

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of decision : 10.09.2025

NAME OF THE BUILDER	M/s Elan Buildcon Private Limited.		
PROJECT NAME:	Elan Miracle	APPEARANCE	
1.	CR/5948/2024	Babu Lal Vs. M/s. Elan Buildcon Private Limited	Advocate Devinder Singh (Complainant) Advocate Ishaan Dang (Respondent)
2.	CR/5946/2024	Anuradha Vs. M/s. Elan Buildcon Private Limited	Advocate Devinder Singh (Complainant) Advocate Ishaan Dang (Respondent)

CORAM:
Ashok Sangwan

Member

**HARERA
GURUGRAM**

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA 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").



2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are promoters of the projects, namely, 'Elan Miracle'. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to fulfil the contractual obligations as were agreed between the complainants and the respondent.
3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

Sr. No	Comp laint No./T itle/ Date of filling	Reply Status	Unit no. & Area admeasu ring	Date of allotme nt letter	Date of executio n of agreeme nt for sale	Due of possessi on	Offer of possessi on	Relief Sought
1.	CR/594 8/2024 Babu Lal V/s Elan Buildco n Private Limited 10.12.2 024	19.03.20 25	F-044, Retail/Co mmercial Block, Floor-1st, admeasu ring Super area of 392 sq.ft.	25.09.2 017	05.10.20 19	05.10.202 4	OC- 15.03.20 23 Offer- 07.09.20 21 SC- Rs.41,86, 720 /- Paid- Rs.47,83, 542/-	i. Direct the respondent to pay Rs.27,490/- per month from 03.03.2020 till the date of issuance of the legal/valid offer of possession and grant of Occupation Certificate. ii. Direct the respondent to carry out the title registration/exec ution of Conveyance Deed and handover actual physical possession of the unit to the



								complainant.
2.	CR/5946/2024 Anuradha V/s M/s. Elan Buildcon Private Limited 10.12.2024	19.03.2025	SA-904, Floor-9 th in Commercial/retail Block, Admeasuring Super area of 650 sq.ft.	14.02.2018	04.02.2019	04.02.2024	OC - 15.03.2023 Offer- 07.09.2021 SC - Rs.58,77,550/- AP - Rs.65,19,050/-	i. Direct the respondent to pay Rs.30,000/- per month from 02.04.2020 till the date of issuance of the legal/valid offer of possession and grant of Occupation Certificate. ii. Direct the respondent to execute the builder Buyer Agreement with the complainant and give valid offer of possession. iii. Direct the respondent to execute Conveyance Deed in favour of the complainant and handover physical possession of the unit.

4. The aforesaid complaints were filed by the complainant against the respondent on account of failure of the respondent to comply with its contractual obligations, as agreed upon.
5. The facts of all the complaints filed by the complainant/ promoter are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/5948/2024** at serial no. 1 titled as **Babu Lal Vs. M/s. Elan Buildcon Private Limited** are being taken into consideration.

A. Unit and project related details



6. The particulars of unit details, sale consideration, the amount paid by the complainant, 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	Elan Miracle, Sector-84, Gurugram
2.	Nature of project	Commercial colony
3.	RERA registered/not registered	Registered Registration no. 190 of 2017 dated 14.09.2017
	Validity status	13.09.2023
4.	DTPC License no.	34 of 2014 dated 12.06.2014
	Validity status	11.06.2019
	Name of licensee	Bajaj Motors Ltd. & others
5.	Provisional booking dated	12.07.2017
6.	Allotment letter	25.09.2017 (As on page no. 39 of reply)
7.	Terms and conditions for fixed amount on provisional booking dated	19.07.2017 (As on page no. 41 of reply)
8.	Unit no.	F-044, Retail/Commercial Block, Floor-1 st (As on page no. 39 of reply)
9.	Unit area admeasuring	392 sq.ft [Super Area] (As on page no. 39 of reply)
10.	Assured return clause	Clause 1 That Elan Buildcon Private Limited agrees to pay to the applicant, a Fixed amount of Rs.16,799/- per month on the amount of Rs.18,32,600/-



		Clause 4 The fixed amount shall be paid by the company to the applicant till the date of issuance of offer of possession by the company.
11.	Date of builder buyer agreement	05.10.2019 (As on page no. 50 of reply)
12.	Possession clause	7. Possession of the premises/unit 7.1 Schedule for possession of the said premises/unit <i>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</i>



		<i>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).</i> [Emphasis supplied]
13.	Due date of possession	05.10.2024 [Calculated 48 months from 05.10.2019 + 12 months]
14.	Payment schedule	On application -10% of basic sale price Within 45 days of booking -45% of basic sale price Within 6 month of booking -100% of EDC/IDCD Within one year of booking-20% of Basic Sale Price + 100% of PLC Within 2 years of Booking-20% of Basic Sale Price On offer of possession -5% of basic sale price+ 100% of IFMS + 100% car parking-usage rights + stamp duty, registration charges and administrative charges & all other charges as applicable will be charged extra.
15.	Total sale consideration	Rs.41,86,720/- (As on page no. 83 of reply)
16.	Amount paid by the complainant	Rs.47,83,542/- (As per customer ledger dated 08.09.2021 on page no. 103 of reply)
17.	Offer of possession for fit outs	07.09.2021 (As on page no 92 of reply)
18.	Occupation certificate	15.03.2023 (As on page no. 96 of reply)
19.	Intimation regarding grant	22.03.2023



of OC w.r.t the commercial project on (As on page no. 99 of reply)

[Note: Vide proceedings dated 06.08.2025, the details of someother complainant was inadvertently mentioned under the succinct facts of the complaint. The same stands corrected as above mentioned.]

B. Facts of the complaint

7. The complainant has made the following submissions in the complaint: -

- I. That the complainant is a law abiding citizen of India, who is resident of Village: Naharpur Kasan, Post office Nakhrola, Gurugram, Haryana and booked a commercial shop in the Project of the Respondent Company under the name and style of "Elan Miracle" located in the revenue village of Sector-84, Village Hayatput, Gurugram, Haryana.
- II. That the respondent is engaged in the construction and development of real estate projects and is responsible for the development of the project, hence, is a promoter under Section 2(d) of the Act. That the commercial project under the name and style of "Elan Miracle" located in Sector-84, in the revenue estate of Village: Hayatput, Gurugram, Haryana came to the knowledge of the complainant through its authorized representatives, for and on behalf of the respondent.
- III. That the complainant had applied/booked a commercial space/shop in the project named as "Elan Miracle" on 12.07.2017 in the project and paid an amount of Rs.2,00,000 at the time of Booking. That the respondent had allotted a commercial space/shop bearing no. 044, having admeasuring 392 sq. ft. approx Super Area for the total sales consideration of Rs.41,86,720/- in the project.
- IV. That after the booking of the unit, the respondent requested the complainant to make a payment of Rs.18,52,512/-. In compliance

with this request, the complainant paid the said amount which was duly acknowledged by the respondent through Acknowledgment receipt no. 101, dated 17-07-2017.

- V. That the respondent agreed to pay the complainant a fixed amount of Rs.16,799/- per month as an assured return on the amount of Rs.18,52,512/- paid by the complainant. It is explicitly stated in "Paragraph 4" of the "Terms and Conditions for the fixed amount on provisional booking", dated 19.07.2017, that the fixed amount, along with a bank guarantee was to be paid by the company to the applicant until the date of issuance of the offer of possession by the company.
- VI. That the respondent also issued an allotment letter on 25.09.2017. Relying on the representations, warranties and assurances of the respondent, the respondent had executed a "Builder Buyer Agreement" on 05.10.2019 for the sale of the shop for a total sale consideration of Rs.41,86,720/-. On 05.10.2019, the Builder Buyer Agreement was executed between the complainant and the respondent. As per clause 7.1 of the agreement that deals with the possession of the unit, wherein the respondent assured to handover the possession of the said unit along with ready and complete common areas with all specifications, amenities and facilities of the project within a period of 48 months from the date of agreement with an extension of 12 months.
- VII. That on 03.10.2019, the complainant made a 98% payment of Rs.39,79,435/- towards the total sale consideration of the unit and the same is reflected in the statement of account issued by the respondent. Accordingly, the amount of assured return was increased to the tune of Rs.27,490/-. It is explicitly stated in clause 1 and 4 of

the "Terms and Conditions for the fixed amount on provisional booking" letter dated 19.07.2017, that the fixed amount of Rs.16,799/-, along with a bank guarantee, shall be paid by the respondent company to the applicant until the date of issuance of the offer of possession by the respondent and post-dated cheques for the same shall be issued in advance upto 31.03.2018 to the complainant but the respondent failed to pay monthly instalment of assured return as per clause of the letter to the complainant. That the amount of fixed amount/ assured return depends upon the amount paid by the complainant towards total sales consideration of the said unit.

VIII. That from 03.03.2020, the respondent stopped making payment of assured return. According to clause 1 and 4 of the letter dated 19.07.2017, the respondent promised to pay the assured return till the issuance of the offer of possession. It is a matter of fact that till this date, the respondent has not obtained occupation certificate from the competent authorities and accordingly no valid/lawful offer of possession has been made.

IX. In view of the above, the respondent is liable to pay assured return to the first tune of Rs.27,490/- till a valid offer of possession is made after obtaining the occupation certificate. On 07.09.2021, a notice of offer of possession for fit-outs and settlement of dues was sent by the respondent to the complainant. The said offer of possession for fit-outs was completely illegal and unlawful as the occupation certificate w.r.t the subject project was not received by the respondent from the competent authority which is a necessary pre-requisite for handing over of possession.

- X. That the present complainant has made all the payment well on time as and when demanded by the respondent. It is a matter of fact that the complainant had made payment of Rs.47,83,542/- towards the total sale consideration of the subject unit.
- XI. That the respondent has utterly failed to fulfil his obligation to deliver the possession of the apartment in time and adhere to the contentions of the agreement which has caused mental agony, harassment and huge losses to the complainant, hence the present complaint.

C. Relief sought by the complainant

8. The complainant has sought following relief(s).
- Direct the respondent to pay assured return of Rs.27,490/- per month from 03.03.2020 till the date of issuance of legal/valid offer of possession and grant of OC.
 - Direct the respondent to carry out the title registration/ execution of conveyance deed of the unit and to handover physical vacant possession of the unit with immediate effect.
9. 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

10. The respondent has contested the complaint on the following grounds:-
- That the complainant had approached the respondent through his property dealer, M/s Realty Applications, 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 complainant had approached the respondent after making independent enquiries and duly satisfying himself regarding the viability and suitability of the aforesaid project as per the complainant's needs and requirements as well as the capability of the respondent to undertake the project.

- II. That the complainant had opted for a "special fixed return payment plan" in terms of which 10% of the basic sale price was payable on booking, 45 % of basic sale price within 45 days from booking, 100% of EDC and IDC within 6 months from booking, 20% of basic sale price and 100% PLC within 1 year of booking, 20% of the basic sale price within 2 years of booking and 5% of the basic sale price, 100% IFMS, 100% car parking usage charges, stamp duty, registration and administrative charges, applicable taxes, interest on delayed payment, and other amounts was payable at the time of offer of possession.
- III. That the complainant was allotted a retail/commercial space /unit tentatively admeasuring 392 sq. ft. super area bearing unit no.F-044on the First Floor of the project by the respondent, subject, *inter alia*, to increase or decrease on basis of variation in calculation of actual Super Area of the premises which were to be determined at the time of offer of possession of the premises. The terms and conditions forming part of the application form were duly understood and accepted by the complainant.
- IV. That letter dated 19.07.2017 was issued in favour of the complainant setting out the terms and conditions for payment of fixed amount. In terms of the said letter the respondent had undertaken to pay a fixed amount of Rs.16,799/-, to the complainant in accordance with the terms and conditions set out in the said letter. The fixed amount shall

be payable till the issuance of offer of possession by the respondent and that the offer of possession shall be given on applying for the occupation certificate. It was specifically stated therein that the offer of possession shall not be dependent upon grant of completion certificate and/or occupation certificate and if the Complainant obstructs/neglects/defaults/refused to accept offer of possession, the respondent shall stand discharged of all liabilities towards payment of fixed amount.

- V. That a sum of Rs.12,45,040/- (inclusive of TDS) has been paid by the respondent to the complainant towards fixed amount in terms of the letter dated 19.07.2017. That the Buyer's Agreement was forwarded to the complainant for execution under cover of letter dated 27.12.2018. Since, the complainant did not come forward to execute the Buyer's Agreement, reminder dated 06.06.2019 was issued to the complainant to execute the Buyer's Agreement. The Buyer's Agreement was eventually executed between the complainant and the respondent on 05.10.2019.
- VI. 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.
- VII. That vide letter dated 19.06.2021, the respondent informed the complainant that it had applied for the Occupation Certificate on 09.06.2021 in respect of the project in question. The complainant was also informed that upon the application for the occupation certificate, the complainant would no longer be entitled to receive committed amounts in terms of the agreement between the parties. Pertinently, no objection was made by the complainant upon receipt

of the said letter and subsequent cessation of payment of committed amounts.

- VIII. That vide offer of possession letter dated 07.09.2021, the respondent, offered possession of the unit to the complainant for fit outs and called upon to make payment of balance amounts as per the attached statement. The complainant was informed that there was an increase in the super area of the unit allotted, from 392 sq.ft. to 395 sq.ft. Consequently, the payments to be made by the complainant stood revised due to the increase in super area.
- IX. That Occupation certificate was issued by the competent authority on 15.03.2023 and by letter dated 22.03.2023, the complainant was informed about receipt of the occupation certificate from the DTCP. The complainant was informed that as a gesture of goodwill, the respondent had decided not to charge any common area maintenance charges for a three month period commencing from the date of grant of the occupation certificate i.e. 15.03.2023 till 15.06.2023.
- X. That in terms of Clause 7 of the Buyer's Agreement dated 05.10.2019, possession of the unit was agreed to be offered to the complainant 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 respondent has duly offered possession of the unit, complete in all respects in accordance with the Buyer's Agreement, well ahead of the time lines for delivery of possession as set out therein. Hence there is no delay whatsoever on the part of the respondent in offering possession of the unit to the complainant.

- XI. That the respondent, on its part has also duly fulfilled its obligations under the Agreement between the parties pertaining to payment of fixed amount in terms of the letter dated 19.07.2017. There is no default or lapse in so far as the respondent is concerned. It is submitted that the complainant does not have any lawful or legitimate grievance qua the respondent which justifies or necessitates the institution of the present frivolous complaint and the same is liable to be dismissed.

E. Jurisdiction of the authority

11. 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

12. 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

13. 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;

14. 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 complainant

F.1 Direct the respondent to pay assured return of Rs.27,490/- per month from 03.03.2020 till the date of issuance of legal/valid offer of possession and grant of OC.

15. The respondent has submitted in its reply that vide letter dated 19.07.2017, it committed to pay a fixed amount of Rs.16,799/- per month to the complainant from the time of provisional booking until the offer of possession was issued to the complainant. The total sale consideration for the allotted space was Rs.41,86,720/-, of which the complainant has already paid Rs.47,83,542/-.
16. The letter dated 19.07.2017 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 19.07.2017 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 real estate regulatory 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.

17. There is a contractual relationship between the complainant and the respondent which is governed by the Builder Buyer Agreement, executed between them. However, it is seen that the drafting of the clauses in the builder buyer 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 complainant/allottee whereby it says that ***the offer of possession is not dependent on the grant of occupation certificate.***

18. 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.*

19. 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-out of the allotted unit prior to obtaining this certificate, specifically on 07.09.2021. 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.

20. The complainant has acknowledged receipt of assured returns up to March 2020. According to the statement of accounts, the assured return amount was increased to Rs.36,622/-, which was adjusted with the demand by the respondent until March 2021. Upon reviewing the statement of account on page 46 of the reply, the Authority notes that the respondent/promoter paid Rs.16,799/- from August 2017 to June, 2018, Rs.24,435/- from August, 2018 till June 2019, Rs.30,544/- from July 2019 till March 2020, Rs.33,320/- from April 2020 till March 2021 and Rs.36,622/- from April 2021 till May 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 19.07.2017, which is the only document available regarding the assured return.

21. The Authority directs the respondent to issue a fresh Statement of Accounts (S.O.A) to the complainant and to pay the arrears of assured returns as stipulated in the letter dated 19.07.2017. According to this agreement, the respondent is directed to pay a fixed amount of Rs.16,799/- per month from the date of provisional booking, 12.07.2017, until the occupation certificate was obtained, after deducting the amounts already paid by the respondent on account of assured returns.

F.II Direct the respondent to carry out the title registration/ execution of conveyance deed of the unit and to handover physical vacant possession of the unit with immediate effect.

22. The respondent is directed to handover possession of the unit to the complainant within a period of 30 days of this order 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, within 60 days of this order.

F.III Direct the respondent to execute the builder Buyer Agreement with the complainant.

23. In CR/5946/2024, the complainant is seeking execution of the Buyer' Agreement. The Authority observes that the Builder Buyer Agreement has already been executed between the parties on 05.10.2019 and the same is annexed at page no. 50 of the reply. Thus, the above said relief becomes redundant.

G. Directions of the authority

24. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay assured return of Rs.16,799/- per month from 12.07.2017 till the date of obtaining of occupation certificate i.e 15.03.2023, after deducting the amount already paid by the respondent on account of assured return in **CR/5948/2024**. In **CR/5946/2024**, the respondent is directed to pay assured return of Rs.30,000/- per month from 12.02.2018 till the date of obtaining of occupation certificate i.e 15.03.2023, after deducting the amount already paid by the respondent on account of assured return.
- ii. The respondent is directed to pay arrears of accrued assured return as per the letter of assurance dated **19.07.2017 in CR/5948/2024** and as per the letter of assurance dated **17.02.2018 in CR/5946/2024**, 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 @8.85% p.a. till the date of actual realization.

iii. The respondent is directed to handover possession of the unit to the complainant within a period of 30 days of this order and execute conveyance deed in favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within 60 days of this order.

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

25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

26. True certified copy of this order shall be placed in the case file of each matter.

27. File be consigned to the registry.


(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 10.09.2025