

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

Complaint no.	:	4928 of 2024
Date of decision	:	31.10.2025

Late Sneh Lata Jain Through  
The Legal Heir Rajiv Jain,  
R/o: -Unit Ptt-08-0201 Second Floor,  
Tower Block-S-08 Palm Terraces At  
Palm Drive At Sector - 66, Gurugram

**Complainant**

**Versus**

M/s Emaar MGF Land Ltd Through its  
Managing Director and other Directors  
Now Known As Emaar India Limited

**Respondent**

**Regd. Office at:** Emaar MGF Business Park, M G Road,  
Sikanderpur Chowk,  
Sector 28, Gurgaon 122002

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Gaurav Rawat (Advocate)

Sh. JK Dang (Advocate)

**Complainant  
Respondent**

**ORDER**

1. The present complaint dated 26.07.2024 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 provisions 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 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:

S. N.	Particulars	Details
1.	Name of the project	"Palm Terraces", Sector 66, Gurugram
2.	Nature of the project	Residential
3.	RERA Registered/ not registered	Not registered
4.	License no. and validity	93 of 2008 issued on 12.05.2008 and valid upto 11.05.2020
5.	Unit no.	PTT-08-0201, 2 <sup>nd</sup> floor, tower 08 [Page 55 of complaint]
6.	Unit area admeasuring	2100 sq. ft. (super area)
7.	Unit handover letter	14.04.2019 (page 98 of complaint)
8.	Relinquishment deed	30.09.2022 (page 41 of complaint)
9.	Date of provisional allotment letter	18.08.2010 (page 48 of complaint)
10.	Date of Builder buyer agreement b/w Sunil Soni, Taruna Soni and the respondent	15.07.2010 (page 54 of complaint)
11.	Indemnity cum undertaking	08.11.2018 (page 177 of reply)
12.	Nomination letter	21.11.2018 (page 184 of reply)
13.	Possession clause	<b>14(a)</b>

		<p><i>Subject to terms of this clause and barring force majeure conditions, and subject to the Allottee 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 over the possession of the Unit within 36 (Thirty Six) months from the date of start of construction., subject to timely compliance of the provisions of the Agreement by the Allottee. The Allottee agrees and understands that the Company shall be entitled to a grace period of 5 (five) months, for applying and obtaining the completion certificate/occupation certificate in respect of the unit and/or the project.</i></p>
14.	Due date of possession	15.07.2013 (Calculated as per <b>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253/2018</b> from the date of allotment letter i.e. 15.07.2010)
15.	Total sale consideration	Rs.1,37,05,157/- (page 152 of reply)
16.	Amount paid by the complainant	Rs. 1,28,82,875/- (page 181 of reply)
17.	Conveyance deed	19.09.2019 (page 101 of complaint)
20.	Occupation certificate	08.03.2019 (page 186 of reply)
21.	Offer of possession	14.03.2019 (page 94 of complaint)

**B. Facts of the complaint**

3. The complainant has made the following submissions: -
- I. That the complainant is a respectful citizen. The complainant booked an apartment bearing no. 608, unit type b, 2bhk, admeasuring 580.54 sq.ft. and balcony area 100 sq. ft. situated at 6th floor tower-4 in Affordable Group Housing Colony namely "Pyramid Fusion Homes, Gurugram" in revenue estate of village Palra, Sector 70A, Gurugram Manesar, Urban Complex District, Gurugram along with one two-wheeler open parking site in project.
  - II. The respondent, M/s Emaar MGF Land Ltd. advertised about its new project namely "Palm TERRACES AT PALM DRIVE" on the 45.48 acres of land, in Sector 66 of the Gurugram. The respondent painted a rosy picture of the project in its advertisements making tall claims.
  - III. In 2007, the respondent company issued an advertisement announcing a group housing colony project called "Palm 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, Chandigarh and thereby invited applications from prospective buyers for the purchase of unit in the said project. Respondent confirmed that the projects had got Building Plan Approval from the authority.
  - IV. The complainants 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 namely palm drive. The respondent company told the complainants 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. The respondent handed over one brochure to the complainants which showed the project like heaven and in every possible way tried to hold the complainants and incited the complainants for payments.
  - V. Respondent issued vital brochures containing detailed specifications of the project. Apart from specifications relating to the flats, the brochures boasted the complex to be a community designed for contemporary

living in a green sanctuary, setting a modern life style in a heaven of peace and tranquillity.

- VI. That the respondent confirmed the booking of the unit vide allotment letter dated 18.08.2010, to the original allottee i.e. Sunil Soni and Taruna Soni providing the details of the project, confirming the booking of the unit dated 16.05.2010, allotting a unit no. Unit PTT-08-0201 measuring 2100 Sq. Ft in the aforesaid project of the developer for total sale consideration of Rs. 1,31,74,800/- along with car parking and other specifications of the allotted unit and providing the time frame.
- VII. That complainant has bought specifically the captioned unit, premier terraces because this apartment is overlooking golf course range. This was very clearly seen as per the brochure annexed alongwith the complaint.
- VIII. That a buyer's agreement was executed between the complainants and respondent on 15.07.2010. As per annexure of the buyer's agreement the sale price of the said apartment shall be Rs. 1,31,74,800/-. That would include the basic sale price, EDC, IDC, Preferential location charges and exclusive right to use the dedicated car parking. Clauses of the agreement were non-negotiable, extremely one sided and prejudicial to the interests of the flat owners who had no say whatsoever in finalizing the terms and conditions of the sale. That the review of the buyer's agreement was also not permitted. Any complaint and questions on the amendment and changes to any of the Agreements, if the Complainants voiced their concerns on the Buyer's Agreement not being just, fair and equitable, were also not entertained. Only clerical or administrative changes were allowed in certain cases. If the Buyer's did not want to proceed due to the unfair agreement, O.P. threatened to forfeit the booking deposit, which did not specify that it was not refundable. The buyers were 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 that is an 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.

- IX. As per clause 14(a) of the buyer's agreement the respondent had to deliver the possession of the unit by 14.06.2014. Therefore, due date of possession comes out to be 14.06.2014. That the original allottee i.e. Sunil Soni and Taruna Soni subsequently transfer the allotment of the said unit in favour of the complainant and same was duly endorsed by the respondent vide nomination letter dated 21.11.2018.
- X. Further, the complainants having dream of its own residential unit in NCR signed the agreement in the hope that the unit will be delivered on or before by 2014. The complainants were also handed over one detailed payment plan which was construction linked plan. it is unfortunate that the dream of owning a unit of the complainants was shattered due to dishonest, unethical attitude of the respondents.
- XI. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainants 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 RERA, 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.
- XII. That in terms of clause 14(a) of the said buyer's agreement, respondent was under dutiful obligation to complete the construction and to offer the possession on or before 2014. that complainants approached in person to know the fate of the construction and offer of possession in terms of the said buyer's agreement, respondent misrepresented to complainants that the construction will get completed soon.
- XIII. The respondent despite having made multiple tall representations to the complainants, 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.

- XIV. The respondents have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, bba and the different advertisements released from time to time.
- XV. That the originally the conveyance deed was registered in favour of the complainants to present complaint alongwith Ankit Jain. It is most respectfully submitted that the said Ankit Jain has relinquished all his rights in the said unit vide relinquishment deed dated 30.09.2022 in favour of Rajiv Jain.
- XVI. That Mrs. Sneh Lata Jain W/o Sh. Subhash Jain passed away on 20.11.2019 leaving behind two sons Rajiv Jain and Ankit Jain. A Copy of the legal heir certificate is annexed herewith. Hence, Mrs. Sneh Lata Jain Through Rajiv Jain S/o Sh. Subhash Jain, being the legal heir of the deceased Mrs. Sneh Lata Jain.
- XVII. It is abundantly clear that the respondents have played a fraud upon the complainants and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafidely failed to implement the bba executed with the complainants. hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- XVIII. The complainants have suffered a loss and damage in as much as they had deposited the money in the hope of getting the said unit for residential purposes. They have not only been deprived of the timely possession of the said unit but the prospective return they could have got if they 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 BBA.
- XIX. The complainants after many requests and emails; received the offer of possession on 14.03.2019.
- XX. 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 agreement.

- XXI. 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 complainants as per the agreement, by the complainants and hence the offer of possession.
- XXII. That it has been held by the Honourable 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 asking for charges as elaborated above, 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.
- XXIII. That the complainants sent various reminder to respondents stating and raising various grievance with respect to delayed possession charges, air conditioners, grid power supply, car parking, solar panels, golf range, palm drive condominium association and HVAT. Furthermore, stating that solar panels has been installed in phase-1 of the project not in the tower of the complainants, as per the agreed terms of the booking and name of the project itself indicates that there will be golf range but till date respondents have failed to provide the same. Thereafter, various reminder emails and letters were sent to the respondents on the above mentioned issues but till date respondent failed to provide any satisfactory response to the complainants.
- XXIV. That the complainants 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 dated 19.09.2019. while this sale deed acknowledges that the complainants 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 complainants for the huge delay in

handing over the Flat and project. The complainants were not given any opportunity to negotiate the terms of the said sale deed.

- XXV. That the complainants are getting depressed because everyone is aware that golf view apartments are premium apartments and the complainants intend to stay within the amid of greens. Their dreams are getting shattered as respondent builder is not giving the Golf course at the specific location which was earmarked for the golf course. The complainants request the competent authorities to make sure that Emaar give golf course at the same location. It is pertinent to mention here that the complainants are filing present complaint not for any compensation or monetary gain, they are filling the case to have golf course at the same location where they have mentioned, even if we google palm drive plans, it comes with golf course range view.
- XXVI. That in the present project respondent specifically charged extra with purpose to charge the premium and specifically on account of golf range view at the designated location which was shown to the complainants at time of booking and also shown in the brochure. The same has been paid by the complainants in timely manner but till date respondent failed to provide the same to the complainants even after the repeated reminders and requests.
- XXVII. That it is demonstrably evident that O.P. has with clear deliberation and intent designed their approach and legal documents to escape full liability. A ploy where all the wrongs are hidden and subjugated to be silenced by forcing every flat owner to sign unconscionable agreements and one sided documents. This is a pre-determined orchestrated intention to deprive the residents and flat owners. There is absolutely no doubt that delays, broken promises and deficiency of services has occurred. The calculated approach of O.P. in order to escape liability is unreasonable and unjust. Each and every document and reliance of the terms of O.P. is evident of the evasion of the liabilities. Further till date, the project is still incomplete and the complainants have endured the same for over years and counting. This attempt to orchestra an escape of any liability at all is unjust. Further with the one-sided approach that O.P must only deliver the certain features of the project and not the full

- promised works and full completed project completion on time must be subjugated. The complainants moving into a flat cannot discount the amenities, facilities, features and promised works have not been delivered properly till date and what they have duly paid large amount of consideration for. The delay is for total delivery not individual itemised moving parts and workings. The consideration paid by the complaints was for project completion that till date is pending.
- XXVIII. That the complainants believe that completion certificate, grant of which is mandatory for every residential project is yet to be granted to o.p. in respect of the palm drive. This demonstrates that delay is occurring and alive till date for the complainants in the Palm Drive. The construction within the project is still ongoing and the main primary feature still underway. The said delay and failure to declare and obtain the Completion Certificate indicates that the project is well behind the scheduled date of completion.
- XXIX. It is pertinent to note that the complainants were enticed to book the said project at a much higher price than the market price only for the reason that the project of o.p., was supposed to have large green landscapes by way of a golf driving range at a designated location along with putting greens consisting of seating areas for the players, which the complainants could enjoy along with all other amenities. The O.P. boasted of building a golf driving range at a designated location and gained a premium from the market in excess of a minimum of rs. 1500 per sq. ft and / or 30% premium. The complainants agreed to purchase such an expensive property primarily because of the golf driving range and large green areas around the same. It is submitted that the Golf driving range has not been delivered till date i.e. after more than years from the stipulated time of delivery. golf is respected to be a prestigious and affluent sport. The appeal to the same is of exclusivity and superior facilities. The golf driving range at the designated location encompassed a large green area and a dominant feature in the palm drive. from an owner's standpoint, the same covered a significant area of around and above 35% of the total area of the project. The name of the project taking its cue from the same with the driving range being the focal feature of The Palm "Drive". A true discomfort for complainants who

have paid significant premium is that their project is without the main feature of its designation. The Palm Drive is till date regarded and known as the same, a project without its main feature. Complainants felt cheated, traumatized and also looked down upon for living in a project that promised something which is not delivered till date.

XXX. It is submitted that more than a year back, only 60% of the boundary wall had been built when the project was proposed to be delivered by 2010. It is submitted that the valuation and status of Palm Drive is considerably low without the Golf Driving Range at the designated location. The Complainants have suffered huge losses and deserve to be compensated for the same. Moreover, the residents have not been able to offer the same to their guests. complainants have been following up and writing emails regularly as well as continuously asking about the status of the golf driving range but o.p. has no definite answers. a theme constant that o.p is never at fault. The failure to deliver an integral feature of the project demonstrates that delay and mental agony continue to be alive and present till date. Complainants are recollecting and remembered the horrors they faced in getting their flats. It has also come to light recently that the very acquisition of the land which was to be used for building the Golf Driving Range is in question. Apparently according to O.P. the land acquisition proceedings are pending before the Punjab and Haryana High Court which has stayed the use and possession of the said land. Thus, no construction can be commenced on the said disputed land until the matter is resolved. It is pertinent to note that O.P. promised the building of the Golf Driving Range in 2008 itself without getting proper possession and title of the land. Moreover, O.P. kept giving false hopes to the buyers misrepresenting the status of the golf driving range, knowing well, since the institution of the proceedings that they may not be able to build it at all. this clearly amounts to deficiency in services and false promises for penal action to be taken against the respondent and for which the complainants should be compensated adequately.

XXXI. It is pertinent to note that no negotiations were permitted in relation to the buyer's agreement. The complainants 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 that is an 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.

**C. Relief sought by the complainant**

4. The complainant has sought following relief(s).
  - a) Direct the respondent to deliver the Golf Driving Range at the designated location as promised at the time of booking.
  - b) It is most respectfully prayed that this Authority be pleased to order 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.
  - c) It is most respectfully prayed that this Authority be pleased to order the respondent to pay delay possession charges from the due date of possession till the handing over of possession at prescribed rate of interest on the total amount paid by the complainants.
  - d) It is most respectfully prayed that this Authority be pleased to initiate penal proceedings against the respondent on account of violation of various provisions of the RERA Act, 2016 and for not getting the project registered.
  - e) It is most respectfully prayed that this Authority be pleased to order to set aside the one-sided indemnity bond got signed by the Respondent from the Complainants 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.**

- i. That it is respectfully submitted that the present complaint is not maintainable before this Authority. The complainant has misinterpreted and misconstrued the provisions of the Real Estate Act, 2016 and the Rules made thereunder. The present complaint is liable to be dismissed on this ground alone.

- ii. 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 15.07.2010, conveyance deed dated 19.09.2019 as well as the transfer documents executed by the complainant and previous allottees, as shall be evident from the submissions made in the following paras of the present reply.
- iii. That the initial allottees, Col Sunil Soni and Taruna Soni had approached the respondent sometime in the year 2010 for purchase of an residential unit in its upcoming residential project "Palm Terraces" at the Palm Drive, Sector 66, Gurugram. It is submitted that 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 thereafter the initial allottees vide application form dated 16.05.2010 applied to the respondent for provisional allotment of a unit in the project. The initial allottees, in pursuance of the aforesaid application form, were allotted an independent unit bearing no. PTT-08-0201 located in the said project vide provisional allotment letter dated 18.08.2010. The initial allottees consciously and willfully opted for a construction linked plan, with the first two installments being time bound, for remittance of the sale consideration for the unit in question and further represented to the respondent that they shall remit every installment on time as per the payment schedule. The respondent had no reason to suspect bonafide of the initial allottees. The initial allottees further undertook to be bound by the terms and conditions of the application form. That the Buyer's Agreement dated 15.07.2010 was willingly and consciously executed by the initial allottees.

- v. That the initial allottees were extremely irregular in payment of sale consideration as per the applicable payment plan and delayed payment on numerous occasions. Consequently, the respondent was constrained to issue reminders and demand notices calling upon the initial allottees to clear their outstanding dues.
- vi. That the initial allottees and Sneh Lata Jain, Ankit Jain and the complainant had approached the respondent and requested that the allotment be transferred in favour of Sneh Lata Jain, Ankit Jain and the complainant. Upon execution of various transfer documents by the initial allottees as well as by Sneh Lata Jain, Ankit Jain and the complainant, the unit was transferred in favour of Sneh Lata Jain, Ankit Jain and the complainant on 21.11.2018. Copies of the Joint request letter dated 22.10.2018, transfer document no 15 whereby, inter alia, Sneh Lata Jain, Ankit Jain and the complainant admitted and acknowledged that the time lines for offering possession was November 2018 and that the buyer's agreement stood amended to that extent, affidavit executed by Sneh Lata Jain, Ankit Jain and the complainant confirming, inter alia, that the time line for offering possession was November 2018 and that the said persons shall not be entitled to any compensation for any delay in offering possession and indemnity cum undertaking executed by Sneh Lata Jain, Ankit Jain and the Complainant.
- vii. That in the meanwhile, the respondent had completed construction of the project and had applied for occupation certificate on 11.01.2018. The respondent had received occupation certificate dated 08.03.2019 from the concerned statutory authority.
- viii. That Sneh Lata Jain, Ankit Jain and the complainant were offered possession of the unit in question through letter of offer of possession dated 14.03.2019 and 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. Sneh Lata Jain, Ankit Jain and the complainant finally took vacant physical possession of the said unit on 14.04.2019.. At the time of taking possession of the unit, Sneh Lata Jain, Ankit Jain and the complainant duly admitted and acknowledged that they were fully

- satisfied with the unit in all respects and did not have any claim of any nature whatsoever against the respondent and that the respondent stood discharged of its obligations under the Buyer's Agreement upon acceptance of possession.
- ix. That although under no obligation to do so, as a gesture of goodwill, the respondent credited an amount of Rs 6,26,548/- as delay payment compensation and also credited an amount of Rs 17,606/- on account of anti profiteering and Rs 24,548/- as early payment rebate.
  - x. That conveyance deed bearing Vasika No 8412 dated 19.09.2019 was registered in favour of Sneh Lata Jain, Ankit Jain and the complainant. It is submitted that after registration of the conveyance deed, the transaction between the respondent and the buyers stands concluded. The complainant does not have any just or legitimate claim in so far as the respondent is concerned. The respondent has duly discharged its obligations under the buyer's agreement. The complainant is estopped from instituting the present false and frivolous complaint and the present complaint is liable to be dismissed with exemplary costs. Institution of the present complaint is nothing but a gross misuse of process of law by the complainant and is nothing but an afterthought and an attempt to harass and extort more money from the respondent on frivolous and baseless pretexts.
  - xi. 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. It is submitted that the respondent has duly fulfilled its contractual obligations under the buyer's agreement and therefore the institution of the present false and frivolous complaint is absolutely unjustified and unwarranted. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.
6. 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**

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. 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**

9. 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.*

10. 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 complainant at a later stage.

**F. Findings on the relief sought by the complainant.**

**F.I Direct the respondent to deliver the Golf Driving Range at the designated location as promised at the time of booking.**

**F.II It is most respectfully prayed that this Authority be pleased to order 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.**

**F.III It is most respectfully prayed that this Authority be pleased to order the respondent to pay delay possession charges from the due date of possession till the handing over of possession at prescribed rate of interest on the total amount paid by the complainants.**

**F.IV It is most respectfully prayed that this Authority be pleased to initiate penal proceedings against the respondent on account of violation of various provisions of the RERA Act,2016 and for not getting the project registered.**

**F.V It is most respectfully prayed that this Authority be pleased to order to set aside the one-sided indemnity bond got signed by the respondent from the complainants under undue influence.**

11. 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 reliefs.
12. The complainant is seeking delayed possession charges and other reliefs with regard to refund of preferential location charges, holding charges and maintenance charges charged by the respondent. The respondent, on the other hand, has pleaded that the present complaint is barred by limitation as the complainant was offered possession on 14.03.2019 after grant of occupation certificate dated 08.03.2019, and thereafter the conveyance deed was executed on 19.09.2019, thereby concluding the transaction between the complainant and the respondent. It is further pleaded that the complainant has filed the

present complaint on 10.10.2024, i.e., after a lapse of 5 years, 6 months and 26 days (2037 days) from the date of offer of possession. Thus, the claim of the complainant is not maintainable. Both the parties through their respective counsels advanced submissions with regard to the maintainability of the complaint on the ground of limitation.

13. In line with the aforesaid facts and submissions made by the parties and the documents placed on record, the Authority observes that the unit was provisionally allotted to the complainant on 18.08.2010 and a Builder Buyer Agreement was executed on 15.07.2010. Though, as per the agreement, possession of the unit was to be handed over within the stipulated period as provided under Clause 14(a), the same was not offered within the contractual time. Admittedly, possession of the unit was ultimately offered only on 14.03.2019 after grant of occupation certificate dated 08.03.2019, ultimately leading to execution of the conveyance deed on 19.09.2019. Therefore, limitation, if any, for the cause of action would accrue to the complainant w.e.f. 14.03.2019 and not from the date of execution of the conveyance deed.
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 the Real Estate (Regulation and Development) Act, 2016. However, the Authority under Section 38 of the Act of 2016 is to be guided by the principles of natural justice. It is a universally accepted maxim that the law assists those who are vigilant and 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 a litigant to agitate his rights. This Authority is of the view that three years is a reasonable

- time period for a litigant to initiate litigation to press his rights under normal circumstances.
15. It is also observed that the Hon'ble Supreme Court in its order dated 10.01.2022 passed in *MA No. 21 of 2022 in Suo Motu Writ Petition (Civil) No. 3 of 2020* has held that the period from 15.03.2020 to 28.02.2022 shall stand excluded for the purpose of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.
  16. In the present matter, the cause of action arose on 14.03.2019 when possession was offered to the complainant by the respondent. The complainant has filed the present complaint on 10.10.2024, which is 5 years, 6 months and 26 days (2037 days) from the date of accrual of cause of action. Even after granting the benefit of exclusion of limitation for the period from 15.03.2020 to 28.02.2022, the net delay comes to 1321 days, and the reasonable period of three years would expire on 01.03.2023. In view thereof, the Authority is of the view that the present complaint has not been filed within a reasonable time period and is barred by limitation.
  17. 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 the basic principles of jurisprudence are ignored, especially when the complainant has already accepted possession and executed the conveyance deed, thereby availing the benefits arising out of the transaction.
  18. Further, as observed in the landmark judgment of the Hon'ble Supreme Court in *B.L. Sreedhar and Ors. v. K.M. Munireddy and Ors., AIR 2003 SC 578*, it has been held that "law assists those who are vigilant and not

those who sleep over their rights." The law does not assist those who are careless of their rights. In order to claim one's right, one must be watchful of the same.

19. In the light of the above-stated facts and applying the aforesaid principles, the Authority is of the view that the present complaint is not maintainable after such an inordinate and unexplained delay. The procedure of law cannot be allowed to be misused by litigants even in cases where allottees have already availed benefits prior to execution of the conveyance deed. It is a principle of natural justice that nobody's right should be prejudiced for the sake of another's right, particularly when a party has remained dormant for an unreasonable period of time without any just cause. Accordingly, the complaint is dismissed as barred by limitation.
20. Complaint as well as applications, if any, stand disposed off accordingly.
21. Files be consigned to registry.

Dated: 31.10.2025



**Arun Kumar**  
**Chairman**

Haryana Real Estate Regulatory  
Authority, Gurugram