BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM

Complaint No.1407-2025
Date of Decision: 12.10.2026

1. Virender Kumar Singh S/o Mahaveer Singh, 2. Renu Chaudhary W/o V. K. Singh, 3. Sanyam Singh S/o V. K. Singh, D-23, Char Imli, Bhopal-462016.

.....Complainants

Versus

M/s K. S. Propmart Pvt. Ltd. through 1. Developer & Promoter Devendra Pandey, 2. Authorised Signatory Ajeet Kumar, Office Address: T-24&25, 3rd Floor, Baani Square, Sector-50, Gurugram, Haryana.

..... Respondents

APPEARANCE

For Complainants: **Mr. Mohit Kumar, Advocate**
For Respondents: **None.**

ORDER

1. This is a complaint, filed by Mr. V. K. Singh, Ms. Renu Chaudhary and Mr. Sanyam Singh, (allottees), under section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016) against M/s K. S. Propmart Pvt. Ltd. (promoter).

2. Briefly stated, according to complainants, they entered in an agreement dated 29.10.2021. The respondents in the agreement showed the area of Audi-8 as 6000 sq. ft. but the respondent cleverly mentioned super area inspite of carpet area, violating the Real Estate (Regulation & Development) Act, 2016 and RERA Rules of 2017 which clearly mentioned that agreement must be in format of Annexure-A. Rule 2(K) of RERA Rule 2017 clearly stipulates that in agreement only carpet area must be mentioned. In RERA Act, there is no provision of built-up area or super area. Carpet area is defined in Section 2(K) of the Act.

3. That after sometime when structure was completed, they (complainants) visited the site. There was no Audi-8 even Audi-6 to 8 were not found as per the plan only Audi-1 to 4 were constructed by the builder. The builder does not inform about this change in plan to stake holders. Consent of 2/3rd allottees were not taken before changing the approved plan. This is the violation of section 12 RERA Act.

4. That the respondent entered into a fresh agreement dated 08.05.2024 by allotting another unit Audi-4 inspite of Audi-8. Respondent told them that this unit is bigger than the previous unit and declared its carpet area 8500 sq. ft. The builder adjusted their outstanding amount of return by simply playing game of carpet area v/s super area.

5. That they (complainants) after inking agreement visited the site place Eith their architect and get measured the carpet area of Audi-4 and the area was found 47x98 sq. ft. approximately 4606 sq. ft. thus the builder cheated them by changing carpet area of multiplex around 4606 sq. ft.

6. That the respondent had made a written promise that return on invested money would be done regularly to them (complainants) as per clause 3.1.1 Rupees 91/- per sq. ft. in each month till possession in agreement dated 29.10.2021 while in agreement dated 08.05.2024 it was reduced to 72/- rupees per sq. ft. due to virtual hike in carpet areas from 6000 to 8500 sq. ft. Even the respondent is not fulfilling its written promise since last 15 months. The respondent project is running very late from its schedule so complainant is bearing a heavy loss per month in the form of guarantee given by the respondent in two form one as return on invested money second the guarantee of rent. This is the violation of section 18(1) RERA Act.

7. That the respondent in its original plan showed 8 multiplexes but without following the procedure of section 15(1) of RERA Act and without taking consent of 2/3rd allottees it reduced number of multiplexes from 8 to 4 and surplus area converting into night club which was not part

of original planning without any consent. They (complainants) invested the huge amount in expectation of high foot fall due to number of 8 multiplexes. Reducing number of multiplexes from 8 to 4 certainly will hit the business of them (complainants). This is the violation of section 14(1) & 14(2) of HERA Act.

8. That the respondent is not even paying the amount of return per month to them (complainants) which is equivalent to the Rs.612000/- per month nor the respondent is paying any compensation.

9. Citing the facts as mentioned above, the complainants have prayed for following compensations/reliefs: -

i). To direct the respondent to return Rs.612000/- per month as agreement in clause 3.1.1 with overdue amount with interest as provision15(2) of the RERA Act,

ii). To direct the respondent that the carpet area of Audi-8 must not be less than 8500 sq. ft. as per the provision of agreement equivalent remaining area in same floor must be allotted to complainants to compensate complainants,

iii). To direct the respondent to make payment for compensation to the tune of Rs.10,00,000/- for delayed completion as per the provisions of section 15(2) of RERA Act that is highest marginal cost of landing rate of SBI along with 2%hike.

iv). To pass any other relief as it may deem fit.

10. The respondent did not contest the claim and it was proceeded exparte and its defence was struck off, vide order dated 11.12.2025.

11. Complainants filed affidavit in support of their claim. I have heard learned counsel for complainants and perused the record.

12. As mentioned above, although respondents have already been proceeded exparte, it agitates in my mind as to whether present complaint is maintainable or not.

13. The powers conferred by The Act of 2016 upon this Forum (AO) are limited. Rule 29(1)(a) of Rules of 2017, provides that any aggrieved person may file an application/complaint with the adjudicating officer for adjudging quantum of compensation as provided under sections 12, 14, 18 and 19, **where violation by the promoter has been established by the Authority in an inquiry under section 35 in form CAO**.... Similarly, Rule 28(2)(m) of said Rules mentions the procedure for filing a complaint before the Adjudicating Officer. The relevant portion of same is reproduced here as under: -

> *"If the complaint in form 'CAO' filed before the adjudicating officer for adjudging quantum of compensation,* ***the complaint shall be admissible from the stage of concluding inquiry by the Authority*** *....."*

14. This Forum (Adjudicating Officer) cannot adjudge amount of compensation for loss suffered by an allottee unless violation by the promoter has been established by the Authority. It is admitted by learned counsel for complainants that his clients did not file any complaint to the Authority with prayer to give finding about respondent having violated any provision of Act of 2016 or any rule/regulation made thereunder. The Appellate Tribunal in M/s St. Patricks Realty Pvt. Ltd. case (appeal no. 08 of 2026) decided on July 1, 2026 held that the Adjudicating Officer has no jurisdiction without any such finding given by the Authority.

15. In facts as described above, present complaint is not maintainable before the Adjudicating Officer, same is thus dismissed. Complainants to bear their own costs. File be consigned to the record room.

Announced in open Court.
today i.e. **on 12.10.2026.**

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory,
Gurugram.

Present: Mr. Mohit Kumar, Advocate for complainants.
None for respondent (Respondent exparte and its defence was struck of vide order dated 11.12.2025.

Complaint is disposed of, vide separate order today.

File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
12.10.2026