BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**4879 of 2025**
First date of hearing:		**18.11.2025**
Date of decision	**:**	**11.08.2026**

Righter Welfare Association
Address: - Apartment no. 206, Tower C, Dwarka Expressway, Gurugram — **Complainant**

Versus

M/s Sepset Proprties Pvt. Ltd.
Address:- Room No. 205, Welcome Plaza, S-551, School, Block-II, Shakarpur, Delhi-110092 — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**

APPEARANCE:
Sh. Suhit Jain — **Counsel for Complainant**
Sh. Dhruv Rohtagi — **Counsel for Respondent**

ORDER

1. That the present complaint has been filed by the complainant/association of allottee 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 allottee as per the agreement for sale executed inter se parties.

A. Unit and project related details

2. The particulars of project details, date of environment clearance, date of revised building plan, date of Occupation Certificate and date of completion certificate have been detailed in the following tabular form:

S. No.	Particulars	Details	
1.	Name of the project	"Paras Dews", Sector- 106, Gurugram	
2.	Nature of project	Group Housing Colony	
3.	RERA registered/not registered	Registered 118 of 2017 dated 28.08.2017	
4.	DTPC License no.	61 of 2012 dated 13.06.2012	
	Validity status	12.06.2020	
	Name of licensee	Sepset Properties	
	Licensed area	13.76 acre	
5.	Association registered or not registered	Righter welfare Association is registered under registration No. HR/018/2024/02514	
6.	Environment clearance	06.09.2013 (taken from another file CR/8046/2022 decided on 21.12.2023)	
7.	Revised building plan	07.10.2016 (page 14 of complaint	
8.	Occupation certificate	15.01.2019	Tower A to D EWS block A to EWS Block E
		26.04.2023	Tower Eto F Nursery School, Basement 1 & 2 (below tower E & F) Stilt, Machine Room
		17.09.2024	Commercial-2 (Ground floor)

9.	Conveyance deed	23.10.2020, 27.06.2023, 19.02.2020, 19.12.2023
10.	Completion certificate	16.02.2026

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

i. that the respondent has developed the said group housing complex on the parcel of land admeasuring approx.. 13.762 acres situated in Sector 106 at Village Daultabad, Thsil & District Gurgaon, Haryana. The respondent was granted development license no. 61 of 2012 dated 13.06.2012 under the Haryana Development and Regulation of Urban Area Act 1975, duly renewed till 12.06.2025.

ii. that the sanction layout comprises six towers along with associated infrastructural facilities, including two levels of basement parking. The respondent has executed deeds of declaration under the provisions of the Haryana Apartment Ownership Act, 1983 vide vasika dated 04.04.2019, vasika dated 26.04.2023 and vasika datd 17.09.2024 registered before the office of the sub-registrar, Kadipur, Gurugram. Despite issuance of OC on 15.01.2019, 26.04.2023 and 17.09.2024, the respondent continues to flout the binding provisions of the Act and related rules.

iii. That the respondent has also illegally occupied the community building collectively owned by the flat buyers and has been illegally running profit generating club house on the community building.

iv. That the contrary to legal requirements, the respondent has failed to adhere to the terms of the zoning plan as sanctioned by the DG, TCP.

Some violations, including those that are life threatening, are listed here as under

a. The inter se distance between building blocks is less than 20 feet instead of minimum distance of 16 meters stipulated under clause 4 of the zoning plan. This is a potential hazard for rescue operations, evacuation and maneuvering of fire tenders and emergency vehicles.

b. There is no fire tender road near tower A, which is a critical fire safety hazard and poses a grave risk in the event of an emergency. It is deeply concerning that the respondent has managed to obtain a no objection certificate from the fire department despite such glaring non-compliance.

c. As per cl. 6 of the zoning plan, the respondent is required to construct boundary wall, railings or their combination, hedges or fences along with gates and gate posts. However, the respondent has failed to construct boundary on the length marked "10-11" in the final layout plan. In fact, recently there have been several instances where several unscrupulous sections of society exploited the lack of boundary walls and fencing to create severe law and order situation for the residents. The situation could be brought under control only after taking assistance from the local administration. The respondent has still not resolved the issues. Rather, the respondent has ensured to let this situation to continue. to leave a legacy of future litigation upon the homebuyers.

d. The respondent has squeezed the per-car parking area to 10 sq. m. from mandated area (under Cl. 9) of 35 sq. m. for basement parking, 30 sq. m. for stilt parking and 25 sq. m. for open parking. The respondent has illegally sold the resulting left-over space as

additional car-parking slots to willing home-buyers for a price of Rs. 2,00,000/- per slot. In order to abet this illegality, the respondent has willfully omitted to specify the area measurement of car parking space in the conveyance deeds.

e. Cl. 16 of the zoning plan prohibits the respondent from using basement space for commercial or storage purpose. The space can be used only for parking and ancillary services of the main building, if they satisfy the public health requirements. However, the respondent has constructed Facility Office, which is being exclusively used by the respondent.

f. Cl. 19 of the zoning plan stipulates that the respondent shall make provision for solar water heating system, which shall be operational in cach building block before applying for occupation certificate. There are 06 Towers and 06 EWS Blocks in the project but the respondent has failed to provide solar water heating system in any of them. It is shocking to know that the authorities have granted occupation certificate to the respondent despite violation of the mandatory condition stipulated in the zoning plan.

g. As per the approved plans, the respondent was required to provide for a proper drainage system and to connect the same with the MCG maintained external drainage system. However, the respondent has failed to do the same and all the sewage water is being disposed on the nearby barren land by way of fire hose reel operating round the clock. As a result, the nearby vacant lands have become a breeding heaven for mosquitos causing severe health risk to all the inhabitants. As per norms, the respondent was required to install CETP whereas the respondent has installed STP which also is being mismanaged by

the respondent because they are using polyelectrolyte and hydrochloric acid as dosing agent thereby making the sludge hazardous and harmful. The respondent is disposing the affluent on the nearby areas in the open thereby poisoning the ground water.

v. That contrary to legal requirements, the Respondent/Promoter has failed to adhere to building regulations thereby posing life-threatening risks to the residents. Some violations are listed here as under:

a. The use of sub-standard construction materials and poor workmanship is particularly nuanced in Tower D where it is visible even to the naked eye. The respondent has repeatedly made cosmetic changes without addressing the real issues. The test reports have not been made public, however, since then, the respondent has awarded tenders for making structural corrections to Tower D. The site photographs and the eventual tender released by the respondent for making structural changes are clear evidence of poor workmanship. In the aftermath of the fateful incident at Chintels Society, the District Administration, Gurugram has identified 'Paras Dews' as potential candidate facing similar risks. The District Administration, Gurugram has requested the respondent to deposit fees so that structural audit can be carried out but the respondent has failed to pay any heed.

b. The respondent has constructed three levels of basement parking but the quality of construction is so poor that two levels of the basement parking become completely submerged into rainwater during monsoons. The flow of groundwater is so torrential that it flows right through the basement walls as heavy streams of water. In other seasons, the basement walls remain replete with seepage.

c. Even the quality of construction within the flats is deplorable. There have been innumerable incidents where the roof and other structures have fallen off and caused injury to the residents.

d. There have been several incidents where the lifts have virtually fallen into a free fall. Even thereafter, the lifts continue to malfunction and the occupants of the lift are left stranded / stuck in the lifts for several hours.

vi. That contrary to legal requirements, the respondent has failed to perform many obligations listed under the agreement for sale, some of which are listed here as under:

a. The respondent had promised to provide state-of-the-art swimming pool facility. Whereas the swimming pool constructed by the respondent has major leakage and the respondent has not been able to obtain necessary approvals from the competent authorities.

b. The complainant has paid Rs. 2,00,000/- to the respondent as one-time charges for club house membership. Likewise, other home-buyers too have paid Rs. 2,00,000/- each to the respondent as one-time charges for club house membership. Whereas, the respondent has failed to construct any club house. Rather, the respondent has been illegally occupying the community building and running club house from the community building. Moreover, the respondent has been illegally demanding and collecting Rs. 1665/- as monthly charges excluding GST for club house from each home-buyer. It is pertinent to mention that as per cl. 15 of the zoning plan read with the provisions of the registered deed of declaration dated 04.04.2019, the community building is part of the common area facility, which is jointly and inseparably owned by all the home-buyers in proportion

to their flat-size. Thus, the respondent has no ownership or possessory or other right in the community building. The respondent is an illegal occupant of the community building and it has been illegally operating club house over the community building and charging monthly usage from the homebuyers. The respondent has collected Rs. 2,00,000/- from each homebuyer and it has failed to make provisions for club house.

c. The respondent has left the western side of the group housing complex uncovered which opens up to an existing cremation ground.

vii. That contrary to legal requirements, the respondent has does not have clear title free from encumbrances or rights or interests of other parties over the project land:

a. The residents have recently learnt that the tract of land adjoining the boundary length marked as "10-11" in the final layout plan does not have any approach/access from the main road. The project land completely blocks the access for the owner/user of the said tract of land. The respondent has never disclosed this fact to the home-buyers. Presently, the respondent has raised a temporary shed on the boundary to assuage the said owner/user/villager to allow ingress into the project land. The respondent should have resolved this issue prior to launching the project, particularly at the time of demarcation of project land. The respondent is silently biding its time and hoping to leave this legal issue as legacy to the residents.

b. Similarly, there is another tract of land belonging to another private party. This tract of land is completely abutted by the boundaries of project land and is marked as "14-15-16-17" in the final layout plan. This tract of land also does not have any approach/access. Presently,

this tract of land is vacant and possibly, the respondent has some understanding with its owner. In future, the owner of this tract of land is bound to seek access/approach from the homebuyers.

c. The respondent has failed to resolve these issues. The respondent has failed to provide clear title of the project lands so as to ensure that the same are available to the homebuyers for their exclusive enjoyment and possession. The respondent has created access passages for these villagers from within the internal roads of the group housing colony. As such, these villagers hold an interest in the title/possession/use of the project land that has been intentionally left open by the respondent. This is a clear violation of S. 4(2)(1) of the RERA Act.

viii. That the respondent is ignorant towards the legitimate and humanitarian rights of the residents; and the respondent is bent upon flouting all norms imposed by law. The extent of influence available at the respondent's disposal is self-evident from the fact that it has been able to obtain OC not once but thrice despite vicious violations of law.

ix. That having no other option, the complainant is present before the Hon'ble Tribunal to seek resolution of the life-threatening grievances of the residents. The complainant prays that this Hon'ble Tribunal may kindly take suo-motu cognizance against the respondent and punish the respondent to set proper precedent for others.

C. Relief sought by the complainants

4. The complainants have sought following relief(s).

i. Direct the respondent to facilitate constitution and registration of a duly formed association of allottees, and to execute the conveyance deed for all common areas in favor of such association, in accordance with Section 11(4)(a) read with Section 19(1)(g) of the Act.

ii. Direct the respondent to rectify deviations from sanctioned layout and building plans, including reinstatement of fire safety norms, restoration

of boundary infrastructure, and removal of unauthorized constructions in conformity with Section 14(1), Section 14(2), and the approved zoning plan.

iii. To recommend to the Directorate of Town and Country Planning, Haryana that the Occupation Certificates dated 15.01.2019, 26.04.2023 and 17.09.2024 granted to the respondent be re-evaluated in view of documented structural and regulatory breaches as annexed herein.

iv. To order refund of ₹2,00,000/- per buyer collected towards club house membership fees, which remain unfulfilled, and further direct the respondent to cease monthly levy of ₹1,665/- from residents for use of the community building in violation of Section 11(4)(a) and the agreement for sale.

v. To award suitable compensation for breach of statutory and contractual obligations, including safety exposure, denial of promised facilities, and loss of exclusivity over project amenities.

vi. Direct the respondent to refund amounts collected for parking slots that do not conform to minimum spatial standards specified under the zoning plan and agreement for sale, and to regularize any such sale transactions in conformity with planning norms and statutory dimensions.

vii. Direct the respondent to disclose the existence, scope, and legal basis of any ingress or easement granted to adjoining plot owners over project land, particularly tracts marked "10-11" and "14-15-16-17", and to submit revised layout and title filings under Section 4(2)(1) for regulatory review.

viii. Declare that the respondent has breached its obligations under Section 4(2)(1), Section 11(4)(a), and Section 19(10) by suppressing material facts relating to third-party access over common roads and failing to preserve exclusive enjoyment of project amenities.

ix. Restrain the respondent from granting any further permanent ingress or constructing any structural passage for access to adjoining plots through the internal roads of the project, unless: a) Prior written consent of two-thirds of allottees is obtained, b) Revised layout and building plans reflecting such access are sanctioned by DTCP, and c) Supporting title documents or easement deeds are placed on record before this Hon'ble Authority.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondents

i. That the captioned complaint is liable to be dismissed for the reason that the complainant has not approached the Authority with clean hands. As detailed herein below that the complainant is guilty of concealment and misrepresentation of facts and has twisted the facts in a manner so as mislead the Authority.

ii. That the present complaint is not maintainable in law or on facts. The present complaint is not maintainable before the Authority. The complainant has filed the present complaint seeking various reliefs, which are infructuous and/or are beyond the powers of the Authority.

iii. That the present complaint is also not maintainable for the reason that the same is self-motivated at the behest of only a handful of alleged members of the so-called complainant association. The complainant has annexed a list of its alleged members at Page 83 to 89 of the complaint, which purportedly show a total of 266 members. However, the present complaint has been filed at the purported behest of only alleged 31 members, the list of which is annexed at page 50 to 51 of the complaint. Clearly there is alleged consent of hardly 1/9th of the purported members of the association, which is much less the majority and hence, the present complaint on behalf of self-motivated and self-serving purported members in minority, is not maintainable. There is no voting conducted amongst the members to have a consensus on proceeding to file the present complaint. The society/association of owners can maintain any action, only if there is a will of the majority, which in the present complaint is clearly missing. The present complaint is liable to be dismissed on this ground alone.

iv. That the present complaint is also not maintainable, as the same is pertaining to issues, seeking reliefs, much beyond, as have been authorized by the handful of members. It needs to be noted that the complainant has, in total sought a total of 15 Reliefs and 8 interim reliefs, while a perusal of the alleged "Member Declaration Template" filed by the complainant at annexure C-3, would show that the purported members had merely given their grievances only in respect of 4 alleged issues. Clearly, the complainant has gone beyond the scope and powers, as may have been given to it by the purported members.

v. That the present complaint is not maintainable at the behest of the complainant as the complainant is not an association of allottees as defined under the Act and the Rules. Section 31 of the Act provides that a complaint may be filed by any aggrieved person. For the purposes of sub section (1) of Section 31, "person' includes an association of allottees or a voluntary consumer association registered under any law for the time being in force. However, the complainant has intentionally refrained from placing on record the list of its so-called members and the details of the units allegedly owned by them and whether or not such members have filed their Declarations under Section 5 of the Haryana Apartment Ownership Act, 1983 or have conveyance deeds /sale deeds registered in their favour, which is an essential prerequisite for membership of the complainant association in accordance with its bye laws. Section 31 and Rule 2(c) are reproduced hereinbelow for ready reference.

vi. That the present complaint, at the behest of the "Righter Welfare Association" is not maintainable. It is submitted that the respondent, in compliance of its obligations under the Haryana Apartment Ownership

Act as well as under the Real Estate (Regulation and Development) Act, 2016, had constituted an Association of Apartment Owners and got the same registered with the District Registrar of Firms and Societies. The said Association was formed in the name of "Paras Dews Group Housing Condominium" and was got registered vide Registration bearing No. 02615 of 2022 on 15.12.2022, prior in time to the Complainant association. There cannot be more than one association of members, having similar aims and objections, at the same condominium. The recognition and validity of the complainant is under question and having learned of its existence, the respondent hereby reserves its right to take suitable legal action seeking cancellation of the complainant association.

vii. The present complaint is also not maintainable due to non-joinder of proper and necessary parties. "Paras Dews Group Housing Condominium" is a Society, registered prior in time to that of the Complainant Association and ought to be a proper and necessary party to the present Complaint. The said action is further required in view of the fact that out of so called 266 members, only a handful of 31 members have purportedly agreed to bring the present action, which clearly raises a doubt and suspicion on the bonafides of the complainant association.

viii. That it needs to be highlighted that the members of the complainant are also the members of the "Paras Dews Group Housing Condominium". Owing to the resignation of the Governing Body of the "Paras Dews Group Housing Condominium" on 11.08.2023, a letter dated 19.05.2025, to the District Registrar was written for appointment of an Adhoc Committee and conduct of fresh elections. Vide Order dated 18.07.2025, the District Registrar appointed an Adhoc Committee to conduct fresh elections, wherein, 5 members including a Convener were appointed. The elections

were held on 12.10.2025 and the new governing body of "Paras Dews Group Housing Condominium" has already come into place. It needs to be highlighted that Mr. Ashok Dutta, the President of the complainant association, is also the President of "Paras Dews Group Housing Condominium". There is a total of 285 members in the "Paras Dews Group Housing Condominium", while only 266 members in the complainant association.

ix. That the individual allottees of the project had got executed the conveyance deed of their respective apartments, wherein they had accepted and undertaken to be a part the association constituted by the Respondent under the Haryana Apartment Ownership Act, 1983 and the Haryana Registration and Regulation of Societies Act, 2012.

x. That until and unless the issue of existence of a validly constituted and duly elected Association of apartment owners of the project and its Governing Body is determined by the District Registrar, Firms & Societies, Gurugram, after giving due opportunity of hearing to the Respondents, the present complaint cannot be heard or decided by the Authority.

xi. That the present complaint is barred by limitation. It is submitted that the complaint, seeks rectification of alleged deviations of the layout plans sanction in the year 2016, review and challenge to the Occupation Certificate dated 15.01.2019, refund of club membership charges, refund of car parking charges etc. The present Complaint has been filed as late as on 19.09.2025, which is clearly barred by delay and latches, in view of the various dates as mentioned above.

xii. That the present complaint seeking refund of certain charges towards Club membership and car parking charges and DPC, more particularly

reliefs no. (iv) and (vi) is also not maintainable in a joint complaint of an association. The said charges are individual in nature and cannot be sought as a relief to RWA.

xiii. That the complainant is not an "aggrieved party" or "allottee" as defined under the Act but are investors who had admittedly booked the unit as a speculative investment in question in order to realise quick profits from its resale.

xiv. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the application form, allotment letter and the buyer's agreement, as shall be evident from the submissions made in the following paras of the present reply. The respondent craves leave of the Authority to refer to and rely upon the terms and conditions set out in the aforesaid documents in detail at the time of the hearing of the present complaint, so as to bring out the mutual obligations and the responsibilities of the respondent as well as the complainant.

xv. That the present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint can only be adjudicated by the Civil Court. The present complaint deserves to be dismissed on this ground alone.

xvi. That the law of equity and justice cannot allow such complainant to reap benefits of such opportunistic attitude and will strive for balance of

rights of both the parties at dispute. The Authority should not allow the complainant to mislead the Hon'ble Authority and to misuse Real Estate (Regulation and Development) Act, 2016 for harassing the builder. Despite the utter failure of the complainant in fulfilling the obligations, the Respondent has always showed exemplary conduct.

xvii. That the respondent has acted strictly in accordance with the terms and conditions of the agreement between the parties. There is no default or lapse on the part of the respondent. The allegations made in the complaint inter-alia that the respondent has failed to comply with the obligations under the agreement or the Act. There is no default or lapse in so far as the respondent is concerned. The allegations levelled by the complainant are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold. Without prejudice to the aforesaid preliminary objections and the contention of the respondent that unless the question of maintainability is first decided, the respondent ought not to be called upon to file the reply on merits to the complaint, this reply is being filed by way of abundant caution, with liberty to file such further reply as may be necessary, in case the complaint is held to be maintainable.

xviii. That the all the facts and submissions set out in the complaint are incorrect, and are denied as if the same are specifically set out herein and traversed, except those which are specifically admitted herein. Further, the contents of the preliminary objections, set out hereinabove, should be deemed to be incorporated in reply to all paras of the complaint as well as in reply to the list of dates.

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. 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.IISubject-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 complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I Direct the respondent to facilitate constitution and registration of a duly formed association of allottees, and to execute the conveyance deed for all common areas in favor of such association, in accordance with Section 11(4)(a) read with Section 19(1)(g) of the Act.

F.II Direct the respondent to rectify deviations from sanctioned layout and building plans, including reinstatement of fire safety norms, restoration of boundary infrastructure, and removal of unauthorized constructions in conformity with Section 14(1), Section 14(2), and the approved zoning plan.

F.III To recommend to the Directorate of Town and Country Planning, Haryana that the Occupation Certificates dated 15.01.2019, 26.04.2023 and 17.09.2024 granted to the respondent be re-evaluated in view of documented structural and regulatory breaches as annexed herein.

F.IV To order refund of ₹2,00,000/- per buyer collected towards club house membership fees, which remain unfulfilled, and further direct the respondent to cease monthly levy of ₹1,665/- from residents for use of the community building in violation of Section 11(4)(a) and the agreement for sale.

F.V To award suitable compensation for breach of statutory and contractual obligations, including safety exposure, denial of promised facilities, and loss of exclusivity over project amenities.

F.VI Direct the respondent to refund amounts collected for parking slots that do not conform to minimum spatial standards specified under the zoning plan and agreement for sale, and to regularize any such sale transactions in conformity with planning norms and statutory dimensions.

F.VII Direct the respondent to disclose the existence, scope, and legal basis of any ingress or easement granted to adjoining plot owners over project land, particularly tracts marked "10-11" and "14-15-16-17", and to submit revised layout and title filings under Section 4(2)(1) for regulatory review.

F.VIII Declare that the respondent has breached its obligations under Section 4(2)(1), Section 11(4)(a), and Section 19(10) by suppressing material facts relating to third-party access over common roads and failing to preserve exclusive enjoyment of project amenities.

F.IX Restrain the respondent from granting any further permanent ingress or constructing any structural passage for access to adjoining plots through the internal roads of the project, unless: a) Prior written consent of two-thirds of allottees is obtained, b) Revised layout and building plans reflecting such access are sanctioned by DTCP, and c) Supporting title documents or easement deeds are placed on record before this Hon'ble Authority

11. The complainant association states that the respondent-developer failed to fulfil its statutory and contractual obligations under the RERA Act, 2016, and the builder-buyer agreements by not completing the promised common areas, amenities, and essential infrastructure in accordance with the sanctioned plans. It is further alleged that the developer neglected maintenance, failed to rectify construction defects, continued collecting maintenance charges, and failed to transfer the management, conveyance of common areas, and requisite documents to the association. Accordingly, the complainant seeks directions for completion of pending works, rectification of defects, and compliance with the applicable legal and contractual obligations.

12. The respondent states that the complainant is not maintainable as the complainant has concealed material facts, misrepresented the case, and sought reliefs beyond the jurisdiction of the Authority. The respondent states that the complaint has been filed by only a small minority of members without the consent of the majority, exceeds the authority granted by those members, and has been instituted in the name of an association that allegedly does not qualify as a valid association of allottees under the applicable laws. It further contends that an already registered association, **Paras Dews Group Housing Condominium**, is the legitimate body representing apartment owners, making the complainant association's

claims unsustainable. The respondent also submits that the complaint is barred by limitation, involves issues that require adjudication by a civil court rather than summary proceedings before the Authority, and seeks reliefs such as compensation and individual refunds that cannot be granted in a collective complaint by an association. It relies on statutory provisions and previous judicial decisions to argue that the complainant lacks locus standi, is not an aggrieved party as contemplated under the law, and has failed to identify any actual violation of the Real Estate (Regulation and Development) Act, 2016.

13. After consideration of all the facts and circumstances, Authority is of view that the complaint raises issues regarding the complainant association's locus standi, its authority to claim individual reliefs, and the jurisdiction of this Authority. The claims for refund of club house membership charges of Rs.2,00,000/- per buyer, parking charges, and compensation for individual losses arise from the respective agreements and payment records of the allottees. In the absence of proper authorisation from the affected allottees, the association cannot automatically claim such individual monetary reliefs on their behalf. The objection regarding the registration of another body, namely Paras Dews Group Housing Condominium, also requires examination of the relevant registration documents and resolutions.

14. The prayers for cancellation or re-evaluation of the Occupation Certificates dated 15.01.2019, 26.04.2023 and 17.09.2024, enforcement of zoning rules, fire safety compliance, and removal of unauthorised constructions primarily fall within the jurisdiction of the competent planning, local and fire authorities. This Authority cannot exercise powers beyond those conferred by the RERA Act, 2016, and the complainant may approach the appropriate

authorities for such reliefs. In view of the above, the present complaint is not maintainable and same is hereby dismissed.

15. Complaint stands disposed of.

16. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
11.08.2026

HARERA
GURUGRAM