



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

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| 1. Complaint No. | GC No.0038/2024 |
| 2. Name & Address of the complainant (s)/ Allottee | Ms. Neha Rana,
B-297 Street No. 7, Amrit Vihar, Nathupura Road,
Badarpur Majra, Burari, North Delhi, Delhi –
110084. |
| 3. Name & Address of the respondent (s)/ Promoter | 1. M/s. DB Farms P. Ltd.,
SCF-37, FF, Industrial Focal, SAS Nagar (Mohali),
Punjab – 160059.

2. Sh. Onkar Chand,
H. No. 2220, Sector 44-C, Chandigarh – 160047.

3. Sh. Varan Kumar Singla
H. No. 2172, Sector 44C, Chandigarh – 160047.

4. Ms. Kamini Kapoor,
H. No. 2131/2, Sector 38C, Chandigarh – 160036. |
| 4. Date of filing of complaint | 25.01.2024 |
| 5. Name of the Project | The Gateway A&A Greens |
| 6. RERA Registration No. | PBRERA-SAS80-PR0746 |
| 7. Name of Counsel for the complainant, if any. | Sh. Nanak Singh, Advocate for the complainant
with Major Raghu Dutt Kaushik, husband of the
complainant. |
| 8. Name of Counsel for the respondents, if any. | Ms. Manisha Maggu, Advocate for respondents
no. 1.
Sh. Ramesh Sharma, Advocate for respondents
no. 2 & 4.
Sh. R.S. Joon, Advocate for respondent no. 3. |
| 9. Section and Rules under which order is passed | Section 31 of the RERD Act, 2016 r.w. Rule 36 of
Pb. State RERD Rules, 2017. |
| 10. Date of Order | 26.02.2026 |

**Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016
r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017**

The present complaint dated 25.01.2024 has been filed by Ms. Neha Rana (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) relating to a RERA registered project namely 'The Gateway A&A Greens' promoted by



M/s.DB Farms Pvt. Ltd. & Ors. (hereinafter referred as the 'Respondents' for the sake of convenience and brevity).

2. The brief gist of the complaint, as alleged by the complainant, is that she purchased **Flat No. 169, 2nd Floor** in the project "The Gateway A&A Greens" and got the sale deed registered on 05.04.2023 at Kharar Tehsil, however the respondent-promoter failed to execute or provide a Buyer's Agreement prior to registration, in violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016; that despite registration, legal possession of the flat along with promised basic amenities such as electricity connection, internal roads and security has not been handed over, and only one key was provided on 05.12.2023 while the remaining keys are still retained by the promoter; that the promoter is demanding illegal charges such as ₹1000 per KW for electricity NOC, IFMS charges and clubhouse charges without providing the requisite amenities, and has also threatened the complainant and her husband when they approached for possession; that due to delay in possession, the complainant and her husband are constrained to live in rented accommodation while simultaneously paying home-loan EMIs, causing financial hardship; accordingly, the complainant prayed to issue directions to the respondent to hand over legal possession with all amenities, pay interest for the delayed period, reimburse rent paid, refund illegal charges and grant litigation costs. For ready reference, the relief sought by the complainant is as under:-

- "1. *Legal Possession along with all amenities.*
2. *Interest for delay period.*
3. *Litigation fees."*

3 In reply, Respondents No.1 have raised preliminary objections regarding maintainability of the complaint against them, contending that they have no concern with the sale of the flat in question. It has been pleaded that no flat was ever sold by the answering respondents to the complainant and that Respondents



No.2 to 4 were the vendors under the registered sale deed dated 05.04.2023. It has been contended that the complainant has no *locus standi* to proceed against Respondents No.1 and that its impleadment amounts to mis-joinder of parties.

3.1 The answering respondents have further pleaded that they had sold five plots including Plot No.169 to Respondents No.2 to 4 vide registered sale deed dated 14.12.2021 and that thereafter they had no role in construction or sale of any flat raised on the said plot. It has been denied that any assurance regarding possession, gated society status or amenities was ever given by them to the complainant. It has been asserted that all internal and external development works in the plotted colony were completed and that basic amenities such as electricity, sewerage and water supply were duly provided, reliance being placed upon NOCs obtained from the electricity department and Punjab Pollution Control Board.

3.2 It has also been contended that possession of the flat was delivered to the complainant on 05.04.2023 itself, as recorded in the registered sale deed, and therefore the prayer for delivery of possession or interest for delayed possession is misconceived. According to the answering respondents, once possession has been delivered and conveyance executed, the complaint seeking possession or interest is not maintainable under the Act and is liable to be dismissed.

4. Respondents No.2 and 4, in their short reply, have pleaded that they were lawful allottees of Plot No.169, having purchased the same from Respondent No.1, and that they constructed the first floor unit in their individual capacity. It has been asserted that the sale deed dated 05.04.2023 record delivery of possession and place responsibility of obtaining utility connections upon the complainant.

4.1 These respondents have denied acting as agents of Respondent No.1 and have asserted that they are not promoters within the meaning of the Act. It has been argued that Section 18 of the Act is not attracted as possession was already



delivered. It has also been pleaded that electricity connection was also obtained in January 2024, thereby extinguishing any surviving cause of action.

5. Respondent No.3, in his separate written statement, has pleaded that he merely constructed the flat after purchasing the plot from Respondent No.1 and that responsibility for common amenities rests solely with the promoter. It has been contended that the complainant was fully aware of this arrangement and entered into the transaction after inspecting the site. It has been denied that any specific allegation has been levelled against Respondent No.3 and dismissal of the complaint *qua* him has been prayed for.

6. In the additional affidavit filed by Respondents No.2 and 4 pursuant to directions of this Authority, it has been disclosed that several plots were jointly purchased by them and that construction of flats was undertaken under the belief that RERA registration was not required in view of the number of units constructed. It has been reiterated that possession was handed over on 05.04.2023 and that the complainant's claim of taking keys later is incorrect. It has further been asserted that Plot No.169 forms part of the sanctioned layout plan of "A&A Greens" and that any subsequent denial by Respondent No.1 regarding gated society status cannot be attributed to the answering respondents.

7. The complainant, in her rejoinder, has reiterated the averments made in the complaint and has denied the preliminary objections raised by the respondents. It has been asserted that the replies are evasive and fail to address the core issue of non-provision of basic amenities and misrepresentation regarding gated society status. The complainant has specifically pleaded that recital of possession in the sale deed does not amount to lawful possession in the absence of essential services such as electricity, water and sewerage. It has been further pleaded that the undertaking clauses relied upon by the respondents cannot override statutory obligations under the Act. The complainant has pointed out that



electricity connection was admittedly obtained only in January 2024, which itself establishes that amenities were not available at the time of alleged possession.

8. From the pleadings and documents on record, it is undisputed that the project "The Gateway A&A Greens" is registered with this Authority and that Respondent No.1, DB Farms Pvt. Ltd., is the registered promoter of the said project. It is also undisputed that Plot No.169 forms part of the sanctioned layout plan of the registered project and that the said plot was sold by Respondent No.1 to Respondents No.2 to 4 vide registered sale deed dated 14.12.2021. It is further undisputed that Respondents No.2 to 4 constructed a first floor unit on Plot No.169 and sold the same to the complainant vide registered sale deed dated 05.04.2023. The execution of the sale deed dated 05.04.2023 is also not in dispute. It is admitted on record that electricity connection for the unit was obtained only in January 2024. The existence of a dispute regarding gated boundary demarcation post-sale is also evident.

9. During arguments, learned counsel for the complainant contended that possession under the Act cannot be symbolic and that lawful possession necessarily presupposes availability of essential services. It was argued that Respondent No.1, being the promoter of a registered project, cannot evade statutory liability by contending that the sale was effected through individual plot owners when the project infrastructure and layout remain under its control. It was further argued that delay in provision of electricity has caused financial hardship to the complainant, entitling her to interest for delayed possession under Section 18 of the RERD Act, 2016.

10. Per contra, learned counsel for Respondent No.1 argued that there is no privity of contract between the promoter and the complainant and that the promoter's obligation was limited to development of a plotted colony, which stood completed. It was argued that possession having been delivered as per sale deed, no claim under Section 18 survives. Learned counsel for Respondents No.2 to 4



argued that they are not promoters under the RERD Act and that responsibility for obtaining utility connections was contractually placed upon the complainant. Reliance was placed upon the judgment of the Hon'ble Supreme Court in Newtech Promoters to contend that compensation-related claims fall outside the jurisdiction of this Authority.

11. Upon consideration of the pleadings, documents on record and the rival submissions advanced by the learned counsel for the parties, this Authority finds that it is an admitted position that the registered sale deed in respect of the unit in question was executed on 05.04.2023 and that possession of the said unit was handed over to the complainant on the same date. The complainant has not disputed execution of the sale deed nor has she alleged that the said document was executed under coercion, misrepresentation or undue influence. The recital in the registered conveyance deed acknowledging delivery of possession, therefore, carries a presumption of correctness and constitutes strong evidence of the fact that possession had in fact been delivered and accepted by the complainant.

11.1 This Authority further finds that at the time of execution of the sale deed and acceptance of possession, the complainant did not raise any contemporaneous objection in writing regarding alleged non-availability of Completion Certificate, Occupation Certificate or any essential services. Having accepted possession unconditionally and having allowed the conveyance to be executed in her favour, the complainant cannot subsequently be permitted to contend that the possession so accepted was not lawful or was merely a paper possession. The law on this aspect is no longer *res integra*.

11.2 The Full Bench of this Authority in **Nupur Hingad v. Emmar MGF Land Limited** has unequivocally held that an objection regarding invalidity of possession on the ground of non-obtaining of Completion Certificate or Occupation Certificate can be entertained only till such time as possession is not taken by the allottee. Once possession is obtained voluntarily without asking of taking



Occupation Certificate/Partial Completion Certificate/Completion Certificate, the allottee is estopped from subsequently raising such a plea. This principle has been consistently reiterated in ***Neha P. Desai v. Barnala Builders and Property Consultants, Pramod Mehta v. Janta Land Promoters Pvt. Ltd. and Neetika Sharda v. M/s Bajwa Developers***, wherein it has been held that acceptance of possession and execution of conveyance deed disentitles the allottee from claiming interest for delayed possession on the ground of absence of OC or incomplete amenities. However, it is clarified that allottee can refuse possession without Occupation Certificate/Partial Completion Certificate/Completion Certificate, but once possession taken voluntarily without Occupation Certificate/Partial Completion Certificate/Completion Certificate the allottee loses its right of interest for delayed possession u/s. 18 of the RERD Act, 2016.

11.3 This Bench of Authority further observes that in the present case, the registered sale deed specifically places the responsibility of applying for and obtaining electricity connection upon the allottee. The complainant has not placed on record any material to show that she applied for electricity connection immediately after taking possession or that she was prevented by any act or omission of the respondents from doing so. The delay in obtaining electricity connection, therefore, cannot be attributed to the respondents so as to attract liability under Section 18 of the Act. Mere subsequent inconvenience or dissatisfaction, particularly arising from the allottee's own inaction, cannot convert an otherwise lawful and accepted possession into an unlawful one.

11.4 The contention of the complainant that possession without electricity or OC cannot be treated as lawful possession is misplaced in the facts of the present case. Once possession has been voluntarily accepted and conveyance executed, the complainant cannot approbate and reprobate by retaining the benefit of ownership while simultaneously questioning the legality of possession.



11.5 This Bench of Authority finds merit in the submission of the respondents that Section 18 of the Real Estate (Regulation and Development) Act, 2016 is attracted only where possession is not delivered within the stipulated period; in the present case, possession of the unit stood delivered and accepted on 05.04.2023 contemporaneously with the execution and registration of the conveyance deed in favour of the complainant, and therefore the foundational requirement for invoking Section 18 is not satisfied. The complainant has failed to establish any subsisting or continuing cause of action after execution of the sale deed so as to justify grant of interest or reopening of the issue of possession; accordingly, unconditional acceptance of possession as well as execution of sale deed dated 05.04.2023, by the complainant without protest or reservation, and no surviving claim for delay in possession is made out.

11.6. This Authority further observes that after execution of the sale deed on 05.04.2023, the complainant remained in possession thereof and subsequently applied for electricity connection, which was obtained in January 2024. It is an admitted position on record that as per the terms of the sale deed, the responsibility for applying for and obtaining electricity connection from the Punjab State Power Corporation Limited (PSPCL) was upon the complainant herself. The complainant has not placed on record any explanation for the delay of several months in applying for the electricity connection after taking possession of the unit.

11.7. In view of the above, this Authority holds that once possession had been delivered on 05.04.2023 and the complainant herself was responsible for obtaining the electricity connection, the delay in securing electricity connection in January 2024 cannot be attributed to the respondents. The said delay does not render the possession unlawful nor does it give rise to any entitlement for interest or relief under Section 18 of the Act.

11.8 Upon an overall and cumulative appreciation of the record, this Bench of Authority is compelled to record a categorical finding that the transaction in



question is the result of conscious and deliberate collusion between respondents no. 2 to 4 and the complainant, undertaken in complete disregard of the mandatory provisions of the Real Estate (Regulation and Development) Act, 2016. It is an admitted position that **Respondent no. 2 (Sh. Onkar Chand); Respondent no. 3 (Sh. Varan Kumar Singla) and Respondent no. 4 (Ms. Kamini Kapoor)** had purchased five plots from **M/s. DB Farms Pvt. Ltd. (Respondent no. 1)**, a duly RERA-registered project, vide registered sale deed dated 14.12.2021, and thereafter proceeded to construct flats over the said plots and sell them to various purchasers, including the complainant, without obtaining separate RERA registration for such development and without executing a valid Agreement for Sale as mandated under the Act. Having stepped into the shoes of subsequent developers/promoters within a registered project, respondents no. 2 to 4 were fully aware, or at least deemed to be aware, of the statutory scheme of the Act and yet consciously chose to bypass it by constructing and marketing the flats without compliance with the registration requirements.

11.9 Equally, the complainant cannot be treated as an innocent purchaser. The material on record demonstrates that the complainant knowingly entered into the transaction, made payments, and accepted possession in respect of a unit forming part of an unregistered development promoted by respondents no. 2 to 4, and instead of insisting upon a statutory Agreement for Sale—which constitutes the very foundation of a lawful real estate transaction—directly executed the registered sale deed dated 05.04.2023. Such conduct demonstrates conscious participation in a transaction undertaken outside the statutory framework.

11.10 The cumulative facts thus establish that both respondents no. 2 to 4 and the complainant are equally at fault and have violated the provisions of the RERA Act, 2016 by colluding with each other to bypass the mandatory requirements relating to project registration and execution of Agreement for Sale. The respondents contravened the Act by constructing flats over the purchased



plots and selling them without registration, while the complainant facilitated and benefited from the said contravention by accepting possession, executing the conveyance deed without protest. The record therefore reflects not a unilateral lapse but a mutually convenient arrangement designed to defeat statutory safeguards.

11.11 It is a settled principle that a party who has participated in an illegality cannot subsequently seek equitable relief arising out of the very illegality to which it was a consenting party. Equity operates to prevent unjust enrichment and to restore parties, as far as practicable, to their original position, particularly where both sides are blameworthy. In the present case, permitting the complainant to invoke the jurisdiction of this Authority after having consciously participated in a transaction contrary to the provisions of the Act would amount to allowing her to approbate and reprobate and to take advantage of her own wrong. Accordingly, this Authority holds that the transaction in question is vitiated by collusive conduct and mutual violation of the RERD Act, 2016 by both the respondents and the complainant, and therefore no equitable or discretionary relief can be granted in favour of the complainant. The Hon'ble Supreme Court in the case of **"Subhash Aggarwal Vs. Mahender Pal Chhabra & Anr. in SLP (Civil) No. 30936 of 2025"** in the same kind of facts has held as under: -

"6. As held by this Court in multiple cases, there is no straitjacket formula with regard to 'readiness and willingness'. The same has to be construed with respect to the facts and circumstances of each case. In light of the facts of this case, and bearing in mind the passage of more than seventeen years since the execution of agreement, we agree with the view of the Division Bench that the grant of specific performance is not an equitable relief at this stage.

7. It is a settled principle that equity must operate in a manner that prevents unjust enrichment and restores the parties to their original position, as far as possible particularly where both the parties are at fault. We,



therefore, are of the view that directing forfeiture of the earnest money would result in an equitable windfall to the respondents.”

(emphasis supplied)

12. In view of the admitted factual position that the registered conveyance deed was executed in favour of the complainant on 05.04.2023, whereupon possession of the unit was handed over and accepted by the complainant without any protest, this Authority finds that lawful possession stood duly delivered. The subsequent obtaining of electricity connection by the complainant in January 2024, which as per the express terms of the sale deed was the responsibility of the complainant to secure from the Punjab State Power Corporation Limited, cannot be attributed to the respondents so as to invalidate the possession already delivered or to revive any claim for delayed possession. Once possession has been accepted and conveyance executed, the complainant cannot be permitted to contend that possession was unlawful on account of non-availability of electricity or non-obtaining of completion or occupation certificate, particularly when no contemporaneous objection was raised at the time of execution of the sale deed. **Therefore, it is held that the complainant has failed to establish any deficiency in service or entitlement to relief under Section 18 of the Act, and accordingly, the complaint is dismissed. No order as to costs.**

13. As regards Respondents No.2 to 4, the material on record shows that they have jointly undertaken construction and sale of multiple units within a registered project. Their own affidavit discloses that construction was undertaken under an assumption regarding non-requirement of registration. In view of the inclusive definition of promoter under Section 2(zk), they cannot escape regulatory responsibility merely by describing themselves as individual owners. In this regard, Secretary of this Authority is hereby directed to get a report from Legal/Admin Section on the following points and put the same before this bench for taking appropriate action under the Act:-



- i. Whether any proceedings u/s. 59 of the Act, to which the present complaint pertains is ***pending adjudication OR Filed*** by any other Bench of this Authority?

OR

- ii. Whether this Authority has received any application for registration of the un-registered project?

13.1 **Accordingly, Registry of this Authority is also directed to send a copy of this order to the Secretary for taking necessary action as ordered above and putting up the same separately before the same bench where proceedings are going on or otherwise before this Bench, to avoid multiplicity.**

14. This Bench of Authority further records that the material placed on record *prima facie* discloses that respondents no. 2 and 3 have also violated the mandatory provisions of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016. Section 13(1) unequivocally prohibits a promoter from accepting more than ten percent of the cost of the apartment, plot or building as advance payment or application fee without first entering into a written Agreement for Sale in the prescribed form. In the present case, respondents no. 2 and 3 admittedly received substantial amounts from the complainant prior to execution of the registered sale deed dated 05.04.2023 and without executing any Agreement for Sale as mandated under the Act and the Rules. Acceptance of consideration beyond the statutory threshold of ten percent, in the absence of a duly executed Agreement for Sale, constitutes a clear and substantive violation of Section 13(1) of the Act. Such non-compliance strikes at the very root of the regulatory framework, which has been enacted to ensure transparency, accountability and protection of allottees in real estate transactions. Accordingly, a ***prima facie* case of contravention of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016** is also made out against respondents no. 2 and 3. **The Secretary of this Authority is therefore also directed to initiate appropriate proceedings against the said respondents under Chapter VIII of the Act for imposition of penalty and other consequential action, in**



accordance with law, for having accepted more than ten percent of the sale consideration without executing the mandatory Agreement for Sale.

15. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 26.02.2026



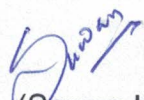

(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/ 391

Dated:- 26/2/26

A copy of this order is hereby forwarded to the following for their information and necessary action:-

1. Ms. Neha Rana, B-297 Street No. 7, Amrit Vihar, Nathupura Road, Badarpur Majra, Burari, North Delhi, Delhi – 110084.
2. M/s. DB Farms P. Ltd., SCF-37, FF, Industrial Focal, SAS Nagar (Mohali), Punjab – 160059.
3. Sh. Onkar Chand, H. No. 2220, Sector 44-C, Chandigarh – 160047.
4. Sh. Varan Kumar Singla, H. No. 2172, Sector 44C, Chandigarh – 160047.
5. Ms. Kamini Kapoor, H. No. 2131/2, Sector 38C, Chandigarh – 160036.
6. The Secretary, RERA, Punjab.
7. Director (Legal), RERA, Punjab.
8. The Complaint File.
9. The Master File.


(Sawan Kumar),
P.A. to Chairman,
RERA, Punjab.