

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

**Complaint no.:** 2030 of 2023  
**Date of first hearing:** 14.09.2023  
**Date of Order:** 06.03.2025

1. Hitesh Gupta

2. Sakshi Gupta

**Both R/o:** -7 FF, Block K, 6.1 Street, Vatika India  
Next, Sector-83, Sikanderpur Badha, Gurugram.

**Complainants**

**Versus**

M/s Elan Buildcon Pvt. Ltd.

**Office at:** 3<sup>rd</sup> floor, Golf View Corporate Tower,  
Golf Course Road, Sector-42, Gurugram,  
Haryana.

**Respondent**

**CORAM:**

Shri. Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Harsh Jain (Advocate)

Sh. Ishaan Dang (Advocate)

**Complainants  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainants/allottees 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 there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**



2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project and location	Elan Miracle, Sector 84, Gurugram, Haryana
2.	Project area	5.91875 Acres
3.	Project type	Commercial Colony
4.	DTCP License	34 of 2014 dated 12.06.2014
	valid up to	11.06.2019
	Licensee name	Bajaj Motors(P) Ltd. and others
5.	RERA Registered/ not registered	Registered vide no. 190 of 2017 dated 14.09.2017 valid up to 13.09.2023
6.	Unit no.	KIOSK-12-A, Second floor, block-retail /commercial (Page no. 47 of the complaint)
7.	Revised unit no.	FS-046-A second floor, Food court (As per page no. 59 of the complaint)
8.	Unit area	300 sq. ft. (super area) (As per page no. 47 of the complaint)
9.	Revised unit area	382 sq. ft. (super area) (As per page no. 59 of the complaint)
10.	Date of booking application	19.06.2017 (As per page no. 47 of the complaint)
11.	Allotment letter	22.09.2017 (As per page no. 47 of the complaint)
12.	Date of apartment buyer's buyer agreement	22.08.2022 (Mentioned in the agreement to sell) (As per page no. 53 of the complaint)
13.	Possession clause	<b>7. POSSESSION OF THE UNIT:</b> <b>7.1 Schedule for Possession of the said Premises/Unit -</b> The Promoter agrees and understands that timely delivery of possession of the said premises / unit to the allottee(s) and the common areas to the association of allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said premises / unit along with ready





and complete common areas with all specifications, amenities and facilities of the project in place within a period of 48 (forty eight) months from the date of this Agreement with an extension of further twelve months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said premises/unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allottee(s) subject to deduction of non-refundable amounts including but not limited to return on investments paid/payable by the Promoter to the Allottee(s). The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee (subject to deduction of non-refundable amounts including but not limited to return on investments paid/pavable by the Promoter, interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s) /incentive(s) paid by the developer/discount(s) given, taxes/statutory levies paid/payable, if any)], the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is however clarified that if the developer offer the possession of the unit before the stipulated timeline as mentioned above, the allottee(s)

*A*



		shall take the possession without any protest or demur. (As per page no. 96 of the reply)
14.	Due date of possession	22.02.2027 (Note: Due date to be calculated 48 months from the date of registration of buyer's agreement with the sub-registrar i.e., 22.08.2022 plus grace period of 12 months)
15.	Total sale consideration	Rs.27,72,000/- (for unit no.KIOSK-12-A) (As per applicant ledger on page no. 93 of the complaint)
16.	Revised total sale consideration	Rs.35,29,680 /- (for unit no.FS-046-A) (As per payment plan on page no. 86 of the complaint)
17.	Amount paid by the complainants	Rs.36,06,057/- (for unit no.FS-046-A) (As per receipt information at page no. 141 of the reply)
18.	Offer of possession for fit out	27.07.2022 (Without obtaining OC) (As per page no. 126 of the reply)
19.	Occupation certificate	15.03.2023 (As per page no. 136 of the reply)
20.	Information regarding OC and take over the possession	22.03.2023 (As per page no. 139 of the reply)
21.	Amount paid by the respondent in lieu of assured return	Rs.7,20,908/- (As per page no. 12 of the reply)

### B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:
  - I. That the original allottees applied for a unit in the project of the respondent called "Elan Miracle" situated at Sector 84, Gurgaon and received a provisional booking on the said date.
  - II. That relying upon the assurances and representations of the respondent, the original allottees got allotment letter on 22.09.2017 for

12





a commercial unit bearing no. KIOSK-12-A on second floor measuring 300 sq. ft. in the above said project. The complainants opted for a "Special Fixed Return Payment Plan".

- III. That the commercial unit buyer's agreement for unit bearing no. FS-046-A on second floor measuring 382 sq. ft. was executed between the original allottees and the respondent after a considerable delay of more than 6 years for a total sale price of Rs.35,29,680/-. According to clause 7.1 of the commercial unit buyer's agreement, the possession was required to be delivered within 48 months from the date of execution of the buyer's agreement with an additional grace period of 12 months.
- IV. That the respondent received a 100% amount of the sale consideration (inclusive of basic sale price, development charges) before entering into an agreement for sale in violation of Section 13(1) of the Act of 2016.
- V. That the original allottees paid an initial amount of Rs.13,16,700/- towards booking payment and receipts for the same was issued by the respondent.
- VI. That the complainants through its employee in order to see the status of his project tried to contact the respondent but respondent never provide the satisfactory answers to the complainants and thereafter the complainants sent an e-mail to the respondent dated 01.07.2020 but no response/revert came from the respondent.
- VII. That the respondent without informing the allottees send a re-allocation letter and changed the unit of the allottees from commercial unit bearing no. KIOSK-12-A on second floor measuring 300 sq. ft. to commercial unit bearing no. FS-046-A on second floor measuring 382 sq. ft.

A





- VIII. That the original allottees endorsed the commercial unit buyer's agreement for the above-mentioned unit dated 31.03.2023 in favour of the present complainants.
- IX. That the complainants paid an amount of Rs.35,57,276/- till now to the respondent against the commercial unit booked in respondent's project which is more than 100% of the total sale consideration.
- X. That as per the provisional booking letter dated 30.06.2017 the respondent has to pay as sum of Rs.11,550/- per month as assured return to the complainants which is now increased as per the amount paid by the complainants to Rs.22,275/- per month.
- XI. That after timely payment against each and every demand letter, the complainants were hoping that they will get the promised assured return from the respondent as per the provisional booking letter terms and conditions of their commercial unit. Unfortunately, on regularly reminding the respondent, it was realized by the complainants that the payment of the assured return was not as per the terms and conditions of the provisional booking letter. This fact was brought to the knowledge of the respondent repeatedly through personal visits, letters, phone calls and e-mail but the respondent merely assured that the payment of the assured return of the commercial unit would be paid as per the dates specified in the letter without making any substantive delay. However, despite several assurances, the respondent failed/neglected the payment of assured return of the commercial unit in time.
- XII. That after losing all hope from the respondent in terms of getting promised assured return and the interest on the same period of more than 2 years since 10.06.2021 and having shattered the dreams of a proper and timely payment of the assured return of the commercial unit





as per the provisional booking letter, the complainants approached the Hon'ble Authority for redressal of his grievance.

- XIII. That the respondent acted in a very deficient, unfair, wrongful, fraudulent manner by not providing the possession and by not paying the promised assured return of the said unit/ to the complainants. The respondent is therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainant due to the aforesaid illegal and wrongful acts of respondent.
- XIV. That the respondent is guilty of deficiency in service, unfair trade practice, giving incorrect and false statement while selling the said unit/ commercial unit to the complainant within the purview of provisions of the Act of 2016 and applicable rules. The complainants have suffered losses on account deficiency in service, unfair trade practice, giving incorrect and false statement.
- XV. That the present complaint is within the prescribed period of limitation. The complainants have not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s):
- Direct the respondent to pay the assured return to the tune of as per agreed terms.
  - Direct the respondent to handover the peaceful possession and execution of the conveyance deed to the complainants.
5. On the date of hearing, the authority explained to the respondent/promoter about the contravention 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:**





6. The respondent has contested the complaint on the following grounds:

- I. That the complainants had approached the respondent expressing an interest in the purchase of a commercial unit in the commercial complex being developed by the respondent known as "ELAN MIRACLE", situated in Sector -84, Gurugram. The complainants had opted for a special fixed return payment plan.
- II. That thereafter, the complainants were allotted a commercial space tentatively admeasuring 300 sq. ft. super area bearing Kiosk/Unit No. KIOSK-12-A on the second floor. The terms and conditions forming part of the application form were duly understood and accepted by the original allottees.
- III. That the respondent issued letter dated 30.06.2017 whereby it agreed to pay to the complainants a fixed amount of Rs.11,550/- per month in accordance with the terms and conditions set out therein. It was clarified that offer of possession shall not be dependent upon grant of completion certificate and/or occupation certificate and that the respondent shall stand discharged of its liabilities after offer of possession. It is submitted that the complainants have received Rs.7,20,908/- as assured return with effect from 30.06.2017 till June 2021, upon application for issuance of the occupation certificate.
- IV. That the buyer's agreement was forwarded to the complainants on 17.10.2018 for execution. That in the meantime, the complainants approached the respondent and requested for allotment of alternate unit being Kiosk No. FS-046A located on the second floor of the project. The request made by the complainants was accepted by the respondent and allotment of Kiosk no. 12-A was cancelled.
- V. That thereafter the complainants and the respondent entered into the buyer's agreement dated 22.08.2022 registered with sub-registrar on

*A*





- 31.03.2023. That in the meantime, the respondent duly completed construction of the project and made an application to the competent authority on 09.06.2021 for issuance of the Occupation Certificate.
- VI. That vide letter dated 19.06.2021, the respondent informed the complainants that the Occupation Certificate for the project in question has been applied on 09.06.2021. The complainants were also informed that they would no longer be entitled to get the fixed amount with effect from the date of application for the occupation certificate. Pertinently, clause 7.2 of the buyer's agreement dated 22.08.2022 also provides that the respondent, upon applying for the occupation certificate shall offer possession of the premises to the allottee.
- VII. That vide letter dated 27.07.2022, the respondent sent offer of possession for fit-outs to the complainants whereby the respondent requested the complainants to take possession of unit after clearing their outstanding clear dues as per the attached statement. The complainants were informed that there was an increase in the super area of the unit allotted, from 300 sq. ft. to 382 sq. ft. Consequently, the payments to be made by the complainants stood revised. The respondent has offered the possession of the units in the project for fit outs at their end keeping in view the interest of all the allottees in mind so that as and when the occupation certificate was issued by the Town and Country Planning Department, Haryana, the commercial operations from the units could be commenced without there being any loss of time.
- VIII. That as per clause 31 of the agreement it is evident that the super area of the unit is tentative and that the same is determined upon completion of construction. In case of any increase in super area, the allottees shall





have to make payment for such increase and in the event of decrease in super area, the proportionate amount shall stand refunded.

- IX. That pertinently, after receipt of the offer of possession letter dated 27.07.2022 and after execution of the buyer's agreement dated 22.08.2022, the complainants refrained from making payment of the demanded amounts and from taking possession of the unit.
- X. That the respondent gave various opportunities to the complainants to clear their outstanding dues. Letters and reminders dated 05.09.2022, 10.10.2022, 14.04.2023, and 16.05.2023 amongst others were issued to the complainants reminding to clear their outstanding dues. However the said reminders were ignored by the complainants.
- XI. That it is pertinent to mention herein that in terms of clause 5 read with clause 9.3 of the buyer's agreement, time is the essence with respect to complainant's obligation to pay the sale consideration as provided in the payment schedule and in case of delay in making payment, the respondent shall have the right to terminate the provisional allotment/ agreement and forfeit the booking amount and other amounts as specified in the buyer's agreement.
- XII. That in terms of clause 7 of the buyer's agreement, possession of the unit was agreed to be offered to the complainants within 48 months from the date of execution of the buyer's agreement, with grace period of 12 months and subject to force majeure conditions and events beyond the power and control of the respondent. The buyer's agreement was executed on 22.08.2022. Hence the respondent has offered possession of the unit to the complainants, well before the agreed time lines for delivering possession.
- XIII. That instead of coming forward to take possession even after issuance of the pre cancellation notice, the complainants refrained from making





payment of balance amounts and taking possession of the unit and have instead proceeded to file the present false and frivolous complaint on baseless grounds. It is respectfully submitted that evidently the complainants are not interested in taking possession of the unit but are seeking false and frivolous pretexts to avoid their contractual obligations under the buyer's agreement.

**E. Jurisdiction of the authority:**

7. The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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**

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

9. 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 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;*

10. 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 pay the assured return to the tune of as per agreed terms.**

11. The respondent has submitted in its reply that vide letter dated 30.06.2017, it committed to pay a fixed amount of Rs.11,550/- per month to the complainants at the time of provisional booking until the offer of possession was issued to the complainants. The total sale consideration for the initially allotted space i.e., KIOSK 12-A was Rs.27,72,000/- and for revised allotted space was Rs.35,29,680/- of which the complainants have already paid Rs.36,06,057/-.

12. The letter dated 30.06.2017 regarding the "*terms and conditions for fixed amount on provisional booking*" can be considered as an agreement for sale interpreting the definition of the agreement for "agreement for sale" under section 2(c) of the Act and broadly by taking into consideration the objects of the Act. Therefore, the promoter and allottee would be bound by the obligations contained in the memorandum of understandings and the promoter shall be responsible for all obligations, responsibilities, and functions to the allottee as per the agreement for sale executed inter-se them under section 11(4)(a) of the Act. An agreement defines the rights and liabilities of both the parties i.e., promoter and the allottee and marks the start of new contractual relationship between them. This contractual relationship gives rise to future agreements and transactions between them. One of the integral parts of this agreement, the letter dated



30.06.2017 is the transaction of assured return inter-se parties. The "agreement for sale" after coming into force of this Act (i.e., Act of 2016) shall be in the prescribed form as per rules but this Act of 2016 does not rewrite the "agreement" entered between promoter and allottee prior to coming into force of the Act as held by the Hon'ble Bombay High Court in case **Neelkamal Realtors Suburban Private Limited and Anr. v/s Union of India & Ors.**, (Writ Petition No. 2737 of 2017) decided on 06.12.2017. Since the agreement defines the buyer-promoter relationship therefore, it can be said that the agreement for assured return between the promoter and allottee arises out of the same relationship. Therefore, it can be said that the Authority has complete jurisdiction to deal with assured return cases as the contractual relationship arise out of agreement for sale only and between the same parties as per the provisions of section 11(4)(a) of the Act of 2016 which provides that the promoter would be responsible for all the obligations under the Act as per the agreement for sale till the execution of conveyance deed of the unit in favour of the allottees.

13. There is a contractual relationship between the complainants and the respondent which is governed by the builder buyer's agreement executed between them. However, it is seen that the drafting of the clauses in the builder buyer's agreement are not only vague and uncertain but so heavily loaded in favour of the promoter and by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter. In the present case, the respondent/builder have misused its dominant position and drafted a clause in the letter containing terms and conditions for fixed return, which are completely vague and against the statutory rights of the complainants/allottee whereby it says that ***the offer of possession is not dependent on the grant of occupation certificate.***



14. The Authority would express its views regarding the concept of a "valid offer of possession". It is necessary to clarify this concept because, after a valid and lawful offer of possession, the liability of the promoter for the delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, the liability of the promoter continues till a valid offer is made and the allottee remains entitled to receive interest for the delay caused in handing over of possession. The Authority after a detailed consideration of the matter has concluded that a valid offer of possession must have the following components:

- a. *The possession must be offered after obtaining an occupation certificate/completion certificate.*
- b. *The subject unit must be in a habitable condition.*
- c. *Possession should not be accompanied by unreasonable additional demands.*

15. In the present case, the essential condition for a valid offer of possession has not been met. The occupation certificate for the project in which the subject unit is located was issued by the relevant authority on 15.03.2023. However, the respondent had offered possession for the fit-outs of the allotted unit prior to obtaining this certificate, specifically on 27.07.2022. Consequently, this offer does not constitute a valid offer of possession. Accordingly, the respondent is hereby directed to provide possession of the unit to the complainant within 30 days from the date of this order.

16. The counsel for the respondent vide proceedings of the day dated 09.01.2025 brought to the notice of the Authority that the details of assured return paid by the respondent is given at Annexure R5 (page no. 73 of the reply) which amounts to Rs.7,20,908/-. He further stated that as per clause 4 of letter dated 30.06.2017 (Annexure R4), the assured return is to be paid



only till offer of possession and no assured return is to be paid beyond the said period.

17. The complainants have filed its written submissions on 23.01.2025 and submitted that the respondent has demanded an amount of Rs.9,36,460/- at the time of offer of possession for fit-outs made on 27.07.2022. It was further submitted that the complainants paid an amount of Rs.6,32,000/- to the respondent after deducting an amount of Rs.3,04,460/- towards the assured return from 10.06.2021 till 27.07.2022 and along with that an intimation was sent to the respondent regarding the same for which no objection has ever been raised by the respondent till date.
18. The complainants further submitted in its written submissions that the assured return amount was increased to Rs.22,275/-, which is to be paid by the respondent till offer of possession. Upon reviewing the details of assured return on page 73 of the reply, the Authority notes that the respondent/promoter paid Rs.11,550/- from July 2017 to March 2018, Rs.11,807/- for April 2018, and Rs.12,251/- from May 2018 to July 2019, Rs.13,329/- for August 2019, Rs.15,592/- from September 2019 to March 2021. However, the Authority finds that there is no documentary evidence supporting the increase in the assured return amount beyond what is stated in the letter dated 30.06.2017, which is the only document available regarding the assured return. According to this agreement, the respondent is directed to pay a fixed amount of Rs.11,550/- per month from the date of provisional booking, 30.06.2017, till the offer of possession, after deducting the amounts already paid by the respondent on account of assured returns.
19. The offer for fit-out made by the respondent on 27.07.2022 is not a valid offer of possession as the same does not fulfil the essential components of a valid offer of possession. The occupation certificate for the project was obtained on 15.03.2023 and the same was intimated to the complainants on

12



22.03.2023 to take over the possession. Thus, the same can be considered as a valid offer of possession. Therefore, the Authority hereby directs the respondent to pay the unpaid assured return of Rs.11,550/- per month from 30.06.2017 till the date of intimation of OC i.e., 22.03.2023.

**F.II Direct the respondent to handover the peaceful possession and execution of the conveyance deed to the complainants.**

20. The complainants are seeking handover of peaceful possession of the unit in terms of the apartment buyer's agreement dated 31.03.2023. As per clause 7.1, the respondent has to deliver the possession of the unit with 48 months from the date of this agreement with further extension of 12 months to the complainants. The relevant portion of the clause is reproduced below for the ready reference:

**7. POSSESSION OF THE UNIT:**

**7.1 Schedule for Possession of the said Premises/Unit** - The Promoter agrees and understands that timely delivery of possession of the said premises / unit to the allottee(s) and the common areas to the association of allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said premises / unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place within a period of 48 (forty eight) months from the date of this Agreement with an extension of further twelve months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").

21. In the present complaint, the respondent has obtained the occupation certificate on 15.03.2023 and thereafter on 22.03.2023 an intimation regarding obtaining of occupation certificate and to take over the possession has been sent to the complainants. Thus, it can be said that a valid offer of possession has been made by the respondent on 22.03.2023, and under section 19(10) of the Act of 2016, the allottee is under an obligation to take the possession of the unit within a period of two months after receipt of the occupancy certificate issued for the said unit. Thus, the complainants are directed to take the possession of the subject within 30



days from this order on payment of outstanding dues, if any remains after adjustment of payable assured returns by the respondent.

22. In terms of the clause 10 of the buyer's agreement and as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. 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.

23. As the respondent has already made an offer of possession on 22.03.2023, thus the respondent is directed to get the conveyance deed executed within 90 days from handing over of possession.

#### **H. 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 respondent is directed to pay the unpaid assured return of Rs.11,550/- per month from 30.06.2017 till the date of intimation of obtaining of occupation certificate i.e., 22.03.2023.
- ii. The respondent is directed to pay arrears of accrued assured return as per the letter of assurance dated 30.06.2017 till the date of obtaining occupation certificate at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainants, and failing which that amount would be payable with interest @9.10% p.a. till the date of actual realization.
- iii. The complainants are directed to take the possession of the unit within 30 days from this order on payment of outstanding dues, if any remains







**HARERA**  
**GURUGRAM**

Complaint No. 2030 of 2023

after adjustment of payable assured returns and the respondent shall get the conveyance deed executed in next 90 days.

iv. The respondent shall not charge anything from the complainants which is not the part of the agreement of sale.

25. Complaint stands disposed of.

26. File be consigned to registry.

Dated: 06.03.2025



*V.I.*  
**(Vijay Kumar Goyal)**  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram

**HARERA**  
**GURUGRAM**