

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

<b>Complaint no.</b>	<b>:</b>	<b>5669 of 2022</b>
<b>Date of filing complaint:</b>		<b>17.08.2022</b>
<b>Date of decision</b>	<b>:</b>	<b>09.07.2024</b>

<b>1. Mrs. Shalini Kapur</b> <b>2. Mr. Surinder Kumar</b> Both are R/o: B-61, ground floor, Kalkaji, New Delhi-110019	<b>Complainants</b>
<b>Versus</b>	
<b>M/S Emaar MGF Land Ltd.</b> Regd. Office: 306-308, 3rd floor, Square One, C-2, District Centre, Saket, New Delhi-110017	<b>Respondent</b>
<b>CORAM:</b>	
Shri Arun Kumar	<b>Chairman</b>
Shri Ashok Sangwan	<b>Member</b>
Shri Sanjeev Kumar Arora	<b>Member</b>
<b>APPEARANCE:</b>	
Sh. Jagdeep Kumar (Advocate)	<b>Complainants</b>
Sh. J.K. Dang (Advocate)	<b>Respondent</b>

**ORDER**

1. The present complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

### A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	Emerald floors at Emerald Hills, Sector 65, Gurugram, Haryana
2.	Nature of the project	<b>Residential plotted colony</b>
3.	Project area	102.7412 acres
4.	DTCP License no. & validity status	10 of 2009 dated 21.05.2009 Valid/renewed up to 20.05.2019
5.	RERA Registered / not registered	Registered vide no. 162 of 2017 dated 29.08.2017 for 55.962 acres
6.	Unit no.	EHF-267-J-GF-022, Ground floor, Block Jemma admeasuring 267 sq. yard. [Page 25 of complaint]
7.	Provisional allotment letter	03.07.2009 [Page 20 of complaint]
8.	Date of execution of buyer's agreement	26.02.2010 [Page 24 of complaint]
9.	Possession clause	<b>13: POSSESSION</b> <b>(i) Time of handing over the possession</b> <i>Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand</i>



		<p><i>over the possession of the independent floor within 27 months from the date of execution of this Agreement. The Allottee(s) agrees and understands that the Company shall be entitled to a <u>grace period of 6 months, for applying and obtaining the occupation certificate in respect of the Floor and/or the Project.</u></i></p> <p>(Emphasis supplied)</p> <p>[page 39 of complaint]</p>
10.	Due date of possession	26.11.2012
11.	Total consideration as per statement of account dated 25.07.2022	₹ 61,76,725/- [page 82 of complaint]
12.	Total amount paid by the complainant as per statement of account dated 25.07.2022	₹ 61,94,789/- [page 82 of complaint]
13.	Occupation certificate	16.11.2016 [Page 27 of reply]
14.	Offer of possession	27.04.2017 [Page 99 of complaint]
15.	Unit handover letter	11.08.2017 [pg. 105 of complaint]
16.	Conveyance deed executed	03.01.2018 [Page 131 of reply]
17.	Delay compensation paid by the respondent as per statement of account dated 25.07.2022	₹ 1,70,590/- [pg. 58 of complaint]

**B. Facts of the complaint:**

3. The complainants have made the following submissions in the complaint: -

- i. That in the month of June 2009, the respondent through its business development associate approached the complainants with an offer to invest and buy a floor in the proposed project of the respondent, which the respondent was going to launch the project namely "Emerald Hills - Floors" in the Sector-65, Gurugram. On 06.06.2009, the complainants had a meeting with respondent at its branch office, where the respondent explain the project details of "Emerald Hills - Floors" and highlight the amenities of the project like convenient power back-up, pipe gas supply, perimeter security, multiple parks for recreation, clubhouse & mini theatre, sports facilities - tennis & swimming , gym & health facilities and many more, relaying on these details complainant enquire the availability of residential floor on ground floor which was a unit consisting area 1380 sq. ft. constructed on 267 sq. yard. plot. The respondent represented to the complainant that the respondent is a very ethical business house in the field of construction of residential and commercial project and in case the complainants would invest in the project of respondent then they would deliver the possession of proposed floor on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured to the complainant that it has already processed the file for all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainants and assured that the allotment letter and builder buyer

agreement for the said project would be issued to them within one week of booking. The complainants while relying upon those assurances and believing them to be true, booked an independent residential floor bearing no. EHF-267-J-GF-022 in the proposed project of the respondent measuring approximately super area of 1380 Sq. ft. in the township to be developed by respondent. Accordingly the complainant has paid Rs. 5,00,000/- as booking on 06.06.2009.

- ii. That in the said application form, the price of the said floor was agreed at the rate of Rs. 3840/- per Sq. ft. mentioned in the said application form. At the time of execution of the said application form, it was agreed and promised by the respondent that there shall be no change, amendment or variation in the area or sale price of the said floor from the area or the price committed by the respondent in the said application form or agreed otherwise.
- iii. That on 03.07.2009, the respondent issued a provisional allotment letter. Thereafter, on 26.02.2010, the respondent get signed the builder buyer agreement from complainants, which consisted very stringent and biased contractual terms which are illegal, arbitrary, unilateral and discriminatory in nature, because every clause of agreement is drafted in a one-sided way. The respondent exorbitantly increased the net consideration value of floor by adding EDC, IDC and PLC and when complainants opposed the unfair trade practices of respondent they inform that EDC, IDC and PLC are just the government levies and they are as per the standard rules of government

and these are just approximate values which may come less at the end of project and same can be proportionately adjusted on prorata basis and about the delay payment charges of 24% they said this is standard rule of company and company will also compensate at the rate of Rs 10 per sq. ft. per month in case of delay in possession of floor by respondent company. The complainants opposed these illegal, arbitrary, unilateral and discriminatory terms of provisional allotment letter but as there is no other option left with them because if they stop the further payment of installments then the respondent forfeit 15% of total consideration value from the total amount paid by them. On 26.02.2010, a builder buyer agreement was executed on illegal, arbitrary, unilateral and discriminatory terms. As per the clause-13(i) of the said buyer's agreement dated 26.02.2010, the respondent had agreed and promise to complete the construction of the said floor and deliver its possession within a period of 27 months with a Six (6) months grace period thereon from the date of start of construction. However the respondent has breached the terms of said buyer agreement and failed to fulfill its obligations and has not delivered possession of said floor within the agreed time frame of the builder buyer agreement.

- iv. That from the date of booking 06.06.2009 and till 27.04.2017, the respondent had raised various demands for the payment of installments on complainant towards the sale consideration of said floor and they have duly paid and satisfied all those demands as per the buyers agreement without any default or delay on their part and have also fulfilled otherwise also their

part of obligations as agreed in the buyers agreement. They were and have always been ready and willing to fulfill their part of agreement, if any pending.

- v. That as per buyer's agreement the sales consideration for said floor was Rs. 58,05,000/- Govt Charges (EDC & IDC) – 2,40,000/-, and PLC for 15 M Road – Rs 2,65,000/- exclusive of service Tax and GST, but later at the time of possession the respondent add Rs.98,531/-in sale consideration and increase sale consideration to Rs. 59,03,531/- without any reason for the same, which is an illegal, arbitrary, unilateral and unfair trade practice. The complainants opposed the increase in sales consideration at time of possession but respondent did not pay any heed to the issue raised by them.
- vi. That the complainants have paid the entire sale consideration along with applicable taxes to the respondent for the said floor. As per the statement dated 25.07.2022, issued by the respondent, upon the request of the complainant, they have already paid Rs.61,91,725/-towards total sale consideration and applicable taxes as on today to the respondent as demanded time to time and now nothing is pending to be paid on the part of complainants. Although the respondent charges Rs.98,531/- extra from the complainant.
- vii. That on the date agreed for the delivery of possession of said unit as per date of booking and later on according to the buyers agreement is 26.05.2012, the complainants had approached the respondent and its officers for inquiring the status of delivery of possession but none had

bothered to provide any satisfactory answer to them about the completion and delivery said floor. The complainants thereafter kept running from pillar to post asking for the delivery of his home but could not succeed in getting any reliable answer.

- viii. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainants to buy the said floor basis its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the delivery date of possession and resorted to all kind of unfair trade practices while transacting with them.
- ix. That the offer of possession offered by the respondent through "intimation of possession" was not a valid offer of possession because respondent offered the possession on dated 27.04.2017 with stringent condition to pay certain amounts which are never be a part of agreement and respondent did not even receive the completion certificate of various other floors of the project and as on 27.04.2017, project was delayed approx.. five years. At the time of offer of possession builder did not adjusted the penalty for delay possession as per, Act 2016. In case of delay payment, builder charged the penalty @24% per annum and in delay in possession builder give Rs. 10/- sq ft only, this is illegal, arbitrary, unilateral and discriminatory. The respondent also demanded an indemnity-cum-undertaking along with final payment, which is illegal and unilateral demand. The respondent did not even allow complainants to visit the property at "Emerald Hills -Floors"



before clearing the final demand raised by respondent along with the offer of possession. The respondent demanded two year advance maintenance charges from complainants which was never agreed under the buyer's agreement and respondent also demanded a lean marked FD of Rs. 10,637/- in pretext of future liability against HVAT (for the period of 01-April-2014 to 30-June-2017) which is also a unfair trade practice. The complainants informed the respondent about his unfair calculation of delay possession penalty and also enquires the construction status of rest of project through telephonically but nothing changed and respondent does not want to answer any enquiry before getting complete payment against his final demand. The respondent left no other option to complainants, but to pay the payment two year maintenance charges Rs. 41,897/- and submit a fixed deposit of Rs. 10,637/- with a lien marked in favour of Emaar MGF Land Limited and Rs. 3,89,620/- towards e-stamp duty for of above said unit no. EHF-267-J-GF-022, Emerald Hills -floor in addition to final demand raised by respondent along with the offer of possession. The respondent give physical handover of aforesaid property on date 11.08.2017.

- x. That the respondent did not provide the final measurement of above said unit no. EHF-267-J-GF-022, Emerald Hills -floor. The respondent charge all IDC, EDC and PLC and maintenance as per area of unit as 1380 sq. ft. but there is no architect confirmation provided by the respondent about the final unit area which the respondent will going to handover to complainants.

- xi. That on 15.05.2017, the complainants inform the respondent telephonically that it is creating anomaly by not compensating the complainants for delay possession charges at the rate of interest specified in, Act 2016. The complainants makes it clear to respondent that, if the respondent not compensates them for delay possession interest then the they will approach the appropriate forum to get redressal. Whenever the complainants enquire about the delay possession charges, the respondent making excuse of getting approval from directors, but till date the respondent did not credited the delay possession interest.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s):
- i. Direct the respondent to pay interest at the rate of 18% on account of delay in offering possession on Rs.61,91,725/- paid by the complainants as sale consideration of the said floor from the date of payment till the date of delivery of possession.
  - ii. Direct the respondent to return Rs. 98,531/-, amount unreasonably charged by the respondent by increasing sale price after execution of buyer's agreement between the parties.
  - iii. Direct the complainant's bank to remove the lien marked over fixed deposit of Rs 10,637/- in favour of the respondent on the pretext of future payment of HVAT for the period of 01.04.2014 to 30.06.2017 and also order to direct respondent to assist the process of removing lien from complainant's bank by providing NOC for the same.

- iv. Direct the Respondent to pay an amount of Rs. 55,000/- to the Complainants as cost of the present litigation.

**D. Reply by respondent:**

5. The respondent by way of written reply made following submissions:

- i. That the present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 are not applicable to the project in question. The occupation certificate in respect of the apartment in question has been issued by the competent authority on 16.11.2016, i.e. before the notification of the Haryana Real Estate Regulation and Development Rules 2017. The part of the project in which the unit in question is situated, is not an 'Ongoing Project" under Rule 2(1)(o) of the Rules. The project has not been registered under the provisions of the Act. This Authority does not have the jurisdiction to entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.
- ii. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement dated 26.02.2010.
- iii. That the complainants are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. It is submitted that the complainants have already obtained possession of the

unit in question and have, further, executed a conveyance deed regarding the unit in question. The transaction between the complainants and the respondent is complete. The reliefs sought in the false and frivolous complaint are barred by estoppel.

- iv. That the instant complaint is barred by limitation. The complainants have alleged that the respondent was obligated to offer possession of the unit in question by May, 2012 and by way of the instant complaint have sought interest for indemnifying them for the alleged delay in delivery of the unit in question. It is submitted that cause of action, if any, for seeking interest accrued in favour of the complainants in 2012 and consequently the instant complaint is barred by limitation. In any event, it is submitted that The complainants have alleged that the respondent was obligated to offer possession of the unit in question by 2013 and by way of the instant complaint have sought interest for indemnifying them for the alleged delay in delivery of the unit in question. It is submitted that cause of action, if any, for seeking interest accrued in favour of the complainants in 2013 and consequently the instant complaint is barred by limitation. In any event, it is submitted that the complainants have stated that the respondent had purportedly refused to pay the so-called delayed possession charges to the complainant at the time of delivery of possession of the unit in question i.e. on 11.08.2017. Thus, the complaint seeking interest and compensation is barred by limitation.

- v. That the complainants had approached the respondent sometime in the year 2009 for purchase of an independent unit in its upcoming residential project "Emerald Floors - Emerald Hills" (hereinafter "the project") situated in Emerald Estate, Sector 65, Gurgaon. It is submitted that the complainants prior to approaching the respondent, had conducted extensive and independent enquiries regarding the project and it was only after the complainants were fully satisfied with regard to all aspects of the project, including but not limited to the capacity of the respondent to undertake development of the same, that the complainants took an independent and informed decision to purchase the unit, un-influenced in any manner by the respondent. Thereafter the complainants vide application form dated 05.06.2009 applied to the respondent for provisional allotment of a unit in the project. The complainants, in pursuance of the aforesaid application, were allotted an independent unit bearing no EHF-267-J-GF-022, located on the Ground Floor, in the project vide provisional allotment letter dated 03.07.2009. The complainants consciously and willfully opted for a construction linked plan for remittance of the sale consideration for the unit in question and further represented to the respondent that the complainants shall remit every installment on time as per the payment schedule.
- vi. That the complainants had defaulted in remittance of installments on time. The respondent was compelled to issue demand notices, reminders etc. calling upon the complainants to make payment of outstanding amounts payable by the complainants under the payment

plan/instalment plan opted by them. However, the complainants, despite having received the payment request letters, reminders etc. failed to remit the instalments on time to the respondent. Calculation sheet dated 24.08.2022 correctly maintained by the respondent in due course of its business reflecting the delay in remittance of various instalments are put on record.

- vii. That the complainants consciously and maliciously chose to ignore the payment request letters and reminders issued by the respondent and flouted in making timely payments of the instalments which was an essential, crucial and an indispensable requirement under the buyer's agreement. It is submitted that the respondent despite defaults of several allottees earnestly fulfilled its obligations under the Buyer's Agreement and completed the project as expeditiously as possible in the facts and circumstances of the case. Therefore, there is no equity in favour of the complainants.
- viii. That Buyer's Agreement dated 26.02.2010 was executed between the complainants and the respondent. As per clause 15 of the Buyer's Agreement provides that compensation for any delay in delivery of possession shall only be given to such Allottees who are not in default of their obligations envisaged under the Agreement and who have not defaulted in payment of instalments as per the payment plan incorporated in the Agreement.

- ix. That without admitting or acknowledging in any manner the legality or truth of the allegations levelled by the complainants and without prejudice to the contentions of the respondent, it is submitted that the time period utilised by the concerned statutory authority to grant occupation certificate to the respondent needs to be necessarily excluded from computation of the time period for implementation of the project. Furthermore, no compensation or interest or any other amount can be claimed for the period utilised by the concerned statutory authority for issuing occupation certificate in terms of the Buyer's Agreement. Occupation certificate was thereafter issued in favour of the Respondent vide memo bearing no. 3466 dated 16.11.2016. Thus, the time period utilised by the concerned statutory authority to grant occupation certificate to the respondent needs to be necessarily excluded from computation of the time period for implementation of the project.
- x. That without prejudice to the contentions of the respondent, it is submitted that the allegations of the complainants that possession was to be given by May,2012 are wrong, *malafide* and result of afterthought in view of the fact that the complainants had made several payments to the respondent even after May,2012. The complainants have wantonly and needlessly leveled false, defamatory and vexatious allegations against the respondent. the respondent had offered possession of the unit in question through letter of offer of possession dated 27.04.2017 to the complainants. The complainants were called upon to remit balance payment including delayed payment charges and to complete the

necessary formalities/documentation necessary for handover of the unit in question to the complainants. However, the complainants consciously delayed the matter for reasons best known to them.

- xi. That an offer for possession marks termination of the period of delay, if any. The complainants are not entitled to contend that the alleged period of delay continued even after receipt of offer for possession. The complainants have consciously and maliciously refrained from obtaining possession of the unit in question. Consequently, the complainants are liable for the consequences including holding charges, as enumerated in the Buyer's Agreement, for not obtaining possession.
- xii. That the complainants had obtained possession of the unit in question and a unit handover letter dated 11.08.2017 had been executed by the complainants. It is submitted that prior to execution of the unit handover letter, the complainants had satisfied themselves regarding the measurements, location, dimension, development etc. of the unit in question. The complainants only after satisfying themselves with all the aspects including shape, size, location etc. of the unit in question, executed the unit handover letter stating that all the liabilities and obligations of respondent as enumerated in the allotment letter/buyer's agreement stood satisfied. Furthermore, the complainants have executed a conveyance deed dated 03.01.2018 Therefore, the transaction between the complainants and the respondent has been concluded in January, 2018



and no right or liability can be asserted by the respondent or the complainants against the other.

- xiii. the complainants have executed an indemnity cum undertaking dated 10.08.2017 whereby the complainants had declared and acknowledged that they have no ownership right, title or interest in any other part of the project except in the unit area of the unit in question. Moreover, the complainants have admitted their obligation to discharge their HVAT liability thereunder.
- xiv. The respondent has credited an amount of Rs.1,70,590/- to the account of the complainants as a gesture of goodwill. The aforesaid amount has been accepted by the complainants in full and final satisfaction of their alleged grievances and accordingly the complainants proceeded to execute the conveyance deed after receipt of the aforesaid amount. Without prejudice to the rights of the respondent, delayed interest if any has to be calculated only on the amounts deposited by the allottees/complainants towards the basic principal amount of the unit in question and not on any payment made by the allottees/complainants towards delayed payment charges or any taxes/statutory payments etc.

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

7. Copies of all the relevant documents have been filed and placed on record.

**E. Jurisdiction of the authority:**

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**E. I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject matter jurisdiction**

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

**Section 11(4)(a)**

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Objections raised by the respondent:-**

**F.I Whether the complainant can claim delayed possession charges after execution of conveyance deed.**

12. The respondent stated that the complainants have alleged that the possession of the unit was to be given not later than 26.11.2012 and therefore cause of action, if any, accrued in favour of the complainants in 26.11.2012. The counsel for the respondent also stated at bar that the conveyance deed of the unit has already been executed in favour of the complainant on 03.01.2018. The transaction between the parties stands concluded upon the execution of conveyance deed.

13. The authority has already taken a view in in *CR no. 4031/2019 and others tiled as Varun Gupta V/s Emaar MGF Land Limited and others* and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.

**F.II Whether the complainant is barred by limitation or not ?**

14. So far as the issue of limitation is concerned, the Authority is cognizant of the view that the law of limitation does not strictly apply to Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principle of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for litigation to agitate his rights. This Authority of the view that three years is a reasonable time period of time for a litigant to initiate litigation to press his rights under normal circumstances.
15. It is also observed that Hon'ble Supreme Court in its order dated 10.01.2022 in MA No. 21 of 2022 of Suo Moto Writ Petition Civil No.3 of 2020 have held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for purpose of limitation as may be prescribed under any general or special law in respect of all judicial nor quasi-judicial proceedings.
16. In the present matter the cause of action of arose on 27.04.2017 when the offer of possession was made by the respondent. The complainant has filed the present complainant on 17.08.2022 which is 5 years 3 months and 21 days from the date of cause of action. The present complaint has been filed on 17.08.2022. Even after taking into account the exclusion period from 15.03.2020 to 28.02.2022, the complainant has not been filed within a reasonable period of time nor has the complainant explained any grounds for the delay in filing the same. In view of the above, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by limitation.

**G. Findings on the relief sought by the complainant:**

17. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the Authority has observed that the Buyer's Agreement between the allottees and the respondent was executed on 26.02.2010. According to the terms of this agreement, possession of the unit was to be offered within 27 months plus an additional 6 months from the execution date. Therefore, the due date for possession, considering the 6 month grace period was 26.11.2012. The respondent obtained the occupation certificate for the relevant tower on 16.11.2016. An offer of possession was made to the complainant on 27.04.2017, and the unit was formally handed over on 11.08.2018, as indicated by the handover letter dated 11.08.2018. The conveyance deed was executed in favour of the complainants on 03.01.2018.
18. The cause of action for this complaint arose on 27.04.2017, when possession was offered. The complainant filed the present complaint on 17.08.2022, resulting in delay of 5 years 3 months 21 days from the date of cause of action arose. Consequently, the complaint is barred by limitation and is, therefore, dismissed.
19. In the present case, the authority (Shri. Arun Kumar, Hon'ble Chairperson, Shri. Ashok Sangwan, Member & Shri. Sanjeev Kumar Arora, Member) heard the complaint and disposed of on 09.07.2024, during the preparation of order of the above matter, one of the member Shri Sanjeev Kumar Arora has

retired and has demitted office. Hence, rest of the presiding officers of the Authority have signed the said order.

**H. Directions of the Authority:**

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

i. The cause of action arose on 27.04.2017 when the offer of possession was made by the respondent to complainant and the complainant has filed the present complaint on 17.08.2022, after a delay of 5 years 3 months and 21 days. The present complaint is barred by limitation and is dismissed.

21. Complaint stands disposed of.

22. File be consigned to the registry.

*(Demitted Office)*  
**(Sanjeev Kumar Arora)**  
**Member**

**(Ashok Sangwan)**  
**Member**

  
**(Arun Kumar)**  
**Chairman**

**Haryana Real Estate Regulatory Authority, Gurugram**

**Dated:09.07.2024**