

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

Complaint no.: 3158 of 2023
Date of filing: 18.07.2023
Decided on: 21.03.2025

1. Mrs. Kusum Lata Dabas
2. Mr. Manish Dabas

Both R/o: - Flat No. T3 - 003, Raheja Shilas,
Sector - 109, Gurugram, Haryana

Complainants**Versus**

M/s Clarion Properties Ltd.

Regd. Office at: - 129, Manish Plaza 20 Ansari Road,
Darya Ganj, New Delhi, Central Delhi - 110002

Respondent**CORAM:**

Shri Ashok Sangwan

Member**APPEARANCE:**

Ms. Shikha (Advocate)
Shri Arul Prakash (Advocate)

Complainant
Respondent

ORDER

1. This 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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details.

- 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.	Heads	Information
1.	Project name and location	"The Hive", Sector-102, Gurugram
2.	Nature of the project	Commercial Colony
3.	DTCP license no. and validity status	93 of 2012 dated 05.09.2012 valid up to 04.09.2020 31 of 2014 dated 12.06.2014 valid up to 11.06.2019 30 of 2014 dated 12.06.2014 valid up to 11.06.2024
4.	RERA registered/ not registered	Registered dated 17.10.2017 vide no 316 of 2017 valid up 16.11.2024
5.	Application dated	18.08.2019 [Page no. 33 of reply]
6.	Shop no.	F-122, admeasuring 666 sq.ft. Increased to 689 sq. ft. [Page no. 44 of complaint]
7.	Date of execution of buyers' agreement	04.10.2019 [Page no. 40 of complaint] -
8.		

9.	Due date of delivery of possession	04.04.2024 (Calculated from 42 months from the start of construction or execution of agreement whichever is later with additional grace period of 12 months. (At page at page 20-21 of complaint affidavit cum declaration dated 29.07.2017)
10.	Assured return	Rs. 38,922/- per month from 01.01.2021 till offer of possession (page 125 of complaint mail dated 09.09.2022) Amount adjusted - Rs. 7,39,428/- which was to be adjusted at the time of offer of possession. Instead of Rs. 9,73,050/- (Page 10 of complaint)
11.	Total sale consideration	Rs. 47,54,094/- (As per BBA at page 45 of complaint)
12.	Total amount paid by the complainants	Rs. 45,27,492/- (page 5 of complaint as SOA has not been placed in the file)
13.	Occupation certificate	06.02.2023 (page 112 of reply)
14.	Offer of possession	13.02.2023 (page 98 of reply) along with a demand of Rs. 10,22,815/-towards the final payment

B. Facts of the complaint.

3. The complainant has made the following submissions in the complaint:
- i. That the Complainant are a law-abiding citizen of the country, who is a resident of Flat No. T3-003, Raheja Shilas, Sector 109, Gurugram, Haryana and had booked a unit in the project known under the name and style of "THE HIVE" at Sector 102, Gurugram, Haryana 122001 (hereinafter known as the "Project") and hence is an allottee under section 2(d) of the Real Estate (Regulation and Development) Act, 2016.
 - ii. That the Respondent and his authorized representatives had initially advertised the Project and assured through its advertisements, assurances, and warranties that it has the complete authority to develop the said Project. The Respondent represented himself to the developer of the Project and hence falls within the meaning of Section 2(zk) of the Act.
 - iii. That however, lately, it has come to the knowledge of the Complainants that all the promises and assurances by the Respondent and his representatives are nothing but a web of false promises in order to trap the innocent allottees and grasp their hard-earned money for the personal gain. A brief of the same is noted in the foregoing paragraphs.
 - iv. That as noted above, the permission for development of the project was given to Respondent in the year 2012 and as an ongoing project, it was registered with the Ld. Authority vide Registration Certificate dated 17.10.2017 along with certain terms and conditions to be fulfilled by the Respondent. It is pertinent to mention here that the Respondent was unable to fulfil such terms and conditions and

hence resulted in the deficiency of service on the part of the Respondent.

- v. That the Respondent and his authorized representatives had assured the Complainants regarding the timely completion of projects and explained about the various services and amenities to be provided to the Complainant in the project of the Respondent.
- vi. That it is pertinent to mention here that the Respondent and his authorized agent assured the delivery of the said unit till the beginning of October, 2020 by relying on the promises, construction work and the valid documents i.e., development license validity and an **Affidavit cum Declaration of Clarion Properties Ltd.** dated 29.07.2017 where the Promoter, i.e., Clarion Properties Ltd. through its authorized signatory Mr. Nirmal Chandra declared and had undertaken to complete the construction of the project within 42 months from the start of construction of the building (01.04.2016) or execution of agreement, whichever is later.
- vii. Thereby relying on the representations, assurances, and warranties of the Respondent, the complainant booked a unit bearing no. F-122, First Floor (hereinafter known as the "**Unit**"), having its super area 666 Sq. Ft (was later changed to 689 Sq. Ft.) in the project named "**THE HIVE**" at Sector-102, Gurugram, Haryana., and consequently, had filed an Application form dated 21.08.2019 along with the booking amount of Rs. 2,00,000/- via cheque no. 958332 dated 18.08.2019 for the same.
- viii. The date of start of construction of the Project as per the Form A-H of the Project is 01.04.2016. Therefore, it is arbitrary to mention

here that the due date of delivery shall be as per any extension whatsoever when the actual due date of possession of the said unit as promised to the Complainants shall be computed from the Affidavit cum Declaration dated 29.07.2018, as mentioned above. Hence, the actual date of handing over the possession of the said unit comes out to be 01.10.2020 but the delivery of the same has not been provided till date and has caused a delay of more than 2 years and 9 months.

- ix. That it is pertinent to mention here that the Respondent is a not a responsible citizen/promoter and always procure delay in providing the project's quarterly progress report to HRERA as well as always breach the timeline of the Development Licenses and Registration Certificate.
- x. That it is not imperative to mention here that the Respondent provides for the one sided and unfair clause in the Builder Buyer Agreement in order to run away from his liability as the complainant or any other person signing it did not have any other option but to sign on the dotted lines of the same.
- xi. That the Complainants, as per the stated down payment plan, had provided for timely payments to the Respondent in lieu of the above captioned unit after receiving the revised demand notice. The complainant in order to buy the unit has paid a substantive amount of Rs. 45,27,492/-.
- xii. That the Complainants, after providing the timely payment in order to obtain the possession of the said unit has not received the same on time and the delay of almost three years has been occurred from

the due date of delivery, i.e., 01.10.2020 and therefore, the Complainants in order to know the status of the Project had visited the construction site of the Project in December 2020 but with utter shock and dismay, it was observed by the Complainants that the construction of the building was not completed and the unit is not in a habitable condition. The Complainants inquired from the authorised representative at site of the development status of the Project and were again given false promises assuring that the same be completed in a few month but the Respondent have miserably failed to stand up to the duties and obligations casted upon them by the Act, the rules and regulations thereunder.

- xiii. That till date, a substantial sum of Rs. 45,27,492/- had been paid by the Complainants to the Respondent. However, no corresponding development has been made. That till date, with a delay of almost 3 years years, the development of the Project is nowhere near completion.
- xiv. That after examining the construction of the building, the Complainant has sent various emails to the Respondent and had also scheduled the meetings in order to know the due date of possession of the said unit.
- xv. That during the meetings, the Respondent had agreed to provide for the assured/committed returns to the allottees commencing from 1st January 2021 till the Offer of Possession. It is pertinent to mention here that the Respondent had also replied the emails dated 04.05.2021, 03.07.2021, 18.07.2022 of the complainant and assured that the committed/assured returns would be applicable @Rs.

38,922/- per month effective from 1st January, 2021 till Offer of Possession and the same shall be adjusted at the time of the Offer of Possession. That the Respondent, after a long period of 3 years 5 months and 6 days, had received the Occupation Certificate dated 06.02.2023 from the Director General, Town and Country Planning Department. That based on such Occupation Certificate dated 06.02.2023, the complainant was provided with an Offer of Possession dated 13.02.2023 informing that the unit is ready for the possession. It is not imperative to mention here that the Respondent, without any prior notice/permission by the Complainant has increased the super area of the unit from 666 Sq. Ft to 689 Sq. Ft. and has also charged various illegal demands along with the Offer of Possession dated 13.02.2023.

- xvi. That the various illegal demands charged by the Respondent in the Offer of Possession are RERA Registration Charges, Contingency Deposit Sinking Fund, Electric Connection Charges, B.O.C.W Labour Cess, Development Charges, Electric Meter Installation Charges, Revised Rate of B.O.C.W Labour Cess and Miscellaneous Charges.
- xvii. Hence, as noted above, the offer of possession provided to the Complainants in the present complaint cannot be considered as the valid offer of possession as the same contains various illegal demands which the Respondent is under no obligation to charge.
- xviii. That as noted above, it is crystal clear that the respondent is under no obligation to collect all these charges from the Complainant and hence, the Offer of Possession dated 13.02.2023 provided by the Respondent shall be considered illegal on the part of the

Respondent. That the Respondent, as per email 09.09.2022 has confirmed to provide with the assured returns of Rs. 38,922 per month from 1st January till the Offer of Possession. It is pertinent to mention here that as per the mail dated 09.09.2022, the assured returns provided to the complainant shall be adjusted at the time of Offer of Possession.

- xix. That in lieu of the same, the Respondent, while providing the Offer of Possession dated 13.02.2023 has adjusted an amount of Rs. 7,39,428/- towards the payment of Assured Returns. That it is imperative to mention here that as per the email dated 09.09.2022, the assured returns to be adjusted by the Respondent shall be @Rs. 38,922 per month from 1st January till the Offer of Possession dated 13.02.2023 totalling to an amount of Rs. 9,73,050/- but the amount adjusted by the Respondent in the Offer of Possession is Rs. 7,39,428. Hence, an amount of Rs. 2,33,622/- is due on the part of the Respondent.
- xx. That hence as noted above, it would be considered that the Respondent shall be liable to provide the assured returns to the Complainants till the Offer of Possession.
- xxi. That it is imperative to mention here that the Offer of Possession provided by the Respondent is not a valid Offer of Possession and hence, the Respondent is liable to pay the assured return till a valid Offer of Possession has been granted by the Respondent. That the Complainants cannot, in any manner, foresee the delivery of possession and having waited for a substantial amount of time, has lost faith in the *bonafide* conduct of the Respondent. The

Complainants stand well within his rights in claiming the Delay Possession Charges and Assured Returns till the actual handling over of the possession of the unit.

- xxii. That in light of the above facts, the Hon'ble Authority is requested to provide Delay Possession Charges for the amount that the Complainants have paid till date in view of section 18 of the Act along with the interest by the Respondent.
- xxiii. That accordingly, the Respondent shall be directed to provide the delay possession charges and Assured Returns to the complainant along with the prescribed interest.

B. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- Direct the respondent to provide the assured returns from 1st January 2021 till handling over of possession @ Rs. 38,922 per month.
 - Direct the respondent to refund the illegal charges including but not limited to miscellaneous charges, labour cess, Rera registration charges, sinking funds, meter installation charges etc. charged by the respondent along with the illegal offer of possession.
 - Direct the respondent to provide valid offer of possession without any illegal charges.
 - Direct the Respondent to execute the Conveyance Deed.
5. 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.

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

- i. Respondent Company, M/s Clarion Properties Limited, is a well reputed Real Estate Company and enjoys tremendous goodwill for its pioneering work in real estate sector. It is well engaged in business of development of residential and commercial complexes, malls/shopping centers, hospitality in Delhi/NCR and other parts of the country.
- ii. That the Complainants had approached the Respondent Company and had shown interest to invest in the project being developed by the Respondent Company and repeatedly visited the office of the Respondent to know the details of the said Project namely "The Hive" and conducted their independent enquiries.
- iii. The Respondent issued a letter to the Complainants wherein the Buyer's Agreement was forwarded to the Complainants with a specific request to go through all the terms of the Agreement and to sign the Agreement only once the Complainants has read and accepted the terms of the Agreement and thereafter to return the same to the Respondent. However, an option was also given to the Complainant that in the event the Complainant does not wish to go ahead with the execution of the Agreement, then at this stage itself the Complainants can withdraw from the scheme as per the application submitted by the Complainants and seek refund of the monies. However, the Complainant chose not to seek refund, rather opted to execute the Buyer's Agreement, thereby agreeing to all the terms and conditions thereof.



- iv. That all the terms and conditions in relation with the delivery of the present project including the requirement of timely payment were informed to the Complainants before signing of the Buyer's Agreement.
- v. That the present complaint has been filed on the premise that the Respondent Company has delayed in handing over possession of the unit, however, it is most humbly submitted that the Respondent Company has never promised that the possession will be given in 48 months but stated only to complete the construction of the said properties and that too under normal circumstances only. That furthermore, in terms of the Buyer's Agreement, the Respondent Company undertook that the Company shall, *under normal circumstances*, complete the construction of the said Retail Unit/ Space within a period of 42 (forty two) months of, the start of construction of building in which the said space is booked or execution of the Buyer's Agreement, whichever is later, with an additional grace period of 12 (twelve) months subject to force majeure conditions, and subject to such conditions, deletions, alterations, modifications in the layout plans, change in number, dimensions, height, size, area or change of entire scheme, which the Company may consider or may be required by any competent authority to be made in them or any of them and subject to timely payment of dues by the complainants.
- vi. That in March, 2020, the world was struck with Covid-19 pandemic, which apart from inflicting havoc to lives of millions, destroyed the momentum and disrupted the work flow of many industries

including construction work. These were the unprecedented and unexpected times which could not have been foreseen at the time of signing of Buyer's Agreement. The contingency plan to these situations finds its resort in the force majeure and other related clauses including its description and mentions in Buyer's Agreement at many places. At multiple instances and for elongated durations, the work at construction sites was halted, both, due to unavailability of essential materials, workmen & other related factors and due to explicit notifications by various government authorities specifically barring the construction activities.

- vii. That from the facts indicated above, the Respondent had to face a number of circumstances beyond its control and *force majeure* circumstances, however, despite the same, the Respondent has continued the development of the Project and completed the same within the agreed timelines.

The aforesaid periods where force majeure conditions admittedly operated, and prevented the Respondent from undertaking construction, are liable to be excluded from the time to be calculated from the completion of construction as per the force majeure clause No. 7.1 of the Buyer's Agreement.

- viii. That it is pertinent to state, that the Respondent Company had applied for the Occupation Certificate on August 02, 2022. Thereafter Occupation Certificate was received on February 06, 2023 and in furtherance of receiving of the Occupation Certificate,

Final Call Letter dated 13.02.2023 was sent to the Complainants requesting the Complainants to remit an amount of INR 10,22,815/- which stood outstanding and overdue as per the payment plan. However, the Complainants failed to deposit the said amount in terms of the demand letters. That the period from the letter dated August 02, 2022, *i.e.*, when the Respondent Company had applied for Occupation Certificate to the date of receipt of Occupation Certificate dated February 06, 2023, ought to be excluded while computing the construction and delivery timeline.

- ix. It is pertinent to bring to the attention of this Authority that, the Respondent Company, after completion of the tower, applied for Occupation Certificate on August 02, 2022 before the concerned authority (Office of DTCP-Haryana at Chandigarh) well within the expiry of its registration by the HRERA for the issuance of Occupation Certificate. Accordingly, the office of DTCP was pleased to issue the Occupation Certificate on February 06, 2023.
- x. That the period from letter dated August 02, 2022, *i.e.*, when the Respondent Company had applied for Occupation Certificate to the date of receipt of Occupation Certificate dated February 06, 2023, will also stand excluded while computing the construction and delivery timeline in consonance with the force majeure clause as comprised in the Buyer's Agreement.
- xi. That all the terms and conditions in relation with the delivery of the present project including timely payments were informed to the Complainants before signing of the Buyer's Agreement.

- xii. That as the application for the issuance of Occupancy Certificate by the Respondent Company was made within the validity of the registration certificate dated October 17, 2017 and the extension thereof, the Complainants, in terms of the Clause 7.1 of the Buyer's Agreement, are not entitled to be paid any delay penalty whatsoever.
- xiii. That the Complainants are investors and had expressed their desire/ interest in purchasing the said unit. The Complainants approached the Respondent Company to purchase the said unit and while entering into the agreement to purchase the said unit, the Complainants had satisfied themselves fully about the rights, interests, status and title of the Respondent in the said project/unit and also about the integrity and the goodwill of the Respondent Company. It is submitted that the sanctioned building plans, terms and conditions of sale and all other facts of the said unit/project were also inspected and duly seen by the Complainants at the time of the execution of the Buyer's Agreement.
7. 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 submissions made by the parties.

E. Jurisdiction of the Authority:

8. The authority observes that it has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.1 Territorial Jurisdiction:

9. 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:

10. 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;

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.

11. 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 objections raised by the respondent.

F.I. Objection regarding maintainability of complaint on account of complainant being investor

12. The respondent took a stand that the complainants are investors and not consumers and therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the complainant is buyer, and they have paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) 'allottee' in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."

13. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant are allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus,

the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

G. Findings on the relief sought by the complainants.

G.I. Assured return and DPC

14. The complainants are seeking unpaid assured returns on monthly basis as per the email dated 09.09.2022, at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the email dated 09.09.2022.
15. That the complainant's states that during various meetings held between the parties, the respondent unequivocally agreed to provide assured/committed returns to the complainant, effective from 1st January 2021 and continuing until the date of the offer of possession. It is pertinent to mention that the respondent, vide its email communications dated 04.05.2021, 03.07.2021, and 18.07.2022, reaffirmed its commitment to provide the assured returns at the rate of Rs. 38,922/- per month, with effect from 1st January 2021, and further assured that the cumulative amount of such assured returns would be duly adjusted at the time of issuance of the offer of possession.
16. On consideration of documents available on record and submissions made by the complainant and the respondent, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The agreement executed between the parties on 04.10.2019. The assured return is payable to the allottees as per the email dated 09.09.2022.
17. The promoter had agreed to pay to the complainants allottee Rs.38,922/- per sq. ft. on monthly basis from 1st January 2021 till offer of possession. The same will be adjusted at the time of offer of possession. The said

email further provides that it is the obligation of the respondent promoter to pay the assured returns. It is matter of record that the while offering possession the respondent has adjusted an amount of Rs. 7,39,428/- towards assured return but the amount should be Rs. 9,73,050/-. No claim for delayed possession charges (DPC) is made out in the present case, as the Occupation Certificate (OC) was already obtained on 06.02.2023, and the offer of possession was duly made to the complainants on 13.02.2023.

18. Therefore, considering the facts of the present case, the respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.38,922/- per sq. ft. on monthly basis from 01.01.2021 till offer of possession.
19. Accordingly, the respondent is directed to pay the outstanding accrued assured return amount till date 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.

G.II Direct the respondent to refund the illegal charges including but not limited to miscellaneous charges, labour cess, Rera registration charges, sinking funds, meter installation charges etc. charged by the respondent along with the illegal offer of possession.

20. All the reliefs sought by the complainants are being considered and adjudicated collectively hereinbelow. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. The Authority vide order dated 09.12.2022, passed in case

bearing no. 4147 of 2021 titled as **Vineet Choubey Vs. Pareena Infrastructure Pvt. Ltd.** And also, in the complaint bearing no. **4031 of 2019** titled as **Varun Gupta Vs. Emaar MGF Land Limited**, has already decided that the promoter cannot charges anything which is not part of buyer's agreement subject to the condition that the same are in accordance with the prevailing law. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. Accordingly, the respondent is hereby directed to levy the aforesaid charges strictly in accordance with the terms and conditions stipulated in the Builder-Buyer Agreement.

G.III Conveyance Deed

21. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

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.

The respondent is under an obligation as per section 17 of Act to get the conveyance deed executed in favour of the complainants. The respondent is directed to get the conveyance deed executed within 3 months from the date of this order on payment of stamp duty and registration charges if not paid.

H. Directions of the authority

22. 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):

- a. The respondent is directed to pay the amount of assured return at the agreed rate i.e., Rs.38,922/- per sq. ft. on monthly basis from 01.01.2021 till offer of possession.
- b. The respondent is directed to pay the outstanding accrued assured return amount till date 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.
- c. The respondent/promoter shall handover the physical possession of the allotted unit and execute conveyance deed 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.
- d. 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.



23. Complaint stands disposed of.
24. File be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 21.03.2025



HARERA
GURUGRAM