

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

Complaint no.: 2780 of 2025
Date of filing: 23.06.2025
Date of decision: 25.08.2026

Chanchal Batra & Neeraj Batra
Regd. Address: House No. B – 104, BPTP
Freedom Park Life, Samaspur, Gurugram,
Haryana-122003

Complainants

Versus

M/s Tata Housing Development Company
Limited
Regd. office: Intellion Edge, Tower A, First Floor,
Sector 72, Southern Peripheral Road, Gurugram,
Haryana – 122101

Tata Primanti Residents Welfare Association
Regd. office: Tata Primanti, Sector 72, Gurugram,
Haryana- 122101

Respondents

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Sh. Abhey Jain (Advocate)
Sh. Harshit Batra (Advocate)

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint 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 details of complaint, reply to status, 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:

S. No.	Particulars	Details
1.	Name and location of the project	Primanti, Sector 72, Gurugram, Haryana
2.	Nature of the project	Residential Group Housing Colony
3.	DTCP license no.	155 of 2008 dated 14.08.2008 valid up to 13.08.2018 200 of 2008 dated 08.12.2008 valid up to 07.12.2018
4.	RERA registered/ not registered and validity status	98 of 2017 dated 28.08.2017 valid up to 30.06.2020
5.	Allotment letter	18.10.2021 (at page 49 of complaint)
6.	BBA	11.11.2021 (registered) (As per page no. 57 of the complaint)
7.	Unit no.	Villa no. VA-8 (As per page no. 49 of the complaint)
8.	Unit admeasuring	3887.20 sq. ft. (carpet area) (As per page no. 49 of the complaint)
9.	Total sale consideration	Rs.4,86,41,320/- exclusive of other charges (at page 117 of the complaint)
10.	Total amount paid by the Complainant	Rs.4,59,99,940/- receipt attached at page 246 of complaint

11.	Payment plan	Time link plan at page 117 of complaint
12.	Occupation certificate	23.06.2017 At page 248 of complaint
13.	Due date of possession	Not required as OC was already obtained prior to the execution of BBA
14.	Offer of possession	16.01.2022 At page of 134 of reply
15.	Possession letter	08.09.2022 At page no 216 of complaint
16.	Conveyance Deed	08.09.2022 At page 221 of complaint
17.	Project handover to RWA	01.10.2022, further MOU executed between R-1 & R-2.
18.	Complaint before AO	2699 of 2025

B. Facts of the complaint: -

3. The complainants have made the following submissions: -

- a. That Complainants, Smt. Chanchal Batra and Shri Neeraj Batra are peace loving and law-abiding citizens of India, who nurtured hitherto an un-realized dream of having their own home in upcoming society with all facilities and standards, situated around serene and peaceful environment.
- b. The grievances of the Complainants relate to Breach of Contract, False Promises, Gross Unfair Trade Practices and Deficiencies in the Services committed by the Respondents in regard to the Villa No. VA - 8 measuring 3887.20 square feet of carpet area purchased by the Complainants after paying their hard-earned money to the Respondent No.1.

- c. That the Respondent No.1, Tata Housing Development Company Limited is the Company duly incorporated under the Companies Act, 1956. The Respondent No.1 is carrying out businesses as builder, promoter and colonizer and is inter alia engaged in development and construction activities. The Respondent No.2, Tata Primanti Residents Welfare Association, is a registered Resident Welfare Association, having its office at Tata Primanti, Sector - 72, Gurugram. The RWA has taken over the project and is currently maintaining the project.
- d. That in the Apartment Buyer's Agreement dated 11th November, 2021, it is stated that on 24th February, 2011, the Respondent No.1, Tata Housing Development Company Limited had entered into a Joint Development Agreement with three companies namely Gurgaon Infratech Private Limited , Ardent Properties Private Limited and Landscape Structures Private Limited to jointly develop the project in the Residential Group Housing Colony by the name of '**Primanti**' in Village Fazalpur Jharsa at Sector - 72, Gurugram, Haryana. The Erstwhile Owners had also executed a Power of Attorney in favour of the Respondent No.1 on 3rd September, 2010 and the Director, Town & Country Planning, Haryana had granted license no. 155 of 2008 dated 14th August, 2008 in favour of Infratech Private Limited and license no. 200 of 2008 dated 8th December, 2008 in favour of Ardent Properties Private Limited and Landscape Structures Private Limited against the total land of 36.25 acres situated at Village Fazalpur Jharsa at Sector - 72, Gurugram, Haryana.
- e. That the Respondent No.1 collected a huge amount from the Complainants from 2021 onwards and kept on promising the Complainants for the delivery of possession of their Villa on time and

in a habitable condition as per the Agreement. The Complainants paid all payable amount, as and when demanded by the Respondent No.1, a total of ₹4,76,16,940/- including TDS amount of ₹4,71,455 for the Villa to the Respondent No.1. Still the Respondent No.1 failed to timely handover the physical possession of the Villa in a habitable condition to the Complainants as per the Agreement. The Villa became habitable after a delay of more than Two years and Four months.

- f. That the Respondent No.1 collected 100% of sale consideration from the Complainants from 2021 and promised the Complainants to hand over the possession of the Villa in a habitable condition. The Complainants, in total, paid a sum of **₹4,76,16,940/-** including TDS amount of ₹4,71,455 way back till year 2021, as and when demanded by the Respondent No.1. Moreover, Respondent No.1 also promised to pay ₹22,26,000/- to the Complainants in respect of pending works of the Villa, which was also not fulfilled by the Respondent No.1.
- g. That the Respondent No.2, Tata Primanti Residents Welfare Association, started charging maintenance charges from the Complainants from September, 2022, even though the Villa was not handed over to the Complainants in a habitable condition. As the Villa was not in a habitable condition, the maintenance charges, charged by the Respondent No.2 are unlawful, illegal and fraudulent. Thus, the amount of maintenance charges paid by the Complainants to the Respondent No.2 must be refunded / returned to the Complainants. Moreover, even though the Villa was not suitable and fit for a person to live in, the Complainants were also forced to pay the electricity charges, illegally, unlawfully and fraudulently charged by the Respondent No.2, even for the period the Complainants were not residing in the Villa.

Thus, the amount of electricity charges paid by the Complainants to the Respondent No.2 must be paid back to the Complainants.

- h. That there are several structural defects in the Villa. But despite various reminders, the Respondent No.1 fails to repair the structural defects in the Villa of the Complainants.

C. Relief sought by the complainants:

4. The complainants have sought following relief:

- a. Direct the Respondent No.2 to refund/return the amount of maintenance paid by the Complainants to the Respondent No.2, Tata Primanti Residents Welfare Association or direct the Respondent No.1 to refund / return the amount of maintenance paid by the Complainants to the Respondent No.2.
- b. Direct the Respondent No.2 to refund / return the electricity charges of amount ₹45,640/- paid by the Complainants to the Respondent No.2 from 8th September, 2022 till 15th January, 2025 or direct the Respondent No. 1 to refund / return the electricity charges paid by the Complainants to the Respondent No.2.
- c. Direct the Respondent No.1 to Pay ₹22,26,000/- to the Complainants as promised by the Respondent No.1, in respect of its incompetency in completion of pending amenities and facilities as mentioned in the Agreement.
- d. Direct the Respondent No.1 to repair the Structural Defects in the Unit.
- e. Direct the Respondent No.1 to pay interest for every month of delay in handing over the possession of the Villa since 8th September, 2022 to the Complainants, on the amount taken from the Complainants towards sale consideration and other charges for the aforesaid Villa,

with interest at the prescribed rate as per the Act, 2016, till handover of actual possession of Villa i.e., 15th January, 2025.

D.Reply filed by the respondent no. 1:

5. The respondent has contested the complaint on the following grounds:
- a. That at the very outset, it is submitted that the instant complaint is untenable both in fact and in law. The Complainants have filed the Complaint with no regard to the law and misrepresented the facts, misleading the Authority.
 - b. That Respondent No. 1 is the developer of the project, namely "Primanti" located in Sector 72, Village Fazalpur Jharsa, Gurugram, Haryana. The project of the Respondent No. 1 comprises of high-rise residential buildings, executive floors, villas, convenient shopping, and apartments for the Economically Weaker Section, Nursery/ Primary School, and community building/clubhouse approved by DTCP vide building approval plan bearing no. Memo No.- ZP-540/AD(RA)/2014/16568 dated 28.07.2014.
 - c. That the Occupation Certificate for the entire project has been received from DTCP vide Memo No. ZP-540/SD(BS)/2016/17731 dated 24.08.2016, Memo No. ZP-540-Vol-II/SD(BS)/2017/14328 dated 23.06.2017, Memo No. ZP-540-VolII/SD(BS)/2018/8490 dated 09.03.2018 and Memo No. ZP-540-Vol-II/JD(RD)/2020/1522 dated 17.01.2020.
 - d. That the Complainants herein approached the Respondent No. 1 seeking allotment of a unit in the project, herein vide Application Form dated 27.09.2021. The Complainants decided to purchase a Villa with the full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the

development of the Land and the Project, and the Respondent No. 1 has completed the development of the Project and received the Occupation Certificate.

- e. That in lieu of the Complainants' assurances to abide by the terms of the allotment, Respondent No. 1 herein allotted a Villa bearing No. VA-8 admeasuring carpet area of 3887.203 sq. ft. in VA Block to the Complainants herein vide Allotment Letter dated 18.10.2021. That thereafter, Apartment Buyer's Agreement was executed between the parties on 11.11.2021. The parties agreed to be bound by the terms and conditions of the Agreement.
- f. That the Builder Buyer Agreement does not specify any due date for possession. In the absence of a stipulated timeline, the standard legal presumption applies, wherein possession is to be handed over within a reasonable period—commonly interpreted as three years from the date of execution of the BBA (i.e., 11.11.2021), which comes out to be 11.11.2024. Therefore, it is justifiable to calculate the due date of possession as three years from the execution date, aligning with prevailing legal norms and judicial precedents governing real estate transactions and consumer protection. The delay in handing over possession is wholly misconceived and contrary to settled law.
- g. That it is essence to note that within 3 months from the date of Allotment and two months of execution of the Agreement, the Respondent No.1 has issued the Offer of Possession Letter dated 16.01.2022 to the Complainants-Allottees. After the physical inspection of the unit, the Complainants took physical possession of the unit on 08.09.2022 and executed the Conveyance Deed dated 08.09.2022, admitting the possession of the unit, to their complete

satisfaction. The conduct and the acts of the Respondent No. 1 have been in complete compliance with the agreed terms and conditions between the Parties

- h. That the project in question has been handed over to the Tata Primanti Residents Welfare Association, the Respondent No. 2 herein, on 01.10.2022, and the Respondents have entered into a Memorandum of Understanding dated 14.06.2022. The Respondents have also executed an Addendum to Memorandum of Understanding dated 08.07.2023, wherein the Respondents have agreed that in full and final settlement, the Respondent No. 1 shall pay the Respondent No. 2, Rs. 98,18,484. That out of Rs.98,18,484/-, Rs. 65,00,000 shall be used for CAM arrears/ adjustments, and the balance shall be spent for expenses for improvement of access and connectivity of the overall betterment of the condominium and its residents. The Complainants were well aware of the same. That with such payments to the Respondent No. 2, and the handover of the project to the RWA, no obligation of the answering Respondent remains, and all rectifications, collection of CAM, etc., are required to be done by the Respondent No. 2 only.
- i. That the Complainants have filed two simultaneous complaints before the Authority and Adjudicating Officer under Section 31(1) of the Act, under which a complaint may be filed either before the Authority or the Adjudicating Officer. The Complainants have simultaneously filed a complaint before the Adjudicating Officer seeking compensation on various heads, in respect to the same unit in the real estate project of the Respondent No.1.

- j. That the Complainants at the time of execution of the Agreement for Sale were well aware that the Respondent No. 1 had obtained all the necessary approvals and received the Occupation Certificate. The fact that the Agreement was executed only after receipt of the Occupation Certificate reflects the Respondent No. 1's scrupulous compliance with statutory and contractual requirements, ensuring that possession was offered lawfully and only after the building was certified as ready for occupation.
- k. That the unit in question was sold on an "*AS IS WHERE IS BASIS*" and the Complainants had completed their due-diligence while purchasing. That the Complainants had verified everything and then booked. Clauses L and R of the Agreement categorically state that Complainants have completed their due diligence before purchasing the said unit. Hence, they cannot raise such allegations at this stage. In legal parlance, an "as is where is" basis means that the purchaser agrees to accept the property in its existing condition.
- l. That the very issuance of an Occupation Certificate is, therefore, a statutory confirmation that the unit is habitable and fit for occupation and that the project has been completed in accordance with sanctioned building plans and statutory norms.
- m. That the possession of the unit has been handed over to the Complainants, and the Parties have already executed the Conveyance Deed on 08.09.2022, which is a registered document. The act of taking over the possession voluntarily and execution and registration of the Conveyance Deed marks the end of the contractual relationship between the parties. The terms and conditions of the Buyer's Agreement are completely satisfied, and

there remains no cause of action to file the complaint. That after the complete satisfaction of the claims of the Complainants, no cause of action remains.

- n. That Respondent No. 1 bears no continuing obligation to maintain the unit beyond a period of five years from the date of receipt of the Occupation Certificate dated 23.06.2017 and after transfer of the project to the RWA.
- o. That the Complainants have sought relief for the repair of the structural defects of the unit; however, the Complainants have failed to prove the same. The Complainants have sought relief of repair of the structural defects of the unit; however, the entire complaint-pleading is silent on what are the structural defects are in the unit. That, in the absence of any pleadings in this regard, no relief can be granted.
- p. That that the Complainants have sought the relief against the Respondent to pay Rs. 22,26,000 to the Complainants in respect of completion of pending amenities and facilities, which, under no circumstances, can be allowed. That the rectifications have been duly carried out by the answering Respondent. That the Respondent No. 1, in their bonafide conduct and without prejudice to their rights and entitlements, had offered the Complainants to amicably settle the issue and proposed to pay Rs. 22,26,000 to the Complainants. However, the settlement had never materialized between the parties, and the settlement deed was not signed between the parties despite the communication and settlement offer made by the Respondent No. 1 to the Complainants. Hence, the Respondent No. 1 is not liable to make payment of any amount to the Complainants.

- q. That after the handing over of the project to the Respondent No. 2, the Respondent No. 1 herein does not have any role in the collection of CAM charges and electricity charges from the allottees. Moreover, it is evident from the statement of account of CAM charges and Electricity Charges annexed by the Complainants in the complaint that the demand for CAM charges and Electricity Charges was being raised by Respondent No. 2.
6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Reply filed by the respondent no.2:

7. Despite giving multiple opportunities to the respondent no. 2, the respondent neither put appearance nor file any reply along with cost imposed. Hence the defence of the respondent no. 2 is hereby struck off vide order dated 25.08.2026.

F. Jurisdiction of the Authority

8. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

F.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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.

F.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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee 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 of 2016 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.

G. Findings on the relief sought by the complainant:

- G.I. Direct the Respondent No.1 to pay interest for every month of delay in handing over the possession of the Villa since 8th September, 2022 to the Complainants, on the amount taken from the Complainants towards sale consideration and other charges for the aforesaid Villa, with interest at the prescribed rate as per the Act, 2016, till handover of actual possession of Villa i.e., 15th January, 2025.

12. In the present matter the complainants purchased a Unit bearing no. Villa no. VA-8, admeasuring 3887.20 sq. ft. in the project "Primanti", Sector 72, Gurugram. The complainants paid an amount of Rs.4,59,99,940/- against the total sale consideration of Rs.4,86,41,320/-. An agreement was executed between the complainants and the respondent on 11.11.2021.
13. In the instant case, the complainants intend to continue with the project and is seeking delay possession charges. However, after perusal of the documents available on record, it is determined that a ready to move in property was offered to the complainants as the occupation certificate of the project in question was duly obtained by the respondent on 23.06.2017 whereas, the unit in question was allotted to the complainants 18.10.2021. Proviso to Section 18(1) of the Act, 2016, provides that in case, the allottee does not intend to withdraw from the project, the promoter is liable to pay interest at the prescribed rate on the amount paid in respect of unit for every month of delay, till the handing over of the possession if it fails to complete or is unable to give possession of the unit in accordance with the terms of the agreement for sale or due to discontinuance of business. However, in the present case, the Authority observes that there is no delay on part of the respondent in offering possession of the unit. Accordingly, no case for delay possession charges is made out under Section 18 of the Act.

G.II Direct the Respondent No.2 to refund/return the amount of maintenance paid by the Complainants to the Respondent No.2, Tata Primanti Residents Welfare Association or direct

the Respondent No.1 to refund / return the amount of maintenance paid by the Complainants to the Respondent No.2.

G.III Direct the Respondent No.2 to refund / return the electricity charges of amount ₹45,640/- paid by the Complainants to the Respondent No.2 from 8th September, 2022 till 15th January, 2025 or direct the Respondent No. 1 to refund / return the electricity charges paid by the Complainants to the Respondent No.2.

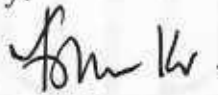
G.IV Direct the Respondent No.1 to Pay ₹22,26,000/- to the Complainants as promised by the Respondent No.1, in respect of its incompetency in completion of pending amenities and facilities as mentioned in the Agreement.

G.V Direct the Respondent No.1 to repair the Structural Defects in the Unit.

14. After considering the documents available on record as well as submissions made by the parties, it is determined that the conveyance deed against the subject unit has already been executed in favour of the complainants on 08.09.2022. The Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainants took the possession of the unit as per the buyer's agreement and got the conveyance deed executed, without any demur, protest or claim. The complainants have neither raised any grievance at the time of taking over the possession or at the time of

execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund/payment of any charges. Also, it is a matter of record that no allegation has been levelled by the complainants that conveyance deed has been got executed under coercion or by any unfair means. The complainants could have asked for the above claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed, the complainants cannot seek any refund/payment of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no relief in this regard can be effectuated at this stage.

15. In view of the above, the present complaint is dismissed being devoid of merits.
16. Complaint as well as applications, if any, stands disposed of.
17. File be consigned to registry.

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026