

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

Order pronounced on: 06.08.2025

NAME OF THE BUILDER			M/s Green Heights Pvt. Ltd.
PROJECT NAME: Bani City Centre			APPEARANCE
1	CR/5237/2024	Priyanka Batra Vs. DLF Utilities Limited (Now known as M/s. DLF Limited)	Advocate Maninder Singh (Complainant) Advocate Ishaan Dang (Respondent)
2	CR/5049/2024	Vivek Batra Vs. DLF Utilities Limited (Now known as M/s. DLF Limited)	Advocate Maninder Singh (Complainant) Advocate Ishaan Dang (Respondent)

CORAM:

Ashok Sangwan

Member

ORDER

1. This order shall dispose of both 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.
2. 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, 'DLF Gardencity" being developed by the same respondent-promoter i.e., M/s DLF Limited. 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	Compl aint No./Title/ Date of filling	Rep ly Stat us	Plot no. & Area admeas uring	Date of allot ment lette r	Date of execut ion of Plot buyer' s agree ment	Due of possess ion	Sale consideratio n	Relief Sought
1.	CR/5237/2024 Priyanka Batra Vs. DLF Limited 20.11.2024	28.01.2025	B-8/19 Admeas uring 255.42 sq.yards	17.02.2014	15.05.2014	15.05.2016 [Calculat ed 24 months from date of executio n of agreeme nt]	BSP – Rs40,93,945/- AP – Rs.51,67,806/- (As on page no. 47 of complaint)	1. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.51,67,806/- towards the sale consideration paid by the complainant(s) as sale consideration paid by the complainants as sale consideration of

								the said plot from the date of payment till the actual handing over of the possession. 2. Direct the respondent to handover possession and execute conveyance deed in favor of the complainant.
2	CR/504 9/2024 Vivek Batra Vs. DLF Limited 18.10. 2024	24.0 1.20 25	18, Block-B- 8 Admeas uring 213.56 sq.mtr. (As on page no. 207 of reply)	22.02 .2014	15.05.2 014	15.05.2016 [Calculated 24 months from the date of execution of the agreement)	BSP – Rs.40,93,945 - AP – Rs.51,67,806 - (As on page no. 47 of complaint)	1. Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.51,67,806 /- towards the sale consideration paid by the complainant (s) as sale consideration paid by the complainant s as sale consideration of the said plot from the date of payment till the actual handing

								over of the possession. 2. Direct the respondent to handover possession and execute conveyance deed in favor of the complainant.
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4. 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 some of 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.
6. It has been decided to treat the said complaints as an application for non-compliance 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/5237/2024** at serial no. 1 titled as **Priyanka Batra Vs. M/s DLF Utilities Limited (Now known as DLF Limited)** 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of project	" DLF Garden City"
2.	Nature of project	Residential Plotted Colony
3.	Location of project	Sector-91-92, Gurugram.
4.	RERA Registered	Not registered
5.	DTCP License	License no. 59 of 2011 Dated-28.06.2011
6.	Allotment letter	17.02.2014 (As on page no. 51 of reply)
7.	Plot no.	B-8/19 (As on page no. 24 of complaint)
8.	Plot Area	255.42sq.yards (As on page no. 24 of complaint)
9.	Plot Buyer's Agreement	15.05.2014

		(As on page no. 22 of complaint)
10.	Possession Clause	<p>Clause 11(a)</p> <p><i>Schedule for Possession</i></p> <p><i>The Company shall endeavor to offer possession of the Said Plot, within twenty four (24) months from the date of execution of this Agreement subject to timely payment by the Intending Allottee(S) of Sale Price, Stamp Duty, Govt. Charges and any other charges due and payable according to the payment plan attached as Annexure-II.</i></p> <p><i>[Emphasis supplied]</i></p> <p>(As on page no. 30 of complaint)</p>
11.	Due date of possession	<p>15.05.2016</p> <p>[Calculated 24 months from the date of execution of Agreement]</p>
12.	Basic Sale Consideration	<p>Rs.40,93,945 /-</p> <p>(As on page no. 25 of complaint)</p>
13.	Amount paid	<p>Rs.51,67,806 /-</p> <p>(As on page no. 47 of complaint)</p>

14.	Part Completion certificate	02.07.2014 19.11.2014
15.	Letter from E.D to respondent in regard to investigation under the provisions of PMLA, 2002.	18.08.2017 (As on page no. 247 of reply)
16.	Offer of possession	16.04.2016 (As on page no. 230 of reply)

B. Facts of the complaint

9. The complainant has submitted as under:

- I. That the real estate project named "DLF Garden City" is situated at Sector-91-92, District Gurugram. The respondent is the developer/promoter of the aforesaid residential project and have developed, sold and marketed the aforesaid residential project.
- II. That the respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling unit is the delivery of completed house within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her dream home.
- III. That somewhere in 2014, the respondent through its marketing executives and advertisement done through various medium and

means approached the complainant with an offer to invest and buy a plot in the proposed project namely "DLF Garden City", situated at Sector 91-92, District Gurugram. The respondent had further assured that it has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification.

- IV. That the complainant while relying on the representations and warranties of the respondent and believing them to be true had agreed to the proposal of the respondent to book the residential plot in the project of respondent.
- V. Relying upon those assurances and believing them to be true, the complainant booked a residential plot bearing no. B-8/19 having super area of 255.42 sq. yd. at the rate of Rs.16,028 per sq. yd. and for basic sale consideration of Rs.40,93,945/- at the proposed project on 22.02.2014.
- VI. That the respondent assured that it would execute the Plot Buyer Agreement at the earliest and maximum within one week. However, the respondent did not fulfill its promise and have not executed the agreement as agreed by it.
- VII. Upon the regular follows up of the complainant, the respondent executed the Plot Buyer's Agreement on 15.05.2014 allotting the aforesaid plot in favor of the complainant. Thereafter, the respondent started raising the demand of money /installments from the complainant, which were duly paid by the complainant as per agreed timelines.

- VIII. As per the Clause -11a of the said Plot Buyer's Agreement, the respondent had agreed and promised to complete the construction of the said plot and deliver its possession within a period of 24 months from the date of the execution of Plot Buyer's Agreement which comes out to be 15.05.2016.
- IX. That from the date of booking and till date, the respondent had raised various demands for the payment of installments on complainant towards the sale consideration of the said plot and the complainant has duly paid and satisfied all those demands as per the Plot Buyer's Agreement without any default or delay on his part and has also fulfilled otherwise also his part of obligations as agreed in the Plot Buyer's Agreement.
- X. That as per the records of complainant, the complainant had already paid Rs.51,67,806/- towards the sale consideration and nothing major is pending to be paid on the part of complainant.
- XI. That the complainant had approached the respondent and its officers inquiring the status of delivery of possession, but none had bothered to provide any satisfactory answer or reply or response to the complainant about the completion and delivery said plot. However one of an employee of the respondent gave information to the complainant that the original file of the respondent has been seized by CBI and if the complaint wants to register or execute the registration process then he has to arrange no objection certificate from the concerned authority.
- XII. That the complainant thereafter had tried his level best to reach the representatives of the respondent to seek a satisfactory reply in respect of the said plot but all in vain. As per Plot Buyer's Agreement

dated 15.05.2014, the delivery of the possession of said plot was promised to be delivered by the respondent within 2 years i.e., by 15.05.2016.

- XIII. That the cause of action accrued in favor of the complainant and against the respondent in 2014 when the complainant had booked the said plot, and it further arose when respondent failed /neglected to deliver the said plot on the agreed date. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has still not handed over the possession of said plot as agree.

C. Relief sought by the complainant:

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

(i) Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.51,67,806/- towards the sale consideration paid by the complainant(s) as sale consideration of the said plot from the date of payment till the actual handing over of the possession.

(ii) Direct the respondent to hand over the possession and execute conveyance deed in favor of the complainant.

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 has contested the complaint on the following grounds:

- I. That the application for issuance of completion certificate in respect of the 101.218 acres of the project in question had been submitted on

17.01.2014 and in furtherance of aforesaid application, part completion certificate had been granted on 02.07.2014. An application for issuance of completion certificate in respect of the 62.956 acres of the project in question was submitted on 19.11.2014. In furtherance of the aforesaid application part completion certificate had been granted on 18.03.2016. Furthermore, an application for issuance of completion certificate in respect of balance area of 2.70 acres had been submitted to the competent authority by the respondent on 25.07.2017.

- II. That the complainant was desirous of purchasing a residential plot in Garden City. The complainant had made elaborate and detailed enquiries with regard to all specifications and features of the aforesaid Residential Plotted Colony, sanctions granted by the statutory authorities in respect thereof as well as the capacity, competence and capability of the respondent to successfully undertake the promotion, development and implementation of the aforesaid residential plotted colony. The complainant after being fully satisfied in all respects had proceeded to voluntarily submit an Application dated 10.02.2014 for allotment by sale residential plot bearing number B - 8/19 having plot area measuring 213.56 square meters (255.42 Square yards).
- III. That an Allotment Letter was issued by the respondent on 17.02.2014 in favour of the complainant. The complainant had opted for instalment payment plan. Thereafter, two copies of the Agreement to Sell was dispatched for execution to the complainant.
- IV. That the duly executed Plot Buyer's Agreement dated 15.05.2014 had been sent by the respondent to the complainant. As per Clause 11 (a) of Plot Buyer's Agreement dated 15.05.2014, the respondent undertook to offer physical possession of the said plot to the complainant within a

period of 24 months from the date of execution of the Agreement subject to timely payment by the complainant of sale price, stamp duty, government charges and other charges as per payment plan appended to the aforesaid agreement.

- V. That the physical possession of the said plot was to be delivered by the respondent to the complainant by 15.05.2016. That after the completion of the development, the respondent vide letter dated 16.04.2016 offered possession to the complainant, much prior to the committed date i.e. 15.05.2016.
- VI. That the complainant was liable to pay the sum of Rs.4,09,393.86 to the respondent by 14.11.2014. Although, the respondent was under no obligation to remind the complainant of his financial and contractual obligations, yet as a gesture of goodwill, the respondent had sent letter dated 22.10.2014 to the complainant for making the aforesaid payment up to 14.11.2014. On account of failure of the complainant to make the aforesaid payment up to 14.11.2014, Reminder Letter dated 17.11.2014 had been sent by the respondent to the complainant calling upon the complainant to make payment of the outstanding amount.
- VII. That the complainant was liable to pay the sum of Rs.4,09,394.38/- to the respondent latest by 14.02.2015. Although, the respondent was under no obligation to remind the complainant of his financial and contractual obligations, yet as a gesture of goodwill, the respondent had sent letter dated 23.01.2015 to the complainant for making the aforesaid payment up to 14.02.2015. On account of failure of the complainant to make the aforesaid payment, Reminder Letter dated 16.02.2015 had been sent by the respondent to the complainant calling upon the complainant to make payment of the outstanding amount. Even thereafter the complainant

failed to make the demanded payment on account of which the respondent was constrained to send another Reminder Letter dated 03.03.2015.

- VIII. That the complainant was liable to pay the sum of Rs.4,09,393.90/- to the respondent latest by 14.05.2015, the respondent had sent letter dated 23.04.2015 to the complainant for making the aforesaid payment.
- IX. That once, the development of the project had been completed and all services had been laid, the respondent had sent letter dated 16.04.2016 to the complainant whereby the respondent had offered possession of the said plot to the complainant well prior to the committed date mentioned above i.e. 16.05.2016. That it needs to be highlighted that as per final statement of account as on 16.04.2016, a sum of Rs.23,79,293.33/- was payable by the complainant to the respondent. The respondent had called upon the complainant to make payment of the aforesaid amounts to the respondent latest by 16.05.2016 to avoid levying of penalty.
- X. That a Letter dated 18.08.2017 had been received by the respondent from Central Bureau of Investigation Anti Corruption – III, New Delhi whereby the respondent had been directed by the aforesaid authority to provide details pertaining to various plots. However, there was a confusion with regard to details of plots relating to which information had been sought from the respondent. The respondent had proceeded to depute its Assistant Manager vide Authority Letter dated 29.08.2017 to appear in the office of Central Bureau of Investigation. Eventually, the Central Bureau of Investigation had seized the original case file of the said plot and several other properties allotted in favour of the complainant and her husband on 29.08.2017.
- XI. That on account of non-completion of formalities and payment of outstanding amounts, the respondent addressed Letter dated 04.12.2018,

06.11.2019, 06.07.2020 to make payment and to obtain possession. It was also intimated to the complainant by the respondent that in the event of the complainant to obtain physical possession of the said plot the complainant would be liable to pay holding charges at the rate of Rs.125/- per square yard per month calculated against the area of the said plot.

- XII. That the purchasers were required to construct the residential houses over the plots purchased by them within a period of five years from the offer of possession failing which they were liable to pay penalty towards late construction charges calculated at the rate of Rs.250/- per sq. yds per month till receipt of occupation certificate after raising of construction. On the request received from a number of purchasers of plots in the project, the respondent had agreed to grant extension for a span of two years for the purpose of completion of construction over plots purchased in the aforesaid Residential Plotted Colony by the purchasers. The complainant had also been called upon by the respondent vide Letter dated 18.08.2021 to take advantage of the aforesaid offer.
- XIII. That vide Letter dated 23.08.2022, the respondent requested to the complainant to get the sale deed in respect of the said plot registered in his favour and to obtain physical possession. Email dated 07.12. 2022 had been sent by the complainant to the respondent calling upon the respondent to update the complainant with regard to procedure for registration of sale deed in respect of said plot.
- XIV. That since, the original file pertaining to the allotment had been seized by Central Bureau of Investigation, an email dated 17.01.2023 had been sent by the respondent to the complainant to obtain "No Objection Certificate" from the aforesaid authority so that the sale deed could be registered in favour of the complainant. Till date the complainant has failed to obtain

the same from the Central Bureau of Investigation. It needs to be highlighted that the aforesaid agency is investigating affairs of the complainant and the said investigation has got nothing to do with the functioning of the respondent.

- XV. That the respondent has received a notice bearing no. F. No. ECIR/MBZO-1/37/2023 dated 30.12.2024 from the office of Assistant Director, Unit -4 (1), ED/MBZO-1, Directorate of Enforcement, Mumbai with respect to investigation under provisions of PMLA, 2002 in respect of the complainant and Mr. Vivek Batra. In the said notice details of property B-8/19 and B-8/18, DLF Garden City, Gurugram had been sought from the respondent. The respondent has duly replied to the aforesaid notice vide letter dated 08.01.2025.
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 those 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 complaints for the reasons given below:

E.I Territorial jurisdiction

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

E.II Subject matter jurisdiction

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

Section 11(4)(a)

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

17. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaints regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the reliefs sought by the complainant:

F.I Direct the respondent to pay interest at the applicable rate on account of delay in offering possession on Rs.51,67,806/- towards the sale consideration paid by the complainant(s) as sale consideration of the said plot from the date of payment till the actual handing over of the possession.

18. The complainant has submitted that she booked a residential plot bearing no. B-8/19 having super area of 255.42 sq. yd. for a basic sale consideration of Rs.40,93,945/- in the project "DLF Garden City" situated at Sector-91 and 92, Gurugram, Haryana. The Plot Buyer's Agreement was executed between the complainant and the respondent on 15.05.2014. As

per the Clause -11(a) of the said Plot Buyer's Agreement, the respondent agreed to complete the construction of the said plot and deliver its possession within a period of 24 months from the date of the execution of Plot Buyer's Agreement. Thus, the due date of possession comes out to be 15.05.2016. The complainant had paid Rs.51,67,806/- towards the sale consideration till date. One of an employee of the respondent gave information to the complainant that the original file of the complainant has been seized by CBI and if the complainant wants to register or execute Conveyance Deed then she has to arrange no objection certificate from the concerned authority.

19. The respondent has submitted that the physical possession of the said plot was to be delivered by the respondent to the complainant by 15.05.2016 and the respondent vide letter dated 16.04.2016 offered possession to the complainant, that is much prior to the committed date i.e. 15.05.2016. As per final statement of account as on 16.04.2016, a sum of Rs.23,79,293.33/- was payable by the complainant to the respondent. The respondent had called upon the complainant to make payment of the aforesaid amounts to the respondent latest by 16.05.2016 to avoid levying of penalty. A Letter dated 18.08.2017 had been received by the respondent from Central Bureau of Investigation Anti Corruption - III, New Delhi whereby the respondent was directed by the aforesaid authority to provide details pertaining to various plots. Eventually, the Central Bureau of Investigation had seized the original case file of the subject plot and several other properties allotted in favour of the complainant and her husband on 29.08.2017. Since, the original file pertaining to the allotment had been seized by Central Bureau of Investigation, an email dated 17.01.2023 had been sent by the respondent

to the complainant to obtain "No Objection Certificate" from the aforesaid authority so that the sale deed could be registered in favour of the complainant. Till date the complainant has failed to obtain the same from the Central Bureau of Investigation. The respondent has received a notice on 30.12.2024 from the office of Assistant Director, Unit -4 (1), ED/MBZO-1, Directorate of Enforcement, Mumbai with respect to investigation under provisions of PMLA, 2002 in respect of the complainant and Mr. Vivek Batra. In the said notice details of property B-8/19 and B-8/18, DLF Garden City, Gurugram had been sought from the respondent. The respondent has duly replied to the aforesaid notice vide letter dated 08.01.2025.

20. The Authority observes that the complainant had booked a plot in the project titled "*DLF Garden City*", located in Sectors 91 and 92, Gurugram, Haryana, being developed by the respondent. An Allotment Letter dated 17.02.2014 was issued in favour of the complainant, whereby Plot No. B-8/19, admeasuring 255.42 square yards, was allotted. Subsequently, a Plot Buyer's Agreement was executed between the parties on 15.05.2014. As per Clause 11(a) of the said agreement, the respondent was obligated to offer possession of the subject plot within 24 months from the date of execution of the agreement, i.e., by 15.05.2016. The respondent obtained part Completion Certificates on 02.07.2014 and 18.03.2016. Thereafter, the respondent offered possession of the plot to the complainant on 16.04.2016, which was prior to the stipulated due date of possession.
21. Accordingly, it is evident that the possession was offered within the contractual timeline, and no delay can be attributed to the respondent. Consequently, the complainant is not entitled to any claim towards delay possession charges (DPC).

F.II Direct the respondent to hand over possession of the plot and execute Conveyance Deed in favour of the complainant.

22. The complainant has also sought the relief of handing over of possession and execution of Conveyance Deed in her favour. The Authority observes that the respondent received a Letter dated 18.08.2017 from the Central Bureau of Investigation Anti-Corruption – III, New Delhi whereby the respondent was directed to provide details pertaining to various plots. The respondent has submitted the required details and eventually, the Central Bureau of Investigation seized the original case file of the subject plot and several other properties allotted in favour of the complainant and her husband on 29.08.2017, the seizure memo is annexed with the reply. Vide an email dated 17.01.2023, the respondent requested the complainant to obtain “No Objection Certificate” from the aforesaid authority so that the sale deed could be registered in favour of the complainant, but the complainant has failed to do it. Further again, the respondent has received a notice on 30.12.2024 from the office of Assistant Director, Unit -4 (1), ED/MBZO-1, Directorate of Enforcement, Mumbai with respect to investigation under provisions of PMLA, 2002 in respect of the complainant and Mr. Vivek Batra. In the said notice details of property B-8/19 and B-8/18, DLF Garden City, Gurugram had been sought from the respondent.
23. The Authority is of the considered view that proceedings are currently pending before another competent Authority against the complainant. It is observed that the respondent has duly fulfilled its obligation by offering possession of the subject plot prior to the stipulated due date. In light of the ongoing proceedings before another forum, and in the absence of specific details regarding the nature and outcome of those proceedings,



this Authority is not in a position to issue any directions to the respondent at this stage. The complainant is at liberty to obtain a No Objection Certificate (NOC) from the said Authority and, upon obtaining the same, may approach the respondent for taking possession and for execution of the Conveyance Deed.

24. In view of the above, the present complaint is dismissed as being not maintainable.
25. True certified copy of this order shall be placed in the case file of each matter.
26. Files be consigned to registry.

Dated- 06.08.2025

(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority