

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

Complaint no.: 2250 of 2024 &
2258 of 2024
Date of decision: 07.04.2026

NAME OF THE BUILDER		ISHV Realtors Private Limited	
PROJECT NAME		"Platina Street 109"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2250/2024	Pallabee Kohli & Ravi Mohan Singh Kolhi Vs ISHV Realtors Private Limited	Shri Ravi Joshi, Advocate And Shri Ankur Yadav Advocate
2.	CR/2258/2024	Ravi Mohan Singh Kohli Vs ISHV Realtors Private Limited	Shri Ravi Joshi, Advocate And Shri Ankur Yadav Advocate

CORAM:
Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of all the 2 complaints titled as above filed before the authority 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 project,

namely, "Platina Street 109" being developed by the same respondent/promoter i.e., M/s ISHV Realtors Private Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking delay possession along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.

3. It has been decided to treat the aforesaid 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 allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
4. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case *CR/2250/2024 titled as Pallabee Kohli & Ravi Mohan Singh Kolhi VS M/s ISHV Realtors Private Limited* are being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees.

A. Unit and Project related details:

5. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

S. No.	Heads	Information
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1.	Name and location of the project	"Platina Street 109", Sector 109, Dwarka Expressway, Gurugram (Earlier known as "Skyline 109")	
2.	Nature of the project	Commercial colony	
3.	Project area	3.72 acres	
4.	DTCP license no.	24 of 2011 dated 24.03.2011	
5.	RERA Registered/ not registered	37 of 2023 dated 02.02.2023	
6.	Date of agreement for sale	06.06.2014 (page no. 50 of complaint)	20.06.2013 (page no. 48 of complaint)
7.	Unit no.	86, Ground Floor (Shop) (page 52 of complaint)	71, Ground Floor (Shop) (page no. 50 complaint)
8.	Unit area	791 sq. ft. (super area) (page 52 of complaint)	791 sq. ft. (super area) (page 50 of complaint)
9.	Possession clause	15.Possession of the unit <i>That the possession of the said premises is proposed to be delivered by the developer to the allottee(s) within four years from the date of this agreement....</i>	
10.	Due date of possession	06.06.2018	20.06.2017
11.	Total sale consideration	Rs.54,97,450/- (page 52 of complaint)	Rs. 54,97,450/- (page 50 of complaint)
12.	Amount paid by the complainant	Rs.19,94,373/- (as per page 195 of complaint)	Rs. 19,94,371/- (as per page 187 of complaint)
13.	Payment plan	Construction linked plan	
14.	Occupation certificate	Not obtained as per DTCP site	
15.	Offer of possession	Not offered	

16.	Legal notice by complainant	14.02.2024
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B. Facts of the complaint: -

6. The complainants have made the following submissions: -
- a. That the respondent - M/s. ISHV Realtors Pvt. Ltd. (Formerly M/s. ISH Realtors Pvt. Ltd.) is a Company incorporated under the Companies Act, 1956 and is a builder & developer in Gurgaon, Haryana.
 - b. That the directors/officers of respondent company had approached complainant to purchase Retail Space/shop in respondent's upcoming commercial complex/project known as 'Skyline-109', in Sector -109, Gurugram, Haryana to be developed by it. It was represented and assured by them to the complainant that the said project 'Skyline-109' is a unique mixed-use development, featuring high-street retail, modern office space. They further represented and assured the complainant that the project 'Skyline-109' is located on 150 mtr. wide road with over 4 lakh Sq. Ft. area approx., strategically located and conveniently accessible from Delhi.
 - c. That the respondent represented and assured the complainant that they have all licenses, sanctions and permissions to develop the said commercial complex/project - 'Skyline-109'. They induced the complainant to purchase Retail Space/shop in commercial complex/project. The complainant agreed to purchase 1 retail space/shop (area 791 Sq. Ft. @ Rs.6,000/- per Sq. Ft.) in the proposed commercial complex/project for Basic Sale Price of Rs.47,46,000/- and the complainant made about 45% payment from time to time.
 - d. That a Space Buyers Agreement dated 06.06.2014 was signed and executed between the respondent and the complainant. The complainant

was allotted retail space No. 86 on Ground Floor (area 791 Sq. Ft.) based on construction linked-payment plan.

- e. That as per agreement, the respondent proposed to deliver possession of the space in 4 years from the date of the agreement, subject to availability of materials, slow down, or any delay due to notice/order of Government/public authority. The payments were dependent on progress of construction at site. As per terms and conditions of the Agreement and payment plan, if due to any reason, the respondent is not able to handover possession within the above-mentioned agreed time frame, the respondent shall be liable to pay penalty @ of Rs. 5 per Sq. Ft. per month as delay compensation to the complainant for the delayed period, which shall be adjusted in the balance payment.
- f. That as and when the complainant enquired about the progress of construction, the respondent kept on making excuses of non-availability of materials including cement, steel & other building materials and bricks, due to closure of Bricklin by NGT, periodic ban on construction by NGT due to pollution etc. and slowdown in real estate market. The complainant kept on believing the respondent. Then COVID-19 started from March, 2020 and went till March, 2022 and as per the respondent construction activities were shut during that period. Thereafter, the respondent started avoiding the calls and the visits made by the complainant to respondent's office(s) and meeting, which raised the concerns of the complainant regarding construction and possession of the space.
- g. That suspecting respondent's behaviour the complainant got worried and made inquiries and the complainant was shocked and outraged when recently on 06.10.2023, the complainant visited the site and found that

the respondent has not even started construction at site and there is no sign of any construction at all. The complainants were shocked and outraged to learn that the respondent on false representations, false promises and false assurances induced the complainant No.1 and Mrs. Bhopinder Kaur Kohli, misrepresented and extracted the payment of Rs.19,94,373/-, which amounts to cheating and fraud. The respondent has illegally utilized the payment for more than 10 years and has failed to deliver possession. Since the respondent has failed to handover possession within the above-mentioned agreed time frame of 4 years, which has expired on 05.06.2018, therefore, the respondent shall be liable to pay penalty @ of Rs. 5 per Sq. Ft. per month as delay compensation for the delayed period (w.e.f. 06.06.2018 till handover possession) to the complainants, which will be adjusted in the balance payment.

- h. That the complainants have further come to know that the respondent company has uploaded all the information about the project with new name- 'Yahshika Platina Street 109' on its websites <https://yashikabuilder.in> & www.ishvrealtor.in and has again offered all the spaces and shops for sale to general public. The bookings are being taken on phone number mentioned on the site which is 9355744545. No space/shop has been given to the complainants, who has already paid about 45% consideration way back in the year 2013-14 and have always been ready and willing to pay the balance sale consideration as per the construction linked payment plan annexed with the agreement. However, the respondent has not even started the construction at site and has failed to abide by the timeline to deliver possession. Due to the default and breach of agreement committed by the respondent and its failure to raise

the construction at site, the question of the complainants making further payment as per the construction linked payment plan has not arisen. The respondent has violated the terms and conditions of said agreement and has failed to construct the project in time and has also failed to deliver the possession of the said space to the complainants and have been making false excuses.

- i. That it is apparently clear that the complainants' and other buyers' money taken under the old project has been siphoned off. Admittedly, the complainants have made a payment of Rs.19,94,373/- to the respondent towards the purchase of space. The respondent having dishonest intention played fraud upon the complainants and thereby cheated him for a sum of Rs.19,94,373/- for allotment of said space, but the respondent have not developed any space to give possession to the complainants against the amount received. Even as on date the respondent no license, and permission to develop the commercial complex/project - 'Skyline-109'. The complainants have also learned that the respondent is not having funds to develop the project and has illegally siphoned off the money meant for the project and have not maintained proper accounts. And on the bases of which the complainants filed criminal complaint dated 13.02.2024 before Delhi Police.
- j. That as per clause 15 of said Agreement dated 06.06.2014, the respondent had to deliver possession within a period of 4 years, which expired on 05.06.2018. Admittedly, the respondent has miserably failed to handover possession as per Agreement. The respondent is demanding Rs.2.5 Lakh as car parking. As per law a parking is considered as part of common areas and are not saleable separately, independently or along-with Unit. Almost all terms of the Agreement are one sided. Supreme

Court in catena of Judgments ceased and desist builders from formulating and imposing such unfair condition in their agreement. The respondent has imposed highly arbitrary, unfair and unreasonable conditions on the allottees including the complainants. It is ex-facie clear that the respondent has violated the provisions of various statutes including Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987 and Haryana Urban Development (Disposal of Land & Buildings) Regulation, 1978, Haryana Development & Regulation of Urban Areas Act, 1975 and its Rules, 1976.

- k. That complainants sent a legal notice dated 14.02.2024 to respondent and directors of the respondent company. Despite service of the Legal Notice dated 14.02.2024, neither the respondent meets the demands made therein, nor sent any reply.
- l. That the respondent Company have not got registered the project in question under Section 3 of the Act, which is mandatory and the provision requires that in case of new project no promoter shall advertise or sale any area without registration with RERA and in case of the project that are ongoing at the time of the commencement of the Act and for which completion certificate has not been issued shall make an application to the authority for registration of the project within a period of 3 months from the date of commencement of the Act. Admittedly, the project in question requires registration under RERA, however, the respondent has not got it registered the project in question with the Authority and therefore, a *suo-moto* cognizance must be taken by the authority and as per Section 59 of the Act a penalty of 10% of the total estimated cost of the project must be imposed on the respondent for the contravention.

C. Relief sought by the complainants:

7. The complainants have sought following relief:

- a. To direct the respondent to construct handover possession of space No. 86 on Ground Floor (area 791 Sq. Ft.) in the commercial project to complainants after completing the construction with all approvals, sanctions, permissions, CC & OC and after providing all facilities Etc. as per Space Buyer Agreement 06.06.2014; and as per stagewise/floor-wise construction, allow complainants to make further stagewise payments as per the construction linked payment plan Annexed with the said Space Buyer Agreement dated 06.06.2014 after deducting/adjusting penalty @ of Rs. 5 per Sq. Ft. per month as delay compensation for the delayed period (w.e.f. 06.06.2018 till handover of possession) and direct respondent to Execute sale/conveyance/transfer deed of the space in favour of the complainant.
- b. Refrain the respondent from allotting the retail space No. 86 on Ground Floor (area 791 Sq. Ft.) in the said commercial complex/project - 'Skyline-109', allotted to complainants under Space Buyer Agreement dated 06.06.2014.

D. Reply filed by the respondent:

8. The respondent has contested the complaint on the following grounds:
- a. That the present complaint is neither maintainable nor tenable in the eyes of law and is liable to be dismissed.
 - b. That the complainants have no locus-standi and cause of action to file the present complaint. That the complainant has failed to furnish any document on record showing his locus to file the present case.

- c. That the Respondent Company has and continues to conduct its operation in good faith and with the endeavor to successfully deliver its projects.
- d. However, due to unforeseen circumstances and force majeure, the company faced huge losses because of which the project, could not be completed.
- e. Moreover, there has been a change in the directorship of the Respondent Company in the year 2023 and since then the new directors namely Sh. Amit Yadav and Sh. Mahesh Yadav have been endeavoring to revive the company from the losses suffered over the years. That even the name of the company has been changed and the rights and liabilities have also been restructured.
- f. That the complainant has suppressed and concealed the true and material facts and has not approached the Authority with clean hands. That despite its various efforts, the force majeure event rendered the respondent company to unable to complete the project.
- g. That the respondent company under the directorship of the previous directors had also gone till doors of insolvency, but upon the induction of the aforementioned new directors, the company was saved from the deadly clutches of insolvency because of their diligent efforts.
- h. That the respondent despite, various efforts are unable to complete the project and handover the possession of the unit to the complainant within the requisite timelines as promised by the previous directors.
- i. The respondent is unable to provide the allotted unit to the complainant in such circumstances not only because of financial reason but also on technical grounds that there is license of the project

is already expired and under the process of extension. Further approvals from the other government authorities are also pending and because of which the relief of handing over the units to the complainants cannot be granted.

- j. That at the stage of reviving itself and it will cause grant hardship for the respondent to complete the project and handover the units to the complainant within the timelines.
- k. That the complainant had paid the amount of Rs.17,61,954/- in the nooks of the respondent company.
- l. Thereby, the respondent is willing to refund the above-mentioned amount of the complainant in instalments, as the failure on the part of the erstwhile directors to fulfil the terms of the agreement and handover the possession to the complainant.

9. Copies of all the relevant documents have been filed and placed on 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

10. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.I Territorial jurisdiction

11. 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

12. 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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder."

13. So, in view of the provisions of the Act of 2016 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 regarding relief sought by the complainants.

- F.I. To direct the respondent to construct handover possession of space No. 86 on Ground Floor (area 791 Sq. Ft.) in the commercial complex/project - 'Skyline-109' in Sector -109, Gurugram, Haryana to complainants after completing the construction with all approvals, sanctions, permissions, CC & OC and after providing all facilities Etc. as per Space Buyer Agreement 06.06.2014; and as per stagewise/floor-wise construction, allow complainants to make further stagewise payments as per the construction linked payment plan Annexed with the said Space Buyer Agreement dated 06.06.2014 after deducting/adjusting penalty @ of Rs. 5 per Sq. Ft. per month as delay compensation for the delayed period (w.e.f. 06.06.2018 till handover of possession) and direct respondent to**

Execute sale/conveyance/transfer deed of the space in favour of the complainant.

F.II. Refrain the respondent from allotting the retail space No. 86 on Ground Floor (area 791 Sq. Ft.) in the commercial complex/project - 'Skyline-109', allotted to complainants under Space Buyer Agreement dated 06.06.2014.

14. The above-mentioned reliefs sought by the complainant, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.

15. In the present matter the complainant purchased a commercial unit bearing no. 86, Ground floor, admeasuring 791 sq. ft. (super area) in the project Platina Street 109, Sector 109, Gurugram. The complainant paid an amount of Rs.19,94,373/- against the total sale consideration of Rs.54,97,450/-. An agreement was executed between the complainant and the respondent on 06.06.2014 and according to clause 15 of the agreement the respondent was obligated to complete the construction of the project and hand over the possession of the subject unit within 4 years i.e. 06.06.2018. The occupation certificate for the project has not yet been obtained from the competent Authority.

16. On 25.06.2025, the counsel for the complainant states that the respondent has changed the name of the project from skyline 109 to that of Platina Street 109. Further, the name of the respondent company has also been changed from that of Ish Realtors to ISHV Realtors Pvt. Ltd. and the complainant is apprehensive that the respondent is going to sell the unit of the complainant under the grab of new project. The complainant also annexed copies of brochure and marketing literature in this regard. After bare perusal of documents placed on record by the complainant the Authority observe that there are prima facie sufficient grounds to grant

interim relief to the complainant. Then the respondent was directed not to cancel the unit of the complainant or create any third-party rights in the same. Further the Planning branch of the Authority are directed to visit the site and submit a report w.r.t. the status of the project. The same has been done and submitted by the Engineering Officer of the Authority.

17. The Engineering Officer of the Authority visited the site on 18.07.2025 and submit the detailed site report along with the site photographs. The conclusion of the site visit mentioned below:-

"7. Conclusion

The site of the project namely "Platina Street 109' located at Sector 109, Gurugram being developed by M/s Ishv Realtors Pvt. Ltd. Has been inspected on 18.07.2025 and it is concluded that :

- I. The Promoter has started the construction work recently on the project site. As on date, the work of foundation and third level basement is progressing at site.*
- II. The complainant unit is allotted at ground floor level and till date, construction work at basement level is progressing.*
- III. The photographs captured at the time of site inspection of the project are attached herewith as annexure-B for reference please."*

18. The respondent filed additional reply on 27.11.2025 and states that the shop no. allotted to the complainant does not exist on ground floor as per changed layout plan and new building plan and layout was approved by the competent authority. Further he states that he is ready to refund the amount paid by the complainant along with interest.

19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

“Section 18: - Return of amount and compensation
(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”

20. Clause 15 of the agreement for sale is reproduced below:-

15.Possession of the unit
*That the possession of the said premises is proposed to be delivered by the developer to the allottee(s) **within four years** from the date of this agreement.....”*

(Emphasis supplied)

21. **Due date of possession:** As per clause 15 of the BBA, the possession of the allotted unit was supposed to be offered within a stipulated timeframe i.e. with four years. Accordingly, the due date of possession comes out to be 06.06.2018. The occupation certificate for the project has not yet been obtained from the competent authority.

22. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to Section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

“Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the

*“interest at the rate prescribed” shall be the State Bank of India highest marginal cost of lending rate +2%.:
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.”*

23. The definition of term ‘interest’ as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*“(za) “interest” means the rates of interest payable by the promoter or the allottee, as the case may be.
Explanation. —For the purpose of this clause—
(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;”*

24. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 07.04.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
25. **Rate of interest to be paid by complainant/allottee for delay in making payments:** The definition of term ‘interest’ as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate

of interest which the promoter shall be liable to pay the allottee, in case of default.

26. Therefore, interest on the delay payments, if any from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
27. The respondent in its reply dated 27.11.2025 brought to the of the Authority that the respondent is not in position to offer possession of the unit due to change in layout plan which has been revised as per statutory compliance and hence, the respondent can refund the amount paid by the complainant due to non-availability of the unit as per revised layout plan.
28. Further, the respondent submitted that due to revised layout plan the 16 floors apartment has been reduced to 7 floors and as per buyer's agreement dated 06.06.2014, the complainant's unit is on ground floor. And as a result of statutory change which was necessary for the construction and completion of the project, the units initially allotted to several allottees including the unit of the complainant cannot be accommodated in the new plan.
29. After considering all the afore-mentioned submissions made by both the parties, the Authority is of view that the project is in existence and developed by the same respondent only, thus the respondent is obligated to reinstate the allotment of the complainant. Furthermore, in case the unit of the complainant is not in existence, the respondent is directed to allot an alternate unit of equivalent dimensions within the same project and at the original price agreed with the complainant followed by the execution of the builder buyer's agreement between the parties. Further, the possession of the unit shall be handed over to the complainant after

obtaining occupation certificate/CC/Part CC from the competent authority as per obligation under Section 1194)9b) read with section 17 of the Act, 2016 and thereafter, the complainant is obligated to take the possession within 2 months as per Section 19(10) pf the Act, 2016. The rationale behind the same is that the allottee purchased the subject unit way back in 2014 and paid the demanded amount in hope to get possession of the allotted unit.

- 30.** On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 15 of the agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 06.06.2018. However, till date no occupation certificate has been received by respondents and neither possession has been handed over to the allottee till date. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement executed between the parties. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
- 31.** Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. w.e.f. 06.06.2018 till date of valid offer of possession plus 2 months after obtaining

occupation certificate from the competent authority or actual handing over of possession, whichever is earlier at prescribed rate i.e., 10.80% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

F.III. The respondent shall not charge anything from the complainant which is not part of Agreement.

32. The respondent shall not charge anything from the complainant which is not the part of the agreement.

F.IV. Execute Conveyance Deed

33. The Authority observes that the conveyance has been subjected to all kinds of terms and conditions of agreement and the complainants not being in default under any provisions of agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. A reference to the provisions of sec. 17 (1) and proviso is also must and which provides as under:-

"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."

34. The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainant. The respondent is directed to execute the conveyance deed within one months after obtaining Occupation certificate from the competent Authority.

G. Directions of the Authority

35. Hence, the Authority hereby passes this order and issue 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):
- a. The respondent is directed to reinstate the allotment of the complainant. In case the unit of the complainant is not available, the respondent is directed to allot alternate unit of equivalent dimensions within the same project and at the original price agreed with the complainant followed by execution of builder buyer's agreement between parties.
 - b. The respondent is directed to pay the interest at the prescribed rate i.e. 10.80 % per annum for every month of delay on the amount paid by the complainant from the due date of possession i.e., 06.06.2018 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per proviso to section 18(1) of the Act read with rule 15 of the rules.
 - c. The arrears of such interest accrued from the due date of possession till the date of order by the Authority shall be paid by the promoter within 90 days from the date of this order and interest of every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.

- d. The respondent is directed to hand over the actual physical possession of the unit to the complainants within 2 months after obtaining occupation certificate.
 - e. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
 - f. The respondent is directed to executed conveyance deed of the allotted unit after obtaining occupation certificate in favour of the complainant in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.
 - g. The respondent shall not charge anything from the complainant which is not the part of the agreement.
36. This decision shall mutatis mutandis apply to both complaints.
37. Complaint stands disposed of. True certified copy of this order shall be placed in the case file of each matter.
38. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 07.04.2026