BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**2811 of 2025**
Date of complaint	:	**29.01.2026**
Date of order	:	**29.09.2026**

Sumit Memorial Educational & Social Welfare Society,
R/o: 4th Floor Rosewood Lane 17
Malibu Town, Gurgaon. **Complainant**

Versus

Eldeco Sohna Projects Limited
Regd. Office at: 21-212, Splendor Forum, 2nd Floor, Jasola District Centre, New Delhi. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Bhupender Pratap Singh (Advocate) Complainant
Shri Shankar Wig (Advocate) Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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 provision of the Act or the

Rules and regulations made thereunder or to the allottees 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.	Project name and location	"Eldeco Accolade" at Sector-2, Sohna, Gurugram
2.	Project area	13.21875 acres
3.	Nature of project	Group housing
4.	RERA registered/not registered	81 of 2017 dated 23.08.2017 valid up to 30.06.2025
5.	DTCP license no.	83 of 2013 dated 09.10.2013 valid up to 08.10.2024 Renewed on 31.12.2019
6.	Allotment letter	23.05.2023 (As per page no. 41 of the complaint)
7.	Date of execution of agreement for sale	23.05.2023 (As per page no. 15 of the complaint)
8.	Plot No.	School plot (As per page no. 37 of the complaint)
9.	Plot area	968 sq. yds. (As per page no. 37 of the complaint)
10.	Possession clause	***7. POSSESSION OF THE PLOT*** ***7.2 (A) Procedure for taking possession of the Plot:*** *The Promoter shall offer in writing the possession of the Plot within 06 months from the date of this Agreement to the Allotee(s) as per terms of this Agreement.* (As per page no. 23 of the complaint)
11.	Due date of delivery of possession	23.11.2023 (calculate 06 months from the date of execution of agreement)

12.	Total consideration	Rs.77,44,000/- (As per payment schedule on page no. 38 of the complaint)
13.	Total amount paid by the complainant	Rs.74,69,600/- (As per receipt information on page no. 43-49 of the complaint) Rs.89,75,600/- (as alleged by complainant in its complaint page 10) Rs.84,76,200/- (as submitted by respondent in its application)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered
16.	Final Demand notice	18.03.2025 & 27.03.2025 (As per page no. 50 & 53 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. The complainant society, Sumit Memorial Educational & Social Welfare Society (hereinafter, Society") is a society registered under the Haryana Registration and Regulation of Societies Act 2012. Among other things, it runs CBSE affiliated schools under the name of Asian Public School.

II. That the Society entered into a builder buyer agreement (hereinafter, "Agreement"dated 23.05.2023 with the respondent for a plot of land measuring 968 square yards for a total sale consideration of Rs. 77,44,000/-. Other charges payable under the Agreement are referred to in Schedule D of the Agreement. The validity and enforceability of some of these charges is disputed by the complainant on grounds

elaborated in the subsequent paras. The allotment letter was also issued by the respondent to the society on the same day i.e. 23.05.2023. In terms of clause 7.2 of the agreement possession was to be handed over within 6 months i.e. by 23.11.2023. Till date, the possession of the plot complete in all respects with the requisite infrastructure works has not been handed over.

III. The said plot is ear marked for a school site within the group housing project, "Eldeco Accolade" being developed by the respondent in Sector 2, Sohna, Gurgaon under development license 83 of 2013 dated 19.10.2023 issued to the respondent by the Department of Town & Country Planning (DTCP) for a total area of 13.2 acres in village Sohna, Sector 2, Sohna, Tehsil and District Gurgaon.

IV. That the Society was to raise construction for the school on the said plot of land. The respondent mandated its own contractor, M/s G.D. Buildtech Pvt. Ltd. for the civil and other works to be done for the construction of the school building on the allotted plot. Accordingly, a construction contract dated 24.08.2023 was entered into by the Society with the said contractor for a total consideration of Rs. 57,56,665/. The same has been paid in full by the complainant.

V. That out of the total sale consideration of Rs. 77,44,000/- the Society has paid the entire sum of Rs. 77,44,000/- to the respondent. A sum of Rs. 74,69,600/-was paid prior to offer of possession on 18.03.2025.

VI. The respondent, thereafter, issued another final demand notice/ intimation of offer of possession letter dated 27.03.2025, in which it added yet another demand of Rs. 18,26,545/- under the head "Extra Charges for Civil Work and GST of Rs. 4,72,047/- This was neither part of the Agreement nor otherwise agreed to.

VII. That the complainant confronted the respondent on these unsubstantiated demands. When so confronted the respondent only gave lame excuses that it undertook certain works like constructing the boundary wall etc. and that some firefighting works had to be completed to get OC and so on.

VIII. That thee respondent miserably failed to substantiate as to how the charges were arrived at and the basis for levying the same either in the agreement or in law.

IX. That the respondent has refused to issue receipts for the said payments unless the entire outstanding as per its final demand letter are cleared.

X. That the respondent instead of addressing the concerns of the complainant is only sending reminders to make balance payments which are disputed for reasons mentioned above.

XI. That the respondent is refusing to do the conveyance deed and disconnected electricity and water supply to the plot, in a bid to arm twist the complainant into submitting to its unreasonable and illegal demands, requiring early and decisive intervention by this Authority.

XII. The Respondent Company has also refused to give access to the school transport vehicle, including that of the parents of the students who have been admitted to the school, through the common areas. It will be impossible to run the school in these circumstances. The primary school children and their parents cannot be expected to walk 1.5 km form the main gate to the school. The intervention of the Authority is required on this account as well. The layout plan of the colony is annexed as Annexure C7 to show the location of the school, with the access to the school shown with a blue line. It entails a walk of almost 1.5 km for the kids and their parents without motorable access to the school.

XIII. That the possession of the plot complete in all respects can only pass on the execution of the conveyance deed in favor of the complainant society which the respondent has refused to do.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

I. Direct the respondent to Unconditional execution of conveyance deed in favour of the complainant.

II. Direct the respondent to pay delay possession charges to the complainant w.e.f. from 23.11.2023 till the date of execution of conveyance deed.

III. Hold the below mentioned unsubstantiated demands in the present form to be illegal and unenforceable against the complainant.
Advance Maintenance Charges for 2 years - Rs. 5,47,782/-
Interest Free Security Deposit - Rs. 50,000/-
Security Deposit to Electricity Board - Rs. 1,38,750/
Water connection charges - Rs. 12,000/-
Prepaid Meter charges - 30,000/-
Fire Fighting Charges - 2,02,441/-
Sewage Connection Charges - 51,500/-
Electricity Connection charges - 5,00,000/-
Extra charges for civil work - 18,26,545/-
Administrative and legal charges for sale deed - Rs. 16,360/-
GST on the above - 4,72,047/-

IV. Direct the respondent to refund any of the above said charges already paid to it by the complainant under protest and without prejudice.

V. Direct the respondent to give unhindered motorable access to the school plot through the common areas of the society to all patrons/students enrolled at the school of the complainant.

VI. Direct the respondent to restore the supply of electricity and water to the plot if not already done.

VII. Direct the respondent not to resort to snapping of electrical and water supply to the plot under any circumstances.

VIII. Direct the respondent not to levy interest or penalties on disputed payments that are the subject matter of the present complaint.

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 to the application filed by the respondent.

6. The respondent contested the complaint on the following grounds: -

i. That the complainant, Sumit Memorial Educational & Social Welfare Society was allotted a community site Plot No. 002 admeasuring 968 sq. yds. (hereinafter "Said Plot") on 23.05.2023 meant for Nursery School in the Respondent's residential group housing project, "Eldeco Accolade", ("Project" situated at Sector 2, Sohna, Gurugram. The Said Plot was expressly allotted for the purpose of establishing and operating a school, which was an integral part of the overall layout and approvals of the project.

ii. That an Agreement for Sale dated 23.05.2023 (Agreement") was executed between the Complainant and the Respondent for the Said Plot on the basis of the terms and conditions set forth therein. The basic sale consideration for the plot was Rs. 77,44,000/- (inclusive of GST) subject to other terms and conditions as set out in the Agreement.

iii. That the complainant, however, subsequently failed to complete the construction within the stipulated timeline, in breach of clause 6.2 of the agreement. The school building was a critical component of the project's approved layout, and its delay could have jeopardized the timely grant of statutory clearances, including the Occupation Certificate (OC) and Completion Certificate (CC) of the entire project

which would have impacted negatively for all the stakeholders involved including homebuyers, thereby affecting the project as a whole.

iv. That since this failure could've created a cascading delay in securing the Occupation Certificate (OC)/Completion Certificate (CC) for the Project as a whole, the Respondent invoked Clause 6.2 and stepped in to complete the remaining construction at its own cost which was never objected to by the complainant. As per the said clause, the respondent is entitled to 15% and reimbursement of all such expenses, along with interest continuing charge over the Said Plot until full payment is received.

v. That the complainant under the terms of agreement, specifically under Clause 6 acknowledges to the construction and development status of the Project and vide Clause 6.2 of the Agreement, the Complainant irrevocably and unconditionally consented to complete construction of the school building on the Sail Plot within six months from the date of execution of the Agreement.

vi. That an initial Intimation of offer of possession/final demand notice dated 18.03.2025 was issued inadvertently to the complainant. Subsequently, a correct Revised Final Demand Notice dated 27.03.2025 (Correct FDN") was issued, containing a comprehensive and item wise list of charges/amounts payable under various heads by complainant. It is pertinent to mention that the demand raised in Correct FDN were contractually recoverable from the complainant as per the agreed terms of the agreement.

vii. That the complainant following the issuance of the Correct FDN instead of making the entire payment, which is payable as per agreed terms of Agreement made partial payments amounting to

215,06,600/-. These payments were received on 15.05.2025, 16.05.2025, and 21.05.2025 respectively.

viii. That, till date, after the Correct FDN, the complainant has paid only 784,76,200/- against the total liability of Rs. 1,16,74,301/- A substantial sum of 231,98,101/- therefore remains unpaid and legally recoverable, and the complainant continues to be in default despite ample opportunity to make good the dues.

ix. That instead of complying with the terms of the Agreement and clearing the dues raised as per Schedule D and Clause 6.2 of the agreement, the complainant occupied the said plot on 08.07.2025 and put its belonging and started commenced school operations, without lawful possession, and/or any authorization from the respondent.

x. That respondent immediately upon learning of the unauthorized entry of the complainant on the said plot on 08.07.2025 issued a notice to the complainant on the same day directing them to vacate the said land and cure the breach. Despite this, the complainant continued occupation in disregard of the contractual terms.

xi. That this was not merely a contractual breach but also constitutes criminal trespass, for which a police complaint dated 15.07.2025 (delivered on 21.07.2025) has been filed before City Sohna Police Station for trespass, nuisance, and unauthorized commercial activity within the project, which is currently under investigation.

xii. That as per the terms of Agreement, the Complainant is allowed access to internal infrastructure, including water, electricity, and vehicular movement post clearance of dues and completing necessary formalities regarding possession.

xiii. The complainant's demand for motorable access for school buses and parents vehicle is untenable. It is pertinent to mention that it was

never agreed by respondent to provide such access. furthermore, the respondent time and again explained the complainant that due to safety and security concerns within the project its request for access of school bus and parents vehicle is not possible in the project. The complainant's demand is a clear afterthought, designed solely to deflect from paying its legitimate outstanding dues.

xiv. The complainant, having breached the agreement, failed to make payments, and entered the property illegally, now seeks interim reliefs to legalise their own wrongdoing and to wriggle out from their obligations.

xv. That the principles of equity and clean hands are foundational to any interim remedy, and the complainant has grossly failed on both counts. That certain prayers made in the Complainant's Section 36 application - such as execution of the conveyance deed, and seeking that the charges raised in the Correct DN be held in abeyance or declared unenforceable are in fact the same reliefs which have been sought in their main complaint. These are matters that go to the root of the contractual dispute and require full adjudication on merits. Such reliefs cannot be granted at an interim stage under Section 36 and are impermissible as interim directions.

xvi. In view of the above, it is submitted that the complainant has not only defaulted on its contractual obligations, but has deliberately misused the regulatory mechanism by seeking interim reliefs that are designed to pre-emptively validate its unlawful acts and avoid just financial liability. The interim reliefs prayed for such as execution of the conveyance deed, refund, waiver of interest, reconnection of utilities, and possession-related benefits—are directly contrary to the Agreement and well-established principles of equity and law. The

complainant has no prima facie case, has acted in bad faith, and is not entitled to any discretionary relief under Section 36.

Written submission filed by the respondent on 19.01.2026.

I. That the reliefs sought by the complainant, including unconditional execution of the conveyance deed, declaration of contractual charges as illegal, grant of motorable access through the residential society, and payment of alleged delay possession charges, cannot be granted without a prior determination of contractual compliance and defaults, which is impermissible in the present proceedings.

II. That the complainant has approached the authority with unclean hands, having deliberately omitted and suppressed its own material contractual obligations, particularly those arising under Clause 6.2 of the Agreement to Sell, which places the responsibility of construction of the school building upon the Complainant.

III. That the present complaint, therefore, is misconceived, untenable in law, and amounts to an abuse of the process of this hon'ble authority, and is liable to be dismissed on this ground alone.

IV. That the complainant is not an "allottee" of a residential apartment seeking protection against delayed possession or deficient services, but is a society allotted a community plot for a specific institutional purpose, namely establishment and operation of a school.

V. That the agreement to sell itself clearly stipulates that the obligation to construct the school building within the stipulated timeline rested solely upon the complainant, and the alleged grievances now raised

stem directly from the complainant's own failure to adhere to such contractual obligations.

VI. That, most importantly, disputes relating to community plots, institutional use, and compliance with layout approvals, zoning norms, and development conditions are governed by the regulatory framework administered by the Directorate of Town and Country Planning (DTCP), Haryana, and not by the RERA mechanism.

VII. That the rights, restrictions, and permissible use of a community plot, including conditions relating to construction, access, and integration within the licensed colony, flow from approvals granted under The Haryana Development and Regulation of Urban Areas Act, 1975, and the rules and policies framed thereunder.

VIII. That while the Authority is vested with jurisdiction to examine violations of statutory obligations under the RERA Act, it does not have jurisdiction to adjudicate purely contractual disputes involving disputed questions of fact, inter se liabilities, alleged defaults in construction obligations undertaken by the allottee, recovery of costs, and third-party claims, particularly in the absence of any pleaded violation of a specific provision of the RERA Act or rules framed thereunder.

IX. That the complainant entered into an agreement to sell dated 23.05.2023 with the respondent in respect of community plot No. 002, admeasuring approximately 968 square yards, being a community plot designated for construction of a school, for a total sale consideration of ₹77,44,000/-.

X. That under the said agreement to sell, the rights and obligations of the parties were expressly governed by the contractual terms contained

therein, including specific clauses dealing with construction, possession, payments, and consequences of default.

XI. That in terms of Clause 6.2 of the Agreement to Sell, the Complainant expressly undertook and agreed to complete the construction of the school building, at its own cost and responsibility, within a stipulated period of six months from the date of the Agreement. That the said clause further provided that in the event of failure on the part of the Complainant to complete the construction within the stipulated period, the respondent would be entitled to undertake such construction and recover the costs thereof, along with applicable charges, from the complainant. That with the bare reading of the clause 6.2 of the agreement it is clear that the construction of the school was to be completed within a stipulated timeline of 6 months and time was clearly the essence of the agreement.

XII. That the complainant failed to complete the construction of the school building within the stipulated contractual timeline, thereby committing a breach of its obligations under the Agreement to Sell.

XIII. That moreover any further delays in the completion of the school building, would have resulted in further delay in receiving safeguard statutory compliances, approvals including obtaining the Occupation certificate of the project which would have directly prejudiced the interest of all the allottees of the project. That the respondent having no other option was constrained to undertake and complete the remaining work which were contractually required to be carried out by the complainant.

XIV. That the remaining work was thereafter finished by the respondent company at its own cost and the demands with respect to the costs

involved and corresponding demands were raised strictly in terms of the Agreement.

XV. That from time to time, **the respondent raised demand** notices calling upon the complainant to clear outstanding dues arising out of the agreement to sell, including amounts attributable to works undertaken due to the complainant's failure and other contractual charges.

XVI. That however, the complainant never disputed its liability under clause 6.2 at the time due payments were made, but failed to pay the remaining amount due towards the construction carried out by the respondent on his behalf. not only this but the complainant **unauthorisedly entered upon the said property on or about 08.07.2025**, without any lawful offer or any letter of handing over of possession by the respondent.

XVII. That the respondent has at all times been ready and willing to hand over possession of the plot strictly in accordance with the agreement to sell, subject to completion of contractual obligations by the complainant and payment of outstanding dues.

XVIII. That instead of complying with its contractual obligations or seeking appropriate remedies before a competent civil forum, the Complainant has chosen to file the present complaint before the Authority, seeking reliefs which are contrary to the contractual framework and beyond the jurisdiction of the Authority.

XIX. That the complainant is impermissibly seeking to invoke the equitable and summary jurisdiction of this hon'ble authority to bypass the rigours of a civil trial and to obtain reliefs which would otherwise require full-fledged adjudication before a competent civil court.

XX. That the present complaint is therefore an abuse of process, inasmuch as it seeks to convert a contractual dispute into a regulatory grievance, without any statutory foundation under the RERA Act.

XXI. That on this ground alone, the complaint deserves to be dismissed as not maintainable, with liberty to the complainant, if so advised, to pursue appropriate remedies before the competent civil forum in accordance with law.

XXII. That it is settled law that a party which is itself in breach of contract and has acted in defiance of contractual terms cannot seek equity or interim protection from a regulatory authority. On account of the complainant's conduct alone, the present complaint deserves to be dismissed with exemplary costs.

XXIII. That the respondent has at all times been ready and willing to offer possession of the plot, subject to payment of outstanding dues and compliance with contractual conditions. **There has been no** refusal, **delay, or** withholding of possession on the part of the respondent, except on account of the complainant's failure to discharge its contractual lia**bilities.**

7. 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 parties.

E. Maintainability of the complaint.

8. The complainant has moved an application on 24.06.2025 under Section 36 of the Act to issue directions to the respondent to hold the disputed demands in abeyance, order unconditional execution of conveyance deed of the property, direct the respondent to restore electricity and water supply, and provide unhindered motorable access

to the students and their parents to the school premises through the common areas of the society, and issue receipts for the payments made on 15.05.2025, 16.05.2025, and 21.05.2025 for a total sum of Rs. 15,06,000/-.

9. The respondent vide its reply to the application u/s 36 submits that the complainant has failed to disclose that it has not cleared its outstanding financial dues, has illegally trespassed and took unauthorized possession of the said plot. The complainant has also failed to implead M/s G.D. Buildtech Pvt. Ltd., which is both a necessary and proper party to this case. Further, as per clause 6.2 of the agreement, it is agreed by the complainant that in case the complainant fails to complete the construction, then the respondent was entitled and had liberty to do it itself at the cost and expense of the complainant and in such a situation, the complainant was under an obligation to reimburse the construction expenses as well as against any losses, claims, fees, charges etc. which the respondent had to suffer or pay in relation to the project.

Clause 6.2

"The Allottee/s acknowledge and accept that for obtaining the occupation certificate/completion certificate of the Project the completion of construction on the Plot is essential as such the Allottee/s irrevocably and unconditionally consent to get the construction upon the Plot completed at his/her/their own cost and expenses on or before 6 months from the date of execution of this Agreement (herein "Period"). ***In case the Allottee/s fails to complete the construction on the Plot within the Period then the Promoter shall be entitled to do it itself at the cost and expenses of the Allottee/s and in such a situation Allottee/s shall reimburse the construction expenses as well as against any losses, claims, fee, charges etc. which the Promoter might have to suffer, incur, pay etc. in relation to the Project within 7 days of demand failing which interest @ 15% p.a. shall be payable on the unpaid amount till the date of payment.....*** *"*

As per clause 6.2 of the agreement, the respondent undertook the pending construction itself for which the respondent had the right to recover all associated expenses, fees, and statutory dues, along with interest @ 15% p.a. in case of delay in repayment of the said dues. Instead of complying with the terms of the agreement and clearing the dues raised as per Schedule D and clause 6.2 of the agreement, the complainant occupied the said plot on 08.07.2025 and put its belonging and started commenced school operations, without lawful possession, and/or any authorization from the respondent. A police complaint dated 15.07.2025 (delivered on 21.07.2025) has been filed before City Sohna Police Station for trespass, nuisance, and unauthorized commercial activity within the project, which is currently under investigation.

10. The respondent vide its written submissions dated 19.01.2026 has submitted that the complainant is not an allottee, but is a society allotted a community plot for specific institutional purpose, namely establishment and operation of a school. The dispute relating to community plots, institutional use and compliance with layout approvals, zoning norms and development conditions are governed by the DTCP, Haryana and not by RERA mechanism. Further, the rights, restrictions and permissible use of a community plot including conditions relating to construction, access and integration within the licensed colony flows from approvals granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and the rules and policies framed thereunder.

11. After considering the documents available on record as well as submission made by the parties, the question arises before the Authority is that whether the present complaint is maintainable before

the Authority or not and whether the complainant herein is covered under the definition of section 2(d) of the Act of 2016 or not?

12. The Authority observes that as per the Real Estate (Regulation and Development) Act, 2016, the 'Real Estate Project' and 'allottee' means:

> *"2(d) "**allottee**" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

13. It is observed that the buyer's agreement dated 23.05.2023 executed between the complainant and respondent refers to the subject matter as "***school plot***". The use of the term "school plot" indicates a standalone sale of a parcel of land for construction of school and for not a unit/plot within a plotted development scheme or a registered real estate project. The said transaction in question does not fall within the ambit of Section 2(d) of the Act, 2016. Therefore, the sale in question appears to be a commercial transaction for the purchase of undeveloped land for the purpose of establishing a "School", and not the allotment of a plot or apartment under the real estate project. The most pious objective behind the enactment of the Real Estate (Regulation and Development) Act, 2016 is to ensure the sale of real estate project in an efficient and transparent manner along with protecting the interest of the consumers in the real estate sector. In respect of the Act, the endeavour was to ameliorate the sufferings of the allottees/persons, who have invested their hard-earned money in the real estate sector. The object of the RERA is to protect the 'allottees' and simplify the remedying of the wrongs committed by the 'promoter'. Further, the Authority is of the considered view that the complainant, having entered into a

commercial transaction for purchase of land with the intent to develop a "School", does not fall within the statutory definition of an "allottee" under the Act. The definition of 'allottee' pertains to a person to whom a plot, apartment, or building is allotted or sold for residential, commercial, or mixed use, and not for institutional or healthcare purposes such as a Nursing Home or School. Therefore, the complainant, having purchased the said parcel of land for the purpose of establishing a School, cannot be construed as an 'allottee' within the meaning of section 2(d) of the Act, 2016.

14. Further, as per Section *3(3)(a)(iv)* of The Haryana Development and Regulation of Urban Areas Act, 1975 it is observed that any owner will construct at his own cost or get constructed schools, hospitals, community centers. The relevant section is reproduced below for ready reference:

3(3) After the enquiry under sub section (2), the Director, by an order, in writing, shall-

(a) grant a licence in the prescribed form, after the applicant has furnished to the Director a bank guarantee equal to twenty five per centum of the [estimated cost of development works in case of area of land divided or proposed to be divided into plots or flats for residential, commercial or industrial purposes and a bank guarantee equal to thirty-seven and a half per centum of the estimated cost of development works in case of cyber city or cyber park purposes] as certified by the director and has undertaken-

[iv), to construct at his own cost, or get constructed by any other institution or individual at its cost, schools, hospitals, community centres and other community buildings on the lands set apart for this purpose, in a period as may be specified, and failing which the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions, as it may deem fit:

15. From the above said clause, it is evidently clear that the schools, hospitals, community centres, and other community buildings do not fall under the purview of the Real Estate (Regulation and Development) Act, 2016 but are governed by The Haryana Development and Regulation of Urban Areas Act, 1975. Therefore, after considering the above said facts, **the present application as well as complaint is dismissed being not maintainable**. The complainant is at liberty to seek appropriate remedies before the appropriate forum in accordance with law
16. Complaint as well as applications, if any, stands disposed of accordingly.
17. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026