interests in the project were duly transferred to a third party. That in this regard, the Directorate of Town and Country Planning, Haryana vide letter dated 26.12.2023, approved the assignment of development and marketing rights in the favour of the third party.
- g. Thereby, in the light of the above-mentioned facts and circumstances, the complainant herein does not fall within the definition of the promoter as per section 2(zk) of the Act.
- h. That owing to the unforeseen and unfortunate circumstances, the unit initially allotted to respondent was duly and lawfully cancelled vide cancellation letter dated 23.12.2024 in accordance with the terms and conditions of the allotment. The complainant, acting bonafide manner, duly informed the respondents that any and all amounts paid and invested by the respondents in respect of the unit shall be refunded in accordance with the applicable provisions.
- i. That the complainant has acted all times in good faith and without any intent to defraud or mislead the respondents or any of the other allottees. However, the respondents have filed a complaint bearing no. 2234 of 2025, titled '*Hitesh Tuteja and Dinesh Tuteja Vs. ILD Millennium Pvt. Ltd. & Emperium Infrastructures Pvt. Ltd.*' against the complainant, whereby they have deliberately failed to disclose the true and complete facts of the matter and are maliciously attempting to portray the complainant bearing no. 2232 of 2025 have raised meritless and false allegations against the complainant herein,

- thereby wasting the time resources of the Authority and without any cause dragging the complainant into litigation.
- j. That the complainant has duly complied with the mandate of section 15 of the RERA , 2016, whereby the erstwhile promoter of a project is required to procure two-third consent from the allottees of the project being transferred.
- k. That the complainant, in compliance of the provisions of section 15 of the Act, pertaining to the change of the promoter of the concerned project, duly issued notice inviting objections from the allottees. Moreover, during the course of proceedings before the Authority in the matter, baring no. 1651 of 2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the complainant.
- l. Thereafter, a public notice dated 27.06.2024 was issued, inviting objections from the allottees. The complainant proceeded with the change in developer for the concerned project only after obtaining 2/3<sup>rd</sup> consent from the allottees. The respondent did not come forward when the objections were invited vide the public notice issued by the complainant. Thus, the complainant was well within its rights to proceed with the transfer of the rights to the third party.
- m. That the change of developer for the concerned project has been approved by the DTCP, Haryana vide memo no. LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024. Furthermore, the promoter applied for the registration of the project as per the directions of the Hon'ble Delhi High Court order dated 18.10.2023. The complainant duly complied with the direction issued by Authority and has fulfilled all the mandatory requirements for the valid and absolute

transfer of the development and the marketing rights of the project to a third party. The Authority also approved the proposed plan for transfer of such right in favour of a third party for a concerned project vide order dated 22.07.2024.

- n. That till date, the complainant has duly settled approximately ninety percent of the claims raised by the allottees, pertaining to the allotment in the concerned project. The settlements have been carried out in good faith and in accordance with the contractual obligations between the parties. The complainant has taken consistent and bonafide measures to address grievances, esolve dispute amicably. The complainant remains committed to fulfilling its obligations towards the remaining allottees.
- o. That upon the transfer of development and marketing rights in the project, the complainant herein no longer stands in the capacity of a promoter, and has no right to create anu right, title or interest in favour of anyone. Thus, the complainant does not have the capacity to either complete the project or give valid possession of a unit in the project to the respondents.
- p. That in such circumstances are governed by the Doctrine of Frustration, i.e. when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the parties involved, the law cannot compel its performance.
- q. That in the light of the practical impossibility of the present situation, no possession could be handed over to the respondents herein. The complainant is no longer the promoter/developer of the

project, thus the complainant request this Authority to intervention to direct the respondents to come forward and accept the refund.

**C. Relief sought by the complainant:**

4. The complainants have sought following relief:
  - a. To direct the respondents to accept the refund of the amount of Rs.16,06,364/-, paid by the respondents towards the allotment of the unit.
  - b. To hold the complainant is not liable to make payment of any interest from the date of cancellation letter sent to the respondents.
  - c. To hold the complainant is not a developer of the project and has validity transferred the rights of development and marketing in favour of a third party for the project.

**D. Reply filed by the respondent:**

5. The respondent has contested the complaint on the following grounds:
  - a. That the respondent filed an application dated 16.12.2025 for clubbing the matter with the complaint bearing no. 2234 of 2025 as same was listed on 08.01.2026.
6. Copies of all the relevant documents have been filed and placed on 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 parties.

**E. Jurisdiction of the Authority**

7. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

**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 complete territorial jurisdiction to deal with the present complaint.

**E. II Subject matter jurisdiction**

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

***Section 11(4)(a)***

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

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

10. So, in view of the provisions of the Act of 2016 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 complainants at a later stage.

**F. Findings regarding relief sought by the complainant.**

**F.I. To direct the respondents to accept the refund of the amount of Rs.16,06,364/-, paid by the respondents towards the allotment of the unit.**

**F.II. To hold the complainant is not liable to make payment of any interest from the date of cancellation letter sent to the respondents.**

**F.III. To hold the complainant is not a developer of the project and has validity transferred the rights of development and marketing in favour of a third party for the project.**

11. The above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.
12. It is pertinent to mention here that the respondent-allottee already filed complaint against the complainant-promoter titled as "CR/2234/2025 titled as *Hitesh Tuteja and Dinesh Tutejs Vs ILD Millenium Private Limited*" and same was pending before this Authority.
13. In the present matter the respondents purchased a unit bearing no. GCB-0405, admeasuring 1300 sq. ft. in the project Grand Centra, Sector 37 C, Gurugram. The respondent paid an amount of Rs.16,06,364/- against the total sale consideration of Rs.70,55,900/. That a provisional allotment letter was executed on 21.12.2014 and an agreement was executed between the complainant and the respondent on 27.08.2015 and according to clause 10.2 of the agreement the complainant was obligated to complete the construction of the project and hand over the possession of the subject unit on or before 27.02.2020. The occupation certificate for the project has not yet been obtained from the competent Authority

14. The counsel for the complainant states due acute financial distress and lack of requisite funding, the complainant was constrained to discontinue the development of the project. All rights pertaining to development, marketing, and associated interests in the project were duly transferred to another developer. The Directorate of Town and Country Planning, Haryana, vide the Letter dated 26.12.2023, approved for the assignment of development and marketing rights in favour of a separate developer.
15. The complainant's counsel during course of argument states that the complainant-promoter has duly complied with the mandate of Section 15 of the RERA Act, 2016, whereby they required to procure 2/3<sup>rd</sup> consent from the allottees of the project. That in compliance with the provision of Section 15, for the change of the promoter, of the concerned project, issued a notice seeking objections from the allottee. That during the course of proceedings before the Authority in the matter of RERA-GRG-1651-2024, it was submitted that out of 216 units, only 67 units were sold out of which 20 units were duly settled by the complainant. Further, the promoter issued a Public Notice dated 27.06.2024 seeking objections from the allottee.
16. Further, the complainant-promoter applied before DTCP, Haryana and sane project has been approved by the DTCP, Haryana vide memo no LC-1387-II-JE(SK)-2024/11643-48 dated 09.04.2024.
17. The counsel further states that the complainant-promoter is no longer the promoter of the project and the project now stands registered under the name of M/s Emperium Infrastructure Private limited and the respondent is not the collaborator in the new entity.

18. The Authority observes that as per the section 15, any transfer or assignment of the project to 3<sup>rd</sup> party shall not affect the allotment of the allottee. Section 15 of the RERA, Act 2016 is reproduced below for ready reference:-

**“Section 15. Obligations of promoter in case of transfer of a real estate project to a third party**

**(1)** The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:

*Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.*

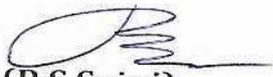
*Explanation.— For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

**(2)** On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made

*thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:*

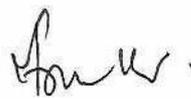
*Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder."*

19. After hearing both the parties and considering documents on record, this Authority finds that under section 18(1) of the Act, where the promoter fails to complete the project or hand over possession as per the terms of the agreement, the allottee has an option to either withdraw and seek refund along with interest, or continue in the project and seek interest for the delay till possession is offered. **The option clearly lies with the allottee and not with the promoter.** The promoter cannot unilaterally impose refund upon the allottee against the latter's expressed desire to continue with the project.
20. In view of the above, the complaint is dismissed being not maintainable before this Authority.
21. File be consigned to registry.

  
(P S Saini)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 06.01.2026**

  
(Arun Kumar)  
Chairman