BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	**1144 of 2021**
First date of hearing:	**30.03.2021**
Date of decision:	**15.09.2023**

1. Vimal Kumar Sachdeva 2. Anjali Sachdeva **R/o** B-240, Florence Elite, Sushant Lok-III, Sector 57, Gurugram, Haryana-122018	**Complainants**
Versus	
M/s Sana Realtors Pvt. Ltd. **Office address**: D-2, Lower Ground Floor, Southern Park, District Centre, Saket, New Delhi-110075.	**Respondent**

CORAM:

Shri Sanjeev Kumar Arora — **Member**

APPEARANCE:

Mr. Shayon Chakrabarti (Advocate) — Complainants

Mr. Gaurav Raghav (Advocate) — Respondent

ORDER

1. The present complaint dated 25.02.2021 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 allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the amount of 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. N.	Particulars	Details
1.	Name of the project	Precision Soho Tower, Sector-67, Gurugram, Haryana.
2.	Nature of the project	Commercial complex
3.	DTPC license details	72 of 2009 dated 26.11.2009. **Valid/renewed up to**- 25.11.2019. **Licensee**- Sh. HARI SINGH **Licensed area**- 2.456 acres
4.	RERA registered/ not registered	**Not registered**
5.	Unit no.	Space no. 65, ground floor [Page 23 of complaint]
6.	Unit measuring	727 sq. ft. [Page 23 of complaint]
7.	Provisional allotment letter	31.03.2010 [Page 20 of complaint]
8.	Memorandum of agreement executed on	11.05.2010 [Page no. 21 of complaint]

9.	Date of execution of buyer agreement	Not executed
10.	Due date of delivery of possession as per clause 2 of MoU i.e., 3 years from the date of this agreement [Page 23 of complaint]	**11.05.2013**
11.	Assured return clause	2. After receipt of consideration of **Rs.26,00,000/-** (Rupees Twenty Six Lakhs only), the Developer shall give an investment return @ **Rs.60/-** Per Sq. Ft. per month i.e., **Rs.42,160/-** (Rupees Forty Two Thousand One Hundred Sixty Only) with effect from **May 2010** on or before 10th day of every month for which it is due **till the possession of the said property** is offered to the buyer which shall be tentatively within three years from the date of agreement. [Page 23 of complaint]
12.	Total consideration as per clause 1 of MoU dated 11.05.2010	Rs. 27,58,400/-
13.	Total amount paid by the complainant	Rs. 26,00,000/- (As per clause 1 of MoU, balance amount i.e., 1,58,400/- is to be paid at the time of offer of possession) [Page 23 of complaint]
14.	Occupation certificate	18.07.2017 [Page 37 of reply]

15.	Payment demand on "Offer of possession"	24.07.2017 [Page 39 of reply]
16.	Assured return received by the complainant till	January 2015 [Page 11 of complaint and admitted by the respondent on page 8 of reply]
17.	Legal notice sent by the complainant to the respondent	28.10.2018 [Page 40 of complaint]

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

a. That the complainants, Mr. Vimal Sachdeva and Mrs. Anjali Sachdeva, are law abiding citizens of India and are residing at B-240, Florence Elite, Sushant Lok – III, Sector-57, Gurgaon Haryana. The respondent had approached the complainants and assured that the project "Percision Soho Towers" was a very good project being developed in a very good location and made promises of assured returns and various other benefits to entice, seduce and persuade the complainants to buy a unit in the project.

b. That the complainants had with the intention to provide office/shop space for themselves, and their family had booked a space in the project of the respondent namely, space no. 65 on ground floor, admeasuring the super area of 727 sq. ft. "Precision Soho Towers" Sector-67, Gurgaon (Haryana) ("Space") after paying almost 95% of the total consideration amount to the tune of ₹ 26,00,000/- out of the total consideration of ₹ 27,58,400/-.

c. That the respondent had allotted unit no. 06-A on ground floor to the complainants vide allotment letter dated 31.03.2010. That the complainants and respondent have thereafter executed the memorandum of understanding dated 11.05.2010 ('MoU'). That in accordance with clause 2 of the said MoU the respondent was under the obligation to pay an investment return ₹ 60/- per sq. ft. per month i.e., ₹ 42,160/- on or before 10th day of every month till the possession of the said property is offered.

d. That the respondent had further assured the complainants that the possession would be handed over within three years from the date of execution of the MoU which also been enshrined in clause 2 of the MoU. The date of handing over possession was 10.05.2013. That till the month of January 2015 the respondent had paid the assured return of ₹ 42,160/- and have thereafter failed to pay the assured return to the complainants despite incessant requests.

e. That the complainants have been running from pillar to post and have time and again requested the respondent to continue paying the assured return and to hand over possession to the complainants. That it is pertinent to note that had the complainants defaulted on their payment they would be liable to pay interest at 21% p.a. and hence the respondent should also be put on the same footing when they have defaulted.

f. That the respondent vide notice dated 01.06.2018 admitted its outstanding liability. That it is pertinent to point out that in the mentioned notice the respondent has taken a stand that possession

of the unit has been offered to the complainants, the same is nothing but a white lie and the respondent has not offered possession to the complainants as on date.

g. That the complainant thereafter issued another legal notice dated 15.11.2018 to the respondent for their acts of fraud, cheating and manipulation of books of account. The respondent, despite receipt of the notice, has refrained from replying to the same.

h. As a date the complainant, despite running from pillar to post has not received assured returns from the month of January 2015. The assured returns for the period of February 2015 to February 2021 i.e., for 72 months are due and payable as on date. The principal total amount is ₹ 30,35,520/-. That the interest at 21% upon the said amount from the period each amount fell due is ₹ 30,61,385/-. At the cost of repetition, it is reiterated that the respondent shall be made to pay interest at the same rate that the complainants would have to pay had they defaulted.

i. That it is evident that the respondent is wrongfully withholding ₹ 30,35,520/- along with interest @ 21% till date from the date each payment fell due, from the complaints despite the complainants running from pillar to post and demanding the amounts from the respondent several number of times. It is submitted that the complainant made payment of ₹ 26,00,000/- till date which has been received by the respondent, but the respondent has evidently failed to hand over the possession of the flat to the complainant which was due in May 2013.

j. It is submitted that the respondent has failed to pay the assured return of ₹ 42,160/- from February 2015 i.e., 72 months as on date, amounting to ₹ 30,35,520/-. That it is only fair and just that this Hon'ble Authority may be pleased to direct the respondent to immediately release ₹ 30,35,520/- along with interest @ 21% p.a. from the date each payment fell due till the date of payment being the amount payable towards assured return.

k. That it is only just and fair that this Hon'ble Authority may be pleased to direct the respondent to provide immediate possession of the space along with compensation at prescribed rate from the payment made in pursuant to the allotment, starting from first payment made on 28.12.2010 which is just and fair in the circumstances amongst other reliefs.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

a. Direct the respondent to deliver the immediate possession of the space along with all the promised amenities and facilities.

b. Direct the respondent to pay assured return as promised as per MoU along with interest @ 21% p.a.

c. Cost of litigation- ₹ 1,00,000/-.

5. On the date of hearing, the authority explained to the respondent/ promoters about the contraventions 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 by way of written reply made the following submissions:

a. That the present complaint filed by the complainant is liable to be dismissed, as per the MOU only the Courts at Delhi shall have Jurisdiction and the dispute resolution mechanism is Arbitration only. As per the provisions of the Arbitration and Conciliation Act the present complaint is not maintainable.

b. That the respondent had way back on 18.05.2015 applied with the concerned authority i.e., DTCP for the grant of the occupation certificate and the concerned authority on 18.07.2017 prior to the commencement of the Rules had granted the respondent with the occupation certificate. It is pertinent to state the said Rules mentioned herein above were notified only on 28.07.2017 and therefore, cannot applied retrospectively to a project which stands completed before the Rules coming into force. The respondent had obtained the occupation certificate for its project despite which was an "ongoing project" even prior to the notification of the rules. Hon'ble Bombay High Court in the case of *Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India reported in SCC Online Bom 9302*, wherein the collective reading of Rules 2(o) and 2(Zn) of the Rules have been interpreted and it was held that the rules of RERA are not applicable retrospectively.

c. That the specific agreements entered into between the respondent and the complainant are prior to coming into force of the Act and

Haryana Rules, hence the provisions of HRERA are not applicable to the present complaint.

d. That the present complaint filed by the complainant is liable to be dismissed as there is no agreement in respect of the unit of the complainant and as such there are no terms that were settled. MOU can't be kept at par with the flat buyer agreement as the MOU is referring to the returns on investment but has nothing about the allotment of unit. As the flat buyer agreement was not signed, hence the present matter does not come within the ambit of the Act.

e. That the present complaint filed by the complainant is liable to be dismissed as in the projects wherein the occupation certificate is issued prior to the enactment of HRERA (RERA in Haryana was set up on 29 July 2017), the complaints are not maintainable.

f. That no flat buyer agreement was entered between the parties and the complainant even failed to make the payment as per the MOU. The complainant preferred to make payments as per the construction linked plan, have failed to make the outstanding payments. For the sake of brevity, the misconduct of the complaint is reflected herein below:

Total consideration Cost of the Unit (At the time of offer of possession) (In Rs)	**Amount Paid by the Complaint (Rs)**	**Amount Outstanding on the Date of Offer Of Possession i.e. 24/07/2017**
Rs. 34,84,608/-	Rs. 26,00,000/-	Rs. 9,33,190/-

g. That the complaint before the authority is beyond the limitation period and hence the present application is liable to be dismissed. The complainants were time and again requested for signing the flat buyer agreement but the complainant neither signed the agreement nor took the possession which was offered way back on 24.07.2017. The complaint of the complainant is only with malice and is nothing more than malicious prosecution. Referring to the provisions of Limitation Act, the maximum period as per Article 113 of the Limitation Act is three years and the same has already elapsed.

h. That the present complaint filed by the complainant is not maintainable as the occupancy certificate is already issued on 18.07.2017 i.e., prior to the commencement of the rule. No buyer's agreement was executed hence there is no actual allotment of any unit in favour of the complainant and the MOU was nothing more than an agreement of advancement of some amount. There was no agreement between the parties and hence, there was even no timeline ever fixed in respect of the construction. The complainant except the initial amount didn't make any further payment and even also failed to execute any flat buyer agreement.

i. That initially there were high tension wires passing through the project land and the work got delayed as the agencies did not remove the same within time promised and since the work was involving risk of life, even the respondent could not take any risk and waited for the cables to be removed by the Electricity Department and the project was delayed for almost two years at the

start. Initially, there was a 66 KV Electricity Line which was located in the land wherein the project was to be raised. Subsequently an application was moved with the HVPNL for shifting of the said Electricity Line. HVPNL subsequently demanded a sum of Rs. 46,21,000/- for shifting the said Electricity Line and lastly even after the deposit of the said amount HVPNL took about one and half years for shifting the said Electricity Line. It is pertinent to mention here that until the Electricity Line was shifted the construction on the plots was not possible and hence the construction was delayed for about two years. It is pertinent to note here that the diligence of the respondent to timely complete the project and live up to its reputation can be seen from the fact that the respondent had applied for the removal of high-tension wires in the year 2008 i.e., a year even before the license was granted to the respondent so that the time can be saved and project can be started on time. It is submitted that the contractor M/s Acme Techcon Private Limited was appointed on 08.07.2011 for development of the project and it started development on war scale footing. It is submitted that in the year 2012, pursuant to the Punjab and Haryana High Court order, the DC had ordered all the developers in the area for not using ground water and the ongoing projects in the entire area seized to progress as water was an essential requirement for the construction activities and this problem was also beyond the control of the respondent, which further was duly noted by various media agencies and documented in the government department.

Further since the development process was taking lot of time and the contractor had to spend more money and time for the same amount of work, which in normal course would have been completed in almost a year, due to the said problems and delay in the work, the contractor working at the site of the respondent also refused to work in December, 2012 and the dispute was settled by the respondent by paying more to the earlier contractor and thereafter appointing a new contractor M/s Sensys Infra Projects Pvt. Ltd. in January, 2013 immediately to resume the work at the site without delay. Further, the project is complete since 2015 and the respondent has also applied for the occupancy certificate in May 2015. Lastly, in July 2017, occupancy certificate was issued and the delay of two years was on account of the delay at the end of DTCP.

j. That the present complaint filed by the complainant is liable to be dismissed as the complainant is having no locus standi and had made false allegations against the respondent without any substantial evidence, hence the present complaint is not maintainable and is liable to be dismissed with heavy cost. All other averments made in the complaint were denied in toto.

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

E. Jurisdiction of the authority

8. The plea of the respondents regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes 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 the 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 completed 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)(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 promoter, the allottees and the real estate agents under this Act and the rules and regulations 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 complainant at a later stage.

F. Findings on the relief sought by the complainant.

F. I Direct the respondent to deliver the immediate possession of the space along with all the promised amenities and facilities.

12. The respondent obtained the OC from the competent authority on 18.07.2017 and offered the possession of the allotted unit vide letter dated 24.07.2017. As per section 19(10) of the Act of 2016, the allottee is under an obligation to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. The complainants are directed to take possession of the allotted unit after payment of dues within 2 months after payment of dues, if any.

13. The respondent shall hand over the possession of the allotted unit as agreed between the parties.

F.II. Direct the respondent to pay assured return as promised as per MoU along with interest @ 21% p.a.

14. The complainants in the present matter are seeking assured return as per MoU dated 11.05.2010, vide clause 2 of the MOU the respondent company agreed to pay a monthly investment return @ ₹60/- per sq. ft. i.e., ₹ 42,160/- after receipt of ₹ 26,00,000/- w.e.f. May 2010 till the possession of the said property shall be tentatively within three years from the date of agreement. The relevant clause is produced for the ready reference:

> *"After receipt of consideration of **Rs.26,00,000/-** (Rupees Twenty Six Lakhs only), the developer shall give an investment return @ **Rs.60/-** per sq. ft. per month i.e., **Rs.42,160/-** (Rupees Forty Two Thousand One Hundred Sixty Only) with effect from **May 2010** on or before 10th day of every month for which it is due **till the possession of the said property** is offered to the buyer which shall be tentatively within three years from the date of agreement."*

15. It is pleaded that the respondent has not complied with the terms and conditions of the agreement and the MOU. Though for some time, i.e., till January 2015 the assured return were paid by the respondent as admitted by the respondent in its reply. However, the respondent in its reply contended that the high-tension wires were passing through the project and the work got delayed for almost two years at the start as the agencies did not remove the same within the promised time. Furthermore, the respondent states that it applied for the removal in the year 2008 i.e., a year before the license was granted. The authority while going by the facts of the case is of the view that although the respondent could not start construction of the said project until the removal of the high-tension wires but since the respondent was aware of this fact and applied for removal even before the MoU was executed and that being the scenario the respondent had a liberty to change the clauses a per the current situation. Since the respondent did not mention the same in its MoU therefore, he cannot deny his contractual liabilities now as the 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. Since the agreement defines the buyer-promoter relationship therefore, it

can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship. Therefore, it can be said that the real estate regulatory authority has complete jurisdiction to deal with assured return cases as the contractual relationship arise out of agreement for sale only and between the same parties as per the provisions of section 11(4)(a) of the Act of 2016 which provides that the promoter would be responsible for all the obligations under the Act as per the agreement for sale till the execution of conveyance deed of the unit in favour of the allottees. Now, three issues arise for consideration as to:

i. *Whether authority is within the jurisdiction to vary its earlier stand regarding assured returns due to changed facts and circumstances.*
ii. *Whether the authority is competent to allow assured returns to the allottees in pre-RERA cases, after the Act of 2016 came into operation.*

16. While taking up the cases *of* ***Brhimjeet & Anr. Vs. M/s Landmark Apartments Pvt. Ltd. (complaint no 141 of 2018), and Sh. Bharam Singh & Anr. Vs. Venetain LDF Projects LLP" (complaint no 175 of 2018)*** decided on 07.08.2018 and 27.11.2018 respectively, it was held by the authority that it has no jurisdiction to deal with cases of assured returns. Though in those cases, the issue of assured returns was involved to be paid by the builder to an allottee but at that time, neither the full facts were brought before the authority nor it was argued on behalf of the allottees that on the basis of contractual obligations, the builder is obligated to pay that amount. However, there is no bar to take a different view from the earlier one if new facts and laws have been brought before an adjudicating authority or the court. There is a doctrine of "prospective overruling", and

which provides that the law declared by the court applies to the cases arising in future only and its applicability to the cases which have attained finality is saved because the repeal would otherwise work hardship to those who had trusted to its existence. A reference in this regard can be made to the case of ***Sarwan Kumar & Anr Vs. Madan Lal Aggarwal Appeal (civil) 1058 of 2003*** decided on 06.02.2003 and wherein the hon'ble apex court observed as mentioned above. So, now the plea raised with regard to maintainability of the complaint in the face of earlier orders of the authority is not tenable. The authority can take a different view from the earlier one on the basis of new facts and law and the pronouncements made by the apex court of the land. It is now well settled preposition of law that when payment of assured returns is part and parcel of builder buyer's agreement (maybe there is a clause in that document or by way of addendum , memorandum of understanding or terms and conditions of the allotment of a unit), then the builder is liable to pay that amount as agreed upon and can't take a plea that it is not liable to pay the amount of assured return. So, it can be said that the agreement for assured returns between the promoter and allotee arises out of the same relationship and is marked by the original agreement for sale. Therefore, it can be said that the authority has complete jurisdiction with respect to assured return cases as the contractual relationship arises out of the allotment letter only and between the same contracting parties to the MoU. In the case in hand, the issue of assured returns is on the basis of contractual obligations arising between the parties. Then in case of ***Pioneer Urban Land and Infrastructure Limited & Anr. v/s Union of India & Ors. (Writ Petition***

(Civil) No. 43 of 2019) decided on 09.08.2019, it was observed by the Hon'ble Apex Court of the land that "...allottees who had entered into "assured return/committed returns' agreements with these developers, whereby, upon payment of a substantial portion of the total sale consideration upfront at the time of execution of agreement, the developer undertook to pay a certain amount to allottees on a monthly basis from the date of execution of agreement till the date of handing over of possession to the allottees". It was further held that 'amounts raised by developers under assured return schemes had the "commercial effect of a borrowing' which became clear from the developer's annual returns in which the amount raised was shown as "commitment charges" under the head "financial costs". As a result, such allottees were held to be "financial creditors" within the meaning of section 5(7) of the Code" including its treatment in books of accounts of the promoter and for the purposes of income tax. Then, in the latest pronouncement on this aspect in case ***Jaypee Kensington Boulevard Apartments Welfare Association and Ors. vs. NBCC (India) Ltd. and Ors. (24.03.2021-SC): MANU/ SC/0206 /2021,*** the same view was followed as taken earlier in the case of ***Pioneer Urban Land Infrastructure Ld & Anr.*** with regard to the allottees of assured returns to be financial creditors within the meaning of section 5(7) of the Code. Then after coming into force the Act of 2016 w.e.f. 01.05.2017, the builder is obligated to register the project with the authority being an ongoing project as per proviso to section 3(1) of the Act of 2017 read with rule 2(o) of the Rules, 2017. The Act of 2016 has no provision for re-writing of contractual obligations between the parties as held by the Hon'ble

Bombay High Court in case ***Neelkamal Realtors Suburban Private Limited and Anr. v/s Union of India & Ors.,*** (supra) as quoted earlier. So, the respondents/builders can't take a plea that there was no contractual obligation to pay the assured returns to the allottee after the Act of 2016 came into force or that a new agreement is being executed with regard to that fact. When there is an obligation of the promoter against an allottee to pay the assured returns, then he can't wriggle out from that situation by taking a plea of the enforcement of Act of 2016 or any other law.

17. Moreover, the developer is also bound by promissory estoppel. As per this doctrine, the view is that if any person has made a promise and the promisee has acted on such promise and altered his position, then the person/promisor is bound to comply with his or her promise.

18. The money was taken by the builder 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 builder 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.

19. It is not disputed that the respondent is a real estate developer, and it had not obtained registration under the Act of 2016 for the project in question. However, the project in which the advance has been received by the developer from the allottees is an ongoing project as per section 3(1) of the Act of 2016 and, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainants besides initiating penal

proceedings. So, the amount paid by the complainants to the builder is a regulated deposit accepted by the later from the former against the immovable property to be transferred to the allottee later on.

20. Accordingly, the respondent is liable to pay the monthly assured return of ₹ 42,162/- as agreed by both the parties vide clause 2 of the MoU dated 11.05.2010 from the date on which the said amount was made due by the respondent i.e., January 2015 till offer of possession i.e., 24.07.2017 along with interest @ 8.75% p.a. till the date of actual realization.

F.III Direct the respondent to pay ₹ 1,00,000/- as litigation cost.

21. The complainants are seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)***, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants may approach the adjudicating officer.

G. Directions of the authority

22. 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):

a. The complainant is entitled monthly assured return of ₹ 42,162/- as agreed by both the parties vide clause 2 of the MoU dated 11.05.2010 from the date on which the said amount was made due by the respondent i.e., January 2015 till offer of possession i.e., 24.07.2017 along with interest @ 8.75% p.a. till the date of actual realization.

b. The respondent is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any.

c. The promoter shall not charge anything which is not part of the buyer's agreement.

23. The complaint stands disposed of.

24. File be consigned to registry.

(Sanjeev Kumar Arora)
Member
Haryana Real Estate Regulatory Authority, Gurugram

Date: 15.09.2023