

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

Complaint no.:	647 of 2026
Date of complaint:	19.02.2026
Date of order:	25.08.2026

Royal Ville Flat Owners Welfare Association
R/o: - Basement Mapsko Royale Ville,
Sector 82, Gurugram

Complainant**Versus**

1. Mapsko Builders Private Limited
Having Regd. Office at: 6th floor, Baani,
Golf Course Road, Sector 56, Gurugram

2. Essence Facility Solutions Private Limited
Having Regd. Office at: 114, Apra North Ex-Plaza,
Netaji Subhash Place Pitampura, New Delhi
110034

Respondents

CORAM:
Sh. Arun Kumar

Chairman

APPEARANCE:
Sakshi Chahar (Advocate)
Sumesh Malhotra (Advocate)

Complainant
Respondent
No.1

ORDER

1. The present complaint has been filed by the complainant/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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottee 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:

S. No.	Particulars	Details
1.	Name and location of the project	"Mapsko Royal Ville" Sector-82-83, Gurgaon.
2.	Project area	17.168 acres
3.	Nature	Residential Group Housing Colony
4.	DTCP license no.	114 of 2008 dated 01.06.2008
5.	Rera Registration	Not Registered
6.	Occupation certificate	30.11.2017 (At page 21 of reply)
		19.12.2018
7.	Completion Certificate	23.10.2019 (At page 24 of reply)
8.	Handover cum settlement agreement between the builder and the association	27.09.2022 (Page 27 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions: -
- That the complainant, i.e., Royale Ville Flat Owners Welfare Association, is the resident Welfare Association of a residential Project MAPSKO Royale Ville, Sector 82-83, Gurugram and registered under Section 9(4)



of the Haryana Registration and Regulation of Societies Act, 2012, on 07.10.2016, vide registration number 2754. That as per Rule 2(1)(c) of the Rules, the complainant falls under the definition of "Association of Allottees" and has rights under the Act.

- II. That the respondent no. 1 M/s Mapsko Builders private limited, a company incorporated under the companies Act 1956 having its registered and corporate office at the above-mentioned addresses and existing under Companies Act 2013, is the developer of the said project. The respondent no. 2, i.e., M/s Essence Facility Solutions Private Limited, is a company incorporated under the Companies Act 1956 having its registered and corporate office at the above-mentioned addresses, was the agency appointed by respondent no. 1 for maintenance of the said project.
- III. That subsequent to the receipt of multiple complaints from various associations of home-buyers pertaining to deficient construction quality, structural defects, and inadequate maintenance, and further considering the partial collapse of the sixth floor of a tower at Chintels Paradiso on 10.02.2022, the W/Deputy Commissioner, Gurugram constituted a SIT under the Chairmanship of Additional Deputy Commissioner, Gurugram and recommended a mandatory structural audit of certain projects within the region. For the said project, the concerned authorities of Office of District Town Planner (Enforcement), Gurugram made a reference to M/s. Bureau Veritas India Private Limited to conduct structural audit.
- IV. That the first phase of the Structural Audit was conducted based on detailed visual inspection for identification of distress features if any. The main aim of this first phase was to evaluate various crucial

checkpoints, overall building maintenance, plastering, leakage, seepage, dampness, and cracks in the foundation, beam, slab, and floor wetness, and the state of water tanks and shafts etc. The report pursuant to the first phase of the Structural Audit was published in October 2022, based on which various distress features were identified.

- V. That this distress features identified in the report submitted after the first phase of said Structural Audit prompted the Office of District Town Planner (Enforcement), Gurugram, on 08.02.2023, to direct a second phase of Structural Audit, to be done by conducting various laboratory tests as recommended by the Structural Audit Agency.
- VI. That the second phase of Structural Audit tests were conducted through non-destructive, semi-destructive testing, laboratory tests, of the structure to assess the quality/strength/chemical parameters of concrete in RC members & root cause for distress, during 16th August to 6th September 2023. That based on the said tests, a detailed report was submitted in October 2023.
- VII. That based on the secondary testing results, the Structural Audit Agency shared recommendations and proposed restoration of distressed areas and gave a tentative bill of qualities. The concise format of the same is given below:

S. no.	Description of Work	Amount
1	Treatment for Seepage/dampness/damp patches in peripheral RC retaining wall.	
a	Surface Preparation	Rs. 2,28,360
b	Drilling and Fixing of Nozzles	Rs 5,43,715



c	Pressure Grouting	Rs 16,31,146
2	Treatment for Crack in RC retaining walls	
a	U groove and sealing the crack	Rs 39,148
b	Drilling and Fixing of Nozzles	Rs 1,63,115
c	Pressure Grouting	Rs 2,93,606
3	Polymer modified mortar Treatment for severely & moderately distressed RC members and inadequate cover regions of RC members	
a	Surface Preparation	Rs 2,28,360
b	Additional Steel fabrication	Rs 1,04,393
c	Anti-corrosive treatment	Rs 97,869
d	Corrosion inhibitor	Rs 3,91,475
e	Weld Mesh Fabrication	Rs 2,93,606
f	Polymer modified mortar	Rs 11,09,179
g	Supports	Rs 1,82,000
4	Treatment for Distressed Sunken slab	
a	Surface Preparation	Rs 2,29,536
b	Water Proofing Coating	Rs 2,48,664
c	Plastering	Rs 3,06,048
d	Sunken Filling	Rs 17,215
e	Flooring	Rs 87,224
5	Shear Connectors	
a	Shear Connectors	Rs 3,34,374
	TOTAL	Rs 65,29,034

- VIII. That it is pertinent to note that the Haryana Real Estate (Regulation and Development) Rules, 2017 came into force from 28.07.2017 and the project received the Completion Certificate in 23.10.2019, hence it was obligated to be registered under the Act in accordance with proviso of Section 3 of the Act, however the respondent no. 1 has failed to register the said project with the Authority, in complete disregard to their statutory obligation.
- IX. That as per Section 14(3) of the Act, in case any structural defect is brought to the notice of the promoter within a period of five years from the date of handing over of 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, i.e., the complainant in the present case, is entitled to receive appropriate compensation in the manner as provided under this Act. That the cost of such rectifications has been highlighted in the Structural Audit Report - October 2023, to be around Rs. 65,29,034/- which is payable by the respondent to the complainant herein.
- X. That respondent no. 1 has handed over the possession of the common areas and other areas to the complainant only on 27.09.2022 by executing a Handover Agreement between the parties and the defects were brought to the notice of respondent no.1 in October 2023, hence within the time period of five years from the date of handing over of possession.
- XI. That even in the above-mentioned Handover Agreement, the respondent had agreed to complete certain structural/ repair work in

the said project, as per the timelines decided in the said Handover Agreement however the respondent has failed to even adhere to that.

- XII. That prior to the handover of the common area and maintenance of the said project, respondent no. 1 had engaged respondent no. 2 to carry out regular maintenance and repair of the said project. That respondent no. 2 charged the allottees monthly maintenance charges for the up-keep of the project, however inspite of this, respondent no. 1 and respondent no. 2 failed to maintain or rectify the severe defects pointed out in the Structural Audit Report.

C. Relief sought by the complainant:

4. The complainant has sought following reliefs:
- Direct the respondent to rectify the structural and other defects highlighted in the Structural Audit Report-October 2023 for the said project within a reasonable time period.
 - Direct the respondent to compensate the complainants equivalent to the amount mentioned in the structural audit report-October 2023 i.e, Rs. 65,29,034/- along with interest from the date of structural audit report -October 2023.
 - Direct the respondent to compensate/reimburse the complainant for any cost incurred for rectification of any defect in the project, pointed out in the Structural Audit Report.

D. Reply by respondent no.1:

5. The respondent no. 1 has contested the complaint on the following grounds:
- That the captioned complaint has been preferred by the complainant on purported grounds against the respondent, seeking *inter-alia* rectification of the alleged structural and other defects highlighted in

the Structural Audit Report-September 2023 (wrongly stated as Structural Audit Report-October 2023 in the complaint) for the project, compensation equivalent to the amount mentioned in the Structural Audit Report-October 2023, i.e., Rs. 65,29,034/- along with interest from the date of Structural Audit Report- September 2023 and further compensation/reimbursement for any cost incurred for rectification of any defect in the project.

- II. That the complaint pertains to the residential project named MAPSKO Royale Ville situated at Sector 82-83, Gurugram which was developed respondent no. 1. The project was granted occupation certificate by DTCP on 20.07.2017 vide memo no. 17333 and 30.11.2017 vide memo no. 30687. Further, DTCP granted completion certificate for the project on 23.10.2019 vide memo no. LC.1659/Asstt. (AK)/2019/26192.
- III. That it is respectfully submitted that the Ld. Authority does not have proper jurisdiction to adjudicate the present complaint and allow compensation under Section 14 of the RERA Act, as sought by the Complainant in the present complaint. The provisions of the RERA Act, particularly Section 71 (Power to adjudicate) explicitly states that application for adjudging compensation shall be made to the adjudication officer appointed by Ld. Authority and the adjudicating officer shall adjudge compensation under Section 12, 14, 18 and 19 of the RER Act. Thus, the complainant has wrongly and on false pretence filed the present complaint before the Ld. Authority, in order to mislead the Ld. Authority and squander and waste the time and resources of this Ld. Authority. Hence, the present complaint is liable to be dismissed on this ground alone.

- IV. That in the present complaint, the complainant has referred to the findings of the Structural Audit Report-September 2023 and sought compensation equivalent to the amount mentioned in the said Structural Audit Report. It is pertinent to note that OC for the project was received in the year 2017 and soon thereafter possession was handed over by the respondent no. 1 to the allottees by July, 2017. That under Section 14 (3) of the RERA Act, the promoter is liable to rectify any structural defect brought to the notice of the promoter within 5 years from the date of handing over the possession. Thus, it is submitted without admitting the false averments made by the complainant in the present complaint that respondent no. 1 is not liable to rectify the defects, if any, set out in the Structural Audit Report-September 2023 as the date of findings exceeds the promoter's/respondent no. 1's liability period of 5 years from the date of handing over possession. Hence, the present complaint is not maintainable against respondent no. 1 and is liable to be dismissed.
- V. That the respondent no. 1 had handed-over the operation, management and maintenance of the project to the complainant vide execution of handover cum settlement agreement dated 27.09.2022 pursuant to which complainant was solely responsible for operation and maintenance of the common area and facilities of the project and all legal and statutory compliances thereof, as categorically set out in Clause 13 of the Handover Agreement.
- VI. That the structural audits were carried out by Bureau Veritas India Private Limited only after the handover of the project to the complainant, i.e. October'2022 and October'2023, and thus, the complainant was solely responsible for maintenance of the project

and any adverse findings of the audit pertaining to the project. Therefore, it is abundantly clear that the present complaint has been filed by the complainant with a malafide intention to wrongly shift the responsibility and liability of the complainant to the respondents and wash its hands off from any liability emanating from the findings of the Structural Audit Report-October 2023.

- VII. That in terms of the Handover Agreement executed between the parties, it is expressly provided that the remedy available to the complainant for resolution of any dispute, difference, or claim arising out of or in connection with the subject matter lies strictly within the ambit of Clause 23 of the said Agreement. The said clause clearly stipulates the agreed mechanism for dispute resolution, which is binding upon the parties. The complainants are contractually obligated to invoke and exhaust the remedies as provided under the aforesaid clause, and any recourse taken dehors the agreed mechanism is premature, misconceived, and not maintainable in law. The parties having consciously agreed to the said dispute resolution framework are bound by the same, and cannot be permitted to bypass or circumvent the contractual stipulations.
- VIII. That it is important to bring into light the undertakings made by the complainant in the Handover Agreement. Under the Handover Agreement, the complainant had explicitly undertaken to be responsible for the operation and maintenance of the project under Clause 13. Further, under Clause 11 the company had undertaken to carry out certain work set out in Annexure 16 of the Handover Agreement. The company had complied with its responsibility set out in Clause 11 and Annexure 16 by carrying out all action items. Under

Clause 11, the complainant confirmed and undertook that upon due compliance by respondent no. 1, respondent no. 1 shall not have any obligation towards the complainant and the complainant shall not raise any issue/dispute against the respondent no. 1. Further, under Clause 16 of the Handover Agreement the complainant agreed to indemnify the respondents from and against all claims, demands, actions, proceedings, losses which arises subsequent to the execution of the Handover Agreement against the respondents. The complainant further agreed that only claims, demands, actions, proceedings, losses, damages, etc. which arose prior to execution of the Handover Agreement shall be borne by the respondent no. 1. The complainant is therefore barred by law of estoppel from raising any issue/dispute against the respondent no. 1 before the Ld. Authority or any other forum, and has wrongly filed the present complainant before the Ld. Authority.

- IX. That the compliances set out in Annexure 16 of the Handover Agreement, have been successfully carried out and completed by the respondent no. 1 and was duly communicated to the complainant. Further, vide letter dated 14.04.2023, the respondent no. 1 also intimated the complainant about the status of compliances. That the details of the compliances carried out by the respondent no. 1 in accordance with Annexure 16 are detailed in the compliance report.
- X. That the complainant has marred the present complaint under reply with misrepresentations and false averments against the respondent no. 1. The complainant has falsely stated that as per findings of the Structural Audit Report- September 2023, there exists structural defects in the project. However, as is evident from Concluding

Remarks of the Structural Audit Report-September 2023, the findings of the auditor were satisfactory and the distress in the structure, primarily attributed to corrosion, leakages and seepages as well as lack of regular maintenance. The Report further stated that the distress was functional-related and highlighted that even after the implementation of the recommended remedial measures, periodical maintenance would be mandatory.

6. The respondent/promoter no. 2 has not put in appearance. Despite giving specific directions to file reply, it has failed to comply with the orders of the authority. It shows that the respondent is intentionally avoiding filing of the written reply. Therefore, the defence of the respondent no. 2 i.e M/s Essence Facility Solutions Private Limited is hereby struck off for not filing reply.
7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents as well as submissions made by the parties.

E. Jurisdiction of the Authority

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

E.1. 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.

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.

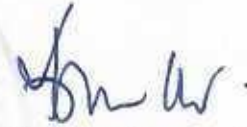
11. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Maintainability of complaint

12. The present complaint has been filed by the complainant-association stating, inter alia, that a Structural Audit of the project was conducted by carrying out various tests, including non-destructive and semi-destructive tests as well as laboratory tests, with a view to assessing the quality, strength and chemical parameters of the concrete used in the reinforced concrete (RC) members and to ascertain the root cause of the distress observed in the structure.

13. The complainant-association has further submitted that, in view of the findings recorded in the Structural Audit Report, it is entitled to receive appropriate compensation. It was also stated that the cost of the rectification works, as indicated in the Structural Audit Report, is Rs. 65,29,034/-, which, according to the complainant-association, is liable to be borne and paid by the respondent.
14. The Authority has considered the submissions made by the parties and perused the material available on record. It is evident from the record that the Occupation Certificates in respect of the project were granted on 30.11.2017 and 19.12.2018, whereas the Completion Certificate in respect of the project was issued on 23.10.2019. The present complaint has been filed by the complainant-association on 19.02.2026, which is more than five years.
15. Under 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 provisions of services that are brought to their notice by the allottee within five years from the date of possession.
16. The Authority is of the view that in the present matter, the provisions of Section 14(3) are not attracted as the last Completion Certificate for the project was issued more than 5 years ago.
17. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights.*" Law will not assist those who are careless of his rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.

18. Accordingly, in view of the facts and circumstances of the present case and the statutory scheme of Section 14(3) of the Act, 2016, the reliefs sought by the complainant-association, the present complaint is not maintainable before this Authority. Hence, the present complaint is dismissed being not maintainable. However, the complainant is at liberty to file a fresh complaint before the Adjudicating Officer for the aforesaid reliefs.
19. Complaints as well as applications, if any, stands disposed of accordingly.
20. File be consigned to the registry.



(Arun Kumar)
Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 25.08.2026

HARERA
GURUGRAM