

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

Complaint no.: 2307 of 2024
Date of complaint: 27.05.2024
Order pronounced on: 26.08.2025

Surender Kumar & Subhash Lohia
R/o: - House No. 39, Ghoda Mohalla, Aya Nagar, South
Delhi - 47

Complainants

Versus

M/s S.V. Housing Private Limited
Registered Office: 303, 3rd floor, laxmi tower, c-1/3,
Naniwala bagh, Azadpur, Delhi -110033

Respondent

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member**

APPEARANCE:

Sh. Rishabh Sharma (Advocate)
Sh. Avinash Kumar Sinha (Advocate)

**Complainants
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the details of 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 the project	"83 Metro Street", Village Sihi, Sector-83
2.	Project area	4.20 Acres (Agreement to sale (ATS) at page 52 of reply to show cause notice)
3.	Nature of the project	Commercial Colony
4.	DTPC License no. and validity	110 of 2012 dated 26.10.2012 (At page 52 of reply to show cause notice)
5.	Name of licensee	M/s SV Housing Pvt. Ltd.
6.	RERA registration details	Registered Registration no. 337 of 2017 dated 27.10.2017
7.	Provisional allotment letter	18.07.2018 (page 10 of reply)
8.	Shop/Unit no.	0108, Ground Floor (page 10 of reply)
9.	Unit area admeasuring	Carpet Area- 229.874 sq. ft. Super Area- 568.145 sq. ft. (page 10 of reply)
13.	Due date of possession	18.07.2021 No BBA is executed between the parties. Therefore, the due date for handing over of possession is calculated as per Fortune Infrastructure and Ors. vs. Trevor D' Lima and Ors. (12.03.2018 - SC); MANU/ SC/ 0253/ 2018.
14.	Sale consideration	₹91,94,950/- (as admitted by respondent during proceeding dated 05.08.2025)
15.	Amount paid up	₹59,58,400/- (as per cancellation letter dated 03.05.2024, page 67 of reply)
17.	Cancellation letter	03.05.2024 (page 67 of reply)
19.	Occupation certificate	24.05.2023 (At page 62 of reply to show cause notice)
20.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made following submissions in the complaint:

- i. That the complainants are joint allottees of commercial shop/unit no. 0108 in the project namely "83 Metro Street" located at Gurugram and are well versed with the facts of the present complaint to sign and file the present complaint before the Authority, Gurugram for restoration of unit as stated above booked by the complainants.
- ii. That the respondent company is engaged in the business of development and construction of real estate housing projects and also claimed to be leading developer in the real estate business.
- iii. That in the year 2018, the sales team of the respondent approached the complainants and represented that commercial project is being developed under the name and style "83 Metro Street" located at Village Sihi, Sector - 83, Gurugram (HR) under license from DCP, Chandigarh.
- iv. That the respondent represented that the present project is a RERA registered project bearing registration no. 333/2017 dated 27/10/2017. As per the representation and promises made by the respondent, the complainants booked a commercial office space bearing shop no. 0108 measuring approximately 568. Even after receipt of the full sale consideration in advance, the respondent neglected to execute the space buyer agreement, several requests made by the complainants to execute agreement went in vain, despite the fact signed copies of the agreement were delivered by the complainants to the respondent on 7th December 2018. In terms of Section 55(1)(d) of the Transfer of Property Act, 1882

read with section 10 of RERA respondent are liable to execute proper conveyance of the shop, after receipt of entire sale consideration.

- v. That respondent vide email dated 11th August 2020 called upon the complainants to coordinate with their customer care department on CRM@Svhousing.in or call them on 9999613286/0124-4554811 to book the appointment for registration of the agreement for sale of unit no. shop 0108, ground floor.
- vi. That after the receipt of the e-mail dated 11.08.2020 from the respondent, complainants followed up with the respondent for registration of the space buyer agreement, however, the respondent never gave any appointment for execution before the office of Sub registrar and avoided registration motivated by selfish interest.
- vii. That the complainants when realized the project has been completed and OC has been obtained called upon to execute conveyance deed, after repeated follow-up in the month of May 19th, 2023, the complainants were called upon by the respondent to visit their Gurgaon office where they were informed that as the size of the allotted shop has been changed hence a fresh agreement for sale will be executed by them.
- viii. That the complainants were assured by the respondent that once they have endorsed the copies of new agreement with amendment in area, they will share the same with complainants thereafter said agreement shall be registered.
- ix. That as respondent are known to the complainants for long, they did not suspect any foul play and acting in good faith and with hope that the things will move forward towards registration of the agreement for sale

consented to execution of fresh space buyer agreement with amendment in area, however the said agreement was never executed nor the copies of the same were delivered to the complainants.

- x. That subsequent to the meeting of May 19th 2023 the respondent is avoiding any interaction with the complainants and have yet not shared any fresh/revised agreement for sale
- xi. That recently it has come to the knowledge of complainants that the respondent has conspired and executed agreement for sale/lease with third party for operating the cinema hall multiplex on the 2 floor of the said project and has further agreed to transfer the allotted shop of the complainants to said third party for operation as ticket window and allied service operations.
- xii. That the complainants have been coaxed manipulated by the respondent and has fallen victim of the malafide and crude intentions of the respondent who have been deprived of their allotted space.
- xiii. That the complainants have tried all possible means to convince the respondent to execute the sale deed and finally on 31.05.2023, the respondent have flatly refused to do so.
- xiv. That the complainants apprehending mischief, filed a civil suit no. 1700/2023 before Hon'ble Civil Judge, Gurugram on 05.06.2023 and had obtained interim order against illegal cancellation of the office space unit no. 108 vide order dated 06.06.2023. The interim order against illegal cancellation continued in operation till 29.04.2024.
- xv. That the respondent aggrieved by the said stay order moved an application for rejection of case and Hon'ble court vide order dated

2.5.2024 was pleased to allow the application under order 7 rule 11 of CPC whereby the suit was rejected on the grounds that court has no jurisdiction under Section 79 of the RERA to try the suit and stay order was vacated.

- xvi. That the respondent acting too hastily and malafidely, illegally cancelled the allotment vide cancellation letter dated 3.5.2024 and the refunded sale consideration of Rs.53,62,560/- after deduction of Rs.5,95,840/- arbitrary ground that space buyer was not executed.
- xvii. That the respondent already obtained OC and completion certificate as referred in said cancellation letter hence the requirement for execution of space buyer agreement stood meaningless and they ought to have executed the conveyance deed itself in favour of the complainants as they have already received the full sale consideration, instead of acting illegally mischievously cancelled the allotment only to create third party right for higher sale consideration hence the complainants are left with no other efficacious remedy to file the present complaint for restraining the respondent to hand over the possession by execution of conveyance deed and retrain creation of third party rights in the allotted shop by withdrawal of cancellation.
- xviii. That the cause of action for filing of the present complaint first arose on 03.05.2024, when the respondent illegally cancelled the allotment and the cause of action still exists.
- xix. At the present suit is being well within limitation period.

C. Relief sought by the complainants

- 4. The complainants have sought the following relief(s):

- i. Direct the respondent to to restore the allotment of shop i.e. 0108 by revoking the cancellation Letter dated 03.05.2024.
 - ii. Direct the respondent to to sign the and execute space buyer agreement in respect of the shop/ unit no.0108 and execute conveyance deed in favour of the complainants.
 - iii. Direct the respondent to vacant and handover peaceful actual physical possession of the booked unit 108 in a habitable condition.
 - iv. Direct the respondent not to charge holding charges.
- 5.
6. 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

7. The respondent has contested the complaint on the following grounds.
- i. That at the outset the respondent humbly submits that each and every averment and contention, as made/raised in the present complaint under reply, unless specifically admitted, are categorically denied and may be read as travesty of facts.
 - ii. That the present complaint of the complainants should be dismissed with heavy cost as the complainants have not approached the Authority with clean hands and have concealed the material fact that the complainants are defaulters, having deliberately failed to provide the signed copy of the commercial space buyer' agreement to the respondent after taking the physical copy of the BBA from the respondent's office and never come forward to register the commercial space buyer' agreement in office of the sub registrar, tehsil at Manesar, even after repeated reminders from the respondent time to time.

- iii. That it is humbly submitted herein that the complainants approached the respondent in the year 2018 and proposed to purchase shops in the commercial project being developed by the respondent at Sector 83, Gurugram. As the project was in its initial stage of developments, inventory was readily available to offer for sale. Seeing the future potential of the project, the complainants proposed to purchase more than one shops at the ground floor with preferential locations and front side shops.
- iv. That the complainants after getting satisfied with all their due diligence about the project decided to invest initially by booking a shop in the front location, corner facing, of the project on the ground floor. The sale consideration of the premium shop was Rs.91,94,950/-. The complainants on 18.07.2018 provided a cheque of Punjab National Bank of Rs.10,00,000/- bearing no. 301762 dated 27.07.2018 and the respondent on the receipt of the above referred cheque provided provisional allotment letter dated 18th July 2018 to the complainants against the shop no. 0108, floor-ground, area 568.145 sq. ft., in the project "83MetroStreet" Sector-83, Gurugram.
- v. That thereafter, the complainants approached the respondent in the office premises for the builder buyer agreement. In pursuance on 25.07.2018, the complainants were given the company's signed copies of the commercial unit buyer's agreement for their signatures and registration of the same in the office of the sub-registrar, tehsil at Manesar but the complainants took the copies with themselves for the consultation from their advocates before providing the signed copies of the commercial unit buyer's agreement to the respondent.
- vi. That the complainants thereafter on 27.07.2018 approached the respondent and insisted to make further payments to avail some discount

in the sale consideration amount. The respondent denied to accept the further payments until and unless the signed copies of the commercial space buyer's agreement is received back from the complainants and registered in the office of sub-registrar at tehsil, Manesar. The complainants with the intention to get some discount the complainants deposited two separate cheques of Punjab National Bank each of Rs.17,50,000/- bearing no. 336089 and 300985 both dated 27.07.2028, and asked the respondent to adjust against the unit only after the registration of the commercial unit buyer's agreement.

- vii. That it is a very important fact to submit before this Authority that the cheque bearing no. 301762 amount of Rs.10,00,000/- dated 27.07.2018, which was the only basis of provisional allotment got dishonoured. As the provisional allotment was subject to realization of the cheque of Rs.10,00,000/- dated 27.07.2018, which got bounced/dishonoured so the respondent got the other cheque cleared to remain with the allotment of the premium shop no.108.
- viii. That the complainants have not revealed anywhere in their complaint made before the Authority and very cleverly drafted it by hiding this important fact that their cheque got dishonoured and provisional allotment was under threat of cancellation. Why this important fact has not been stated in the complaint under reply is better known to the complainants.
- ix. That the respondent company did not raise any demand from the complainants against the shop no.0108, due to non-return and non-registration of the commercial unit buyer's agreement by the complainants. It was the obligation on the part of the complainants to send the signed copy

and come forward for the registration of the commercial unit buyer's agreement.

- x. That in the absence of any demand, the complainants have made online payments/ account transfer on their own through NEFT of Rs. 10,00,000/- on 07.08.2018. Thereafter, an amount of Rs.7,29,200/- through NEFT dated 02.11.2018 bearing UTR No. PUNBH18306670147, and again credited Rs.7,29,200/-through NEFT dated 02.11.2018 bearing UTR No. PUNBH18306669145. The payments were never demanded by the respondent and have not been accepted due to non-return and non-registration of the commercial unit/space buyer's agreement.
- xi. That the officials of the respondent regularly made calls to the complainants for providing the signed copies of the BBA and registration of the same in the tehsil at Manesar, but it was never provided to the respondent. Thereafter, on various occasions the respondent sent letter dated 01.08.2020, email dated 11.08.2020, letter dated 09.03.2023 and email dated 13.03.2023 for the registration of the commercial unit buyer's agreement at Tehsil Manesar. The complainants did not bother to get the BBA registered even after several reminders from the respondent company.
- xii. That it is pertinent to mention herein that the respondent company did not raise any demand from the complainants against the shop no. 0108 till the date of cancellation due to non-registration of the BBA by the complainants.
- xiii. That when the complainants did not respond and come forward for the registration of the BBA, the respondent company served the final notice before cancellation dated 23.05.2023, by giving last opportunity to the complainants to come forward for the registration of the BBA at the office of the sub-registrar, tehsil at Manesar.

- xiv. That it is of paramount importance to submit that the respondent company has received the occupation certificate on 24.05.2023 and completion certificate on 08.11.2023.
- xv. That rather than approaching the respondent company for the registration of the commercial unit buyer's agreement, the complainants on receipt of the final opportunity before cancellation, preferred to file a civil suit bearing no. CS - 1700 - 2023. The abovementioned case was filed on 05.06.2023 vide filing number 2754/2023 in the District Court Gurugram, Haryana. The complainants took the ground in their civil suit/plaint that the responded is giving the unit shop 0108 to any multiplex operator, for which the complainants had approached the civil court. In the present complaint under reply the complainants have taken a new ground by stating that the respondent company has asked the complainants to sign another BBA as the area has been increased. The complainants are changing their grounds frequently, which shows that the complainants are deliberately misleading the Authority to fulfil their ulterior motives. In the civil suit, the civil court on 06.06.2023 passed interim order in favour of the complainants herein by restraining the defendant/ respondent company not to cancel the unit till the final adjudication of the application under order 7 rule 11. The civil court took almost a Year to pass on the application of the defendant/respondent company. The complainants were enjoying the interim order of the civil court and never shown any interest in the resolution of the issues with the respondent. The civil court pronounced its order on 02.05.2024 and passed the order by allowing the application U/O VII Rule 11, CPC 1908. The complainants are the real estate agents/brokers in the name of Qutub Estate, and very well aware of the RERA law, so

deliberately to hide their wrongs preferred to file civil Suit rather than approaching appropriate forum at RERA Authority, Gurugram, and succeeded in achieving their motive to drag the litigation for longer time only to harass the respondent company.

- xvi. That thereafter no occasion was left to wait further, the allotment of the shop no. 0108 got cancelled vide unit cancellation letter dated 03.05.2024. The respondent company refunded the deposited amount of Rs.53,62,560/- out of deposited amount of Rs. 59,58,400/-, after deduction of the 10% of the deposited amount.
- xvii. That it is submitted that the respondent company has created third party rights on the shop no. 0108 and entered commercial unit/space buyer's agreement on 15th May 2024 with the allottee. The commercial unit/space buyer's agreement got registered by the respondent company and the allottee in the office of the sub-registrar, tehsil at Manesar on 05.06.2024 vide its registration no. 2559, dated 05.06.2024.
- xviii. That it is of paramount importance to highlight that the promoter is under obligation to sign the BBA/agreement to sell and provide the copy of the same to the allottee for the signature of the parties. Where the allottee denies to sign without the consultation of his/her attorney before signing the BBA/agreement to sell, then the promoter can't deny to provide the copy of the same to the allottee. It is beyond the capacity of the promoter to get the copy of the BBA/agreement to sell, if the allottee does not provide the same on its own. The promoter can send the reminder letters for this, which the respondent company has done in the present case. Although the binding effect of the agreement allows the respondent to cancel the allotment if the BBA/agreement is not returned within 30 days. However,

the respondent supported fully with the complainants, but the complainants never bothered to provide the signed copy of the BBA and come forward to get the same registered.

- xix. That the respondent company has not encountered this kind of peculiar situation in the entire project since its inception except this present complaint wherein the complainants by putting false, frivolous, untenable and unsubstantiated allegations has dragged the respondent company into unnecessary litigation to achieve their ulterior motives. It is humbly submitted before the Authority that the complaint of the complainants needs to be dismissed on this ground only.
- xx. That if the complainants had provided as alleged in their complaint that the copy of the BBA is with the respondent company since 2018 and the respondent is not providing the same to the complainants, then what was the reason which prohibited the complainants to demand copy of the BBA/agreement to sell from the respondent company. There is no communication/no proof on the record of the complaint under reply which shows that the complainants have ever asked for the copies of the BBA/agreement to sell. If the respondent company would have in possession of the BBA/agreement to sell, then the complainants definitely have asked the copies of the same in the last 5 years. It is the respondent company only, which has regularly communicated with the complainants to come forward for the registration of the BBA/agreement to sell in the office of sub-registrar at tehsil Manesar. If the respondent company had not provided the copy of the BBA to the complainants as alleged in their present complaint, then the complainants could have approached the Authority in the year 2018 itself. There is no justification and explanation furnished by the

complainants that why the complainants took 5 years to reach the Authority to put their grievance that the promoter is not providing the signed BBA and registering before the concerned officer. The complainants are the real estate brokers in the name of Qutub Estate" and well aware about the RERA laws, so this can't be accepted that the complainants kept asking for BBA from the respondent for continuous 5 years, and the complainants did not take any action against the respondent when the same was not provided by the respondent. It shows that the complainants were never interested in registering the property in their favour and wanted to gain profit by selling/transferring the same in the open market. The complainants have not provided any written communication to substantiate their allegations. The respondent urges to the Authority that the complaint of the complainants should be dismissed with heavy cost on this ground only.

- xxi. That it is respectfully submitted that the complaint of the complainants should be dismissed on the ground of the limitation. The concerns raised by the complainants after the lapse of 5 years, which could have been raised in the year 2018 itself or hardly within 2 to 3 years. The complaint is time barred and needs to be dismissed due to not filing the same with the limitation provided under law applicable.
 - xxii. That it is humbly submitted that there is no fault on the part of the respondent in carrying its obligations towards the completion of the project and its delivery.
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 submission made by the parties.

E. Jurisdiction of the authority

9. 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 purposes 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 a 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.

F. Findings on the relief sought by the complainants

F.I Direct the respondent to to restore the allotment of shop i.e. 0108 by revoking the cancellation Letter dated 03.05.2024.

F.II The respondent may kindly be restrained from selling, allotting or creation of third-party rights over the unit no. 0108 (commercial space and if created the respondent be restrained from handing over the possession same to the third party final pending decision of the present complaint.

13. The complainants, through the present complaint, contend that they booked a commercial office bearing shop no. 0108, measuring approximately 568 sq. ft., located on the ground floor of the said project. The total sale consideration was ₹59,58,400/-, which was paid in full by the complainants. Despite receiving the entire sale consideration in advance, the respondent neglected to execute the agreement. Several requests made by the complainants to execute the agreement went in vain, even though signed copies of the agreement had already been delivered by the complainants to the respondent on 07.12.2018. Subsequently, upon learning that the project had been completed and the Occupation Certificate (OC) had been obtained, the complainants called upon the respondent to execute the conveyance deed. After repeated follow-ups, in May 2023, the complainants were called to the respondent's Gurgaon office, where they were informed that the size of the allotted shop had been changed and, therefore, a fresh agreement for sale would need to be executed. The complainants were assured by the respondent that once they endorsed the copies of the new agreement, reflecting the amended area, the same would be shared with them and thereafter duly registered. However, the complainants later came to know that the respondent had conspired and executed an agreement for sale/lease

with a third party to operate a cinema hall multiplex on the second floor of the said project. Furthermore, the respondent had agreed to transfer the complainants' allotted shop to the said third party for use as a ticket window and for allied service operations. The complainants made every effort to persuade the respondent to execute the sale deed, but on 31.05.2023, the respondent flatly refused to do so. Thereafter, the respondent illegally cancelled the allotment vide a cancellation letter dated 03.05.2023 and refunded only ₹53,62,560/-, after arbitrarily deducting ₹5,95,840/- on the ground that the space buyer agreement had not been executed.

14. On the contrary, the respondent has submitted that the sale consideration of the shop was Rs. 91,94,950/- and the unit has been cancelled on account of non-execution of BBA which was duly provided to the complainants. The third-party rights have already been created and the documents pertaining to the same shall also be filed along with the reply.
15. The foremost question which arises before the authority for the purpose of adjudication is that "whether the said cancellation is a valid or not in the eyes of law?"
16. The Authority finds the cancellation by the respondent to be unfair and invalid. Firstly, the respondent issued a provisional allotment letter dated 18.05.2018 to the complainants, in which no proper details regarding the consideration of the subject unit were provided. Moreover, it is a matter of record that the complainants paid an amount of ₹59,58,400/-, which is also admitted by the respondent in the cancellation letter dated 03.05.2024. Further, it is noted that the respondent itself admitted that the sale consideration of the premium shop was ₹91,94,950/-, against which an amount of ₹59,58,400/- had already been received—an amount exceeding

10% of the total sale consideration. Despite this, the respondent failed to execute the buyer's agreement with the complainants, which is a clear violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016. Instead of fulfilling this obligation, the respondent cancelled the unit vide letter dated 03.05.2024 and sold it to another party at a higher price.

17. In light of the above observations, the cancellation of the subject unit is held to be unjustified, being bad in law.

18. Further, upon perusal of the record, the Authority also finds that third-party rights have been created by the respondent in respect of the subject commercial unit. A commercial unit/space buyer's agreement was executed on 15.05.2024. It is important to note that while filing the main reply, the respondent failed to disclose these facts, which reflects bad faith on the part of the respondent.

19. As already observed above, the respondent has created third-party rights in the subject unit by executing and registering a Space Buyer's Agreement. Therefore, reinstating the subject unit will create further legal complication. Accordingly, the respondent is liable to offer the complainants an alternative, similarly situated unit of the same size and at the same rate within the said project.

F.II Direct the respondent to to sign the and execute space buyer agreement in respect of the shop/ unit no.0108 and execute conveyance deed in favour of the complainants.

F.III Direct the respondent to vacant and handover peaceful actual physical possession in a habitable condition

20. The respondent is liable to offer the complainants an alternative, similarly situated unit of the same size at the same rate. In this regard, the respondent is directed to sign and execute a space buyer agreement, which must include accurate details of the unit and the corresponding sale consideration.

21. The Authority observes that the respondent-promoter has obtained Occupation Certificate of the said project from the competent authority on 24.05.2023. Further, Section 17(1) of the Act of 2016 obligates the respondent-promoter to handover the physical possession of the newly allotted unit to the complainants complete in all respect as per specifications mentioned in buyer's agreement and thereafter, the complainants-allottees are obligated to take the possession within 2 months as per provisions of Section 19(10) of the Act, 2016.
22. In view of the above, the respondent is directed to handover the possession of allotted unit to the complainants complete in all respect as per specifications of buyer's agreement within a period of one month after payment of outstanding dues, if any, as the occupation certificate for the project has already been obtained by it from the competent authority.
23. Further, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the Occupation Certificate/Completion Certificate from the competent authority. Whereas as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. In view of above, the respondent shall execute the conveyance deed of the newly allotted unit within a period of 3 months from date of handing over of the possession of the allotted unit, upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act, failing which the complainants may approach the adjudicating officer for execution of order.

G. Directions of the Authority

24. 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 cancellation of the unit is hereby set aside. The respondent is directed to allot an alternative similarly situated unit of the same size to the complainants at the same rate in the said project.
- II. The respondent is directed to execute the buyer's agreement which contains all details relating the newly allotted unit. Thereafter, the respondent is directed to handover the possession of the newly allotted unit as the Occupation Certificate in respect of the project has already been obtained by it from the competent authority upon payment of outstanding dues.
- III. The respondent shall execute the conveyance deed of the allotted unit within a period of 3 months from date of handing over of the possession of the allotted unit, upon payment of outstanding dues and requisite stamp duty by the complainants as per norms of the state government as per Section 17 of the Act, failing which the complainants may approach the adjudicating officer for execution of order.
- IV. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
- V. The respondent shall not charge anything from the complainants which is not part of the buyer's agreement.
- VI. The respondent is not entitled to claim holding charges from the complainants at any point of time even after being part of the builder

buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864- 3889/2020 decided on 14.12.2020.

25. The complaint stand disposed of.

26. Files be consigned to the registry.



(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram



(Arun Kumar)

Chairman

Dated: 26.08.2025



HARERA
GURUGRAM