

# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order

20.08.2025

NAI	ME OF THE BUILI	M/s Diverse Developers LLP		
PRO	DIECT NAME:	ROF Insignia Park	APPEARANCE	
1.	CR/4875/2024	Shamsher Singh Vs. Diverse Developers LLP	Advocate Anshul Gupta (Complainant) Advocate Garvit Gupta (Respondent)	
2.	CR/4873/2024	Shamsher Singh  Vs:  Diverse Developers LLP	Advocate Anshul Gupta (Complainant) Advocate Garvit Gupta (Respondent)	
3.	CR/4880/2024	Anshul Kumar Vs. Diverse Developers LLP	Advocate Anshul Gupta (Complainant) Advocate Garvit Gupta (Respondent)	

CORAM:

Ashok Sangwan

Member

#### ORDER

- 1. This order shall dispose of all the complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects,



namely, 'Rof Insignia Park' being developed by the same respondent-promoter i.e., M/s Diverse Developers LLP. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Comp laint No./T itle/ Date of filling	Reply Status	Plot no. & Area admeasu ring	Date of allotme nt letter	Date of executio n of agreeme nt for sale	Due of possessi on	Offer of possession	Relief Sought
1.	CR/487 5/2024 Shamsh er Singh V/s M/s. Diverse Develop ers LLP 07.10.2 024	16.07.20 25	B-21, Admea- suring 133.865s q.yards (As on page no. 22 of complain t)	22.08.2	12.06.20	31.05.20	CC - Not obtained  TC - Rs.89,03,76 3/-  AP - Rs.47,86,79 1/-	1. Direct the respondent to obtain the Completion certificate and then offer immediate possession of the plot.  2. Direct the respondent to waive the illegal interest amounting to R.7,66,239/-charged of delay payments since it was their obligation obtain the Completion Certificate.



ander	GURU	GRAM						<ol> <li>Restrain the respondent from cancelling the unit.</li> <li>Litigation cost @Rs.1,00,000/</li> <li>Compensation for mental and financial harassment @Rs.1,00,000-</li> <li>Direct the</li> </ol>
	CR/487 3/2024 Shamsh er Singh V/s M/s. Diverse Develop ers LLP 07.10.2 024	16,07.20	B-20, Admeasu ring 144.391 sq. yrds (As on page no.23 of complain t)	22.08.2	12.06.20	31,05,20	CC-Not obtained  TC-Rs. 96,74,630/-  AP- Rs.51,98,29 0 /-	respondent to obtain the Completion certificate and then offer immediate possession of the plot.  2. Direct the respondent to waive the illegal interest amounting to Rs.8,39,885/-charged on delay payment since it was their obligation to obtain the Completion Certificate.  3. Restrain the respondent from cancelling the unit.  4. Litigation cos @Rs.1,00,000/-  5. Compensation for mental an financial harassment @Rs.1,00,000
3	CR/48 0/202 Anshu Gupta Vs.	4 25 il	B-1, Admeas ring 133.952 sq.yrds	(As o	22 on e 0	31.05 26	CC-Not Obtained TC- Rs.96,11, 6/-	Direct the respondent obtain the respondent to the respondent



GURUGRA		complai	AP-	immediate
M/s. Diverse Develop ers LLP  07.10.2 024	(As on page no. 22 of complain t)	nt)	Rs.48,05,52 8/-	possession of the plot.  2. Direct the respondent to waive the illegal interest amounting to Rs.8,31,549/-charged on delay payment since it was their obligation to obtain the Completion Certificate.  3. Restrain the respondent from cancelling the unit.  4. Litigation cost @Rs.1,00,000/

- The aforesaid complaints were filed by the complainant against the promoter on account of violation of the space buyer's agreement executed between the parties inter se in respect of said units for not handing over the possession by the due date. In the complaints, issues other than delay possession charges in addition or independent issues have been raised and consequential reliefs have been sought.
  - 5. The delay possession charges to be paid by the promoter is positive obligation under proviso to section 18(1) of the Act in case of failure of the promoter to hand over possession by the due date.
  - It has been decided to treat the said complaints as an application for noncompliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates



the Authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.

7. The facts of all the complaints filed by the complainant/ allottee are also similar. Out of the above-mentioned cases, the particular's of lead case CR/4875/2024 at serial no. 1 titled as Shamsher Singh Vs. M/s Diverse Developers LLP. are being taken into consideration for determining the rights of the allottees qua delay possession charges, and other reliefs sought by the complainants.

#### A. Unit and project related details

8. The particulars of unit details, 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:

Sr. No.	Particulars	Details		
1.	Name of the project	" ROF Insignia Park"		
2.	Location of the project	Village-Badha, Sector-93, Gurugram.		
3.	Nature of the project	Affordable plotted colony		
4.	DTCP license no.	License no. 75 of 2021 Dated-24.09.2021		
5.	Registered/not registered	Registered		
6.	Allotment letter	22.08.2022 (As on page no. 20 of complaint)		
7.	Plot no.	B-21		



		(As on page no. 20of complaint)
8.	Plot Area	133.865 sq.yrds (As on page no. 22 of complaint)
9.	Agreement For Sale	12.06.2024 (As on page no. 32 of complaint)
10.	Possession clause	Clause 7 POSSESSION OF THE UNIT 7.2
	A BUR	The Promoter assures to offer the handover of possession of the Unit from the date of completion of the project i.e, 31.05.2026 ("Possession Date"), subject to the grant of completion certificate, alongwith allotted Parking Space (if any) as per the agreed terms and conditions unless there is delay due to force majeure, court orders, Government Policy/Guidelines, policy/guidelines of the competent Authorities, pandemic, epidemic, decisions affecting the regular development of the Project or any other event/reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities as mentioned in Schedule-C hereto, prior to the expiry of the Commitment Period.
11.	Due date of possession	31.05.2026
12.	Payment plan	i. Application amount-10% of total cost (including booking amount)



		ii. On or within 30 days of allotment-40% of total cost iii.On offer of possession/completion of demarcation work, leveling road & Sewage Drainage-50% of total cost.	
13.	Basic Sale consideration	Rs.89,03,763/- (As on page no. 41 of compliant)	
14.	Total amount paid by the complainant	Rs.47,86,791/- (As on page no. 44 of complaint)	
15.	Completion certificate	Not obtained	
16.	Offer of possession	Not offered	
17.	Reminders	16.05.2023 15.11.2023 05.02.2024 16.05.2024	
18.	Final Opportunity letter	24.10.2024	
19.	Cancellation letter	29.10.2024	

## B. Facts of the complaint

- 9. The complainant has made the following submissions: -
  - 1. That in the year 2022, the complainant booked a residential unit with a Possession linked payment plan (10% at time of booking, 40% within 30 days of booking and 50% on offer of possession) and was allotted a residential unit, bearing Plot no. B-20, having a plot area of 144.391sq. yrds. situated at Sector-93, Village-Badha, Gurugram, Haryana-1122001 by the respondent in it's project namely 'Rof Insignia Park'. The total



consideration amount was agreed at Rs.1,03,96,580/-.

- II. That the respondent executed the Flat Buyers Agreement/Agreement for Sale with the complainant on 12.06.2024. The Agreement contained various one-sided and arbitrary clauses, yet the complainant could not negotiate on any of the terms as the respondent had already collected significant amount of money from the complainant.
- III. As per the Agreement for Sale dated 12.06.2024, it was obligatory for the respondent to obtain the Completion Certificate. This was specifically enumerated in clause 7.2 and 7.4 of the Agreement. The complainant made a total payment of Rs.51,98,290/- to the respondent.
- IV. That as per the Agreement for Sale dated 12.06.2024, the payment schedule was as follows:

10% of the total cost was to be paid as an application amount at the time of booking, 40% was to be paid within 30 days of allotment, and the remaining 50% was to be paid only after the completion certificate is received from the appropriate authority and at the time of possession.

- V. However, till date, the respondent has not provided a copy of the Completion Certificate to the complainant. The complainant has multiple times, sought the copy of the Completion Certificate from the respondent, however it has failed to provide the same. It is trite law that possession being offered without CC is not a valid offer of possession. The respondent has further charged excess interest from the complainant for late payment which is illegal as no Completion Certificate has been obtained by them.
- VI. The correspondence between the complainant and the respondent makes it evident that the complainant has sent multiple reminders to the respondent to obtain the Completion Certificate but all such attempt went in vain.
- VII. On 29.02.2024, the respondent sent an illegal 'Final Opportunity Letter',



threatening the complainant to cancel the allotment, if the balance amount is not paid. This letter was a gross violation of Agreement to Sale entered. It is further pertinent to mention *herein* that *vide* this letter, the respondent made an illegal demand of Rs.8,39,885/- even after being aware that the possession has not been offered and without obtaining the Completion Certificate.

- VIII. On 06.03.2024, the complainant sent an email, intimating the respondent about Final Opportunity Letter received. He further stated that he went to the office of the respondent multiple times asking for the Completion Certificate issued by DTCP, which is a pre-requisite for the payment of the balance amount of 50%. However, the staff present at the office refused to show the same and did not provide any information about the Completion Certificate. On 28.05.2024, the complainant sent a letter to the respondent pointing out the unjust deviation from the agreed payment terms. However, the respondent vide email dated 01.06.2024 again demanded the complainant to pay the remaining 50% of the sale consideration along with the interest for delayed payments. On 10.06.2024, the complainant sent another email to the respondent stating his grievances.
  - 1X. Due to the failure on the part of the respondent to comply with the obligation of obtaining the Completion Certificate till date, the complainant was constrained to send a legal notice dated 12.09.2024 to the respondent.
    - X. It is pertinent to mention herein that the respondent has failed to obtain Environmental Clearance from the relevant authority and the said project is far from completion.
  - XI. That the respondent took an amount of Rs.51,98,290/- by 02.05.2023 which is more than 50% of the total sale consideration, whereas the



Agreement to Sale was executed on 12.07.2024. The total consideration being Rs.1,03,96,580/-, the respondent could not have taken more than 10% of the same before execution of the Agreement for Sale which is a mandate as per Section 13 of the Act. Therefore, the respondent have also violated Section 13 of the Act, 2016.

## C. Relief sought by the complainant:

10. The complainant has sought following relief(s).

i. Direct the respondent to obtain Completion Certificate and

then offer immediate possession of the plot.

 Direct the respondent to waive off the illegal interest amounting to Rs.7,66,239/- charged on delay payment since it was their obligation to obtain the Completion Certficate, then offer possession of the plot.

iii. Restrain the respondent from cancelling the allotment of the

plot.

iv. Direct the respondent to pay a sum of Rs.1,00,000/- to the complainant as compensation for mental and financial harassment.

v. Direct the respondent to pay a sum of Rs.1,00,000/- as

reimbursement of legal expenses.

11. 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.

- 12. The respondent contested the complaint by filing reply dated 10.01.2024 on the following grounds: -
  - I. That the complainant, after checking the veracity of the project had applied for allotment of a plot in the said project. The complainant agreed to be bound by the terms and conditions of booking. The complainant was aware that he had applied in the said project being developed by the respondent under the said Policy and had



understood all the limitations and obligations after being provided with all the information and clarifications.

- II. That pursuant to the booking made by the complainant, the respondent allotted a plot bearing no. B-21 having plot area of 133.865 sq yards in the said project vide its allotment letter dated 22.08.2022. The allotment letter contains the payment plan as per which the installments were to be demanded by the respondent from the complainant. The mutually agreed payment plan is as follows:
  - Application Amount- 10% of the total sale consideration
  - On or within 30 days of allotment- 40% of total cost
  - On offer of possession OR Completion of Demarcation Work, Levelling Road and Sewage Drainage- 50% of total cost.
- III. That the respondent demanded the payments towards the due installments as per the mutually agreed payment plan. The complainant made payments towards the installments against the stages namely- 'Application Amount' and 'On or within 30 days of Allotment'. The complainant was well aware of his obligation to make timely payment of the amount as per the agreed upon payment plan.
  - That meanwhile, the respondent completed the development of the said project with respect to the Demarcation Work, Levelling Road and Sewage Drainage and demanded the due payments vide its demand letter dated 03.05.2023 towards the last and final installment. It is pertinent to mention here that the respondent at the time of booking had duly informed the complainant that the respondent would be offering the possession of the allotted unit to the complainant after obtaining the Completion Certificate from the concerned authorities and the same would be done by May, 2026. The due date of handing over of possession thus as per the agreed terms



is 31.05.2026 as clearly stipulated in Clause 7.2 of the Agreement for sale dated 12.06.2024.

- V. That the complainant was approached several times by the respondent to make the said payment as demanded by the respondent towards the rightful dues. The respondent was constrained to send several reminders in this respect including but not limited to reminders dated 10.05.2023, 15.05.2023,16.05.2023, 13.07.2023, 11.11.2023, 05.02.2024. However, despite issuance of multiple letters, the complainant in continuation of his defaults failed to make the payments towards the due installments.
- That as per the said payment plan, the respondent was well within its VI. rights to demand the remaining 50% of the total cost upon "Completion of Demarcation work, Levelling Road and Sewage Drainage". It is pertinent to mention herein that the respondent completed the construction of the said project, including the said demarcation work, Levelling Road and Sewage Drainage much before the due date and only after achieving the requisite development stage, the respondent demanded the remaining 50% of the total cost from the complainant vide the aforementioned demand letters and reminders. The complainant on the other hand failed to make the payments despite receiving the said demand letter. It is pertinent to mention here that the respondent vide its final opportunity letter dated 29.02.2024 further reminded the complainant of its obligations to make the payments towards the remaining sum. However, despite the issuance of the said final opportunity letter, the complainant failed to comply with the payment plan and make the required payments.



- VII. That a copy of the Agreement for Sale in respect of the said plot was sent by the respondent to the complainant. The complainant signed the Agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the said Agreement. Thus, the Agreement for Sale was signed between the complainant and the respondent on 12.06.2024.
- VIII. That as per the mutually agreed terms of the Agreement for Sale, it was obligatory for the complainant to make the timely payments as per the payment plan agreed between the complainant and the respondent.
  - 1X. That the respondent vide another final opportunity letter dated 24.10.2024 requested the complainant to remit the dues as demanded by the respondent towards the last installment of the agreed upon payment plan. The complainant despite the said letter failed to make the payment of Rs.63,76,162/- towards the due installment.
    - X. On account of defaults committed by the complainant, the respondent was left with no other choice but to terminate the allotment of the complainant by issuing the cancellation letter dated 29.10.2024. Therefore, the complainant is now left with no right, title or lien in the unit after the said cancellation. The said cancellation has been done by the respondent strictly as per the Agreement and the said policy and the same is valid in the eyes of law.
    - XI. That the complainant is a habitual litigant and the said fact is evident from the complaint lodged by the complainant with the Commissioner of Police, Gurugram on 02.06.2025. Vide the said complaint, the complainant wrongly accused the respondent of selling of the said allotted unit and creating third party rights over the



said unit. However, the respondent has till date not created any thirdparty over the said allotted unit after cancelling the allotment of the complainant.

- XII. The aforesaid conduct of the complainant clearly demonstrates that the complainant is misusing the legal process with the sole intent to harass, pressurize, and malign the respondent's reputation.
- 13. 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 submissions made by the parties.

## E. Jurisdiction of the authority

14. 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

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

16. 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.

- 17. 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.
  - Findings on the reliefs sought by the complainant.

E. I. Direct the respondent to obtain Completion Certificate and then offer

immediate possession of the plot.

E.II. Direct the respondent to waive off the illegal interest amounting to Rs.7,66,239/- charged on delay payment since it was their obligation to obtain the Completion Certificate, then offer possession of the plot.

E.III Restrain the respondent from cancelling the allotment of the plot.

In the present complaint, the complainant booked a residential plot in the project of the respondent namely "ROF Insignia Park" situated at Sector-93, Village-Badha, Gurugram, Haryana-122001. Vide allotment letter dated 22.08.2022, the complainant was allotted a plot bearing no. B-21 admeasuring 133.865 sq.yards in the residential plotted colony namely "ROF Insignia Park". Thereafter, the Agreement for Sale was executed between the complainant and the respondent on 12.06.2024. The sale consideration of the plot was Rs.95,73,089/- and the complainant has till date paid an amount of Rs.47,86,791/- to the respondent. As per clause 7.2 of the Agreement for sale dated 12.06.2024, the respondent assured to handover possession of the plot by 31.05.2026. Thus, the due date of possession comes out to be 31.05.2026.



- 19. **Due date of handing over possession:** As per clause 7.2 of the Agreement For Sale dated 12.06.2024, the possession of the allotted unit was supposed to be offered from the date of completion of the project i.e., 31.05.2026. Therefore, the due date for handing over of possession comes out to be 31.05.2026.
- 20. The Authority observes that as per Annexure-2 of the Allotment letter dated 22.08.2022, the payment plan for the subject plot is as follows:

#### "PAYMENT PLAN"

S.No.	Stage Description	%
1.	Application Amount	10% of Total Cost Including booking amount
2.	On or Within 30 Days of Allotment	40% of Total Cost
3.	On Offer of Possession/Completion of Demarcation Work, Levelling Road & Sewage Drainage	50% of total cost
	Total	

21. As per the payment plan agreed upon between the parties, the complainant was obligated to make payments at various defined stages. The complainant duly made payments at the initial stages, namely: (i) at the time of application, and (ii) on or within 30 days from the date of allotment, in accordance with the demands raised by the respondent. The final stage of payment, as stipulated, was to be made upon the "Offer of Possession" or upon the "Completion of Demarcation Work, Levelling of Roads, and Sewage Drainage," whichever occurred earlier. The respondent, without obtaining a Completion Certificate from the competent authorities, raised a demand for the balance payment, asserting that the condition of "Completion of Demarcation Work" had been fulfilled. The respondent stated that in line with the payment schedule, they were within their rights to raise the demand for the remaining 50% of the total cost upon completion of the demarcation



work, irrespective of whether possession was formally offered. The demand was accordingly raised after the claimed completion of the said work. Despite receipt of the demand letter, the complainant failed to remit the due amount. Subsequently, through a Final Opportunity Letter dated 29.02.2024, the respondent once again reminded the complainant of their obligation to clear the outstanding dues. However, the complainant did not comply with the payment schedule even thereafter. In view of the continued default, the respondent proceeded to terminate the allotment and issued a cancellation letter dated 29.10.2024.

- 22. The Authority observes that, as per the payment plan annexed to the allotment letter, the complainant was required to make payments towards the allotted plot in three distinct stages, namely: (i) at the time of application, (ii) within 30 days of allotment, and (iii) upon the offer of possession or completion of demarcation work, levelling of roads, and sewage drainage—whichever occurred earlier. The total sale consideration for the subject plot was ₹95,73,089/-, out of which the complainant has paid a sum of ₹47,86,791/- towards the first two stages of payment, i.e., "On Application" and "Within 30 days of Allotment." Subsequently, the respondent raised a demand in respect of the final stage of payment, i.e., "On Offer of Possession / Completion of Demarcation Work, Levelling of Roads, and Sewage Drainage." Upon the complainant's failure to comply with this final payment obligation, the respondent proceeded to cancel the allotment by issuing a cancellation letter dated 29.10.2024.
- 23. The Authority is of the view that the demand raised by the respondent was premature and not in accordance with the stipulated payment plan. In the absence of a Completion Certificate issued by the competent authorities, the respondent was not entitled to make an offer of



possession of the plot to the complainant. The respondent's contention that the demand was raised upon the "Completion of Demarcation Work, Levelling of Roads, and Sewage Drainage" is not sustainable, as the payment plan does not authorize the respondent to raise the final demand based on whichever event occurs earlier.

- 24. It is further noted that the due date for possession of the subject plot is 31.05.2026. Therefore, raising a demand for the balance amount at such an early stage—nearly two years in advance—cannot be justified. It would be unreasonable to expect the complainant to pay the full sale consideration and thereafter await possession for an extended period. Moreover, in the absence of the Completion Certificate, the complainant would be unable to commence construction on the plot, thereby defeating the very purpose of the purchase.
- 25. In light of the above, the cancellation of the allotment dated 29.10.2024 is hereby set aside. The respondent is directed to reinstate the complainant's allotment within 30 days from the date of this order. Additionally, the respondent shall offer possession of the plot only upon obtaining the Completion Certificate from the competent authorities.
- E.IV Direct the respondent to pay a sum of Rs.1,00,000/- to the complainant as compensation for mental and financial harassment.
- E.V Direct the respondent to pay a sum of Rs.1,00,000/- as reimbursement of legal expenses.
- 26. The complainant is seeking the above mentioned reliefs w.r.t compensation. The Hon'ble Supreme Court of India in Civil Appeals no. 674445-679 of 2021 titled as M/s Newtech Promoters and Developers Ltd. V/s State of UP (Supra) has held that an allottee is entitled to claim compensation and litigation charges under Section 12, 14, 18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and



the quantum of compensation and litigation charges shall be adjudicated by the adjudicating officer having due regards to the factors mentioned in Section 72. Therefore, the complainant may approach the adjudicating officer for seeking the relief of compensation.

- 27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
- 28. Complaints stands disposed of. True certified copy of this order shall be placed in the case file of each matter.

29. File be consigned to the registry.

(Ashok Sangwan) Member

Haryana Real Estate Regulatory Authority, Gurugram Dated: 20.08.2025