

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

Complaint no. : 2420 of 2025
Date of First hearing : 04.09.2025
Order pronounced on : 12.03.2026

Ajay Singh Godara

R/o - House No.516, Panchayat Ghar
Mohalla, Village Bharthal, South West
Delhi, Delhi-110043

Complainant

Versus

M/s JMS Buildwell Realty Pvt. Ltd

Registered Office : Plot No.238-SP,
Sector-46, Gurugram, District
Gurugram, Haryana-122002.

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Pawan Kumar (Advocate)
None (Advocate)

**Complainant
Respondent**

EX-PARTE ORDER

1. The present complaint dated 06.06.2025 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 provision of the



Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, 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:

S. N.	Particulars	Details
1.	Name of the project	The Pride, Sector-95 A, Gurugram
2.	Nature of the project	Affordable Plotted Colony
3.	RERA Registered/ not registered	118 of 2022 dated 13.12.2022
4.	License no. and validity	166 of 2022 dated 18.10.2022, valid upto 18.10.2022
5.	Plot no.	74 [As per agreement at pg.31 of complaint]
6.	Plot area admeasuring	112.391 sq. yrd [As per agreement at pg.31 of complaint]
7.	Date of booking	29.05.2023 [As per agreement at pg.30 of complaint]
8.	Date of Allotment	30.05.2023 [pg.17 of complaint]
9.	Date of Agreement to Sale	07.08.2023 [as per stamp paper of ATS at pg.28 of complaint]
10.	Payment Plan	Construction linked plan [Page 52 of complaint]
11.	Possession clause	7. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE: 7.1 Schedule for possession of the said Plot for Residential usage – “...The Promoter assures to handover possession of the Plot for Residential usage as per agreed terms and conditions on or before 17.10.2027. ” [pg.37 of complaint]
12.	Due date of possession	17.10.2027
13.	Total sale consideration	Rs.54,51,188/- [Pg.31 of complaint]



	[includes BSP, EDC/IDC and PLC, if applicable]	
14.	Amount paid by the complainant	Rs.54,51,188/- [as alleged in pleadings at pg.15 of complaint]
15.	Occupation certificate /Completion certificate	30.01.2025 [As per information obtained by planning branch]
16.	Notice of possession [with demand of Electrification charges of Rs.5,02,950/- and Fencing charges of Rs.56,195/-]	16.11.2024 [pg.53 of complaint]

B. Facts of the complaint:

3. The complainants have made following submissions by filing the present complaint: -

- i. This complaint is preferred by the complainant under the enabling provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "Act") & the Haryana Real Estate (Regulation & Development) Rules, 2017.
- ii. The respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The respondent while launching & advertising any new housing project always commit and promise to the targeted consumers that his/her/their dream home will be completed and delivered to him/he/them within the agreed timeline initially in the agreement while selling the dwelling unit to him /her /them. The respondent also assured the consumers like complainant that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.



- iii. The respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling residential unit is the delivery of completed unit within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her/their Unit. Therefore, the respondent used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that his /her /their Unit will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.
- iv. That, somewhere in the year 2023, the respondent through its marketing executives had advertisement done through various medium and means approached the complainant with an offer to invest and buy a plot in the proposed project of respondent, which the respondent was going to launch under the Deen Dayal Jan Awas Yojana, under Haryana Affordable Housing Scheme, 2016, under the name and style of "**THE PRIDE**" at Sector-95A, Gurugram, District Gurugram (hereinafter to be referred to as "said project"). The respondent had represented to the complainant that the respondent is very ethical business in the field of construction of residential, commercial project and plotted colony and in case, the complainant invests in the project of respondent then they would deliver the possession of proposed unit /plot on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainant that the respondent has already



secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainant given by the respondent and assured that the allotment letter and Builder buyer agreement for the said project would be issued to the complainant within one week of booking to be made by the complainant. The complainant while relying on the representations and warranties of the respondent and believing those to be true had agreed to the proposal of the respondent to book the unit in the project of respondent. The representative of the respondent had also shown the brochures to the complainant.

- v. The respondent arranged the visit of its representatives to the complainant and they also assured the same as assured by the respondent to the Complainant, wherein it was categorically assured and promised by respondent that they already have secured all the sanctions and permissions from the concerned Authorities/Departments for the sale of said project and would allot the unit/plot in the name of complainant immediately upon booking. Relying upon assurances and believing those to be true, the complainant booked a plot /unit bearing plot no.74, admeasuring 112.391 square yards (93.973 square meters) in the project "The Pride" situated at Sector-95A, Gurugram, Haryana and right in the common areas as per the provisions of the Haryana Development and Regulations of Urban Area Act, 1975 and other applicable law vide application form no.TP/APP/10024 dated 29.05.2023, against



a total sale value of the plot for residential usage as per approved plan is Rs.54,51,188/- .

- vi. That, thereafter, the respondent had allotted the said unit to the complainant vide allotment letter dated 30.05.2023. At the time of allotment, it was assured and promised by the respondent that it would execute the agreement to sell in respect of the said unit as confirmation of the unit in favour of the complainant.
- vii. That, thereafter, the respondent executed an agreement for sale registered at the office of sub-registrar, Harsaru, Gurugram vide vasika No.4049 dated 16.08.2023 in favour of complainant. At the time of agreement, the complainant was assured by the respondent that the respondent would have delivered the said unit/plot to the complainant maximum by 17.10.2027.
- viii. Thereafter, respondent started raising the demand of money /installments from the complainant as per the agreed timelines and complainant as on the date of filing of the present complaint has paid Rs.54,51,188/- to the respondent and no amount of any kind is left to be paid by the complainant to respondent.
- ix. The respondent raised various demands for payments from time to time, which were duly paid by the complainant as per the Schedule because the complainant have opted for the construction linked plan.
- x. That, through a letter dated 16.11.2024, the respondent has intimated the complainant regarding commencement of offer and handover of possession for plot no.74 in the project the Pride, Sector-95A, Gurugram and vide which the possession of the



aforesaid unit/plot was offered by the respondent to the complainant.

- xi. That, after receiving of the offer of possession, when complainant went through the same, on which the complainant came to know that the respondent has demanded excessive amount from complainant on the followings grounds/account:

*External Electrification Charges /Electricity Facility Water Connection Charges and Sewerage Charges – Rs.5,02,950/-;
Compound Wall / Fencing Charges – Rs.56,195.5/-
In this way, the respondent has demanded an amount of Rs.5,02,950/- + plus Rs.56,195.5/- = Rs.5,59,145.5/-*

- xii. That, at the time of booking, it was assured and promised by the respondent that the respondent will not charge anything more than the value of sale as is shown in allotment letter as well as agreement for sale but the respondent in utter contravention and infringement of all the rules, regulations and laws framed from time to time is demanding more amount other than the actual price, for which the respondent has no right, title or title.
- xiii. Since the date of booking and till today, the respondent had raised various demands for the payment of installments on complainant towards the sale consideration of the said unit and the complainant has duly paid and satisfied all those demands without any default or delay on his part and has also fulfilled otherwise also his part of obligations but respondent having fraudulent intention is demanding the said excessive amount of Rs.5,59,145.5/-.
- xiv. The complainant tried his level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the excessive amount but all in vain. The complainant also informed the respondent about his financial hardship citing the extreme financial



and mental pressure he was going through and the complainant requested the respondent not to charge any other demand, which are neither the part of agreement for sale nor had ever been agreed upon but the respondent never cared to listen to his grievances and left him with the suffering and pain on account of its default and negligence.

- xv. The complainant undergone severe mental harassment due to the negligence on the part of respondent to deliver the unit on time agreed. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made life of complainant miserable socially as well financially as all his personal financial/fiscal plans and strategies were based on the said unit /plot. Therefore, respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no fault on his part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured him to buy a unit /plot in the project of the respondent. The respondent has trapped the complainant in a vicious circle of mental, physical and financial agony, trauma and harassment in the name of delivering of his unit /plot within deadline representing itself as a multinational real estate giant.
- xvi. The respondent committed grave deficiency by demanding excessive amount from complainant but miserably failed to perform its part of agreement. The complainant suffered a huge loss by

paying a huge amount and still continues to suffer at the hands of respondent as being deprived of his money for a number of years.

- xvii. The cause of action accrued in favour of the complainant and against the respondent in year 2023, when complainant booked the said unit/plot and it further arose when respondent demanded excessive amount of Rs.5,59,145.5 from complainant. The cause of action is continuing and is still subsisting on day-to-day basis.

C. Relief sought by the complainant:

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

- I. Direct the respondent to handover the possession of the said unit/plot to the complainant.
- II. Direct the respondent to waive off the excessive amount of Rs.5,59,145.5/- as has been demanded by the respondent illegally, unlawfully and arbitrary.
- III. Direct the respondent to pay an amount of Rs.55,000/- to the Complainant as cost of the present litigation.

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.

6. The respondent was given various opportunities on 04.09.2025, 23.10.2025, 04.12.2025, 22.01.2026 and 26.02.2026 to put in appearance and file reply. Despite specific directions for filing of reply, the respondent has failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of



above, the defence of the respondents is hereby proceed ex-parte vide proceedings dated 12.03.2026.

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 those undisputed documents and submissions made by the parties.

D. 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:

D.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.

D.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.

E. Findings on the relief sought by the complainant.

E.I Direct the respondent to handover the possession of the said unit /plot to the complainant.

E.II Direct the respondent to waive off the excessive amount of Rs.5,59,145.5/- as has been demanded by the respondent illegally, unlawfully and arbitrary.

12. The above mentioned reliefs F.I and F.II are interrelated and hence are taken together for better adjudication of the matter.

13. In the present complaint, the complainant intends to continue with the project and is seeking handover of possession of the allotted plot no.74 in the Affordable Plotted colony project named "The Pride" situated at Sector-95 A, Gurugram and waive off excessive amount demanded by the respondent on account of External Electrification Charges /Electricity Facility Water Connection Charges and Sewerage Charges of and Compound Wall / Fencing Charges.

14. The complainant alleged that the offer of possession dated 16.11.2024 is not valid as in the same respondent is levying illegal excessive amount on name of External Electrification Charges /Electricity Facility Water Connection Charges and Sewerage Charges of Rs.5,02,950/- and Compound Wall / Fencing Charges of Rs.56,195.5/-.



15. On Consideration of documents available on record, the Authority finds that the completion certificate for the project in question was obtained by the respondent from the competent authority on 30.01.2025 whereas the possession of the plot was offered to the complainant vide letter dated 16.11.2024 i.e., prior to the receipt of competition certificate, which cannot be held valid in the eyes of law and the same is hereby set aside. Further, clause 1 (v) of Agreement for sale dated 07.08.2023 at page 32 of complaint states that the total sale value of Plot does not include electrification charges and fencing charges. The said clause is reproduced below:

*(v) The Total Sale Value of Plot does not include taxes/cess/levies, the individual electric meter connection charges, **Electrification Charges** (EC), i.e., the cost borne by the Promoter to get the connection from HVPN/DHBVN/HSEB to the colony, water facility Charges, sewerage connection charges, solar geyser, solar heating, solar lighting, **Compound wall fencing** and amenities, Infrastructure Augmentation charges (IAC), registration charges, stamp duty, documentation charges/legal charges including statutory deposits as per actuals, administrative charges for registration, interest free maintenance security, etc.*

In case the above charges, i.e. Electric, Water, Sewerage, etc., if paid, by promoter to any Authority for bulk connection, shall be paid/reimbursed by the Allottee/s to the Promoter on pro-rata basis, else in case of payment done on individual basis then the allottee/s shall have to pay on actual individual basis. Hence, the Allottee/s agrees to pay the above charges in terms of this clause, over and above the Total Sale Value of the Plot.

[Emphasis Applied]

16. The Authority observes that the issue regarding **External Electrification Charges** has already been dealt by the authority in complaint bearing no. **CR/4031/2019 titled as Varun Gupta Vs. Emaar MGF Land Limited wherein** it is held that the promoter cannot charge external electrification charges from the allottees while issuing offer of

possession letter of a unit even though there is any provision in the builder buyer's agreement to the contrary.

17. Water and sewerage connection charges: The promoter is entitled to charge the actual charges paid to the concerned departments from the complainant/allottee on pro-rata basis on account of sewerage connection and water connection, etc., i.e., depending upon the area of the plot allotted to the complainant vis-à-vis the area of the project, subject to the respondent furnishing proof of having paid the same to the competent authority. The calculation with regard to the proportionate share of the complainant on pro rata basis to be supplied to the complainant within a period of two weeks and the excess amount paid if any, shall be refunded to the complainant.

18. Compound Wall/Fencing Charges: It is determined that compound wall is a part of the basic services to be provided by a promoter in a plotted complex for demarcation of the plots. When a person purchases a plot, he presupposes demarcation of plot and provision of all basic services like drinking water, drainage, sewerage system, electricity supply, road and street light system etc. The cost of all such facilities is invariably a part of the overall cost of the plot. The Authority observes that in the agreement to sale dated 07.08.2023, the costing of compound wall/fencing charges has not been defined properly and the same were liable to be paid as per actuals. However, the respondent-promoter has charged an amount of Rs. 56,195.5/- on account of the said charges from the complainant without any justification and bifurcation. Accordingly, the respondent is directed to demand the actual charges incurred by it towards fencing the wall of complainant's plot along with justification and bifurcation of the same to the complainant.

19. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and to get the conveyance deed executed in favour of the allottee. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

20. The completion certificate for the project in question was obtained by the respondent from the competent authority on 30.01.2025, however, possession of the subject plot has not been validly offered to the complainant post receipt of completion certificate till date. In view of the above the respondent/promoter is directed to issue a fresh offer of possession to the complainant. Thereafter, on payment of outstanding dues, if any the respondent shall handover the possession of the plot and get the conveyance deed of the allotted plot executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

E.III Direct the respondent to pay legal expenses of ₹55,000/- incurred by the complainants along with other charges.

21. The complainant is seeking relief of litigation expenses. The Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation & litigation expense shall be adjudged by the



Adjudicating Officer having due regard to the factors mentioned in Section 72.

F. Directions of the authority

22. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondent/promoter is directed to issue a fresh offer of possession to the complainant. Thereafter, on payment of outstanding dues, if any, the respondent shall handover the possession of the plot and get the conveyance deed of the allotted plot executed in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- II. The respondent shall not charge external electrification charges from the complainant even though there is any provision in the builder buyer's agreement to the contrary.
- III. The respondent can charge the actual charges paid to the concerned departments from the complainant/allottee on pro-rata basis on account of sewerage connection and water connection, etc., i.e., depending upon the area of the plot allotted to the complainant vis-à-vis the area of the project, subject to the respondent furnishing proof of having paid the same to the competent authority.



- IV. The respondent is directed to demand the actual charges incurred by it towards fencing the wall of complainant's plot along with justification and bifurcation of the same to the complainant.
- V. The respondent shall not charge anything from complainant which is not part of buyer's agreement.

23. Complaint stands disposed of.

24. File be consigned to registry.

Dated: 12.03.2026



Phool Singh Saini
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram