

PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMNETS PVT. LTD.

**PROJECT HEARING BRIEF UNDER SECTION 4 OF THE ACT OF 2016**

S.No	Particulars	Details		
1.	Name of the project	Skyvue		
2.	Name of the license holders	Roshan Lal S/o Bhim Singh, Ajabir, Sombir Ss/o Roshan Lal and others		
3.	Name of the promoter (BIP)	M/s Landmark Apartments Pvt. Ltd.		
4.	Nature of the phase	Group Housing		
5.	Location of the project	Sector 103, Gurugram		
6.	Legal capacity to act as a promoter	Collaborator		
7.	Status of project	On- going		
8.	Whether registration applied for whole/Phase	Phase		
9.	Phase no. (If applicable)	2		
10.	Online application ID	RERA-GRG-1873-2025		
11.	License no.	33 of 2011 dated 16.04.2011		Valid up to 15.04.2026
12.	Total licensed area	10.868 Acres	Area to be registered	3.907 Acres
13.	Project completion date as declared u/s 4(2)(I)(C)	31.03.2031		
14.	QPR Compliance (If applicable)	N/A		
15.	4(2)(I)(c) Compliance (If applicable)	N/A		
16.	4(2)(I)(D) Compliance (If applicable)	N/A		
17.	Status of change of bank account	N/A		
18.	RC compliance	N/A		
19.	Number of Towers	2 Residential towers + Commercial		
20.	Number of units	240 dwelling units		
21.	Total Project cost	Rs 664.22 cr		
22.	Project Expenditure So far	Rs 80.76 cr		
23.	Estimates expenditure for completion so far	Rs 583.46 cr		
24.	Statutory approvals either applied for or obtained prior to registration			
	S.N	Particulars	Date of approval	Validity up to



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1.	License Approval	33 of 2011 dated 16.04.2011	15.04.2026
2.	Zoning Plan Approval	DGTCP 2537 dated 31.05.2011	
3.	Phasing plan	ZP-721-AD(VK)/2024/7818 dated 04.03.2024	
4.	Revised Building plan approval	ZP-721-II/SD(RD)/2025/4206 dated 31.01.2025	30.01.2030
5.	Environmental Clearance	Not submitted	
6.	Airport Height Clearance	PALM/NORTH/B/102224/1299206 dated 05.11.2024	04.11.2032
7.	Electrical load	Ch-206/SE/R-APDRP/ONLC-HT/GGM-I/SOL-578 dated 07.08.2019	
8.	Fire scheme approval	Not submitted	
9.	Service plan and estimate approval	LC-2414/Asstt (AK)/2019/19890 dated 19.08.2019	
10.	Revised service plan and estimate approval	Not submitted	
16.	Fee Details		
	A) Registration fee for	$(53418.27 \times 1.75 \times 10) + (218.2 \times 1.75 \times 20)$ = Rs. 9,34,820/-	
	B) Late Fee	Can not be determined	
	C) Processing Fee	$53636.47 \times 10$ = Rs. 5,36,365/-	
	D) Processing fee forfeited in application 1795-2024	$53636.47 \times 10$ = Rs. 5,36,365/-	
	Total Fee (A+B+C+D)	Rs. 20,15,187/- + late fee, if any.	
17.	DD Details		
	DD No. and Date	Rs. 50,000/- Rs. 50,000/-	
	Fees Paid	434994 dated 02.01.2025 309612 dated 29.01.2025	
	Name of the bank issuing	Karnataka Bank Ltd.	
	Total fee paid	Rs. 1,00,000/-	
	Deficit fee	Rs. 19,15,187/- + late fee, if any.	
18.	File Status	Date	
	File received on	03.02.2025	
	First notice Sent on	19.02.2025	
	1 <sup>st</sup> reply submitted on	28.02.2025	
	1 <sup>st</sup> hearing on	24.02.2025 (Adjourned)	
	2 <sup>nd</sup> reply submitted on	04.03.2025	
	2 <sup>nd</sup> hearing on	10.03.2025	
	3 <sup>rd</sup> hearing on	24.03.2025	



4 <sup>th</sup> hearing on	21.04.2025
5 <sup>th</sup> hearing on	12.05.2025

**19. Case History: -**

1. The promoter M/s Landmark Apartments Pvt. Ltd. has applied on 03.02.2025 for registration of the Group Housing Project namely "SKYVUE" under section 4 of Real Estate (Regulation and Development), Act 2016.
2. The project pertains to license no. 33 of 2011 dated 16.04.2011 valid up to 15.04.2026 measuring 10.868 acres in sector 103, Gurugram granted by DTCP to Roshan Lal S/o Bhim Singh, Ajabir, Sombir Ss/o Roshan Lal and others in collaboration with M/s Landmark Apartments Pvt. Ltd.
3. The entire project comprises of 3 phases as per the phasing plan approved vide memo no. ZP-721-AD(VK)/2024/7818 dated 04.03.2024:

Phase wise details			
Phase No.	Area in acres	Nomenclature	Status of registration
Phase- 01	2.9225 acres	Tower A, EWS, Part Basement (OC granted on 25.09.2020)	Not registered
Phase- 02	3.9705 acres	Towers B1, B2 and commercial	Applied for registered
Phase- 03	3.975 acres	Community building and future expansion	Not registered
Total	10.868 acres		

The promoter has applied for registration of phase 2 of the project measuring an area of 3.9705 acres.

4. With respect to the clarification sought regarding the status of RERA registration, advertisement, marketing, booking, sale and offer to sale made in any manner with respect to license no. 33 of 2011, the promoter has submitted a reply stating that the company is already having deemed registration as per Act of 2016. the summary of events submitted by the promoter is as follows:

S. No.	Date	Particular
1.	16.04.2011	Promoter received the license no. 33 of 2011
2.	28.07.2017	Commencement of RERA Rules
3.	31.07.2017	Promoter applied for registration of project before HRERA Panchkula along with fee of Rs. 7,75,000/-

4.	25.09.2020	OC. was obtained for the project under question
5.	26.11.2020	Promoter sought clarification from HRERA Panchkula regarding status of application of registration made by them.
6.	03.04.2024	Show cause notice for non- registration of the project was issued by HARERA Gurugram (Suo-motu complaint no. RERA-GRG-1395-2024)

5. Upon further examination of the record of the Authority and documents submitted by the promoter, it has come to the notice that
- That the fee of Rs. 7,75,000/- was credited in the account of HRERA Panchkula on 05.08.2017.
  - That HRERA Panchkula vide its letter dated 26.11.2020 sent the resolution passed by HRERA Panchkula in its meeting dated 28.09.2020. The relevant part of the resolution passed on HRERA meeting dated 28.09.2020 is re-iterated below:  
*"The Authority observed that the application along with fee was filed by the promoter with the Interim RERA and after establishment of two Authorities, the record/ applications pertaining to the projects within the jurisdiction of Gurugram Authority were transferred to HRERA Gurugram. The fee remitted by the promoter was en- cashed by Interim Authority and the entire funds were apportioned as per decision taken at the State Government level."*
  - The promoter had again applied for registration of the project u/4 in the HARERA Gurugram vide central receipt 5113/7743 dated 25.02.2020. In the proceedings of the Authority dated 21.09.2020 it was recorded that  
*"The promoter was asked to submit requisite fee within seven days otherwise application shall be treated as deemed returned. The matter will be heard on 12.10.2020."*  
However, on the website of the Authority, the project is shown rejected due to non fulfilment of deficiencies on 22.09.2020.
  - HARERA Gurugram in the proceeding dated 01.08.2024 in the suo motu case no. RERA-GRG-1395-2024 recorded that on the website of the Authority, it is showing rejected and hence the project is unregistered. The matter be referred to Authority for further consideration.
  - The promoter had applied for registration of the phase 2 of the project earlier also under the name "Landmark Akaya" on 03.01.2025. However, since the approval of building plans was not provided in the file, the Authority decided to return the file on 27.01.2025 along with forfeiture of the processing fee.
6. Further, the Authority is in receipt of a complaint dated 10.02.2025 submitted by one of the land owners of the project Sh. Jai Prakash S/o Suraj Bhan wherein it is alleged that the promoter company entered into an unregistered collaboration agreement and unregistered special power of attorney with the complainant and thereafter, fraudulently entered into an agreement to sale. The complainant claims that the special power of attorney stands cancelled as on date and requests the Authority not to register the project.



7. In response to the same, the promoter has submitted a clarification stating that the compliant filed by Sh. Jai Prakash is misconceived and with ulterior motive. The developer company right from the beginning was willing to abide by the terms of collaboration agreement dated 08.08.2010 and the subsequent supplementary agreement executed between the parties. However, the prices in the area have increased substantially, the collaborators now with malafide intentions and for the purpose of unjust enrichment are trying to create pressure upon the developer company by filing such complaints.

After execution of the said collaboration agreement dated 08.08.2010 some differences arose and litigation took place between the landowner and the developer company and the same were resolved. Out of 17 landowners 11 approached the developer and stated that they did not want to enter into a very long- term deal with the developer company and that they were interested in selling their land and receiving the entire sale consideration immediately. Developer company agreed to the proposal and an agreement for sale dated 02.03.2012 bearing vasika no. 33163 dated 07.03.2012 was executed with respect to the suit land.

To settle the dispute with remaining 6 landowners including Sh. Jai Prakash, a supplementary agreement dated 31.01.2014 was executed as per which the developer had to allot 32% saleable area as mentioned in collaboration agreement. The developer allotted flats and executed BBA in 2014 with the landowners as per their share.

The developer company has already offered to take possession of their entire share in already developed area for which OC has been obtained but the complainant is not coming forward.

8. Proceeding dated 10.03.2025:

Ar. Neeraj Gautam, Associate Architectural Executive and Sh. Ashish Dubey, Chartered Accountant briefed about the facts of the project.

Sh. Abhishek Kanodia (AR), Sh. Sandeep Chhillar (AR), Sh. Amarjeet Kumar (AR) and Sh. N.S. Dalal (AR) are present on behalf of the promoter.

Sh. Sukhbir Yadav (Advocate) is present on behalf of Landowners.

The counsel for the landowners is directed to submit the formal compliant in the Authority within one week and provide a copy thereof to the promoter for submission of comments, if any. The office to examine the same.

The matter to come up on 24.03.2025.

9. Proceedings dated 24.03.2025

Ar. Neeraj Gautam, Associate Architectural Executive and Sh. Ashish Dubey, Chartered Accountant briefed about the facts of the project.

Sh. Sandeep Chhillar (AR), Sh. N.S. Dalal (AR), Sh. Abhishek Kanodia (AR) and Sh. Amarjeet Kumar (AR) are present on behalf of the promoter.

Sh. Sukhbir Yadav (Advocate) is present on behalf of Landowners and stated that the collaboration agreement between the landowners and the promoter is unregistered and the power of attorney stands cancelled by the landowners as on date. The registered collaboration agreement is a mandatory document for the registration of the project. Further, the land of the landowners in the project is in sharing which cannot be earmarked.



The promoter states that they are ready to allocate the units to the landowners in the already developed area but the landowners are not accepting their proposal.

Arguments heard.

The complainant and the respondent are directed to make the written submissions to the Authority.

The matter to come up on 21.04.2025.

**10. Written submissions dated 18.03.2025 by the complainant:** The complainant submits that

- (i) The developer has applied for the registration of the project "Landmark Skyvue (Formerly known as Landmark Residency" situated at Sector 103, Gurugram (license no. 33 of 2011), which is pending before the Authority. Some of the landowners (Vinod Singh and others) have submitted their objections before the Authority for dismissal of registration application of the said project as the promoter does not have a valid title of the land.
- (ii) The complainants are the co-owners in joint possession of the land measuring 8.86875 acres.
- (iii) The complainants entered into an unregistered collaboration agreement with the Developer on 08.08.2010. As per the collaboration agreement the project was to be completed within a period of 60 months from the date of execution of the agreement.
- (iv) In terms of para 12 of the agreement, the complainants were entitled to 32 % of total saleable area of the said group Housing. It was also agreed upon that any increase in the FAR shall be shared by the developer and executants of the agreement in 68:32 proportion.
- (v) On same date (08.08.2010) an unregistered special POA was also executed. Thereafter, the developer filed a suit for permanent injunction in Civil Court, Gurugram against the landowners. Aggrieved by the malicious act of the developer, the complainants cancelled the said SPA and a legal notice notifying the same was sent to the developer on 21.02.2011.
- (vi) There were several litigations pending between the parties and in order to amicably settle the same, a supplementary agreement was executed between the parties on 31.01.2014, the parties agreed to complete the project by 07.08.2018.
- (vii) As per clause 1 of the supplementary agreement, in case the project is not completed till 07.08.2018, the complainants were entitled for Rs. 22 per sq ft per month of the super area falling in the share of the land owners.
- (viii) Thereafter, on 21.10.2023 the developer filed a suit for declaration and Mandatory Injunction against the complainants with the prayer of transferring the aid land in favour of the developer.
- (ix) Additionally, the developer has filed suits for Specific performance on 04.11.2024 against 11 other landowners.

**11. Written submissions dated 16.04.2025 by the complainant:** the complainant submits that

- (i) Section 3(1) of the RERA Act stipulates that prior registration of the real estate project is mandatory before marketing/ advertisement.



PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

- (ii) Despite having an unambiguous provision of the RERA Act, as mentioned above, the said developer is not bothering to follow the same and advertising/ marketing the said project in electronic media through various agents.
- (iii) The developer is grossly violating Section 3(1) of the RERA Act and is liable to be punished u/s 59 of the Act.
- (iv) Section 9 and Section 10(a) of the Act stipulates the obligations of the Real Estate Agents and bars them to facilitate any sale or purchase of the units before registration of the project in RERA.
- (v) In case the above-mentioned Real Estate Brokers/ Youtubers are not registered with RERA, they have violated Section 9(1) of the Act, and in case they are registered with RERA, they have violated Section 10 of the Act. Hence, these Real Estate Brokers/ Youtubers are liable to be penalized as per Section 62 of the Act.
- (vi) In View of the above facts, it is evident that the Developer and Real Estate Brokers/ agents/ Youtubers have blatantly disregarded the said provisions of the Act of 2016 and are liable to be punished.

**12. Written submissions by the respondent:** The respondent submits that

- (i) The Complainants have on identical grounds filed a Complaint dated 17-10-2024 before DTCP, Panchkula seeking various reliefs which was dismissed by DTCP vide its order dated 17.03.2025, holding that disputes arising from private Development Agreements/Joint Development Agreements (JDA) must be resolved before civil courts and no appeal has been preferred by the Complainants against the said Order and the same has attained finality.
- (ii) A Collaboration Agreement in respect of the land comprised in Rect. no. 10, killa nos. 2/2(4-14), 3(7-11), 4/1(3-16), 5(7-11), 7(7-6), 15(8-0), 14(8-0), 17(8-0), 16(8-0), 25/1(3-11), 8/1(4-0), 26(0-10) total land measuring 66 kanals 5 marlas (8.28125 acres) out of the total land of 70 kanals 19 marlas (8.86875 Acres) situated in the revenue estate of Tikampur, Tehsil and District Gurugram was entered with 17 landowners.
- (iii) Based on the Agreement entered with all the Landowners, the Developer Company had applied for obtaining license for setting up group housing colony on total land measuring 10.868 acres in Sector 103, Village Tikampur, Tehsil and district Gurugram.
- (iv) Out of 17 landowners 11 Landowners, approached the Developer Company and stated that they did not want to enter into a very long-term deal with the Developer Company and that they were interested in selling their land and receiving the entire sale consideration immediately. Hence the said 11 Landowners offered their land for sale to Developer Company.
- (v) The 11 landowners were very well aware that the Developer Company would make further huge investment in the development of the said land. They admitted and acknowledged that the said GPA shall throughout be treated to have been granted against consideration and would remain irrevocable. General Power of Attorney bearing Vasika no. 1193 dated 07.03.2012 and Vasika no. 1242 dated 26.03.2012 were executed in favour of the developer company.



- (vi) The Developer Company had got sanctioned the requisite plans for raising construction, and the building plans were approved by the office of DTCP, Haryana, Chandigarh vide memo dated 27.4.2012.
- (vii) To settle the dispute with remaining 6 landowners (The Complainants herein) the Developer Company entered into a Supplementary Agreement Dated 31.01.2014.
- (viii) As per the collaboration and supplementary agreement the developer company had to allot 32% of saleable area as mentioned in collaboration agreement which comes out to be 55,280 sq. ft. and it has been specifically mentioned in clause 1 of supplementary agreement. the Developer Company allotted flats and Builder Buyers' Agreement were executed in year 2014 to the landowners as per their share in compliance of both the above said agreements and after the allotment of flats as per their respective share no right was left with the Landowners in terms of the above said both agreements.
- (ix) After completing the construction, the Developer Company had applied for partial occupation certificate on 22.04.2019 and the same was granted vide memo dated 25.09.2020 issued by the Director, Town and Country Planning, Haryana, Chandigarh.
- (x) The Developer Company allotted and sold numerous apartments in the said project to third parties after obtaining all sanctions. The said allottees paid the price of their respective apartments in installments over the years. Allotment letters were issued to them by the Developer Company; builder buyers' agreements were executed with them; possession of their respective flats was given to the allottees at the spot and conveyance deeds of numerous such allottees were executed and got registered. The Complainants and all concerned persons were very well aware about all these developments and none ever objected because no wrong or illegality had ever been committed by the Developer Company. All this was done over the years openly, peacefully and with the knowledge of all concerned including the landowners.
- (xi) The collaboration agreement, the Landowners also executed Special Power of Attorney in favor of the Developer which was irrevocable in nature which the Landowners now claims to have been cancelled vide alleged Legal Notice. The alleged legal notice was neither served upon the Developer Company nor was within the knowledge of the Developer Company. The Developer Company strongly disputes the authenticity of the said Document, and no proof related thereto has been attached. Furthermore, even otherwise the Power of Attorney is absolutely irrevocable since the same is in lieu of consideration and could not have been terminated in view of express provisions of Section 202 and 204 of the Indian Contract Act. The Complainants have never disputed the Collaboration agreement or the SPA, which is evident from their own suit filed seeking Compensation based on the Collaboration agreement.
- (xii) The complainants filed a Civil Suit seeking recovery and Mandatory Injunctions against the Company before the Hon'ble District Court, Gurugram based on the Collaboration Agreement dated 08.08.2010 entered between the parties and the Subsequent Supplementary Agreement dated 31.01.2014 entered between the Complainants.
- (xiii) A perusal of the pleadings of the said Suit which was filed in the year 2018, nowhere did the Complainants allege that the Complainants had either revoked the





PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

- Collaboration Agreement or the Power of Attorney/ Special power of attorney issued thereunder and rather they are relying on the terms of both the Agreement.
- (xiv) The Complainants herein in the present Complaint in complete contradiction to what has been stated before different courts in order to create unnecessary hurdle for the Developer Company are now raising bogus and false issues related to the validity of the Collaboration agreement or the Power of Attorney issued thereto simply with a view to harass, pressurize, overawe and blackmail the developer company and to extract more and more money/benefits from the developer.
- (xv) Out of the total Licensed Area of 10.868 acres, development has already taken place on 2.9225 acres (existing Phase-1), and the Developer has already obtained the necessary Occupation Certificate for the said parcel of land. The present project in question i.e. Skyvue is proposed to be developed on 3.9705 acres of land. (Phase-II) Thus, even considering the Complainants' share in the Licensed Area, there is sufficient land to the extent of 3.975 acres available (Phase-III). The Developer is willing to provide an undertaking before this Hon'ble Authority that no development will take place on the subject land without prior permission from this Hon'ble Authority or until the disposal of the pending suit between the landowners and the Developer.
- (xvi) The Complainants' rights are admittedly limited to only 21.7% of the total land parcel, which pertains solely to the allotment of units. Approximately 78.3% of the land was purchased outrightly by the Developer Company, while the remaining 21.7% belongs to six landowners. However, these landowners hold only a 32% stake in this 21.7% portion, with the remaining share belonging to the Developer Company under the agreed terms. The Complainants are attempting to exploit this minor stake to harass the Developer Company. Without prejudice to its rights and contentions, the Developer is willing to comply with any directions issued by this Hon'ble Authority for the purpose of the registration of the project.
- (xvii) The Complainants had previously accepted the terms of the Collaboration Agreements and were duly notified to take possession of their respective flats. Despite this, they have chosen to act in concert to obstruct the legitimate activities of the Developer Company. The Developer is also willing to hand over the entire share of the Complainants in the project that has already been developed and for which Occupational Certificates have been issued. However, the complainants with completely mala fide motives are not ready to act in a fair, just and reasonable manner at all and they are making outlandish claims which cannot be entertained and are not likely to be granted by any court of law.
- (xviii) The Hon'ble Authority has consistently registered projects despite the existence of inter-se disputes between the promoter/ developer and landowners and the project registration has not been withheld solely on that basis:

(1) Project Name - Sanctuary 105 Phase-2

Location Sector 105, Gurugram

**Findings of the Authority:** The Authority is of the view that it cannot indefinitely delay the registration of the project simply on account of the dispute inter se the landowner and the applicant promoter who has the requisite approvals from the competent authorities for the registration of the project. In view of the above, the



PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMNETS PVT. LTD.

Authority approves the registration of the project subject to the decision regarding dispute between the landowner Sh. Nitin Kataria and the applicant promoter M/s 1000 Trees Housing Pvt. Ltd. Further, the promoter is directed to disclose the details of pending litigation in form REP-I as well as in brochure and advertisement material of the project. The same shall also be reflected in the registration certificate of the project. The promoter shall disclose the outcome of the arbitration proceedings within a period of 15 days of the decision in this regard and for REP-I and other deficiencies pointed above.

(2) Project Name- *"Aster Court Premiere Project (Phase III) in the matter of complaint no. 2465 of 2020 and CR/1217/2020"*

**Findings of the Authority:** IV. Further, the competent authority i.e., DTCP, as per section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 on an application for license, grants license to any owner desiring to convert his land into a colony. While granting the license the competent authority takes into consideration the financial capacity and technical knowhow of the applicants and generally, the landowners lack such financial capacity and technical knowhow required to develop raw land into a colony. Therefore, to address this issue the Haryana Development and Regulation of Urban Areas Act, 1975 provides that a developer through/ development agreement with the owner may make an application for grant of license and for completion of formalities required on behalf of such an owner to develop a colony. The definition of a 'developer' is provided under Section 2(d1) of the Haryana Development and Regulation of Urban Areas Act, 1975, which is reproduced as below: -

2(d1): '**developer**' means an individual, company, association, firm or a limited liability partnership, designated through a collaboration/development agreement with the owner for making an application for grant of license and for completion of formalities require on behalf of such owner to develop a colony.

On entering such collaboration agreement, the collaborator makes an application for license on behalf of landowner(s), wherein it is mentioned the total land on which the licensees undertake to develop the project.

It is the case of the applicant i.e., B.E office Automation Products Private Limited that its name be deleted/ removed as promoter of the real estate project named "Aster Court Premier [Phase III]" registered under registration number RC/REP/HARERA/GGM/2018 dated 31.10.2018 as it has cancelled the GPA dated 22.70.2007 and is therefore, not the promoter of the real estate project mentioned herein above. In this regard, it is stated that there is nothing on record to prove that the information w.r.t cancellation of the GPA was communicated/ delivered to the competent authority and based on that cancelled GPA the competent authority amended the name of the licensees. As mentioned above the license no. 39 of 2009 which is renewed till 23.07.2024 belongs to B.E office Automation Products Private Limited in collaboration



PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

with M/s Orris Infrastructure Pvt. Ltd. Further, the applicant/complainant got the GPA cancelled vide registered document bearing no.4314 dated 27.08.2012 but the same has not been validated by any court of law. So, the GPA dated 22.10.2007 exists till date. Therefore, there remains no iota of doubt regarding the fact that the applicant/ complainant is still the licensee of the land on which the real estate project "Aster Court Premiere (Phase III)" is being developed.

VIII. For the development of buildings or apartments, the first and the foremost requirement is the title of the land. The landowner who is the title holder normally obtains permission from the local authority or from the competent authority for development of the real estate i.e. approval of the building plans, service plan and services estimates. Sometimes it may happen that the landowner enters into an irrevocable/registered agreement with a person who has the requisite technical experience to implement the project and enough financial resources. In such case the collaborator is having the development and marketing rights and also his name being in the license as a collaborator. The construction of the project is taken up by the collaborator who has requisite technical and financial resources to implement the project. Here in this case, the landowner being the title holder of the land causes construction of building or apartments for the purposes of selling, accordingly landowner being the person who causes to construct real estate is a promoter. The collaborator who actually construct the real estate for sale to others is also a promoter.

ix. In case the complainants wish to get their names deleted/removed from the registration certificate issued by the authority vide registration certificate no. RC/REP/HAREM/GG/2018/19 dated 30.10.2018, they must first get their names removed from license no.39 of 2009. For this, the complainants may approach DTCP, the appropriate forum for this purpose. The inter-se civil dispute between the landowner and the collaborator/developer cannot be allowed to cause total sabotage to the interests of innocent allottees who invested in the project relying on the approvals given by the competent authorities.

- (xix) The Complainants have also raised an objection as to non-registration of the Collaboration agreement. It is humbly submitted that the collaboration agreement is dated 08.08.2010 which was executed between the Developer Company, Complainants and the other landowners. The said collaboration agreement did not fall within the definition of an "Instrument chargeable with stamp duty" on the day when the said document was signed. The Collaboration/ Development agreement was made registrable in nature only by way of The Indian Stamp (Haryana Amendment) Act, 2013 dated 01st October 2013 vide which "In Schedule 1A to the Indian Stamp Act, 1899 in Article 5, clause (d), was incorporated. As per amended/ incorporated Article 5, clause (d) "If relating to giving authority or power to a promoter or a developer, by whatever name called, for construction on, development



PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

or, sale or transfer (in any manner whatsoever) of, any immovable property, the stamp duty became leviable and as a conveyance against article No. 23 on the market value of the property mentioned in agreement". Thus, on the day when the said document was executed, there was no requirement at all for registration and the stamp duty.

- (xx) The Hon'ble Supreme Court in DLF Universal Ltd. v. Director, Town and Country Planning, Haryana & Others has categorically held that regulatory authorities cannot adjudicate private contractual disputes unless expressly empowered by law.
- (xxi) Several inter se disputes between the parties are already pending before competent courts, including:
  - (a) CS No. 1863/2019 (Jai Parkash & Anr. vs. Landmark Apartments Pvt Ltd.) - Pending before Hon'ble District Court, Gurugram.
  - (b) CS No. 5505/2018 (Ishwar Singh & Ors. vs. Landmark Apartments Pvt Ltd.) - Pending before Hon'ble District Court, Gurugram.
  - (c) CS No. 3451/2024 (Landmark Apartments Pvt Ltd. vs. Hawa Singh & Anr.) - Interim relief granted.
  - (d) CS No. 3452/2024 (Landmark Apartments Pvt Ltd. vs. Sombir & Ors.) - Interim relief granted.
- (xxii) It is, therefore, humbly prayed that the registration of the aforesaid project may kindly be allowed by this Hon'ble Authority.

### 13. Proceeding dated 21.04.2025

Ar. Neeraj Gautam, Associate Architectural Executive and Sh. Ashish Dubey, Chartered Accountant briefed about the facts of the project.

Sh. Sukhbir Yadav (Advocate) is present on behalf of the complainant landowners and states that the collaboration agreement between the landowners and the promoter is unregistered and the power of attorney stands cancelled by the landowners as on date. The registered collaboration agreement is a mandatory document for the registration of the project. The counsel for the complainants further states that the developer is grossly violating Section 3(1) of the RERA Act and is liable to be punished u/s 59 of the Act, 2016 as the advertisements for sale of the units in the above phase which is yet to be registered are being made through social media/online marketing.

Sh. Abhishek Kanodia (AR), Sh. Sandeep Chhillar (Director) and Sh. Amarjeet Kumar (Advocate) are present on behalf of the promoter. The Director of the applicant promoter denies the allegations made by the complainants and states that no advertisement of any kind in respect of the above phase has been undertaken and legal action for any such unauthorized advertisements shall be taken. The AR further states that the collaboration agreement between the applicant promoter and the landowners was executed on 08.08.2010. The said collaboration agreement did not fall within the definition of an "Instrument chargeable with stamp duty" on the day when the said document was signed. The Collaboration/ Development agreement was made registrable in nature only by way of The Indian Stamp (Haryana Amendment) Act, 2013 dated 01.10.2013. Thus, on the day when the said document was executed, there was no requirement at all for registration and the stamp duty.

Both parties have filed written submissions with copy to each other.





PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

	<p>Meanwhile, a prominent public notice shall be issued in three newspapers of wide circulation (one Hindi and two English) for objections, if any, regarding revised building plans of the project.</p> <p>Detailed order on the complaint will be pronounced on the next date of hearing.</p> <p>The matter to come up on 12.05.2025.</p> <p>14. Written submissions by the both are the parties have been received and examined.</p> <p>15. Accordingly, a public notice inviting objections with respect to the consent regarding revision in building plan was published in The Hindu (English), The Tribune (English) and Dainik Tribune (Hindi) on 28.04.2025 and no objection is received in the Authority with respect to the same.</p> <p>16. <u>Proceedings dated 12.05.2025</u></p> <p>Ar. Neeraj Gautam, Associate Architectural Executive and Sh. Ashish Dubey, Chartered Accountant briefed about the facts of the project.</p> <p>Sh. Sukhbir Yadav (Advocate) is present on behalf of the complainant landowners</p> <p>Sh. Abhishek Kanodia (AR), Sh. Sandeep Chhillar (Director) and Sh. Amarjeet Kumar (Advocate) are present on behalf of the promoter.</p> <p>The order with respect to the complaint filed by the landowners will be pronounced on the next date of hearing. The promoter is directed to rectify the remaining deficiencies in the application before the next date of hearing.</p> <p>The matter to come up on 26.05.2025.</p> <p>17. Various replies submitted by the promoter have been scrutinized and the status of remaining deficiencies is as below:</p>
20.	<p><b>Present compliance status as on 22.05.2025 of deficient documents as observed on 12.05.2024</b></p> <ol style="list-style-type: none"> <li>Online corrections in REP-I (Part A-H) needs to be done. Documents to be uploaded need to be provided in soft copy less than 5 mb in size. <b>Status: Not submitted</b></li> <li>Corrections in online DPI need to be done. <b>Status: Not submitted</b></li> <li>It is noted that the project pertains to license no. 33 of 2011 dated 16.04.2011 and therefore, is an ongoing project. You are, therefore, required to explain why the registration of the project has not been obtained till date. You are required to clarify the status of advertisement, marketing, booking, sale and offer to sale made in any manner with respect to license no. 33 of 2011. <b>Status: Clarification provided as per 19(4) above.</b></li> <li>Details of unsold and sold inventory, if any, along with the status of development works on site with respect to license no. 33 of 2011 need to be provided. The promoter shall be liable to pay late fee, if any.</li> </ol>



		<p><b>Status: Submitted.</b></p> <p>5. Total permissible and proposed FAR with respect to area applied for registration needs to be clarified.  <b>Status: The query was raised since two different values were on given on the sanctioned plan. The fee has been calculated considering the FAR 47923.75 sqm. However, The promoter has clarified that the proposed FAR for the phase is 53418.271. Accordingly, the fee calculation is revised and provided at S. No 16 above.</b></p> <p>6. Deficit fee of Rs. 19,15,187/- + late fee, if any, needs to be paid.  <b>Status: Not paid. The AR requests for fee calculation, and provided clarification w.r.t proposed residential FAR. Accordingly fee is re calculated at S. No. 16 above and Rs. 19,15,187/- + late fee, if any needs to be paid.</b></p> <p>7. As per clause 22 of the unregistered collaboration agreements, the agreement shall not be revoked or cancelled, and shall be binding on both the parties until and unless any part of the collaboration agreement is not breached. This needs to be clarified.  <b>Status: Not clarified.</b></p> <p>8. 2/3 consent from the allottees of the project pertaining to license no. 33 of 2011 with respect to the phasing plan and revision in building plan of the project need to be submitted.  <b>Status: Submitted. However, the date of consent is not mentioned on any of the consents submitted.</b></p> <p>9. List of units shared between the landowners and collaborator duly stamped and signed by both the parties need to be submitted.  <b>Status: Submitted but not signed by the landowners.</b></p> <p>10. Clarification regarding right to develop, marketing, raising funds and allotment of real estate in totality with respect to collaboration agreement need to be submitted.  <b>Status: Not submitted</b></p> <p>11. The Authority is in receipt of a complaint dated 10.02.2025 submitted by one of the land owners of the project Sh. Jai Prakash S/o Suraj Bhan wherein it is alleged that the promoter company entered into an unregistered collaboration agreement and unregistered special power of attorney with the complainant and thereafter, fraudulently entered into an agreement to sale. The complainant claims that the special power of attorney stands cancelled as on date and requests the Authority not to register the project.  <b>Status: Submitted as detailed above at S. No. 19(7) above.</b></p>
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PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

	<p>12. Copies of mutation, jamabandi and aks shijra duly certified by a revenue officer not more than 6 months prior to the date of application need to be submitted. <b>Status: Submitted</b></p> <p>13. Land title search report duly stamped and signed by the advocate/ law firm needs to be submitted. <b>Status: Submitted</b></p> <p>14. Revised environmental clearance of the project needs to be submitted. <b>Status: Not submitted. The promoter states that revised EC is not required as the earlier one is valid up to 08.11.2027 and the FAR is same as per earlier approval. However, the earlier sanctioned plan needs to be submitted so that the built up area may be compared to verify if revised EC is required or not.</b></p> <p>15. Revised fire scheme needs to be submitted. <b>Status: Not submitted</b></p> <p>16. Revised service plans and estimates need to be submitted. <b>Status: Not submitted</b></p> <p>17. Electrical load availability connection needs to be submitted. <b>Status: Submitted</b></p> <p>18. Affidavits provided with respect to non-applicability of natural conservation zone, tree cutting NOC and power line shifting needs to be submitted in original. <b>Status: Submitted</b></p> <p>19. PERT chart of the project submitted is illegible, therefore, needs to be resubmitted. <b>Status: Submitted</b></p> <p>20. Allotment letter, builder buyer agreement, conveyance deed and payment receipt need to be revised. <b>Status: Submitted</b></p> <p>21. Revised brochure of the project needs to be submitted. <b>Status: Submitted</b></p> <p>22. Cost of land amounts to Rs 4620.44 lakhs needs to be clarified according to area i.e. 3.9705 acres applied for registration. Additionally, an affidavit outlining the area-sharing model with the landowners needs to be submitted. <b>Status: Submitted but cost of land needs to be clarified along with supporting documents and an affidavit outlining the area-sharing model with the landowners needs to be submitted</b></p> <p>23. Details of any other cost, financial resources from equity amounts to Rs 8076.12 lakhs and loans or advances from financial/banks amounts to Rs 15000 lakhs along with supporting documents.</p>
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PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMNETS PVT. LTD.

		<p><b>Status: Submitted but repayment schedule, NOC from lender needs to be submitted as promoter has taken loan on the project from Bajaj Housing Finance Ltd</b></p> <p>24. REP-II needs to be revised as OC &amp; CC date is missing.  <b>Status: Submitted but REP- II needs to be revised as land is encumbered to Bajaj Housing Finance Ltd and Charge form (Form CHG) needs to be submitted</b></p> <p>25. Charge form uploaded on ROC (Form CHG) needs to be submitted.  <b>Status: Not submitted</b></p> <p>26. Original non-encumbrance certificate dated 11.11.2024 needs to be submitted.  <b>Status: Submitted</b></p> <p>27. CA Certificate dated 02.01.2025 of non-default needs to be revised. CA certificate for expenditure incurred and to be incurred, CA Certificate for REP-1 and CA Certificate for net worth on latest date needs to be submitted.  <b>Status: Submitted and CA Certificate for financial &amp; inventory details needs to be submitted.</b></p> <p>28. KYC of Architect, CA, Structural Engineer and MEP consultant needs to be submitted.  <b>Status: Submitted</b></p> <p>29. Independent Auditors Report along with financial statement for the financial year 2021-2022, 2022-23 and 2023-24 needs to be submitted.  <b>Status: Submitted</b></p> <p>30. Project Report, quarterly estimated expenditure and net cash flow statement needs to be revised. Board Resolution duly acknowledged for operation of bank account as per RERA Regulation 2016 needs to be revised.  <b>Status: Submitted</b></p> <p>31. Bank Undertaking needs to be submitted.  <b>Status: Submitted</b></p> <p>32. Original Affidavit of promoter regarding arrangement with the master account under 4(2)(I)(D) needs to be submitted.  <b>Status: Submitted</b></p> <p>33. Challan and schedule of EDC, IDC License Fees and Conversion fees needs to be submitted.  <b>Status: Paid challan of conversion fees needs to be submitted</b></p>
21.	Remarks	<p>1. Online corrections in REP-I (Part A-II) needs to be done. Documents to be uploaded need to be provided in soft copy less than 5 mb in size.  <b>Status: Not submitted</b></p> <p>2. Corrections in online DPI need to be done.</p>



	<p><b>Status: Not submitted</b></p> <p>3. It is noted that the project pertains to license no. 33 of 2011 dated 16.04.2011 and therefore, is an ongoing project. You are, therefore, required to explain why the registration of the project has not been obtained till date. You are required to clarify the status of advertisement, marketing, booking, sale and offer to sale made in any manner with respect to license no. 33 of 2011.</p> <p><b>Status: Clarification provided as per 19(4) above.</b></p> <p>4. Total permissible and proposed FAR with respect to area applied for registration needs to be clarified.</p> <p><b>Status: The query was raised since two different values were on given on the sanctioned plan. The fee has been calculated considering the FAR 47923.75 sqm. However, The promoter has clarified that the proposed FAR for the phase is 53418.271. Accordingly, the fee calculation is revised and provided at S. No 16 above.</b></p> <p>5. Deficit fee of Rs. 19,15,187/- + late fee, if any, needs to be paid.</p> <p><b>Status: Not paid. The AR requests for fee calculation, and provided clarification w.r.t proposed residential FAR. Accordingly fee is re calculated at S. No. 16 above and Rs. 19,15,187/- + late fee, if any needs to be paid.</b></p> <p>6. As per clause 22 of the unregistered collaboration agreements, the agreement shall not be revoked or cancelled, and shall be binding on both the parties until and unless any part of the collaboration agreement is not breached. This needs to be clarified.</p> <p><b>Status: Not clarified.</b></p> <p>7. 2/3 consent from the allottees of the project pertaining to license no. 33 of 2011 with respect to the phasing plan and revision in building plan of the project need to be submitted.</p> <p><b>Status: Submitted.</b></p> <p>8. List of units shared between the landowners and collaborator duly stamped and signed by both the parties need to be submitted.</p> <p><b>Status: Submitted but not signed by the landowners.</b></p> <p>9. Clarification regarding right to develop, marketing, raising funds and allotment of real estate in totality with respect to collaboration agreement need to be submitted.</p> <p><b>Status: Not submitted</b></p> <p>10. The Authority is in receipt of a complaint dated 10.02.2025 submitted by one of the land owners of the project Sh. Jai Prakash S/o Suraj Bhan wherein it is alleged that the promoter company entered into an unregistered</p>
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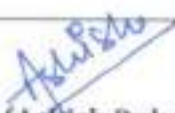





	<p>collaboration agreement and unregistered special power of attorney with the complainant and thereafter, fraudulently entered into an agreement to sale. The complainant claims that the special power of attorney stands cancelled as on date and requests the Authority not to register the project.</p> <p><b>Status: Submitted</b></p>
	<p>11. Revised environmental clearance of the project needs to be submitted.</p> <p><b>Status: Not submitted. The promoter states that revised EC is not required as the earlier one is valid up to 08.11.2027 and the FAR is same as per earlier approval. However, the earlier sanctioned plan needs to be submitted so that the built up area may be compared to verify if revised EC is required or not.</b></p>
	<p>12. Revised fire scheme needs to be submitted.</p> <p><b>Status: Not submitted</b></p>
	<p>13. Revised service plans and estimates need to be submitted.</p> <p><b>Status: Not submitted</b></p>
	<p>14. Cost of land amounts to Rs 4620.44 lakhs needs to be clarified according to area i.e. 3.9705 acres applied for registration. Additionally, an affidavit outlining the area-sharing model with the landowners needs to be submitted.</p> <p><b>Status: Submitted but cost of land needs to be clarified along with supporting documents and an affidavit outlining the area-sharing model with the landowners needs to be submitted</b></p>
	<p>15. Details of any other cost, financial resources from equity amounts to Rs 8076.12 lakhs and loans or advances from financial/banks amounts to Rs 15000 lakhs along with supporting documents.</p> <p><b>Status: Submitted but repayment schedule, NOC from lender needs to be submitted as promoter has taken loan on the project from Bajaj Housing Finance Ltd</b></p>
	<p>16. REP-II needs to be revised as OC &amp; CC date is missing.</p> <p><b>Status: Submitted but REP- II needs to be revised as land is encumbered to Bajaj Housing Finance Ltd and Charge form (Form CHG) needs to be submitted</b></p>
	<p>17. Charge form uploaded on ROC (Form CHG) needs to be submitted.</p> <p><b>Status: Not submitted</b></p>
	<p>18. CA Certificate dated 02.01.2025 of non-default needs to be revised. CA certificate for expenditure incurred and to be incurred, CA Certificate for REP-1 and CA Certificate for net worth on latest date needs to be submitted.</p> <p><b>Status: Submitted and CA Certificate for financial &amp; inventory details needs to be submitted.</b></p>





PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMENTS PVT. LTD.

		19. Challan and schedule of EDC, IDC License Fees and Conversion fees needs to be submitted. <b>Status: Paid challan of conversion fees needs to be submitted</b>
 <b>(Ashish Dubey)</b> Chartered Accountant		 <b>(Neeraj Gautam)</b> Associate Architectural Executive
Day and Date of hearing		Monday and 26.05.2025
Proceeding recorded by		Ram Niwas
<b>PROCEEDINGS OF THE DAY</b>		
<p>Ar. Neeraj Gautam, Associate Architectural Executive and Sh. Ashish Dubey, Chartered Accountant briefed about the facts of the project.</p> <p>Sh. Sukhbir Yadav (Advocate) is present on behalf of the complainant landowners</p> <p>Sh. Abhishek Kanodia (AR), Sh. Sandeep Chhillar (Director) and Sh. Amarjeet Kumar (Advocate) are present on behalf of the promoter.</p> <p>Considering the various submissions made by the complainants and the facts of the case, the complaints submitted by the landowners is hereby dismissed. Detailed order with respect to the complaint shall follow. The promoter is directed to rectify the remaining deficiencies in the application for registration before the next date of hearing.</p> <p>The matter to come up on 16.06.2025.</p>		
 <b>(Ashok Sangwan)</b> Member, HARERA		 <b>(Vijay Kumar Goyal)</b> Member, HARERA
 <b>(Arun Kumar)</b> Chairman, HARERA		







PROJECT	SKYVUE
PROMOTER	M/S LANDMARK APARTMNETS PVT. LTD.



**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM**

<b>Name of promoter</b>	<b>M/s Landmark Apartments Pvt. Ltd.</b>
<b>Name of project</b>	<b>Skyvue</b>
<b>Location of project</b>	<b>Sector 103, Gurugram</b>
<b>Date of order</b>	<b>26.05.2025</b>

**ORDER**

1. This order shall dispose of the complaint filed by Sh. Jai Prakash S/o Suraj Bhan and others in respect of the application dated 03.02.2025 filed by the promoter, M/s Landmark Apartments Pvt. Ltd. for registration of the Group Housing Project namely "SKYVUE" under section 4 of Real Estate (Regulation and Development), Act 2016.
2. The project pertains to license no. 33 of 2011 dated 16.04.2011 valid up to 15.04.2026 for land comprising 10.868 acres in sector 103, Gurugram granted by DTCP to Roshan Lal S/o Bhim Singh, Ajabir, Sombir Ss/o Roshan Lal and others in collaboration with M/s Landmark Apartments Pvt. Ltd.
3. The entire project comprises of 3 phases as per the phasing plan approved vide memo no. ZP-721-AD(VK)/2024/7818 dated 04.03.2024:

Phase No.	Area in acres	Nomenclature
Phase- 01	2.9225 acres	Tower A, EWS, Part Basement (OC granted on 25.09.2020)
Phase- 02	3.9705 acres	Towers B1, B2 and commercial (presently applied for registration)
Phase- 03	3.975 acres	Community building and future expansion

4. A complaint dated 10.02.2025 was submitted by one of the land owners of the land, Sh. Jai Prakash S/o Suraj Bhan, wherein it is alleged that the promoter company entered into an unregistered collaboration agreement dated 08.08.2010



and unregistered special power of attorney dated 08.08.2010 with the complainant and thereafter, fraudulently entered into an agreement to sell with the complainant. The complainant claims that the special power of attorney dated 07.03.2012 stands cancelled as on date and requested the Authority not to register the project.

5. A copy of the compliant was forwarded to the promoter and in response to the same, the promoter submitted a reply dated 04.03.2025 stating that the complaint filed by Sh. Jai Prakash is misconceived and with ulterior motive. It is stated that the developer company, right from the beginning, was willing to abide by the terms of collaboration agreement dated 08.08.2010 and the subsequent supplementary agreement dated 31.01.2014 executed between the parties. However, now that the prices in the area have increased substantially, the collaborators with malafide intentions and for the purpose of unjust enrichment are trying to create pressure upon the developer company by filing such complaints. After execution of the said collaboration agreement dated 08.08.2010, some differences arose and litigation took place between the landowner and the developer company and the same were resolved. Out of 17 landowners, 11 approached the developer and stated that they did not want to enter into a very long- term deal with the developer company and that they were interested in selling their land and receiving the entire sale consideration immediately. The Developer company agreed to the proposal and an agreement for sale dated 02.03.2012 bearing vasika no. 33163 dated 07.03.2012, was executed with respect to the suit land. These 11 landowners also executed the irrevocable general power of attorney bearing vasika no. 1193 dated 07.03.2012 and vasika no. 1242 dated 26.03.2012 in favour of the Developer company.

To settle the dispute with remaining 6 landowners, including Sh. Jai Prakash, a supplementary agreement dated 31.01.2014 was executed according to which the developer had to allot 32% saleable area as mentioned in collaboration agreement. The developer allotted flats and executed Builder Buyers' Agreements in 2014 with the landowners as per their share.

The developer company has already offered possession of their entire share in already developed area for which OC has been obtained but the complainant is not coming forward.

6. In the hearing dated 10.03.2025, the Authority directed the counsel for the landowners to submit the formal compliant in the Authority within one week and provide a copy thereof to the promoter for submission of comments, if any.
7. Gist of the submissions made by the complainant in the Authority on 18.03.2025 is as under:
  - (i) The developer has applied for the registration of the project "Landmark Skyvue" (Formerly known as Landmark Residency) situated at Sector 103, Gurugram (license no. 33 of 2011), which is pending before the Authority. Some of the landowners (Vinod Singh and others) have submitted their objections before the Authority for dismissal of registration application of the said project as the promoter does not have a valid title of the land.
  - (ii) The complainants are the co-owners in joint possession of the land measuring 8.86875 acres.
  - (iii) The complainants entered into an unregistered collaboration agreement with the Developer on 08.08.2010. As per the collaboration agreement the project was to be completed within a period of 60 months from the date of execution of the agreement.
  - (iv) In terms of para 12 of the agreement, the complainants were entitled to 32 % of total saleable area of the said group Housing. It was also agreed upon that any increase in the FAR shall be shared by the developer and executants of the agreement in 68:32 proportion.
  - (v) On same date (08.08.2010) an unregistered special POA was also executed. Thereafter, the developer filed a suit for permanent injunction in Civil Court, Gurugram against the landowners. Aggrieved by the malicious act of the developer, the complainants cancelled the said SPA and a legal notice notifying the same was sent to the developer on 21.02.2011.
  - (vi) There were several litigations pending between the parties and in order to amicably settle the same, a supplementary agreement was executed



between the parties on 31.01.2014. the parties agreed to complete the project by 07.08.2018.

- (vii) As per clause 1 of the supplementary agreement, in case the project is not completed till 07.08.2018, the complainants were entitled for Rs. 22 per sq ft per month of the super area falling in the share of the land owners.
  - (viii) Thereafter, on 21.10.2023 the developer filed a suit for declaration and Mandatory Injunction against the complainants with the prayer of transferring the aid land in favour of the developer.
  - (ix) Additionally, the developer has filed suits for Specific performance on 04.11.2024 against 11 other landowners.
8. Written submissions were further made by the complainant in the Authority on 16.04.2025 and the gist of the same is as under:
- (i) Section 3(1) of the RERA Act stipulates that prior registration of the real estate project is mandatory before marketing/ advertisement.
  - (ii) Despite having an unambiguous provision of the RERA Act, as mentioned above, the said developer is not bothering to follow the same and advertising/ marketing the said project in electronic media through various agents.
  - (iii) The developer is grossly violating Section 3(1) of the RERA Act and is liable to be punished u/s 59 of the Act.
  - (iv) Section 9 and Section 10(a) of the Act stipulates the obligations of the Real Estate Agents and bars them to facilitate any sale or purchase of the units before registration of the project in RERA.
  - (v) In case the above-mentioned Real Estate Brokers/ Youtubers are not registered with RERA, they have violated Section 9(1) of the Act, and in case they are registered with RERA, they have violated Section 10 of the Act. Hence, these Real Estate Brokers/ Youtubers are liable to be penalized as per Section 62 of the Act.
  - (vi) In View of the above facts, it is evident that the Developer and Real Estate Brokers/ agents/ Youtubers have blatantly disregarded the said provisions of the Act of 2016 and are liable to be punished.

9. In response to the submissions made by the complainant, the respondent submitted the reply dated 07.04.2025, the gist of which is as under:

- (i) The Complainants have on identical grounds filed a Complaint dated 17.10.2024 before DTCP seeking various reliefs which was dismissed by DTCP vide its order dated 17.03.2025, holding that disputes arising from private Development Agreements/Joint Development Agreements (JDA) must be resolved before civil courts and no appeal has been preferred by the Complainants against the said Order and the same has attained finality.
- (ii) A Collaboration Agreement in respect of the land measuring 8.86875 Acres situated in the revenue estate of Tikampur, Tehsil and District Gurugram was entered with 17 landowners.
- (iii) Based on the Agreement entered with all the Landowners, the Developer Company had applied for obtaining license for setting up group housing colony on total land measuring 10.868 acres in Sector 103, Village Tikampur, Tehsil and district Gurugram.
- (iv) Out of 17 landowners, 11 Landowners approached the Developer Company and stated that they did not want to enter into a very long-term deal with the Developer Company and that they were interested in selling their land and receiving the entire sale consideration immediately. Hence the said 11 Landowners offered their land for sale to Developer Company.
- (v) The 11 landowners were very well aware that the Developer Company would make further huge investment in the development of the said land. They admitted and acknowledged that the said GPA shall throughout be treated to have been granted against consideration and would remain irrevocable. General Power of Attorney bearing Vasika no. 1193 dated 07.03.2012 and Vasika no. 1242 dated 26.03.2012 were executed in favour of the developer company.
- (vi) The Developer Company had got sanctioned the requisite plans for raising construction, and the building plans were approved by the office of DTCP, Haryana, Chandigarh vide memo dated 27.4.2012.



- (vii) To settle the dispute with remaining 6 landowners (The Complainants herein) the Developer Company entered into a Supplementary Agreement Dated 31.01.2014.
- (viii) As per the collaboration and supplementary agreement the developer company had to allot 32% of saleable area as mentioned in collaboration agreement which comes out to be 55,280 sq. ft. and it has been specifically mentioned in clause 1 of supplementary agreement. The Developer Company allotted flats and Builder Buyers' Agreement were executed in year 2014 to the landowners as per their share in compliance of both the above said agreements and after the allotment of flats as per their respective share no right was left with the Landowners in terms of the above said both agreements.
- (ix) After completing the construction, the Developer Company had applied for partial occupation certificate on 22.04.2019 and the same was granted vide memo dated 25.09.2020 issued by the Director, Town and Country Planning, Haryana, Chandigarh.
- (x) The Developer Company allotted and sold numerous apartments in the said project to third parties after obtaining all sanctions. Allotment letters were issued to them by the Developer Company; builder buyers' agreements were executed with them; possession of their respective flats was given to the allottees at the spot and conveyance deeds of numerous such allottees were executed and got registered.
- (xi) The Landowners also executed Special Power of Attorney in favor of the Developer which was irrevocable in nature which the Landowners now claims to have been cancelled vide alleged Legal Notice. The alleged legal notice was neither served upon the Developer Company nor was within the knowledge of the Developer Company.
- (xii) The complainants filed a Civil Suit seeking recovery and Mandatory Injunctions against the Company before the Hon'ble District Court, Gurugram based on the Collaboration Agreement dated 08.08.2010

entered between the parties and the Subsequent Supplementary Agreement dated 31.01.2014 entered between the Complainants.

- (xiii) A perusal of the pleadings of the said Suit which was filed in the year 2018, nowhere did the Complainants allege that the Complainants had either revoked the Collaboration Agreement or the Power of Attorney/ Special power of attorney issued thereunder and rather they are relying on the terms of both the Agreement.
- (xiv) Out of the total Licensed Area of 10.868 acres, development has already taken place on 2.9225 acres (existing Phase-1), and the Developer has already obtained the necessary Occupation Certificate for the said parcel of land. The present project in question i.e. "Skyvue" is proposed to be developed on 3.9705 acres of land. (Phase-II) Thus, even considering the Complainants' share in the Licensed Area, there is sufficient land to the extent of 3.975 acres available (Phase-III).
- (xv) The Developer is willing to provide an undertaking before this Hon'ble Authority that no development will take place on the subject land without prior permission from this Hon'ble Authority or until the disposal of the pending suit between the landowners and the Developer.
- (xvi) The Complainants' rights are admittedly limited to only 21.7% of the total land parcel, which pertains solely to the allotment of units. Approximately 78.3% of the land was purchased outrightly by the Developer Company, while the remaining 21.7% belongs to six landowners. However, these landowners hold only a 32% stake in this 21.7% portion, with the remaining share belonging to the Developer Company under the agreed terms.
- (xvii) The Complainants had previously accepted the terms of the Collaboration Agreements and were duly notified to take possession of their respective flats. Despite this, they have chosen to act in concert to obstruct the legitimate activities of the Developer Company. The Developer is also willing to hand over the entire share of the Complainants in the project that



has already been developed and for which Occupational Certificates have been issued.

- (xviii) The Authority has consistently registered projects despite the existence of inter-se disputes between the promoter/ developer and landowners and the project registration has not been withheld solely on that basis:

**(1) Project Name - Sanctuary 105 Phase-2**

*Location Sector 105, Gurugram*

*Findings of the Authority: The Authority is of the view that it cannot indefinitely delay the registration of the project simply on account of the dispute inter se the landowner and the applicant promoter who has the requisite approvals from the competent authorities for the registration of the project. In view of the above, the Authority approves the registration of the project subject to the decision regarding dispute between the landowner Sh. Nitin Kataria and the applicant promoter M/s 1000 Trees Housing Pvt. Ltd. Further, the promoter is directed to disclose the details of pending litigation in form REP-1 as well as in brochure and advertisement material of the project. The same shall also be reflected in the registration certificate of the project. The promoter shall disclose the outcome of the arbitration proceedings within a period of 15 days of the decision in this regard and for REP-1 and other deficiencies pointed above.*

**(2) Project Name- "Aster Court Premiere Project (Phase III) in the matter of complaint no. 2465 of 2020 and CR/1217/2020**

*Findings of the Authority: IV. Further, the competent authority i.e., DTCP, as per section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 on an application for license, grants license to any owner desiring to convert his land into a colony. While granting the license the competent authority takes into consideration the financial capacity and technical knowhow of the applicants and generally, the landowners lack such financial capacity and technical knowhow required to develop raw land into a colony. Therefore, to address this issue the Haryana Development and Regulation of Urban*



Areas Act, 1975 provides that a developer through/ development agreement with the owner may make an application for grant of license and for completion of formalities required on behalf of such an owner to develop a colony. The definition of a 'developer' is provided under Section 2(d1) of the Haryana Development and Regulation of Urban Areas Act, 1975, which is reproduced as below: -

2(d1): '**developer**' means an individual, company, association, firm or a limited liability partnership, designated through a collaboration/development agreement with the owner for making an application for grant of license and for completion of formalities require on behalf of such owner to develop a colony.

On entering such collaboration agreement, the collaborator makes an application for license on behalf of landowner(s), wherein it is mentioned the total land on which the licensees undertake to develop the project.

It is the case of the applicant i.e., B.E office Automation Products Private Limited that its name be deleted/ removed as promoter of the real estate project named "Aster Court Premier [Phase III]" registered under registration number RC/REP/HARERA/GGM/2018 dated 31.10.2018 as it has cancelled the GPA dated 22.70.2007 and is therefore, not the promoter of the real estate project mentioned herein above. In this regard, it is stated that there is nothing on record to prove that the information w.r.t cancellation of the GPA was communicated/ delivered to the competent authority and based on that cancelled GPA the competent authority amended the name of the licensees. As mentioned above the license no. 39 of 2009 which is renewed till 23.07.2024 belongs to B.E office Automation Products Private Limited in collaboration with M/s Orris Infrastructure Pvt. Ltd. Further, the applicant/complainant got the GPA cancelled vide registered



document bearing no.4314 dated 27.08.2012 but the same has not been validated by any court of law. So, the GPA dated 22.10.2007 exists till date. Therefore, there remains no iota of doubt regarding the fact that the applicant/ complainant is still the licensee of the land on which the real estate project "Aster Court Premiere (Phase III)" is being developed.

VIII. For the development of buildings or apartments, the first and the foremost requirement is the title of the land. The landowner who is the title holder normally obtains permission from the local authority or from the competent authority for development of the real estate i.e. approval of the building plans, service plan and services estimates. Sometimes it may happen that the landowner enters into an irrevocable/registered agreement with a person who has the requisite technical experience to implement the project and enough financial resources. In such case the collaborator is having the development and marketing rights and also his name being in the license as a collaborator. The construction of the project is taken up by the collaborator who has requisite technical and financial resources to implement the project. Here in this case, the landowner being the title holder of the land causes construction of building or apartments for the purposes of selling, accordingly landowner being the person who causes to construct real estate is a promoter. The collaborator who actually construct the real estate for sale to others is also a promoter.

ix. In case the complainants wish to get their names deleted/removed from the registration certificate issued by the authority vide registration certificate no. RC/REP/HAREM/GG/2018/19 dated 30.10.2018, they must first get their names removed from license no.39 of 2009. For this, the complainants may approach DTCP, the appropriate forum for this purpose. The inter-se civil dispute between the landowner and the collaborator/developer cannot be allowed to

*cause total sabotage to the interests of innocent allottees who invested in the project relying on the approvals given by the competent authorities.*

- (xix) The Complainants have also raised an objection as to non-registration of the Collaboration agreement. The collaboration agreement is dated 08.08.2010 which was executed between the Developer Company, Complainants and the other landowners. The said collaboration agreement did not fall within the definition of an "Instrument chargeable with stamp duty" on the day when the said document was signed. The Collaboration/ Development agreement was made registrable in nature only by way of The Indian Stamp (Haryana Amendment) Act, 2013 dated 01.10.2013 vide which "In Schedule 1A to the Indian Stamp Act, 1899 in Article 5, clause (d), was incorporated. As per amended/ incorporated Article 5, clause (d) "If relating to giving authority or power to a promoter or a developer, by whatever name called, for construction on, development or, sale or transfer (in any manner whatsoever) of, any immovable property, the stamp duty became leviable and as a conveyance against article No. 23 on the market value of the property mentioned in agreement". Thus, on the day when the said document was executed, there was no requirement at all for registration and the stamp duty.
- (xx) The Hon'ble Supreme Court in DLF Universal Ltd. v. Director, Town and Country Planning, Haryana & Others has categorically held that regulatory authorities cannot adjudicate private contractual disputes unless expressly empowered by law.
- (xxi) Several inter se disputes between the parties are already pending before competent courts, including:
- CS No. 1863/2019 (Jai Parkash & Anr. vs. Landmark Apartments Pvt Ltd.) - Pending before Hon'ble District Court, Gurugram.
  - CS No. 5505/2018 (Ishwar Singh & Ors. vs. Landmark Apartments Pvt Ltd.) - Pending before Hon'ble District Court, Gurugram.



- (vii) On of the license holders (Sh. Ramesh Kumar) passed away on 11.08.2022 and after the death of Sh. Ramesh Kumar, his GPA/SPA becomes automatic terminated.
  - (viii) M/s Landmark Apartments Pvt. Ltd. did not disclose the share of landowners in the inventory (as per the alleged collaboration agreement) in the application for registration, thus, the details submitted are incorrect/ misleading.
  - (ix) There is concealment about EWS units of the project.
11. The promoter has further submitted additional written arguments dated 12.05.2025 regarding clarification and legal position regarding the applicability of Rule 3(f) of the Rules, 2017 and non-requirement of registration of collaboration agreement dated 08.08.2010

#### 12. **Findings of the Authority**

After going through the submissions made by the respective parties and facts of the case as well as pleadings on record, the Authority returns the following findings:

- (i) That the land proposed to be registered has been granted license by DTCP based on the unregistered collaboration agreement dated 08.08.2010. It has been rightly pointed out by the promoter that the said agreement was not registrable at the time of execution which was before the enactment of The Indian Stamp (Haryana Amendment) Act, 2013, vide which "In Schedule 1A to the Indian Stamp Act, 1899 in Article 5, clause (d), was incorporated. Therefore, at the time of execution of the said agreement, there was no statutory requirement to register the collaboration agreement. Moreover, the said collaboration agreement was executed before the enactment of the Real Estate (Regulation and Development) Act, 2016 and the Rules, 2017.
- (ii) That out of the total Licensed Area of 10.868 acres, development has already taken place on 2.9225 acres (existing Phase-1), and the OC for the same is already obtained by the promoter. The Developer Company stated that they have allotted flats and Builder Buyers' Agreement were executed

in year 2014 to the landowners as per their share in compliance of both the above said agreements and after the allotment of flats as per their respective share no right was left with the Landowners in terms of the above said both agreements. The promoter is willing to hand over the entire share of the Complainants in the part of the project that has already been developed and for which OC has been issued.

- (iii) The Developer has stated in the submission dated 07.04.2025 that they are also willing to provide an undertaking before the Authority that no development will take place on the remaining land in Phase III measuring 3.975 acres until the disposal of the pending suit between the landowners and the Developer.
- (iv) Third party interests have already been created in the phase I of the project which is part of the total project land measuring 10.686 acres. The inter-se civil dispute between the landowner and the collaborator/developer cannot be allowed to sabotage to the interests of allottees who have invested in the project relying on the approvals given by the competent authorities.
- (v) The Authority is of the view that it cannot indefinitely delay the registration of the project simply on account of the dispute inter se the landowner and the applicant promoter with respect to the collaboration agreement which is already under adjudication in the civil courts which is the competent court of jurisdiction. Further, the DTCP has also stated in its memo dated 17.03.2025 regarding the personal hearing in the complaint of Sh. Naresh Kumar and others against M/s Landmark Apartment Pvt. Ltd. (License no. 33 of 2011 dated 16.06.2011) that as per the orders of Hon'ble Supreme Court of India, judgement dated 19.11.2010, CA No. 550 of 2003, DLF Universal Ltd. vs DTCP, Haryana and Ors, the DTCP is not competent to adjudicate the bilateral matter.
- (vi) In view of the above, the Authority declines to interfere in the matter and dismisses the present complaint being not maintainable before the Authority. However, in the interest of the prospective allottees, the



promoter is directed to disclose the ongoing litigation/ dispute in the brochure and advertisement/ marketing material as well as the agreement to sell as and when the project is registered.

**13. Directions of the Authority:**

- (i) Since the matter relating to the disputes arising from collaboration agreement are already pending before the Civil court, the promoter is directed to disclose the ongoing litigation/ dispute in the brochure and advertisement/ marketing material as well as the agreement to sell in the interest of the allottees as and when the project is registered.
- (ii) The promoter is directed not to create any third-party interests in the remaining 3.975 acers project land available to be developed in Phase-III without prior permission from this Authority and the settlement of dispute between the landowners and the Developer.
- (iii) The Authority hereby disposes of the complaint filed by Sh. Jai Prakash S/o Suraj Bhan and others in respect of the application dated 03.02.2025 filed by the promoter, M/s Landmark Apartments Pvt. Ltd. for registration of the Group Housing Project namely "SKYVUE" under section 4 of Real Estate (Regulation and Development), Act 2016 with above directions.

(Ashok Sangwan)  
Member, HARERA

(Vijay Kumar Goyal)  
Member, HARERA

(Arun Kumar)  
Chairman, HARERA