

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

**Complaint no.:** 835 of 2023  
**Date of first hearing:** 24.02.2023  
**Date of Order:** 01.05.2025

Bhisham Tanwar  
**R/o:** - A-568, Sarita Vihar, New Delhi-110076

**Complainant**

**Versus**

Emaar India Ltd. (formerly known as  
Emaar MGF Land Ltd.)  
**Regd. office at:** ECE House, 28, Kasturba  
Gandhi Marg, New Delhi-110001  
**Corporate office at:** Emaar MGF Business  
Park, Mehrauli Gurgaon Road, Sikandarpur  
Chowk, Sector-28 Gurugram-122002

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Shri Gaurav Rawat (Advocate)  
Shri Ishaan Dang (Advocate)

Complainant  
Respondent

**ORDER**

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

### A. Project and unit 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 tabular form:

S. No.	Particulars	Details
1.	Name of the project	Premier Terraces at Palm Drive, Sector 66, Gurugram.
2.	Nature of the project	Group Housing Colony
3.	DTCP License No.	93 of 2008 dated 12.05.2008 valid up to 11.05.2020 (As per page no. 37 of the complaint)
4.	Unit no.	PTT-08-12A01, 12 <sup>th</sup> Floor, Tower 8 (As per page no. 37 of the complaint)
5.	Unit admeasuring	2100 sq. ft. (As per page no. 37 of the complaint)
6.	Provisional allotment letter in favour of original allottee	04.06.2010 (As per page no. 72 of the reply)
7.	Date of execution of builder buyer's agreement in favour of original allottee	10.07.2010 (As per page no. 36 of the complaint)
8.	Payment plan	Construction linked payment plan (As per page no. 51 of the complaint)
9.	Agreement to sell executed between the original allottee and the complainant herein	15.01.2013 (As per page no. 60 of the complaint)
10.	Nomination letter in favour of the complainant herein	01.02.2013 (As per page no. 64 of the complaint)
11.	Possession clause	<b>14. (a) Possession clause</b> <i>Subject to terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and not being default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation, etc. as prescribed by the developer, the Developer shall make efforts to handover the possession of the unit (which falls within ground plus four floors tower/ building) within period of 30 month from the date of</i>



		<i>commencement of construction and for the Unit and (which falls within ground plus thirteen floors tower/building) within period of 36 month from the date of commencement of construction subject to certain limitations as may be provided in this agreement and timely compliance of the provisions of this agreement by the Allottees.</i> (As per page no. 43 of the complaint)
12.	Date of start of construction	24.06.2011 (As per SOA dated 27.06.2023 on page no. 154 of the reply)
13.	Due date of delivery of possession	24.06.2014 ( <b>Note:</b> Due date to be calculated 36 months from the date start of construction i.e., 24.06.2011)
14.	Total sales consideration	Rs.1,29,81,185/- (As per page no. 61 of the complaint)
15.	Total amount paid by the complainant	Rs.1,30,93,510/- (As per SOA dated 27.06.2023 on page no. 154 of reply)
16.	Occupation Certificate	08.08.2019 (As per page no. 159 of the reply)
17.	Offer of possession to the complainant herein	13.08.2019 (As per page no. 163 of the reply)
18.	Unit handover letter to the complainant herein	06.02.2020 (As per page no. 169 of the reply)
19.	Settlement agreement	22.02.2022 (As per page no. 188 of the reply)
20.	Conveyance Deed in favour of the complainant herein	22.04.2022 (As per page no. 76 of the complaint)

### B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:

- I. That the complainant is a law-abiding citizen and residing at R/o A-568, Sarita Vihar, New Delhi-110076.

- II. That in 2007, the respondent company issued an advertisement announcing a group housing colony project called "Premier Terraces at Palm Drive' at Sector - 66, Gurugram was launched by Emaar MGF Land Ltd. on the 45.48 acres of land, under the license no. DS-2007/24799 of 2007 dated 27.09.2007, issued by DTCP, Haryana and thereby invited applications from prospective buyers for the purchase of unit in the said project. The respondent confirmed that the project had got building plan approval from the authority.
- III. That the complainant while searching for a flat/accommodation was lured by such advertisements and calls from the brokers of the respondent for buying a house in their project. The respondent company told the complainant about the moonshine reputation of the company and the representative of the respondent company made huge presentations about the project mentioned above and also assured that they have delivered several such projects in the National Capital Region.
- IV. That relying on various representations and assurances given by the respondent company and on belief of such assurances, the complainant booked a unit in the project by paying an amount of Rs.10,00,000/- towards the booking of the said unit bearing no. PTT-08-12A01, 12<sup>th</sup> Floor, Tower 8 in Sector-66, having super area measuring 2100 sq. ft. to the respondent and the same was acknowledged by the respondent.
- V. That the respondent confirmed the booking of the unit to the original allottee providing the details of the project for a total sale consideration of the unit i.e., Rs.1,25,44,800/- which includes basic price, plus EDC and IDC, along with car parking charges and other specifications of the allotted unit and provided the time frame within which the next instalment was to be paid.

ra



- VI. That a buyer's agreement was executed between the complainant and respondent on 10.07.2010. As per clause 14(a) of the buyer's agreement, the respondent had to deliver the possession within 36 months from the date of start of construction (24.06.2011) i.e., by 24.06.2014 with a grace period of 90 days for applying and obtaining the occupation certificate. The complainant was also handed over one detailed payment plan which was construction linked plan. It is unfortunate that the dream of owning a unit of the complainant was shattered due to dishonest, unethical attitude of the respondent.
- VII. That the original allottees subsequently transferred/ endorsed the property in favour of the complainant i.e., Bhisham Tanwar for an appropriate consideration vide agreement to sell dated 15.01.2013. The balance amount for obtaining the property which was still under construction was paid by the complainant according to the demands raised by the respondent. The respondent-promoter vide nomination letter dated 01.02.2013 recorded its consent to the transfer by stating: *"Accordingly, now the captioned property stands in the name of the complainant."*
- VIII. That as per the demands raised by the respondent, based on the payment plan, the complainant already paid a total sum of Rs.1,31,33,651/- towards the said unit against total sale consideration of Rs.1,25,44,800/-.
- IX. That the payment plan was designed in such a way to extract maximum payment from the buyers. The complainant approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. It is pertinent to state herein that such arbitrary and illegal practices have been prevalent amongst builders before the advent of Act of 2016, wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient



justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- X. That the respondent despite having made multiple tall representations to the complainant, the respondent has chosen deliberately and contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottees. The respondent has completely failed to honour its promises and has not provided the services as promised and agreed through the brochure, buyer's agreement and the different advertisements released from time to time.
- XI. That the respondent has played a fraud upon the complainant and cheated them with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafidely failed to implement the buyer's agreement executed with the complainant. Hence, the complainant being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- XII. That the complainant has suffered a loss and damage in as much as he had deposited the money in the hope of getting the said unit for residential purposes. He has not only been deprived of the timely possession of the said unit but the prospective return he could have got if he had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the buyer's agreement.
- XIII. That the complainant after many request and emails; received the offer of possession on 13.08.2019. It is pertinent to note here that along with the above said letter of offer of possession respondent raised several illegal



demands on account of the following which are actually not payable as per the builder buyer's agreement.

- XIV. That offering possession by the respondent on payment of charges which the flat buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. It would be noticed from the details provided above that those charges were never payable by the complainant as per the agreement, by the complainant and hence the offer of possession.
- XV. That the Palm Drive amenities are 24 X 7 Power Back up, 24 X 7 Security, Badminton Court, Basketball Court, Broadband Connectivity, Club House, Covered Parking, Creche, Gym, Health Facilities, Intercom Facility, Kids Play Area, Lawn Tennis Court, Maintenance Staff, Open Parking, Recreation Facilities, Religious Place, School, Servant Quarters, Shopping Arcade, Swimming Pool, Visitor Parking.
- XVI. That the complainant requested the respondent to show/inspect the unit before complainant pay any further amount and requesting to provide the car parking space no. but the respondent failed to reply.
- XVII. That the respondent asked the complainant to sign the indemnity bond as pre-requisite condition for handing over of the possession. The complainant raised objection to above said pre-requisite condition of the respondent as no delay possession charges was paid to the complainant but respondent instead of paying the delay possession charges clearly refuse to handover to possession if the complainant do not sign the aforesaid indemnity bond. Further, the complainant left with no option instead of signing the same.
- XVIII. That the complainant has never delayed in making any payment and has always made the payment rather much before the construction linked plan attached to the buyer's agreement. The allottee has approached the company with a request for payment of compensation, despite not making



payments on time and on the assurance that he shall make the payment of the delay payment charges as mentioned above along with all other dues to the company.

- XIX. That it has been held by the Hon'ble NCDRC, New Delhi in many cases that offering of possession on the payment of charges which the flat buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. In the present case also, asking for charges which the allottees are not contractually bound to pay is illegal and unjustified and therefore not a valid offer of possession. In fact it is a letter for demand of money rather than being an offer of possession.
- XX. That the complainant after many follow ups and reminders, and after clearing all the dues and fulfilling all one-sided demands and formalities as and when demanded by the respondent got the conveyance deed executed on 22.04.2022. While this sale deed acknowledges that the complainant has paid the total consideration towards full and final consideration of the said apartment and applicable taxes etc. it makes no provision for compensating the complainant for the huge delay in handing over the unit and project. The complainant was not given any opportunity to negotiate the terms of the said sale deed.
- XXI. That no negotiations were permitted in relation to the buyer's agreement dated 10.07.2010. The complainant was told that the sale deed will encompass all the relevant issues at hand. It is submitted that this agreement and various clauses therein amount to an unconscionable agreement containing terms that are so extremely unjust, or overwhelmingly one-sided in favour of the party who has the superior bargaining power, that they are contrary to good conscience.



- XXII. That the respondent has arbitrarily demanded for payment of interest on account of delayed payment at the rate of 15%-24% whereas the compensation for delay stipulated for the buyers is merely Rs.5/- per sq. ft. The complainant is actually entitled to interest @ 9.30% per annum on the total sum paid by him.
- XXIII. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondent may be unique and innovative from the respondent's point of view but from the allottee's point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.
- XXIV. That the complainant is the one who has invested his life savings in the said project and is dreaming of a home for himself and the respondent has not only cheated and betrayed him but also used his hard-earned money for its enjoyment.
- XXV. The complainant after losing all the hope from the respondent company, having his dreams shattered of owning a flat & having basic necessary facilities in the vicinity of the project and also losing considerable amount, is constrained to approach this Hon'ble Authority for redressal of his grievance.
- XXVI. That the present complaint is within the prescribed period of limitation. The complainant has not filed any other complaint before any other forum

against the erring respondent and no other case is pending in any other court of law.

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

4. The complainant has sought following relief(s):
  - I. Direct the respondent to deliver the Golf Driving Range at the designated location as promised at the time of booking.
  - II. Direct the respondent to provide the amenities and golf driving range at the designated location as per brochure and layout plan provided at the time of booking.
  - III. To initiate penal proceedings against the respondent on account of violation of various provisions of the Act of 2016 and for not getting the project registered.
  - IV. To order to set aside the one-sided indemnity bond and settlement agreement signed by the respondent from the complainant under undue influence.
5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

6. The respondent has contested the complaint on the following grounds:
  - i. That the complainant has 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 10.07.2010, as shall be evident from the submissions made in the following paragraphs of the present reply.



- ii. That the complainant is estopped by his own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint.
- iii. That the initial allottees approached the respondent in the year 2010 for purchase of an independent of an independent unit in its upcoming residential project "Palm Terraces" at the Palm Drive, Sector-66, Gurugram. The initial allottees prior to approaching the respondent, had conducted extensive and independent enquiries regarding the project and it was only after they 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 initial allottees took an independent and informed decision to purchase the unit, un-influenced in any manner by the respondent.
- iv. That the initial allottees in pursuance of the application form dated 06.04.2010 were allotted a unit bearing no PTT-08-12A01, located on the 12<sup>th</sup> floor in the residential project vide provisional allotment letter dated 04.06.2010. The initial allottees consciously and wilfully opted for a construction linked plan for remittance of the sale consideration for the unit in question and further represented to the respondent that they shall remit every instalment on time as per the payment schedule.
- v. The buyer's agreement dated 10.07.2010 was willingly and voluntarily executed by the original allottees after duly understanding and accepting the terms and conditions.
- vi. That the initial allottees and the complainant had approached the respondent and requested that the allotment be transferred in favour of the complainant. Upon execution of various transfer documents by the initial allottees as well as the complainant, the unit was transferred in favour of the complainant on 01.02.2013.

- vii. That the respondent has completed the construction of the project and had applied for occupation certificate on 30.06.2017 and received the occupation certificate on 08.08.2019.
- viii. That the complainant was offered possession of the unit in question through letter of offer of possession dated 13.08.2019. The complainant was called upon to remit balance payment including delayed payment charges and to complete the necessary formalities/documentation necessary for handover of the unit to him. However, the complainant approached the respondent with request for payment of compensation for the alleged delay in utter request for payment of compensation for the alleged delay in utter disregard of the terms and conditions of the buyer's agreement.
- ix. That thereafter, after repeated reminders, the complainant finally took vacant physical possession of the unit on 06.02.2020, whereby the complainant has admitted and acknowledged that he is fully satisfied with regard to the unit in all aspects and does not have any claim of any nature whatsoever against the respondent and that the respondent stands discharged of its obligations under the buyer's agreement upon acceptance of possession.
- x. That instead of taking possession of the unit, the complainant, although conscious and aware that he was not entitled to any compensation or interest on account of his defaults in terms of the buyer's agreement, proceeded to file a false and frivolous complaint bearing no. 3366/2020 before the Authority seeking various reliefs including compensation for delay in delivering possession and the same was disposed off by the Hon'ble Authority vide order dated 12.08.2021 with certain directions. The



respondent preferred an appeal bearing no. 65 of 2022 against the said order of the Authority.

- xi. That during the pendency of the aforesaid appeal, the parties arrived at a settlement agreement dated 22.02.2022 willingly and voluntarily executed by the complainant. In terms of the settlement agreement dated 22.02.2022, the complainant has received a sum of Rs.40 lakhs as compensation and claims against the respondent with respect to the unit as well as the project as a whole. The respondent has also waived holding charges as well as delayed payment charges till registration of the conveyance deed.
  - xii. That in view of the settlement agreement executed by the parties, the respondent withdrew appeal no. 65 of 2022. In the meanwhile, conveyance deed dated 22.04.2022 has been registered in favour of the complainant.
  - xiii. That upon execution of the settlement agreement dated 22.02.2022 and registration of the conveyance deed in favour of the complainant, the transaction between the complainant and the respondent stands concluded. The complainant is estopped from instituting the present false and frivolous complaint and the present complaint is liable to be dismissed with exemplary costs.
  - xiv. That there is no default or lapse on the part of the respondent. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainant are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.



**E. Jurisdiction of the authority:**

8. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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) The promoter shall-*

*(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 promoters, 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 of 2016 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 complainant at a later stage.

**F. Finding on the relief sought by the complainant:**

- G.I Direct the respondent to deliver the Golf Driving Range at the designated location as promised at the time of booking.**
  - G.II Direct the respondent to provide the amenities and golf driving range at the designated location as per brochure and layout plan provided at the time of booking.**
  - G.III To initiate penal proceedings against the respondent on account of violation of various provisions of the Act of 2016 and for not getting the project registered.**
  - G.IV To order to set aside the one-sided indemnity bond and settlement agreement signed by the respondent from the complainant under undue influence.**
12. On the above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
13. The original allottees were allotted a unit bearing no. PTT-08-12A01, 12<sup>th</sup> floor, admeasuring 2100 sq. ft. in project of the respondent named "The Palm Drive" at Sector-66, Gurugram vide allotment letter dated 04.06.2010 and an apartment buyer's agreement was also executed between the original allottees and the respondent regarding the said allotment on 10.07.2010. Thereafter, the original allottees transferred the unit to the complainant vide agreement to sell dated 15.01.2013 and the same has been acknowledged by the respondent vide nomination letter dated 01.02.2013. The terms and conditions of the buyer's agreement applied to the complainant in the same manner as it applied to the original allottees.
14. As per clause 14(a) of the agreement the respondent had agreed to handover the possession of the unit within 36 months from the date of start



of construction i.e., 24.06.2011. Therefore, the due date of possession comes to 24.06.2014.

15. In the present complaint, the occupation certificate was received from the competent authority on 08.08.2019 and possession of the unit was offered to the complainant herein vide offer of possession letter dated 13.08.2019. Further, the possession of the unit was handed over to the complainant herein vide unit handover letter dated 06.02.2020. Thereafter, the complainant and the respondent has entered into a settlement agreement dated 22.02.2022 vide which the respondent has paid an amount of Rs.40,00,000/- towards full and final settlement and 100% waiver on holding charges as well as delayed payment charges till the registration of conveyance deed. The relevant para of the settlement deed dated 22.02.2022 is reproduced below for ready reference:

*"It is mutually agreed that the above-mentioned benefits, concessions, advantages, etc. being given to/provided to/ extended to/ made available to the first party are in full and final settlement and the first party acknowledges that the first party is now not left with any further claims, demands, benefits, compensation etc. of any nature and extent whatsoever regarding in relation to the said unit, the said project, the second party and/or otherwise regarding and interests of the first party with regard to the subject matter of this agreement and henceforth the first party shall not raise any other claim, demand, benefits, compensation, etc. of any nature whatsoever and extent before any forum legal or otherwise."*

16. Subsequently, the conveyance deed was also executed by it in favour of the complainant in respect of the said unit on 22.04.2022 wherein the complainant has relinquished his claims on its execution. The relevant clause of the conveyance deed is reproduced below for ready reference:

*"That the actual, physical, vacant possession of the said apartment has been handed over to the vendee and the vendee hereby confirms taking over possession of the said apartment/ parking space(s) from the vendors after satisfying himself/herself that the construction as also the various installations like electrification work, sanitary fittings, water and sewerage connection etc. have been made and provided in accordance with the drawings, designs and specifications as agreed and are in good order and condition and that the vendee is fully satisfied in this regard and has no complaint or claim in respect of the area*






*of the said apartment, any item of work, material, quality of work, installation etc., therein."*

17. The complainant has filed present complaint after a long delay on 24.02.2023 seeking relief of Golf Driving Range at the designated place as promised at the time of booking and also to provide amenities as per brochure and lay out plan at the time of booking.
18. The counsel for the respondent vide proceedings of the day dated 01.05.2025 brought to the notice of the Authority that the matter has already been settled and the issue of the Golf Range is not part of the BBA and is being claimed only on the basis of brochure. He further stated that the conveyance deed has already been executed on 22.04.2022 and the complainant cannot claim such relief at this belated stage and he also mentioned that the Authority has already taken a view in complaint no. 3366 of 2020 wherein it has been decided that the issue of amenities cannot be agitated at the belated stage especially when the same is not part of the BBA.
19. As noted above, the possession of the subject unit was offered to the complainant on 13.08.2019 after obtaining occupation certificate on 08.08.2019. Thereafter, the conveyance deed of the unit was executed between the parties on 22.04.2022 and the present complaint was filed on 24.02.2023 before this Authority. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be stretched to an extent that basic principles of jurisprudence are to be ignored.
20. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37

read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.

21. In the light of the above stated facts and applying aforesaid principles, the authority is of the view that the present complaint is not maintainable before this Authority after such a long period of time as the law is not meant for those who are dormant over their rights. The procedure of law cannot allow the litigants to avail more than statutory rights in cases where the allottees have availed certain benefits in terms of settlement agreement dated 22.02.2024 and the conveyance deed has already been executed subsequent to the settlement agreement. In light of the above, the complaint is not maintainable and the same is declined.
22. Complaint stands disposed of accordingly.
23. File be consigned to registry.

**Dated: 01.05.2025**

  
(Vijay Kumar Goyal)  
Member

Haryana Real Estate Regulatory  
Authority, Gurugram