



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

Complaint no.:	47 of 2023
Date of filing.:	05.01.2023
First date of hearing.:	21.02.2023
Date of decision.:	17.10.2023

1.Ranjit Malhotra S/o Sh.T.R. Malhotra, .....COMPLAINANTS  
2. Ritika Malhotra W/o Ranjit Malhotra  
[through Ranjit Malhotra]  
Both R/o House Number 584, Sector 16-D, Chandigarh – 160015

VERSUS

1.DLF Homes Developers Limited through its  
Chairman/authorised representative  
DLF Gateway Tower, Ground  
Floor, 4th, 5th, 8th & 9th Floor, R Block, DLF City Phase 3,  
Gurugram, Haryana, 122002.

2. DLF Limited through its Group Chairman,  
DLF Gateway Tower, Ground Floor,  
4th, 5th, 8th & 9th Floor, R Block, DLF City Phase 3,  
Gurugram, Haryana, 122002.

3. Mr. Divya Puri, Vice President, DLF Ltd.  
DLF Gateway Tower,Ground Floor,  
4th, 5th, 8th & 9th Floor, R Block, DLF City Phase 3,  
Gurugram, Haryana, 122002.

4. DLF Homes Panchkula Private Limited through its Director/authorised representative

SCO 188-189, Sector 8-C, Chandigarh

[at DLF Valley, Sector-3, Pinjore Kalka Urban Complex, Village Bhagwanpur, Islamnagar, Panchkula 134107, Haryana].

5. Mr. Aakash Ohri, Group Executive Director and Chief Business

Officer at DLF Home Developers Ltd,

DLF Gateway Tower, Ground Floor,

4th, 5th, 8th & 9th Floor, R Block, DLF City Phase 3,

Gurugram, Haryana, 122002.

6. Mr. Deepak Makhija, Assistant Vice President – Sales,

DLF limited.

SCO 188-189, Sector 8-C, Chandigarh.

7. Mr. Manish Verma, Customer Relationship Manager, DLF

Homes Panchkula Private Limited,

SCO 188-189, Sector 8-C, Chandigarh

8. Mr. Aman Verma, Senior Manager Sales, DLF Homes

Panchkula Private Limited,

SCO 188-189, Sector 8-C, Chandigarh.

9. Mr. Raj Kumar Mittal, accreted Channel Partner of DLF,

Operating under the style and name of Wealth Multiplier,

D2/2 GF DLF Valley, Panchkula, India, Haryana.

10. Chief Town Planner, Haryana-cum-Chairman, Building Plan

Approval Committee, Office of Director, Town and Country Planning

Department, Haryana, Nagar Yojna Bhavan, Madhya Marg,

Sector 18, Chandigarh

11. District Town Planner (Planning), Town and Country Planning

Office, Mini-Secretariat, Sector - 1, Panchkula.

...RESPONDENTS



**CORAM:**        **Dr. Geeta Rathee Singh**                                **Member**  
                      **Nadim Akhtar**    **Member**

**Present: -**        Mr. Ranjit Malhotra, Complainant  
                         Mr. Amit Sharma, Counsel for the complainant.  
                         Mr. Shekhar Verma, Counsel for the respondent No. 3,5,6,7  
                         and 8 through VC  
                         Mr. Arjun Kundra, Counsel for the respondent no. 1, 2 and 4  
                         through VC.  
                         Mr. Vinod Kumar, Authorised representative for respondent  
                         no. 1.

**ORDER (NADIM AKHTAR - MEMBER)**

1. Present complaint has been filed by complainants 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. UNIT AND PROJECT RELATED DETAILS**

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:



S.No.	Particulars	Details
1.	Name of the project.	DLF Valley Gardens, Sector-3, Village Bhagwanpur and Islamabad, Pinjore Kalka Urban Complex, Panchkula
2.	Nature of the project.	Group Housing Project
4.	RERA Registered/not registered	HRERA-PKL-PKL-339-2022
5.	Details of unit.	EA/3-D, fourth floor having carpet area of 212.326 sq. mts
6.	Date of allotment	01.10.2022
7.	Date of floor buyer agreement	23.11.2022
8.	Due date of possession	30.10.2026
9.	Basic sale consideration	₹ 3,40,08,328.20/-
10.	Amount paid by complainant	₹ 85,01,231.61/-
11.	Offer of possession.	None

**B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT**

3. That the present complaint has been filed by complainants namely; Mr. Ranjit Malhotra, the first owner of the said property and Mrs. Ritika Malhotra, the second owner of the said property .
4. That the brief facts of the complaint are that on 28.08.2022, complainants had booked a unit in the project of the respondent namely; 'The Valley Gardens' situated at Sector-3, Village Bhagwanpur and



Islamabad, Pinjore Kalka Urban Complex, Panchkula upon payment of a booking amount of ₹ 10 Lakhs. That on said payment, complainants received an inaugural discount on the agreed total sale consideration. In this regard an email dated 28.09.2022, was sent to the complainants by respondent No. 8, i.e, Mr. Aman Verma, Senior Manager Sales, DLF Homes Panchkula Private Limited. Copy of the said email is annexed as **Annexure P-8**.

5. It has been alleged by the complainants that the respondent issued an incomplete application form in response to the booking of the unit wherein the details of carpet area measurements and other relevant measurements were left blank. On 05.09.2022, the complainants submitted the incomplete form without the crucial measurements of carpet area and the rate per square foot of the said unit.
6. That on 07.09.2022, a further detailed email was sent by the complainants to respondent No. 6, i.e, Mr. Deepak Makhija, Assistant Vice President – Sales, DLF limited, primarily seeking reconfirmation as to allocation of apartment EA-3 situated on top most floor and forest facing as also situated on the main wide road for which the complainants had committed to an extra preferential location charges of ₹ Sixteen lakhs as part of the boxed price plan. Copy of a detailed email dated 07.09.2022 sent by the complainants is annexed as **Annexure P-12**.



7. That the complainants had sent a number of emails to the respondents enquiring about measurements of specific allocated areas and pointing out the reduced measurement entries which were surreptitiously and clandestinely transplanted in the application form. No response to this complaint/representation had been received from the respondents as of date. These reduced measurements on a conservative basis have caused a loss of ₹ 25 lacs approximately to the complainant. It is alleged that the exact loss to the complainants can be ascertained on supply of DWG drawings. In order to avoid giving the calculation of the exact carpet area of the allotted unit, the respondents [DLF] have deliberately not provided the DWG drawing of the said unit.
8. Thereafter, vide allotment letter dated 01.10.2022, complainants were allotted unit bearing no. EA/3-D, fourth floor having carpet area of 212.326 sq. mts. Copy of allotment letter dated 01.10.2022 has been annexed as Annexure P-2.
9. On 06.10.2022, complainants received an email from the respondents for payment of further 10% of the sale amount so as to proceed further with the booking and issuance of agreement for sale in favour of the complainants. Copy of an email dated 06.10.2022 sent by respondents [DLF] is annexed as Annexure P-20. Vide email of even date complainants expressed their surprise and dismay to the malpractice of



the respondents. Copy of an email dated 06.10.2022 sent by the complainants is annexed as Annexure P-21. On 07.10.2022, respondent company sent a sample agreement for reference of the complainants. Through said sample agreement, complainants were made aware of different sets of builders as sub contracted contractors/associated companies which were never at any point of time mentioned to the complainants at the time of the sales process deliberations. Neither are the said companies mentioned in the licence issued by Haryana Real Estate Regulatory Authority, Panchkula bearing registration No. HRERA-PKL-PKL-339-2022. Page-1 of this licence categorically mentions that the promoter of this project is DLF Homes, Panchkula Private Limited. Copy of an email dated 07.10.2022 sent by the complainants is annexed as Annexure P-25. In this regard complainants received an email from the respondents on 10.10.2022, stating that the companies mentioned at page 24 of the agreement for sale are sister concerns of DLF Homes Panchkula Private Limited.

10. It is alleged by the complainants that on 10.10.2022, the complainants received an intimidating threatening whatsapp telephone call from respondent No. 7, i.e, Mr. Manish Verma, Customer Relationship Manager, DLF Homes Panchkula Private Limited. Complainants registered their protest against the condescending threatening telephone



call of respondent No. 7 vide email dated 10.10.2022 to respondents [DLF]. Copy of an email dated 10.10.2022, sent by the complainant is annexed as Annexure P-27. Thereafter, certain communication was exchanged between the complainants and respondent no. 5, i.e, Mr. Aakash Ohri, Group Executive Director and Chief Business Officer at DLF Home Developers Ltd regarding the threatening call of respondent No. 7 over whatsapp. Copy of a representation sent on 11.10.2022 by the complainants on whatsapp to respondent No. 5 is annexed as Annexure P-28. It has been alleged that the respondent no. 5 pressurised the complainants from pursuing the allotment in the project in question. Complainants categorically clarified to respondent company that they are not willing to withdraw from the project.

11. On 11.10.2022 a detailed representation was sent by the complainants to respondent DLF pointing out the glaring deficiencies in the agreement for sale especially in so far relating to the parachuting five other companies whilst also attaching extracts of licence number 20 of 2022 dated 11.03.2022 and licence number 82 of 2022 dated 02.07.2022 obtained under the provisions of Right to Information Act, 2005 from the office of Haryana Government, Town and Country Planning at Chandigarh. Further on 11.10.2022, an application under the provisions of the Right to Information Act, 2005 was submitted in the office of Director, Town and





Country Planning, Sector 18 Chandigarh for obtaining certified copies of relevant documents pertaining to the DLF Valley Gardens, Panckhula. Copy of application dated 11.10.2022 under the provisions of RTI is annexed as Annexure P-30.

12. On 21.10.2022, complainants deposited a sum of ₹ 23,66,824.00, which forms the 10% of the sale consideration. Complainants vide email dated 21.10.2022 apprised the respondents [DLF] that 10% amount stood paid in entirety and that they were awaiting the completed agreement for sale. Copy of an email dated 21.10.2022 sent by the complainants is annexed as Annexure P-36. Complainants received a copy of the agreement for sale from the office of the respondent on 11.11.2022. An agreement for the sale with regards to the unit in question was executed between both the parties on 23.11.2022. As per said agreement, the total sale price of the unit was fixed at ₹ 3,40,08,328.20/- against which the complainants have paid a total amount of ₹85,01,231.61/-till date to the respondent DLF. As per clause 7.1 of the agreement, possession of the unit was to be delivered by 30.10.2026, subject to conditions of force majeure.

13. That on 23.11.2022, an email was sent by the complainants to respondents requesting for sanctioned map/duly certified map of the unit in question. Copy of an email dated 23.11.2022 sent to respondents [DLF]



is annexed as Annexure P-46. However, the same has not been provided by the respondents.

14. That on 30.11.2022, a detailed representation was sent through email and by whatsapp to respondent Nos. 5 to 9 protesting about the outright adamant obstinate refusal of respondents to supply/furnish DWG format map of designated allotted apartment, i.e., EA-3 and to address glaring inconsistencies in the pricing structure. There has been no response at all to this representation as well. Thereafter, complainants sent several emails to the respondent with regards to supply of DWG drawings but received no reply.
15. On 21.12.2022, a representation was also sent by email to District Town Planner, Town and Country Planning Office, Panchkula seeking directions to respondents DLF to furnish DWG drawings concerning the unit so allocated. Copy of the representation dated 21.12.2022 sent by email is annexed as Annexure P-56. Complainants sent several follow up emails to respondent no. 10, 11, Chairman of DLF, i.e., respondent No. 2 complaining bitterly about the fact that more than 100 emails were written to the DLF office and nothing was done about it at all. That on 02.01.2023, a further detailed complaint sent by complainants to respondents expressly stating that all their complaints beginning from 14.09.2022 and all subsequent complaints till date not been addressed at



all and further lamenting that outright lies had been told by office of DLF in writing to the office of the District Town Planner, Panchkula that they had not denied furnishing the DWG drawings of the apartments so allotted. Copy of a detailed complaint dated 02.01.2023 sent by the complainants via email is annexed as Annexure P-62.

16. It is further alleged by the complainants that the original printed marketing brochure as circulated by the company with general pictures again does not furnish the relevant information as furnished by the promoters in the licenses so obtained. It is nothing but misleading advertising in terms of the RERA legislation. This brochure was also not available at the time of the start of the sales campaign. Most importantly it should be noted at the end of the brochure the same has a copy of the HRERA licence reproduced bearing number HRERA-PKL-PKL-339-2022 dated 22.08.2022 but the details of the five companies as mentioned in licence No. 20/2022 and 82/2022 do not find any mention at all in the said licence. The original printed marketing brochure is annexed as Annexure P-71. The original printed copy of the application form as circulated by DLF is annexed as **Annexure P-72**.

17. Complainants have filed present complaint seeking possession of the unit bearing no. EA-3D in the project in question in a timely manner and according to the terms of the agreement for sale dated 23.11.2022.



**C. RELIEF SOUGHT**

18. That the respondents [DLF] should be directed to declare and disclose by way of affidavit clearly and unequivocally the rate of the said independent floor per square foot which has deliberately not been mentioned at page 9 of the incomplete application form taken by the respondents [DLF] at their site office on 05.09.2022.
19. That the respondents [DLF] should give an undertaking before this Hon'ble Forum that they will not unilaterally change/alter/modify and neither reduce at all the layout plan of the allotted unit and neither will they reduce the size of the apartment as committed at in schedule A at page 21 in the, duly registered agreement for sale dated 23.11.2022.
20. That the respondents [DLF] should also give an undertaking that they will not raise any additional/final/financial pecuniary demand on any ground whatsoever beyond the sum of Rs. 3,40,08,328.20 as stated at page 5 of the agreement for sale dated 23.11.2022 strictly commensurate with measurements [without any reduction at all] stated at schedule A at page 21 of the above agreement for sale duly executed and registered on 23.11.2021.
21. That the respondents [DLF] should be bound down by this Hon'ble Forum for the committed agreed price of Rs. 3,40,08,328.20 on the basis of the boxed price methodology advanced by them as part of the sales



process and the respondents [DLF] should not deploy different yardsticks and parameters as an unwanted price escalation exercise by stating that the price calculation will be contingent upon the calculation at the time of the possession/occupation etc., clearly violating RERA price escalation clauses. This issue has been raised by way of a complaint of the petitioner dated 30.11.2022 (**Annexure P-51**) addressed to respondent No. 5 and copied to other DLF Sales personnel as well.

22. That the respondents should be further directed to clarify as to whether they will adhere to the carpet areas and other areas transplanted by them unilaterally in the absence of the petitioner at pages 6 or 9 of the said blank application form [submitted on 05.09.2022] or they will adhere to the measurements furnished by them at page 21 of the said agreement for sale dated 23.11.2022 or they will follow some other set of measurements at the time of the handing over of the possession.
23. That the respondents [DLF] be directed to furnish forthwith the DWG drawing qua the allotted unit to the petitioner so that the exact carpet area of the allotted apartment can actually be calculated by an independent set of architects. It is also most humbly requested that the respondents should also be directed to place on record a duly certified copy of the same before this Hon'ble Forum.



24. That the respondents be further directed not to change the apartment number, i.e., EA-3 as the petitioner has paid an additional sum of Rs. sixteen lacs on account of 3 independent sets of preferential location charges as the petitioner was told by respondent Nos. 6, 8 and 9 that the price of a normal apartment in that category was Rs. 3.24 crores.
25. That the respondents should also be directed to decide the representation/complaint of the petitioner emailed on 14.09.2022 to the respondents by giving detailed reasons and not giving evasive cryptic answers.
26. That the respondents be also directed not to demand the following charges in advance of handing over the possession of the allocated apartment:
- a) Stamp duty charges.
  - b) Registration charges.
  - c) Any sort of maintenance charges whether payable to DLF/any agency of DLF or any Residents Welfare Association run by DLF or any other third party at the behest of respondents [DLF]

Any such charges shall only be payable as applicable on a monthly basis [and not in advance for any number of year/s] and only upon the satisfactory handing over of the clear unconditional peaceful possession



of the entire property including utilities/ amenities/ infrastructure/ gadgets committed in the agreement for sale dated 23.11.2022.

27. That any further charges of any sorts including those mentioned in paragraph 9 of the prayer clause beyond the complete sale price shall be payable only upon handing over unconditional occupation/completion certificate by the respondents [DLF] to the petitioner upon the payment of the committed price of Rs. 3,40,08,328.20 by the petitioner subject to the satisfactory performance of the contract on part of DLF.
28. That the respondents shall not deliberately out of vendetta or revenge withhold the occupation/completion certificate of the petitioner on the pretext of any unjustified financial/pecuniary demand beyond the committed price of Rs. 3,40,08,328.20 on any pretext whatsoever. Especially on the plea of taking of measurements at the time of the delivery of the apartment which would in effect completely negate the price escalation clause mandated by Haryana Real Estate Regulatory Authority, Panchkula under the provisions of the Real Estate Regulation and Development Act, 2016.
29. That the respondents shall not delay handing over the possession of the property for any unjustifiable reason and/or on the basis of any additional superfluous arbitrary unreasonable financial demand beyond the committed/agreed/ settled price of Rs. 3,40,08,328.20 at page 5



commensurate with Schedule A as to the description of the said independent floor at page 21 of the said agreement for sale duly executed and registered on 23.11.2022.

30. That the respondents should explain by way of an unconditional undertaking by way of affidavit the exact carpet area of the said allocated apartment and the methodology deployed by respondents [DLF] in calculating of the said carpet area as also:

- a) Specifically state the measurement of the balcony areas so included in the terms of allotment.
- b) Areas included in the said allotment, i.e., 2 car parks, storage area and the care taker accommodation.
- c) Specifically state the exact measurement of the two car parks included in the committed price.
- d) Specifically state the exact measurement of the storage spaces.
- e) Specifically state the exact measurement of the care taker accommodation.
- f) Categorically state specific details of super areas/common areas like staircase etc.,
- g) Further state in the said affidavit as to what is included under the interpretation of carpet area in the thinking of the respondents [DLF] and what are the areas outside carpet areas and that no





additional charges under any other heading whether within the purview of carpet area charges or outside the purview of carpet area charges shall be payable at all by the petitioner under no circumstance at all.

- h) Further state in the said affidavit while explaining the pricing mechanism/structure that there shall be no further additional charges leviable for any such areas or any other areas connected with the said apartment bearing in mind the escalation free clause incorporated in the agreement dated 23.11.2022.
- i) Further also specifically state on oath all the carpet area measurements and all other relevant measurements which are strictly in consonance with the provisions of the Real Estate Regulations and Development Act, 2016 as also the HRERA Panchkula General Regulations, 2018 and all other RERA related rules, regulations and notifications applicable in the State of Haryana.

31. That this Hon'ble Forum should further direct the respondents that only DLF Homes Panchkula Private Limited shall solely/alone only be liable for any default/fraud/contingency/non-performance of the contract and/or any issue/any deficiency of any sorts or bankruptcy and that the petitioner will not be saddled with claims against the five companies so parachuted



clandestinely in the agreement for sale dated 23.11.2022 without the knowledge of the petitioner.

32. That this Hon'ble Forum should also further direct the respondents [DLF] to give an undertaking that the said project is not being developed on the shamlat land or any other public land and is free from all sorts of encumbrances qua all the entities engaged separately and independently by DLF.
33. That the respondents should be directed not to take blank incomplete application forms from potential customers in so far relating to the sale of the reaming inventory.
34. That details of five other companies which are disclosed surreptitiously by DLF in the agreement for sale should be made known to all the potential buyers at the time of the start of the sales process as part of the remaining sales inventory.
35. That this Hon'ble forum should direct the respondents [DLF] to deposit forthwith the DWG drawings of all apartments for the entire project also with the office of Respondent Nos. 10 and 11 and the same should also be made available to all customers as part of the initial sales process and additionally under the provisions of the Right to Information Act, 2005 by following the due procedure.



36. That licence number 20 of 2022 dated 11.03.2022 and licence number 82 of 2022 dated 02.07.2022 should be immediately displayed on the website of the project.
37. That the respondents DLF should be directed to post weekly status reports along with site pictures/video recordings of all construction work done till the completion of the project and as also have a provisions/arrangements for site visits of allottees to the project site on a weekly basis, say for instance on every Sunday and there should be a dedicated Nodal Officer duly appointed for the same who can be contacted readily on a dedicated email and a dedicated whatsapp number during the course of business hours on all working days.
38. That all electronic marketing by DLF/respondents for the said project whether by email or whatsapp should be strictly regulated by this Hon'ble Forum.
39. That the petitioner at the time of taking the possession of the said unit should additionally be permitted to have measurements done by an independent Government approved architect/surveyor in the presence of the representative/s of respondents [DLF].
40. That after granting interim relief and after issuing appropriate directions to the respondents, this complaint be kindly kept pending by the Hon'ble Forum till the time of occupation/possession of the apartment in question.



41. That the petitioner also demands additional appropriate compensation for all the unnecessary mental agony and harassment and the threatening behaviour of respondents [DLF] in addition to compensation for the sum of Rs. 25 lacs claimed on the basis of representation of 14.09.2022.
42. That the petitioner demands a specific written unconditional apology by way of affidavit only from respondent Nos. 5 and 7 for their threatening behaviour. Respondent No. 5 threatened the petitioner to cancel his allotment on whatsapp on 11.10.2022 and Respondent No. 7 made a very rude and intimidating whatsapp telephone call to the petitioner on 10.10.2022.
43. That the petitioner at this stage is unable to quantify his costs/compensation in the event of the non-supply of the DWG drawings.
44. That the petitioner very much wants to retain the allocation and the possession of the apartment although DLF tried their best possible to compel the petitioner to withdraw and exit from the project in a very intimidating manner.
45. That the petitioner most humbly prays that the process/provisions of self-certification of drawings especially for projects undertaken by builders/building companies and for commercial projects is highly susceptible to abuse in massive proportions as it has happened in the facts and circumstances of the present case in hand and accordingly the same



should be stuck down and/or this Hon'ble Forum in the alternative issue directions to the Government for striking down the same or make any proposal qua the same.

46. That the petitioner most humbly prays for costs of this litigation and for any other relief this Hon'ble Forum may so deem appropriate.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENTS**

47. Learned counsel for the respondent no. 1, 2 and 4 filed detailed reply on 17.07.2023 pleading therein:

48. It is the preliminary submission of the respondents that the present complaint has been filed by the complainants based only on apprehensions. In the entire complaint, the complainants have not disclosed any cause of action arising to them for filing the present complaint. A bare reading of the reliefs sought by the complainants in the present complaint would show that they are simply seeking directions against the respondents in anticipation that some wrong which might or might not be committed. Thus, the complaint is not aimed at seeking redressal of a wrong already committed.

49. That the complaint is liable to be dismissed on the ground of mis-joinders of parties as the complainants have arrayed persons/individuals who do not fall within the definition of Promoter under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA in short) for the



purpose of the project in question. The project is developed by Respondent no.4, i.e, DLF Homes Panchkula Private Limited and the same is the Promoter under the provisions of RERA. Respondent no.1 & 2 are companies who have been wrongly arrayed as parties in the complaint and have no role to play. Similarly, Respondents no.3, 5 to 8 have been wrongly arrayed as parties. These Respondents are neither necessary nor a proper party to the complaint and complainants have not disclosed any cause of action against respondent No. 1 to 3 and 5 to 8.

50. The brief facts in the present complaint are that on 05.09.2022, the complainants submitted an application form seeking allotment of a residential unit having a carpet area of 212.326 sq. mtr. (2285.480 sq. ft.) on plot bearing no. EA/3-D, 4<sup>th</sup> floor in the project being developed by respondent no. 4- DLF Homes Panchkula Private Limited (DHPPL) namely; 'The Valley Gardens' and deposited cheque no. 053687 dated 28-8-2022 for an amount of ₹ 10,00,000/-.

51. That the project has been duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'RERA Act') having Registration no. HRERA-PKI.-339-2022 dated 22-08-2022 and is situated on land admeasuring 34.229 acres at village Bhagwanpur in Tehsil Kalka, District Panchkula, Haryana.



52. The total price of the said unit, along with parking, based on the carpet area is ₹ 3,23,88,807/- and taxes of ₹ 16,19,107/-, out of which the allottee has paid an amount of ₹ 84,17,961/- approx., and TDS amount of ₹ 84,170.61/- approx. till date.
53. An allotment letter in respect of the unit in question was issued in favour of the complainants on 01-10-2022. A perusal thereof would show that the carpet area and other details mentioned in the allotment letter duly tallied with the ones mentioned in the application form.
54. That on 11-11-2022, two copies for Agreement for Sale of the unit were sent to the complainants for signatures with a request for requisite documents for execution and registration of the said agreement. It would be worth pointing out here that the Agreement of Sale in question has been prepared as per the provisions of RERA Act and Haryana Real Estate(Regulation and Development) Rules, 2017 (HRERA Rules).
55. That after the agreement having been duly signed by the petitioners on 23.11.2022, the same was registered before the Sub-Registrar, Kalka. A reading of the agreement would show that all the relevant information has been duly provided therein. The following would be relevant to the present lis: -
- Project is registered under RERA having RERA Registration no. HRERA-PKL-339-2022 dated 22-08-2022.



- Complainant has been allotted independent floor no EA/3-D along with parking space SFP4.
- Total price of the floor is ₹. 3,40,08,328/-, whereas, ₹. 14,880.17/- is the price per sq. feet.
- Payment Plan for the unit is mentioned in Schedule-C annexed to the agreement.
- Para 7 of the agreement provides that possession of the unit will be offered on or before 30-10-2026 unless there is delay due to force-majeure or other condition as mentioned in the agreement.
- Clause 1.3 provides that the price of the unit is escalation free except due to increase on account of development charges payable to the competent authority.
- Clause 1.7 of the agreement provides that in case of any reduction in the carpet area, the excess amount shall be refunded with interest within 90 days of such confirmation by the Promoter and if there is any increase in the carpet area, which is not more than 5%, the respondent may demand the same from complainant in terms of the per sq. feet rate provided in clause 1.2 of the agreement.
- The agreement also provides for the option to the complainants to withdraw from the project at any time, at their will.





- All other terms and conditions in the agreement are in consonance with the standard approved format as prescribed by the this learned Authority under the Haryana Real Estate (Regulation and Development) Rules, 2017.

56. That the answering respondents specifically state here that the entire process of sale and execution of agreement of sale is strictly as per the norms prescribed by this learned Authority, however, if the complainants still feel or apprehend that the answering respondents might not adhere to the terms of the agreement or might violate the terms thereof or might violate any provision of the 2016 Act or the Rules framed thereunder or if the complainants do not trust the answering respondents, they are free to withdraw from the project immediately.

57. That the complainants were duly disclosed all the required details about the project and unit in question, which have also been mentioned in the application form, allotment letter and agreement of sale. The relationship between the complainants and the answering respondent no. 4 is governed by the registered Agreement of Sale dated 23.11.2023 as also the provisions of the RERA Act and the Rules framed thereunder. If at all, any grievance arises to the complainants, they can approach this Hon'ble Authority or any other competent court of law, to seek redressal thereof.



However, the present proceedings have been initiated without any specific cause of action even mentioned in the complaint.

58. That the complainants have been sending endless threatening emails and messages to the answering respondents, its employees and its promoters, harassing them mentally. A bare reading of the complaint and the annexures attached with it, would show that most of the emails or letter sent by the complainants are self-serving documents created solely for the purpose of initiating the present litigation as all of them are unilateral mails sent by the petitioners to the answering respondents and their employees. The petitioners have created a frivolous chain of events through these mails and are trying to project that since the mails have not been responded to by the answering respondents, therefore, the contents thereof should be deemed to be admitted by them.

59. It is submitted that from the beginning, the complainants were given all the necessary details about the project and the unit being sold to them. The exact area of the unit was duly communicated to the complainants at the time of making the booking and thereafter, the same area was duly mentioned in the allotment letter also and finally in the Agreement to Sell. It is specifically denied that any additional Preferential Location Charges (for short 'PLC') were either communicated or taken from the petitioners.

A handwritten signature in blue ink, appearing to be 'had', with a horizontal line underneath it.

60. That answering respondents are under no obligation to provide the so called 'DWG' drawing to the petitioners as the approved drawings have already been provided to them as contemplated under the provisions of RERA and also in terms of the orders passed by this Hon'ble Authority. That any drawing or any type of drawing which the answering respondents are not required to submit to any public authority, are a private property of the respondents and the complainants cannot force the answering respondents to share the same with them. The risk of such drawings being misused, copied, replicated, transferred etc. cannot be ruled out.
61. It is a common practice in real estate development that lands for projects are owned by the associate land owning companies of respondent no.4, the developer of the Project and hence the promoter as defined as per the provisions of RERA. When the petitioners expressed their apprehensions about the landowning companies mentioned in the agreement, they were duly explained the above and the same information is not only available with the licensing authorities but also with RERA.
62. It is denied that any threatening phone call was ever given to the petitioners by any of the representatives of the answering respondents as there is no reason for them to do so. The complainants have been pestering the employees of the answering respondent with repeated phone



calls, messages and e-mails and expect each one of them to be replied to, however, the employees of the answering respondent have maintained their dignity.

63. That the Authority vide order dated 02.03.2022 had directed the respondents to supply copies of approved drawings to the complainants, the same was complied with immediately and a compliance affidavit was duly filed in this regard. However, the complainants started sending threatening emails to the employees and promoters of the respondents. Even before the time period mentioned in the order expired, the petitioners started sending emails and messages asking for the drawings and threatened them with contempt proceedings etc. Copies the emails sent by the complainants are being annexed herewith as **Annexure R-1/1**.
64. The complainants have also filed an execution application bearing no. 932/2023 before the learned Adjudicating Officer, seeking execution of the order dated 02.03.2023 and that too without disclosing the factum of compliance by the answering respondents. A copy of the execution application is annexed as Annexure R-1/2 and copy of the order dated 16.05.2023 passed by the learned AO is annexed as Annexure R-1/3. This shows the attitude of the complainants and their conduct that they are simply trying to harass the answering respondents and their employees by trying to browbeat them.



65. That the details of the carpet area etc. pertaining to the unit in question has been duly mentioned in the application form, allotment letter and agreement of sale and duly tally with each other. However, if still the complainants feel that they have been cheated in any manner, the respondents are ready to withdraw from the allotment and they don't have to go through such agony and pain as alleged by them to have been caused to them by the answering respondent and their employees.
66. It is further submitted that the marketing brochure circulated by the respondents is only to provide basic information to the customer and the other details are shared with them at the time of submission of the application form etc.

**E. FINDINGS AND OBSERVATION ON THE VARIOUS RELIEFS SOUGHT BY THE COMPLAINANTS**

67. Complainants through this present complaint have sought various reliefs, as elaborated in para C of this order, in respect of the booking of the unit made in the project of the respondents. Though these reliefs are extensive in nature, however, on perusal it has been observed that these reliefs are interconnected with one another and constitute the grievance of the complainant in its entirety. Therefore, these reliefs are being taken up together as one for the sake of brevity and to avoid unnecessary reiteration of facts and circumstances.



68. Complainants through this complaint have pleaded 11 respondents as mentioned above. Out of said respondent no. 1 to 8 have appeared before the Authority and filed their respective submissions. Respondent no. 9 i.e Mr. Raj Kumar Mittal, is the accredited Channel Partner of DLF on whose behalf neither any one has put in appearance nor any representation has been received till date despite sufficient opportunities. With regard to role of respondent no. 9 in adjudication of present complaint, it has been observed that facts and material evidences presented throughout proceedings in present complaint are sufficient enough to establish and analyse the claims and submissions of both the necessary parties i.e the complainants and answering respondent company DLF. Therefore, Authority deems it fit to proceed without receiving the representation from respondent no. 9. Further, respondent no. 10 and 11 are government Authorities on whose behalf a representation vide letter dated 02.03.2023 was filed in registry. In said representation, it has been stated that 'the issue raised in the complaint is bilateral between complainant and developer. In light of order dated 19.11.2017 in CA No. 550,551,1611 of 2003, the Director, Town and Country Planning is not competent to resolve the bilateral disputes arising out between purchaser and developer'. In this regard, it is observed that no direction is passed against



respondent no. 10 and 11 as no issue against them in particular was raised in complainant's grievances while adjudication of complaint.

69. Further, throughout the proceedings complainants have filed multiple applications in the captioned complaint which have been perused and acted upon by the Authority at the time of filing of said applications or merged in this final order. Principal argument of the learned counsel for the respondent is that through these applications, complainants cannot be allowed to expand the scope of their grievances beyond the pleadings in their complaint. It is noteworthy to mention that all the documents filed by the complainants and the respondent party have been perused in depth. The content in these documents has been examined as extension to the grievances raised in the main complaint filed by the complainants only. Relevant submissions from all these documents are utilised for establishing the crux of the matter and proper adjudication. Respondents have adequately filed its reply. Both parties have extensively argued the matter. The observations and thereafter directions of the Authority as elaborated hereinafter is a culmination of the facts, submissions, documents and arguments made through the course of the captioned complaint before the Authority.

70. Factual matrix of the present complaint is that the complainants had booked a unit in the project of the respondent namely; 'The Valley

A handwritten signature in blue ink, appearing to be 'Jad', with a long horizontal line extending to the right.

Gardens' situated at Sector-3, Village Bhagwanpur and Islamabad, Pinjore Kalka Urban Complex, Panchkula on 28.08.2022. Vide allotment letter dated 01.10.2022 complainants were allotted unit bearing no. EA/3-D, fourth floor having carpet area of 212.326 sq. mts. Thereafter, an agreement for sale qua the unit was executed between both the parties on 23.11.2022. The total sale price of the unit was fixed at ₹ 3,40,08,328.20/- against which the complainants have paid a total amount of ₹ 85,01,231.61/- till date to the respondent-promoter. As per clause 7.1 of the agreement for sale, possession of the unit was to be delivered by 30.10.2026 subject to conditions of force majeure. Complainants have filed present complaint on account of gross irregularities and errant conduct of the respondent company, i.e, respondent no.4 'DLF Homes Panchkula Private Limited' along with other officials of the respondent impleaded as respondent no. 1 to 9. It has been categorically alleged by the complainants that during their correspondences with the respondent company and its officials, respondent builder has undertaken unfair trade practices and caused grievous hurt to the complainants. Through this complaint, complainants have primarily sought relief from the conduct of the respondent builder as it had deliberately failed to mention rate of the independent floor per square foot in the application form of the unit booked by the complainants; failed to give assurance whether they will





adhere to the carpet areas and other areas transplanted by them unilaterally in the blank application form; furnish forthwith the DWG drawing qua the allotted unit to the complainants; explain the exact carpet area of the said allocated apartment and the methodology deployed by respondents [DLF] in the calculating of the said carpet area; details of five other companies which are disclosed surreptitiously by DLF in the agreement for sale etc as also the intimidating conduct of the respondent DLF and its officials with the complainants throughout this proceedings. Such unfair trade practices employed by the respondents has given rise to genuine doubt in the minds of the complainants with regard to credibility of the respondent builder in delivering the unit booked by the complainants within the prescribed time period and as per the terms of the agreement for sale dated 23.11.2022. Complainants are under serious apprehension that the respondent will default in timely delivery of possession and adherence to the measurements and prices/payment schedule mentioned in the agreement for sale qua the unit booked by the complainants. Therefore, complainants have filed captioned complaint seeking directions from the Authority to regulate the conduct of the respondent in its dealings with the complainants and to primarily ensure that they will adhere to the terms and conditions as mentioned in the agreement for sale.



71. In the reply filed on behalf of the respondents no. 1, 2 and 4, respondent no. 1 builder has admitted to the allotment of unit bearing no. EA/3-D, 4<sup>th</sup> floor having a carpet area of 212.326 sq. mtr. (2285.480 sq. ft.) in favour of the complainants. Respondents have further admitted to execution of the agreement for sale dated 23.11.2022 with the complainants including the payments made by them. With regard to the allegations of the complainants, it has been rebutted that the entire process of sale and execution of agreement of sale has been conducted by the respondent builder strictly as per the norms prescribed by this learned Authority. Respondents have provided an elaborate reading of the agreement for sale dated 23.11.2022 in which the exact terms and conditions governing the contractual obligations of the necessary parties have been mentioned in detail including the payment plan, measurement of the plot/unit of the complainants, deemed date of possession, escalation clause, permissible reduction/increase in area among all other terms and conditions which are binding on both the parties and shall govern the conduct qua in respect of the unit booked by the complainants. It has further been submitted by the respondent builder that complainants were duly disclosed all the required details about the project and unit in question, which have also been mentioned in the application form, allotment letter and agreement of sale. Respondent builder has duly



abided by the terms and condition of the agreement for sale. However, complainants have been sending endless threatening emails and messages to the answering respondents, its employees and its promoters, harassing them mentally.

72. The primary relief of the complainants vide present complaint is that it should be ensured by the Authority that the respondent will not unilaterally change/alter/modify and neither reduce at all the layout plan of the allotted unit and neither reduce the size of the unit as committed at in schedule A. During the course of hearing dated 29.08.2023, both parties had addressed the arguments on the apprehension of the complainants with regard to alteration in the area of the unit at the time of delivery of possession. Thereafter, Authority vide order of even date, i.e, 29.08.2023 had directed the respondent no. 1 to submit an affidavit stating that the respondent company shall abide by the details of the covered area, carpet area, rates etc. as mentioned in Schedule A of the builder buyer agreement. In compliance, respondent no. 1, DLF Homes Panchkula Pvt Ltd. filed an affidavit in the registry on 16.10.2023 stating that respondent-promoter shall abide by the details of the covered area, carpet area, rates etc. as mentioned in Schedule A of the builder buyer agreement. Respondent no. 1 gave a thorough reading of the builder buyer agreement dated 23.11.2022 in which complete details of the unit booked



by the complainants have been mentioned. Learned counsel for the respondent has assured the Authority that respondent company will completely abide by the terms of the agreement in fulfilling the contractual obligations in respect of the booking of the unit by the complainants. In order to reassure the complainants with regard to the size/dimensions of their unit, the respondent no. 1 DLF company through its authorized representative had on affidavit dated 20.03.2023 provided the soft copies of DWG drawings via email dated 16.03.2023 as well as hard copies qua the unit bearing no. EA-3/D to the complainants through speed post on 17.03.2023, in compliance of order dated 02.03.2023. After receipt of said drawings, complainants have objected to DWG drawings stating that respondent has not provided the editable soft copies of DWG drawings. In reply to this, respondents no. 3, 5, 6, 7 and 8 vide application dated 03.04.2023 stated that the soft copies of working drawings cannot be provided to allottee as same can be easily put to misuse by anyone and the internal records/working drawings, over which, a promoter has exclusive ownership rights entailing intellectual property rights as well, is beyond the scope of interference by the Courts/Tribunals. In this regard, Authority observes that under Section 19 of the RERA Act, complainants are entitled to receive information relating to sanctioned plans, layout plans along with the specifications and such other information/documents



approved by the competent authority only. The drawing/ document/ information that is not approved cannot be demanded as a right under section 19. A balance of right between the parties deserve to be maintained and respondent cannot be forced to provide documents which are not approved by competent authority and are in nature of I.P.R. of respondent, having potential of being misused. Therefore, Authority does not deem it fit to provide the soft copy of the same to the complainants.

73. Complainants had further alleged that the respondent company had surreptitiously engaged five other companies/ set of builders as sub contractors which had never been mentioned at the time of sales process giving rise to genuine apprehension in the minds of the complainants. It is notably observed that engaging subcontractors/associated companies as a part of construction process is a general practice in the real estate industry. As pointed out by the learned counsel for the respondent DLF, the information in respect of the associated land owning companies of respondent no. 4 is available with both the licensing Authorities and with the RERA, Panchkula Authority as well under registration details of the project. Since, the information qua the details of the project in question is a matter of public record and in for ready access of allottees including the present complainants, therefore, the apprehension of the complainants in respect of the same in assuaged.



74. During the course of hearing today, it was essentially argued by the complainants that the respondent had charged them preferential location charges which are in contravention of the builder buyer agreement. In this regard an application had been filed by the complainants seeking justification of charges raised by the respondent company towards preferential location qua their unit bearing no. EA-3/D. It is further the prayer of the complainants that their unit must not be changed to a different unit as they have already paid PLC charges qua the same. In response, respondent has submitted that a perusal of clause 1.2 of the builder buyer agreement read with schedule C would reveal that the complainants have not been charged any preferential location charges. Complainants have merely placed their reliance on a whatsapp communication allegedly between the complainant and a real estate agent, which is misplaced. It is pertinent to mention here that complainants in relief clause 7 of their complaint has sought that 'that the respondents be further directed not to change the apartment number i.e. EA-3 as the petitioner has paid an additional sum of Rs. Sixteen laes on account of 3 independent sets of preferential location charges as the petitioner was told by respondent no. 6,8, and 9 that the price of a normal apartment in that category was Rs 3.24 crores'. In support of claim of preferential location charges, the complainants are relying upon whatsapp communication



dated 30.08.2022. To revert on this issue, respondent no. 1, 2 and 4 had filed written reply stating that respondent has not charged preferential location charges from the complainant, which is clear from clause 1.2 of the agreement executed between the parties and whatsapp chat relied upon by complainants only pertains to box pricing and as a matter of fact, the box price of each apartment located on 4<sup>th</sup> floor in the same lane and same location was fixed. No discrimination in pricing amongst the identically placed allottees/apartments made by respondent. In this regard, it is observed that complainant is relying upon the pre-contractual communications of August,2022, whereas fact remains that builder buyer agreement containing detailed terms and conditions pertaining to allotment/specifications of unit got executed on 23.11.2022. So, all communications/transactions prior to agreement got formally finalized by way of execution of builder buyer agreement. Now, builder buyer agreement is the primary document to determine rights and obligations of both parties. As per clause 1.2 of said agreement, the total price of unit no. EA/3-D is Rs 3,40,08,328.20/-. Respondent is duty bound to comply with the specifications-area and unit no. and price of unit. Agreeing to this, learned counsel for the respondents during the course of arguments reiterated that the contractual obligations between the complainants and respondent company will solely be governed by the terms of the builder



buyer agreement and further the unit of the complainants shall not be changed. The complainants were further assured by the respondent no.1 that the unit of the complainants will not be changed by filing an affidavit of authorized representative dated 16.10.2023.

75. In respect of the apprehensions of the complainants, as elaborated in aforementioned paragraphs, it is observed that the primary prayer of the complainant in respect of the issues pertaining to alteration of size of the allotted unit and/or change in the allotted unit beyond the terms of agreement and that they might be charged over and above are apprehensions of the complainants which have arisen due to some misplaced communications and trust deficit between the complainants and the respondent company. These apprehensions have already been addressed by the respondent promoter by way of an affidavit before the Authority stating that they will honour and abide by the terms of the builder buyer agreement and that the transactions for the unit bearing no. EA/3-D between the complainants and the respondent company shall not go beyond the said agreement.

76. The project in question namely; 'The Valley Garden' situated at Sector-3, Village Bhagwanpur and Islamabad, Pinjore Kalka Urban Complex, Panchkula is registered under RERA having RERA Registration no. HRERA-PKL-339-2022 dated 22-08-2022. As per the information





submitted by the respondent builder at the time of registration, the likely date of completion of the project has been provided as 30.10.2026. The facts set out in the preceding paragraphs demonstrate that the complainants had purchased a unit in the project of the respondent in the year 2022. The terms and conditions of the contract in respect of the unit bearing no. EA/3-D were crystallised between the complainants and the respondent builder namely; 'DLF Homes Private Limited' by way of execution of an agreement for sale dated 23.11.2022. Further, the clause 7 of the agreement for sale also provides the deemed date of possession as 30.10.2026. As per the said agreement the total sale price of the floor had been fixed at ₹ 3,40,08,328/-, including ₹ 14,880.17/- as the price per sq. feet. Each and every aspect governing the contractual relationship between the complainants and the respondent builder has been extensively elaborated via various clauses in the said agreement. It is to be noted that the project in question is yet to be completed and the deemed date of possession is yet to arrive. Complainants have filed the present complaint before the expiry of the due date due to the rise of various apprehensions with regard to the credibility of the respondents in timely delivery of possession and honouring the terms of the agreement. Complainants wish to stay with the project and await possession of the booked unit. However, they are under serious doubts that the respondent-builder might charge



them over and above the agreed price at the time of offering possession after they have invested their hard earned money as well as precious time in the project and the unit booked by them. The complainants are intimidated that at that time they will be left with no other option but to succumb to the dominant position of the respondent.

77. As per RERA Act 2016, an agreement for sale is a sacrosanct document which has a binding effect on the executing parties, in addition to, the agreement itself being a statement of commitment made by them at the time of signing the contract. Fact remains that complainants and respondent with their mutual consent executed the agreement for sale on 23.11.2022 in respect of the unit in question. In the complaint pleadings, there has not been a whisper of any point in the said agreement which is in violation of the RERA Act, 2016 because of which there is a cause of action that has arisen against the respondent builder. Complainants have not raised any allegations against violation of any of the terms or conditions of the builder buyer agreement dated 23.11.2022 in their written pleadings or arguments thereof. An agreement for sale is a core document for determining the rights and obligations of both the parties. An agreement duly executed by the parties with their consent cannot be ignored in totality for governing the terms and conditions in respect of the unit in question. Upon perusal of the documents placed on record, it is



observed that it may be so that the alleged application form dated 05.09.2022 might be lacking in certain informational aspects qua the unit booked by the complainants. However, it cannot be denied that the said details have been elaborately mentioned by the respondent builder in the agreement for sale dated 23.11.2022.

It is true that the contractual obligations of both the parties begin at the time of booking of a unit. However, the terms of said contract attain finality only with the execution of agreement for sale, which in this case was voluntarily executed by the complainants on 23.11.2022. Till the signing of the agreement, complainants had made a payment of approximately ₹ 33 Lakh to the respondent-builder in respect of the unit in question. In case there had been gruelling irregularities with the project or conduct of the respondent(s), complainants were at liberty to not continue with the booking. Yet the complainants chose to further the contract and willfully executed the agreement for sale. The said agreement was the subsequent document to the booking/allotment vide which all the terms of the agreement were crystallised with the consent of both the parties, hence it cannot be ignored while adjudicating the issues raised by the complainants vide present complaint and relief sought herein. Any terms or conditions prior to the execution of the agreement stood redefined as the terms and conditions mentioned in the agreement.



It is worth mentioning that the agreement included all the necessary information relevant to the complainants for pursuing the booking.

78. A bare reading of the observations recorded in paragraph above highlights the point that present complaint has been filed under the apprehension of the complainants qua the conduct of the respondent company towards the booking of their unit bearing no. EA/3-D and subsequent completion and timely delivery of possession. The apprehensions/ grievances of the complainants have been extensively entertained by the Authority and the required relief has already been assured by way of holding the respondent accountable for its conduct and ensuring that the terms and conditions of the builder buyer agreement dated 23.11.2022 are to be abided by both parties. It is pertinent to note that in their complaints, complainants have failed to mention any violation of the Sections of the RERA Act committed by the respondents to warrant cause of action against them at this stage. The terms of obligations between both the parties had been voluntarily crystallised by both the parties' vide builder buyer agreement dated 23.11.2022. Complainants themselves chose to become a part of the project and pursue their relationship with the respondent by executing the said agreement. Now, the complainants have filed present compliant under the sole apprehension that they will be charged over and above the agreed pricing



qua the unit in the agreement dated 23.11.2022. Respondent builder has pacified the contentions of the complainants by way of filing an affidavit stating that they will abide by the terms of the agreement. At this stage, the primary relief of the complainants is to seek assurance against the conduct of the respondent builder from deviating from the terms of the builder buyer agreement dated 23.11.2022 which has already been assured by the respondent no. 1 by way of an affidavit dated 16.10.2023. If in case any further violation arises with the contractual obligations or conduct of the respondent in complying with the provisions of the RERA Act, complainants are at liberty to approach the Authority for redressal of the said grievances. It is noteworthy to mention that as per clause 7.1 of the agreement possession of the unit is to be delivered by 30.10.2026. Fact of the matter is that the date of possession is yet to arrive. Violation if any with regard to delivery of possession cannot be dealt at this stage of contract between the complainants and the respondent company when the stage is premature as the deemed date of delivery of possession is yet to arrive in the year 2026. Respondents, at this stage cannot be held accountable for violations, if any, that might take place during the course of construction. Respondent no. 1, DLF-company has time and again ensured that it will not go beyond the terms and conditions of the agreement and further promised to strive to deliver possession of the unit



within the prescribed timeline subject to force majeure. In these circumstances, the primary relief of the complainants for filing this complaint has been granted. Future violations/grievances will warrant fresh complaint and facts for which the complainants are at liberty to approach the Authority.

79. The preamble of the RERA Act provides for efficiency and transparency in the real estate sector and to protect the interest of consumers. Unarguably, the RERA Act deems to protect the interests of home buyers in the real estate industry. However, for proper functioning of the Act, the nature and conduct of the home buyers and builder promoter including the violations in this industry have been extensively elaborated in the various sections of the RERA Act. In order to properly safeguard the interests of the home buyers and balance the real estate sector, these sections govern the contractual obligations of both the allottees and the promoter. The Authority in adjudication of the matter cannot go beyond the provisions of the RERA Act. Complainants have filed present complaint placing reliance on the preamble of the RERA Act. Beyond that, complainants have failed to bring forth any violation that may have been committed by the respondent promoter in violation of the RERA Act. At this stage, the Authority has diligently dealt with the relief sought by the complainants in their relief clause of the complaint . The contractual obligations



between both the parties are yet to attain finality as the deemed date of possession is yet to arrive. There is no misgiving on the part of the respondent company remaining which is in violation of the RERA Act. Hence at present Authority is unable to entertain this complaint beyond the relief already provided for vide its directions which have already been issued to the respondent promoter. Respondent no. 4 DLF is directed to abide by the terms and conditions of the builder buyer agreement dated 23.11.2022 in concluding its transactions with the complainants and to honour the submissions made before the Authority through this complaint. It is again reiterated that complainants are at liberty to again approach the Authority in case there is any further violation by the respondent promoter.

80. With the aforementioned observations, captioned complaint is **disposed of**. Order be uploaded on the website of the Authority and file be consigned to record room.

  
.....  
DR. GEETA RATHEE SINGH  
[MEMBER]

  
.....  
NADIM AKHTAR  
[MEMBER]