

4.	Buyer's agreement	08.01.2015 (page no. 39 of complaint)
5.	Agreement (Duplicate)	18.12.2021 (page no. 18 of complaint)
6.	MOU	05.01.2015 (Page no. 42 of complaint)
7.	MOU (Duplicate)	18.12.2021 (Page no. 41 of complaint)
8.	Unit no.	Retail shop, FD-12, 1 st floor (page no. 20 of complaint)
9.	Unit area admeasuring	650 sq. ft. (page no. 20 of complaint)
10.	Possession Clause	<i>5.Completion and Possession</i> <i>5.1That the Company shall complete the construction of the said Unit within 24 months from the date of execution of 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 including sale price, maintenance charges, security deposit, stamp duty and other charges etc. have been paid to the Company.</i>
11.	Assured return clause	<i>1. The Buyer has paid to the Developer an amount of Rs. 26,00,000/-on which the developer shall give an investment</i>

		assured return of Rs. 60,667/- per month w.e.f. 26.12.2014 in arrears till the date of possession of the Said Unit is handed over to the Buyer. (As per MOU dated 05.01.2015)
12.	Date of start of construction	Not mentioned
13.	Due date of possession	08.01.2017 (calculated as per possession clause)
14.	Total sale consideration	Rs. 31,20,000/- (as per MOU at page 43 of complaint)
15.	Amount paid by the complainant	Rs. 28,26,460/- (as per receipts of payment at page 12 of complaint)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

1. To pay assured return due and payable by it to the complainant.
2. Direct the respondent to handover possession of the unit along with prescribed interest per annum from the promised date of delivery of the unit till actual handing over of the said unit.
3. Direct the respondent to continue pay investment return/monthly returns to the complainant
4. Direct the respondent to execute conveyance deed.

The defence of the respondent was struck off in the proceeding dated 3.5.2024. Arguments of the complainant heard. In the interest of justice, the respondent



HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.हो. विश्राम गृह सिविल लाइन्स गुरुग्राम हरियाणा

is granted an opportunity to file written arguments within a period of two weeks with an advance copy to the complainant.

Order reserved.

Matter to come up on **20.09.2024** for pronouncement of order.

Ashok Sangwan
Member
06.09.2024