



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 748 OF 2025

RWA EDEN GARDEN THROUGH ITS PRESIDENT ...COMPLAINANT
VERSUS

M/s. Manchanda and Manchanda Builders Pvt. Ltd ...RESPONDENT

CORAM: **Parneet S Sachdev** **Chairman**
 Dr. Geeta Rathee Singh **Member**
 Chander Shekhar **Member**

Date of Hearing: 07.05.2026

Hearing: 3rd

Present: Mr. Narender K Sharma, counsel for the complainant, in person.
 Mr. Pawandeep Singh and Mr. Abhishek Arora, counsels for the
 respondent, in person.

ORDER (PARNEET S SACHDEV - CHAIRMAN)

1. Today, the case was fixed for complainant to prove his case by filing written submissions and for respondent to file its written submissions in pursuance of directions issued by this Authority as per its order dated 10.07.2025. As per office record, written submissions dated 09.10.2025 have been filed by the respondent. However, Ld. Counsel for the complainants did not comply with the order dated 10.07.2025 despite having been given ample opportunity.
2. In the case in hand, the complaint no. 748 of 2025 titled as "RWA Eden Gardens, Through Its President Vs. M/S Manchanda And Manchanda

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Builders Pvt Ltd” has been filed by Sh. Kanwar Sain claiming to be Secretary of RWA of Eden Gardens registered society. Through, the present complaint, the complainant has requested this Authority to direct the promoter i.e. the respondent to provide the following facilities and amenities as promised under the Flat Buyer’s Agreement;

1. *“To provide all facilities and amenities as per Flat Buyer's Agreement and Maintenance Agreement to the residents/Flat-owners of the society with in a set time frame and to transfer the total IMS amount to the society because the Interest free maintenance security (IFMS) amount along with interest is lying with the respondent/builder and to provide Operational and fully functionality of all the amenities promised in the Flat Buyer's Agreement Viz club with Gym & other facilities, 24 Hours filtered drinking water supply, Multifunctional Hall, Kids Play Area, Swimming Pool, 24 x 7 security etc.*
2. *To make functional Sewerage Treatment Plant as per promise in the Flat Buyer Agreement, Proper functioning of Sewerage Lines, Proper functioning of Lifts in all towers immediately and to Provide Power Backup to all the residents of the society as per promise fulfilling the requirement of the DG Sets and with timely service of the Gen Sets and as per norms of the administration CNG conversion is required and also to change/separate the electric supply cable for the residents to stop the fluent cuts because the respondent builder had already charged lacks of Rupees from the residents/ owner of flats to supply the electricity uninterrupted as in other societies in the area who have its own separate cables.*
3. *To provide the Security and other facilities like Plumber, Electrician, Housekeeping because the builder is not bothering despite recovery of Advance Maintenance Charges and to maintain firefighting system because there is no fire NOC available with the respondent and also to make the Solar System fully functional as per Flat Buyer's Agreement and to provide the facilities and amenities in EWS Flats because the building of EWS flats is in poor condition and mis-happening may occur at any time and to direct the respondents to return the extra money taken from residents of the society because at the time of handing over the possession of the flats, the respondents had promised the residents of Eden Garden Society that they would provide maintenance free service for 3 years i.e. they would not*



- charge maintenance for 3 years, but they made maintenance free for two years only and they started charging maintenance from the third year itself. Due to this the residents of the society had to face a lot of financial problems or suffered financial loss.*
- 4. To provide the drinking water with standard TDS because the respondent/builder is not providing the proper filtered drinking water to the residents. The TDS of the water is more than two thousand which is dangerous to health. To remove the seepage problem immediate because of poor drainage system and use of low quality material, there is problem of filling water. in the society in rainy season. The respondents had promised to provide RO water but they had got underground boring done and have been supplying drinking water from it by installing a small softener on it. Even after this softener, the TDS of the water remains between 2500 to 3000 which is very harmful for the health of the residents of the society.*
 - 5. To provide the proper Sewerage Treatment Plan (STP) system in Eden Garden Society by the respondent as per the requirement of the residents of the society. There are 314 families living in the society excluding the 56 BPL families. Considering the requirement, the STP system is built very small by the respondent. A new STP system was to be built by the respondents as per the requirement of the residents of the society.*
 - 6. To provide the required number of generators for the residents of the society due to the electricity load is very high and the respondents should be instructed to get the generators converted into CNG soon and a heavy penalty should also be imposed on the respondent for the financial loss and creating pollution.*
 - 7. To provide the proper number of Lifts and its functioning with timely service and to directed the respondent to provide the hot water by making the arrangement of solar system for the residents of the society and also to provide the proper number of lights in the common area of the society and rain water harvesting system in the society must be functional, because many bores are blocked. Rain water in the society goes into the sewerage and there is foul smell in the entire society which is very harmful for health.*
 - 8. To direct the respondent for construction of the entrance gates of blocks B, E and G in the society which have not been constructed yet by the respondent.*
 - 9. To direct the respondent to make the proper firefighting system in the society. Because many such serious accidents have happened in the country which have happened due to incomplete fire equipment. In this society also the fire-fighting system has been completely failed*

10. To direct the respondent immediately to make repair work in whole society alongwith paint and plaster work because the resident of the society are suffering with low quality of construction and poor quality of material in the construction and plaster work alongwith management of rainy water in many areas of the society.
11. To direct the respondent for changing the electric wire system installed in the society which is so poor that the wires laid underground in the park and along the boundary wall are entangled with each other.
12. To Provide covered Car Parking marked with proper number to the flat owners as per Flat Buyer's Agreement because there is a big problem of car parking in the society. Car parking is not provided as per requirement. The respondents had temporarily made a car parking by putting tin for completion which the respondents removed after getting the completion.
13. To direct the respondent to install nets on balcony doors in blocks A, B and C, whereas this was not done in blocks D, E, F and G. They even agreed to do so but they have not done it till now.
14. to direct the respondent, the building should be repaired and painted with immediate effect because the condition of the building is very poor and the condition of the EWS flat has also become very dilapidated and this EWS building can collapse anytime. This building looks like an ugly stain on the society. The respondent may be directed to repair and renovate the building as soon as possible.
15. To provide CCTV Cameras which are neither functioning and nor sufficient due to which any mishappening may happen in the society and its AMC is required to be renewed by the respondents and the Club House and Gym of the society are not being maintained properly by the respondents and to provide the delay possession compensation to the flat owners/residents of the society as per terms and conditions of the Flat Buyer's Agreement.
16. To conduct the Forensic Audit of the accounts of the project may kindly be conducted to ascertain the irregularities committed by the respondent/builder and to handover the total charge of the society alongwith all the documents of the project with site plan, layout plan (Maps, All drawings, original NOC from different departments and other record of common assets of the project) to the society to the complainant society as soon as possible because the residents are suffering due to deficiency of facilities and amenities in the society due to poor electricity supply, non-functioning of lifts and firefighting system, STp and non-supply of standard drinking water which are the basic need of the society residents.

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17. Any other relief/ order/direction may kindly be passed in favor of the complainant in the peculiar facts and circumstances of the present complaint, in the interest of justice."

3. A look at the relief clauses shows that the same do not fall under the scheme of the RERD Act. These facts ab-initio make the complaint unmaintainable. The complainant was given an opportunity vide order dated 10.07.2025 to substantiate how the present complaint was maintainable. Despite the detailed observations and specific timelines fixed by this Authority vide its order dated 10.07.2025, the complainant failed to comply with the said directions. Nevertheless, the matter was again taken up on 04.11.2025. However, till date, even after the lapse of more than 200 days, no written submissions have been filed before this Authority by the complainant to substantiate the maintainability of the complaint or to prove the case.
4. Today again, this Authority posed a specific query to the Id. counsel for the complainant regarding the provisions of the Real Estate (Regulation and Development) Act, 2016 under which the reliefs claimed in the present complaint are maintainable. The Authority further sought clarification as to whether any specific relief, as contemplated under the provisions of the Act, had been claimed in the present proceedings. However, Id. counsel for the complainant failed to point out any



provision under the Act under which the reliefs sought would fall within the jurisdiction of this Authority.

5. In view of above, it is pertinent to note that the complainant's case has to stand on its own legs and the complainant cannot ask his claim to be established on account of the weakness of the promoter's case. Reference is made to *Kedar Nath Kohli vs Sardul Singh*, 2003VIIIAD(DELHI)313, wherein the Hon'ble Delhi High Court upheld the maxim *Actori incumbit onus probandi*, meaning thereby that the burden of proof lies upon the party asserting a claim.
6. This Authority has gone through the contents of the complaint particularly the reliefs claimed therein, the written submissions submitted by the respondent challenging the maintainability of the present complaint. The Authority further takes note of the conduct of the complainant, specifically the non-compliance with the directions issued by this Authority, inasmuch as no written submissions were filed ample despite opportunity of more than 200 days having been granted. Authority has also gone through the reliefs claimed in the complaint and all other submissions on record. Authority further takes note that possession was handed over by the promoter after having followed the legal requirements like getting of Occupancy Certificate dated 29.03.2014 and 14.01.2016, Environmental Clearance, Fire NOC, Pollution Boards consent, Completion certificate dated 08.05.2017 etc. Therefore, when



the possession was given to various allottees, starting 2014, the habitat was duly certified as being fit for occupation. Now after so many years, i.e., beyond the time stated in Section 14 of the Act, the complainant is seeking directions from this Authority to the promoter, to provide certain facilities. It is also noted that most of these reliefs fall within the purview of the concerned departments, i.e., Town & Country Planning Department, Electricity Department etc. Some reliefs also pertain to individual allottees and are beyond the scope of the association to claim.

7. Before proceeding further, it is apt to refer to relevant provisions of Section 31 of the Act, 2016, which speaks about the filing of the complaints before the Regulatory Authority or Adjudicating Officer and also the relevant provisions which speaks about obligations of the promoter and rights and duties of the allottee.

“Section 31- Filing of complaints with the Authority or the adjudicating officer.—(1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be. Explanation.—For the purpose of this sub-section “person” shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.

(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be 1 [prescribed].”

A bare perusal of the Section 31 of the Act, 2016, indicates that any aggrieved person which includes an allottee, associations of allottee as defined in Rule 2(1)(c) or any voluntary



registered consumer association, may approach the Regulatory Authority by filing a complaint. The important point to be noted is that the complaint must state therein violations or contraventions of the provisions of the Act, 2016. There could be a person who is aggrieved by some conduct of the promoter etc. Even if the grievance is genuine, for the Authority to entertain such a complaint, the grievance must lie within the confines of the RERD Act. Aforementioned section states that such complaint could be filed by an allottee against a promoter or by a promoter against an allottee. Even, the complaint may be filed against an estate agent. The perusal of this Section further makes it clear that the complaint in case of a promoter has to be related to the obligations or violations as described in the Act, 2016. In other words, the Regulatory Authority cannot entertain any complaint against a promoter relating to a subject(s) which are not part of its "jurisdiction" to deal with.

The term "Jurisdiction" has been discussed by Hon'ble Delhi High Court in *S. Joginder Singh vs Nirmal Naini Mehra And Ors. AIR1986DELHI305 decided on dated, 3 September, 1985*. The relevant para numbers 13 to 15 of that order are reproduced below for ready reference;

"13. As defined by Saunders in Words and Phrases, Second Edition, "By jurisdiction is meant the authority which a court has to decide matters that are litigated before it or to take cognisance of matters presented in a formal way for its decision. The limits of this authority are imposed by the



statute, charter or commission under which the court is constituted and may be extended or restricted by the like means". According to Stroud's Judicial Dictionary Fourth Edition "Jurisdiction" of a validly constituted court connotes the limits which are imposed upon its power to hear and determine issues between persons seeking to avail themselves of its process by reference (1) to the subject-matter of the issue or (2) to the persons between whom the issue is joined or (3) to the kind of relief sought, or to any combination of these factors."

14. Thus "jurisdiction" is the power and authority conferred by law upon a court, judge or tribunal to decide the disputes and make judgments/orders authorised by law.

15. There are in general three jurisdictional elements in every valid judgment, namely, jurisdiction of the subject matter, jurisdiction of the person and the power or authority to render the particular judgment. Absence of any of these jurisdictional elements would render the judgment void and a mere nullity. Such an order would be open to attack or impeachment in collateral proceedings including execution proceedings."

The above-described definition of "jurisdiction" indicates that the Court/ Authority must have the statutory mandate to take cognizance of the matter only when such matter is presented before it in accordance with the procedure laid. If a Court or the party bypasses any statutory procedure to grant or to get, as the case may be, the relief, such an order would be open to attack or impeachment in collateral proceedings including execution. It is apt to observe here that there can be no waiver of a statutory requirement which is imposed in public interest. It means that any order passed by judicial or quasi-judicial Authority beyond its jurisdiction is a nullity. In other words, any such Authority should dismiss a claim made *in limini*, if the subject matter is beyond its



inherent jurisdiction, on the ground of non- maintainability of the petition/ complaint.

8. The fate of an order passed “without jurisdiction” by a Court or quasi-judicial Forum has been settled by Hon’ble apex Court in *Sunder Dass v/s Ram Prakash 1977 SCC (2) 662, decided on dated, 24th February 1977*, in the following manner;

“Now, the law is well settled that an executing court cannot go behind the decree nor can it question its legality or correctness. But there is one exception to this general rule and that is that where the decree sought to be executed is a nullity for lack of inherent jurisdiction in the court passing it, its invalidity can be set up in an execution proceeding. Where there is lack of inherent jurisdiction, it goes to the root of the competence of the court to try the case and a decree which is a nullity is void and can be declared to be void by any court in which it is presented. Its nullity can be set up whenever and whenever it is sought to be enforced or relied upon and even at the stage of execution or even in collateral proceedings. The executing court can, therefore, entertain an objection that the decree is a nullity and can refuse to execute the decree. By doing so, the executing court would not incur the reproach that it is going behind the decree, because the decree being null and void, there would really be no decree at all”.

On similar lines, Hon’ble Delhi High Court in *S. Joginder Singh (supra)* has held at its para number 38, in the following manner;

“An order without jurisdiction or a void order is no order at all. It confers no right on the person in whose favor it presses to be. it in no way binds the person against Whom it is made. Such an order would be treated as a nullity whenever and wherever and for whatever purpose it is sought to be used or relied on as a valid order. Such an order was incapable of execution.”

Similar are the findings in other cases like *Kiran Singh and Ors vs Chaman Paswan and ors, 1954 AIR 340, decided on dated, 14th April*

1954, Seth Hiralal Patni Vs. Sri Kali Nath, 1962 SCR (2) 747, decided on dated, 4th May, 1961.

9. Having above discussed the law, which concludes that no judicial or quasi-judicial Authority can decide upon a subject matter that does not fall in its inherent jurisdiction, this Authority will examine what kind of subject matters, it can legally deal with on its quasi-judicial side?

“Section 12. Obligations of promoter regarding veracity of the advertisement or prospectus.—Where any person makes an advance or a deposit on the basis of the information contained in the notice, advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act: Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.”

This section imposes an obligation on the promoter regarding veracity of the advertisement or the prospectus and if on the grounds mentioned in this Section, the promoter is found at fault with by the Authority, the allottee can withdraw from the project and will be entitled to get his entire investment returned along with interest and also the compensation. *Clearly this section does not cover the reliefs of the complainant as it does not speak of any relief under Section 31 of the Act,*



2016 to an allottee who had elected to continue with the project and got the possession.

“Section 13. No deposit or advance to be taken by promoter without first entering into agreement for sale.—(1) A promoter shall not accept a sum more than ten per cent. of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force. (2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot, or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.”

Bare reading of this section reveals that it also does not cater to any relief for an allottee who has got the possession.

“Section 14. Adherence to sanctioned plans and project specifications by the promoter.—

(1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.

(2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make—

(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be,



which are agreed to be taken, without the previous consent of that person:

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

Explanation.—For the purpose of this clause, “minor additions or alterations” excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

Explanation.—For the purpose of this clause, 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, etc., 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.

*(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter **within a period of five years by the allottee from the date of handing over possession**, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”*

A perusal of Section 14 of the Act, 2016 makes it clear that the allottee may approach the promoter for rectification of structural defects or the defects mentioned in Section 14, ***within the stipulated time***

of five years from the date of handing over the possession and the promoter is duty bound to rectify such defects without further charge within 30 days and if fails, it would entitle the allottee to receive appropriate compensation from the promoter. In other words, this section does not authorize the Regulatory Authority to pass directions of rectification of structural defects etc. particularly when the promoter had got all the required approvals from the concerned departments stating therein that the unit is fit to habitation as per the sanctioned plan. In this case, the completion certificate was obtained in the year 2017 and the individual allottees had started getting possession of their units from 2014 onwards, i.e., once the Occupation certificate was obtained. The complaint was filed in 2025, i.e., much beyond the statutory 5 years.

Clearly, the complainant is not entitled to file this complaint under section 14. Moreover, an association of allottees can file complaint only only in relation to common areas and common facilities of the project, and not with regard to individual units. The complaint's grievances are clearly not covered by this section.

"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.”

A simple reading reveals that the complainant’s case does not fall within the purview of this section.

“Section 16. Obligations of promoter regarding insurance of real estate project.—*(1) The promoter shall obtain all such insurances as may be notified by the appropriate Government, including but not limited to insurance in respect of — (i) title of the land and building as a part of the real estate project; and (ii) construction of the real estate project.*

(2) The promoter shall be liable to pay the premium and charges in respect of the insurance specified in sub-section (1) and shall pay the same before transferring the insurance to the association of the allottees.

(3) The insurance as specified under sub-section (1) shall stand transferred to the benefit of the allottee or the association of allottees, as the case may be, at the time of promoter entering into an agreement for sale with the allottee.

(4) On formation of the association of the allottees, all documents relating to the insurance specified under sub-section (1) shall be handed over to the association of the allottees.”

A simple reading of this section reveals that the complainant's case does not fall within the purview of this section.

“Section 17. Transfer of title.— (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment or building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the [completion] certificate.”

Once again, a simple reading of the aforementioned section reveals that the complainant's case does not fall within the purview of this section.

“Section 18- Return of amount and compensation.—

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or



(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force. (3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

A perusal of this section also reveals that nothing in this section pertains to any relief asked for by the complainant. As far as the request of the complainant to give delayed possession compensation is concerned, the same also cannot be entertained by this Regulatory Authority in the present proceedings, as such a claim is required to be raised by the individual allottee concerned through an independent complaint, supported by specific pleadings pertaining to the alleged delay in handing over of possession.

“Section 19. Rights and duties of allottees.—

(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by



the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.

(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.

(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (l) of sub-section (2) of section 4.

(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.

(5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the promoter.

(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.

(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).

(8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee.

(9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.

(10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the




occupancy certificate issued for the said apartment, plot or building, as the case may be.

(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act."

10. Section 19 of the Act, 2016, has no application in the case in hand because it pertains to rights and duties of the allottee. Based on all facts and legal position, Authority is of the view that the reliefs asked for cannot be considered and allowed by this Regulatory Authority.

In view of the aforesaid observation, Authority observes that the complaint is not maintainable before the Authority. Accordingly, present complaint stands **dismissed**.

File be consigned to record room after uploading of this order on the website.


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CHANDER SHEKHAR
[MEMBER]


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DR. GEETA RATHEE SINGH
[MEMBER]


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PARNEET S SACHDEV
[CHAIRMAN]