

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

Complaint no. : 2340 of 2024
Date of complaint : 03.06.2024
Date of order : 24.09.2025

1. Ajai Pal Singh Gill,
2. Prem Inder Kaur,
3. Harpreet Kaur,
All R/o: - H. No. 131, Sector-28A, Chandigarh-160002. **Complainants**

Versus

M/s Parsvnath Developers Ltd.
Regd. Office At: Parsvnath Tower,
Near Shahdara Metro Station, Shahdara, Delhi-110032. **Respondent**

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Harshit Goyal (Advocate)

Nitish Harsh Gupta (Advocate)

Complainants

Respondent

ORDER

1. The present complaint has been filed by the complainants/allottee 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 thereunder 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:

Sr. No.	Particulars	Details
1.	Name of the project	"IT Park Colony" in Sector 48, Gurgaon
2.	Nature of the project	Commercial/IT space
3.	DTPC license no.	47 of 2008 dated 11.03.2008
	Validity status	10.03.2020
	Name of licensee	Dharmander-Karambir & 3 Ors.
	Licensed area	6.45 Acres
4.	RERA registered/not registered	Not registered
5.	Unit no.	No space no. was allotted.
6.	Unit area	Super area of 1000 sq.ft. (page 21 of complaint)
7.	Date of execution of MoU	18.09.2006 (page 19 of complaint)
8.	Due date of possession	18.09.2009 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 SC); MANU/SC/0253/2018</i>]
9.	Total sale consideration	Rs.15,00,000/- (as per CRA at page 11 of complaint)
10.	Total amount paid by the complainant	Rs.13,50,000/- (as per page 22 of complaint)
11.	Assured return clause	2. "That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs.1350/- per square foot of the entire super area to be allotted, on or before the signing of this Memorandum of Understanding. That First Party shall after receipt of part consideration. @ Rs.1350/- per square foot of the entire super area i.e. Rs.1350000 (Rupees Thirteen Lakhs Fifty Thousand only) give an investment return @ Rs.26.09 per square foot per month i.e. Rs.26090

		<p><i>(Rupees Twenty Six Thousand Ninety only) by way of interest (subject to deduction of tax at source) w.e.f. 1/10/2006 on quarterly intervals at the end of every quarter for which it is due. That the First Party shall give an investment return (interest) @ Rs.27.50 per square foot per month of area of the Proposed Premises subject to the timely payment of balance consideration amount @ Rs.150/- per square foot of the space area i.e. Rs.150000 (Rupees One Lakh Fifty Thousand only) by Second Party till the date of offer of possession of space in the Complex."</i></p> <p>3. "That the First Party shall two months prior to date of offer of possession of space demand from the Second Party the remaining consideration amount @ Rs.150/- per square foot of super area of the Proposed Premises i.e. Rs. 150000 (Rupees One Lac Fifty Thousand only) subject to increase or decrease on the basis of actual super area of the space at the time of completion / offer of possession of the space. Henceforth on receipt of total sale consideration of Rs. 1500000 (Rupees Fifteen Lakhs only) subject to increase or decrease as aforesaid the First Party shall pay to the Second Party an investment return (interest) of @ Rs.27.50 per square foot per month of the space are till such time the space is leased out (but subject to clause 6) on behalf of Second Party by the First Party at the exclusive cost of the First Party."</p>
12.	Occupation certificate	Not on record
13.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions: -

- I. That the complainants were allotted a unit measuring 1000 sq ft. in the project of the respondent named "IT Park Complex" situated at Sector 48, Village Tikri, Gurugram vide memorandum of understanding dated 18.09.2006.
- II. That as per clause 2 of MoU agreement, the respondent was liable to pay assured return/investment return of Rs.26.09/- per sq. ft. per month (Rs.26,090/-) subject to deduction of TDS from 01.10.2006 till the date of offer of possession of the booked unit.
- III. That as per clause 3 of MoU, the respondent was liable to pay assured return/investment return of Rs.27.50/- per sq. ft. per month (Rs.27,500/-) subject to deduction of TDS from date of offer of possession of the booked unit till date of execution of lease of booked unit by promoter.
- IV. That the complainants had already paid an amount of Rs.13,50,000/- out of agreed total sale consideration of Rs.15,00,000/- to the respondent as per agreed payment plan.
- V. That as per clause 3 of MoU, the respondent was entitled to issue demand letter asking for remaining sale consideration of Rs.1,50,000/- two months prior to date of offer of possession of booked unit only. It is pertinent to mention that the respondent company has failed to complete construction and offer possession of the booked unit till date.
- VI. That as per clause 12 of MoU, the respondent was liable to execute flat buyer agreement within 2 months of approval of building plans of real estate project in question. However, the respondent company failed to execute flat buyer agreement till date.
- VII. That the respondent has also failed to register real estate project in question with Haryana Real Estate Regulatory Authority, Gurugram

till date.

VIII. That the respondent was liable to complete construction and offer possession of the booked unit within a period of 3 years from the date of execution of MoU.

IX. That the complainant had invested his hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at in order to allure the complainant. However, the respondent has failed to abide all the obligations of him stated orally and under the memorandum of understanding duly signed between both the present parties. Therefore, the present complainant is forced to file present complaint before this Authority.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. Direct the respondent to pay the assured monthly return as per the MoU.
- II. Direct the respondents to pay delay possession charges, handover possession and to execute conveyance deed.
- III. Impose penalty upon the respondent for non-execution of BBA and for non-registration of project in question with this Authority.

5. The respondent/promoter put in appearance through its counsel and marked attendance on 25.09.2024, 22.01.2025, 19.02.2025 and 07.05.2025. Despite specific directions for filing of reply, the respondent has failed to comply with the orders of the Authority. It shows that the respondent was intentionally delaying the procedure of the court by avoiding filing of reply in the matter. Therefore, in view of above, the defence of the respondent was struck off vide proceedings dated 07.05.2025. However, in the interest of justice, vide proceedings dated 03.09.2025, the respondent was given an opportunity to file

written submissions in the matter, but the same has not been filed by it till date.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the complainants.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

8. 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

9. 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.

10. 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 the assured monthly return as per the MoU.

E.II Direct the respondent to pay delay possession charges.

11. The complainants have submitted that they have booked a space admeasuring 1000 sq. ft. in project of the respondent named "IT Park Complex" at Sector-48, Gurugram. A memorandum of understanding stipulating the terms and conditions of the sale and purchase was duly executed between the parties on 18.09.2006. The total cost of the space was Rs.15,00,000/- and the complainants have paid a sum of Rs.13,50,000/- as per the payment plan. As per clause 2 of MoU, the respondent was liable to pay assured return/investment return of Rs.26.09/- per sq. ft. per month (Rs.26,090/-) subject to deduction of TDS from 01.10.2006 till the date of offer of possession of the booked unit. Further, as per clause 3 of MoU, the respondent was liable to pay assured return/investment return of Rs.27.50/- per sq. ft. per month (Rs.27,500/-) subject to deduction of TDS from date of offer of possession of the booked unit till date of execution of lease of booked unit by promoter. Furthermore, as per clause 3 of MoU, the respondent was entitled to issue demand letter asking for remaining sale consideration of Rs.1,50,000/- two months prior to date of offer of possession of booked unit only. It is pertinent to mention that the respondent company has failed to complete construction and offer possession of the booked unit till date. The complainants have requested the respondent to pay the assured interest as per agreement, but the respondent completely failed to pay the assured interest to the

complainants and the assured return is due on part of the respondent from February, 2015 till date.

12. The MoU dated 18.09.2006 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. 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.
13. The Authority observes that 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 allottee has a right to approach the Authority for redressal of his grievances by way of filing a complaint.

14. Further, if the project in which the advance has been received by the developer from an allottee 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. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the said memorandum of understanding.
15. In the present complaint, the assured return was payable as per clause 2 and 3 of MoU, which is reproduced below for the ready reference:

Clause 2.

"That out of the said total consideration amount the Second Party shall pay to the First Party a sum calculated @ Rs.1350/- per square foot of the entire super area to be allotted, on or before the signing of this Memorandum of Understanding. That First Party shall after receipt of part consideration, @ Rs.1350/- per square foot of the entire super area i.e. Rs.1350000 (Rupees Thirteen Lakhs Fifty Thousand only) give an investment return @ Rs. 26.09 per square foot per month i.e. Rs.26090/- (Rupees Twenty Six Thousand Ninety only) by way of interest (subject to deduction of tax at source) w.e.f. 1/10/2006 on quarterly intervals at the end of every quarter for which it is due. That the First Party shall give an investment return (interest) @ Rs.27.50/- per square foot per month of area of the Proposed Premises subject to the timely payment of balance consideration amount @ Rs.150/- per square foot of the space area i.e. Rs.150000/- (Rupees One Lakh Fifty Thousand only) by Second Party till the date of offer of possession of space in the Complex."

Clause 3.

"That the First Party shall two months prior to date of offer of possession of space demand from the Second Party the remaining consideration amount @ Rs.150/- per square foot of super area of the Proposed Premises i.e. Rs. 150000 (Rupees One Lac Fifty Thousand only) subject to increase or decrease on the basis of actual super area of the space at the time of completion / offer of possession of the space. Henceforth on receipt of total sale consideration of Rs. 1500000 (Rupees Fifteen Lakhs only) subject to increase or decrease as aforesaid the First Party shall pay to the Second Party an investment return (interest) of @ Rs.27.50 per square foot per month of the space are till such time the space is leased out (but subject to clause 6) on behalf of Second Party by the First Party at the exclusive cost of the First Party."

Thus, as per clause 2 of the MoU, the assured return was payable @Rs.26,090/- (inclusive of TDS) per month w.e.f. 01.10.2006, till possession of the space is offered to the complainants by the respondent. Further, as per clause 3 of the MoU, the assured return was payable @Rs.27.50 per sq. ft. of the space, from date of receipt of balance sale consideration from the complainants post receipt of OC/CC, till the space is leased out by the respondent (subject to clause 6 of the MoU).

16. In light of the reasons mentioned above, the Authority is of the view that as per the MoU dated 18.09.2006, it was obligation on the 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 18.09.2006. Further, it is to be noted that the possession of the subject unit has not been offered 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.26,090/- (inclusive of TDS) per month from the date i.e., 01.10.2006 till possession of the subject space is offered 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. Further, the respondent is also liable to pay assured return @Rs.27.50 per sq. ft. of the space, from date of receipt of balance sale consideration from the complainants post receipt of OC/CC, till the space is leased out by the respondent (subject to clause 6 of the MoU), as per the memorandum of understanding.

17. The complainants are further seeking relief with respect to payment of delay possession charges at prescribed rate from the respondent in terms of Section 18 of the Act, 2016.
18. **Due date of possession:** The Hon'ble Supreme Court in the case of *Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018* observed that *"a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.*
19. In view of the above-mentioned reasoning, the date of MoU i.e. 18.09.2006 is ought to be taken as the date for calculating due date of possession. Therefore, the due date of possession comes out to be 18.09.2009.
20. **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.

21. 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.
22. 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., 24.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
23. 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;"*

24. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.85%** by the respondent/promoter which is the same as is being granted to them in case of delay possession charges.

25. 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. The possession of the subject space was to be offered by 18.09.2009. The respondent has failed to hand over possession of the subject space 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.
26. 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.26,090/- (inclusive of TDS) 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 allottee that the complainants shall be entitled for this specific amount from 01.10.2006 upto offer of possession. Accordingly, the interest of the allottee 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 allottee 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.
27. 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.
 28. In the present case, the assured return was payable till offer of possession of the unit to the complainants. The Authority observes that the project is considered habitable or fit for occupation only after the grant of occupation certificate by the competent authority. However, there is nothing on the record to show that the respondent has applied for OC/CC or what is the status of the development of the project. In view of the above, the assured return shall be payable till possession of the said unit is offered to the complainants after obtaining occupation certificate from the competent authority.
 29. 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.26,090/- (inclusive of TDS) per month from the date i.e., 01.10.2006 till possession of the subject space is offered 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.
 30. The respondent is further directed to pay assured return @Rs.27.50 per sq. ft. of the space, from date of receipt of balance sale consideration from the complainants post receipt of OC/CC, till the space is leased out

by the respondent (subject to clause 6 of the MoU), as per the memorandum of understanding.

E.III Direct the respondent to handover the possession of the said unit and to execute conveyance deed.

31. 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 get the conveyance deed executed in favour of the allottee. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed. The Authority observes that there is nothing on the record to show that the respondent has applied for OC/CC or what is the status of the development of the project. Hence, the respondent is directed to handover the possession of the space/unit to the complainants in terms of the memorandum of understanding dated 18.09.2006 executed between the parties and to execute conveyance deed in favour of the complainants on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation/completion certificate from the competent authority.

E.IV Impose penalty upon the respondent for non-execution of BBA and for non-registration of project in question with this Authority.

32. The complainants have submitted that as per clause 12 of MoU, the respondent was liable to execute flat buyer agreement within 2 months of approval of building plans of real estate project in question. However, the respondent company failed to execute flat buyer agreement till date. Further, the respondent has also failed to register real estate project in question with the Authority till date. Thus, exemplary penalty against the respondent be imposed.

33. After considering the above, the Authority observes that the Authority has already taken Suo-motu cognizance of non-registration of the

is still pending with the Authority. Thus, no direction to the same. However, the planning branch of the Authority is directed to put up the matter before the Authority within a period of 30 days.

34. As far as the issue regarding non-execution of BBA is concerned, the Authority observes that as per clause 12 of the MoU dated 18.09.2006, the respondent was obligated to execute a buyer's agreement with the complainants within a period of two months from the date of approval of building plans. Further, the project in question is an ongoing project, and the provisions of the Act are applicable to it. The Authority further observes that despite receipt of considerable amount against the booked space back in 2006 from the complainants, the respondent-promoter has failed to enter into a written agreement for sale against the space in question till date. Hence, it is violation of the provisions of the Act, and shows its unlawful conduct. As per Section 13(1) of the Act, 2016, the promoter is obligated to not to accept more than 10% of the cost of the apartment, plot or building as the case may be, as an advance from a person without entering into a written agreement for sale with such person and register the said agreement for sale. Thus, in view of Section 13 of the Act of 2016, the respondent-promoter is directed to enter into a registered buyer's agreement with the complainants against the space in question as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 90 days from the date of this order.

F. Directions of the authority

35. 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 complainant at the agreed rate i.e., @Rs.26,090/- (inclusive of TDS) per month from the date i.e., 01.10.2006 till possession of the subject space is offered 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 assured return @Rs.27.50 per sq. ft. of the space, from date of receipt of balance sale consideration from the complainants post receipt of OC/CC, till the space is leased out by the respondent (subject to clause 6 of the MoU), as per the memorandum of understanding.
- iii. The respondent is directed to pay arrears of accrued assured return as per MoU dated 18.09.2006 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.
- iv. The respondent is directed to handover possession of the unit/space in question to the complainants in terms of the memorandum of understanding dated 18.09.2006 and execute conveyance deed in favour of the complainants on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation/completion certificate from the competent authority.
- v. The respondent shall not charge anything from the complainants which is not the part of the MoU dated 18.09.2006.

- vi. The respondent is directed to enter into a registered buyer's agreement with the complainants against the space/unit in question as per the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 within a period of 90 days from the date of this order.
- vii. The planning branch of the Authority is directed to put up the Suo-motu complaint bearing no. RERA-GRG-347-2024 before the Authority within a period of 30 days.
36. Complaint stands disposed of.
37. File be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2025

HARERA
GURUGRAM