

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

<b>Complaint no.</b>	<b>:</b>	<b>1781 of 2025</b>
<b>Date of Filing:</b>		<b>15.04.2025</b>
<b>Date of Decision:</b>		<b>13.02.2026</b>

Empire Housing Projects Private Limited  
**Address:** FF 01, Vasant Square Mall, Sector-B,  
Pocket-05, Vasant Kunj

**Complainant**

Versus

Ninaniya Estates Limited  
**Address:** 160, Karni Vihar, Ajmer Road, Near  
Rawat Mahila College, Jaipur, Rajasthan

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Aditya Gauri  
None

Advocate for the complainant  
Advocate for the respondent

**ORDER**

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

**A. 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:

Sr. No.	Particulars	Details
1.	Name of the project	"Prism Portico", Sector 89, Pataudi Road, Gurugram
2.	Project area	5.05 acres
3.	Nature of project	Commercial Complex
4.	DTCP license	179 of 2008 dated 11.10.2008 valid upto 10.10.2018
5.	License	Ninaniya Estates Ltd.
6.	RERA Registration	Not Registered
7.	Space/Unit	6100 sq. ft. on Ground Floor 15000 sq. ft. on First Floor Both in Tower A (page no. 23 of complaint)
8.	Agreement for sale	15.11.2024 (page no. 19 of complaint)
9.	Possession Clause	7. The Company assures to handover possession of the Retail cum Commercial/IT Office Studio Suites Unit by <b>10<sup>th</sup> March 2027</b> unless there is delay due to "force Majeure", court orders, Government policy/guidelines, decisions etc.

		affecting the regular development of the real estate project.....
10.	Due date of possession	10.03.2027 (as per possession clause)
11.	Total sale consideration	Rs.15,58,20,000 /- (page no. 24 of complaint)
12.	Amount paid by the complainant	Rs. 15,55,00,000/-
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint:
- I. That relying on the representations made by the respondent, the complainant decided to invest in the project. Consequently, an agreement for sale was executed between the respondent and the complainant on 15.11.2024.
  - II. That in terms of the agreement to sale dated 15.11.2024 the complainant was allotted/granted retail & office studio suites with a carpet area of 6,100 sq. ft. and 15,000 sq. ft. at ground floor and first floor respectively in tower A of the project. That out of the total sale consideration the complainant had made a payment of Rs. 15,55,00,000/-
  - III. That in light of the agreement to sale executed between the parties, the complainant falls within the definition of allottee under Section 2(d).

- IV. That the respondent was contractually bound to obtain irrevocable and unconditional approvals/sanctions from the relevant Haryana Government Authorities for approval of building plans by no later than March 12, 2025. To date there has been no communication from the respondent to the complainant regarding the status of such approvals. Additionally, the respondent was obligated to secure the requisite approvals for the retail cum commercial/it office studio, suites unit Towers from the Haryana Urban Development Authority (HUDA), as well as the apply for renewal of the layout plan for the multi-story building, which was valid until 2022. The respondent has failed to communicate the status of the renewal application, due for submission by March 16, 2025, along with the status of other necessary approvals to the Complainant.
- V. That the respondent also stated in the agreement for sale that the respondent shall execute a conveyance deed/sale deed in favour of complainant preferably within 30 days of signing the registered agreement but there has been no progress for the same.
- VI. That while the complainant was assured that the respondent, that the agreement for sale will be duly registered by there has been no progress so far. The complainant's employee went to the concerned tehsil to enquire the status of agreement for sale and was informed that the agreement for sale cannot be executed without the respondent having obtained the RERA Number. The same was duly communicated to the respondent.
- VII. That in terms of the agreement to sell the complainant was entitled to receive a sum of Rs. 45 per sq. ft. per month (from the date of execution of the ATS) for the first 09 months and subsequently a sum of Rs. 80 per

sq. ft. per month till the completion of the total project by the respondent.

VIII. That the respondent has contradicted Section 4 of the RERA Act which mandates the promoter to make an application to the authority for registration of the real estate project. Accordingly, the respondent is liable to be punished in terms of Section 60 of the Act.

IX. That according to Section 3 of the RERA Act, that in regards to the projects ongoing as on the date of the commencement of RERA Act, 2016 for which the completion certificate has not been issued the promoter shall make an application to the authority for registration of the project.

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

4. The complainant has sought following relief(s).
  - i. Direct the respondent to disburse rents as decided in terms of clause 5.4 of the agreement for sale dated 15.11.2024 with accrued interest for the rent in arrears.
  - ii. Direct the respondent to obtain the requisite RERA registration.
  - iii. Initiate inquiry against M/s Ninaniya Estates Ltd. for executing agreements for sale without obtaining the mandatory RERA registration.
  - iv. Impose penalty under Section 60 of RERA Act for noncompliance with Section 4 of the Act.
5. The present complaint was filed on 15.04.2025. The counsel for the respondent has not filed the reply in the registry of the Authority and none appearing on behalf of respondent. The authority sent notice which is duly served to the respondent-builder to appear and argue in the matter but on hearing dated 05.09.2025, 12.09.2025, 14.11.2025,

02.01.2026, 06.02.2026 and 13.02.2026 it failed to appear and argue the matter. It shows that the respondent was intentionally delaying the procedure of the Authority by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondent has nothing to say in the present matter and accordingly the authority proceeds the case exparte against the respondent.

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.

#### **D. Jurisdiction of the authority**

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **D.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

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) 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.*

10. 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:**

- (i) Direct the respondent to disburse rents as decided in terms of clause 5.4 of the agreement for sale dated 15.11.2024 with accrued interest for the rent in arrears.**
  - (ii) Direct the respondent to obtain the requisite RERA registration.**
  - (iii) Initiate inquiry against M/s Ninaniya Estates Ltd. for executing agreements for sale without obtaining the mandatory RERA registration.**
  - (iv) Impose penalty under Section 60 of RERA Act for noncompliance with Section 4 of the Act.**
11. The complainant in the present complaint has booked a unit in the project of the respondent namely 'Prism Portico situated at sector-89, Gurugram, Haryana. The complainant was allotted a space/unit of 6100 sq. on ground floor and 15000 sq. ft. on first floor. The Agreement For Sale for the said unit was executed between the complainant and respondent on 15.11.2024. The sale consideration of the unit was

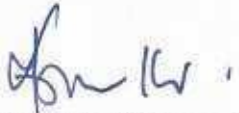
Rs.15,58,20,000/- and the complainant has paid an amount of Rs.15,55,00,000/- to the respondent.

12. The complainant in the present matter is seeking relief w.r.t the disbursement of rent as per clause 5.4 of the agreement for sale dated 15.11.2024 with interest. The relief sought by the complainant pertains to enforcement of a contractual clause relating to payment of rent.
13. The Authority has carefully examined the pleadings of the complainant and the documents placed on record. It is observed that the claim of the complainant is purely based on a contractual arrangement between the parties with respect to payment of rent. The said claim does not fall within the scope of obligations and rights as envisaged under the provisions of the Real Estate (Regulation and Development) Act, 2016.
14. It is a settled position that this Authority, being a statutory body constituted under the aforesaid Act, is empowered to adjudicate matters specifically covered under the Act including delay in possession, refund, interest, compensation and compliance of obligations of promoters and allottees as defined therein. However, disputes pertaining to enforcement of rent clauses being in the nature of purely contractual disputes fall outside the jurisdiction of this Authority.
15. In view of the above, the Authority is of the considered opinion that the present complaint, seeking disbursement of rent under Clause 5.4 of the Agreement is not maintainable before this Authority. The complainant is at liberty to seek appropriate remedy before the

competent court of law/forum having jurisdiction over such contractual disputes.

16. Accordingly, the present complaint stands dismissed as not maintainable.
17. As far as relief w.r.t the RERA registration is concerned, the planning branch of the authority is directed to take necessary action.
18. Complaint as well as applications, if any, stands disposed off accordingly.
19. File be consigned to registry.



  
**(Arun Kumar)**  
**Chairman**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026

**HARERA**  
**GURUGRAM**