



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	150 of 2020
Date of filing:	05.02.2020
Date of first hearing:	19.08.2020
Date of decision:	10.09.2026

Princess Park Residents welfare association (PPRWA) through its General Secretary Sh. Rishi Sood, RWA Princess Park, Sector-86, Faridabad

....COMPLAINANT

VERSUS

1.M/s BPTP Ltd., through its Director, Sh. Kabul Chawla, M-11, Middle Circle, Connaught Place, New Delhi-110001

2. M/s Countrywide Promoters Pvt Ltd., through its Director, Sh. Rajeev Gupta, OT-14, 3rd floor, Next Door, Parklands, Sector-76, Faridabad, Haryana-121004.

3. Sh. K Makrand Pandurang, DTCP, SCO No. 71 to 75, Sector-17, Chandigarh.

....RESPONDENTS

CORAM:	Parneet Singh Sachdev	Chairman
	Nadim Akhtar	Member
	Dr. Geeta Rathee Singh	Member
	Chander Shekhar	Member

Present: None for the complainant-association

✓

Mr. Hemant Saini , Counsel for the respondent through VC.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. Present complaint has been filed by the complainant's association under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. FACTS OF THE COMPLAINT

2. That the complainant is a registered body (Regd. No. HIR019/2013/00251) under the Haryana Registration and Regulation of Societies Act, 2012 through its elected General Secretary namely Sh. Rishi Sood is filing the instant complaint. Copy of the relevant extract of resolution passed by RWA on 20.11.2019 for filing the instant application is annexed as Annexure-A.
3. That respondent no. 1 , i.e. BPTP Ltd is the builder/developer who undertook the construction work of the group housing project over 17.97 acres of land at Village Budena, Secor-86, Faridabad namely 'Princess Park' comprising of 12 towers excluding EWS as under:
 - i. 2BHK towers are Tower-A,B,C,D,E,F and G



ii. 3BIHK towers are Tower-II,J,KI, and M.

BPTP is the builder/vendor who has executed registered conveyance deed with the respective flat buyers of the multi storied residential complex namely Princess Park in lieu of consideration being paid fully by the flat buyers.

4. That Director, Town and Country Planning, Haryana has granted License to Respondent No.2 (i.e. M/s Countrywide Promoters(p) Ltd.) License no. 443 to 446 dated 27-1-2006 for development of group housing project over 17.97 acres of land at Village Budena comprising of 1304 Flats (including EWS) in the building plan approved vide Memo No. ZP-143/JD (DK)/2010/17426 on 15-12-2010. M/s ASG Overseas Pvt. Ltd.; M/s Garnish Colonizers Pvt. Ltd.; M/s Sun Glow Overseas Pvt. Ltd. and M/s Super Belts Pvt. Ltd. are land owning companies wherein the multi storied building/ Towers has been constructed alongwith the common areas & open spaces well demarcated. Copy of the approved site Plan is annexed as ANNEXURE-C.

5. That the group housing project was launched sometime in the year 2006/2007, till date the project has not been completed by the builder and there is no 'Completion Certificate' for the project. The residential Group housing project namely Princess park, Faridabad is an ongoing project under section 2(0) of the Real Estate (Regulation and Development) Rules, 2017.

6. That out of the total 12 Towers, 4 Residential Towers i.e. Tower A, K, L & M do not have Occupancy Certificate (OC) issued under Clause 4.10 of the Haryana Building Code. Under Section 11(4) of the Haryana Real Estate (Regulation and Development) Act, 2016, it is the responsibility of the builder/promoter to obtain the 'Completion Certificate' from the competent authority. Specimen Copy of Conveyance Deed executed without OC in Tower- A is annexed as ANNEXURE -D. Copy of Conveyance Deed executed without OC in Tower-K is annexed as ANNEXURE - E. Copy of Conveyance Deed executed without OC in Tower - L is annexed as ANNEXURE - F. Copy of Conveyance Deed executed without OC in Tower - M is annexed as ANNEXURE - G

7. That the respondent has failed in his Statutory duties /Statutory Compliances as under:

(A) Section -3 RERA, 2016: Irrespective of the fact that the Princess Park project as on date is incomplete, the Respondent No.1 (M/s BPTP Ltd.) by not registering the project under RERA has contravened Section 3 of the Haryana Real Estate (Regulation and Development) Act, 2016 and have held themselves liable for punishment under section 3.

The Respondent / Developer in absence of registration under the Real Estate (Regulation and Development) Act, 2016, is acting in a non-transparent manner and neither the Govt. Dept./ Authorities nor the resident/ their association is aware of the status/documents relating to



construction vis à-vis completion of construction in time bound manner of the group housing project. The builder on one hand has not completed the residential project 'Princess Park' in the last 15 years and on the other hand recently launched another real Estate project in the vicinity namely BPTP District in sector 81, 84, 85 & 86 selling residential Plot(s). The promoter should not be allowed to launch new projects without first completing the ongoing projects for which the builder has already collected money from innocent buyers. This statutory Authority should take adequate remedial measures/ steps to ensure that the promoter/builder complies with its obligation under contract which is prior in point of time. Infact, as per official of M/s BPTP, the sewerage pipeline/ connection of Princess Park is through the land where the same builder has launched its new Project namely 'BPTP District' in sector -81, 84, 85 & 86 and is selling residential Plot(s). It is submitted due to improper sewerage connection, all sewerage / waste of Princess park gets flooded over the said land / Plots of land i.e. BPTP District. As a consequence of no proper sewage connection, the service Agency is disposing sewerage through Tankers at a cost of Rs 6 lakhs per month and making a profit of 20% over and above the cost of disposal. It is submitted that it is the duty of the developer to provide sewage connection to the society which the developer has not done and for this act/ omission of the Developer, the



residents have been burdened with sewerage disposal cost of Rs 6 lakhs + 20% profit over sewage disposal cost to the sister concern of developer (i.e. BPMS).

(B) Section -4 RERA, 2016: The Promoter/ developer/builder is also in contravention of Section 4 of the Haryana Real Estate (Regulation and Development) Act, 2016: which make it mandatory for every promoter to make an application to the Authority for registration of the real estate -project in the prescribed manner and form. Till date, the Developer has not taken any step to get the project namely "Princess Park" registered under RERA and therefore, there is no transparency in their workings. However, the Respondent has deliberately not complied with either section 3 or section 4 of the Haryana Real Estate (Regulation and Development) Act, 2016 and as a consequence, the Respondent has made itself liable to be prosecuted under section 59 and section 60 of the Haryana Real Estate (Regulation and Development) Act, 2016.

(C) Haryana Development and Regulation of Urban Areas Act, 1975: It is submitted that Rule 15 of the Punjab Schedule Roads and controlled Areas Restriction of Unregulated Development Rules, 1965 is applicable under the Respondent/ builder to whom license has been granted under Section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to 'HIDRUA') and



therefore, the developer/ Coloniser is duty bound to complete the project before the expiry of the period of License. It is an obligation upon the Developer/colonizer to complete the project in accordance with the approved plan and the coloniser shall make an application to the Director as provided under Rule 16 of the Punjab Schedule Roads and controlled Areas Restriction of Unregulated Development Rules, 1965 for 'Completion Certificate', which the Developer/ Coloniser has not yet done. Infact, the developer has not even applied for the 'Completion Certificate' till date.

(D) As per information available in Public Domain, the License granted to the Coloniser & land owners for setting up group housing colony i.e. Princess Park stood cancelled vide Office memo no. 22780-789 dated 1-8-2018 and the administration of the colony/ Princess park was taken over by the Director, Town and Country Planning, Haryana under section 8 of the HDRUA,

(E) It has come to the knowledge of the Complainant herein, that subsequently Director, Town and Country Planning, Haryana has renewed the said License; however renewal of License can be done only for two years as provided under section 3(4) of HDRU Act. It is clear from the foregoing that the renewal of License by the DTCP, Haryana is for a period not more than 2 years and the same is likely to expire sometime in January/February, 2020. Despite this ground



reality, the coloniser/Builder has not taken any steps for completion of the project rather the builder appears to have deserted the project and is only interested in the business of maintenance for the last 7 years making exorbitant profits.

(F) In this Connection, the Complainant on 03.12.2019 herein made a representation before the Director, Town and Country Planning, Haryana with copy to RERA pointing out that:

i.the complete development work in accordance with License granted has not been done so much so till today, the proposed 2nd basement has not been made operational despite repeated requests being made by the residents/Flat buyers;

ii. the Sewerage Treatment Plant (STP) which is one of the integral part of the residential project has not been erected/ commissioned and on the contrary, the maintenance agency deployed therein by the builder/coloniser is carrying on the business of sewerage disposal & earning profits.

iii. There is no flow meter installed for assessment of water consumption and waste water generation; no arrangement regarding solid waste generation & its segregation as required under the Water (prevention and Control of Pollution) Act, 1974

iv. there is no Municipal Water connection available and the housing society is dependant upon borewells to draw water from ground and



apparently no water meter/ flow measurement device has been installed and no permission obtained from the competent authority;

v.the Respondent/ developer/coloniser in the last 5 years have not taken steps to construct the school, proper community centre as per the approved building plan based upon which the License was granted;

vi. the Respondent/developer/coloniser appears to have not deposited proportionate development charges for the purpose of infrastructure development by the Govt. as required under section 2(g) of HDRUA, 1975.

(G) Copy of the letter dated 3-12-2019 sent by the RWA to DTCP with copy marked to Executive Engineer, RERA, Panchkula and also BPMP alongwith its ANNEXURE is annexed as ANNEXURE – II. Copy of the representation made by RWA to BPMS with copy to BPMP on 25-11-2019 is annexed as ANNEXURE – I. Copy of the letter dated 6-12-2019-sent by RWA to BPMS is annexed as ANNEXURE – J.

(H) It is relevant to point out here that the Applicant also places its grievance(s) before the PMO grievance cell wherein the grievance(s) have been marked to Shri K Makarand, DTCP and Shri Devendra Nimokar, STP for appropriate action. The Applicant thereafter on 18.1.2020 also sent a reminder letter to the Dept. for appropriate action. Copy of the Status Report on PMO are annexed as ANNEXURE - K

Copy of the letter dated 18.1.2020 sent to DTCP and STP is annexed as ANNEXURE L.

(I) The RWA in light of the foregoing sent an email dated 26-12-2019 requesting for the following information, which till date has not been provided:

1. Pollution control reports from last 3 years.
2. Aviation clearance certificate of Princess Park.
3. Approved deployment and actual deployment of housekeeping and security as per the work orders.
4. Test Report of STP water, if any, by approved govt.labs.
5. Copy of Work Orders (duly signed) given to vendors for security, maintenance, horticulture, misc., expenses etc.
6. Last 6 months of electricity bills of Princess Park.
7. Sewage disposal connectivity related docs/applications written to HUDA/MCF etc.
8. Project inventory List
9. As Built drawings
10. Structural Plans
11. Architectural plans
12. Main SLD
13. Fire fighting plan
14. Water tank capacity, underground and overhead

15. Fire certificates
16. Lift inspection certificates
17. Electrical and mechanical equipment list
18. Parking plan with marked allocations and dispatch
19. SOP for gate pass and maintenance materials, ingress

The aforesaid email dated 26-12-2019 was also followed by a reminder email dated 2-1-2020. Copy of the email dated 26-12-2019 sent by the RWA to the developer and the reminder email dated 2-1-2020 are annexed as ANNEXURE - M (Colly)

(J) It is the grievance of the residents that the builder/Respondent has deliberately not registered its project "Princess Park" with the RERA Authorities as a stratagem to escape from the clutches of this Hon'ble Regulatory Authority; however the ratio laid down by this Authority in the case of: Sanju Jain v/s TDI Infrastructure Ltd. (Complaint No. RERA-PKI-COMP-144-2018) is applicable in the present case and the Builder / promoter cannot be absolved of its duties/responsibilities as under:

(K) As per section 11(4)(a) of the Haryana Real Estate (Regulation and Development) Act, 2016, it is the 'promoter' who will be responsible for all obligation, responsibilities and functions under RERA till conveyance of all apartments & common area to the allottee(s)/ association of allottee(s). The Building/structure is in bad shape like:

- i. the pathetic condition of basement resulting in water logging and seepage of water causing damage to the structure of the building;
- ii. cracks have developed in Column(s) / Pillars of high rise Towers endangering life of the building as well as residents;
- iii. Continuous seepage / leakage from water pipes/rain water/ sewage water may also cause short-circuit leading to fire;
- iv. Immediate replacement of rusted water pipes & Pipe joints required;
- v. Replacement of old cables as per load and covering of open cables to avoid accidents;
- vi. Fire fighting equipments have not been checked and possible non-functional and no periodical drills are being conducted and/or periodical testing of fire fighting system never done;
- vii. Adequate DG set for supply of electricity to 1108 Flats have to be installed in the society;
- viii. Club condition needs drastic improvement such as no echo control mechanism, non-functional Gym equipments to be replaced, etc.
- ix. Ensuring proper functioning of Rain water. harvesting as per law;
- x. Ensuring proper functioning of solar panels on the rooftop as per law;

- xi. In absence of STP, the residents are burdened with a sum of Rs 6 lakhs per month and 20% markup over the said amount for sewage disposal through trucks;
- xii. No direct connectivity with HUDA Master Road and connectivity is only through Village / Tigaon Road;
- xiii. Building is in dilapidated conditions and the builder/promoter have not painted the residential Tower(s) in the last more than 5 years. The Iron grills/railing are rusting due to the promoter's negligence in duty.
- xiv. the boundary walls are also in a dilapidated condition and at the verge of falling down.

(L) As per Section 11(4)(b) of the Haryana Real Estate (Regulation and Development) Act, 2016, it is the responsibility of the promoter to obtain the 'Completion Certificate' for the entire project and not confined to "Occupancy Certificate" for few Towers. It is submitted that Clause -4.10 of The Haryana Building Code, 2017 prohibits occupation of a building/part of building without grant of "Occupancy Certificate"; however the 'promoter'/ BPITP has deceptively executed conveyance Deed(s) with innocent Flat buyers and have given them possession in Towers A,K, L & M without there being any 'Occupancy Certificate'. Irrespective of the fact that "Occupancy Certificate" has not been issued in 4 Towers, M/s BPITP Ltd. i.e. the builder/Vendor



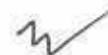
keeping all Flat buyers in dark has executed registered conveyance Deed with Flat buyers in all the 12 Towers in lieu of full consideration being paid fully by the respective Flat buyers.

(M) As per Section 11(4)(d) of the Haryana Real Estate (Regulation and Development) Act, 2016, it is the responsibility of the 'promoter' to provide and maintain the essential services on reasonable charges till the taking over of the maintenance of the project by the association of allottee(s).

(N) In addition thereto, the residents have also been burdened with Rs 6 lakhs per month towards cost of sewage disposal & the sister agency of BPMP (Developer) is making profits. Despite the promoter being under obligation to provide essential services at reasonable rates, the promoter's nominated maintenance agency is presently charging exorbitant rate(s) like CAM Rs 1.75 per sq. ft. and CAF Re 0.42 per sq. ft. over and above such exorbitant rates, the maintenance agency (BPMS) nominated by the promoter is making profit of 20% over & above the total cost & expenses as management services. It is relevant to pointed out here that the security guards deployed by the sister company of developer is sub-standard so much so that the guards are neither properly trained as per security norms/standard nor are they are adequate in numbers for all Towers & common areas. Thus, on one hand the project remains incomplete and on the other hand the

promoter through its sister concerns is earning 20% profit upon services. It is also relevant to point out here that the BPMS/ maintenance agency has proposed to enhance the CAM rates to Rs 3.17 per sq. ft.; thus burdening the residents at the teeth of section 11(4)(d) of RERA, 2016. Copy of the budget submitted by BPMS for revised CAM rates is annexed as ANNEXURE – N. Copy of the letter dated 22-11-2019 is annexed herewith and marked as ANNEXURE – O.

- (O) As per Section 11(4)(g) of the Haryana Real Estate (Regulation and Development) Act, 2016, it is the responsibility of the Promoter/ Respondent to pay all outgoings which the Respondent has already collected from the allottee(s) until the developer transfers possession of the real estate project to the allottee(s) or the association of allottee(s). It appears that the Respondent/ Developer has not deposited the development charges which it has collected from all Flat buyers, and as result of which the Princess Park residential society is being deprived of connectivity with the nearest 24 meters the Master Road (i.e. Azad Hind Marg); no Municipal water connection; no sewerage connection. Infact, the Govt. Dept. (i.e. HUDA)/ its instrumentalities are not interested in taking steps for collection of the EDC and EEDC from the builder. Infact, the 24 meters road dividing Road between Omax Heights and Princess Park shown in the site Plan enclosed herewith do not connect to the HUDA's Master Road resulting in denial of



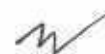
connectivity through HUDA's Master Road. The residents are presently dependant upon the Budena Village Road (known as Sai Dham Marg).

8. That all residents have purchased Flats on super area basis, which includes the built-up area as well as the common areas and facilities. The residents have also paid for EDC and EEDC as demanded by the builder; despite the same, the builder has not deposited the same with Govt. dept. and is sitting over the same and it has become necessary to seek rendition of accounts. As a consequence, today the society do not have connectivity with 24 Mts. master road as the builder is yet to acquire the land from the farmer; there is no sewerage connection provided due to lack of initiative by the builder resulting is sewerage disposal by trucks at the cost of residents. There is no transparency in the total amount collected by the builder from the residents under the head of EDC and EEDC and the amount actually deposited with the Govt. for developmental works/infrastructure development. It is also undisclosed as to the total amount collected from residents under the garb of Power back up, club membership and car parking are undisclosed. The actual cost incurred by the builder towards DG sets is also unknown and it has become necessary to seek rendition of accounts. Copy of the letter dated 21-1-2020 sent to BPTP is annexed as ANNEXURE-Q.
9. That the Complainant submits that in the eventuality, the promoter/builder fails to complete the project as per the sanctioned plan alongwith its facilities/ amenities within the License Period, this Regulatory Authority



may take appropriate steps & pass appropriate order(s) for compensating the Residents in terms of section 18 of RERA, 2016 as well as other provisions of law.

10.Despite being pointed out of the pathetic condition of the Society due to negligence in service, neither M/s BPTP Ltd nor M/s BPMS improve its services and on the contrary M/s BPMS all of a sudden (after 3 quarters) demanded for enhancement of CAM to Rs 3.17 per sq. ft. with retrospective effect 1-4-2019. At present, 1024 Flats out of Total 1108 Flats are being occupied and M/s BPMS taking advantage of the same has withdrawn security guards from all 12 Residential towers which is one of the essential services to be provided by M/s BPTP Ltd. The ground reality is that there are no security guards deputed at any of the 12 residential Towers be it day or night. Admittedly, the project is incomplete, the builder (M/s BPTP Ltd.) is under an obligation to provide for essential maintenance services at a nominal cost till completion of the project. However, the sister concern of M/s BPTP Ltd. is interested in making profits @ 20% profit over the cost of maintenance. The RWA vide its email dated 16-12-2019 also requested the developer to provide a time schedule for all pending works; which the developer did not respond. Copy of the email dated 16-12-2019 sent to BPTP regarding project completion is annexed as ANNEXURE -R



11. For the purpose of safety and security of the gated residential colony, M/s BPMS deployed 49 guards (in 2 shifts, including supervisors) at different place(s) as under: Main Gate, 12 Towers, Basement, Club, EWS. The guards deployed by M/s BPMS have regularly been complaining to the residents that their wages have not been paid for couple of months, even for 3 months sometimes.
12. Despite pathetic service being provided by M/s BPMS, the resident(s) have been paying their charges / common area maintenance charges (CAM). The RWA brought to the knowledge of M/s BPMS that it has drastically failed in providing satisfactory service to the residents in the last 7 years which has resulted in severe damage to the building/residential Towers.
13. In the interest & welfare of the residents, this kind of autocracy and dictatorship was vehemently opposed by the RWA. Firstly, the charges of CAM cannot be enhanced with retrospective effect; Secondly, it is the responsibility of the developer/builder to provide services at a nominal cost; and Thirdly, there cannot be any enhancement without mutual discussion with the RWA/ residents. Under the given circumstances, the RWA started exploring and/or negotiating rates / quotation with other established & renowned Agency(s). The RWA has upon preliminary negotiation(s) with different Agency(s) has discovered that the enhancement of charges as claimed by M/s BPMS is unrealistic and exorbitant. In this connection, the RWA held a meeting with the



representatives of BPMS on 4-1-2020 when discussion were held for change of maintenance agency from BPMS to another shortlisted agency and for the purpose of smooth transition, BPMS were asked to provide various details. Copy of the minutes of meeting held on 4.1-.2020 sent through email is annexed as ANNEXURE - S.

14.The sister concern of the developer after removing all security guards from the society has sent a coercive letter 6-1-2020 for increasing CAM to Rs 3.17 per sq. ft. with the threat to collect the CAM from back date i.e. 1-4-2019 beyond terms of contract and in an arbitrary and capricious manner. The letter sent by the sister concern of the developer nothing less than looting innocent residents of their hard earned money and this Authority cannot be expected to be a helpless spectator in such king of situations. Copy of the letter dated 6-1-2020 sent by BPMS to the RWA is annexed as ANNEXURE - U.

15.Under the given circumstances, in the interest of residents, RWA has initiated the process of inviting offers/ quotation from independent Agencies for providing manpower and maintenance services and vide email dated 17-1-2020 also requested BPMS (sister concern of the developer) to submit its quotation; when BPMS vide its email dated 18-1-2020 has expressed that they will provide maintenance service @Rs 2.73/- per sq. ft.. The Complainant /RWA vide its letter dated 21-1-2020 informed the developer/ builder that its selected Agency has expressed its inability to



continue with the services at nominal rates and therefore, M/s BPTP Ltd. has been requested to enter into Tripartite Agreement with the Selected Agency of RWA and RWA for the purpose of manpower and maintenance service only for which RWA /complainant shall provide the Draft Tripartite Agreement shall be sent in due of course of time. Copy of the email dated 17-1-2020 sent to BPMS and reply from BPMS dated 18-1-2020 are annexed as ANNEXURE – V. Copy of the letter dated 21-1-2020 sent to M/s BPTP is annexed herewith and marked as ANNEXURE – W.

16. Feeling aggrieved, present complaint has been filed.

B. RELIEFS SOUGHT

In view of the facts mentioned above, complainant prays for the following relief(s):-

i. direct the Respondent / promoter to complete the residential project "Princess park" within a time bound manner in accordance with sanctioned plan & project specification as per section 14 of RERA, 2016;

Alternatively, direct Respondent No.3 to complete the residential project as per section 8 of HDRUA, 1975;

ii. pass appropriate directions upon M/s BPTP Ltd. under section 59 and section 60 of RERA, 2016 for violation of section 3 and section 4 of RERA, 2016 respectively.



- iii. direct that under section 11(4) of RERA, 1975, the promoter/ M/s BPTP is responsible for all obligation, responsibilities and functions under RERA till conveyance of all apartments & common area to the allottee(s)/ association of allottee(s) for the following:
- a. the pathetic condition of basement resulting in water logging and seepage of water causing damage to the structure of the building;
 - b. cracks have developed in Column(s) / Pillars of as well as residents; high rise Towers endangering life of the building
 - c. Continuous seepage / leakage from water pipes/rain water/ sewage water may also cause short-circuit leading to fire;
 - d. Immediate replacement of rusted water pipes & Pipe joints required;
 - e. Replacement of old cables as per load and covering of open cables to avoid accidents;
 - f. Fire fighting equipments have not been checked and possible non-functional and no periodical drills are being conducted and/or periodical testing of fire fighting system never done;
 - g. Adequate DG set for supply of electricity to 1108 Flats have to be installed in the society;
 - h. Club condition needs drastic improvement such as no echo control mechanism, non-functional Gym equipments to be replaced, etc.

- i. Ensuring proper functioning of Rain water harvesting as per law;
 - j. Ensuring proper functioning of solar panels on the rooftop as per law;
 - k. provide sewage connection as the residents are burdened with a sum of Rs 6 lakhs per month and 20% markup over the said amount for sewage disposal through-trucks;
 - l. provide direct connectivity with 24mts IIUDA Master Road as presently connectivity is only through Village / Tigaon Road;
 - m. Building is in dilapidated conditions and the builder/ promoter have not painted the residential Tower(s) in the last more than 5 years. The Iron grills/ railing are rusting due to the promoter's negligence in duty.
 - n. the boundary walls are also in a dilapidated condition and at the verge of falling down.
- iv. direct the promoter/ M/s BPTP to obtain the 'Completion Certificate' for the entire project (Princess Park) under section 11(4)(b) of RERA, 1975 and cause transfer of Title under section 17 of RERA, 2016;
- v. award compensation to the residents of Tower A,K,L & M for deceptively being put in possession after execution of Conveyance Deed without there being any 'Occupancy Certificate'.



- vi. direct the promoter to provide and maintain the essential services on reasonable charges till the taking over of the maintenance of the project by the association of allottee(s) as per section 11(4)(d) of the Haryana Real Estate (Regulation and Development) Act, 2016;
- vii. direct the 'promoter' to refund / reimburse the total amount collected by M/s BPMS from residents under the heading of 20% mark up from the residents in last 5 years;
- viii. direct the 'promoter' to refund / reimburse the total amount collected by M/s BPMS under the sewerage disposal @Rs 6 lakhs per month for the last 5 years;
- ix. direct the promoter under Section 11(4)(g) of RERA, 2016 to pay all outgoings which the Respondent has already collected from the allottee(s) until the developer transfers possession of the real estate project to the allottee(s) or the association of allottee(s);
- x. direct the 'promoter' to take steps with Govt. dept. to provide connectivity with the nearest 24 meters the Master Road (i.e. Azad Hind Marg) through the 24 meters road dividing Road between Omax Heights and Princess Park shown in the site Plan enclosed herewith;
- xi. direct the 'promoter' to take steps with Govt. dept. to arrange for providing potable water from the Municipal Corporation of Faridabad;



- xii. Direct the builder to preserve the amount of IMPS collected from the residents and handover the same to RWA's bank A/c without any deduction;
- xiii. Direct the builder to disclose the actual cost incurred in electrification and installation of STP and pro-rata distribution amongst all the apartments in the society;
- xiv. Direct the builder to disclose the actual amount collected from the residents under the heading of EDC and EEEDC vis-a-vis the amount deposited with Govt.;
- xv. Direct the developer/builder/promoter to refund the amount collected from the residents under the heading of EDC and EEEDC;
- xvi. Direct the developer/builder/promoter to refund the amount collected from the residents under the heading of 'club membership' and 'Car Parking';
- xvii. pass any other order as this Hon'ble Authority may deem fit and necessary in the interest of justice.

C. REPLY SUBMITTED ON BEHALF OF RESPONDENT ON 10.11.2020.

17. That, during the pendency of the present Complaint, all the members of the Residents Welfare Association (RWA), after initiating the frivolous Complaint have demitted their respective positions. Accordingly, the resolution passed by the RWA against the Respondents is invalid and the

present complaint is liable to be dismissed. However, the said position has not been brought to the fore of this Hon'ble Authority. Copies of resignations of the RWA members are attached as Annexure R/1 colly.

18. That the Complainant has deliberately impleaded the Respondents despite being aware that Respondent are neither proper nor necessary party to the present Complaint and their names are liable be deleted from the array of parties on account of misjoinder of parties. The present Complaint is liable to be dismissed having filed on the basis of false and misleading averments.
19. That, notwithstanding the rights and contentions of the Respondents in the present Complaint, it is submitted that the Complainant Association has signed agreement dated 03.02.2020 and thereafter vide addendum to the said agreement dated 05.03.2020. Accordingly, in view of the said settlement agreement and addendum thereto, the present Complaint is liable to be withdrawn and the Complainant Association cannot be permitted to approbate and reprobate, on one hand file the present Complaint by making false and frivolous allegations and on the other arm twist the Respondents and the BPMS, the maintenance agency in the Group Housing, to execute settlement agreement and addendum. Copies of the Agreement dated 03.02.2020 and addendum dated 05.03.2020 are attached as Annexure R/2 colly.
20. That the present complaint though ostensibly is a single Complaint but has been filed by so called members of the Association and the facts pertaining

to each member/allottee are different. It is submitted that the Association may be directed to file complete duly signed list of its members/ unit holders on whose behalf the present Complaint has been filed. Further, the Respondents seek indulgence of this Hon'ble Authority to file details pertaining to each working member of the Association, subsequently.

21. That, the members of the Complainant Association are not identically placed, their transactions with the Respondents are arising out of separate Flat Buyer's Agreements and Maintenance and service Agreement being duly executed by each member of the Complainant Association with the Respondents at different stages of the project "Princess Park". It is further stated that the dates of booking, dates for execution of the Agreement/Contract, dates for remitting payments, defaults committed by them under the Agreement and the defaults by the members towards remittance of Common Area Maintenance Charges (CAM) are based on the different facts and circumstances of each allottee and distinct from each other. Respondent No. 1 & 2 have duly performed under the said Agreement and the obligations cast under the said Agreement stands concluded upon delivery of possession and registration of Conveyance Deeds in favour of members of Complainant Association. It is further stated that there are many members of the Complainant Association who are not even the original applicants/ allottees many of them have bought the



units by the way of transfer of booking/ allotment from original allottees/ buyers the secondary 'open' market on commercial terms.

22. That the Complainant Association has no locus standi or right to file the present Complaint before this Hon'ble Authority in as much as there is no privity of contract between the Complainant Association and the Respondents. No agreement was executed between the Complainant Association and Respondent.

23. That the allegation with respect to incompleteness of the Project is wrong and is misleading. It is pertinent to mention that the Respondent No 2 i.e. M/s Countrywide Promoters Pvt. Ltd., the Licensee company after obtaining License no. 443 to 447 of 2006 dated 27.01.2006 and subsequent approvals from relevant Authorities jointly with the Respondent No 1 M/s BPITP Limited, developed the Group housing project namely "Princess Park" over land measuring 17.97 acres in Sector-86, Faridabad. In order to fulfil their contractual obligations, the Respondents after completion of "internal development works" i.e. completion of road, storm water drainage, sewer disposal & its treatment, landscaping and street lighting for the entire Group Housing and obtained occupation certificates (OC) vis-à-vis 8 towers - D, E, F, G, B, C, H & J out of total 12 towers. In addition to this, the Respondents have also developed convenient shopping, community building as support infrastructure for the allottees of the said Project.



24. It is submitted that OC for the remaining 4 towers i.e. A, K, L & M, was applied by the Respondents, on 25.07.2013, of fact the relevant authorities such as Senior Town Planner (STP), Faridabad, Chief Engineer, Haryana Shahari Vikas Pradhikaran (HSVP), confirmed that the services are functional & operational, also, NOC was obtained from HAREDA (Haryana Renewable Energy Development Agency), Fire NOC was obtained from the Commissioner, Municipal corporation Faridabad. Since, the Internal Development works, as prescribed under the Haryana Development and Regulation of Urban Areas Act, 1975 (hereinafter referred to as 1975 Act) were completed by the Respondents, Units in the project in question were offered to the allottees, presently, more than 921 families are residing therein. It is also submitted that License bearing no. 443-447 of 2006 was unilaterally cancelled by the DTCP, against which the Respondents filed an appeal before the Appellant Authority, consequently, the Licence was renewed by DTCP, on 21.11.2018, which is still valid.

25. That the contentions raised in the answering Complaint are baseless, Development works in the Project in question are complete as prescribed under section 2 (i) of the 1975 Act, Internal Development Works under section 2(i) to mean:-

- (i) metaling of roads and paving of footpaths;
- (ii) turfing and plantation with trees of open spaces;

(iii) street lighting;

(iv) adequate and wholesome water supply;

(v) sewers and drains both storm and sullage water and necessary provision for their treatment and disposal; and

(vi) any other work that the Director may think necessary in the interest of proper development of a colony.

It is submitted that for the purpose of storm water adequate rain water harvesting pits have been constructed and are being maintained and the excess water during rainy season is being disposed of in the storm water drain running parallel to the PWD (Public Works Department) road. It may be relevant to mention here that HISVP has not laid any storm water drainage line in the vicinity owing to non-acquisition of land for 24 meter wide road. For sewage management, Sewerage Treatment Plant (STP) of 700 KLD is functional at site and is being periodically inspected by the HSPCB (Haryana State Pollution Control Board) and the Respondent has valid consent to operate for operation of the said STP. In addition, permission for sewer connection with trunk sewer line of HISVP through Company's other owned lands has been already been obtained vide HISVP letter no. 6554 dated 27.09.2019.

It is submitted that permission from HISVP vide Letter No 7186 dated 29.11.2019 for water supply connection with HISVP line was obtained. In addition, bore wells are installed, after seeking permission from CGWA



(Central Ground Water Authority) to meet the interim requirement of the Group Housing till HSVP's line become operation.

26. That the grid power connection from DIIBVN has been installed, in addition, for the purpose of alternate power, DG (Diesel Generator) sets have been provided to run essential services as well as to supply power to dwelling units.
27. With regard to construction of schools and community building, it is relevant to point out that community building namely "Sanctuary Club" has already been constructed and functional whereas for the purpose of seeking transfer permission / time extension for completion of school by third party is pending with the concerned Department.
28. Adequate landscapes have been created and green and open areas have been developed Respondents and are being maintained by BPMS, the maintenance agency in the Group Housing, not being party to the present litigation. The Street lights are functional in the said project and are being maintained properly.
29. It is submitted that the approach to the Group housing through existing Tigaon Faridabad road of PWD, B&R is available whereas connectivity with HSVP master road as desired by the Complainant is possible only if HSVP acquires the adjoining 24 meter wide internal circulation road which is not part of the EDC nor does the said land falls in the License land.

30. It is submitted that the possession of the units/flats in the project in question were offered by the Respondents after the Internal Development works as prescribed in the 1975 Act were complete. It is further submitted that the roads have been laid, water supply including overhead and underground water tanks, sewerage and STP in group housing colony is fully functional, storm water drainage and rain water harvesting system are in operation, streetlights are functional and greens / parks / green belts are fully developed.
31. That, in the Project in question the Respondents sold 1101 flats out of which, allottees of 1076 flats have taken possession much prior to the enforcement of the Real Estate (Regulation and Development) Act, 2016 came into force, therefore, the subsisting relationship between the Complainant Association and the Respondents shall be strictly governed in terms of the clauses of the conveyance deed duly registered and no relief can be sought by the Complainant Association.
32. Accordingly, as has been specified vide various provisions of the Act, the agreements that were executed prior to the registration of the project under RERA shall be binding on the parties and cannot be reopened:
33. That the Complaint is an abuse of the due process of law and hence liable to be dismissed. Some instances of misstatement, suppression and concealment of material facts may be stated as under:



34. Before grant of OC for towers in the Group Housing complex, various inspections were carried out in the Project by the different Departments. The site was inspected by the Sub Division Engineer, HUDA and it was confirmed that the public health services have been laid and are functional. Similarly, the Site was also inspected by the office of Chief Administrator, HUDA and it was confirmed that the external services including water supply, sewer, SWD, Roads, Street Lighting and Horticulture qua the Towers have been laid at site and are operational/ functional. It is submitted that Fire NOC for all Towers was issued by the Commissioner, Municipal Corporation, Faridabad vide letter dated 15.03.2012 and the said NOC has been renewed from time to time, the last being vide letter dated 14.02.2017 and is valid till 16.01.2022. Also, the registration of Lifts has been regularly renewed time to time. Hence, from the aforesaid submission it is apparent that all the technical inspections and approvals have been in place for grant of OC. Copies of the letter dated 25.06.2013, Reports from Sub Division Engineer, HUDA, the Chief Administrator, HUDA, Fire NOC with latest renewal and Lift. NOC are annexed as ANNEXURE-R/3 (COLLY).
35. From the approvals and clearances mentioned hereinabove it is clear that the unit have been fit for habitation and all essential and other facilities have been in place for handing over possession of the unit, since 2013.



36. It is submitted that, as is evident from the notices dated 30.12.2011 and 08.05.2012 that the Respondents paid EDC in entirety for the Project in question. However, in a notice dated 15.05.2014, issued by DTCP ("Department"), EDC was reflected as an outstanding and the Respondent No 2 was directed to clear the dues, inter alia, towards EDC with interest. It may not be out of place to mention that in view of order dated 19.03.2013 in CWP No. 5835/2013 (Balwan Singh & Ors. v/s State of Haryana), wherein the Hon'ble High Court of Punjab and Haryana stayed the EDC notification, the Department insisted on clearing EDC for issuance of OC for the balance 4 Towers. The Respondents made various representations to the Department clarifying its stand that EDC, in totality, stood paid qua the Project in question, since 2010, finally the Department rectified the error and issued Schedule dated 27.09.2018 reflecting the EDC to be fully paid qua the Project in question. Hence, the impediment towards issuance of the OC has now been rectified and the OC will be issued by the Department (DTCP). Copies of notices dated 30.12.2011, 08.05.2012, 15.05.2014 and Schedule dated 27.09.2018 are annexed as ANNEXURE-R/4 (COPY).

37. That the development charges stands fully paid by the Respondents. It is submitted that the contention of the Complainant Association with regard to pendency of 24 meter wide internal circulation road on account of non-payment of infrastructure development charges by the Respondents is



completely false, misleading and frivolous. In the said regard it is germane to state that EDC and IDC demanded by the Department does not include the land cost and construction cost of aforesaid 24 meter wide internal circulation roads, the said roads are the responsibility of the Colonizer in whose Licensed land it falls. In the instant case the portion of 24 meter wide road falling in licensed land has already been constructed by the Respondents but they are non contiguous as remaining stretch of road falls in the un-acquired land. The said matter has already been taken up and pursued by the Respondents with HISP for acquisition of land for construction of road, the said decision is still pending consideration.

38.It is pertinent to point out that the Group Housing has three DG sets of total capacity of 2520KVA (kilo-volt-12 ampere) (2x1010KVA + 1x500KVA) against which the existing electrical load requirement, which is less than 2520KVA, whereas the sanctioned load is about 5MVA (Mega Volt Amp), despite maximum occupancy which does not entail any further augmentation, however, the Respondents have committed that before reaching the peak load, they shall provide additional owned DG or at rental. In case of rental DG, the cost of rent shall be borne by the Respondents.

39.The Respondents have taken all necessary steps for the completion of project in time bound manner and obtained desired approvals, sanctions including OC from time to time, all the services are functional and operational, convenient shopping, community building which are acting as

supporting infrastructure are in place, water supply, storm water drainage, sewage disposal, security, housekeeping, electricity grid / DG power are available. All the installed DGs are confirming to Environmental (Protection) Act, 1986 and they are being properly maintained and desired checks are being carried out from time to time.

40. The allottees in the Project have willingly and voluntarily executed the Conveyance deeds to have the ownership of their respective Units. It is submitted that the allottees before the execution of the conveyance deeds carried out physical inspection of their respective Units to access and get satisfy about the completion status.

41. That despite execution of the Conveyance Deeds and simultaneously entering into Maintenance & Services agreement with BPMS (BPMS Agreement), a subsidiary of Respondent No 2, Complainant Association has misleadingly filed the present Complaint to unlawfully gain at the expense of the Respondent No. 1 and 2. s and their subsidiaries, when the allottees have defaulted in payment which as on date comes out to be Rs 4,33,87,518/- towards the Common Area Maintenance Charges (CAM) in complete disregard to the terms of the said BPMS agreement. BPMS being a customer friendly service provider provided the allottees with multiple opportunities to deposit CAM charges.



42. With regard to the defaults in payment of maintenance charges there are about 450 residents/ occupants in the Project, who have failed to remit the payments.
43. It is mentioned in earnest that the present maintenance charges are paltry vis-à-vis to the actual landing rates resulting in financial losses to the maintenance agency. Therefore, left with no alternative the maintenance agency issued several notices/legal notices to the respective unit owners who made defaults in making timely payment of CAM charges and since, the said customers further defaulted the maintenance agency filed Petitions/Applications before the I.d. Presiding officer Permanent Lok Adalat (public utility services), Faridabad Accordingly, the present Complaint has been filed to curtail the revision of the said CAM charges.
44. On 12.02.2020, the Maintenance Agency wrote to DTCP for issuance of directions to the defaulting members of the Complainant Association. In the said regard, on 03.03.2020, District Town Planner (DTP), Faridabad, issued notice to the Complainant Association. Copies of list of defaulters, wherein cases filed before I.d. FLA PLA, Outstanding dues towards BPMS, letter dated 12.02.2020 and DTCP notice dated 03.03.2020 are attached as Annexure R/5 colly.
45. In reverence to the long association with the members of the Group Housing and the Complainant Association, the Maintenance Agency has repeatedly been taking up and efficiently resolving all the alleged

2

contentions in time bound manner despite the fact that Common Area Maintenance charges are lower than the actual landing cost and there is huge outstanding, since, the members have been lackadaisical in remittance of the maintenance dues. It is submitted that in order to conciliate, Maintenance Agency ("BPMS"), on 04.01.2020, arranged a meeting with the Association of the Group Housing, wherein it offered RWA to either takeover the entire operation & maintenance and allow Maintenance Agency to raise invoices on "cost plus 20% markup", through prepaid metering system, in which RWA will have active participation in selection of vendors vis-à-vis their rates, verification of bills etc. BPMS further offered that for the said purpose, it is ready to provide handholding support till taking over by RWA. In the said meeting the Complainant Association submitted that they are ready and willing to take over the entire operation & maintenance of Princess Park and desired various documents, the status whereof was duly supplied by Maintenance Agency vide its letter dated 06.01.2020. It is made clear that BPMS offered the operation and maintenance of the Group housing to the Complainant Association as per DTCP policy no. PF-40B/JE(BR)/2012/310-311 dated 10.10.2012 which states that even upon part-completion/part-OC, the maintenance may be handed over to the RWA without requirement of completion certificate.

46. That despite having shared all the required documents and information, the Complainant Association was reluctant to take over the maintenance



services and hence approached BPMS, the maintenance agency, to find an amicable resolution.

47.It is submitted that the Complainant Association and BPMS, on 03.02.2020, executed an agreement and later, by own volition both the parties also executed addendum dated 05.03.2020 to the said agreement. It is relevant to mention here that despite entering into agreement once again the Complainant Association has approached the BPMS and requested to amend the terms of agreement and considering the request of the Complainant Association, with a view to amicable resolve the matter in dispute for all times to come, an addendum to the said agreement dated 05.03.2020 got duly executed between the Complainant Association as well as other members/residents of society and BPMS, in view of the given facts and circumstances the present Complaint is not maintainable and liable to be dismissed.

48.In order to take considerate view in the matter, on 16.10.2020, the Maintenance agency has given a one-time offer for payment of Common Area Maintenance (CAM) at the rate of Rs. 125/- per Sq ft from January' 2020 to September 2020. A copy of email dated 16.10.2020, is enclosed as Annexure R/6.

49.That the complaint under reply is also not maintainable before this Hon'ble Authority since the alleged claims of the Complainant Association are not covered under the agreed terms and conditions of the contract mutually

agreed and reduced into writing between the Complainant and the Respondents.

D. ADDITIONAL DOCUMENTS FILED BY THE PARTIES.

50. Complainant had filed rejoinder to the reply filed by the respondents in registry on 09.02.2021 denying the misleading statement/submissions of respondent and stating that I.d. Registrar of Societies on 04.12.2020 has appointed Dr. JP Singh as the Administrator to manage the affairs of the society till the next elections which have already been scheduled for 22.02.2021.
51. Complainant had filed rejoinder in registry on 26.07.2021 making submissions in support of the pleadings.
52. Complainant had filed documents proving the registration and membership (616 in numbers) of complainant RWA in registry on 26.09.2024.
53. Complainant had filed copy of handover agreement dated 14.08.2021 in registry on 08.11.2024. Vide said agreement, the developer and the BPMS has from the date of this agreement, handed over to the PPRWA, the operations, maintenance and administration of Services of Princess Park on as is where is basis and the PPRWA has taken over the same 'in principle' and site will be vacated by 21.08.2021.
54. Respondents had filed CA certificate stating net outstanding amount as ₹ 5,07,33,555/- in registry on 17.12.2024.

55.Respondents had filed an application/documents in compliance of order dated 04.12.2025 stating therein as follows:-

- i. That during the proceedings held on 04.12.2025, the I.d. counsel for the Complainant submitted before the I.d. Authority that certain deficiencies exist in the project and that no steps have been taken by the Respondent to rectify the alleged defects. The said submissions were vehemently denied by the I.d. counsel for the Respondent, who sought time to place on record the latest status report along with photographs before this I.d. Authority. The I.d. Authority was pleased to grant liberty to the Respondent to file the said documents.
- ii. That in compliance with the aforesaid order dated 04.12.2025, the Respondent hereby submits the following documents and submissions to be taken on record by this I.d. Authority:
- iii. That the project in question is known under the name and style of "Princess Park", located at sector 86, Faridabad, which expands over 17.97 acres.
- iv. It is of the essence to note that the project has already been handed over to the RWA on 14th August 2021, despite of which the Respondent has continued to renovate the project, despite of the handover to the RWA.
- v. The Respondent Company has been continuously working towards rectification of deficiencies in the project and continues to do so till

date. The Respondent has incurred an expenditure of approximately Rs. 5 crores towards rectification and repair works and plan to insure further expenditure of Rs. 4 crores towards repair work.

- vi. That the Respondent has already completed major rectification works at the project site, including all electrical works, which stand fully completed. Photographs evidencing the completed electrical works are annexed herewith as Annexure 1 (Colly). Respondent duly communicated
- vii. That as and when various works are completed, the the status and details of the work executed to the RWA through emails and subsequent to that meetings are also held among the Developer/BPMS/Respondent authorized representative and RWA members seeking access for completion of pending work at basement. The RWA has duly replied to the email correspondence received from the respondent in this regard is annexed as Annexure-2.
- viii. That photographs depicting the labour force and manpower currently deployed at the project site and engaged in ongoing repair and rectification activities are annexed as Annexure 3(Colly).
- ix. That photographs showing the rectified works carried out by the Respondent are annexed as Annexure 4.



8. That with respect to Basement-2 (B2), the Respondent has completed repair works in all towers. Corresponding emails confirming completion were shared with the RWA, wherein the RWA acknowledged the work and pointed out certain observations. However, despite the same, the RWA has taken a contradictory stand before this I.d. Authority by stating that no work is being carried out at the project site. It is submitted that retrofitting works in Basement-2 have been completed, involving an estimated expenditure of approximately Rs. 5 crores. Photographs and documents pertaining to the retrofitting works of the basements are annexed herewith as Annexure 5(Colly).
- xi. It is further submitted that the Respondent has been regularly requesting the RWA to provide access to Basement-1 (B1) for repair works. However, the RWA has not allowed entry or passage, due to which the contractor has remained idle, and the Respondent has incurred idle and sitting charges. Further, an expenditure of approximately Rs.4 crores would be incurred by the Developer/BPMS/Respondent for repair and retrofitting works in Basement-1, which cannot be undertaken due to the denial of access by the RWA.



xii. That the following work orders are executed among Developer/BPMS/Respondent with various contractors for repair and maintenance of the basement:

- a. M/s Fair Contech Engineering Pvt Ltd dated 30.09.2024 for repair cum maintenance work of basement columns and beams
- b. M/s Vivaan Contech India Pvt Ltd dated 26.11.2024 for repair cum maintenance work of the basement columns and beams
- c. M/s Niagara Heights Pvt Ltd dated 07.01.2025 for repair cum maintenance of basement columns and beams
- d. M/s Radhey Enterprises dated 02.08.2025 for repairing and maintenance work of basement columns 30 No's and beams 20 No's
- e. M/s Aakash Engineering dated 07.07.2024 for repair cum maintenance work for the basement columns and beams
- f. M/s Aditi Constructions dated 12.08.2025 for repairing and maintenance work of basement columns 50 No's and beams 30 No's
- g. Fast Track Projects dated 18.08.2025 for maintenance columns 50 No's and beams 30 No's.

That copies of work orders issued to various contractors for rectification and repair works are annexed herewith as Annexure 6(Colly).

xiii. That in view of the foregoing facts and documents placed on record, it is respectfully submitted that the Respondent has been diligently and continuously undertaking rectification and repair works at the project site in compliance with its obligations. The allegations of inaction or non-compliance levelled by the Complainant/RWA are therefore false, misleading, and contrary to the documentary record. The Respondent has acted in utmost bonafide and remains willing to complete the remaining works, subject to the RWA providing



unhindered access to the project premises, particularly Basement-1 (B1), in the interest of justice and for effective resolution of the issues involved.

56.Complainant had filed written arguments reiterating the grievances alongwith photographs in registry on 09.03.2026.

57.Complainant had filed list of allottees and their respective payments they made towards IFMS and Tanker charges as Annexure-A and B respectively, in registry on 09.03.2026.

58.Respondent had placed on record submissions as well as documents in registry on 06.05.2026 stating therein that the Security deposit of Rs.8,50,48,500/- have been fully set off against the Common Area Maintenance Outstanding, Electricity Outstanding, Admin Outstanding, Interest in terms of the CAM agreement and Other Charges which as on 14.08.2021 (date of handover) was Rs.12,17,26,251/-, as of today Complainant/ RWA as to pay outstanding of Rs.5,13,04,687 including interest to the Respondent. A copy of CA Certificate along with Customer wise outstanding details are marked as Annexure A4.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

29.During the course of oral arguments on 07.05.2026, ld. Counsels appearing on behalf of both parties reiterated their submissions as made in pleadings. Adv. Denson Joseph, I.d. Counsel for complainant relied upon the report of

local commissioner to state that O.C for the phase-3 has been delayed, services are not adequate and operational at site. In respect of due towards CAM charges, he stated that no bill has been raised by the respondent or BPMS till date. He is pressing for transfer of IFMS charges amounting to ₹ 13 crores. It is the stand of Id. counsel for the respondent that maintenance work and rectification of deficiencies has been taken care of by the respondent. Necessary works orders were issued. However, it is the association who is having complete control of all the towers (vide handing over agreement dated 14.08.2021) is not allowing access to basement. Without their permission, no work can be done. STP and other amenities are adequate and operational at site. Due inspection was made by the RWA before handing over of towers for maintenance. My dues towards the association are recoverable to the extent of 5 crores.

30. Further, it was clarified by Id. Counsel for complainant that no relief in specific has been sought against respondent no. 3.

31. Today, an email dated 10.09.2025 has been received from Adv. Denson Joseph, counsel for complainant stated that *'I am the counsel for the complainant association in RERA-PKL-150-2020 and may I submit that I have already advanced my arguments in this matter and my written arguments are also on record and I have nothing to add any further'*.



32. ISSUES FOR ADJUDICATION AND OBSERVATION OF THE AUTHORITY ON THE VARIOUS RELIEFS SOUGHT BY THE COMPLAINANT.-

(a) Whether the complaint is maintainable or not?

33. Authority vide its detailed order dated **17.08.2022** has decided the issue of maintainability which is reproduced below for reference:-

"After hearing arguments of both parties Authority observes and orders as follows:

- (i) As far as argument of respondent regarding status of association is concerned, there is oral submission of ld. counsel of complainant that election took place and a new body has been elected. But no proof in this regard has been placed on record. Therefore, Association is directed to place on record complete list of allottees and status of Association.*
- (ii) In respect of issue of maintainability of present complaint is concerned, it is observed that majority of allottees had already taken possession of their respective apartments between years 2015-2018. In majority of cases, even conveyance deeds have also been executed. Respondent has received occupation certificate of 8 Towers out of total 12 Towers of this project, whereas in regard to remaining 4 towers Occupation Certificate is yet to be obtained. Respondent has further submitted that STP Faridabad, Chief Engineer (HSVP) sent their report that services had been laid and functional apart from getting NOC from HAREDA, Fire NOC was obtained from commissioner, Municipal Commissioner Faridabad. All the technical inspections and approvals are in place for grant of OC. He further claimed that more than 921 families are residing.*

Majority of allottees had already taken possession of their booked units and got their conveyance deeds executed without any protest 5-6 years ago. Further, it is observed that maintenance has already been taken over by RWA in August 2021. So, Authority now has limited jurisdiction to deal with the grievances of the allottees association specifically pertaining to pending works in the towers A, K, L and M and handing over of IFMS charges to the Association.

- (iii) After hearing both parties, Authority is of view that both parties have their respective counter claims therefore, Id. CTP Shri Arvind Mehtani is appointed as local commissioner to submit a status report on overall deficiencies of the project, if any.*
- (iv) Respondent is also directed to get the IFMS amount worked out by a chartered accountant and submit an affidavit in this regard with an advance copy to the complainant.."*

(b)Whether the complainant is entitled to the reliefs as sought in the complaint or not?

- 34. Before proceeding on merits of the case, it is pertinent to refer to detailed order passed by the Authority in captioned complaint. Vide order dated 17.08.2022, it was observed by the Authority that in order to ascertain the current status of project and to ascertain the deficiencies in the project, local commissioner was appointed. Accordingly, local commissioner was appointed to inspect the site and check the deficiencies in project.
- 35. Local commissioner had visited the site on 04.11.2022 and submitted its report on 07.03.2023. Relevant part of said report is reproduced below for reference:-

"Refer orders of the Authority in Complaint no. 150 of 2020 dated 17.08.2022. The Authority while appointing the undersigned as Local Commissioner had directed to submit a status report on the overall deficiencies of the Project if any. In this regard, it is informed that the site was visited by the undersigned on 04.11.2022 and the following is submitted for consideration:

- i. This Group Housing Project of 17.78 acres in Sector-86, Faridabad is being developed by BPTP Ltd. which comprises of 12 Towers excluding EWS.*
- ii. Occupation Certificate for 8 Towers has been granted by the DTCP on 28.12.2011 and 06.09.2012. The request for grant of Occupation Certificate for the remaining Towers namely A, K, L, M and the EWS flats had earlier been applied by the Promoter on 25.06.2013.*
- iii. Blocks A, K, L and M comprise of 356 dwelling units out of which possession of 326 units have already been handed over by the promoter to the allottees in September- October 2013. 318 units have also been registered without obtaining Occupation Certificate;*
- iv. That as per the approved plans 6 no. of EWS Blocks having G + 3 Floors total 196 units were to be constructed. However, at site EWS with G + 6 Floors having 196 Units are being constructed.*
- v. The Authorized Signatory of Countrywide Promoters Pvt. Ltd. on 29.05.2019 requested the DTP (Faridabad) with a copy to DTCP and STP (Faridabad) to kindly put on hold the processing of grant of occupation certificate for EWS Block for the time being till further intimation from their side.*
- vi. DTP, Faridabad vide her letter dated 15.02.2019 had informed the Authority that the department would not consider the application for grant of occupation certificate of main towers A, K, L and M as the proportionate EWS flats are still not complete for grant of occupation certificate which is now under consideration of the department since 17.10.2022.*
- vii. It is also mentioned here that subsequent to the filing of the said complaint the promoter/maintenance agency has already executed an agreement with the President of the Resident Welfare Association on 14.08.2021 and the Princess Park Resident Welfare Association have taken over the entire complex as far as its operations maintenance and administration of Services are concerned.*

- viii. *The handover agreement dated 14.08.2021 was executed between Countrywide Promoters (P) Ltd., BPTP Ltd, Business Park maintenance Services (P) Ltd. and Princess Park Residents Welfare Association as has the following salient features:*
- ix. *The Developer has already obtained Occupation Certificate of towers B, C, D, E, F, G, H and J vide DTCP letter dated 28.12.2011 and 06.09.2012. Whereas the developer is yet to procure the Occupation Certificate for the remaining towers namely A, K, L and M and the EWS Flats. Apart from this, convenient shopping and community building namely Sanctuary club with swimming pool are fully developed and operational.*
- x. *The Developer and the BPMS has from the date of this Agreement, handed over to the PPRWA, the operations, maintenance and administration for Services of Princess Park "on as is where is basis" and the PPRWA has taken over the same 'in principle' and site will be vacated by 21.08.2021;*
- xi. *The PPRWA shall maintain all Services and revalidate/renew all statutory approvals including payment of any charges required for such maintenance, revalidation/renewal of the Services/approvals that become due hereinafter.*
- xii. *The developer and BPMS are discharged of their obligation of maintaining the services in princess park w.e.f. 21.08.2021 and hereinafter the PPRWA shall be legally entitled to collect the maintenance charges from its residents to manage the affairs of the Princess Park.*
- xiii. *Since, the Residents Welfare Association has in fact taken over all the operations maintenance and administration of Services of Princess park from 21.08.2021 onwards and therefore should not have any grievance against the promoter thereafter.*
- xiv. *As far as the construction of the 24mts wide road is concerned, the site presently derives access from an existing 66 ft wide road and will be accessible from 24 mts. wide road as and when constructed by the Department/HUDA.*
- xv. *As far as leakage in basement and cracks in pillars in block A, K, L, M are concerned, since the request for grant of Occupation Certificate for Towers A, K, L, M and EWS is still under consideration of the Town and Country Planning Department, the*



Department should take a final view in the matter as to whether the Towers are fit for grant of Occupation Certificate."

36. Complainant association, through the present complaint, has sought various reliefs as elaborated in Para B of this order, in respect of certain deficiencies alleged on the part of the respondent. In light of the extensive nature of these reliefs, they are being adjudicated one by one, simultaneously, based on the report of local commissioner and submissions of parties and arguments presented during the hearing.

37. **Relief no. (i):** direct the Respondent / promoter to complete the residential project "Princess park" within a time bound manner in accordance with sanctioned plan & project specification as per section 14 of RERA, 2016;

Alternatively, direct Respondent No.3 to complete the residential project as per section 8 of HDRUA, 1975;

Relief no. (ii): pass appropriate directions upon M/s BPTP Ltd. under section 59 and section 60 of RERA, 2016 for violation of section 3 and section 4 of RERA, 2016 respectively.

Relief no. (iii): direct that under section 11(4) of RERA, 1975, the promoter/ M/s BPTP is responsible for all obligation, responsibilities and functions under RERA till conveyance of all apartments & common area to the allottee(s)/ association of allottee(s).

As such, the complainant association has already taken the maintenance and operations of the entire complex of project-Princess Park w.e.f handover agreement dated 14.08.2021. Aforesaid reliefs cannot be

adjudicated/proceeded with at this stage. *Moreover, these reliefs are neither argued at the time of hearing nor pressed upon by Id. Counsel for complainant.*

38. Relief no. (iv): direct the promoter/ M/s BPTP to obtain the 'Completion Certificate' for the entire project (Princess Park) under section 11(4)(b) of RERA, 1975 and cause transfer of Title under section 17 of RERA, 2016;

In this regard, Authority observes that the issuance of a completion certificate/occupation certificate falls within the jurisdiction of the Town and Country Planning Department, Haryana. The process of granting a completion/occupation certificate is a statutory function governed by the relevant building and development regulations and it involves compliance with prescribed norms, submission of requisite documents and physical verification of the project. In the present case, if the complainant association has any grievance or query regarding the issuance or status of the completion/occupation certificate, the appropriate course of action would be to approach the Town and Country Planning Department, Haryana, as it is the competent authority to examine such matters. Authority, being a regulatory body under the Real Estate (Regulation and Development) Act, 2016, does not have the jurisdiction to interfere in the procedural aspects or technical considerations involved in granting occupation certificate. *Since the matter pertains to a different department, this Authority cannot adjudicate on the matter.*

39. **Relief no. (v):** award compensation to the residents of Tower A,K,I. & M for deceptively being put in possession after execution of Conveyance Deed without there being any 'Occupancy Certificate'.

In this regard, it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt Ltd. V/s State of U.P. & ors.*" (supra.), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned *Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer and not by the Authority, having due regard to the factors mentioned in Section 72. Complainant is free to approach Adjudicating Officer.*

40. **Relief no. (vi):** direct the promoter to provide and maintain the essential services on reasonable charges till the taking over of the maintenance of the project by the association of allottee(s) as per section 11(4)(d) of the Haryana Real Estate (Regulation and Development) Act, 2016;

Relief no. (vii): direct the 'promoter' to refund / reimburse the total amount collected by M/s BPMS from residents under the heading of 20% mark up from the residents in last 5 years;

Relief no. (viii): direct the 'promoter' to refund / reimburse the total amount collected by M/s BPMS under the sewerage disposal @Rs 6 lakhs per month for the last 5 years;

Relief no. (ix): direct the promoter under Section 11(4)(g) of RERA, 2016 to pay all outgoings which the Respondent has already collected from the allottee(s) until the developer transfers possession of the real estate project to the allottee(s) or the association of allottee(s);

Relief no. (xi): direct the 'promoter' to take steps with Govt. dept. to arrange for providing potable water from the Municipal Corporation of Faridabad;

Relief no. (xiii): Direct the builder to disclose the actual cost incurred in electrification and installation of STP and pro-rata distribution amongst all the apartments in the society;

Relief no. (xiv): Direct the builder to disclose the actual amount collected from the residents under the heading of EDC and EEDC vis-a-vis the amount deposited with Govt.;

Relief no. (xv): Direct the developer/builder/promoter to refund the amount collected from the residents under the heading of EDC and EEDC;

It is observed that complainant has neither argued nor pressed upon these reliefs at the time of hearing. Moreover, requisite documents to substantiate the claims have not been placed on record. Hence, no direction is passed against these reliefs.

41. **Relief no. (x):** direct the 'promoter' to take steps with Govt. dept. to provide connectivity with the nearest 24 meters the Master Road (i.e. Azad Hind Marg) through the 24 meters road dividing Road between Omaxe Heights and Princess Park shown in the site Plan enclosed herewith;

In this regard, local commissioner has already stated that *"as far as the construction of the 24mts wide road is concerned, the site presently derives access from an existing 66 ft wide road and will be accessible from 24 mts. wide road as and when constructed by the Department/HUDA."* If complainant association has any grievance they may approach the concerned department.

42.**Relief no. (xii):** Direct the builder to preserve the amount of IMFS collected from the residents and handover the same to RWA's bank A/c without any deduction;

Complainant is claiming that IFMS be refunded by the respondent. Respondent herein is claiming that recovery of ₹ 5 crores is made out from the association itself against the outstanding dues. On the other hand, complainant is claiming IFMS amount of ₹ 13 crores.

It is well understood that the amount of IFMS is not part of the sale consideration of an apartment or plot but rather a security deposit collected in addition to the sale price to ensure the future maintenance of the project. This amount is contributed by all allottees and is meant to be handed over to the Association of Allottees upon its constitution. If any portion of this amount has been utilized for maintenance or other expenses, a separate account of such expenditure must also be handed over to the Association of Allottees.



In view of the above, Authority directs both parties to mutually appoint a neutral third party, preferably a Chartered Accountant (CA), who shall examine the relevant financial records in the presence of both parties and determine the actual amount payable as IFMS after deducting the expenses already incurred for maintenance. Cost of Chartered Accountant shall be borne by both the parties, i.e., complainant and respondents in equal share. This entire exercise is to be completed in next three months from the date of uploading of this order. Upon such determination, the respondent no. 1 and 2 shall pay the due amount to the complainant association within the next 30 days and handover the project to the association with necessary approvals. Compliance with this direction is essential to ensure that the IFMS amount is properly accounted for and transferred in accordance with its intended purpose.

43. Relief no. (xvi): Direct the developer/builder/promoter to refund the amount collected from the residents under the heading of 'club membership' and 'Car Parking';

As per report of local commissioner, Sanctuary club along with swimming pool are fully developed and operational. In respect of car parking, no number is provided by complainant. But it is the submission of complainant that there is issue of inadequate car parking. Authority notes that the relief pertaining to parking is inherently an individual right of each allottee and not a collective right of the association as a whole. The allocation of

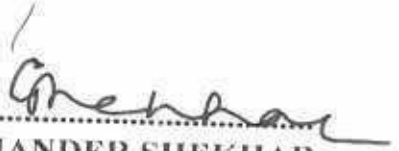
parking spaces is generally determined as per individual agreements executed between the allottees and the developer and any grievance regarding the same would require an individual claim rather than being adjudicated under a complaint filed by the association. Moreover, no parking plan has been placed on record to substantiate the claim. Similarly, club membership charges cannot be allowed to be refunded on mere verbal submissions because report of local commissioner states it otherwise.

In view of the above, Authority finds that the relief sought cannot be granted in the present case as the association is representing the collective interests of its members.

44. With regard to rectification of deficiencies (like seepage, water logging, cracks, old cables, club conditions, solar panels etc), Authority observes that the responsibility for repair, maintenance, and up-keeping of the common areas in a real estate project primarily falls upon the association of allottees once it is duly constituted and takes over the maintenance functions from the promoter.

Authority further observes that regular repair and renovation works are an ongoing necessity and are largely influenced by external factors such as natural weather conditions, general wear and tear, and the aging of the structure. Such maintenance obligations cannot be indefinitely imposed upon the promoter, especially in the absence of a contractual or statutory obligation to that effect.

45. In view of the aforesaid observations, the case is disposed of. File be consigned to the record room after uploading of this order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S. SACHDEV
[CHAIRMAN]