

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

**Complaint no. :** 4677 of 2024  
**First date of hearing:** 07.01.2025  
**Date of decision :** 27.01.2026

**Association of Thirty Allottees namely Krishan  
Sangwan and Others**

**Address:** - Villa no. 004, E Block Sobha  
International City, Sector-109, Gurugram-122017

**Complainants**

Versus

**1. M/s Sobha Limited**

Office: 5<sup>th</sup> Floor, Rider House, Plot no. 136P,  
Sector-44, Gurugram-122003

**2. M/s Chintels India Limited**

Office: Chintels Corporate Park, Sector-114,  
Gurugram-122017.

**Respondents**

**CORAM:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Sh. Dhruv Lamba Advocate  
Sh. MK Dang Advocate

**Counsel for Complainant  
Counsel for Respondent**

**ORDER**

1. The present complaint dated **20.09.2024** has been filed by the complainants/allottees 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 complainants, 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	International City, 106,108 and 109, Gurugram, Haryana			
2.	Nature of project	Residential Plotted Colony			
3.	Name of the promoter	M/s Sobha Ltd. & M/s Chintels India Ltd			
4.	Total area of the project	166.385 acres			
5.	DTCP license no.	Area	149.093 acres	3.917 acres	13.38 acres
		DTCP License no.	190 of 2008	58 of 2013	79 of 2014
		Validity	21.11.2025	12.07.2024	06.08.2019
		License holders:	Chintels export Pvt. Ltd. & Ors.	Chintels India Ltd. & Ors.	Chintels India Ltd. & Ors.
6.	Registered/not registered	Not Registered			
7.	Completion certificate (as per DTCP, Haryana website)	07.06.2023 (w.r.t. 18.585 acres) 07.11.2025 (w.r.t. 1.706 acres out of 3.947 acres)			

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint:
- i. That Mr. Krishan Sangwan and Ors. (hereinafter referred to as 'Complainants/ Allottees') are all law-abiding citizens and consumers

who have been cheated by the malpractices adopted by the respondents and are stated to be a builder/ promoter.

- ii. That M/s Sobha Ltd. (hereinafter referred to as the "Respondent no. 1") is a company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sobha, Sarjapur-Marathahalli Outer Ring Road (ORR) Devarabisanahalli, Bellandur Post, Bangalore KA 560103 and having regional office at Fifth Floor, Rider House, Plot no. 136P, Sector 44, Gurgaon, Haryana 122003.
- iii. That M/s Chintels India Ltd. (hereinafter referred to as the "Respondent no. 2") is a company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Chintels Corporate Park, Sector-114, Gurugram 122017.
- iv. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the complainants fall under the category of "Allottee(s)" and have all the rights and obligations under the Act.
- v. That as per Sec 2(zk) of the Real Estate (Regulation and Development) Act, 2016, the respondents fall under the category of "Promoter(s)" and are bound by the duties and obligations mentioned in the said Act.
- vi. That the office of the Director, Town & Country Planning, Chandigarh, Government of Haryana (hereinafter referred to as the "DTCP, Haryana") had granted licenses bearing no. 190 of 2008 dated 22.11.2008, 58 of 2013 dated 13.07.2013 and 79 of 2014 dated 07.08.2014 in respect of land admeasuring 149.093 acres, 3.917 acres and 13.38 acres respectively for setting up of residential project namely "International City" (hereinafter referred to as the "Project"). Subsequently, the zonal plan, lay out plan and the demarcation plan for the project land to develop the said residential colony were also sanctioned by the



Directorate of Town and Country Planning Department, Haryana. Pursuant thereto, M/s Sobha Ltd. has entered into some arrangements with one M/s QVC Realty Co. Ltd. and M/s Chintels India Ltd. to develop and construct the township by the name of "International City".

- vii. That at the outset it is pertinent to mention here that M/s Sobha Ltd. failed to disclose the nature of aforesaid arrangement for development and construction of the subject project to the allottees prior to the issuance of allotment and even at the time of execution of the builder buyer's agreement. Needless to mention here that promoters have not taken the necessary steps for getting the permission from the Directorate of Town and Country Planning Department, Haryana for the "Change of Developer" as per the policy issued "*POLICY PARAMETERS FOR ALLOWING CHANGE IN BENEFICIAL INTEREST, VIZ., CHANGE IN DEVELOPER; ASSIGNMENT OF JOINT DEVELOPMENT RIGHTS AND/OR MARKETING RIGHTS ETC. IN A LICENCE GRANTED UNDER ACT NO 8 OF 1975*" vide memo no. PF-51A/2015/2708 dated 18.02.2015. Thus, the promoters are in clear cut violation of the Haryana Development & Regulation of Urban Areas Act, 1975 and the rules made thereunder.
- viii. That in pursuance of the aforementioned licenses, the respondents issued an advertisement w.r.t launching of a residential township namely "**International City**" situated at Sector 106, 108 and 109 Gurgaon and thereby invited applications from prospective buyers for the purchase of units in the said project. The respondents-promoters herein have represented to the complainants that M/s Sobha Ltd. is entitled and authorised to develop the subject project land.
- ix. That after representing through brochures, about the facilities to be provided and assurances made by the respondents, the respondents

promoters managed to impress the complainants, who then decided to invest their hard-earned money in purchasing a unit in the subject project. Accordingly, relying on the assurances and promises of the respondent-promoters, the complainants-allottees made an application for provisional allotment of a Unit in the said residential project. Subsequently, the respondent-promoters and the complainants-allottees have entered into unit buyer's agreement executed on different dates in due course of time in respect of residential units having different saleable built-up area in the said project. It may be noted that the agreements were offered belatedly for signatures after several months from the date when initial booking amounts were made by the allottees and contained numerous one-sided provisions.

- x. That vide clause iv, completion and possession of the unit buyer's agreement, M/s Sobha Ltd. was liable to complete construction and development of the unit on or before 48 months from the date of signing of the buyer's agreement.
- xi. That part completion certificate for land admeasuring 74.84 acres out of 149.0938 acres was granted by the Directorate of Town and Country Planning Department, Haryana in favour of M/s Chintels Export Pvt. Ltd. vide memo no. LC-1439-II-JE(VA) /2014/24296 on 17.10.2014. Thereafter, w.r.t land admeasuring 13.375 acres + 5.21 acres= 18.585 acres, the part was granted by the Directorate of Town and Country Planning Department, Haryana in favour of M/s Chintels India Ltd. vide memo no. LC-1439-B-PA(VA)-2023/17787 on 07.06.2023. However, the said residential township is for land measuring 166.385 acres.
- xii. That the proviso to section 3(1) of the Real Estate (Regulation and Development) Act, 2016 provides that the projects that are ongoing on

the date of commencement of this Act and for which completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act. This Act came into force in its entirety on 01.05.2017. Accordingly, for the ongoing projects registration was to be applied by the promoter by 31.07.2017.

- xiii. That proviso to section 3(1) of the Act requires that the projects which fulfil following two conditions are required to be registered within a period of three months from the date of commencement of this Act. The commencement date of the Real Estate (Regulation and Development) Act, 2016 is 01.05.2017. Accordingly, by 31.07.2017 the projects covered in this proviso have to register with the authority.
- xiv. That for the issuance of the completion certificate material date is 01.05.2017 i.e. the date of commencement of the Real Estate (Regulation and Development) Act, 2016. Accordingly, all those projects where completion certificate has not been issued on the date of commencement of this Act are necessarily to be registered with the authority within a period of three months. It is a matter of fact that M/s Sobha Ltd. and M/s Chintels India Ltd. were not in receipt of the completion certificate on the date of coming into force of the Act of 2016 and also, it is matter of record that they have neither applied for the registration of the project within the given time frame despite the project being registrable as per proviso to section 3(1) of the Real Estate (Regulation and Development) Act, 2016 and is not saved/ exempted under section 3(2)(b) of the Act of 2016. Therefore, it becomes crystal clear that the project namely "International City" is registrable as per proviso to section 3 of the Real Estate (Regulation and Development) Act, 2016. It is pertinent to

mention over here that the above-mentioned project is not registered with the authority; even no application for registration has been made till date by the errant promoters. Accordingly, it is a clear-cut violation of proviso to section 3(1) of the Act of 2016 and the same is punishable under section 59(1) of the Real Estate (Regulation and Development) Act, 2016.

- xv. That it is submitted that after obtaining the part completion certificate, the possession was offered to the complainant allottees however, the respondents-promoters were under legal obligation to create an association in a fair and equitable manner and further to assist the association in all measures and handover the common areas to them. This duty and obligation of the respondent-promoters is enshrined under section 11(4)(e) of the Act. However, the respondents-promoters have failed in its obligation to enable formation of association of allottees.
- xvi. That it is pertinent to mention here that upon taking possession of the subject units by the complainants-allottees, they came to know about various deficiencies existing in the project. In order to deal with the situation, the buyers in the project formed an association and approached the promoter to remedy the situation who, however, failed to act and address the allottee's grievances.
- xvii. The allottees of the project have been suffering continuously for over a long period of time owing to the acts and omissions of the respondents. There have been numerous defaults and violations of the laws, rules and regulations on the part of the respondents.
- xviii. That the respondents vide its brochure has represented to the complainants that the subject project is a gated society and will have 24X7 security. Unfortunately, the reality has been starkly different. After



taking possession of phase 2 of the subject project, the complainants came to know that revenue rasta is passing through the centre of the project. As per the lay out-plan disclosed in the brochure, the revenue rasta is depicted as a green patch, which in turn clearly shows that the respondents have wilfully and intentionally concealed the same and have kept the allottees in dark from the very inception which amounts to misrepresentation. The respondents have cheated the complainant allottees by not disclosing that the revenue rasta is passing through the project. The purpose of the gated society is defeated from the passing of revenue rasta as the said project is exposed to the anybody and everybody. Based on the assurance of the respondents that there will be 24X7 security and gated society, the complainants had booked flat in the project of the respondents believing that our dependents will be safe in the society but due to the above said act on behalf of the respondents, the complainants are going through extreme mental trauma and their families feel unsafe.

- xix. That it is submitted and stated that as per the lay out plan annexed with brochure, the respondent-promoters have represented the 'Revenue Rasta' as green patch.
- xx. That it is very apparent from the aforesaid lay out plan that the respondent-promoters have with the intention to mislead the allottees have demarcated the revenue rasta as green patch. Had the intention of the respondents-promoters were bona fide, they should have disclosed and demarcated the same as revenue rasta like they have demarcated other roads. The complainants-allottees have spent a lot of money for availing the residence of their dream and accordingly, seeing the brochure of the project, the allottees have purchased a unit in the said

project but the respondents-promoters have mislead and misrepresented the allottees and are thus, in violation of section 12 of the Act. It is most humbly prayed from the authority that the respondents shall be penalised for the wilful disobedience of the Act and the complainant allottees shall be given liberty to file a fresh matter individually as regards to compensation before Adjudicating Officer.

- xxi. That the water seepage is widespread across the project including in the villas and the basements, which can be attributed to poor design and construction quality. Due to the extensive seepage, there has been structural damage in many areas where rebars have corroded, and chunks of plaster have come off. Due to ingress of water from outside and faulty plumbing, there is seepage in the villas which has caused lot of damage and loss to the owners' property.
- xxii. That it is pertinent to mention here that last year, water had seeped into more than 30 villas in Block E of the project. After, the abovementioned incident, the complainants had a meeting with the officials of M/s Sobha Ltd. and for redressal of the said grievance, they immediately borewells to bring down the underground water levels. However, no permanent redressal was done by the respondents. Moreover, in a meeting held on 08.08.2023, the representative of M/s Sobha Ltd. had acknowledged and accepted that they had not done water proofing/ box type construction of the basements as it should have been done. Despite repeated requests by the complainants highlighting these deficiencies, the respondents has not permanently fixed any of the highlighted seepage problems, which is causing significant loss to the residents as well weakening the structural strength of the buildings. This could potentially lead to fatal incidents. In view of the facts submitted above, it is most humbly prayed from the

authority to kindly direct the respondent to resolve the above-mentioned grievance of the allottees.

- xxiii. That the promoter is obligated to develop and construct the project in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.
- xxiv. That the respondents-promoters have not developed the project in accordance with the sanctioned plans. As per the master plan annexed with the brochure, it was represented by the promoters that there will be **153 villas** in phase 2 of the project. However, the respondents-promoters have now constructed around **180 villas** without taking consent of the existing allottees which is in violation of section 14(2) of the Act. It is submitted that such increase in the Villas added to the density of population living in the project, which led to sharing of common areas & facilities by more number of occupants and the same was never contemplated by the allottees. Said changes were not driven because of any compulsion but were made solely for commercial gains and to extract maximum profit out of the above project.
- xxv. That it is also pertinent to mention here that the respondents-promoters have put banner at club reception which shows that M/s Sobha Ltd. is coming up with multiple builder floors on some of the vacant plots in phase 1 and phase 2 of the project. However, as per the approved master plan, the respondents-promoters are obligated to develop and construct villa and duplex-villas. Thus, the respondents-promoters are not adhering to the sanctioned plans as approved by the competent authority.
- xxvi. That it is also evident that there is a contradiction in the sanctioned layout plans and the advertisement of the project. Hence, the respondents

by way of such misrepresentation have indulged in unfair trade practice. Thus, a prima facie case is made out against the respondents-promoters for violating the provisions of section 14 of the Act as there is no evidence on record regarding the respondent having obtained the consent of the allottees before affecting change in approved layout plans.

- xxvii. That the total consideration of the unit as agreed between the parties is mentioned in the unit buyer's agreement and the promoter cannot raise any charges beyond the consideration agreed between the parties. Once possession of the unit is handed over to the allottees after the receipt of completion certificate from the competent authority, the promoter can charge maintenance charges from the allottees for providing and maintaining the essential services in the project.
- xxviii. That maintenance charges essentially encompass all the basic infrastructure and amenities like parks, elevators, emergency exits, fire and safety, parking facilities, common areas, and centrally controlled services like electricity and water among others. Initially, the upkeep of these facilities is the responsibility of the builder who collects the maintenance fee from the residents. Once a resident's association takes shape, this duty falls upon them, and they are allowed to change or introduce new rules for consistently improving maintenance. In the absence of an association or a society, the builder continues to be in charge of maintenance.
- xxix. That it is submitted and stated that the respondents-promoters have recently started billing 'Retrofitting of Gensets' under the CAM charges. That the respondents-promoters are arbitrarily and unilaterally demanding Retrofit Emission Control Device Charges (RDCCD Charges) from the allottees which is against the law. The retrofitting process is the

most effective way to remove harmful emissions from the exhaust gas of a diesel engine. It is matter of fact and record that the respondents-promoters have not handed over the maintenance of the project to the association of the allottees rather, they have failed to take steps for formation of association of allottees. The government has made certain norms regulating the operations of diesel generators in NCR region as well as across the country and it is obligation of the promoter to comply with the said guidelines and norms till the handover of maintenance to the association of the allottees. In the present case, the respondents-promoters have not handed over the maintenance to the allottees, thus, any liability to pay such charges also lies with the respondent. Hence, charges to pay any retrofitting of gensets as per the prevailing norms is liability of the respondents and they should not be allowed to pass on this burden to the allottees.

- xxx. That despite several requests from the present complainants to the Respondents and its employees and even after approaching them by personally visiting to the office of the respondents several times, the Respondents have failed mercilessly in fulfilling their contractual and lawful obligations.
- xxxi. That the actions of the respondents have been unprofessional and callous. The respondents have adopted a completely non-cooperative attitude towards the allottees, and the grievances faced by them for several years. The Respondents-promoters have failed to appreciate any of the requests, instructions, and grievances of the Complainants. Owing to the non-appreciation of the prevailing issues in the project by the respondents, severe hardships to the residents in day-to-day activity and damages to the property have been caused.

- xxxii. That due to the malafide intentions of the respondents and various deficiencies as mentioned above, the complainants-allottees have accrued huge losses. The complainants-allottees have spent a lot of money for availing the residence of their dream and accordingly, seeing the brochure of the project and on being assured of the special characteristics of the project on account of various facilities provided by the promoters at the project, the allottees have availed a unit for leading a comfortable life but on account of latches and breaches on part of the respondents-promoters, the allottees of the project have been constrained to prefer the present complaint collectively through their association for enforcement of obligations of promoters and redressal of their grievances before this learned authority. Without prejudice to the above, the complainants reserves the right to file a complaint before the Adjudicating Office for compensation.
- xxxiii. That the complainants-allottees being aggrieved person is filing the present complaint under section 31 with the authority for the violation/contravention of various provisions of the Act of 2016 and Rules of 2017 since the respondents have failed to fulfil its obligations as contained in section 11, 12, 14 of the Act of 2016 and as elaborated hereinabove.
- C. Relief sought by the complainants:**
4. The complainants have sought following relief(s).
- I. Direct the respondent to make available and provide the copy of all the sanctioned plans, layout plans along with specifications and all the agreements executed inter se promoters.
  - II. Direct the respondents to register the subject project with the authority.

- III. To penalise the errant respondents as per section 59 and 61 of the Act of 2016 for wilful violation of section 3 and 14 of the Act of 2016.
  - IV. To penalise the errant respondents for wilful violation of section 12 of the Act of 2016 by misrepresenting the allottees and for not fulfilling its obligation regarding veracity of advertisement or prospectus.
  - V. Direct the respondent to address the grievance of allottees regarding seepage of water with immediate effect.
  - VI. To not charge RECD charges under the head of CAM.
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.

**D. Reply by the respondents**

6. The respondent no. 1 has contested the complaint on the following grounds.
- a. That the present complaint was filed is not at all maintainable or tenable and is completely barred by law in all respects at the outset. The complaint has been filed by the imaginary association of 30 allottees although no such association has ever been formed and registered under the applicable law and also no proof of the existence of this alleged association/complainant is annexed with the complaint.
  - b. That the so-called association of 30 allottees ("**AOA**") that has preferred the present complaint does not come under the definition of a "**Person**" under the Haryana Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Haryana Real Estate (Regulation and Development) Rules, 2017 ("**Rules**") and its subsequent amendments.
  - c. That the present complaint is wholly baseless, false, frivolous and untenable. The present complaint is filed by the allottees of 30 different units in the project namely 'International City' at the boundaries of 106, 108 and 109, Gurugram and the same is clearly barred by law. The complainants in the present complaint have attempted to assert

individual rights of the allottees with respect to the individual builder buyer agreements through a single complaint. Hence, the present complaint is not maintainable at all.

- d. That the present complaint is barred by res-judicata. It is submitted that two of the allottees/residents in the present complaint namely Mrs. Shweta Nagi having (Unit No. E-009A) in the International City Project and Mrs. Mumal Singh having (Unit No- E-036A) had already filed a separate complaint bearing no. 2600 of 2021 titled 'Shweta Nagi & Anr. Vs M/s Sobha Developers Limited' & Mumal Singh Vs M/s Sobha Developers Ltd bearing complaint no. 4684 of 2023 before this authority and the same have already been decided vide orders dated 16.09.2021 and 22.05.2025 respectively. The complainants cannot be allowed to prosecute parallel proceedings as is being sought to be done by the complainants.
- e. That the present complaint does not come within the purview of the RERA Act, 2016 and the rules framed thereunder and thus within the jurisdiction of authority to try and decide the present complaint as the project/phase in question got the part completion certificate on 17.10.2014 i.e. much prior to date when provisions of the Act and Rules became came into effect. It is also pertinent to mention herein that as per the provisions of the **Rule 2(o)(ii)** of the Haryana Real Estate (Regulation and Development) Rules, 2017, the present project being unregistered and having received part completion certificate, does not come under the scope and ambit of an *on-going* project and is not required to be registered with the Haryana RERA and the authority.
- f. That in the present case, respondent no. 1 had already obtained the part completion certificate for the said project on 17.10.2014 and the present

case is squarely covered under the first exception provided under Rule 2(o)(ii) and also under the second exception and therefore this authority has no jurisdiction, whatsoever, to entertain the present complaint and the present complaint is liable to be rejected. Moreover, it is extremely pertinent to mention here the fact that this authority has already dealt with the issue of non-registration of the present project namely "International City" in the *suo moto* complaint no. 2477 of 2024 whereby the authority was pleased to hold that the project in question had received the part completion much prior to the enactment of the RERA Act, 2016 and is not covered under the rule 2(o) of the ongoing projects in the Haryana RERA Rules.

- g. That without prejudice to the above, the above stated position is further substantiated by Rule 4(5) of the HRERA Rules, 2017 which clearly states that any project for which an application for occupation certificate, part thereof or completion certificate or part-completion certificate is made to the competent authority on or before the publication of the said Rules i.e. 28.07.2017, is outside the purview of the authority, unless the said application is refused by the competent authority and it is only then that the project is required to be registered within 30 days of the receipt of such refusal. In the instant case the application of the respondent no.1 regarding part completion was accepted and approved on 17.10.2014 by the concerned authority prior to publication of HRERA Rules in 2017.
- h. That the complaint is not maintainable for the reason that the agreements of the respective complainants contain an arbitration clause which refers to the settlement of disputes to be adopted by the parties in the event of any dispute i.e. **Clause 'XII (1)'** of the unit buyer's agreements which is reproduced for the ready reference of the authority:

*"Any kind of dispute arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, falling which in terms of the provisions of the Arbitration and Conciliation Act, 1996 including any statutory modification/amendment thereof by a sole arbitrator to be appointed by the Seller as the Seller shall think fit."*

- i. That the present complaint is wholly misconceived and aimed at harassing, pressurizing and blackmailing respondent no. 1. The office bearers of the complainant are nursing personal grudge against the answering respondent for extraneous and ulterior reasons, and they want to arm twist the answering respondent with *mala fide* motives by making false and untenable allegations. The individual allottees had earlier filed several complaints before the authority as well as before the Adjudicating Officer and the many of the same have already been decided. The pleas and grounds now raised in the present complaint were available to such allottees and the answering respondent no. 1 cannot be vexed on the same issues again and again. The members and office bearers of the complainant have been threatening the answering respondent that if their illegal demands are not met, they would involve the answering respondent in multifarious litigation. Many of the points raised in the present complaint are beyond the jurisdiction of the authority.
- j. That respondent no. 1 is a reputed real estate developer having immense goodwill, comprised of law abiding and peace-loving person and has always believed in providing best services to its customers. In the last five years the respondent no. 1 has been awarded with numerous awards rating it as one of the top developers of the country that is a paragon to follow for other developers.

- k. That the project 'International City' is being developed in phases by respondent no.1 jointly with respondent no. 2 (Landowners) & QVC Realty Company Limited. The total land area of the project is approximately 166 acres. The project is a plotted development on which Villas, Row houses and Duplex Villas have been constructed and the same were allocated on the basis of the allocation agreed among the respondents and QVC Realty Company Limited.
- l. That subsequent to the grant of the licenses by the Director Town & Country Planning, Haryana, the respondents planned the development of the project in phases and as such only developed Phase 1 & 2 of the project on land admeasuring 74.84 Acres forming part of the license no. 190 of 2008 till date. Thereafter, respondent no. 1 completed the development work on the said land and obtained the part completion certificate vide letter dated 17.10.2014 from the Director Town & Country Planning, Chandigarh.
- m. That the development work of the part/phase of the project where the units of the members of the complainant association located was completed in the year 2014 and the Director of Town and Country Planning, Haryana (DTCP) was pleased to grant the certificate of part completion to the said part measuring 74.84 acres dated 17.10.2014 vide memo no. LC-1439-II-JE (VA)/2014/2496.
- n. That the majority of the members of the imaginary complainant association have taken possession of their Unit and got their conveyance deed executed long time back. Moreover, it is a settled law that as per provisions of RERA Act, 2016, the promoter/respondent no. 1 is responsible only till the conveyance of the apartment or plots as the case may be to the allottees or the common areas to the association of the

allottees. Respondent no. 1 cannot be held accountable or liable for any alleged acts stated to have been committed by it and wrongly alleged by the complainant in the present complaint. Hence the present complaint is barred by limitation.

o. That the project is complete. More than 400 families are living peacefully and enjoying the amenities as promised by the respondent no. 1 in the builder/unit buyer's agreement. The said complainant has been filed by few of the residents of the project with *mala fide* motives by distorting the true and correct facts in order to unnecessarily harass, pressurize and blackmail respondent no. 1 to succumb to their unreasonable and untenable demands. The complaint is a gross abuse of the process of law and the regulatory machinery and is liable to be dismissed outrightly with heavy costs.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

9. 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.

### **E.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 complainants at a later stage.

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

**F.I Direct the respondent to make available and provide the copy of all the sanctioned plans, layout plans along with specifications and all the agreements executed inter se promoters.**

12. As per section 19(1) of the Act, the allottee is 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. As well as the promoter is also obligated to provide sanctioned plans, layout plans, along with specifications, approved by the competent authority to the

allottees at the time of booking and issue of allotment itself as per section 11(3) of the Act. Further, as per section 11(4)(b), the respondent is responsible to complete the project and obtain completion certificate or Occupation Certificate, or both as applicable, from the competent authority and make it available to the allottee individually or to the association of allottees, as the case may be.

13. Thus, in view of the aforesaid statutory provisions, the respondent is directed to handover necessary documents including sanctioned plans, layout plans along with specifications, etc. to the allottees or association of the allottees within 30 days from the date of order.

**F.II Direct the respondents to register the subject project with the authority.**

**F.III To penalise the errant respondents as per section 59 and 61 of the Act of 2016 for wilful violation of section 3 and 14 of the Act of 2016.**

14. The aforesaid issues are hereby referred to the Planning Branch of the Authority for detailed examination, verification of records, and comprehensive consideration in light of the applicable provisions of the Act, 2016 and the rules and regulations framed thereunder. The Planning Branch is directed to scrutinize all relevant facts, documents, approvals, etc. and thereafter take appropriate action, including initiation of necessary proceedings, if so warranted, in accordance with law.

**F.IV To penalise the errant respondents for wilful violation of section 12 of the Act of 2016 by misrepresenting the allottees and for not fulfilling its obligation regarding veracity of advertisement or prospectus.**

15. At the outset, the Authority observes that the present issue pertains to the alleged misrepresentation by the respondent-promoters in advertisements or prospectus and the consequent violation of Section 12 of the Act, 2016. The determination of such allegations necessarily involves an examination of the specific representations made to individual allottees, the documents

relied upon by them at the time of booking, and the extent to which such representations influenced their decision to invest in the project. These aspects may vary from allottee to allottee depending upon the facts, communications, and material placed on record in each case.

16. The Authority further notes that the question as to whether there has been any wilful violation of Section 12 of the Act, and the consequential liability for refund or compensation, would require detailed scrutiny of individual agreements, advertisements, correspondences, and documents demonstrating reliance and resultant loss, if any. Such an exercise cannot be undertaken in a generalized manner in the present proceedings.
17. In view of the above, the Authority is of the considered opinion that the issue raised herein is not amenable to collective adjudication in these proceedings. Accordingly, it is held that any aggrieved allottee shall be at liberty to file an individual complaint before the appropriate forum, along with all relevant documents, for adjudication of their specific grievance, in accordance with law.

**F.V Direct the respondent to address the grievance of allottees regarding seepage of water with immediate effect.**

18. The Authority observes that as per Section 14(3) of the Act, 2016, it is the obligation of the promoter to rectify any structural defects or defects in workmanship, quality, or provision of services that are brought to their notice by the allottee within five years from the date of possession. These defects must be rectified within 30 days of such notice, and at no additional cost to the allottee. In case the promoter fails to rectify these defects within the stipulated period, the allottee becomes legally entitled to claim appropriate compensation as prescribed under the Act. Relevant part of Section 14(3) is reproduced below:

*Section 14(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.*

19. Thus, in view of the above, the promoter is directed to rectify such defects in workmanship, quality or provision of services or any other obligations as per agreement for sale including water seepage within a period of 30 days from the date of this order failing which the aggrieved allottees shall be entitled to receive appropriate compensation for which they may approach the adjudicating officer as provided under the Act, 2016.

**F.VI To not charge RECD charges under the head of CAM.**

20. The complainant-association has submitted that the respondents-promoters have started billing "Retrofitting of Gensets" under the CAM charges. The respondent-promoters are arbitrarily and unilaterally demanding Retrofit Emission Control Device Charges from the allottees which is against the law. The respondent denied all the allegations levied upon it.
21. At the outset, the Authority observes that the issue raised pertains to the imposition and recovery of specific charges from individual allottees. Such charges, including those towards Retrofit Emission Control Devices (RECD), may vary based on the terms of the respective agreements, individual billing, and the factual matrix applicable to each allottee. The determination of the legality and validity of such charges would therefore require examination of individual agreements, invoices, and corresponding obligations on a case-to-case basis.

22. In view of the above, the Authority is of the considered opinion that the present issue cannot be adjudicated in a generalized manner in these proceedings. Accordingly, the Authority holds that any aggrieved allottee shall be at liberty to file an individual complaint before the appropriate forum, along with relevant documents and evidence, for adjudication of their specific grievance in accordance with law.

**G. Directions of the authority**

23. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f) of the Act:

- i. The respondent is directed to handover necessary documents including sanctioned plans, layout plans along with specifications, etc. to the allottees or association of the allottees within 30 days from the date of order.
- ii. The issues pertaining to non-registration of the project and alleged violations under Sections 3, 14, 59 and 61 of the Act, 2016 are referred to the Planning Branch of the Authority for detailed examination, verification of records, and appropriate action in accordance with law.
- iii. The respondent-promoter is directed to rectify defects in workmanship, quality or provision of services, including the issue of water seepage, within a period of 30 days from the date of this order, failing which the aggrieved allottees shall be at liberty to seek appropriate compensation before the adjudicating officer as per the provisions of the Act, 2016.
- iv. In respect of the issue of charging of Retrofit Emission Control Device (RECD) charges under the head of CAM as well as alleged



misrepresentation by the respondent-promoters in advertisements or prospectus and the consequent violation of Section 12 of the Act, the Authority holds that the same requires adjudication on a case-to-case basis. Accordingly, any aggrieved allottee is at liberty to file an individual complaint before the appropriate forum for redressal of their grievance in accordance with law.

24. Complaint stands disposed of.
25. File be consigned to registry.

**(Phool Singh Saini)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

27.01.2026

**(Arun Kumar)**

Chairman