BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**5783 of 2025**
Date of complaint	:	**11.11.2025**
Date of order	:	**08.09.2026**

Sangeeta Narula & Tanya Narula
Both are R/o: - 101, Ivory Court-3, M.G Road, Essel Tower, Gurugram-122002. **Complainant**

Versus

M/s Solutrean Building Technologies Pvt. Ltd.
Regd. Office At: The Corenthum, Ground floor, A-40, tower B, Sector 62, Noida-201301. **Respondent**

CORAM:
Arun Kumar **Chairman**
APPEARANCE:
Sh. Gaurav Rawat (Advocate) Complainant
Sh. Raavi Kumar Jotwani (Advocate) Respondent

ORDER

1. This 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 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr.No.	Particulars	Details
1.	Name and location of the project	Gateway 95, Sector 95, Gurugram.
2.	Project area	6.50625 acres
3.	Nature of the project	Affordable Plotted colony under DDJAY
4.	RERA registered/ not registered and validity status	Registered 82 of 2022 dated 12.09.2022 valid up to 31.08.2024.
	Rera extension no.	20 of 2024 valid up to 30.08.2025
5.	DTCP License no.	17 of 2022 valid up to 08.03.2027
7.	Agreement for sale	10.10.2024 (Page 49 of complaint)
8.	Plot no.	38 (page 51 of complaint)
9.	Area admeasuring	161 Sq. yard. (page 51 of complaint)
10.	Possession Clause	**Clause 7.1** *The promoter agrees and understands that timely delivery of possession of the residential plot along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.....* ***(Emphasis supplied)*** (Page 58 of complaint)
11.	Due date of possession	30.08.2025
12.	Total sale consideration	Rs. 70,03,500/- (as per customer ledger, page 52 of complaint)
13.	Amount paid by the complainants	Rs.63,03,159/- paid till 25.10.2024 (page 81 of complaint)
14.	Date of Completion Certificate	26.06.2025 (page 37 of reply)
15.	Date of offer of possession	05.07.2025(page 40 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions:

I. That in 2024, the respondents issued an advertisement announcing an affordable plotted colony under DDJAY Project called "GATEWAY95" in a land parcel, under the license no. 17 of 2022 dated 09.03.2022, Haryana, Chandigarh, situated at Sector 95A, Gurugram, Haryana, and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondents confirmed that the projects had got building plan approval from the authority.

II. That the complainants while searching for a plot/unit was lured by such advertisements and calls from the brokers of the respondents for buying unit in their project. The respondents told the complainants about the moonshine reputation of the company and the representative of the respondents made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the National Capital Region. The respondents handed over one brochure to the complainants which showed the project like heaven and in every possible way tried to hold the complainants and incited the complainants for payments.

III. That relying on various representations and assurances given by the respondents and on belief of such assurances, complainants booked a plot in the project by paying a booking amount towards the booking of the said plot bearing no. 38, in Sector 95, Gurugram having super area 161 Sq. Yards to the respondents dated 08.08.2024 and the same was acknowledged by the respondents.

IV. That the respondents confirm the booking of the unit to the complainant vide allotment letter dated 25.09.2024, providing the details of the project, confirming the booking of the unit dated 08.08.2024, allotting a plot no. 38 (hereinafter referred to as 'unit') measuring super area 161 Sq. Yards. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.70,03,500/- and other specifications of

the allotted unit and providing the time frame within which the next instalments were to be paid. The said plot was booked under the representation and assurance provided by the representative of the respondent that there will be no maintenance for said plot for five years from date of possession.

V. That an Agreement to sell was executed between the complainants and respondents on 10.10.2024. As per RERA RC issued in Favor of the respondents had -The developer shall endeavour to handover possession of the sold plot on or before 31.08.2024. Therefore, due date of possession comes out to be 31.08.2024.

VI. That as per the demands raised by the respondents, based on the payment plan, the complainants to buy the captioned unit already paid a total sum of Rs. 75,86,404/- towards the said unit against basic sale consideration of the unit i.e. Rs.70,03,500/-.

VII. That the payment plan was designed in such a way to extract maximum payment from the buyers *viz a viz or done/completed*. The complainants approached the respondents and asked about the status of construction and also raised objections towards non-completion of the project. Such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA, wherein the payment/ demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/ facilities/ common area/ road and other things promised in the brochure, which counts to almost 50% of the total project work.

VIII. That During the period the complainants went to the office of respondents several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainants visited the

site but was not allowed to enter the site. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them.

IX. That the complainants contacted the respondents on several occasions and were regularly in touch with the respondents. The respondent was never able to give any satisfactory response to the complainants regarding the status of the construction and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondents by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc.

X. That the complainants after many requests and emails; received the demand letter on account of offer of possession dated 05.07.2025. It is pertinent to note here that along with the above said demand letter respondent raised several illegal demands on various account which are actually not payable as per the Buyer Agreement i.e. electrification charges of Rs.3,03,968/-, refundable IFS against construction of Rs. 1,00,000/-, road repair and cut charges of Rs. 17,700/-, and one time water connection charges of Rs. 39,895/-.

XI. That raising demand letter by the respondent on payment of charges which the buyer is not contractually bound to pay, cannot be considered to be a valid demand letter/offer of possession. It would be noticed from the details provided above that those charges were never payable by the complainants as per the agreement, by the complainants and hence the demand letter is not valid. At the time of offer of possession respondent failed to provide the copy of CC of the said unit. It has been held by the Honourable NCDRC, New Delhi in many cases that demand letter on the

payment of charges which the buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession/demand letter. In the present case asking for charges as elaborated above, which the allottees are not contractually bound to pay is illegal and unjustified and therefore not a valid offer of possession/demand letter.

XII. That the respondent asked the complainants to sign the indemnity bond as perquisite condition for handing over of the possession. Allottee raised objection to above said pre-requisite condition of the respondent as no delay possession charges was paid to the complainants but respondent instead of paying the delay possession charges clearly refuse to handover to possession if the complainants do not sign the aforesaid indemnity bond. Further, the complainants left with no option instead of signing the same.

XIII. That the respondent asking for electric meter and electrification charges from the complainants is absolutely illegal as the cost of the electric meter in the market is not more than Rs. 2,500/- hence asking for such a huge amount, when the same is not a part of the builder buyer agreement is unjustified and illegal and therefore needs to be withdrawn immediately. So are the other demands required to be withdrawn, as per details provided above and those which are not a part of the BBA.

XIV. That respondent instead of replying to the query of the complainants kept on raising the illegal demands from the complainants. Complainants having no option and in hope of getting the physical possession of the plot/unit filling the present complaint. Despite making the entire payment on time till date respondent has failed to hand over the physical possession of the unit.

XV. That the complainants after losing all the hope from the respondent, having their dreams shattered of owning an unit & having basic necessary facilities in the vicinity of project and also losing considerable amount,

are constrained to approach the Authority for redressal of their grievance.

C. Relief sought by the complainant:

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

i. The respondent is directed to handover the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.
ii. The respondent is directed to execute conveyance deed.
iii. The respondent is directed to pay delayed possession charges from the due date of possession i.e., 31.08.2024 till actual handover of possession.
iv. The respondent is directed to quash the illegal offer of possession cum demand letter dated 05.07.2025.
v. The respondent is directed to refund the excess amount received from the complainant.
vi. The respondent is directed not to charge maintenance charges from the complainant till 5 years as promised at the time of booking and to refund the advance maintenance received of Rs. 91,190/-.
vii. The respondent is directed not to raise fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.
viii. The respondent is directed not to force the complainant to sign any indemnity cum undertaking.

D. Reply by the respondent:

i. That the complainants applied for allotment of a residential plot in the said project, pursuant to which the respondent issued an allotment letter dated 25.09.2024 in favour of the complainants for plot no. 38 admeasuring 161 square yards, setting out the total consideration, payment plan, and other applicable terms and conditions. Thereafter, a duly executed registered agreement to sell dated 10.10.2024 was entered into between the complainants and the respondent, recording the rights and obligations of both parties, including payment milestones,

charges payable at various stages, possession-related conditions, and other contractual stipulations governing the allotment.

ii. Pursuant to the agreement to sell, the complainants made payments from time to time in accordance with the agreed payment plan, and the respondent continued development of the project in accordance with the sanctioned layout plans, licence conditions, and applicable statutory approvals.

iii. That the respondent applied to the Directorate of Town and Country Planning, Haryana for issuance of the completion certificate in respect of the project, and the said application was received by the competent authority on 16.08.2024. Based on the inspection reports and recommendations of the concerned departments, the Directorate of Town and Country Planning, Haryana issued the completion certificate vide memo no. LC-4584/JE(AK)/2025/27212 dated 26.06.2025, certifying that the required development works in the Affordable Plotted Colony under DDJAY-2016 over an area measuring 6.50625 acres in Sector-95, Gurugram had been completed to its satisfaction, subject to the terms and conditions mentioned therein. Subsequent to the issuance of the completion certificate, the respondent issued an offer of possession-cum-demand letter dated 05.07.2025 to the complainants in respect of the allotted plot, calling upon them to clear the balance dues as per the agreement to sell and to complete the possession-related formalities.

iv. That the offer of possession-cum-demand letter dated 05.07.2025 was communicated to the complainants by email from the respondent's CRM department on 09.07.2025, requesting the complainants to make payment of the amounts mentioned therein on or before the due date specified in the demand letter. Thereafter, the complainants addressed an email dated 21.07.2025 to the respondent's CRM department,

referring to discussions with the respondent's representatives and stating that an amount of Rs. 7,00,341/- be refunded/adjusted and that the said amount would be transferred immediately from the account of one of the complainants, in the context of the possession demand raised.

v. That the complainants did not raise any contemporaneous objection or protest to the offer of possession-cum-demand letter dated 05.07.2025 or to the charges reflected therein and, on the contrary, acted upon the same. Pursuant thereto, payments/adjustments were discussed and processed, and the Respondent began with the process of initiating possession-related and post-possession formalities. However, during this phase, a group of independent, self-motivated allottees, independent of the respondent, initiated discussions for revision of sanctioned construction parameters from stilt + 3 floors to stilt + 4 floors, for reasons of enhanced utility, improved construction potential, and long-term value addition.

vi. That the said proposal for revision to stilt + 4 floors did not originate from the respondent. A collective of interested allottees, acting in their own financial and developmental interest, requested the respondent to explore the feasibility of seeking additional permissions from the competent authority under the applicable DTCP policy framework. The respondent, in order to ensure transparency, follow statutory norms and avoid disputes inter-se allottees, apprised them that such revision could only be pursued if collective consent from all allottees was forthcoming, since revision of service plans/ estimated for an affordable plotted colony cannot be unilaterally undertaken by the developer, especially when completion certificate is obtained for the project. Pursuant to the request, and purely as a facilitative measure, the respondent prepared a draft "request-cum-consent" format so that allottees who so desired could record their willingness to authorise

initiation of the revision process. The respondent submits that the said draft was optional, non-mandatory and not imposed upon any allottee, including the complainants. Significantly, the complainants never signed the said document, nor was any adverse consequence visited upon them for non-execution thereof.

vii. That due to lack of collective consensus amongst the allottees, the proposal for revision to stilt + 4 floors did not progress. The respondent did not initiate any application before the competent authority for such revision, nor did it treat the request-cum-consent as a pre-condition for possession, conveyance, or any statutory obligation. However, the inter-se allottee discussions and the need to confirm collective willingness unavoidably slowed the commencement of conveyance deed registration, as the respondent was required to ascertain whether the allottees desired enhancement of sanctioned parameters prior to execution of final conveyance deeds.

viii. That the respondent did not circulate the draft request-cum-consent to all allottees. The same was shared inter-se amongst a group of interested allottees who were pursuing the possibility of conversion to stilt + four floors and were independently attempting to secure collective consent. The respondent maintained a neutral position throughout and awaited confirmation from the allottee group as to whether consensus had been achieved. Upon being informed that full consensus could not be obtained, the respondent immediately resumed possession and conveyance formalities and operationalised the project ID without insisting on any such request or consent, and is presently proceeding with conveyance registration in the ordinary course. This confirms bona fides of the respondent and establishes that the complainants' allegations of coercion, compulsion or delay attributable to the respondent are completely unfounded and factually inverted.

ix. That the said delay was bonafide and allottee-driven, and not attributable to any breach or default on part of the respondent. The respondent's conduct was guided solely by the intent to act in the long-term benefit of the allottee body, as any enhancement to stilt + 4 floors would materially improve developmental rights, construction flexibility, and financial upside of the plots. The respondent, therefore, acted with caution so as not to prejudice any allottee or undertake irreversible conveyance formalities prior to conclusion of allottee consensus. Upon non-materialisation of collective consent, the respondent, at its own initiative and without insisting upon any request-cum-consent, resumed conveyance deed execution strictly in terms of completion certificate and sanctioned approvals.

x. That the project having obtained completion and the project ID having been operationalised, the respondent has commenced the process of execution and registration of conveyance deeds, which is being undertaken unit-wise/allottee-wise in accordance with statutory requirements, and the necessary documentation and formalities for registration of the conveyance deed in favour of allottees, including the complainants, are presently underway. It is thereafter, and at this advanced stage of completion and conveyance formalities, that the complainants have chosen to file the present complaint, which are therefore afterthought, speculative, and leverage-oriented

5. 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 submissions made by the complainant.

E. Jurisdiction of the Authority:

6. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The

objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial Jurisdiction

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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11(4)(a)***
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the 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.*

7. 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. Findings on the relief sought by the complainant:

F.I Direct the respondent to pay delay possession charges.

F.II The respondent is directed to hand over the possession of the said unit with the amenities and specifications as promised in all completeness

without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.

F.III The respondent is directed to execute conveyance deed.

8. The complainant has booked a plot bearing no. 38, ad-measuring 161 Sq.yard. in the respondents' project namely "Gateway 95", Sector 95, Gurugram for a sale consideration of Rs. Rs. 70,03,500/- against which the complainant has paid an amount of Rs. 63,03,159/-. As per documents available on record, the respondent has obtained the Completion Certificate 26.06.2025, and thereafter offered the possession of the allotted plot on 05.07.2025.

9. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to Section 18(1) of the Act which reads as under: -

> ***"Section 18: - Return of amount and compensation***
>
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> .....
>
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

10. **Due date of handing over possession:** As per clause 7.1 of the BBA executed inter se parties, the respondent agrees and understands that timely delivery of possession of the residential plot along with parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement. The relevant clause is reproduced as under:

> *7.1 the promoter agrees and understands that timely delivery of possession of the residential plot along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement."*
>
> ***(Emphasis supplied)***

11. In the present complaint, the RERA registration certificate was valid up to 31.08.2024. Thereafter, the promoter applied for an extension of the RERA registration, which was granted by the Authority on 14.10.2024, extending the registration period up to 30.08.2025. Accordingly, as per Clause 7.1 of the agreement, the due date for handing over possession of the plot was 30.08.2025. The respondent obtained the Completion Certificate on 26.06.2025 and subsequently offered possession of the plot to the complainant on 05.07.2025, i.e., prior to the due date for handing over possession. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the Authority is satisfied that the respondent has already obtained completion certificate in respect of the said project prior to the due date of handing over possession. Thus, no case for delay possession charges is made out under Section 11(4)(a) of the Act read with proviso to Section 18(1) of the Act. Accordingly, no direction to this effect. It is pertinent to note that there is nothing on record to establish that the respondent has handed over possession of the allotted unit to the complainant. Accordingly, respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the Completion Certificate in respect of the project has already been obtained by it from the competent authority.

12. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the Occupation Certificate/Completion Certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of this

order, upon payment of outstanding dues and requisite stamp duty by the complainant as per norms of the state government as per Section 17 of the Act, failing which the complainant may approach the adjudicating officer for execution of order.

F.IV The respondent is directed to quash the illegal offer of possession cum demand letter dated 05.07.2025.

F.V The respondent is directed to refund the excess amount received/collected from the complainants under the head of electrification charges of Rs.3,03,968/-, refundable IFS against construction of Rs. 1,00,000/-, road repair and cut charges of Rs. 17,700/-, and one time water connection charges of Rs. 39,895/-.

F.VI The respondent is directed not to charge maintenance charges from complainant till 5 years as promised at time of booking and to refund the advance maintenance received of Rs. 91,190/-.

F.VII The respondent is directed not to raise fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.

13. The above-mentioned reliefs F.IV. to F.VII. sought by the complainant are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

14. Maintenance Charges: The complainant raised an objection towards the amount raised towards maintenance charges. This issue has already been dealt with by the Authority in complaint bearing no. ***4031 of 2019*** titled as "***Varun Gupta Vs. Emaar MGF Land Limited***" decided on 12.08.2021, wherein it was held that the respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year.

15. The complainant contended that the responded has charged illegal charges which is not part of buyer agreement. On Consideration of documents available on record and pleadings made by the parties, the

Authority observes that as per Schedule C annexed with buyer's agreement dated 10.10.2024 the total consideration of Rs.70,03,500/- is including only EDC/IDC and all addition charges (including IFMS, registration charges, Stamp duty charges, electrification charges & other possession related charges) shall be charged extra and payable on the offer of possession. Therefore, the respondent shall not charge anything from the complainants which is not part of the buyer's agreement executed between the parties. Thus, certain illegal demands raised in the offer of possession shall not be payable by the complainant. If already paid by the complainant shall be refunded back to them.

F.VIII The respondent is directed not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.

16. The respondent is obligated not to place any condition or ask the complainant to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the Authority in complaint bearing no. ***4031 of 2019*** titled as "***Varun Gupta V. Emaar MGF Land Limited***" decided on 12.08.2021.

G. Directions of the Authority:

17. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. No case for delay possession charges is made out under proviso to Section 18(1) of the Act.

ii. The respondent is directed to handover the possession of the allotted unit to the complainant complete in all aspects as per specifications of buyer's agreement within one month from date of this order, as the Completion Certificate in respect of the project has already been obtained by it from the competent authority.

iii. The respondent is directed to execute the conveyance deed of the allotted unit within a period of 3 months from the date of this order.

iv. The respondent shall not charge anything from the complainant which is not part of the buyer's agreement.

18. Complaint stands disposed of.

19. File be consigned to registry.

(Arun Kumar)
Chairman
Dated 08.09.2026
Haryana Real Estate Regulatory Authority, Gurugram

HARERA
GURUGRAM