BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**1528 of 2025**
Date of complaint	:	**21.03.2025**
Date of order	:	**25.08.2026**

Kishan Chand Kaushik and Narender Kaushik,
Both R/o: - 4-D, DDA Flats, Masjid Moth,
Phase-I, New Delhi-110048. **Complainants**

Versus

M/s Ninaniya Estates Limited
Having Regd. Office At: - Pegasus One, 3rd Floor,
Golf Course Road, Behind IBIS Hotel, Sector-53, Gurugram. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Garvit Gupta (Advocate) **Complainants**
None **Respondent**

ORDER

1. The present complaint has been filed by the complainant/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 provisions 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. **Project and unit 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 and location of the project	"Prism Portico", Sector-89, Gurugram
2.	Nature of project	Commercial complex
3.	Project area	5.05 Acres
4.	DTCP License no.	179 of 2008 dated 11.10.2008 valid up to 10.10.2018
5.	License Holder	M/s Ninaniya Estate Limited
6.	RERA registered or not registered	Not Registered
7.	Unit no.	PPRS-GE-08 on Ground Floor (As per page no. 26 of the complaint)
8.	Unit area	550 sq. ft. (super area) (As per page no. 26 of the complaint)
9.	MOU	04.09.2013 (As per page no. 48 of the complaint)
10.	Assured Investment return clause (as per MoU)	**Clause 2** *The buyer has paid to the developer an amount of Rs.28,45,441/- on which* ***developer shall give an investment assured return of Rs.28,454/- per month w.e.f. 08.01.2013 in arrears, till the date of possession of the said unit (retail shop) is handed over to the buyer.*** **[Emphasis Supplied]** (As per page no. 49 of the complaint)
11.	Date of execution of buyer's agreement	04.09.2013 (As per page no. 23 of the complaint)
12.	Possession clause	**Clause 5 Completion and Possession.** *5.1 That the company shall* ***complete the construction of the said Unit within 36 months from the date of execution of this agreement and/or from the start of construction, whichever is later*** *and offer of Possession will be sent to the allottee subject to the condition that all the amounts due and payable by the Allottee by the stipulated date as stated in Annexure-II attached with this agreement....* *5.2* *If there is any delay due to any force majeure reasons as explained hereinafter then the period of delay shall commence 6*

		(six) months after the due date, as this 6 (six) month period shall be grace period available with the company to complete the said complex. [Emphasis Supplied] (As per page no. 32 of the complaint)
13.	Due date of possession	04.03.2017 (Calculated as 36 months from the date of execution of agreement + grace period of 6 months is allowed being unqualified)
14.	Total sale consideration	Rs.52,52,500/- (As per payment schedule on page no. 44 of the complaint)
15.	Amount paid by the complainant	Rs.42,71,512/- (As per page no. 50 & 52 of the complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions: -

I. That the respondent offered for sale units in a commercial complex known as 'Prism Portico' which claimed to comprise of several facilities on a piece and parcel of land situated in Sector-89, Gurugram, Haryana.

II. That the complainants received a marketing call from the office of the respondent in the month of April, 2012 for booking in the said project of the respondent. The complainants induced by the assurances and representations made by the respondent, decided to book a unit in the project of the respondent as they required the same in a time bound manner. This fact was also specifically brought to the knowledge of the officials of the respondent who confirmed that the possession of the unit to be allotted would be positively given within the agreed time frame. The respondent demanded a sum of Rs.31,51,512/- towards the basic sale consideration amount along with taxes. On the basis of the representations made by the respondent and on its demand, the complainants paid the said amount to the respondent.

III. That the respondent provided the complainants with a copy of the agreement. After going through the agreement, the complainants realized that the provisions contained in the said agreement were wholly one sided, unilateral, arbitrary, illegal, unfair and biased in favour of the Respondent and were totally un-balanced and unwarranted.

IV. That the complainants made vocal their objections to the arbitrary and unilateral clauses of the agreement to the respondent. The complainants repeatedly requested the respondent for execution of an agreement with balanced terms. During such discussions, the respondent assured the complainants that no illegality whatsoever, would be committed by them and that the interest payable by the respondent to the complainants would be strictly as per the norms prescribed under the provisions of RERA Act, 2016. The respondent/promoter refused to amend or change any term of the pre-printed agreement and further threatened the complainants to forfeit the previous amount paid towards the unit if the agreement was not signed and submitted. The complainants were left with no other option but to sign the one-sided agreement for an allotment of Unit No. PPRS- GE-08 on Ground Floor having super area of 550 sq.ft. unit in the said project of the respondent. As per Annexure-I of the said agreement, the basic sale consideration of the unit was Rs.48,40,000/- and the total consideration of the unit was Rs.52,52,500/- inclusive of the allied charges.

V. That on the same date, a Memorandum of Understanding (MOU) was executed between the respondent and the complainants. As per Clause 1 of the MOU, it was reiterated that the basic sale consideration of the unit was Rs.48,40,000/- and as per clause 4 of the said MOU, the total sum of Rs.31,51,512/- has already been paid by the complainants. The respondent had categorically assured at the time of the booking that it would be diligent in making payment towards the assured return and in adhering to its contractual obligations. It is submitted that as per Clause 2 of the said MOU, it was agreed that the respondent would pay monthly assured return of Rs.28,454/- on the total amount received with effect from 08.01.2013 till the date of possession.

VI. That as per Clause 5.1 of the agreement, the possession of the unit was to be handed over by the respondent within a maximum period of 36 months from the date of execution of the agreement. Furthermore, even as per the clauses of the MoU, it was understood between the parties that the respondent would handover the possession of the unit to the complainants.

VII. That since the agreement was executed between the parties on 04.09.2013, hence the due date to hand over the possession as per the terms of the agreement was 04.09.2016. The complainants visited the office of respondent in October, 2016 to enquire about the date of possession. It was informed that the possession of the unit would soon be handed over along with adjustment of the delayed payment interest and monthly assured rentals. The representatives of respondent assured the complainants that the possession of the unit would be handed over to them very shortly as the construction was almost over and that it would keep on making payment towards the monthly assured return as per its obligations as stated in the MOU. It was also assured that respondent would make the payment towards the delayed possession interest as per the prescribed rate as stipulated in the Real Estate (Regulation and Development) Act, 2016. Although the complainants were reluctant to believe the representations made by the respondent, they decided to give one more chance to the respondent.

VIII. That the complainants based on the demands raised by the respondent made another payment of Rs.11,20,000/- on 11.11.2017. The respondent vide its receipt dated 11.11.2017 acknowledged the said payment.

IX. That the respondent continued to make the payments of the monthly assured returns of Rs.38,453/- till November, 2018. The respondent handed over the cheques for the month of December, 2018 and January, 2019 towards the assured rental payment to the complainants. However, eventually, the respondent informed the complainants that they should not encash the said cheques and that the respondent would later adjust the payments towards the assured return payments at the time of offer of possession. The complainants requested the respondent to continue to make the payments towards the monthly assured returns. The respondent on account of continuous request of the complainants, issued premature receipts of assured returns of Rs.4,61,436/- per year for the year 2019, 2020 and 2021 to the complainants to somehow gain confidence of the complainants that the respondent would eventually honour its commitment to make payment of assured return charges. It is pertinent to mention here that the respondent assured the complainants that the amount of monthly assured returns would be increased from Rs. 28,454/- to Rs.38,453/- after the said payment.

Upon the grievances raised by the complainants, it was yet again assured and promised by the representatives of respondent that the said amount would be adjusted along with interest at the time of offer of possession.

X. That the respondent failed to offer the possession of the said allotted unit to the complainants. The complainants requested the respondent to offer the possession of the unit and to continue to make the payments towards the monthly assured returns. However, the respondent failed to respond to the said requests made by the complainants. It is pertinent to mention here that the complainants had paid a sum of Rs.42,71,512/- out of the total sale consideration of Rs.52,52,500/-. The remaining amount of the sale consideration could not be paid by the complainants as the requisite demands of the said amount has not been raised by the respondent till date.

XI. That there is an inordinate delay of more than 9 years calculated from the due date of possession upto March 2025 and till date basic requirements including handing over of possession after sending a valid offer of possession and adjustment of the amount of the assured return along with interest has not been completed due to default of respondent.

XII. That the respondent is enjoying the valuable amount of consideration paid by the complainants out of their hard-earned money and the complainants realizing the same demanded delayed possession charges from the respondent/promoter. But a week ago, the respondent has in complete defiance of its obligations refused to hand over the possession to the complainants along with delayed possession charges and assured return along with interest leaving them with no other option but to file the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought the following relief(s):
   i. Direct the respondent to handover possession of the unit, execute conveyance deed and to pay delay possession charges as per the Act, 2016.
   ii. Direct the respondent to pay assured return as per the MoU.
5. Despite due service of notice, neither anyone has put in appearance on behalf of respondent before the Authority, nor any written reply to the present complaint has been received from it. Thus, the respondent was proceeded ex-parte vide proceedings dated 25.08.2026. In view of the above, the Authority is deciding the complaint on the basis of these undisputed documents available on record and submissions made by the complainants.

D. Jurisdiction of the authority

6. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

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.

D.II Subject matter jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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;*
> **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.*

7. 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.

E. Findings on the relief sought by the complainants.

E.I Direct the respondent to pay assured return.

E.II Direct the respondent to handover possession of the unit, execute conveyance deed and to pay delay possession charges as per the Act, 2016.

8. The complainants have submitted that they have invested their hard-earned money into the project of the respondent and paid an amount of Rs.31,51,512/- against the basic sale consideration of Rs.48,40,000/-. Simultaneously, a memorandum of understanding and buyer's agreement dated 04.09.2013 was also executed by the respondent in favour of the complainants vide which a retail shop bearing no. PPRS-GE-08, Ground Floor, measuring 550 sq.ft (super area) in the project of the respondent named "Prism Portico" at Sector-89, Gurugram was allotted to them. As per Clause 2 of the said MoU, it was agreed that the respondent would pay monthly assured return of Rs.28,454/- on the total amount received with effect from 08.01.2013 till the date of possession. The complainants based on the demands raised by the respondent made another payment of Rs.11,20,000/- on 11.11.2017. The respondent assured the complainants that the amount

of monthly assured returns would be increased from Rs.28,454/- to Rs.38,453/- after the said payment. Even after repeated reminders and requests, the respondent has failed to offer possession of the unit and has failed to make payments in respect of the assured returns since December 2018 to the complainants.

9. The Authority observes that MoU dated 04.09.2013 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 allottees 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 allottees 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. 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.

10. The money was taken by the promoter as a deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the promoter promised certain amount by way of

assured returns for a certain period. So, on his failure to fulfil that commitment, the allottees have a right to approach the Authority for redressal of their grievances by way of filing a complaint.

11. Further, if the project in which the advance has been received by the developer from an allottees is an ongoing project as per Section 3(1) of the Act of 2016 then, the same would fall within the jurisdiction of the Authority for giving the desired relief to the complainants besides initiating penal proceedings. The promoter is liable to pay that amount as agreed upon vide MoU/agreement. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottees arises out of the same relationship and is marked by the said memorandum of understanding.

12. In the present complaint, the assured return was payable as per clause 2 of MoU, which is reproduced below for the ready reference:

Clause 2.

*"The buyer has paid to the developer an amount of Rs.28,45,441/- on which **developer shall give an investment assured return of Rs.28,454/- per month w.e.f. 08.01.2013 in arrears, till the date of possession of the said unit (retail shop) is handed over to the buyer**."*

Thus, the assured return was payable @Rs.28,454/- per month w.e.f. 08.01.2013, till possession of the retail shop is handed over to the complainants by the respondent.

13. The complainants by way of the present complaint have averred that the respondent has assured the complainants that the amount of monthly assured returns would be increased from Rs.28,454/- to Rs.38,453/- after the payment of Rs.11,20,000/- by the complainants. The complainants based on the demands raised by the respondent made another payment of Rs.11,20,000/- on 11.11.2017. The respondent continued to make the payments of the monthly assured

returns of Rs.38,453/- till November, 2018 and handed over the cheques for the month of December, 2018 and January, 2019 towards the assured rental payment to the complainants. However, eventually, the respondent informed the complainants that they should not encash the said cheques and that the respondent would later adjust the payments towards the assured return payments at the time of offer of possession. Upon the grievances raised by the complainants, it was yet again assured and promised by the representatives of respondent that the said amount would be adjusted along with interest at the time of offer of possession. However, upon consideration of the documents available on record, the Authority is of the view that the rights and obligations of the parties are governed by the MoU/agreement executed between them, and no independent or additional contractual arrangement has been placed on record by the complainants to substantiate the aforesaid assertions regarding enhancement of the assured returns. Accordingly, in the absence of any cogent documentary evidence establishing any subsequent contractual arrangement or modification of the terms agreed between the parties, the Authority deems it appropriate to adjudicate the issues arising in the present complaint on the basis of the terms and conditions contained in the MoU dated 04.09.2013.

14. The Authority is of the view that as per the MoU dated 04.09.2013, it was an obligation on part of the respondent to pay the assured return. It is necessary to mention here that the respondent has failed to fulfil its obligation as agreed inter se both the parties in MoU dated 04.09.2013. Further, it is to be noted that the possession of the subject unit has not been handed over to the complainants since occupation certificate for the project in question has not been obtained by the

respondent till date. Accordingly, the liability of the respondent to pay assured return as per MoU is still continuing. Therefore, the respondent is liable to pay assured return to the complainants at the agreed rate i.e., @Rs.28,454/- per month from the date i.e., 08.01.2013 till possession of the subject unit is handed over to the complainants post receipt of OC/CC as per the memorandum of understanding, after deducting the amount already paid on account of assured return to the complainants.

15. Further, the complainants are seeking delay possession charges at prescribed rate from the respondent in terms of Section 18 of the Act, 2016.

16. Clause 5 of the buyer's agreement (in short, agreement) provides for handing over of possession and is reproduced below:

> *"Clause 5. COMPLETION AND POSSESSION*
>
> ***5.1*** *That the Company shall complete the construction of the said Unit* ***within 36 months from the date of execution of this Agreement and/or from the start of construction whichever is later*** *and offer of possession will be sent to the Allottee subject to the condition that all the amounts due and payable by the Allottee by the stipulated date as stated in Annexure-II attached with this agreement....*
>
> **5.2** *If there is any delay due to any force majeure reasons as explained hereinafter then the period of delay shall commence 6(six) months after the due date, as* ***these 6 (six) months period shall be grace period*** *available with the Company to complete the said Complex".*

17. **Due date of possession and admissibility of grace period:** As per clause 5 of the agreement dated 04.09.2013, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 36 months from the date of execution of agreement or start of construction, whichever is later plus 6 months of grace period. However, there is no document available on record vide which the date of start of construction can be ascertained. Accordingly, the due date is being calculated from the date of execution of the agreement. Given the

fact that the grace period was unqualified, the same is allowed. Accordingly, in the present case, the due date of possession comes out to be 04.03.2017.

18. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges however, proviso to Section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under: -

> ***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***
>
> *(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:*
> *Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

19. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

20. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

21. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest

which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> *"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
> *Explanation. —For the purpose of this clause—*
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being payable to the complainants in case of delay possession charges.

23. On consideration of the documents available on record and submissions made by the complainants, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 5 of the agreement executed between the parties on 04.09.2013, the possession of the subject unit was to be delivered by 04.03.2017. The respondent has failed to hand over possession of the subject unit to the complainants till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

24. The Authority observes that now, the proposition before the Authority whether an allottee who is getting/entitled for assured return even after expiry of due date of possession, is entitled to both the assured return as well as delay possession charges?

    To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottee on account of a provision in the BBA or in a MoU having reference of the BBA or an addendum to the BBA/MoU or allotment letter. The rate at which assured return has been committed by the promoter is Rs.28,454/- per month. If we compare this assured return with delay possession charges payable under proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the assured return is much better. By way of assured return, the promoter has assured the allottees that they will be entitled for this specific amount from 08.01.2013 upto handover of possession. Accordingly, the interest of the allottees is protected even after the due date of possession is over. The purpose of delay possession charges after due date of possession is served on payment of assured return after due date of possession as the same is to safeguard the interest of the allottees as their money is continued to be used by the promoter even after the promised due date and in return, they are to be paid either the assured return or delay possession charges whichever is higher.

25. Accordingly, the Authority decides that in cases where assured return is reasonable and comparable with the delay possession charges under Section 18 and assured return is payable even after due date of possession, the allottee shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation.

26. In the present case, the assured return was payable till handover of possession of the unit to the complainants. The project is considered habitable or fit for occupation only after the grant of occupation certificate by the competent authority. However, the respondent has not received occupation certificate from the competent authority till the date of passing of this order. Hence, the said building cannot be

presumed to be fit for occupation. In view of the above, the assured return shall be payable till the said retail shop is handed over to the complainants after obtaining occupation certificate from the competent authority.

27. Therefore, considering the above said facts, the Authority directs the respondent to pay assured return to the complainants at the agreed rate i.e., @Rs.28,454/- per month from the date i.e., 08.01.2013 till possession of the subject unit is handed over to the complainants post receipt of OC/CC, as per the memorandum of understanding, after deducting the amount already paid on account of assured return to the complainants.

28. The complainants are further seeking relief with respect to handover of possession and execution of conveyance deed. The Authority observes that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession and to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the allotted unit to the complainants in terms of the agreement dated 04.09.2013 and to get the conveyance deed executed in their favour in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

F. Directions of the authority

29. 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 to the complainants at the agreed rate i.e., @Rs.28,454/- per month from the date i.e., 08.01.2013 till possession of the subject unit is handed over to the complainants post receipt of OC/CC as per the memorandum of understanding, after deducting the amount already paid on account of assured return to the complainants.

  ii. The respondent is further directed to pay arrears of accrued assured return as per MoU dated 04.09.2013 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 @8.80% p.a. till the date of actual realization.

  iii. The respondent is directed to handover possession of the allotted unit to the complainants in terms of the agreement dated 04.09.2013 and to get the conveyance deed executed in their favour in terms of Section 17(1) of the Act of 2016.

  iv. The respondent shall not charge anything from the complainants which is not the part of the agreement dated 04.09.2013.

30. The complaint stands disposed of.

31. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 25.08.2026