



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY		23
Day and Date	Thursday and 13.02.2025	
Complaint No.	CR/3749/2023 Case titled as Abhinna Agarwal and Meghna Agarwal VS ISHV Realtors Private Limited	
Complainant	Abhinna Agarwal and Meghna Agarwal	
Represented through	Shri Amit Chahal Advocate	
Respondent	ISHV Realtors Private Limited	
Respondent Represented	Ms. Sanya Arora Advocate	
Last date of hearing	24.01.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint has been received on 21.08.2023 and registered as complaint no. 3749 of 2023 and the reply was received on 04.03.2024.

On the last date of hearing i.e., 27.09.2024, the proxy counsel of the respondent requested for an adjournment to amicably settle the matter as an alternate unit in the adjoining Tower is being offered to the complainant-allottee.

Succinct facts of the case are as under:

S.N.	Particulars	Details
1.	Name of the project	"Skyline 109", Sector 109, Gurugram.
2.	Nature of project	Commercial Colony
3.	DTCP License no.	24 of 2011 from 24.03.2011 up to 23.03.2015
4.	Name of licensee	Jitender S/o Meer Singh and three others
5.	RERA Registered	Not Registered
6.	Shop no.	21 on 1 st floor (As per page no. 24 of the complaint)
7.	Area admeasuring	Super Area 556 sq. ft. (As per page no. 24 of the complaint)
8.	Date of builder buyer agreement	22.08.2013 (As per page no. 22 of the complaint)



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CR/3149/2023

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9.	Possession clause	15. <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. If the completion of the said Building is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the DEVELOPER, lock out or civil commotion or by reason of war of enemy action or terrorist action or earthquake or any act of God or non-delivery of possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in action of building / zoning plans / grant of completion / occupation certificate by any Competent Authority or for any other reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for delivery of possession of the said premises. The DEVELOPER as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the DEVELOPER so warrant, the DEVELOPER may suspend the Scheme for such period as it might consider expedient.</i> <i>(Emphasis supplied)</i>
12.	Due date of possession	22.08.2017 (Note: Due date to be calculated 4 years from the date of this agreement i.e., 22.08.2013)



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13.	Total sale consideration	Rs.37,37,432/- (As per page no. 24 of the complaint)
14.	Paid up amount	Rs.10,78,496/- (As stated by the complainant on page no. 7 and 14 of the complaint and as per clause 5 of BBA on page no. 28 of the complaint)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

The complainants have sought the following reliefs:

- Direct the respondent to pay delay possession charges calculated from August 2017 at the prescribed rate of interest till the date of delivery of possession.
- Direct the respondent to complete the construction of the unit of the complainants and deliver its possession to the complainants.
- Direct the respondent to execute and register conveyance deed of the unit in favor of complainants within 1 month from the date of delivery of possession.
- Direct the respondent to expunge the prejudicial clauses from the flat buyer's agreement or to amend the flat buyer agreement so as to bring it in conformity of the Real Estate (Regulation and Development) Act, 2016. The Authority may declare that the clauses indicated in the complaint are one sided, prejudicial, arbitrary and not binding upon the parties.
- Direct the respondent to pay the amount of Rs.1,00,000/- as litigation expenses.

The counsel for the respondent states that the respondent is not in a position to offer possession of the unit due to change in the layout plan which has been revised as per statutory compliance and an intimation was sent to the complainant- allottee and hence, the respondent can refund the amount paid by the complainant due to non-availability of the unit as per revised layout plan.

The counsel for the complainant states that an agreement was duly executed on 22.08.2013 and as per the same, possession of the unit is required to be handed over on 22.08.2017 and the complainant has paid substantial consideration amount but the unit is neither completed nor offer of possession and is seeking DPC along with other relief. Further, the complainant has not received any



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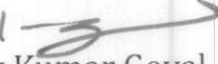
intimation for revision of the plan and has not consented to the same.

Arguments heard.

Order reserved.

Parties may file brief written submissions within a period of 3 weeks with an advance copy to each other.

Matter to come up on 27.03.2025 for pronouncement of order.

V. I. 
Vijay Kumar Goyal
Member
13.02.2025