

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Date of Decision: September 15, 2025

(1) Appeal No. 507 of 2021

Neelu Baliyan, Resident of D-101, Safal Paridar-I, Near SOBO Centre, South Bhopal, Ahmedabad-380058, Gujarat

Appellant.

Versus

Elan Buildcon Private Limited, 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector 42, Gurugram-122002

Respondent

(2) Appeal No. 509 of 2021

1. Sunil Kumar

2. Neetu Tomar

Both residents of C-51, 2nd Floor, Shashi Garden, Mayur Vihar, Phase-I, New Delhi-110091

Appellants.

Versus

Elan Buildcon Private Limited, 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector 42, Gurugram-122002

Respondent

(3) Appeal No. 510 of 2021

Prachi Sharma w/o Mr. Ashesh Sharma, R/o House NO. D-101, Safal Parashar I, South Bhopal, Ahmedabad, Gujarat-380058

Appellant.

Versus

Elan Buildcon Private Limited, 3rd Floor, Golf View Corporate Tower, Golf Course Road, Sector 42, Gurugram-122002

Respondent

(4) Appeal No. 511 of 2021

1. Neelu Baliyan W/o Sh. Yogesh Kumar
Resident of D-101, Safal Paridar-I, Near SOBO Centre, South
Bhopal, Ahmedabad, Gujarat-380058
2. Neetu Tomar w/o Sh. Sunil Kumar,
R/o Flat No. B-1401, Sethi Max Royal, Plot No GH 2B, Sector-
76, Noida-201301

Appellants.

Versus

Elan Buildcon Private Limited, 3rd Floor, Golf View Corporate
Tower, Golf Course Road, Sector 42, Gurugram-122002

Respondent

Present: Mr. Balvinder Sangwan, Advocate
for the appellant(s).

Mr. Yash Pal Sharma, Advocate
for the respondent.

CORAM:

Justice Rajan Gupta
Rakesh Manocha

Chairman
Member (Technical)

ORDER:**RAJAN GUPTA, CHAIRMAN:**

This order shall dispose of above-mentioned appeals,
as common questions of law and facts are involved therein.
However, the facts have been extracted from Appeal No. 507 of
2021.

2. Present appeal is directed against order dated 31.03.2021 passed by the Authority¹. Operative part thereof reads as under:

“20. 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 execute the allotted unit's buyer's agreement in favour of complainant within 15 days.*
- ii. The complainant is thereafter directed to make the requisite payments as per the builder buyer agreement.”*

3. It appears that in project “Elan Miracle”, Sector 84, village Hayatpur, Gurugram, floated by the respondent-promoter, the appellant-allottee booked a unit for total consideration of Rs.44,00,912/-. Out of it, the appellant-allottee remitted an amount of Rs.29,67,800/-. Memorandum of Understanding was executed between the parties on 17.08.2017. As the respondent-promoter was not executing BBA², the complainant-allottee preferred the complaint before the Authority seeking direction to the respondent-promoter to enter into a legally valid BBA.

4. In reply, the respondent-promoter averred that the allottee herself was neither coming forward to execute the BBA nor remitting the balance dues.

¹ Haryana Real Estate Regulatory Authority, Gurugram

² Builder Buyer's Agreement

5. After considering rival contentions of the parties, the Authority directed the respondent-promoter to execute BBA in favour of the appellant-allottee within 15 days.

6. Counsel for the appellant-allottee has assailed the impugned order by contending that the Authority has not given the direction for execution of legally valid BBA in accordance with the Act³ and the Rules⁴.

7. At the time of hearing, counsel for the respondent-promoter conceded that the respondent-promoter is still ready to execute BBA in favour of the complainant-allottee, provided she clears the outstanding dues. As per him, most of the allottees in the project have signed the BBA but the complainant-allottee is evading to comply with the obligations on her part.

8. In our opinion, the direction of the Authority to the respondent-promoter to execute BBA in favour of the allottee is legally sustainable. The Act emphasizes the importance of formalized agreements to protect the rights of the allottees. The direction of the Authority effectively mandates the promoter to fulfil its obligation to execute BBA in favour of the appellant-allottee. Thus, the direction given by the Authority aligns with the statutory framework including the rights of the allottee and the obligations of the promoters. A perusal of draft BBA, which is on record, does not show that it suffers from any infirmity. The order passed by the Authority thus, called for no interference in appellate jurisdiction.

³ The Real Estate (Regulation & Development) Act, 2016

⁴ The Haryana Real estate (Regulation and Development) Rules, 2017

9. Consequently, the appeals are dismissed.
10. Copy of this order be sent to the parties/their counsel and the Authority.
11. Files be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Rakesh Manocha
Member (Technical)

September 15, 2025
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