

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

Complaint no. : 2254 of 2025
Date of decision : 12.03.2026

1. Kamal Kishor Vijay Kumar Somani
2. K.V Somani (HUF) through Karta
Resident of: K-1/13, First Floor, behind Terapanth
Bhavan, Model Town-II, Delhi-110009

Complainants

Versus

1. DLF Home Developers Limited (Formerly
known as DLF Commercial Complexes Limited)
2. DLF Limited (Formerly known as DLF Universal
Limited)
Regd. Office: 2nd Floor, Arjun Marg, DLF Shopping
Mall, DLF City, Phase-I DLF QE, Gurgaon

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Sukhbir Yadav (Advocate)
Shri J. K. Dang (Advocate)
None

Complainants
Respondent no.1
Respondent no.2

ORDER

1. The present complaint has been filed by the complainants/allottees 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 to the allottees as per the agreement for sale executed *inter se* them.



A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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	DLF Corporate Greens Gurugram, Sector 74 A, Haryana.
2.	Nature of the project	Commercial
3.	RERA Registered / not registered	Not Registered
4.	Application dated	30.06.2008 (As mentioned in buyer's agreement at page 54 of complaint)
5.	Unit no.	CG4- 1204
6.	Unit admeasuring	1625 sq. ft.
7.	Date of Builder Buyer Agreement	22.12.2010 (Page 51 of complaint)
8.	Possession clause	<p>10.2 Schedule for Possession of the said premises</p> <p><i>The intending seller based on its present plans and estimates and all subject expectations, contemplates to complete construction of the said Building/said premises within period of 36 months from the date of allotment of the said Premises unless there shall be delay or there shall be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 39 or failure of intending allottee to pay the total sale price of the said premises along with other charges and dues in accordance with Schedule of Payments given in Annexure-II...</i></p> <p>(Page 66 of complaint)</p>



9.	Due date of delivery of possession	22.12.2013 (As per possession clause, calculated from date of execution of buyer's agreement in absence of allotment letter)
10.	Total sale consideration	Rs.92,34,449 (As per payment plan at page 67 of complaint)
11.	Total amount paid by the complainant	Rs. 1,01,45,937/- (As stated by the complainants in the facts on page 23 of complaint)
12.	Occupation certificate	19.06.2014
13.	Offer of possession	01.01.2015 (Page 128 of complaint)
14.	Indemnity cum undertaking	08.01.2016 (Page 377 of complaint)

A. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- i. Respondent no. 1 (DLF Home Developers Limited, formerly DLF Commercial Complexes Limited) and respondent no. 2 (DLF Limited, formerly DLF Universal Limited) are jointly and severally liable to the complainants. The space buyer agreement was executed with respondent no. 1, and subsequent correspondence was with respondent no. 2. Notably, DLF Universal Limited was renamed DLF Limited (respondent no. 2) on 27.05.2006, as per the Ministry of Corporate Affairs' certificate of incorporation, which is reflected in the project listing details on the Harera official website.
 - ii. M/s Devinder Gupta & Sons Realtors Pvt Ltd. (through its authorized representative), being an underwriter, applied for the booking of a commercial unit bearing no. DCG4-1704/CGP-4254 situated in the



- project of the respondent party i.e., DLF Corporate Greens, Sector-74A, Gurugram, through an application for allotment by sale dated 30.06.2008.
- iii. In 2010, the complainants received a marketing call from the office of the above-said underwriter i.e., M/s Devinder Gupta and Sons Realtors Pvt Ltd. for booking in a commercial project being developed by the respondent(s) in the name of "DFL Corporate Greens", sector - 74A, Gurugram. Thereafter, the complainant visited the office of the respondent and the project site. The marketing staff of the above-said underwriter, as well as the marketing staff of the respondent, allured the complainants through the lucrative advertisements which were launched by the respondents in relation to the said project. That the said project is a multi-story shopping mall-cum commercial office building. The said project consists of shops, office spaces, an entertainment centre, and other kinds of commercial spaces.
- iv. The complainant, Kamal Kishore Vijay Kumar Somani, a senior citizen, sought a space to establish a small business or self-employment venture to earn a livelihood for himself and his family after his retirement. After visiting the project site of the project, the complainants found a commercial unit in the said project suitable to their requirements.
- v. The complainants, drawn in by the project's enticing advertisements, decided to pursue booking a commercial space tailored to their specific needs, and to gain a deeper understanding of the project, they visited the respondents' office and sales desk. During this interaction, the broker/underwriter and officials representing the respondents made several compelling representations about the project's potential. Notably, they assured the complainants that the office units



would be delivered within a timeframe of 36 months from the date of allotment, a promise that likely played a significant role in the complainants' decision-making process.

- vi. That believing in the representations and assurances of the respondents and the underwriter, the complainants, in March 2010, purchased a commercial unit/office bearing no. DCG4-1704/CGP-4254 in Tower-4 measuring 1621 sq. ft situated in the project of the respondent party i.e., DLF Corporate Greens, Sector-74A, Gurugram from the said underwriter for a total sale consideration of Rs. 92,34,450/- inclusive of BSP, EDC, IDC, and 1 parking under the construction linked payment plan.
- vii. In March 2010, the complainants and the said underwriter/broker submitted affidavits, undertakings, and other necessary documents to the respondents to purchase and transfer unit No. DCG4-1704/CGP-4294, a 1621 sq. ft commercial office in Tower-4 of DLF Corporate Greens, Sector-74A, Gurugram.
- viii. Subsequently, on 22.12.2010, a pre-printed, unilateral, ex-facie, and arbitrary commercial office space buyer's agreement was executed inter-se the respondent no. 1 and the complainants. As per the said agreement, the total consideration for the complainant's unit was Rs. 92,34,450/-. Notably, the builder-buyer agreement was a standardized, non-negotiable document, and the respondents refused to entertain any alterations or modifications. When the complainants requested changes to one-sided terms favouring the respondents, they were told that signing the agreement as-it was mandatory; otherwise, the allotment would be cancelled, and earnest money would be forfeited. Further, according to the possession clause of the said BBA i.e., clause 10, the respondent has to give



possession of the said unit within 36 months from the date of the allotment. It is germane to mention here that the application for allotment was submitted on 30.06.2008, therefore, the due date of possession as per BBA was on or before 30.06.2011. Meanwhile, the authorized representative of Devinder Gupta and Sons Realtors Pvt Ltd, Mr. Gaurav Dhawan, sent a request to the respondents to transfer the unit to the complainants' name and update the records accordingly.

- ix. The respondent acknowledged the underwriter's request and confirmed the nomination of the unit in favor of the complainants, effectively substituting the complainants' names in place of the underwriter, thereby completing the purchase of the unit.
- x. The complainants continued to pay the demands as and when raised by the Respondents and have paid a substantial sum of Rs. 1,01,45,937/- as per the payment receipts issued by the respondent party and customer ledger. The payment details are being produced below for your ready reference:

S. No.	Payment Date	Amount
1	26.03.2010	750000
2	07.04.2010	750000
3	12.05.2010	700000
4	10.06.2010	1700000
5	10.06.2010	300000
6	03.01.2011	25000
7	13.04.2011	473000
8	10.10.2011	473016
9	20.12.2011	183173
10	28.12.2011	148406
11	20.01.2012	500000
12	13.06.2012	447192
13	24.08.2012	459255
14	21.11.2012	475246
15	21.01.2014	477721
16	28.02.2014	478426
17	11.01.2016	986002
18	11.01.2016	819500
Total		1,01,45,937



Notably, the respondent acknowledged receiving Rs. 95,58,293/- exceeding 100% of the agreed consideration, as confirmed in the customer ledger dated 15.01.2015. However, despite the complainants' repeated requests, the respondents neglected to furnish an updated customer ledger, raising concerns about transparency and accountability in their financial dealings.

- xi. The complainants diligently paid regular instalments for the commercial unit as demanded by the respondents. However, despite receiving substantial payments, the respondents failed to deliver possession of the unit. This delay forced the complainants to arrange alternative space for their small business, causing significant hardship and disrupting their livelihood due to the respondent's unfulfilled promises.
- xii. In 2015, the complainant (Kamal Kishore Vijay Kumar Somani) personally visited the project site and was dismayed to find that construction was progressing at a sluggish pace. Despite his genuine concerns and repeated inquiries about the delay in construction and possession of the unit, the respondents' officials consistently disregarded his grievances. Instead, they offered vague and unsubstantiated assurances that possession would be handed over 'soon,' a term that lacked any specific timeline or commitment. As a result, the promised possession dates repeatedly passed without fulfilment, leaving the complainants uncertain and insecure about the status of their unit.
- xiii. That after the promised possession date passed, the complainants grew increasingly anxious and began to lose hope of receiving their unit. The lack of space severely impacted their business operations, causing significant disruptions. Notably, the complainant had

invested their life savings in the unit, relying heavily on its timely possession. However, the respondents' failure to deliver possession and complete the project within the promised timeframe constitutes a clear deficiency in service. It is noteworthy that the respondent's inability to fulfill their commitments has caused substantial distress and financial hardship for the complainants. It is not incorrect to mention here that the respondent parties have been deficient in rendering the services as promised by the respondents.

- xiv. The complainants made persistent efforts to secure possession of their unit, including multiple phone calls and visits to the project site and sales office, but all went in vain. Despite these attempts, they received no satisfactory response. That the respondents have caused an inordinate and extraordinary delay in initiating and constructing the planned milestone of its project. The complainants made repeated efforts to get some information about their unit and possession of the same, however, the complainants never got any satisfactory reply from the respondents, and the respondents kept on lingering on the matter on one pretext or the other.
- xv. After a long follow-up and struggle, finally after 7 years, the respondents issued an offer of possession letter on 01.01.2015 with respect to the complainants' commercial unit. It is germane to highlight here that in the said offer of possession, the respondents increased the super area of the complainant's unit from 1621 Sq. Ft. to 1639 sq. ft. without any intimation and prior consent of the complainants. That the respondent party has levied various unreasonable charges in the said offer of possession which are not appropriate charges such as Service Tax and other charges on account of increased area. Moreover, the demand of Rs. 1,78,052/-

under the head Other Costs and Rs. 86,801/- under contingency Deposit is against the agreed terms of BBA. Furthermore, it is crucial to highlight here that the said offer of possession is illegal, invalid, and not in accordance with law since the respondent party has issued the said offer of possession in violation of the direction issued in the show cause notice dated, hence the same is not tenable in the eyes of law. Moreover, the respondent's project lacks registration with the Haryana Real Estate Regulatory Authority (Haryana RERA), further compromising transparency and accountability. Compounding this issue, the respondent issued an offer of possession without obtaining the necessary occupancy certificate, rendering the offer invalid and premature. Furthermore, the respondents have issued possession offers to other allottees in tower-3, while concealing crucial facts from them. Notably, the respondent claims to have obtained the occupancy certificate on 19.06.2014. However, this certificate was subsequently put on hold by the competent authority through a show cause notice dated 17.12.2014. The Directorate of Town and Country Planning (DTCP) directed the respondent to refrain from offering possession until all conditions were met. This development undermines the respondent's claim of having obtained the necessary occupancy certificate, raising questions about the legitimacy of the offer of possession letters.

- xvi. The respondents demanded that the complainants sign an indemnity-cum-undertaking as a condition for taking possession of their unit. Notably, the complainants, who had been waiting for possession, were coerced into signing this one-sided and arbitrary document under compelling circumstances, relying on the respondents' false assurances. Furthermore, on 02.02.2016, the



- respondents sent a letter asking the complainant to remit payments to facilitate the issuance of a possession letter for their unit. However, this request is unjustified since the respondents had not obtained the necessary occupancy certificate at that time. This letter appears to be an attempt to extort money from the complainants. Furthermore, the respondents followed up with another letter on 20.05.2016, demanding payment of registration charges for the conveyance deed of the unit, despite not having delivered the unit to the complainants.
- xvii. The complainants sent a response letter on 21.01.2015, addressing the offer of possession letter issued by the respondents on 01.01.2015. In their letter, the complainants raised concerns and sought clarification regarding various demands made by the respondents. Specifically, they questioned the charges related to other costs and contingent deposits, as well as the stamp duty charges. Furthermore, the complainants highlighted that the registration of the property seemed impossible due to the hold on the offer of possession by the DTCP (Directorate of Town and Country Planning). This hold created uncertainty and obstacles in completing the registration process, which the complainants brought to the respondents' attention. The respondent party responded to the complainants' letter dated 21.01.2015, with a letter of their own on 15.03.2015. However, upon reviewing the response, the complainants found it to be confusing, unclear, or incomprehensible. The content of the letter was apparently beyond the complainants' intellectual grasp or understanding, leaving them without clarity on the matters they had raised.
- xviii. Since January 2011, the complainants have made repeated attempts to obtain physical possession of their unit, visiting the project site and

the respondent's office numerous times. Unfortunately, these efforts were unsuccessful due to the respondent's failure to complete the project on schedule. From 2016 onwards, the complainants have continued to pursue possession through phone calls and personal visits, but the respondent has not provided a complete offer of possession or physical possession. Despite multiple interactions, the complainant has been met with unsatisfactory responses, particularly regarding unjustified demands and unexplained increases in the unit area, resulting in significant mental distress and harassment.

- xix. Being aggrieved by the above-mentioned acts and misconduct of the respondent, the complainant filed a consumer complaint bearing no. 871 of 2019 before the Hon'ble National Commission Disputes Redressal Commission (hereinafter referred to as NCDRC in short) against the respondent. Due to long pendency of the complaint, the complainants decided to withdraw the complaint qua their claim and decided to file a complaint before this Hon'ble Authority. However, the complainants filed an application for the withdrawal of the said complainant i.e., 871 of 2019 so that the complainants can file the complaint before this Hon'ble Authority. Thereafter, on 07.02.2024, the Hon'ble NCDRC dismissed the said complaint as withdrawn with liberty to pursue the remedy under the Law.
- xx. Since February 2015, a group of allottees from the same project, through the Corporate Greens Buyer Association, has been persistently following up with the respondents regarding the possession of their units. Notably, the respondents had offered possession to nearly all allottees of the Corporate Green project within the first three months of 2015. However, this offer was made

despite the Directorate of Town and Country Planning (DTCP) having a hold on possession. The respondents' acknowledgment of this hold is evident in their email correspondence with the allottees. For instance, emails dated 01.04.2015, and 08.04.2015, confirm that the respondents were aware of the DTCP's hold and its implications on possession. Despite this, the respondents continued to interact with the allottees, indicating a complex situation regarding project completion and possession.

- xxi. The complainant, Kamal Kishor Vijay Kumar Somani, has been diligently following up with the respondents since early 2016 through emails, seeking clarity on the physical possession and registration of their property. Despite his persistent efforts, the complainant has not achieved the desired outcome, indicating a lack of progress or resolution on the part of the respondents. This ongoing pursuit highlights the complainant's efforts to obtain possession and registration of the property, which remains unresolved. Disappointed with the respondents' silence and misconduct, the complainants filed a criminal police complaint at the Badshahpur Police Station in Gurugram, detailing their sufferings and grievances. Unfortunately, this action did not yield the desired outcome, leaving the complainants still seeking redress.
- xxii. The complainants repeatedly contacted the respondent through phone calls and office visits, requesting project completion as per specifications and amenities outlined in the space buyer agreement (SBA). They also sought justification for the area increase and unjustified demands. However, the respondents have failed to deliver possession, and the unit remains unready for occupation.



- Furthermore, the respondent has not offered a legitimate offer of possession, rendering possession impossible.
- xxiii. The respondents' actions demonstrate a clear pattern of misconduct, marked by delays, concealment of facts, and unjustified demands. The complainants have suffered significant financial and emotional distress due to the respondents' failure to deliver the unit on time, provide possession, and adhere to regulatory requirements. The respondents' claims of having obtained necessary certificates have been undermined by subsequent developments, revealing a lack of transparency and accountability. The complainants' plight highlights the need for accountability and strict adherence to regulatory norms in the real estate sector.
- xxiv. It has been more than 15 years from the date of booking, and even though the construction of the towers is not completed, it clearly shows the negligence of the builder. As per project site conditions, it seems that the project would further take more than a year to complete in all respects, subject to the willingness of the respondents to complete the project. It is pertinent to mention here that the project's completion certificate has not yet been received.
- xxv. The cause of action for the present complaint arose in May 2010, when one-sided terms and conditions of the BBA were forced upon the complainant. The cause of action further arose in Jan 2011, when the respondent party failed to hand over the possession of the flat as per the buyer agreement. The cause of action again arose on various occasions, including on a) July 2012; b) Jan 2014; c) Jan 2015 d) December 2015, f) Aug 2016, g) Dec 2023, and on many times to date, when the protests were lodged with the respondent party about its failure to deliver the project and the assurances were given by it that



the possession would be delivered by a certain time. The cause of action is alive and continuing and will continue to subsist till this Hon'ble Authority restrains the respondents by an order of injunction and/or passes the necessary orders.

- xxvi. The complainants do not wish to withdraw from the project. The promoters have not fulfilled their obligation; therefore, as per obligations on the promoter under section 18(1) proviso, the promoter is obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.

B. Relief sought by the complainants: -

4. The complainant has sought following relief(s):
- a. Direct the respondent to handover the physical possession of the commercial unit/office space complete with all amenities as per the terms of BBA.
 - b. Direct the respondent to pay delayed possession interest at the prescribed rate from the due date of possession till the actual date of possession (complete in all respects with all amenities).
 - c. Direct the respondents to provide area calculations (carpet area, loading & super area).
 - d. Direct the respondent to execute and get the conveyance deed registered in the name of complainants in respect of the unit/office space.
 - e. Direct the respondents to issue a fresh offer of possession after refraining the respondent from charging Rs. 178052/- under the head other costs and Rs. 86,801/- under contingency Deposit. Justification: These charges are illegal and not the part of cost of the unit and there is no valid offer of possession after receipt of OC.



- f. Restrain the respondents from asking indemnity/undertaking for possession of the flat (as language/contents of undertaking indemnity/undertaking format are contrary to law and against the principle of natural justice. Also, the undertaking already signed by the complainants under compelling circumstances be declared null and void.
 - g. Initiate proceedings against the respondents under section 59 of the Act, for non - registration of the project, as the OC of the project for tower-3A was obtained after coming into force of RERA/HARERA.
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.
- C. Reply by the respondent:**
6. The respondent no. 1 has contested the complaint on the following grounds.
 - i. The present complaint is not maintainable in law or on facts. The provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') are not applicable to the apartment in question. The application for issuance of occupation certificate in respect of the project in question was made on 24.01.2014 i.e., well before the notification of the Haryana Real Estate Regulation and Development Rules 2017 (hereinafter referred to as the 'Rules'). The occupation certificate in respect of the project was issued by the Competent Authority on 19.06.2014. Thus, the project in question is not an 'ongoing project' under Rule 2(1)(o) of the Rules. This Hon'ble Authority does not have the jurisdiction to



- entertain and decide the present complaint. The present complaint is liable to be dismissed on this ground alone.
- ii. Respondent no.1 is a reputed and renowned real estate developer, enjoying an impeccable reputation in the real estate industry for the disciplined and time bound execution of projects undertaken by it. The projects implemented and executed by respondent no.1 are considered to be architectural landmarks. respondent no.1, to a considerable extent can be legitimately credited for positioning Gurugram as the "Millennium City".
 - iii. Respondent no.1 has developed a commercial complex known as DLF Corporate Greens, situated in Sector 74A, Gurugram, in accordance with permissions, approvals and sanctions from the competent authorities. Licence no.51 of 2008 has been renewed upto 18.03.2030.
 - iv. The license referred to hereinabove was granted in favour of M/s Apramey Infrastructure Private Limited, M/s Shramika Buildcon Private Limited, M/s Lakshya Buildtek Private Limited, M/s Shivsagar Builders Private Limited, Mr. Rajinder Singh Cheema, Mrs. Jaspal Cheema, Mr. B.S. Mathur, Mr. B.S. Mathur(HUF), Mrs. Santosh Mathur, Mr. Sanjeev Jain (HUF), Mr. Rajeev Jain (HUF), Mr. Girish Jain, Mr. Pawan Duggal, M/s Garv Developers Private Limited and M/s Dae Real Estates Private Limited (hereinafter collectively referred to as "the Land Owning Persons"). Furthermore, DLF Retail Developers Limited (hereinafter referred to as 'DRDL') has entered into collaboration/ Development Agreements with the Land-Owning Persons whereby DRDL had been authorized to construct, develop and market various commercial building(s) on the Plot of Land subject matter of the license referred to above, at its own costs, in

- accordance with the permitted land uses and sanctions and clearances from the competent authorities.
- v. That DRDL had entered into an agreement with M/s DLF Commercial Complexes Ltd. to sell the development rights derived from the Land Owning persons to M/s DLF Commercial Complexes Ltd including the rights to market, sell, transfer, convey the retail/office/entertainment centre/parking spaces(s)/other commercial space(s) in the multi-storeyed buildings that was to be constructed on the said Plot of Land, collect advances, receive sale consideration and act on all incidental issues/matters relating thereto.
- vi. The present complaint is barred by limitation. Respondent no.1 had sent letter dated 27th of June 2014 whereby it was intimated to the complainants that occupation certificate in respect of DLF Corporate Greens had been issued by the competent authorities on 19th of June 2014. It is the admitted case of the complainants that physical possession of the commercial unit/office had been offered by respondent no.1 to the complainants vide letter dated 01.01.2015. Instead of obtaining possession, the complainants chose to ignore the aforesaid offer of possession and addressed frivolous correspondence.
- vii. The complainants instead of making the outstanding payments proceeded to demand compensation and further, unscrupulously and deceitfully sought to delay the payment of stamp duty, registration charges and interest-bearing maintenance security in respect of the office space subject matter of the present complaint on absolutely erroneous and specious grounds. The limitation period for challenging the offer of delivery of physical possession as invalid has

- expired long ago. The complaint is liable to be dismissed on this ground alone.
- viii. The complainants had previously approached NCDRC seeking a refund of the entire amount paid and hence, they are now estopped from seeking the relief of the specific performance of builder buyer's agreement on 22.12.2010. Moreover, the complainants are indulging in forum hunting. The complaint is liable to be dismissed on this ground as well.
- ix. That vide letter dated 01.07.2010 the complainants were informed that M/s DLF Commercial Complexes Ltd had been amalgamated with DLF Retail Developers Limited. Furthermore, vide letter dated 30.08.2010, it was conveyed to the complainants that the name of DLF Retail Developers Ltd stood changed to DLF Universal Ltd. Thereafter, the real estate business of M/s DLF Universal Ltd. has merged/amalgamated into M/s DLF Home Developers Ltd (respondent no.1) vide order dated 29.03.2016 of the Hon'ble High Court of Punjab and Haryana. Since the complainants have failed to implead the land-owning persons as parties to the present complaint, therefore the complaint is bad for non-joinder and misjoinder of necessary parties. The complaint is liable to be dismissed on this ground alone.
- x. That respondent no.1 had sent to the complainants a letter dated 23.11.2010 enclosing two copies of the space buyer's agreement (hereinafter referred to as "the agreement") therewith. Respondent no.1 had requested the complainants to affix their signatures and photographs on the specified places in the agreement and return both copies to respondent no.1 within 10 days from the date of the aforesaid letter. Eventually, the complainants had executed the



builder buyer's agreement on 22.12.2010. The entire version of the complainants that the agreement contained one-sided terms that no opportunity was given to the complainants to examine the covenants incorporated in the agreement or that they had proceeded to execute the agreement under pressure is completely false. It is wrong that it had been communicated to the complainants by the officials of respondent no.1 that in case any clause of the builder buyer's agreement was not acceptable to the complainants, in that event the allotment made in favour of the complainants in respect of said unit will be cancelled, and the earnest money component would be forfeited.

- xi. It is a matter of record that as per clause 1.1 of the agreement, the total sale consideration in respect of said unit had been settled at Rs.92,34,450/-. Even in the schedule of payments supplied to the complainants by respondent no.1, the total sale consideration in respect of said unit had been mentioned to be Rs.92,34,450/-, wherein the maintenance security amount of Rs.8,10,500/- was also included in the schedule of payments. However, it is pertinent to mention here that the maintenance security amount was paid to the Condominium Association and therefore, the same is not part of sale consideration. However, an amount of Rs.91,86,186/- had been paid to respondent no.1 wherein IBMS (Interest Bearing Maintenance Security) of Rs.8,19,500/- has been paid to Corporate Greens Condominium Association.
- xii. That after dispatch of letter dated 01.01.2015 by respondent no.1 to the complainants, respondent no.1 issued letter dated 08.01.2015 calling upon the complainants to make the complete balance payment and complete the paperwork to take over the physical



possession of the said unit. Subsequently, the complainants had issued a false, frivolous and vexatious letter dated 21.01.2015 whereby the complainants had illegally demanded compensation at the rate of Rs.25/- per square feet per month. The aforesaid letter was duly responded to by respondent no.1 on 15.03.2015.

- xiii. Thereafter, letter dated 16.05.2015 had been issued by the complainants to respondent no.1 informing of the change in the address of the customer services office of respondent no.1. Subsequently, respondent no.1 was constrained to issue reminder letters dated 24.07.2015, 17.09.2015 and 10.12.2015 to the complainants calling upon the complainants to make the balance payment and complete the documentation formalities with respect to handing over of possession of the said unit to the complainants by respondent no.1.
- xiv. Eventually, the complainants made the balance payment and also executed indemnity cum undertaking dated 08.01.2016. The aforesaid indemnity cum undertaking had been voluntarily and consciously executed by the complainants in respect of the said unit. It was also admitted and acknowledged by the complainants in the said Indemnity cum Undertaking that all payments had been made by them strictly in conformity with terms and conditions of the agreement and that they had no claim of any nature against respondent no.1, including but not limited to timely payment rebate, early payment rebate and compensation for delayed possession.
- xv. Ultimately, letter dated 02.02.2016 had been issued by respondent no.1 to the complainants calling upon the complainants to come forward to take possession of the said unit. It had been duly mentioned in the aforesaid letter that the same was valid only up to

29.02.2016 after which penalties/holding charges would be applicable in terms of buyer's agreement in case physical possession of the said unit was not taken by the complainants. Even thereafter, the complainants refused to come forward to obtain physical possession of the said unit from respondent no.1. No lapse or delay with regard to delivery of physical possession can be attributed to respondent no.1.

- xvi. That email dated 27.02.2016 had been sent by the complainants to respondent no.1 wherein complainant no.1 had thanked respondent no.1 for "*smooth handing over of the property DGC4-1704*" to him. In fact, no objections had been raised by complainant no.1 in the aforesaid email to any of the charges demanded by respondent no.1. The complainant no.1 had also mentioned in the aforesaid email that his address had changed. In reply, respondent no.1 had issued letter dated 29.02.2016 to the complainants acknowledging the updated address. It would not be out of place to mention that till date, physical possession of the said unit has not been taken by the complainants.
- xvii. Respondent no.1 had issued letter dated 20.05.2016 to the complainants. By way of the aforesaid letter, respondent no.1 had provided two options to the complainants to make payment of registration charges for execution of the conveyance deed. However, the complainants failed to respond to the aforesaid letter and indicate their preferred choice. Ultimately, letter dated 22.08.2016 was issued by respondent no.1 to the complainants refunding the stamp duty and registration charges to the complainants. It is evident that respondent no.1 had always been extremely fair to all its allottees including the complainants.



- xviii. Interestingly, the complainants replied to the aforesaid letter dated 22.08.2016 by way of letter dated 27.09.2016. The complainants had requested respondent no.1 to issue the cheque towards refund of stamp duty and registration charges in the name of complainant no.1. Accordingly, respondent no.1 had issued another cheque dated 18.10.2016 to the complainants. Since the very inception, respondent no.1 has been extremely cooperative with the complainants.
- xix. A small group of allottees including the complainants had been regularly blackmailing respondent no.1 with the intention that respondent no.1 has given into their illegal and frivolous demands. It is denied that the offer of possession was made by respondent no.1 despite the alleged "*hold on possession*" by the Directorate of Town and Country Planning, Haryana, Chandigarh.
- xx. The said project had been completed in the year 2014 and occupation certificate dated 19.06.2014 had been granted to respondent no.1.
7. The Authority issued a notice dated 09.10.2024 to the respondent no.2 by speed post and also on the given email address at kvsomani25@gmail.com , and corporateaffairs@dlf.in for filing of reply and putting up appearance on the date fixed for hearing. The delivery reports have been placed in the file. Despite given ample opportunities the counsel for the respondent no.2 did not file any reply to the complaint within the stipulated period. Accordingly, the Authority was left with no other option but to struck off the defence of the respondent no.2 and proceed ex-parte and decide the complaint on the basis of documents and pleadings filed by the complainant and respondent no.1 which are not disputed.
8. 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.

D. Jurisdiction of the Authority

9. The respondent no.1 took contention that this Authority has no jurisdiction to adjudicate upon the present matter. 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

10. 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

11. 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.

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

E. Findings on the relief sought by the complainants

E. 1 Direct the respondent to handover the physical possession of the unit no. GF-38 to the complainant with immediate effect.

13. The complainants were allotted a unit in the project of respondent "DLF Corporate Greens" situated at Sector-74A, Gurugram for a total sale consideration of Rs.92,34,449/-. The buyer's agreement was executed on 22.12.2010 between the parties and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs. 1,01,45,937/- in respect of unit no. CG4-1204 admeasuring approximately 1625 sq. ft. The respondent has placed on record the occupation certificate dated 19.06.2014 issued by the competent authority and the offer of possession letter dated 01.01.2015.
14. The complainants, on the other hand, have contended that the offer of possession was not valid and that certain charges were unjustified. However, the record reflects that the occupation certificate had been obtained prior to issuance of the offer of possession and subsequent correspondence also indicates that the respondent had called upon the complainants to complete documentation and take over possession. It is further noted that the complainants executed an indemnity-cum-undertaking dated 08.01.2016 and certain payments were made thereafter.
15. Since the complainants have specifically stated that they do not wish to withdraw from the project and seek possession of the unit, and

there being no material on record to show that the project lacks the requisite occupation approval as occupation certificate having been issued in the year 2014.

16. Accordingly, the respondent shall hand over physical possession of unit no. CG4-1204 to the complainants, if not already handed over, within a period of 60 days from the date of this order, ensuring that such possession is complete in all respects and in accordance with the terms and conditions of the builder buyer agreement subject to the complainants completing all requisite documentation and payment of any legally due and payable outstanding amount strictly in terms of the builder buyer agreement dated 22.12.2010.

E.II Direct the respondent to pay delayed possession interest at the prescribed rate from the due date of possession till the actual date of possession (complete in all respects with all amenities).

17. In the instant case instant case, the complainant wishes to continue with the project and is seeking delayed possession charges as provided under the proviso to sec 18(1) of the Act. Sec 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

*...
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

18. On consideration of the documents available on record, the Authority observes that it is admitted fact that the possession of the subject unit was offered to the complainant on 01.01.2015 and the present complaint has been filed by complainant on 22.05.2025, which is beyond the period of limitation of 3 years.



19. There has been complete inaction on the part of the complainant for a period of 11 years till the present complaint was filed. The complainant remained dormant of their rights for more than 10 years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. 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 the principle 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.
20. Further, as observed in the landmark case i.e. **B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]**, the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights*" Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.
21. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein



seeking delay interest on total amount paid, is not maintainable after such a long period of time as the law is not meant for those who are dormant over their rights. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In the light of above, the said relief is declined being not maintainable as barred by limitation.

G.III Direct the respondent to provide area calculations (carpet area, loading & super area).

22. The complainant has sought a direction to the respondents to furnish detailed area calculations in respect of the subject unit, including the carpet area, built-up area (if any), super area and the percentage and quantum of loading applied. Since the area of the unit forms the basis of computation of the sale consideration and allied charges, and transparency in this regard is essential, the respondents shall provide, within 30 days from the date of this order, a complete calculation sheet clearly indicating the carpet area, super area, loading applied and the manner in which the final sale consideration has been arrived at in terms of the builder buyer agreement.

G.IV Direct the respondent to execute and get the conveyance deed registered in the name of complainants in respect of the unit/office space.

23. The complainants are seeking the relief for the registration of conveyance deed in accordance with section 17 of the Act of 2016. The complainant was offered possession of the unit on 01.01.2015. It is to be further noted that section 11(4)(f) provides for the obligation of respondent/promoter to execute a registered conveyance deed of the apartment along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the

case may be as provided under section 17 of the Act of 2016 and shall get the conveyance deed done after obtaining of occupation certificate.

24. As far as the relief of transfer of title is concerned the same can be clearly said to be the statutory right of the allottee as section 17 (1) of the Act provide for transfer of title and the same is reproduced below:

“Section 17: Transfer of title.

17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.”

25. As occupation certificate of the unit has been obtained from the competent authority on 19.06.2014, therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the respondent is obligated to execute the conveyance deed in favour of the complainant after payment of stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any.

G.V Direct the respondent to issue a fresh offer of possession after refraining the respondent from charging Rs. 178052/- under the head other costs and Rs. 86,801/- under contingency deposit.

26. The complainant has sought a direction to the respondent to issue a fresh offer of possession after refraining from charging Rs. 1,78,052/- under the head “other costs” and Rs. 86,801/- under “Contingency Deposit” in respect of the unit. In this regard, it is observed that the offer of possession has already been issued by the respondent after obtaining the occupation certificate, and the validity of the said offer



cannot be reopened at this stage. However, the respondent is directed to ensure that only such charges are levied which are strictly in accordance with the terms and conditions of the builder buyer agreement and supported by documentary basis. If the aforesaid amounts under the heads "other costs" and "contingency deposit" are not contractually stipulated or otherwise justified as per the agreement, the respondent shall not insist upon the same at the time of facilitating possession.

G.VI Restraining the respondent from asking indemnity/undertaking for possession of the flat (as language/contents of undertaking indemnity/undertaking format are contrary to law and against the principle of natural justice. Also, the undertaking already signed by the complainants under compelling circumstances be declared null and void.

27. The complainant has sought a direction restraining the respondent from insisting upon execution of any indemnity/undertaking as a pre-condition for handing over possession of the flat on the ground that the language and contents of such undertaking are contrary to law and against the principles of natural justice, and has further prayed that the undertaking already signed under compelling circumstances be declared null and void.
28. In this regard, it is observed that a promoter cannot impose conditions at the time of delivery of possession which are de hors the terms of the builder buyer agreement or which compel the allottee to waive statutory or contractual rights as a pre-condition to possession. Accordingly, the respondent shall not insist upon execution of any indemnity/undertaking which seeks to absolve it of its contractual or statutory obligations or requires the complainant to forgo legitimate claims as a condition for handing over possession.



29. However, in so far as the undertaking already executed is concerned, the same shall not operate to the prejudice of the complainant to the extent it is inconsistent with the provisions of the Act or the terms of the agreement, and its enforceability shall be subject to law.

G.VII Initiate proceedings against the respondents under section 59 of the Act, for non - registration of the project, as the OC of the project for tower-3A was obtained after coming into force of RERA/HARERA.

30. The complainant has sought initiation of proceedings against the respondents under Section 59 of the Real Estate (Regulation and Development) Act, 2016 for alleged non-registration of the project on the ground that the occupation certificate for tower-3A was obtained after the coming into force of RERA/HARERA. In this regard, it is observed from the record that the occupation certificate in respect of the concerned tower has already been obtained way back in 2014 and the project stands completed. Once the project has been completed and the occupation certificate has been issued by the competent authority, no direction for initiation of proceedings under section 59 of the Act is called for in the present complaint. Accordingly, the relief sought in this regard is stands redundant.

F. Directions of the Authority

31. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- i. The respondent no.1 is directed to hand over physical possession of unit no. CG4-1204 to the complainants within a period of 60 days from the date of this order.



- ii. The respondent no.1 is directed to execute the conveyance deed in favor of the complainant/allottee within 3 months from the date of this order as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.
 - iii. The respondent no.1 is directed to not insist upon execution of any indemnity/undertaking which seeks to absolve it of its contractual or statutory obligations or requires the complainants to forgo legitimate claims as a condition for handing over possession.
 - iv. The respondent no.1 is directed not to charge anything which is not a part of the agreement executed between the parties.
32. The complaint stand disposed of.
33. Files be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 12.03.2025