

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

Complaint no. :	4372 of 2025
Date of Filing of complaint:	15.09.2025
Date of Decision:	30.01.2026

Vimla Mishra

R/o: M20-A, Adani Samsara, Sector-60,  
Gurugram, Haryana

**Complainant**

Versus

Adani Brahma Synergy Pvt. Ltd.  
Address: Block C, Flat no. 53, Flatted Factory  
Complex, Jhandewalan, New Delhi-55

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Ajay Mishra  
Sh. Kalyan Kumar

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:

S. No.	Heads	Information
1.	Name and location of the project	"Samsara", Sector 60, Gurugram
2.	Nature of the project	Independent Residential Floors
3.	Project area	9832 sq. mtrs.
4.	DTCP License	64 of 2010 dated 21.08.2010
5.	HRERA registered/ not registered	<b>Registered</b> Vide no. 207 of 2017 dated 15.09.2017
6.	Date of booking	16.01.2018 (page no. 10 of complaint)
7.	Agreement for sale	02.05.2019 (page no. 13 of the complaint)
8.	Unit no.	M20A, 1454 sq. ft. (page no. 15 of the complaint)
9.	Basic Sale Consideration	Rs. 2,51,43,256/- (As per payment plan on page no. 50 of complaint)
10.	Total amount paid by the complainant	Rs. 2,51,43,256/-
11.	Occupation Certificate	NA
12.	Possession Letter	19.11.2020 (page no. 56 of complaint)
13.	Conveyance deed	23.12.2020 (page no. 159 of reply)

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint:
- I. That the complainant purchased a flat in the Adani Samsara project

located in Sector 60, Gurugram and received conditional possession in November 2020.

- II. That the complainant has agreed to conditional possession based on assurance from Adani Officials that the highlighted structural defects and remaining work will be completed in a timely manner, as well as all pending information will also be shared after possession.
- III. That, furthermore during the combined inspection on 20 Nov 2024 many structural defects and incomplete work were identified and recorded in the customer inspection form.
- IV. That since then the complainant has been following up with ADANI regarding the structural defects and incomplete work as highlighted in the customer inspection form, as well as the defects identified after taking possession over time via email.
- V. That the complainant would like to share the following details for the attention of the Honorable HRERA Gurugaon authority:
  - A. Recurring cracks in the internal and external walls of M20-A:
    - There appears to be a structural fault in the building, causing multiple cracks on the walls both inside and outside (staircases/ terrace/ basement/ still parking).
    - The same information has been shared with M/s Adani both verbally and via email. A handful of cracks were repaired; however, the cracks have reappeared along with other previously repaired cracks.
    - That post multiple follow-ups. M/s Adani, through its officers Mr. Manish Handa, Mr. Elayaraja, and other senior officials, has agreed on how to correct and rectify the issues. However, there has been a systematic delay from M/s Adani over the last four years.

- That, it is worth noting that such structural as well as quality issues in the building within a few years of construction suggest some serious gaps.
- VI. Uneven slopes, broken tiles, and Kota stone installed in washrooms, kitchen, terrace, and staircases.
- A. That, it has been observed and informed to M/s Adani that the Italian marbles are broken, have deep scratches, and do not fit properly. Additionally, the tiles and Kota stone used on the terrace, staircase, toilets and kitchen are also broken.
- B. That, it is also worth noting that the stones, marbles, and tiles we used are of low quality and completely different from those shown in the Sample flats (M2 and M17)
- C. That despite repeated requests, M/s Adani has not taken care of proper slopes on the terrace as well as the washrooms; as a result, there is waterlogging, which can prove to be a health hazard.
- VII. That M/s Adani has used different textures/qualities/broken Italian Marble, Tiles, and Kota stone in my house/stairs/terrace. Because of this, it looks very ugly and damages the look of the interiors and exteriors.
- VIII. That the basement as provided by M/s Adani has multiple issues:
- A. My basement has flooded several times due to water gushing from various points. Although this was highlighted before possession and Adani officials had committed to proper rectification, the issue keeps recurring every year during heavy rains and results in residual seepage. The flooding has earlier damaged some essential household items stored in the basement.
- B. There is no provision for ventilation in my basement. This was raised before the possession and M/s officials agreed to address this but this has

not been addressed despite repeated follow-up. The installed ventilation opens into the basement of 20B, which could be a potential issue created by ADANI between the two residents.

- IX. That seepage has been occurring at multiple locations in the house. Poor workmanship and materials have led to seepage in several areas.
- X. Terrace - The STP pipe opens just below the seating area in my terrace, thus it is not usable due to foul smell. Although M/S Adani officials have acknowledged that this is a design flaw, the issue remains unresolved despite repeated follow-ups.
- XI. CAM charges increased despite the free maintenance period, which was agreed upon by ADANI officials.
- XII. M/S Adani is yet to share many documents including Mechanical, Electrical, and Plumbing drawing), that were requested from time to time.
- XIII. Certain fixtures and water motors (one of the three motors) that were shared as part of the sale have been removed or have gone missing from the backyard.
- XIV. The lift, which has been part of the sale, has not been functional for the last 3 years.
- XV. The STP, as committed by M/s, is still not operational and, as a result, the water quality is inferior. The water is so foul that it is unbearable to smell in the washroom.
- XVI. The Email and WhatsApp communication of all the above can be provided as per need.

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

4. In view of the facts mentioned above, the complainant prays for the following relief:



- i. M/s Adani should get the structural audit of the building done immediately by a reputed agency and share the report with the complainant.
  - ii. Any structural gaps as identified in 5.1 and issues shared in Para 4 above, should be appropriately addressed in totality as per the National Building Codes 2023.
  - iii. All the cracks appearing on the walls in the complete building, including the basement, should be appropriately addressed in totality as per the National Building Codes 2023.
  - iv. Replace all the Tiles/Kota/marbles that are either broken or have scratches in totality, ensuring their alignment and match with the other tiles/Kota/marbles.
  - v. Ensure proper slope in the washrooms as well as the terrace.
  - vi. The common area Maintenance (CAM) charges should only be applicable after the flat is completely handed over to the complainant, post addressing all the identified issues at the time of conditional handover of the unit M20 - A.
  - vii. That the structural issues due to poor quality/workmanship may require major rework, and regular visits of workers/engineers to the unit, the M/s Adani should provide an alternative living arrangement of similar standard to prevent the Complainant and their family from further pain and hardship.
  - viii. That, since November 2020, the Complainant has invested in the unit to enhance their living experience-all such work should not be damaged in any shape or form due to the work that M/s Adani may undertake.
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 respondent**

6. The respondent contested the complaint by filing reply on the following grounds: -
- I. That the respondent had obtained sanctioned building plan to develop the residential floor on the plot vide memo no. 91 dated 30.08.2017 for construction of residential floors. The respondent had registered the project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Panchkula, Haryana on 15.09.2017 under Registration No. 207 of 2017.
  - II. That on 16.01.2019 allottees herein, Ms. Vimla Misha, Mr. Ajay Mishra, and Ms. Ankita Mishra vide application form no. 189 dated 27.12.2018 approached the respondent to book an apartment in the project known as "Samsara (Part-1), Sector-60, Tehsil Wazirabad, District Gurugram, Haryana alongwith booking amount of Rs. 5,00,000/-.
  - III. That the allottees was allotted the apartment no. M-20-A, admeasuring 135.11 sq.mt. of carpet area and 207.64 sq.mt. of saleable area on 1<sup>st</sup> floor in the building alongwith stilt car parking no. P1, P2 on the ground floor by the respondent vide its letter dated 16.01.2019. The respondent vide letter dated 12.03.2019 the Allottees was informed that agreement for sale has not been executed and registered with the competent authority and requested the Allottees for payment of due installment and registration of agreement for sale. Subsequently, the Allottees has executed the agreement for sale with the respondent on 02.05.2019.



- IV. That the respondent vide its demand notices dated 09.01.2019, 16.01.2019, final reminder letter dated 13.02.2019, another subsequent letter dated 22.01.2019 and legal demand notice dated 28.02.2019 requested the allottees to make the due instalment of the amount of Rs. 19,69,674/-. Thereafter, the Allottees had made payments for a sum of Rs. 9,44,977/- and Rs. 10,00,000/- respectively. Subsequently, respondent issued the receipts for the above mentioned payments on 06.03.2019.
- V. That the allottees had not paid the installment on time therefore the respondent had issued various letters to make the payment with respect to allotted apartment. The respondent again vide demand letter dated 04.05.2019 and final reminder dated 24.05.2019 and 19.06.2019 informed the allottees and requested to make the due installment. The Allottees made the payment of Rs. 1,71,81,548/- and the respondent issued and the sent the receipt dated 02.07.2019 to the Allottees.
- VI. That the respondent was again forced to issue the demand letter dated 11.09.2019 and requested to pay the due installment in order to avoid levy of any late payment charges, thereafter the allottees made the payment of rs. 6,90,759/- and respondent issued the receipt for the abovementioned payment on 01.10.2019.
- VII. That the allottees requested the HDFC Ltd. for sanction of the loan with respect to apartment in question and the bank had approved the housing loan vide offer dated 15.04.2019. The bank had requested the respondent to issues permission to mortgage in favour of HDFC, thereafter the respondent issued the permission to mortgage letter on 11.06.2019 to the HDFC Ltd. Subsequently, the tripartite agreement had been executed between the allottees, respondent and the HDFC Ltd. on 11.06.2019. Thereafter, the Indusind Bank Ltd. vide its letter dated

- 21.06.2019 issued no objection certificate (NOC) in respect of the apartment of question to HDFC Ltd.
- VIII. That the respondent after obtaining the occupation certificate, vide its letter dated 20.11.2019 offered the possession of the apartment in question alongwith enclosed demand letter on offer of possession and guidelines for registration of conveyance deed and requested the Allottees to make the due payment on or before 20.12.2019.
- IX. That the State Bank of India vide letter dated 13.02.2020 sanctioned the home loan of Rs. 2,07,00,000/- to the Allottees with regards to apartment in question and vide separate letter disbursed a housing loan of Rs. 2,07,00,000/-.
- X. That the conveyance deed had been executed between the allottees and the respondent on 23.12.2020 and the ownership of the apartment in question had been transferred to the Allottees.
- XI. That the agreement for sale dated 02.05.2019 was entered into between the parties and as such the parties are bound by the terms and conditions mentioned in the said agreement. The said agreement was duly signed by the allottees after going through the same and understanding each and every clause contained in the agreement. The Allottees were neither forced nor were influenced by the answering op to sign the said agreement and the same was signed by the allottees after understanding the clauses thereof.
- XII. The Allottees agreed that they have read and perused the agreement, containing the detailed terms and conditions and in addition confirmed to have fully understood the terms and conditions of the agreement and further agreed to perform their obligations

- XIII. As per the clause 5 of the agreement, the Allottees was required to make timely payments of installment and such other sums dues as per the payment plan and other charges as demanded by the respondent.
- XIV. That the respondent assured the allottees for complete physical possession of the apartment within 27 months from the date of registration of the agreement. The respondent had offered the possession within the 27 months of the date of registration of the agreement as agreed between the parties in terms of the AFS. The occupation certificate was received by the respondent on 09.09.2019 and the possession of the property was offered on 20.11.2019, however, the allottees completed the possession formalities and took actual possession of the property only on 19.11.2020, i.e., after a period of 12 months delay. Subsequently, conveyance deed has also been executed between the parties on 23.12.2020.
- XV. As per the clause 11 of the agreement, the allottees were required to make the payment of maintenance charges as maintenance charges were not included in the total sale price of the apartment in question and same was demanded by the respondent at the time of the offer of possession of the apartment in question.
- XVI. The present complaint is misconceived and not maintainable, in as much as, by means of the present complaint, the allottees are illegally wanting replacement of tiles/kota/marbles and falsely allege that the common area maintenance (CAM) was payable only after complete handing over of the possession of the apartment in question in all aspects. The Apartment was handed over to the complete satisfaction of Allottees and was complete in all respects at the time of handing over to the Allottees.



- XVII. That without prejudice to the contentions as aforesaid, it is submitted that the respondent had already handed over the possession of the apartment after completion of the project and only after obtaining the valid occupation certificate as per the laws. The structural defects as alleged by the Allottees over a period of time due to wear and tear in the usage of the property cannot be attributable to any deficiency in services or defect liability as enshrined in HARERA standards Rules, as the allottees were offered possession immediately upon receipt of occupation certificate on 09.09.2019, however only it were the allottees who had chose to take physical possession after a delay of 12 months and possession was taken by the Allottees in contradiction and against the RERA Rules i.e., only on 19.11.2020 after a delay of 12 months to defeat the Defect Liability clause of HARERA Rules. Therefore, the complaints' allegation of conditional offer of possession is frivolous and does not bear any merits, as the physical possession was handed over to the allottees only after the same was inspected and the allottees were duly satisfied with the development of the apartment area as well as the project in all aspects as agreed between the parties. It is submitted that the apartment was fully complete in all aspects and only thereafter respondent applied for occupation certificate (OC) from the competent authority and same was granted to the Respondent. It was only upon receipt OC, the respondent offered the possession of the apartment to the allottees, and the physical possession of the property was accepted to the satisfaction of the allottees, and conveyance deed has also been executed between the parties.
- XVIII. As per clause 12 of the agreement, any structural defect or any other defect in the workmanship quality or provision of structural facility or services or any other obligations of the promoter as per the agreement,

is brought to the notice of the respondent company within 5 years from the date of receipt of the occupation certificate (OC) i.e., 09.09.2019. The liability shall be on the promoter/ respondent to rectify the said defects. However, the purported complaint, has been filed after expiry of the 5 years period from the date of receipt of OC therefore the present complaint deserve to be dismissed on this ground also.

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

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

##### **E. 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.

##### **E.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.

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

- i. M/s Adani should get the structural audit of the building done immediately by a reputed agency and share the report with the complainant.
- ii. Any structural gaps as identified in 5.1 and issues shared in Para 4 above, should be appropriately addressed in totality as per the National Building Codes 2023.
- iii. All the cracks appearing on the walls in the complete building, including the basement, should be appropriately addressed in totality as per the National Building Codes 2023.
- iv. Replace all the Tiles/Kota/marbles that are either broken or have scratches in totality, ensuring their alignment and match with the other tiles/Kota/marbles.
- v. Ensure proper slope in the washrooms as well as the terrace.
- vi. The common area Maintenance (CAM) charges should only be applicable after the flat is completely handed over to the Complainant, post addressing all the identified issues at the time of conditional handover of the unit M20 - A.
- vii. That the structural issues due to poor quality/workmanship may require major rework, and regular visits of workers/engineers to



the unit, the M/s Adani should provide an alternative living arrangement of similar standard to prevent the Complainant and their family from further pain and hardship.

viii. That, since November 2020, the Complainant has invested in the unit to enhance their living experience-all such work should not be damaged in any shape or form due to the work that M/s Adani may undertake.

11. The above mentioned reliefs are interrelated to each other. Accordingly, the same are being taken up together for adjudication.

12. In the present complaint, complainant was allotted a unit bearing no. M20A, admeasuring 1454 sq. ft. and agreement for sale for the said unit was executed on 02.05.2019. The respondent on 19.11.2020 has handed over the possession of the said apartment. Also on 23.12.2020 the conveyance deed was also got executed between the parties.

13. Now the complainant filed the said complaint seeking the directions of the authority for getting the structural audit of the building and to rectify all defects such as seepage issues, recurring cracks on walls and broken tiles. As per Section 11(4)(a) and 14(3) of the Act, the promoter is under an obligation towards allottees with structural defects or any other obligations as per agreement for sale. Section 11(4)(a) & 14(3) are reproduced below for ready reference:

*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;*

*Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.*

.....  
**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 of possession, it shall be duty of 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.*

14. The Act casts a responsibility on the promoter to rectify the structural defects or any other defects in workmanship, quality, or provision of services when it is brought to the notice of developer within a period of 5 years by the allottees from the date of handing over of possession. In the present case, the possession of the unit was handed over on 19.11.2020 and thereafter the conveyance deed was also got executed on 23.12.2020. The Authority observes that the present complaint has been filed in the prescribed period as mentioned under Section 14(3) of the Act. In view of the above, the authority hereby directs the respondent to rectify the defects in terms of Section 14(3) of the Act, 2016 within 30 days. However, if any such defect and deficiency remain existent and the same is not rectified by the respondent/promoter within the stipulated time, then the complainant is free to approach the Adjudicating Officer upon failure on part of respondent to rectify such defect within such time and the aggrieved allottees shall be entitled to receive appropriate

compensation in the manner as provided under the Act as per section 14(3) of the Act of 2016.

**G. Directions of the authority**

15. 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):
- i. The respondent/promoter is directed to to rectify the defects in terms of Section 14(3) of the Act, 2016 within 30 days. However, if any such defect and deficiency remain existent and the same is not rectified by the respondent/promoter within the stipulated time, then the complainant is free to approach the Adjudicating Officer upon failure on part of respondent to rectify such defect within such time and the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act as per section 14(3) of the Act of 2016.
16. Complaint as well as applications, if any, stands disposed off accordingly.
17. File be consigned to registry.

**HARERA**  
GURUGRAM

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

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026