

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

Date of order: 17.07.2026

Name of the Promoter		Landmark Apartment Private Limited	
Project Name		Landmark – The Residency, Sector – 103, Gurugram	
S.no.	Complaint No.	Complaint title	Appearance
1.	CR/4174/2025	Aarti V/s Landmark Apartment Private Limited	Shri Sukhbir Yadav (Counsel for Complainant)
2.	CR/4524/2025	Ved Prakash V/s Landmark Apartment Private Limited	
3.	CR/4529/2025	Hawa Singh V/s Landmark Apartment Private Limited	Shri Amarjeet Kumar (Counsel for Respondent)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all the 3 complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “the Act”) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as “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 its obligations,

responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, Landmark - The Residency, Sector - 103, Gurugram being developed by the respondent/promoter i.e., Landmark Apartment Private Limited. The terms and conditions of the buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question thus seeking handover of possession, execution of conveyance deed and payment of delay possession charges etc.
3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	Landmark - The Residency, Sector - 103, Gurugram
Project area	10.868 acres
Nature of the project	Group Housing Complex
DTCP license no. and other details	33 of 2011 dated 19.04.2011 Valid up to- 15.04.2021 Licensee- Basic Developers Pvt. Ltd. and others
RERA Registered/ not registered	Not registered
Occupation certificate	25.09.2020 Tower-A from Ground Floor to 14 th Floor
Possession clause	<i>6.1 Schedule for Possession of The Said Apartment: The Develop/ Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said apartment by 07.08.2018.</i>

S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Builder Buyer agreement	Due date of possession	Total sale consideration, Total amount paid by the complainant to the respondent
1.	CR/4174/2025	B-26, 2 nd floor, Tower-A, Block-B,	31.01.2014	07.08.2018	TSC: NIL

	Aarti Vs. Landmark Apartments Private Limited DOF: 02.09.2025 Reply: 05.12.2025	1710 sq. ft. (super area) (Page no. 52 of the complaint)	(page 60 of complaint) Endorsement in favour of complainant- 31.01.2014 (page 53 of complaint)	(as per possession clause 6.1)	(page 64 of complaint) AP: NIL
2.	CR/4524/2025 Ved Prakash Vs. Landmark Apartments Private Limited DOF: 02.09.2025 Reply: 05.12.2025	B-151, 15 th floor, Tower-A, Block-B, 1350 sq. ft. (super area) (Page no. 42 of the complaint)	31.01.2014 (page 50 of complaint) Endorsement in favour of complainant- 31.01.2014 (page 45 of complaint)	07.08.2018 (as per possession clause 6.1)	TSC: NIL (page 54 of complaint) AP: NIL
3.	CR/4529/2025 Hawa Singh Vs. Landmark Apartments Private Limited DOF: 02.09.2025 Reply: 05.12.2025	B-122, 12 th floor, Tower-A, Block-B, 1350 sq. ft. (super area) (Page no. 42 of the complaint)	31.01.2014 (page 50 of complaint) Endorsement in favour of complainant- 31.01.2014 (page 45 of complaint)	07.08.2018 (as per possession clause 6.1)	TSC: NIL (page 54 of complaint) AP: NIL

The complainants in the above complaints have sought the following reliefs:

1. To set aside/cancel the demand letter dated 05.02.2025
2. Direct the respondent to get OC for the 15th floor
3. Direct the respondent to execute conveyance deed.
4. Direct the respondent to pay monthly assured return/DPC as per clause 7 of BBA accrued from 07.08.2018 till handover.
5. Restraining the respondent from charging holding charges
6. Restrain the respondent from charging maintenance charges till handing over of physical possession.
7. Direct the respondent to provide calculation of the super area and carpet area of unit.

8. Direct the respondent to convey all the rights and benefits with respect to the apartment.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
TSC	Total sale consideration
AP	Amount paid by the allottee/s

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoters/respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/4174/2025 titled as Aarti Vs. Landmark Apartments Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua handover of possession, execution of conveyance deed and payment of delay possession charges etc.

A. Unit and project related details.

7. 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:

CR/4174/2025 titled as Aarti Vs. Landmark Apartments Private Limited

S. No.	Particulars	Details
1.	Name of the project	Landmark – The Residency, sector – 103, Gurugram
2.	Project area	10.868 acres
3.	Nature of the project	Group Housing Complex

4.	DTCP license no. and validity status	33 of 2011 dated 19.04.2011 valid up to 15.04.2021
5.	Name of licensee	Basic Developers Pvt. Ltd. and others
6.	RERA Registered/ not registered	Not registered
7.	Collaboration agreement b/w various landowners and respondent	08.08.2010 (page 26 of complaint)
7	Allotment letter in name of original allottee (Naresh Kumar) by respondent for unit no. B-26, Floor 2, Tower - A	31.01.2014 (Page no. 52 of complaint)
8.	Date of execution of apartment buyer agreement executed between the original allottee (Naresh Kumar) and respondent for unit no. B-26, Floor 2 nd	31.01.2014 (page 60 of complaint)
9.	Endorsement in favor of complainant	31.01.2014 (page 53 of complaint)
10.	Unit no.	B-26, 2 nd floor, Tower-A, Block-B (Page no. 52 of the complaint)
11.	Unit area admeasuring	1710 sq. ft. (super area) (Page no. 52 of the complaint)
12.	Possession clause as per the agreement dated 31.01.2014 executed between original allottee and respondent	6.1 Schedule for Possession of The Said Apartment: The Develop/ Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said apartment by 07.08.2018. 7. FAILURE TO DELIVER POSSESSION BY THE DEVELOPER/ COMPANY: REMEDY TO INTENDING ALLOTTEE(S) <i>If the Developer/ Company shall be unable to or fails to deliver possession of the said Apartment to the Intending Allottee(s) by 07.08.2018, then in such case, the Developer shall be obligated to pay to the Intending Allottee(s) amount equivalent to at the rate of Rs. 22/- per sq. ft. (on total super area of the flat) per month. In case the intending allottee transfer/assigns etc. the said apartment then the transferee/assignee etc. shall be entitled to the above noted amount. If the Developer fails to pay the aforesaid amount for 3 consecutive</i>

		<i>months the Collaboration Agreement and the Supplemental Agreement shall stand terminated and the Developer will return the land to the Collaborators in its original shape and form i.e. removing all the construction and construction material thereof.</i> (page 70 of complaint)
13.	Due date of possession	07.08.2018 (as per possession clause 6.1)
14.	Agreement to sell executed between original allottee and complainant (Unregistered)	06.03.2012 (page 42 of complaint)
15.	Sale consideration as per BBA	NIL (page 64 of complaint)
16.	Amount paid to respondent/promoter	NIL
17.	Occupation certificate	25.09.2020 (page 100 of reply)
18.	Intimation for possession	17.11.2018 (page 98 of reply)
19.	Maintenance demand raised by respondent from complainant	05.07.2025 (page 99 of complaint)

B. Facts of the complaint

8. The complainant has made the following submissions: -

- I. That the original allottee, i.e., Naresh Kumar, being one of the landowners of the project land, entered into a collaboration agreement on 08.08.2010 along with other co-owners. As per term-11 of the said agreement, the respondent was obligated to complete the said project within 60 months from the date of execution of the said MoU. Further, as per term-12, *"In consideration of the owners providing the land and developer raising the construction of the project building under this agreement, the parties have agreed to divide the project as a whole without any cash transaction or any other adjustment between both the parties regarding anything other than the transaction done at the time of executing of this agreement, ratio means 68% of the project is of Developer's and 32% of the total saleable area shall be given to the owner. The area which will*

be given to the owner shall be on each floor from front to back of the total saleable area". Furthermore, it was also agreed between the parties that the above said division was based on the then prevailing FAR and if there happens to be any increase in FAR of the said land, the increased FAR shall be shared in above agreed proportion i.e. 68:32.

II. That in accordance with the said collaboration agreement, the original allottee was allotted with a number of units in the said project. Thereafter, on 06.03.2012, the original allottee executed an "agreement to sell" with the complainant, thereby agreeing to sell his half of the share out of all the rights, title, and interest contemplated vide said collaboration agreement. This half of the share means and includes half share of total saleable area, which is to be allotted to the original allottee as per the collaboration agreement in the form of apartments etc. (based on FAR of 2010). The complainant paid Rs.1,23,72,891/- as total sale consideration to the original allottee vide Cheque No. "007385" dated 06.03.2012 drawn on GGB, Daulatabad, Gurgaon. A receipt of the said amount was issued by the original allottee on 06.03.2012. Thereafter, on 31.01.2014, the original allottee was issued with an allotment letter in respect of the following units, and BBA was also executed on the same date: -

- (i) A 2 BHK Flat bearing No. B-114 in Tower-A, admeasuring 1350 sq. ft.
- (ii) A 2+1 BHK Flat bearing No.B-26 in Tower-A, admeasuring 1710 sq. ft.
- (iii) A 2 BHK Flat bearing No. A-144 in Tower-C, admeasuring 1350 sq. ft.
- (iv) A 3+1 BHK Flat bearing No. A-53 in Tower-B admeasuring 2143 sq. ft.
- (v) A 4 BHK Flat bearing No. A-51 in Tower-B admeasuring 3092 sq. ft.

III. Thereafter, the original allottee sent a letter to the respondent in respect of each of the above-mentioned units for transfer of his allotment in favour of the complainant; however, it is pertinent to mention here that only half of the share in Flat No. A-51 (Tower-B) was asked to be transferred to the complainant. Accordingly, the respondent endorsed the name of the complainant on the said allotment letters on 31.01.2014 itself. It is pertinent

to mention here that the present complaint is qua the unit No. B-26 in Tower A, Type 2+1 BHK admeasuring 1710 Sq. Ft., the complainant reserves the right to file complaints with respect to other units in future.

- IV. That as per Clause 6.1 of the said BBA, the due date of possession was 07.08.2018. Further as per Clause 7 of the same, *"If the Developer Company fails to deliver possession of the said apartments by 07.08.2018, then in such case, the Developer shall be obligated to pay to the intending allottee(s) an amount equivalent to at the rate of Rs. 22/- per Sq.Ft. (on total super area of the flat) per month. In case the intending allottee transfers/assigns etc. the said apartment, then the transferee/assignee etc. shall be entitled to the above noted amount"*.
- V. That subsequently, on 14.02.2014, in furtherance of his commitment towards the complainant, the original allottee entered into a Memorandum of Understanding (MoU) with the complainant. As per the said MoU, the original allottee acknowledges the title and ownership of the complainant in respect of above-mentioned apartments and undertakes not to challenge the same. Further, it is unequivocally declared in the said MoU that the complainant shall be entitled to all the rights and benefits with respect to said apartments as contemplated in the collaboration agreement.
- VI. That the respondent has obtained OC in respect of Tower 'A' vide DTCP Memo No. ZP-721/AD(RA)/2020/16911 dated 25.09.2020, however, no offer of possession has ever been issued by the respondent to the complainant in respect of flat bearing No. B-26. Further, it is pertinent to mention here that no delayed possession interest/agreed compensation/ delay penalty as mentioned in clause 7 of the said BBA has ever been paid to the complainant with respect to said flat.
- VII. That the complainant visited the office of the respondent many times during the years 2019 to 2025 and requested for handover of possession of her unit

and payment of the accumulated assured return/delay penalty as per clause 7 of BBA, however, the respondent never paid any heed to the requests of the complainant.

VIII. That on 05.07.2025, the respondent issued a demand letter in respect of the said unit thereby demanding illegal charges amounting to Rs.42,22,517.88/-. It is pertinent to mention here that the respondent asked that payment in favour of "Uday Facility Management Pvt. Ltd." which is unknown to the complainant; and there is no privity to the contract with maintenance company. Moreover, the respondent never offered the physical possession of the unit, it is not acceptable at any point of time that when there is no due against the complainant, she would not take the physical possession of the unit, more so, it the respondent who has to give the agreed Rs.22 per sq. ft. delayed possession compensation to the complainant. The demand of holding charges and interest thereon shows the highhandedness of the respondent. It is further pertinent to mention here that there are no facilities like a Club, park, gym, and other amenities on the site.

IX. That the said charges are totally illegal as the respondent cannot charge maintenance charges and interest thereon without offering possession of said unit to the complainant. It is pertinent to mention here that the complainant is chasing the respondent continuously for possession of her unit and execution of conveyance deed, hence, levying of holding charges is not at all justifiable.

X. That the complainant does not want to withdraw from the project. The promoter has not fulfilled his obligation therefore as per section 18(1) proviso, the promoter is obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession or to pay the assured return/delay penalty as per the terms of BBA.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
- I. To set aside/cancel the demand letter dated 05.02.2025
 - II. Direct the respondent to get OC for the 15th floor
 - III. Direct the respondent to execute conveyance deed.
 - IV. Direct the respondent to pay monthly assured return/DPC as per clause 7 of BBA accrued from 07.08.2018 till handover.
 - V. Restraining the respondent from charging holding charges
 - VI. Restrain the respondent from charging maintenance charges till handing over of physical possession.
 - VII. Direct the respondent to provide calculation of the super area and carpet area of unit.
 - VIII. Direct the respondent to convey all the rights and benefits with respect to the apartment.
10. 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 respondent.

11. The respondent vide its reply dated 05.12.2025 has contested the complaint on the following grounds:
- i. That the present complainant, Mrs. Aarti, claims to derive her alleged rights. The complainant does not claim any direct allotment from the developer company. On her own showing, she is only a transferee of landowner Naresh Kumar S/o Chander Bhan, one of the six residual landowners whose share stood crystallised under the supplementary agreement dated 31.01.2014.
 - ii. That at no point of time prior to the present proceedings was the developer company informed of any alleged agreement to sell or transfer in favour of the complainant. No copy of such ATS or transfer documentation was ever furnished to the developer company at the time of execution of the 16 supplementary agreements, at the time of execution of the builder buyer agreements in 2014, or at any time thereafter till the filing of the present complaint. The entire alleged transaction in favour of the complainant has thus been carried out behind the back of the developer company.

- iii. That under the collaboration agreement dated 08.08.2010 and the supplementary agreement dated 31.01.2014, the landowners, including Naresh Kumar, were expressly prohibited from transferring or creating third-party rights in any portion of the raw land or in any undefined share of the project. Their sole entitlement, after crystallisation, was confined and limited to the specific residential units earmarked for them in the 32% landowner quota. They had no residual right to sell, transfer or encumber any other part of the licensed land or project area, nor could they alter the agreed structure of sharing without the express written consent of the developer company.
- iv. That even assuming, without admitting, that Naresh Kumar has executed an ATS or transfer the unit in favour of the complainant, the same is, in law, a private arrangement exclusively between Naresh Kumar and the complainant. The developer company is not a party to the said ATS, has not received any consideration thereunder, and is in no manner bound by the terms, representations or promises contained in that instrument. As per the ATS itself, all obligations towards the complainant, if any, rest on Naresh Kumar alone, and the complainant cannot, under the guise of such ATS, foist any independent contractual liability upon the developer company.
- v. That it is further submitted that if the said ATS purports to transfer any right in land, undivided share, additional area or any entitlement beyond Naresh Kumar's crystallised units, the same is ex facie contrary to the collaboration agreement and supplementary agreement, and therefore void, ultra vires and non-est in law vis-à-vis the developer company. Naresh Kumar could not have conveyed to the complainant any higher or better right than what he himself possessed under the collaboration framework.
- vi. That it is also significant that even at the time of filing the civil suits (CS No. 5505/2018 and CS No. 1863/2019), the landowners, including Naresh Kumar, did not disclose any alleged sale or transfer of their crystallised share to the

present complainant. On the contrary, they continued to assert in their plaints that they remained entitled to their full crystallised 32% share and sought monthly compensation on that basis. The fact that no disclosure of any ATS or transfer in favour of the complainant was made before the civil court clearly shows that the alleged sale, if any, has either been concocted for the present proceedings or was deliberately suppressed, in either case rendering the transaction wholly unreliable and unenforceable against the developer company. Similarly, no objection was ever raised by Naresh Kumar or any of the landowners at the time of execution of the supplementary agreement, at the time of execution of BBAs in 2014, at the time of sanction of building plans, or even when possession was first offered in November 2018, claiming that any portion of their crystallised share had already been sold to the complainant or that the complainant had any independent right to be recognised as an allottee in their place. This prolonged silence and non-disclosure, extending over several years and multiple stages of the project, completely discredits the complainant's story and demonstrates that the alleged transaction cannot be used to defeat or dilute the collaboration framework. That in these circumstances, the respondent submits that the complainant's alleged sale/transfer is illegal, void and non-binding upon the developer company; that the complainant at best steps into the shoes of Naresh Kumar and can claim no better rights than those available to him; and that even such derivative claim is subject to and governed by the collaboration agreement, supplementary agreement, and the outcome of the pending civil suits. The present complaint, founded on a transaction carried out behind the back of the developer company and in breach of the collaboration framework, is therefore not maintainable and deserves to be dismissed in limine.

- vii. That from the above facts it becomes evident that the unit was actually sold by the Mr. Naresh Kumar and thus Naresh Kumar becomes a necessary party

- for the present proceedings. It is also pertinent to mention here that Naresh Kumar being one of the landowners falls within the definition of the developer as per the provisions of RERA. That the present unit i.e. unit no. B-26, 2nd floor, block B was allotted to the landowner namely Mr. Naresh Kumar vide allotment letter dated 31.01.2014. That on the same date thereafter on 31.01.2014 Mr. Naresh Kumar transferred the said Unit to Mrs. Aarti and requested the respondent to transfer the said unit in the name of complainant vide transfer letter and Indemnity bond dated 31.01.2014.
- viii. That it is a matter of fact, that on 22.04.2019, the respondent herein applied for the Occupation Certificate before the Department of Town and Country Planning Haryana (herein referred to 'DTCP') and the DTCP vide letter dated 25.09.2020, granted the Occupation Certificate to the respondent. That it is imperative to bring into the knowledge of the Authority that the respondent was committed to complete the project and despite after such slowdown in the real estate sector managed to complete the construction. However, major amount of time was taken by the DTCP in issuing the Occupation Certificate for the said project which was purely beyond the control of the respondent.
- ix. That as the said project is ready for possession, the respondent stated writing the complainant in order to deposit the dues towards maintenance charges and handling charges, however the complainant never came forward either to deposit the amount or to show their hardship and to the utter shock of the respondent rather has approached this Authority with frivolous facts and pleas. It is submitted that since 11.01.2023 the respondent has sent numerous reminders in order to pay the due against maintenance charges, holding charges and interest thereon.
- x. That the complainant is neither an allottee of the respondent nor a contracting party to the collaboration agreement dated 08.08.2010 or the supplementary agreement dated 31.01.2014. Her entire claim is derivative in nature and

flows solely through landowner Naresh Kumar, from whom she claims to have obtained a private transfer. No direct contractual nexus exists between the complainant and the developer company, and there is no privity of contract entitling her to maintain the present complaint.

- xi. That the complainant's alleged agreement to sell is a private arrangement solely between her and landowner Naresh Kumar. The respondent is not a party to the ATS, has received no consideration under it, has made no contractual assurances to the complainant, and is in no manner bound by the terms or representations contained therein. As such, all obligations under the ATS lie exclusively upon Naresh Kumar, and the complainant cannot, under the garb of the ATS, foist any liability upon the respondent.
- xii. That the complainant deliberately withheld this fact during execution of the supplementary agreement, during BBAs executed in 2014, and even during pendency of civil suits filed by the landowners in 2018 and 2019, no disclosure was ever made to the Civil Court or to the developer company that Naresh Kumar purported to alienate any portion of his crystallised share. Such suppression is deliberate, calculated and fatal to the maintainability of the complaint.
- xiii. That under the express terms of the collaboration agreement (2010) and Supplementary Agreement (2014), no landowner, including Naresh Kumar, had any right or authority to sell, transfer or create third-party rights in any raw land, undivided share or unspecified portion of the project. Their entire 32% entitlement stood crystallised into specific units under the supplementary agreement. Beyond such crystallised units, no landowner retained any subsisting or transferable right. Consequently, any purported sale or transfer by Naresh Kumar to the complainant, insofar as it conveys any right beyond the single unit allotted to him (Unit B-26), is void, ultra vires, and confers no enforceable rights against the developer company.

- xiv. That the complainant cannot acquire a higher or better entitlement than Naresh Kumar, and therefore cannot claim any independent rights against the respondent. That the complaint suffers from fatal non-joinder of necessary parties. Landowner Naresh Kumar, the alleged transferor, who alone is responsible to the complainant under the ATS, has not been impleaded.
- xv. That the complainant's allegations and prayers directly impinge upon issues already sub judice before the Civil Court, Gurugram in Civil Suits No. 5505/2018 and 1863/2019 filed by the landowners, including Naresh Kumar. In those suits, the landowners assert rights flowing from the same collaboration and supplementary agreements and seek monetary compensation predicated upon their 32% crystallised entitlement. The complainant's present claim fundamentally overlaps with, contradicts and undermines the landowners' pleadings. The complaint is therefore barred under Section 10 CPC and cannot proceed parallelly.
- xvi. That this Authority lacks jurisdiction to adjudicate disputes arising from inter se contractual relations between co-promoters (landowners) and the developer company.
- xvii. That the complainant cannot allege delay or deficiency in service when the respondent has already constructed the project, secured partial Occupation Certificate on 25.09.2020, and repeatedly offered possession since 17.11.2018. It is the complainant who has deliberately and repeatedly refused possession in order to avoid payment of maintenance, holding charges and applicable dues, and to create artificial grounds to invoke statutory remedies that are otherwise unavailable to her.
- xviii. That unless and until the Civil Court adjudicates upon the rights of the landowners under the collaboration and supplementary agreements, no claim arising out of a 27 private transfer by a landowner to a third party (such as the complainant) can be adjudicated by this forum.

12. All other averments made in the complaint were denied in toto.
13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the complainant.

E. Findings on the relief sought by the complainant.

- E.I Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges.**
- E.II To set aside/cancel the demand letter dated 05.02.2025**
- E.III Direct the respondent to get OC for the 15th floor**
- E.IV Direct the respondent to execute conveyance deed.**
- E.V Direct the respondent to pay monthly assured return/DPC as per clause 7 of BBA accrued from 07.08.2018 till handover.**
- E.VI Restraining the respondent from charging holding charges**
- E.VII Restrain the respondent from charging maintenance charges till handing over of physical possession.**
- E.VIII Direct the respondent to provide calculation of the super area and carpet area of unit.**
- E.IX Direct the respondent to convey all the rights and benefits with respect to the apartment.**
14. Upon perusal of the documents placed on record and submissions made by both the parties it is observed that a collaboration agreement dated 08.08.2010 was executed between the landowners and the respondent developer. Thereafter, a supplementary agreement dated 31.01.2014 was executed between them.
15. Subsequently, builder buyer agreements were executed on 31.01.2014 between the landowner and respondent in respect of subject units against NIL sale consideration. The subject unit was thereafter endorsed on the same date i.e. 31.01.2014 in favour of the complainants, who are now claiming reliefs under the provisions of the Act, 2016 on the basis of such endorsement.
16. The complainants have now approached the Authority seeking possession of the subject units along with other reliefs, all of which arise from the rights claimed under the aforesaid agreements.

17. The Authority notes that a SLP bearing no. 25548 of 2025 Jai Parkash V/s M/s Landmark Apartments Pvt. Ltd. & ors. was filed before the Hon'ble Supreme Court by the landowner which was disposed of vide order dated 10.12.2025, wherein the Hon'ble Supreme Court appointed an Arbitrator to decide the all the disputes arising out of the Collaboration Agreement dated 08.8.2010 and Supplementary Agreement dated 31.01.2014.

18. The relevant portion of the said order dated 10.12.2025 is reproduced below:

2. We have heard Ms. Naomi Chandra, learned counsel for the petitioner and Mr. Narender Hooda, learned senior counsel for the contesting respondent.

3. In view of the joint request for constitution of Arbitration Tribunal, we hereby appoint Hon'ble Mr. Justice S. Ravindra Bhat, former Judge of this Court as an arbitrator for deciding all disputes arising out of the Collaboration Agreement dated 08.08.2010 and Supplementary Agreement dated 31.01.2014. The learned Arbitrator may determine the fee in consultation with the parties to the agreement(s).

4. Parties are entitled to raise all objections including those relating to preliminary objections. It is for the Tribunal to consider and decide them in accordance with law.

5. With these observations, the Special Leave Petition and pending application(s), if any, shall stand disposed of.

19. The Authority further observes that the Builder Buyer Agreement executed in respect of the subject units clearly stipulates that the said units were allotted to the landowner against its share of land by the developer. Subsequently, the subject unit was endorsed in favour of the complainants. In the present case, the complainants are seeking possession of the subject unit, execution of the conveyance deed, payment of delay charges/assured returns and other reliefs, all of which arise out of the Collaboration Agreement dated 08.08.2010 and the Supplementary Agreement dated 31.01.2014

20. Since the Hon'ble Supreme Court has already directed that all such disputes arising out of collaboration agreement dated 08.08.2010 and supplementary agreement dated 31.01.2014 are to be adjudicated before the Arbitrator, the

Authority cannot decide the same issues in parallel proceedings. Accordingly, the present complaints are not maintainable before the Authority and are hereby dismissed.

21. Complaints stand disposed of.
22. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026