

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

**Date of decision: 09.12.2025**

<b>NAME OF THE BUILDER</b>		<b>Mapsko Builders Private Limited &amp; Royale Ville Flat Owners Association through its President and Estate Manager</b>	
<b>PROJECT NAME</b>		<b>Mapsko Royal Ville</b>	
<b>S. No.</b>	<b>Case No.</b>	<b>Case title</b>	<b>Appearance</b>
1.	CR/2590/2025	Shree Balaji Educational and Welfare Trust V/S M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association	Adv. Garvit Gupta (Complainant) Adv. Amit Kumar (Respondent no. 1) Adv. Sakshi Chahar (Respondent no. 2)
2.	CR/2591/2025	Shree Balaji Educational and Welfare Trust V/S M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association	Adv. Garvit Gupta (Complainant) Adv. Amit Kumar (Respondent no. 1) Adv. Sakshi Chahar (Respondent no. 2)

**CORAM:**

**Arun Kumar**

**Phool Singh Saini**

**Chairman**

**Member**

**ORDER**

1. This order shall dispose of both the complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Mapsko Royal Ville", situated in Sector 82, Gurugram, Haryana being developed by the respondent/promoter i.e., M/s Mapsko Builders Private Limited & Royale Ville Flat Owners Association through its President and Estate Manager. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question thus seeking to handover vacant, unrestricted access to the physical possession of the unit and others.
3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b>Project Name and Location</b>	"Mapsko Royal Ville", Sector-82, Gurugram
<b>Project area</b>	17.162 acres
<b>Nature of the project</b>	Residential Group Housing Colony
<b>DTCP license no. and other details</b>	114 of 2008 dated 01.06.2008 valid upto 31.05.2018
<b>RERA Registered/ not registered</b>	Not registered
<b>Occupation certificate</b>	30.11.2017 19.12.2018
<b>Completion Certificate</b>	23.10.2019
<b>Possession clause as per buyer's agreement</b>	<b>6.1. Possession of the property</b> <i>The vacant, peaceful, and physical possession of the property shall be handed over by the Vendor to the Vendee, immediately after execution of this ATS, whereupon the Vendee can start development and construction work of the school, as agree herein. (Emphasis supplied)</i>



S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment letter, Agreement to sell and due date	Handover cum settlement Agreement	Total sale consideration and Total amount paid by the complainant in Rs.	Offer of possession
1.	CR/2590/2025  M/s Shree Balaji Educational and Welfare Trust VS M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association  <b>DOF:</b> 26.05.2025 <b>RR 1:</b> 05.09.2025 <b>RR 2:</b> 14.10.2025	Community Site Unit No. Nursery School 1  964.41 sq. yds.  [Page 38 of compliant]	<b>Allotment</b> <b>24.07.2024</b> <b>BBA</b> <b>25.07.2024</b>  [Page 25 of compliant]  <b>Due Date -NA</b>	27.09.2022  (page no. 39 of the complaint)	<b>TSC:</b> <b>1,00,00,000/-</b> - (page no. 31 of the complaint) <b>AP:</b> <b>25,00,000/-</b>  (page no. 27 of the complaint)	<b>25.07.2024</b>  (Page no. 38 of complaint)
2.	CR/2591/2025  M/s Shree Balaji Educational and Welfare Trust VS M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association  <b>DOF:</b> 26.05.2025 <b>RR 1:</b> 05.09.2025 <b>RR 2:</b> 14.10.2025	Community Site Unit No. Nursery School 1  964.41 sq. yds.  [Page 38 of compliant]	<b>Allotment</b> <b>24.07.2024</b> <b>BBA</b> <b>25.07.2024</b>  [Page 25 of compliant]  <b>Due Date -NA</b>	27.09.2022  (page no. 40 of the complaint)	<b>TSC:</b> <b>1,00,00,000/-</b> - (page no. 32 of the complaint) <b>AP:</b> <b>25,00,000/-</b>  (page no. 27 & 28 of the complaint)	<b>25.07.2024</b>  (Page no. 39 of complaint)

**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**  
**Abbreviation**      Full form:

<b>DOF</b>	Date of filing of complaint
<b>RR1</b>	Reply received by the respondent no. 1
<b>RR2</b>	Reply received by the respondent no. 2
<b>TSC</b>	Total sale consideration
<b>AP</b>	Amount paid by the allottee(s)
<b>BBA</b>	Builder Buyer's Agreement

**Relief Sought by the complainant:-**

1. Direct the respondent no. 1 to hand over vacant, unrestricted access to physical possession of the unit in question to the complainant in a habitable, peaceful within 90 days from the date of filing of the present complaint.
2. No third party including respondent no. 2 or its officials should restrain the complainant from accessing and using the unit allotted to it.

4. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/2590/2025** titled as **Shree Balaji Educational and Welfare Trust VS M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association** are being taken into consideration for determining the rights of the allottee(s).

**A. Project and unit related details**

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

**CR/2590/2025** titled as **Shree Balaji Educational and Welfare Trust VS M/s Mapsko Builders Pvt. Ltd. And Royale Ville Flat owners Welfare Association**

S. No.	Particulars	Details
1.	Name of the project	Mapsko Royal Ville, Sector-82, Gurugram
2.	Nature of the project	Residential Group Housing Colony
3.	RERA Registered/Unregistered	Un-registered
4.	DTCP License No.	114 of 2008 dated 01.06.2008 valid upto 31.05.2018
5.	Unit no.	Community Site Unit No Nursery School 1 964.41 sq. yds. (On page no. 38 of complaint)

6.	Date of Booking	07.11.2010
7.	Date of Allotment	24.07.2024 (As on page no. 25 of complaint)
8.	Date of execution of Agreement to sell	25.07.2024 (As on page no. 29 of complaint Incomplete copy of ats is attached from the complainant's side)
9.	Possession clause in the BBA	<b>Clause No. 6.1</b> <i>The vacant, peaceful, and physical possession of the property shall be handed over by the Vendor to the Vendee, immediately after execution of this ATS, whereupon the Vendee can start development and construction work of the school, as agree herein.</i>
10.	Due date of possession as per BBA	NA
11.	Handover cum settlement Agreement executed between both the respondents and the maintenance agency	27.09.2022 (Respondent no. 1 has handed over the operation and maintenance of the common areas and facilities of the project to respondent no.2) (Page 39 of the complaint)
12.	Total sale consideration	Rs.1,00,00,000 /- (As on page no. 31 of complaint)
13.	Amount paid by the complainant	Rs.25,00,000/- (As on page no. 27 of the complaint)
14.	Occupation certificate	30.11.2017 and on 19.12.2018 (As per DTCP website)
15.	Completion Certificate	23.10.2019-CC (As per DTCP website)
16.	Offer of possession	25.07.2024 (As on page no.38 of complaint)
17.	Request letter from the complainant's side to respondent no.2	28.03.2025, 10.04.2025,16.04.2025, 17.04.2025,21.04.2025,26.04.2025 (From page 51-56 of the complaint)

### B. Facts of the complaint

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

- I. That the complainant has invested in the project of the respondent no.1 with all the efforts and hope to construct, promote, operate and manage a nursery school on the area allotted by respondent no.1. The respondent no.1 falls under the category of 'promoter' and is bound by the duties and obligations mentioned in the said act and is under the territorial jurisdiction of this Hon'ble Authority. The respondent no.2 is a resident welfare association running the day-to-day affairs and management of the project in question i.e Mapsko Royale Ville, Sector 82-83, Gurugram.
- II. That the respondent no.1 offered for sale a site admeasuring 806.785 sq. mts (964.91 sq. yards) reserved for 'Nursery School- 1 in a residential Group Housing Colony namely 'Mapsko Royale Ville' in Sector 82-83, Gurugram. The respondent has obtained development license vide license no. 114 of 2008 dated 01.06.2008 from DTCP, Haryana for development of the said project. It had further represented that DTCP has issued occupation certificate dated 20.07.2017, 30.11.2017 and 19.12.2018.
- III. That the complainant received a marketing call from the office of respondent no.1 in the month of March, 2024 for booking in an already developed project i.e. mapsko royale ville located at Sectors 82-83, Gurugram. The complainant, induced by the assurances and representations made by respondent no.1, decided to book the community site unit namely nursery school in the project of respondent no.1. Since the occupation certificate and the completion certificate was already received by respondent no.1, respondent no.1 promised and assured the complainant that it would hand over the physical possession of the site, without any restriction and hindrance whatsoever, in question to the complainant immediately on allotment.

- IV. That vide allotment letter dated 24.07.2024, respondent no.1 on the basis of the application made by the complainant allotted community site unit no. mrv nursery school-1 admeasuring 964.91 sq. yards. It was informed by respondent no.1 to the complainant vide the said letter that the terms and conditions of the application form would be binding. As per the terms of the payment plan, the payment of Rs. 1,00,00,000/- were to be paid in three installments: -
- At the time of booking: Rs. 25,00,000/-
  - Within 2.5 years of booking: Rs. 37,50,000/-
  - Within 5 years of booking: Rs. 37,50,000/-
- V. That post receipt of the allotment letter, the complainant made payment of Rs. 25,00,000/- out of the total sale consideration and respondent no.1 accordingly issued receipt dated 25.07.2024 acknowledging the said payment. Thereafter an agreement to sell was executed between the complainant and respondent no.1 on 25.07.2024. Vide several clauses of the said agreement to sell, it was assured by respondent no.1 to the complainant that respondent no.1 has clear, absolute, marketable title and ownership rights of the unit and that it was legally and lawfully entitled to deal with the unit in any manner, including selling, conveying and transferring the unit to the complainant. Furthermore, it was represented by respondent no.1 to the complainant that immediately after execution of the agreement to sell dated 25.07.2024, the complainant would get all the rights to enter, occupy, construct and develop all necessary infrastructure for a school under the applicable laws, rules and regulations. It was promised to the complainant that the vacant, peaceful and physical possession of the unit would be handed over to the complainant by



respondent no.1 immediately after execution of the agreement to sell whereupon the complainant can start the development and construction work of the school.

- VI. That since the project in question was already developed, respondent no.1 issued letter of possession of the unit to the complainant on 25.07.2024. Vide the said letter of possession, respondent no.1 reiterated to the complainant that the possession of the site was granted to the complainant subject to clearance of the amounts due and payable by the complainant to respondent no.1 as per the terms and conditions of the agreement. Since, the next installment was due within 2.5 years from the date of booking, hence, there should not have been any hindrance in providing vacant, peaceful and physical possession of the unit as guaranteed by respondent no.1 to the complainant as per clause 6.1 of the agreement to sell.
- VII. That it is pertinent to mention herein that Respondent no.1 informed the complainant at the time of issuance of the letter of possession that respondent no.1 had handed over the operation and maintenance of the common areas and facilitates of the project to respondent no.2 vide handover cum settlement agreement dated 27.09.2022. However, it was assured by respondent no.1 to the complainant that at no time did respondent no.1 conferred any ownership rights or economic or beneficial interest in favour of respondent no.2 with respect to the unit in question. Thereafter, for the purpose of construction of the school on the unit allotted, the execution team of the complainant reached the unit site. The respondent no.2 restrained the complainant and notified to it that respondent no.2 would not allow the complainant to access the unit until and unless a request letter was given by the complainant to respondent no.2. Hence, in order to avoid any complexities and to ensure smooth initiation of the



construction work, the complainant vide its letter dated 28.03.2025 (sent via email dated 28.03.2025) requested respondent no.2 to allow the complainant to access and facilitate the work execution. The complainant along with the said letter also enclosed the letter of possession which was issued by respondent no.1.

- VIII. That the complainant and its team was not allowed to visit the unit allotted to the complainant. On account of the same, the complainant was constrained to send email dated 10.04.2025 wherein the complainant reproduced the actual facts and events of 28.03.2025. The complainant stated that respondent no.2 was not allowing the movement of the complainant and were rather creating obstacles and hurdles. Despite several oral requests by the complainant, no heed was paid by respondent no.2 for the reasons best known to them. Therefore, vide email dated 10.04.2025 containing letter dated 28.03.2025, the complainant requested respondent no.2 to allow it to use the unit for the purposes for which the same were allotted as per the terms of the agreement for sale between respondent no.1 and the complainant.
- IX. That the complainant approached the representatives of respondent no.1 and 2 who assured the complainant that respondent no.2 would not create hindrances and obstacles in completion of the construction of the school at the unit site of which the complainant is an allottee. The respondent no.1 categorically assured the complainant that it would ensure smooth transition of the unit site to the complainant without any problems and that respondent no.1 would settle the issue with respondent no.2. However, the assurances of the respondents turned out to be false as no vacant and peaceful possession of the unit was still given to the complainant. Accordingly, the complainant vide its letter dated 16.04.2025 (sent via

email dated 17.04.2025) again requested respondent no.2 to allow unrestricted access to the unit allotted to the complainant without creating any obstructions.

- X. That officials of respondent no.2 failed to grant any permission and rather vide its email dated 17.04.2025, sought a copy of the sale deed or any other documents to confirm the ownership status. Surprisingly and shockingly, respondent no.2 without any authority or power to do so also stated that permission for any civil work would only be granted by respondent no.2 to the complainant after verification of ownership documents. Although the said demand of respondent no.2 was completely unjustified, but in order to avoid any confrontation, the complainant vide its letter sent vide email dated 21.04.2025 yet again shared with the complainants, copy of the letter of possession issued by respondent no.1 to the complainant. Vide the said letter, the complainant again requested respondent no.2 to allow the staff and labour of the complainant to access the unit site which was allotted to it.
- XI. That there remained no legal impediment for the officials of respondent No.2 to allow the complainant to commence the pending work at the site allotted to it, or to permit the complainant and its authorized representatives to visit the said unit. However, in a continued attempt to create unwarranted obstructions and to harass the complainant, respondent no.2 addressed an email dated 25.04.2025 to respondent no.1, with a copy marked to the complainant, seeking to question the authenticity of the documents that had already been submitted by the complainant. Thereafter, respondent no.1, vide its email dated 26.04.2025, also marked to the complainant, categorically confirmed the allotment made in favour of the complainant and once again enclosed the copies of the allotment letter

as well as the possession letter pertaining to the nursery school site allotted to the complainant. Pertinently, in the said communication dated 26.04.2025, respondent no.1 made a startling disclosure, stating that it had been actively pursuing the matter with respondent no.2 since as early as June 2024, but that the latter had been continuously deferring the matter on one pretext or another.

- XII. That vide a separate email dated 25.04.2025, respondent no.2 demanded copy of the sale deed from the complainant for the verification and other imaginary formalities. The complainant vide its email dated 29.04.2025 clarified to respondent no.2 that the execution of the sale deed is never a pre-condition to take possession of the site and that the relevant documents pertaining to possession have already been shared with them. The complainant yet again requested respondent no.2 to allow the contractor of the complainant to access the unit in question.
- XIII. That yet again, respondent no.2 failed to address the grievances of the allottee i.e the complainant. The complainant was thus constrained to file a complaint on 15.05.2025 with SHO, Kherki Daula Police Station reiterating the actual facts of the events and that how the respondent is restraining the complainant to even access the unit allotted to it.
- XIV. That the complainant who is suffering mentally, physically and financially. respondent no.2 has no locus standi whatsoever nor any ground to restrain the complainant from accessing the unit in question. The respondent no.2 is neither an allottee, nor the promoter nor any agent and has no right whatsoever pertaining to the unit in question. It seems that the officials of respondent no.2 want to somehow harass and pressurize the complainant to somehow extract illegal benefits from the complainant which they are not entitled to. The complainant, being the lawful allottee and holder of

possession in respect of the unit in question, is entitled to peaceful access, use, and enjoyment of the said premises, which is being unlawfully denied. That it is submitted that it was the duty and obligation of respondent no.1 to provide vacant, peaceful and physical possession of the unit to the complainant as per Clauses 4.2, 6.1, 6.3 and 6.4 of the agreement to sell. Furthermore, as per Clause 12 of the Handover cum settlement agreement executed between the respondents, it was agreed that respondent no.2 shall at no time obstruct the movement of the prospective customers of the company for the purpose of the sale of the unsold units including the school.

- XV. That it has been informed to the representatives of respondent no.1 from time to time that although it is willing to complete the finishing work of the unit in question, it is the officials of respondent no.2 who are creating unnecessary obstacles in accessing the unit in question and on account of the same, the respondent no.1 has been unable to handover the possession to the complainant.

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

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

- I. Direct the respondent no. 1 to hand over vacant, unrestricted access to physical possession of the unit in question to the complainant in a habitable, peaceful within 90 days from the date of filing of the present complaint.
- II. No third party including respondent no. 2 or its officials should restrain the complainant from accessing and using the unit allotted to it.

8. 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 respondents**

**9. The respondent no. 1 has contested the complaint on the following grounds:**

- i. That at the That the said project has been developed strictly in accordance with the applicable laws and with due approvals, including Development License Nos. 114 of 2008, granted by DTCP, Haryana and occupation certificates dated 20.07.2017, 30.11.2017 and 19.12.2018 respectively. The complainant booked the nursery school-1 unit in March, 2024, after conducting due diligence and gaining full awareness of the project details through marketing communications. The site was subsequently allotted to the complainant via an allotment letter dated 24.07.2024.
- ii. That the complaint pertains to the sale of a site unit admeasuring 806.785 sq. mts. (964.91 sq. yds.) in a residential group housing colony named *mapsko royale ville*, situated in Sector 82-83, Gurugram. An agreement to sell was executed between the complainant and the respondent on 25.07.2024, whereby the lawful title and ownership of the said site unit was granted to the complainant, subject to adherence to the payment schedule and fulfilment of other contractual obligations. A payment of ₹25,00,000/- was made by the complainant through cheque No. 000009 dated 25.07.2024, at the time of signing the agreement to sell, against the total agreed consideration of ₹1,00,00,000/-.
- iii. That the respondent no. 1 has duly fulfilled all its obligations under the ATS, including:
  - Confirming marketable title of the site;
  - Granting access for development of the school site post-execution of the ATS;

- Assuring vacant possession of the site; and
- Offering possession through written communications.

In line with the above, the respondent duly offered possession of the school site unit vide offer of possession letter dated 25.07.2024.

- iv. That the respondent no. 1 has made every bona fide effort to satisfy the complainant and ensure the conferment of ownership rights by duly issuing the offer of possession and communicating formally through written correspondence and thereby providing the complainant with unhindered access to the said unit. However, it is pertinent to mention that at the time of issuance of the offer of possession, the complainant was duly informed by answering respondent that a handover-cum-settlement agreement dated 27.09.2022 had been executed between answering respondent and respondent no. 2. Under the terms of the said agreement, only the operation and maintenance of the common areas and facilities of the project were handed over to respondent no. 2, without transferring any right, title, or interest in the individual school site units or restricting answering respondent's authority to transfer or facilitate possession of such unit. Thus, the unit allotted to the complainant does not fall within the control of the respondent no. 2 and it has no legal authority to interfere in any manner whatsoever with the unit.
- v. That despite the above stated facts, the respondent no. 2 has been obstructing access to the complainant's unit and interfering with proprietary rights, without any lawful authority. The respondent has made multiple efforts to resolve the issue amicably on several occasions, addressed written communications to respondent no. 2 and requesting it to

refrain from obstructing the complainant or its authorized representatives from entering the premises of the allotted unit. Moreover, the email dated 26.04.2025 sent on behalf of the respondent no. 1 to the General Secretary of the respondent no. 2, along with other communications, requesting them to allow the personnels and staff of the complainant to access and manage the unit, clearly demonstrate respondent no. 1's intention to support the complainant and to ensure a smooth and unhindered transition.

- vi. That no privity of contract exists between answering respondent no. 1 and respondent no. 2 in relation to the commercial units. The obstruction by respondent no. 2 to the complainant accessing and managing its unit is a wrongful act and the authority is competent to pass appropriate directions in this regard.

**10. The respondent no. 2 has contested the complaint on the following grounds:**

- i. That this Hon'ble Authority may kindly be apprised that pursuant to the execution of the handover-cum-settlement agreement dated 27.09.2022, clause 13 of the said agreement is reproduced herein below for reference:

*"Upon execution of the present Agreement, RVOWA shall takeover and have effective control of the operational, financial, and effective handover of the operation and maintenance of common areas and facilities, including common facilities, equipment, and supporting infrastructure installed at the site..."*

- ii. That by virtue of the aforesaid clause, respondent no.1 has effectively transferred the management, operational control, and all associated rights and responsibilities in respect of the common areas, facilities, and infrastructure to respondent no. 2. Further, by virtue of the agreement, and specifically through annexure no. 10 thereof, respondent no.1

provided a list of allottees along with other requisite documents intended to facilitate the proper maintenance and upkeep of the project. Accordingly, the project can be deemed transferred to the association/respondent no. 2, only upon the proper handover of all requisite documents.

- iii. That the respondent no.2 / welfare association, being a bona fide, law-abiding entity formed for the collective benefit of homebuyers and allottees, was under the genuine and reasonable belief that all necessary documents, plans, and details had been duly provided and transferred by the promoter, i.e., respondent no.1, pursuant to the afore-mentioned agreement. The complainant approached respondent no. 2 seeking entry permission and possession over community site unit nos. 1 and 2 nursery. Being the duly constituted representative body responsible for the security, maintenance, and management of the residential society, respondent no. 2 undertook a due verification of the list of allottees as provided by respondent no. 1 under the impression that such list was complete and accurate. Upon such verification, it was found that no allotment pertaining to the nursery site had been granted to the complainant. Further, no supporting documentation or information regarding the same was provided by respondent no.1 to respondent no. 2.
- iv. That upon receiving the request from the complainant, and in order to safeguard the legitimate interests of allottees and maintain transparency, as well as considering the possibility of some merit in the claims made by the complainant, respondent no. 2 acted in a prompt and responsible manner. Accordingly, respondent no. 2 formally sought clarification and requisite supporting documentation from respondent no. 1 by way of a

formal email dated 25.04.2025. The specific clarifications sought from respondent no.1 is reproduced herein below:

- 1. Whether an allotment has been made to shree balajee educational and welfare trust and provide relevant documentation in support of the same.*
  - 2. The authenticity of the possession letters shared by the trust (attached to this email) and whether the conditions outlined in the letters have been fulfilled.*
- v. That the respondent no. 2 further submits that as the management body responsible for security and maintenance, it cannot permit entry or occupation of premises by any person or entity unless and until lawful title, possession, and authorisation are conclusively established and requisite documentation is provided by the respondent no. 1 as per the governing handover and statutory requirements. This precaution is necessitated by the imperative to ensure the safety and property rights of existing residents, and to avoid any unlawful or unauthorised occupation or activity within the Society.
- vi. That respondent no. 2 respectfully submits that the respondent no. 1, pursuant to the email dated 25.04.2025 by the respondent no. 2, reverted back via email dated 26.04.2025 and provided certain documents relating to the allotment in favour of the complainant. The said documents and information ought to have been duly shared by respondent no. 1 at the time when the nursery site was allotted to the complainant. due to such non-disclosure on the part of respondent no. 1, the complainant has had to face hindrance. This situation could have been avoided had respondent no.1 complied with its obligations in a timely and transparent manner.
- vii. That subsequently, in furtherance of its due diligence obligations and in order to ensure the smooth functioning of the residential society and

protect the interests of the allottees, respondent no. 2 sought additional clarifications from both respondent no. 1 and the complainant. These clarifications were essential before permitting any institutional activity within the residential premises. Including but not limited to:

- i. Whether a dedicated STP has been planned or constructed for the Nursery site;
  - ii. Source of independent water supply for the Nursery site;
  - iii. Availability of a separate electricity connection;
  - iv. Clarification on the entry and exit route to ensure it does not obstruct residents/allotees' movements;
  - v. Measures proposed for noise pollution control;
- viii. That the nature of activities carried out in a nursery site or school premises involves daily footfall of a significant number of students, staff, and visitors, resulting in substantially higher generation of sewage and wastewater as compared to a regular residential unit. The existing Sewage Treatment Plant within the residential society was designed to cater to the needs of the resident allottees and not for any institutional/commercial setup. The integration of such additional load on the existing STP would not only overburden the system but also escalate the maintenance cost, frequency of servicing, and potential risk of malfunction. It would be inequitable and unreasonable to shift the financial and operational burden arising out of such usage onto the residential allottees. Accordingly, a clarification was sought regarding the installation and location of a dedicated and separate STP for the nursery site.
- ix. That institutional units such as nursery schools are equipped with independent electricity meters and sanctioned loads as per their specific

- needs, which are typically higher than residential units. Any unauthorised tapping into the society's electricity infrastructure may cause safety risks, power failures, or overloading. Thus, respondent no. 2 requested clarification from respondent no. 1 regarding whether a separate electricity supply point and meter had been provided. Furthermore, considering the nature and scale of daily movement to and from the nursery site, it is essential to ensure that the entry and exit routes for the nursery site are separate and clearly demarcated, so as not to obstruct, endanger, or cause congestion to the movement of resident allottees. The lack of such segregation can create serious security, safety, and logistical issues within the gated society. Hence, respondent no. 2 required clarity on which gate or path the complainant intends to use for entry and exit and whether such movement would overlap with residential access points.
- x. That the complainant/nursery school inherently involves sound-generating activities, including but not limited to assemblies, playtimes, announcements, and vehicular movement, which may cause noise pollution, particularly affecting nearby residential units and senior citizens. Since this is a residential society with families and elderly residents, it is critical that the complainant disclose the measures it plans to implement to mitigate any potential noise disturbances. This may include timing restrictions, administrative protocols and installation of sound barriers. Despite requests from the side of respondent no. 2 for clarification on the above-mentioned essential concerns, the respondent no. 1 and complainant have been failed to address the same. Further, that the matter is now sub judice before this Hon'ble Authority, respondent no. 2 respectfully requests that this hon'ble authority may be pleased to direct respondent no.1 and the complainant to provide detailed clarifications on

the points mentioned hereinabove, in the interest of justice, transparency, and to ensure the continued welfare of the resident allottees.

11. 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 parties.

#### **E. Jurisdiction of the authority**

12. 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**

13. 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**

14. 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.*

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

#### **F. Findings on the relief sought by the complainant**

**F.I Direct the respondent no. 1 to hand over vacant, unrestricted access to physical possession of the unit in question to the complainant in a habitable, peaceful within 90 days from the date of filing of the present complaint.**

**F.II No third party including respondent no. 2 or its officials should restrain the complainant from accessing and using the unit allotted to it.**

16. 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 relief and the same being interconnected.

17. The present complaint was filed on 26.05.2025 and the reply on behalf of respondent no. 1 was received on 05.09.2025 and the reply on behalf of respondent no. 2 was received on 14.10.2025 respectively.

18. On perusal of the documents available on record, it becomes clear that in the present complaint, the complainant vide allotment letter dated 24.07.2024 was allotted a community site namely Nursery School in Mapsko Royale Ville Situated in Sector 82-83, Gurgaon, Haryana. Subsequently, an agreement to sell was executed on 25.07.2024, between the complainant and the respondent no. 1 vide which the complainant agreed to construct and then promote, operate and manage school-I at the property as per terms and conditions in the agreement.

19. Now, the complainant herein has approached this Authority seeking possession of the said land vide clause 6.1 of the agreement to sell dated 25.07.2024, which stipulates that the vacant, peaceful and physical possession of the property shall be handed over immediately after the execution of this agreement. The respondent offered the possession of the community site nursery school to the complainant on 25.07.2024

20. The payment plan agreed between the parties, vide agreement dated 18.01.2023 is reproduced as under: -

- a. At the time of booking: Rs. 25,00,000/-
- b. Within 2.5 years of booking: Rs. 37,50,000/-
- c. Within 5 years of booking: Rs. 37,50,000/-

21. The Authority observes that as per the payment plan agreed between the parties the complainant has paid an amount of Rs.25,00,000/ against the total sale consideration of Rs.1,00,00,000 /-The respondent/promoter has obtained the occupation certificate on 30.11.2017, 19.12.2018 and the completion certificate of the said project on 23.10.2019, from the competent authority. The complainant has filed the present complaint seeking directions to handover the physical possession of the allotted community site nursery school and no third party should restrain the complainant from accessing and using the unit allotted to the complainant.

22. Now the question arises that whether the present complaint is maintainable before the Authority or not and whether the complainant herein is covered under the definition of section 2(d) of the Act of 2016 or not?

23. It is matter of record that that an agreement to sell dated 25.07.2024 was executed between Mapsko Builders Private Limited (referred to as the "**Vendor**") and Shree Balajee Educational and Welfare Trust (referred to as the

"Vendee") in respect of the subject land admeasuring 806.785 sq. mts., described as a Nursery School. A perusal of the said agreement makes it abundantly clear that the complainant is a purchaser of the land for the purpose of establishing a Nursery School-1, and not an "allottee" as defined under Section 2(d) of the Act, 2016. The clause E, F, 3.1, 3.5 is reproduced below for ready reference:

*E. The Vendee has approached the Vendor representing that the Vendee has experience in constructing, developing, promoting and operating schools and other similar educational institutions. The Vendee has offered to purchase the Property and to construct, develop necessary infrastructure and operate a permitted Nursery School-2 as per standards and specifications mandated under applicable laws, rules, and regulations relating to schools and/or similar educational institutions and further, in compliance with all orders, directions, and notifications of the concerned government department for child welfare, health and education.*

*F. The Vendor has agreed to the offer of the Vendee and based on the representations of the Vendee that the Vendee shall also create, promote, operate, and manage a Nursery School-2 or similar educational institutions at the Property.*

*3.1. In lieu of the transfer of ownership, right, title and interest and of possession unto and upon the Property by the Vendor in favour of the Vendee or its nominee, and a promise to conclusively construct, and then promote, operate and manage school-2 at the Property by the Vendee as per terms and conditions contained herein, the Vendee or its nominee shall pay an aggregate sale consideration of INR 1,00,00,000/- (Rupees One Crore only) to the Vendor.*

*3.5 That the Vendee, immediately after execution of this ATS shall conclusively construct, promote, operate and manage a school on the Property at their sole, responsibility and expense, subject to terms and conditions herein and in compliance of all government laws, by-laws, rules, regulations, orders and notifications at their own cost and expense.*

24. From the above-mentioned clause it is evident that the complainant is purchaser who has purchased the said parcel of land cum plot for the development of Nursery School. Further, the above-mentioned clauses

reinforce the position that the complainant is acquiring the land with the intent of development and utilization for developing, promoting and managing school purposes and is not an allottee in the sense of having been allotted a unit (residential, commercial, or otherwise) by a promoter under a real estate project. However, in the present complaint, the complainant has purchased a land permitted for the purpose of the construction and operation of 'school' admeasuring 809.177 sq. mts. with the specific intent of developing a Nursery school thereon.

25. The Authority observes that as per the Real Estate (Regulation and Development) Act, 2016, the 'Real Estate Project' and 'allottee' means:

*"2(zn) **real estate project** means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of the land into plots or apartments, as the case maybe, for the purpose of selling all or some of the said apartments or plots or buildings, as the case maybe, and include the common areas, the development works, all improvements and structure thereon, and all easement, rights and appurtenances belonging thereto".*

*"2(d) "**allottee**" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

26. Upon careful examination of the documents placed on record made by both the parties, it is observed that the agreement to sell dated 25.07.2024 executed between the complainant and respondent no. 1 consistently refers to the subject matter as "**land**" and nowhere uses the term "**plot**". The distinction between "land" and "plot" is legally significant under the Real Estate

(Regulation and Development) Act, 2016. The use of the term "land" indicates a standalone sale of a parcel of land, not a unit/plot within a plotted development scheme or a registered real estate project. In the absence of any material evidence to show that the subject land forms part of a real estate project wherein individual plots was offered for sale to allottees, the transaction in question does not fall within the ambit of Section 2(zn) (real estate project) or Section 2(d) (allottee) of the Act, 2016. Therefore, the sale in question appears to be a commercial transaction for the purchase of undeveloped land for the purpose of establishing a 'Nursery School', and not the allotment of a plot or apartment under the real estate project. Accordingly, it is held that the complainant does not fall within the definition of "allottee".

27. Upon consideration of the submissions made by both the parties and after perusal of the record, the Authority is of the view that the present complaint is not maintainable. The most pious objective behind the enactment of the Real Estate (Regulation and Development) Act, 2016 is to ensure the sale of real estate project in an efficient and transparent manner along with protecting the interest of the consumers in the real estate sector. In respect of the Act, the endeavour was to ameliorate the sufferings of the allottees/persons, who have invested their hard-earned money in the real estate sector. The object of the RERA is to protect the 'allottees' and simplify the remedying of the wrongs committed by the 'promoter'. Further, the Authority is of the considered view that the complainant, having entered into a commercial transaction for purchase of land with the intent to develop a Nursing School, does not fall within the statutory definition of an "allottee" under the Act.

28. Therefore, the Authority is of the view that evidently the complainant does not fall within the ambit of the definition of 'allottee' under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The definition of 'allottee'

pertains to a person to whom a plot, apartment, or building is allotted or sold for residential, commercial, or mixed use, and not for institutional or healthcare purposes such as a Nursing Home or Nursery School. Therefore, the complainant, having purchased the said parcel of land for the purpose of establishing a Nursery School, cannot be construed as an 'allottee' within the meaning of section 2(d) of the Act, 2016.

29. Further as per Section 3 (3) (a) (iv) of The Haryana Development and Regulation of Urban Areas Act, 1975 it is observed that any owner will construct at his own cost or get constructed schools, hospitals, community centers. The relevant section is reproduced below for ready reference:

3 (3) After the enquiry under sub section (2), the Director, by an order, in writing, shall-

(a) grant a licence in the prescribed form, after the applicant has furnished to the Director a bank guarantee equal to twenty five per centum of the [estimated cost of development works in case of area of land divided or proposed to be divided into plots or flats for residential, commercial or industrial purposes and a bank guarantee equal to thirty-seven and a half per centum of the estimated cost of development works in case of cyber city or cyber park purposes ] as certified by the director and has undertaken-

(iv), to construct at his own cost, or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the lands set apart for this purpose, in a period as may be specified, and failing which the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit:

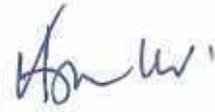
30. Therefore, from the above said clause, it is evidently clear that the schools, hospitals, community centres, and other community buildings do not fall under

the purview of The Real Estate (Regulation and Development) Act, 2016 but are governed by The Haryana Development and Regulation of Urban Areas Act, 1975. The complainant is at liberty to seek appropriate remedies before the appropriate forum in accordance with law.

31. Therefore, after considering the above said facts, the present complaint is dismissed being not maintainable.
32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
33. Complaint as well as applications, if any, stand disposed off accordingly.
34. Files be consigned to registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 09.12.2025