

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

Complaint no.: 3574 of 2024
Date of decision: 24.09.2025

1. Sudesh Devi
R/o:- A-58, Police Staff Quarter, Thana Janakpuri,
West Delhi-110058.
2. Insiya Kamuruddin
3. Dinesh Rana
Both R/o:- A-56, Ridgewood Estate, DLF
Phase-4, Gurugram, Haryana.

Complainants

Versus

M/s. Almond Infrabuild Private Limited
Regd. office:- 711/92, Deepali Nehru Place,
New Delhi-110019.
Also at: Plot no. 16, Sector-153, Noida-110019.

Respondent

CORAM:
Ashok Sangwan

Member

APPEARANCE:
Shashi Kant Sharma (Advocate)
M.K. 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 as provided

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 project	"ATS Tourmaline"
2.	Nature of project	Group Housing
3.	Location of project	Sector-, Gurugram, Haryana.
4.	RERA Registered	Lapsed project Registered Vide registration no. 41 of 2017 Dated-10.08.2017
5.	DTCP License	License no. 250 of 2017 dated-02.11.2007
6.	Allotment letter	08.03.2014 (As per page no. 29 of complaint)
7.	Unit no.	3164, Floor-16 th , Tower No.-03 (As on page no. 29 of complaint)
8.	Unit area	1750sq.ft. [Super built up area] 1466 sq.ft. [Built up area] (As on page no. 29 of complaint)
9.	Agreement to sale between original allottee and complainants	14.06.2021 (As on page no. 139 of reply)

10.	Endorsement in favour of the complainants	13.08.2021 (As on page no. 21 of complaint)
11.	Apartment Buyer's Agreement	08.03.2014 (As on page no. 25 of complaint)
12.	Possession clause	<p>Clause 6</p> <p>COMPLETION OF CONSTRUCTION</p> <p>6.2</p> <p><i>The Developer endeavor to complete the construction of the Apartment within 42 (forty two) months from the date of this Agreement ("Completion Date"). The Company will send possession Notice and offer possession of the Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(ies).</i></p> <p><i>[Emphasis supplied]</i></p> <p><i>(As on page no. 39 of complaint)</i></p>
13.	Due date of possession	08.09.2017 [Calculated 42 months from the date of agreement]
14.	Sale consideration	Rs.1,54,06,250/- (As per Schedule-III on page no. 59 of complaint)
15.	Amount paid	Rs.1,62,60,925/-
16.	Tri-partite agreement with ICICI Bank	08.03.2014 (As on page no. 66 of reply)
17.	Occupation certificate	09.08.2019

		(As on page no. 99 of reply)
18.	Offer of possession	09.08.2019 (As on page no. 101 of reply)
19.	Email conversation by complainant seeking possession	09.07.2024 (As on page no. 64 of complaint)

B. Facts of the complaint

3. The complainants have pleaded the following facts:

- I. That the respondent had advertised and represented about its project namely "ATS TOURMALINE" at Sector 109, Gurugram wherein the respondent is developing Flats under the categories of 3BHK/4BHK/5BHK/Pent House. That on trusting upon the inducement and advertisement of the respondent, complainants has shown their willingness to purchase a flat in the said project.
- II. That the unit no. 3164 on 16th floor, Tower No. 3, measuring 1750 sq. ft. was previously allotted in the name of "Neeraj Seth" and on 13.08.2021, the unit was endorsed in favour of the complainants and all the rights and obligations were transferred in to name of complainants.
- III. That the original allottee booked/purchased an apartment bearing no. 3164 with two car parking's measuring super area of 1750 sq. ft. (i.e. 162.58 sq. mtrs) on 16th floor, Tower 3, at sale consideration of Rs.1,54,06,250/-. The said flat was booked on 22.01.2014 and thereafter, the Buyer's Agreement was also executed between original allottee and respondent on 08.03.2014.
- IV. That as per terms and conditions of the Buyer's Agreement, the respondent was supposed to handover the flat on or before 07.09.2017.

After execution of Buyers Agreement the original allottee has paid a total sum of Rs.1,62,60,925/- till 08.12.2021.

- V. That after the completion period, the possession of the apartment was supposed to be delivered to original allottee. But despite, completion of the time, the respondent miserably failed to give possession of the flat to the original allottee and complainants, till date.
- VI. That on 08.12.2021, the original allottee cleared all the dues as demanded by the respondent and on the same day requested the respondent to furnish and ready the flat as soon as possible. According to BBA, the respondent was supposed to handover the fully furnished apartment till September 2017 but till date neither any physical possession intimation has been given by the respondent nor the apartment is still not in a habitable condition.
- VII. That from 2021, the complainants made various visits to complete the furnishing works and hand over the flat but on each and every visit, the respondent continuously gave an answer that the finishing work is going on and the possession would be delivered very shortly. Upon visiting the flat, the complainants were astonished to note that no work has been done by the respondent and the flat was in the same condition as before.
- VIII. That from 2021, the complainants sent reminders e-mails in addition to telephonic calls, messages to complete the finishing work and handing over possession of the flat as well as refund of lift charges, but the respondent has not confirmed any date for physical possession of the apartment.
- IX. That the respondent has cheated complainants with malafide intentions from the very beginning as respondent took the money from the

pockets of complainants by way of misrepresentation, inducement and commitment which were totally false and fake from the very beginning. It is very surprising that respondents have duly executed all the necessary documents but after completion of the documents and payments respondent have not honored their commitment.

- X. That the complainants visited the respondent personally as well as made various telephonic talks and through emails requested to complete the work of the flat and handover the physical possession of the flat but the respondents are adamant and have not completed the furnishing work and not handed over possession of the flat
- XI. That due to delay in handing over the possession and cheating and fraud committed by respondent, complainants are no more interested to show their willingness to proceed further.
- XII. That at the time of booking of the flat the sale cost indicated was Rs.1,54,06,250/- and complainants have paid a sum of Rs. 1,62,60,925/- to the respondents till date. The complainants last visited the project site in July 2024 and were astonished to see that the flat is still lying in highly incomplete stage.

C. Relief sought by the complainants:

- 4. The complainants have sought following reliefs:
 - i. Direct the respondent to pay interest @10.75% per annum on the amount paid by the complainants i.e., Rs.1,62,60,925/- from 13.08.2021 till actual handover of the physical possession.
 - ii. Direct the respondent to hand over possession to the complainants within the stipulated time period.

5. On the date of hearing, the authority explained to the respondents /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 complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute this Clause 21.1 of the Apartment Buyer's Agreement which is reproduced for the ready reference of the Authority:-
"All or any dispute that may arise with respect to the terms and conditions of this Agreement, including the interpretation and validity of the provisions here of land the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties."
 - II. That one Mr. Neeraj Seth (hereinafter called the 'original allottee'), after checking the veracity of the project namely, 'ATS Tourmaline', Sector 109, Gurugram had applied for allotment of an apartment vide Booking Application Form dated 22.01.2014.
 - III. That based on the said Application, the respondent allotted an apartment bearing no. 3164 on the 16th floor of tower no. 3 having super built up area of 1750 sq. ft. for a sale consideration of Rs.1,23,15,082/-. This consideration was exclusive of the EDC/IDC of Rs.6,56,250/-, registration charges, stamp duty, service tax and other charges which were payable by the original allottee. It is submitted that the original allottee signed and executed the Apartment Buyer's Agreement on 08.03.2014.

- IV. That the original allottee had availed loan facility from ICICI Bank Ltd. and a tripartite agreement dated 08.03.2014 was entered into between the original allottee and the respondent with ICICI Bank Ltd.
- V. That the original allottee signed and executed a Memorandum of understanding on 22.03.2014 (hereinafter called the 'MOU'). The respondent raised payment demands from the original allottee in accordance with the mutually agreed terms and conditions of the allotment as well as of the payment plan.
- VI. That the original allottee sent a letter dated 23.10.2016 intimating the respondent that he wanted to exercise the option of buy back as per clause 8 of the MOU dated 24.03.2014 and called upon the respondent to buy back/repurchase the said apartment. The respondent sent a letter dated 10.11.2017 informing him that the buy back option shall be exercised in accordance with clause 6.2 and 6.3 of the buyer agreement i.e. the respondent had the option to give the compensation for the delay in completion, if applicable. Moreover, being a customer oriented company, the respondent also intimated the original allottee that in case, he wishes an early exit from the project, he may find a suitable buyer for his apartment and the respondent shall provide all possible cooperation in transferring the said apartment to the suitable buyer i.e. waiver of all transfer related charges and penalties (if any) and also in the meantime, the respondent shall continue to pay the bank loan EMI till the offer of possession by the respondent in order to avoid any additional burden on the original allottee.
- VII. That the respondent vide its reminder letter dated 09.08.2019, had requested the original allottee to make the due payment towards Haryana Value Added Tax (HVAT) for Rs.1,38,673. The respondent

obtained the Occupation Certificate on 09.08.2019. It is pertinent to mention herein that the respondent offered the possession of the unit to the original allottee vide Notice of Possession dated 09.08.2019 and the respondent had demanded the installment for the net payable amount of Rs.17,57,689/- due on offer of possession which was to be paid on or before 30.08.2019. The photographs showing that the construction of the unit allotted to the original allottee and the project is already complete.

- VIII. That the original allottee along with other allottees had previously filed a false and frivolous petition bearing No. *IB-51(PB)/2018(ND)* titled '*Vasudha Mehta & others Vs. M/s Almond Infrabuild Private Limited*' before the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi for similar reliefs as sought in the present complaint. That during the pendency of the said petition, a settlement was arrived at between the original allottee and the respondent and a settlement deed dated 12.01.2021 was executed between the parties. As per the said settlement deed dated 12.01.2021, the original allottee was obligated to withdraw the said petition pending before the Hon'ble NCLT. The relevant terms and conditions of the Settlement Agreement dated 12.01.2021 have been produced herein below:-

"AND WHEREAS the Second Party during the pendency of the aforesaid case has completed the said project and obtained occupation certificate vide Memo No. ZP-353/AD(RA)/2019/19185 dated 19.08.2019 from the office of Director Town and Country Planning, Haryana. The First Party has personally visited the project and is satisfied with the overall development of the project and after various meetings, discussions and negotiations with the representatives of the Second Party, the First Party has decided to retain the said Unit....

- 4. That after execution of this Settlement Agreement between the parties, the MOU, dated 24.03.2014 shall stand terminated/cancelled, being*

infructuous, as the parties has sorted out all their disputes and differences and entered into this, the present settlement agreement.

5. *It is hereby once again clarified that the revised discounted all-inclusive consideration amount of Rs.1,22,94,919/- (Rupees One Crore Sixteen Lakh Ninety Four Thousand Nine Hundred Nineteen only) for the Said Unit is decided mutually after factoring in all claims of First Party towards pending EMIs paid till date towards home loan facility, litigation charges and all other claims similar nature raised in the pending litigation.*
6. *That the First Party, upon execution of this agreement, shall immediately withdraw the case filed before National Company Law Tribunal, Principal Bench, New Delhi, under Section 7 of the Insolvency and Bankruptcy Code, 2016, bearing case no. IB-51(PB)/2018(ND), as also the case pending before any other forum, if any, and undertakes that no other claims, demands, grievances, disputes & differences in respect of the said Application for booking and /or in the provisional allotment of the Said Unit in the Project shall be made in future and the lis stands finally settled between the parties; and now no claim vis-à-vis claim of interest or counter claim and/or any claim, whatsoever, subsists between the Parties.*
7. *That it is further agreed between the parties, that, all legal proceedings pending before any court/forums/commissions/tribunal and/Economics Offence wing/RERA/FIR/NCLT or before any other authority either with or without the knowledge of the Second Party, shall stand ineffective/unenforceable/infructuous. The First Party shall have no objection and also agrees & undertakes to take all necessary steps, including making statement before any court/forum/Commission/authority/FIR for withdrawal of any suit/complaint/case either pending or to have come to knowledge in future, in respect of the allotment of said Unit and all issues relating and incidental thereto shall stand closed.*
10. *The parties represent and agree that they fully understand their right to discuss all aspects of this Agreement with their lawyers; that they have availed themselves of this right; that they have carefully read and fully understood all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement with free consent without any coercion, misrepresentation or undue influence etc. The representatives of the First Party and Second party signing the present agreement are duly authorized to do so and their authority shall not be called into question.*
11. *Each Party hereby irrevocably and unconditionally releases, acquits and forever discharges the other Party, and all persons acting by, through under or in concert with any of them, from any and all charges,*

complaints, claims, liabilities, obligations, promises, agreements, damages, actions, cause of action, suits, rights, demands, costs, losses, debts and expense's (including lawyers' fee and costs) actually incurred of any nature, whatsoever, known or unknown, suspected or unsuspected arising out of or in relation to the settled disputes.

13. *Any dispute arising out of or in connection with the present Agreement including disputes relating to its validity and existence shall be submitted to the exclusive jurisdiction of the courts at New Delhi."*

IX. That vide agreement to Sale dated 14.06.2021, the original allottee agreed to sell the allotment of the unit in question to the complainants. Thereafter, the original allottee and the complainants approached the respondent with a request to transfer / assign the allotment of the said unit in favour of the complainants. The complainants who were seeking transfer of the said unit in their favour were very well aware about all the facts and also that all claims of the original allottee had been settled vide the said Settlement Agreement dated 12.01.2021 by the respondent and that the complainants were stepping into the shoes of the original allottee. The original allottee and the complainants accordingly executed requisite documents in this behalf. The complainants executed affidavit-cum-undertaking dated 03.08.2021, indemnity bond/undertaking dated 03.08.2021 and discharge-cum-no dues certificate. Accordingly, the allotment of the said unit was endorsed in favour of the complainants by the respondent. That from the facts narrated herein above, it is clear that the complainants are absolutely bound by the settlement deed dated 12.01.2021 executed between the original allottee and the respondent. The full and final settlement was arrived at between the original allottee and the respondent and accordingly, the respondent accorded benefits to the original allottee. The filing of the present complaint subsequently by the complainants is nothing but an act of sheer dishonesty, greed, ill

will and aimed at pressurizing and blackmailing the respondent so as to illegally extort money from the respondent.

- X. That the complainants are real estate investors who purchased the said unit in 2021 knowing fully well the facts and circumstances and after duly inspecting the project the unit in question as the occupation certificate had already been obtained in 2019. The complainants are estopped from filing the present complaint by their own acts, omissions, admissions, acquiescence and latches.

7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

E. Jurisdiction of the authority

8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. 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) The promoter shall-

(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; 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.1. Objection regarding regarding complainant is in breach of agreement for non-invocation of arbitration.

12. The respondent has submitted that the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute. The Authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that Section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, Section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the Authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in *National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506*, wherein it has been held

that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Therefore, by applying same analogy the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.

13. Further, in **Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017**, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants and builders could not circumscribe the jurisdiction of a consumer. Further, while considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in the builder buyer agreement, the hon'ble Supreme Court **in case titled as M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018** has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. Therefore, in view of the above judgements and considering the provision of the Act, the authority is of the view that complainant is well within his right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this Authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay interest @10.75% per annum on the amount paid by the complainants i.e., Rs.1,62,60,925/- from 13.08.2021 till actual handover of the physical possession.

G.II Direct the respondent to hand over possession to the complainants within the stipulated time period.

14. The complainants have submitted that the subject unit was originally booked on 26.08.2013 by the previous allottee, and a Buyer's Agreement was executed between the respondent and the said allottee on 08.03.2014. The complainants are subsequent allottees, and an endorsement in their favour was duly effected by the respondent on 13.08.2021. Since the date of endorsement, the complainants have been consistently requesting the respondent to hand over possession of the subject unit; however, possession has not been offered, and the unit remains incomplete. During their last site visit in July 2024, the complainants observed that the unit was still not in a condition fit for possession. It is further submitted that the respondent had purportedly issued an *Offer of Possession* on 09.08.2019, despite the fact that the construction of the unit was incomplete and the overall project was still under development. The complainants have already paid 100% of the total sale consideration, including an excess amount over and above the agreed sale price.
15. The respondent has submitted that the Occupation Certificate in respect of the project was obtained on 09.08.2019, and, accordingly, an *Offer of Possession* was issued on the same date to the original allottees. It is further stated that the original allottees, along with other buyers, had filed a petition before the Hon'ble National Company Law Tribunal (NCLT), New Delhi. During the pendency of the said proceedings, the original allottee and the respondent arrived at an amicable settlement, and a *Settlement Deed* dated

12.01.2021 was executed between them. As per the terms of the said deed, all disputes, claims, including any claims towards Delayed Possession Charges (DPC), were fully and finally settled between the parties. Subsequently, the complainants entered into an *Agreement for Sale* with the original allottee on 14.06.2021

16. The Authority is of the considered view that a valid offer of possession must contain the following pre-requisites: -

- i. Possession must be offered after obtaining occupation certificate-
- ii. The subject unit should be in habitable condition
- iii. Possession should not be accompanied by unreasonable additional demands.

17. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

18. Clause 6.2 of the buyer's agreement provides for the time period for handing over of possession and is reproduced below:

*The Developer endeavour to complete the construction of the apartment **within 42 months from the date of this agreement (completion date)**. The company will send possession notice and offer possession of the Apartment to the applicant as and when the company receives the occupation certificate from the competent authority.*

19. In the present case, the possession was contractually due as per Clause 6.2 of the agreement dated 08.03.2014, with the due date fixed as 08.09.2017. The respondent, after obtaining the Occupation Certificate, offered possession of the allotted unit to the original allottee on 09.08.2019. Subsequently, an Agreement for Sale was executed between the original allottee and the complainants on 14.06.2021, and the endorsement in favor of the complainants was made on 13.08.2021. It is noted that the complainants entered into the project well after the original due date and following the issuance of the Occupation Certificate by the respondent.
20. The issue for determination before this Authority is the period up to which the complainants are entitled to delay possession charges, given that possession was offered on 09.08.2019 after obtaining the Occupation Certificate, but actual possession of the unit has not yet been delivered to the complainants.
21. Upon consideration, this Authority observes that the Occupation Certificate was granted by the competent authority on 09.08.2019. The respondent made the possession offer on the same date. Since the unit was endorsed in favor of the complainants on 13.08.2021, it follows that the complainants were fully aware of the delay at the time they entered into the project. It is an implied principle that the complainants succeeded to the rights of the original allottee from the date of endorsement; however, they did not suffer any delay personally, as their entry was subsequent to both the due possession date and the issuance of the Occupation Certificate. Accordingly, the complainants are not entitled to interest on delayed possession. Nonetheless, this Authority notes that possession has neither been handed over to the complainants nor to the original allottee as on the date of this

order. In view of this, the complainants are entitled to claim compensation and are advised to seek appropriate relief before the Adjudicating Officer.

22. The respondent-builder is directed to handover the possession of the allotted unit complete in all aspects as per specification of buyer's agreement within 2 weeks from date this order and to submit a compliance report in this regard failing which it shall be presumed there was deliberate attempt on part of the respondent for not handing over the possession of the allotted unit and the respondent would be penalised for the same under Section-63 of the Act, 2016.

H. Directions of the Authority

23. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act:
- i. The respondent is directed to handover the possession of the allotted unit complete in all aspects as per specification of buyer's agreement within 2 weeks from date this order and the bailiff of the Authority i.e., Shri. Satish Mann is directed to ensure the compliance of the above directions and submit a compliance report in this regard.
 - ii. The respondent is further directed to 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 30 days of this order failing which penalty would be imposed under Section 63 of the Act, 2016 on the respondent.
 - iii. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.

- iv. The complainants are entitled to seek compensation from the Adjudicating officer in lieu of delay of the respondent in handing over possession of the unit till date.
24. Complaint as well as applications, if any, stand disposed of accordingly.
25. File be consigned to registry.

Dated: 24.09.2025



(Ashok Sangwan)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram



HARERA
GURUGRAM