BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**6235 of 2025**
Date of filing of complaint:	**10.12.2025**
Date of first hearing:	**14.01.2026**
Date of decision:	**29.09.2026**

Sandeep Arora
R/o: GH-2, Orchid Gardens, Suncity, Sector 54, Gurgaon-122003

Complainant

Versus

M/s Sogno Homes Limited
Bir Singh
Dinesh Sharma
Vivek Verma
All Registered office: 186A/16, Shivaji Nagar-2, Gurgaon-122001

Respondents

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:

Mr. Sanya Arora (Advocate)	Complainant
Mr. Vincy Chanchal (Advocate)	Respondents

HARERA
GURUGRAM

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 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:

S. No.	Particulars	Details
1.	Name of the project	"Universal Aura"
2.	Location of the project	Village Sikandarpur Badha, Sector 82, Tehsil & District Gurgaon.
3.	Nature of the project	Group Housing Colony
4.	Project Area	11.231 Acres
5.	DTCP license no. and validity status	51 of 2011dated 05.06.2011 valid upto 04.06.2015
6.	Name of licensee	M/s Shiv Ganesh Buildcon Pt. Ltd.
7.	RERA Registered/ not registered	**Not Registered**
8.	Unit and Floor no.	J-1402, tower J, 13th floor (page 79 of complaint)
9.	Unit area admeasuring	1179 sq. ft. (Super Area) (page 79 of complaint)
10.	Date of execution of buyer's agreement	20.03.2012[Page 79 of complaint]
11.	Possession Clause	**13.Possession and holding charges** Subject to force majeure, as defined herein and further subject to the allottee having complied with all its obligations under the terms and conditions of this agreement and the allottee not being in default under any part of this agreement including but not limited to the timely payment of the total sale consideration, stamp duty and other charges and also subject to the allottee having complied with all formalities or documentation as prescribed by the company, the company proposes to handover the possession of the said apartment to the allottee **within a**

		period of 36 months from the date of approval of the building plans and/or execution of the apartment buyer agreement whichever is later and subject to terms and conditions and limitations mentioned in the apartment buyer agreement ("commitment period"). The allottee further agrees and understand that the company shall additionally be entitled to a **period of 180 days ("Grace period"),** after the expiry of the said commitment period to allow for unforeseen delays in obtaining the OC etc., from the DTCP under the Act, in respect of the project. **[Emphasis Supplied]** (page 95 of complaint)
12.	Date of environment clearance	**NA**
13.	Due date of possession	20.09.2015 (calculated form the date of execution of BBA, as date of EC is not provided in the file)
14.	Basic sale consideration	Rs.34,68,618/-(page no 85 of complaint)
15.	Amount paid by the complainant	Rs.36,75,133/- (alleged by the complainant, page 5 of complaint, as per SOA dated 17.05.2018, page 121 of complaint)
16.	Occupation certificate /Completion certificate	Not obtained
17.	Offer of possession	Not offered
18.	Cancellation letter	02.12.2025 (annexure C17, page 494 of complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

1. That The apartment buyer agreement was executed between the complainant and M/s Universal Buildwell Private Limited (UBPL) on 20.03.2012. The complainant had elected the construction linked payment plan and as per the ABA, was entitled to be handed over

possession by March 2015. However, despite having paid Rs.36,75,133/- which amount is over and above the basic sale price of Rs.34,68,618/-, the construction of the project remains incomplete till date.

2. That the directors of UBPL have either been arrested for several offences under various penal legislations or are absconding. UBPL was admitted to CIRP in 2018 by NCLT in the matter titled Pallavi Joshi Bakhru Vs. Universal Buildwell Private Limited bearing company petition no. (IB)-456/(ND)/2018 wherein the complainant had also filed a claim and an amount of Rs.54,07,980/- along with interest was admitted by the resolution professional.
3. That the Universal Aura Residents Welfare Association along with the Welfare Associations of two other projects of UBPL, formed a consortium and proposed a resolution plan to take over the incomplete projects and complete construction within 36 months. The resolution plan was approved by NCLT on 07.03.2025, albeit NCLT clarified that the resolution plan shall not be constructed as waiver to any statutory obligations/liabilities arising out of the approved resolution plan and the same shall be dealt in accordance with the appropriate authorities concerned as per relevant laws. If any waiver is sought in the resolution plan, the same shall be subject to approval by the concerned authorities.
4. That the UAWA incorporate a demerged public limited company in the name and style of Sogno Homes Limited (Respondent no.1) and started issuing demand notices, seeking more payment from the complainant May 2025 onwards despite the fact that the complainant has already paid more than the total BSP as far back as 2014, threatening with delay penalty interest@21% p.a. and if not paid within 120 days, then cancellation of the allotted unit along with forfeiture of 30% of the amount already paid.

5. That the complainant refused to make any payment without understanding the locus of the respondents, their motives, the utilization of the fund already handed to them etc. and had sent a detailed list of queries. However, instead of adequately resolving the complainant's doubts, the respondent kept issuing reminders and more demand notices including the penalty charges. Eventually, on 04.12.2025, the respondents issued a purported cancellation notice by noting the incorrect amount that has already been paid by the complainant and alleging that the respondents are constrained to cancel the complainant's allotment of unit no. J-1402 "in terms of the resolution plan".
6. That the respondent no.1, though acting as a promoter as defined under RERA, 2016, has neither received any approvals from DTCP nor procured RERA registration nor entered into any agreement with the complainant prior to issuing such one-sided, arbitrary, unlawful demand notices and the cancellation notice as issued by the respondents qua the complainant's allotted unit are null and void.
7. That the respondent cannot be permitted to illegally and unjustly pressurize the complainant into making any payments as demanded or enforce any penalty or forfeiture as claimed.
8. That being aggrieved by the cancellation notice dated 04.12.025 and the demand notices dated 18.05.2025, 01.08.2025, 23.09.2025 and reminders thereto, issued by the respondent no.1 acting through its directors impleaded as respondent nos. 2,3 and 4 herein have approached the Authority.

C. Relief sought by the complainant:

4. The complainant has sought following relief:

I. Set aside the cancellation notice dated 04.12.2025 issued by the respondents being illegal, null and void and restore unit no. J-1402, Universal Aura to the complainant.
II. Set aside the demand notices and reminders issued by the respondent being illegal, null and void.
III. Restrain the respondents from creating third party rights on unit J-1402 as allotted to the complainant.
IV. Direct the respondents to withdraw the demand for the additional deposit and unit no. J-1402, Universal Aura Project be allocated to the complainant at the original BSP.
V. Declare the penalty @21% p.a. and forfeiture of 30% amounts paid by homebuyers as sought to be imposed by the respondents to be unreasonable, unlawful and not enforceable.
VI. Direct the respondents to obtain RERA registration and company with the provisions of RERA; and
VII. Direct the respondents to execute a fresh apartment buyer agreement/agreement for sale after procuring RERA registration in accordance with Section 13 Act 2016 read with Rule 8, HRERA Rules, 2017 in compliance with law and with the consent of the complainant and restrain the respondents from issuing any further demand notices/cancellation notices till execution of the fresh agreement for sale.
VIII. Impose exemplary penalty and costs upon the respondents for advertising and marketing the Universal Aura Project, collecting notices despite non-registration for advertising and marketing the Universal Aura Project, collecting monies, issuing demand and cancellation notices despite non-registration under RERA and non-execution of agreement for sale as prescribed.
IX. Direct the respondents to disclose the construction plan, timelines, date of handover of possession, statement of accounts to the complainant subject to strict scrutiny of the Authority.
X. Direct the respondents to refund the entire amount paid by the complainant along with interest from 2015 till the date of refund.

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 respondent.

6. The respondent has contested the complaint on the following grounds by way of reply: -

i. That Universal Buildwell Pvt. Ltd. ["**UBPL**"] was incorporated in the year 2004 for undertaking development of real estate projects - residential, commercial and retail projects. UBPL, inter alia, launched several projects, including **Universal Aura** [Sector 82, Gurugram – residential (*subject matter of the captioned Complaint*)], *Universal Greens* [Sector 85 & 88, Gurugram – residential], *Universal Business Park* [Sector 66, Gurugram – commercial], *Universal Prime* [Sohna, Gurugram – residential], *Universal Square* [Sector 59, Gurugram – commercial], *Market Square* [Sector 67, Gurugram – commercial] and *The Pavilion* [Sector 70, Gurugram – commercial]. However, none of the aforesaid residential projects, including the Universal Aura, were completed, thereby leaving the homebuyers in prolonged uncertainty due to inordinate delay.

ii. That the non-completion of the projects was primarily on account of gross financial mismanagement, diversion and misappropriation of funds by UBPL and its directors/ representatives.

iii. That during this period, UBPL executed apartment buyer agreements with various allottees including complainant. Various allottees made payments out of their hard-earned monies based on such agreements. However, UBPL defaulted and consequently admitted to insolvency proceedings in the matter "*Pallavi Joshi Bakhru vs. Universal Buildwell Pvt. Ltd.*", bearing CP (IB) No. 456/ND/2018.

iv. That UBPL's admission to insolvency resulted in the Corporate Insolvency Resolution Process wherein homebuyers such as Complainant were represented as a class of financial creditors.

v. That pursuant thereto, in the 18th meeting of the Committee of Creditors held on 08.09.2021, the resolution plan dated 21.10.2019 was approved with a voting share of 70.44%. The Ld. NCLT approved the resolution plan dated 21.10.2019 vide Order dated 07.03.2025.

vi. That the task of ensuring completion and delivery of all the flats/ units of Universal Aura was handed over to the successful resolution applicant Universal Aura Welfare Association i.e., an association of allottees of flats of Aura Project which also includes the complainant. Subsequently, to implement project Aura Resolution Plan, UAWA constituted and formed Sogno Homes Limited as mandated under the resolution plan.

vii. That respondent no. 1 and UAWA are entities owned, controlled, and operated by all the homebuyers/ allottees of project Aura, Gurugram. Respondent no. 1 is not an entity that is created with the purpose of making profits but to construct and deliver units as per the resolution plan. Therefore, this complaint, does not envisage the typical dispute between a builder and buyer.

viii. That respondent no. 1 and UAWA are implementing the plan through allottees-volunteers and consistently the respondent no. 1 has voiced its requirement for more volunteers. Although the complainant has indirectly attributed complete inaction and lack of intent on the part of respondent no. 1 to implement the resolution plan. However, the same is respectfully denied to be false, misleading, and prejudicial. With limited volunteers, who are also full-time employees/ professionals etc.; after taking over the plan's implementation with effect from 07.03.2025.

ix. That prayers of the complainant are either directly related to lack of implementation or indirectly related to his misinterpretation of the contents the Resolution Plan. Either case, lack of implementation or confusions arising out of the same, can only be adjudicated by the Ld. NCLT.

x. That The Ld. NCLT possesses powers of contempt in case any stakeholder of the Resolution Plan is disobeying the directions envisaged in a plan. The Ld. NCLT also possesses inherent powers to pass directions too which have been overlooked by the complainant.

xi. That any resolution plan formulated, approved, and passes muster under the IBC; is sacrosanct in nature, and has to be given effect to by the Ld. NCLT.

xii. That the complainant also possesses the additional remedy of placing his grievances before the "monitoring committee" which has been entrusted with the task of supervising and invigilating the process of implementation of the resolution plan.

xiii. That many homebuyers are continuing to litigate over allotment related issues before the Ld. NCLT. Evidently, allotment and cancellation related issues are being heard and adjudicated by a forum that allowed the Plan to be formulated and pass muster of bankruptcy law. Thus, any orders passed by this forum, may result in multiplicity of proceedings and legal inconsistences. The complainant has even extracted a table to prove this point at Page 32. However, this table is an extract from the proposal of Unique Developer Pvt. Ltd. (builder/ developer) which is evinced from the watermark of UDPL in this table. It has been publicly announced for all allottees, that development of project Aura will be undertaken by Latyan Infrastructure Pvt. Ltd., i.e., a developer that was selected after extensive consultation with allottees and due-diligence and after inviting public bids from other builders/ developers. Therefore, reliance of the complainant on the offer module of UDPL (*which was financially not feasible for allottees including Complainant*) that provides for additional demand of funds only after construction begins, is misplaced and worth disregarding.

xiv. That the complainant has filed the resolution plan and relied upon selective contents to buttress its submission that demand notices for additional payments cannot be made until construction begins. Shockingly, the complainant has not filed on record the addendum to the resolution plan which has a revised payment structure annexed therein. As per the Addendum Plan (internal Annexure VII), with effect from 07.03.2025 (*date*

of approval of Plan), respondent no. 1 was required to issue demand for additional payments by way of two notices for *Q1 (ending June 2025)* and *Q2 (ending September 2025)*. Notices were primarily issued for the following specific requirements listed within the revised schedule: **(a)** SRA UAWA's share of CIRP costs estimated at Rs. 3.05 Crores that faced an escalation of costs to Rs. 20 Crores **(b)** Rs. 22.71 Crores payable to Financial Creditor DHFL as per the Plan and **(c)** administrative costs of approx. Rs. 24 Lakhs.

xv. That the complainant has relied upon Act and Rules to propound execution of fresh builder-buyer agreements and has further stated that he will comply with additional payment demands only upon execution of such documents. In this regard, the complainant's attention is drawn to the Plan, which pre-supposes utilizing the existing builder-buyer agreement executed between allottees such as himself and UBPL. This aspect of the plan, was drawn and framed keeping in mind other statutory compliances and for this Authority to disregard that will amount to amending/ changing the contents of the plan which is impermissible. Furthermore, the complainant will be called upon to sign bridge documents wherein all such agreements previously executed inter se UPBL and allottees will be bridged/ linked to respondent no. 1. Today, for the complainant to withhold payment of additional demands basis such grounds are untenable. However, being an allottee who has invested his hard-earned monies, if he continues to believe that the plan on this aspect is not correct, he may approach the Ld. NCLT with an appropriate application seeking change in the contents of the Plan before such bridge documents are executed.

7. All other averments made in the complaint were denied in toto.

8. 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 parties.

E. Maintainability of complaint.

9. The complainant booked a unit bearing no. J-1402 in Universal Aura. A builder–buyer agreement was executed between the complainant and Universal Buildwell Pvt. Ltd. Thereafter, Corporate Insolvency Resolution Process (CIRP) proceedings were initiated against the Universal Buildwell Private Limited. Subsequently, the Universal Aura Residents Welfare Association, along with the welfare associations of two other projects of UBPL, formed a consortium and proposed a resolution plan to take over the incomplete projects and complete the construction within 36 months. The UAWA incorporated a demerged public limited company in the name and style of **Sogno Homes Limited**

10. The complainant himself has annexed to the complaint a list of claims received and admitted from financial creditors other than allottees under the real estate project. In the said list, at serial no. 833, the name of the complainant appears, wherein he claimed an amount of Rs. 36,75,133/-, and the admitted claim amount is Rs. 54,07,980/-. This clearly shows that the complainant has already filed his claim before the NCLT.

11. Moreover, a resolution plan was approved by the Adjudicating Authority on 07.03.2025. As per Section 31 of the Insolvency and Bankruptcy Code, 2016, once a resolution plan is approved by the Adjudicating Authority, the same becomes binding on the corporate debtor and all its stakeholders, including creditors, allottees, and other claimants. Section 31 of the IBC leaves no scope for any forum to grant reliefs that are dehors or inconsistent with the approved resolution plan. Further, in view of the overriding effect of the Insolvency and Bankruptcy Code under Section 238, any claim relating to assured returns, possession, interest, or any other contractual or monetary relief pertaining to

the period prior to or during the CIRP proceedings is required to be dealt with strictly in accordance with the approved Resolution/Revival Plan.

12. In view of the aforesaid statutory position and factual matrix, the Authority holds that the present application as well as main complainant is not maintainable before the Authority and the same is to be dismissed devoid of merits.

13. File be consigned to the registry.

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

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