

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

Date of filing: 07.06.2023

Date of Order: 08.07.2025

Name of the Builder		ISHV Realtors Private Limited through its Director Representative	
Project Name		"Platina Street 109" earlier known by "Skyline 109",	
S. No.	Case No.	Case title	Appearance
1.	CR/2299/2023	Raman Suri Vs. M/s ISHV Realtors Private Limited	Shri T.S Thakran (Complainant) Shri Dhruv Lamba (Respondent)
2.	CR/2301/2023	Harsh Wardhan Suri Vs. M/s ISHV Realtors Private Limited	Shri T.S Thakran (Complainant) Shri Dhruv Lamba (Respondent)

**CORAM:**Shri Arun Kumar  
Shri Ashok Sangwan**Chairperson  
Member****ORDER**

1. This order shall dispose of the aforesaid 2 complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017

(hereinafter referred as “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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

**Unit and project related details.**

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely **“Platina 109”** earlier known by **“Skyline 109”** Sector 109, **Gurugram** being developed by the same respondent/promoter **M/s ISHV Realtor Private Limited** through its director representative. The terms and conditions of the Memorandum of Understanding (MoU) and fulcrum of the issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking Assured returns and possession of the units.
3. The details of the complaints, reply status, unit no., date of MoU, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Particulars	Details
Name and location of the project	“Platina Street 109”, earlier known by “Skyline 109”, Sector 109, Gurugram.
Project area	3.7187 acres
Nature of the project	Commercial Colony
DTCP license no. and validity status	24 of 2011 from 24.03.2011 up to 23.03.2025

Name of the Licensee	Jitender S/o Meer Singh and three others
RERA registered/ not registered and validity status	Registered
Memorandum of Understanding (MoU)	04.04.2013 (page 44 of complaint)

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & Date of execution of MoU	Assured returns clause	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession
1.	CR/2299/2023 Raman Suri Vs. M/s ISHV Realtors Private Limited	01,02,03,04,18,19,20 on 12th floor. And 04.04.2013	The developer shall pay the assured investment written at the rate of Rs.2,25,732/ ..... April 2013 till the date of offering of possession to the buyer.	Rs. 1,10,00,000/- (as per MOU at page 45 of complaint)	04.04.2016 (Calculated 3 years from the date of MoU)
2.	CR/2301/2023 Harsh Wardhan Suri Vs. M/s ISHV Realtors Private Limited	05, 06, 07 on 12 <sup>th</sup> floor. And 04.04.2013	The developer shall pay the assured investment written at the rate of Rs.61,563/- ..... from April 2013 till the date of offering	Rs. 30,00,000/- (as per MOU at page 45 of complaint)	04.04.2016 (Calculated 3 years from the date of MoU)

			of possession to the buyer.		
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4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the "Memorandum of Understanding" executed between the parties in respect of subject unit for not handing over the possession by the due date and seeking assured returns.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case *CR/2299/2023 titled as Raman Suri Vs. M/s ISHV Realtors Private Limited through its director representative.* are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

#### **A. Project and unit related details**

7. 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:

***Raman Suri Vs. M/s ISHV Realtors Private Limited***  
***through its director representative.***

S. N.	Particulars	Details
1.	Name and location of the project	"Platina 109" earlier known as "Skyline 109", Sector 109, Gurugram.
2.	Project area	3.7187 acres
3.	Nature of the project	Commercial Colony
4.	DTCP license no. and validity status	24 of 2011 from 24.03.2011 up to 23.03.2025
5.	Name of the Licensee	Jitender S/o Meer Singh and three others
6.	RERA registered/ not registered and validity status	<b>Registered</b> and valid up to 30/09/2027
7.	Memorandum of Understanding (MoU)	04.04.2013 (page 44 of complaint)
8.	MoU Clause	<b>Clause 4</b> of the MoU - <i>The developer shall pay the assured investment return @ 2,25,732/- to the second party respectively of the proposed space on or before 15<sup>th</sup> of every month. From APRIL 2013 till the date of offering of possession to the buyer.</i>
9.	Retail Space no.	01,02,03,04,18,19,20 on 12 <sup>th</sup> floor (page 45 of complaint) 7 units
10.	Area admeasuring	4400 sq. ft. (page 45 of complaint)
11.	Possession Clause	NA
12.	Due date of possession	04.04.2016 (Calculated 3 years from the date of MOU)
13.	Date of builder buyer agreement.	Not executed
14.	Total sale consideration	Rs. 1,10,00,000/- (as per MOU at page 45 of complaint)
15.	Amount paid by the complainants	Rs. 1,10,00,000/- (as per page 45 of complaint)
16.	Date of occupation certificate	Not obtained

17.	Date of offer of possession	Not offered
18.	Assured returns paid by the respondent as per the reply.	Rs. 1,03,96,234/- paid Till December 2020

## B. Facts of the complaint.

8. The complainant has made the following submissions in the complaint:

- a. That the respondent, M/s. ISHV realtors pvt. ltd. (formerly known as M/s. ISH realtors pvt. ltd., CIN U70102DL2011PTC214954), is a company incorporated under the Companies act, 1956, with its registered office at h. no. 86, new pole no. NJF XW-23, village pandwala kalan, najafgarh, new delhi - 110043. it is engaged in the business of real estate development in Gurgaon, Haryana. Initially, the company was managed by directors Mr. Vivek Arora, Mrs. prasanta arora, mr. pankaj gambhir, and mr. naveen gambhir, who were responsible for its day-to-day operations. Subsequently, the ownership of the company was transferred to mr. amit yadav and mr. mahesh yadav, who are the current directors following a change in shareholding and management.
- b. That in november 2012, the respondent company, M/s. ISHV realtors pvt. ltd., through its former directors and authorised representatives, approached the complainant with an offer to invest in retail spaces/shops in their proposed commercial project 'Skyline-109', located in Sector 109, Gurugram, Haryana, under an '**Assured Investment Return Plan**'. The project was presented as a premium mixed-use development comprising high-street retail, leisure areas, modern office spaces, and serviced apartments. the respondent assured the complainant of the project's prime location



on a 150-meter-wide road, spread over approximately 4 lakh sq. ft., with easy access from Delhi. They further promised high returns on investment and highlighted features such as landscaped surroundings, heat-reflective glass façade, ample parking, 100% power backup, high-speed elevators, 24x7 security, advanced fire detection systems, and an earthquake-resistant structure.

- c. That, the respondent company assured the complainant that they possessed all necessary licenses, sanctions, and approvals to develop the commercial project 'Skyline-109'. Relying on their representations regarding project location, features, timely completion, and the 'Assured Investment Return Plan', the complainant agreed to purchase 7 retail spaces/shops measuring 4400 sq. ft. for a total sale consideration of ₹1,10,00,000/- (rupees one crore ten lakh only). The complainant made payments towards the same from november 2012 to march 2013.

S. No.	Cheque/RTGS & Bank	Date	Amount in INR
A.	RTGS (IOB)	12.11.2012	20,00,000/-
B.	RTGS (IOB)	16.11.2012	15,00,000/-
C.	RTGS (IOB)	08.01.2013	20,00,000/-
D.	RTGS (IOB)	04.03.2013	17,00,000/-
E.	RTGS (IOB)	05.03.2013	35,00,000/-

F.	RTGS (IOB)	12.03.2013	3,00,000/-
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- d. That, A memorandum of understanding (mou) dated 04.04.2013 was executed between the complainant and the respondent, under which the complainant was allotted retail spaces nos. 01, 02, 03, 04, 18, 19 & 20 on the 12th floor (total area - 4400 sq. ft.) in the commercial project 'skyline-109', sector 109, Gurugram. As per the MOU, the respondent agreed to pay the complainant a monthly investment return of ₹2,25,732/- starting april 2013, payable on or before the 15th of each month until possession of the units was handed over. additionally, the complainant paid ₹10,00,000/- on 10.12.2013 via RTGS towards EDC, IDC, registration, development, and other charges. The agreement also provided for interest @ 21% p.a. on delayed monthly returns and stipulated that a formal space buyers agreement would be executed for the said units.
- e. Despite the agreed terms, the respondent defaulted in paying the assured monthly investment return. On being approached, they repeatedly reassured the complainant that payments along with interest @ 21% p.a. would be made and that construction was progressing, with possession to be handed over soon. Trusting these assurances, the complainant did not take immediate action. however, since the onset of covid-19 (march 2020), the respondent began avoiding calls, office visits, and meetings, causing the complainant based in Kanpur, U.P., with limited access to grow increasingly concerned about both the unpaid returns and the non-delivery of possession.



- f. That suspecting their behaviour the complainant made enquiries and visited the site on 16.07.2021 of the said commercial complex/project - 'Skyline-109' in sector -109, Gurugram, Haryana and was shocked and outraged to see that there is no sign of construction and the respondent has abandoned the said project.
- g. That, the complainant was further shocked and outraged to learn that they had no license, and permission to develop the said commercial complex/project - 'Skyline-109' at the time of booking, taking payment and entering said agreement and without license/permission, on false representations, false promise and false assurances they induced complainant, misrepresented and extracted the entire sale consideration, which amounts to cheating and fraud and on the bases of which the complainant filed criminal complaint dated 27.07.2021 before Delhi police. Even as on date they have no license, and permission to develop the said commercial complex/project - 'skyline-109'. The complainant has also learned that they are not having land for the said project. They are not having funds to develop the said project and have illegally siphoned off the money meant for the said project and have not maintained proper accounts.
- h. That, that they have executed the said agreement without identification (khasra number) of the land on which 'Skyline-109' will be constructed, which is illegal and amounts to cheating and fraud. Admittedly, complainant has made a total payment of Rs.1,10,00,000/- to respondent towards the purchase of said spaces. they in conspiracy and collusion with each other having dishonest

intention played fraud upon complainant and thereby cheated her for a sum of Rs.1,10,00,000/- for giving assured return and allotment of said spaces, but neither they have land nor giving assured return and nor developed any space to give possession to complainant against the amount received. Their said illegal act has resulted into wrongful loss to complainant and wrongful gain to respondent. They have illegally utilized the said payment for more than 11 years and have not started construction at site and have failed to deliver possession and complainant cannot wait for indefinite period. Till March, 2023 an amount of Rs. 4,29,23,586/- (Rupees four crore twenty-nine lakh twenty-three thousand five hundred eighty-six only) is due as monthly assured investment return including interest @ 21% p.a. in total against respondent. The respondent and its directors/authorised persons have committed offences punishable under section 420 IPC as well as 406 IPC read with 120B IPC.

- i. That, the respondent's conduct reveals a clear malafide intention to defraud the complainant of her hard-earned money without fulfilling the promises made under the agreement. When confronted, they allegedly threatened to forfeit the invested amount, cancel the allotment, and intimidated the complainant with dire consequences if she returned. The complainant now fears for her safety and financial loss. She later discovered that the project 'Skyline-109' is not RERA-registered, and that multiple FIRs, civil and criminal cases have been filed against the respondent company and its directors for cheating and fraud by other buyers. Their actions constitute unfair

trade practices, fraud, and are in violation of various legal provisions.

- j. That, however, rather than meeting the demands of handing over of possession of the said spaces and clear the outstanding assured investment returns as made in the said notice dated 28.07.2021 and the respondent and its said directors got issued frivolous reply dated 16.08.2021 & 23.09.2021.
- k. That the cause of action arose when the complainant made said payments to the respondent and also arose on 04.04.2013 when the parties entered into the MoU. The cause of action further arose in favour of complainant and against the respondent when the respondent on 2nd december, 2020 made last payment of the assured investment return. The cause of action further arose from time to time from december, 2020 to july 2021 on each and every occasion when the complainant made enquiries and requested the respondent to make payment of assured return and to handover possession and respondent and its said directors/authorised persons kept on assuring to make payment of assured return and handover possession of said spaces and fulfill the conditions as mentioned in the said mou and the construction is in full swing. the cause of action arose when since the covid-19 period started (march, 2020), respondent and its directors started avoiding the calls and the visits made by complainant to their office(s) and meeting, which raised the concerns of complainant. The cause of action arose in July, 2021 when the complainant made inquiries and was shocked and outraged to learn that respondent had no license, and permission to

develop the said commercial complex/project at the time of booking, taking payment and entering said agreement and without license/permission, on false representations, false promise induced complainant and extracted the entire sale consideration and on the bases of which the complainant filed criminal complaint dated 27.07.2021 against the respondent and its directors and ultimately on 13.12.2022 an FIR registered on the direction of court. The cause of action also arose on 28.07.2021 when the notice of demand was issued on behalf of the complainant and also arose on 16.08.2021 and 23.09.2021 when false replies were made and respondent failed to handed over possession of the said spaces and clear the outstanding assured investment returns and the cause of action also arose when rejoinders dated 07.10.2021 and 20.10.2021. The cause of is continuing and still subsists because the respondent has failed to fulfill its various obligations under the said MoU, including handing over physical possession of the said spaces and make payments of accrued assured investment returns with interest. Hence the cause of action for filing the above mentioned compliant is continuing, subsists and accruing every day in favour of complainant and against the respondent till the respondent fulfill its various obligations under the said MoU, including handing over physical possession of the spaces to the complainant and make payment of accrued assured investment returns with interest and damages.

**C. Relief sought by the complainant:**

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

- a. Direct the respondent to **handover possession** of the 7 units (01, 02, 03, 04, 18, 19 & 20) located on the 12th Floor, measuring 4400 sq. ft., in the commercial project *Skyline-109* (now *Platina Street 109*), Sector-109, Gurugram, Haryana as per memorandum of understanding dated 04.04.2013.
  - b. Direct the respondent to pay the **accrued assured investment return** of ₹4,29,23,586/- (up to March 2023) along with future monthly assured investment returns from April 2023 onwards, with interest at 21% per annum as per the MoU, from the date of accrual until realization, along with compensation as per law.
  - c. Direct the respondent to correct the pricing details in the List of Existing Allottees, reflecting the total price of ₹1,10,00,000/- plus ₹10,00,000/- (for EDC, IDC, registration, development, and other charges), which has already been paid by the complainant as full and final payment as per the MoU.
10. On the date of hearing, the authority explained to the respondent/promoter 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.**
11. The respondent has contested the complaint on the following grounds:
- a. That respondent entered a collaboration agreement with landowners on 24.06.2011, and the license for the commercial project "skyline-109" was granted on 24.03.2011. The project was later mismanaged by the previous directors Vivek Arora and



Prasanta Arora, who are direct relatives of the complainant Raman Suri”.

- b. That Vivek and Prasanta Arora allegedly sold approx. 58,000 sq. ft. of space, collecting around ₹11.30 crore without initiating construction for nearly 12 years. The current management accuses them of siphoning funds and creating fictitious liabilities worth ₹20.45 crore, including questionable MoUs such as the one with the complainant.
- c. That complainant bases her claim on an MoU dated 04.04.2013, alleging allocation of 4400 sq. ft. for ₹1.10 crore at an unusually low rate of ₹2,500 per sq. ft. with an assured return of Rs.2,25,732/- month (approx. 25% p.a.). The respondent argues that no such mou was executed with any other buyer, and prevailing rates were ₹5300-₹6500/sq. ft.
- d. That respondent states that no builder buyer agreement or allotment letter was ever executed with the complainant. Therefore, she does not qualify as an allottee under RERA, and the MoU was merely a personal financial understanding between her and her relatives, not enforceable against the company.
- e. That respondent contends that the complainant failed to provide any board resolution, official documentation, or legitimate payment receipts validating the alleged transaction. The MoU, if any, is portrayed as part of a larger conspiracy to misuse company funds through familial collusion.
- f. The complainant allegedly received a total of ₹1,03,96,234/- over the years, nearly the entire amount she claims to have invested. This,



combined with the high return demanded, is presented as evidence that the transaction was financial in nature, not a real estate allotment.

- g. That affidavits from the complainant's mother and sister submitted during arbitration support the claim that an oral settlement was reached in 2018, wherein the complainant agreed to receive ₹35 lakh as full settlement. This reinforces the respondent's claim that the dispute is familial and not contractual under RERA.
  - h. That the complaint is alleged to have been initiated after new management took over in 2024, purely to stall the project and exert pressure. The respondent asserts that no construction was started during the tenure of the complainant's relatives and that the complaint is part of a conspiracy to sabotage current efforts.
  - i. That the complainant in order to stall such development and construction undertaken by the present management are seeking unheard of reliefs which would stall the project. Further, the complainant at her own will has added 21% per annum interest on the alleged demanded amount without any logic or reason.
12. 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 parties.

**E. Jurisdiction of the Authority:**

13. The authority observes that it has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial Jurisdiction:**

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter Jurisdiction:**

15. 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 promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the relief sought by the complainants.****F.I. Possession and Assured returns**

17. The complainant is seeking possession and unpaid assured returns on monthly basis as per the memorandum of understanding (MoU) dated 04.04.2013. The complainants have submitted that as per clause 4 of the said MoU, it was agreed that the respondent would pay monthly assured return of Rs.2,25,732/- with effect from April 2013. Further, it was also agreed vide clause 4 of the said MoU that the responsibility of assured returns to be paid by the respondent from April 2013 till the date of offering of possession to the buyer.
18. It is pleaded that the respondent has not complied with the terms and conditions of the memorandum of understanding (MoU). The respondent refused to pay the unpaid assured returns by taking a plea that the mother of the complainant, Ms. Sudesh Kohli, and the complainant's sister, Ms. Sushma Gulati, have duly submitted sworn affidavits in the arbitration proceedings titled *Raman Suri vs. M/s. Ishv Realtors Pvt. Ltd.*, wherein it has been unequivocally affirmed that an oral settlement was entered into on 15.12.2018 between the complainant and her real sister, Ms. Prsanta Arora, along with Mr. Vivek Arora, the erstwhile directors of the respondent company. As per the terms of this oral settlement, it was mutually agreed that Ms. Prsanta Arora and Mr. Vivek Arora would refund the amounts received under the alleged Memorandum of Understanding (MoU) dated 04.04.2013 to the complainant and would further pay a sum of ₹35,00,000/- to Mr. Raman Suri and Mr. Harshvardhan Suri towards full and final settlement of all claims. But the document titled annexure R2 in the written submissions submitted by

the respondent in the pleadings, which pertains to arbitration, is not valid in the eyes of this Hon'ble Authority. The Authority does not consider this document to be relevant or binding in the present matter, as the names of Raman Suri (complainant) and ISH Realtors (respondent) are not reflected as parties in the said arbitration proceedings. Hence, the said document holds no evidentiary value or applicability before this Hon'ble Authority in the context of the present dispute. Therefore, it can be said that the authority has complete jurisdiction with respect to assured return cases as the contractual relationship arises Memorandum of Understanding (MoU).

19. The MoU dated 04.04.2013 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 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.

20. The Authority under this Act has been regulating the advances received under the project and its various other aspects. So, the amount paid by the complainant to the builder is a regulated deposit accepted by the latter from the former against the units to be transferred to the allottee later on. 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 complainant 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.
21. In the present complaint, the assured return was payable as per clause 04 of the MoU dated 04.04.2013, which is reproduced below for the ready reference:
- 04. "The developer shall pay the assured investment written at the rate of @2,25,732/- to the second party respectively of the proposed space on or before 15th of every month from April 2013 till the date of offering of possession to the buyer."*
22. Thus, the assured return was payable @2,25,732/- per month w.e.f. 04.04.2013 till the date of offering of possession to the buyer.



23. On consideration of documents available on record and submissions made by the complainant and the respondent, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The assured return is payable to the allottees as per the same stated MoU. The promoter had agreed to pay to the complainants allottee @Rs.225732/- on monthly basis from April 2013 till the date of offering of possession to the buyer. The said clause further provides that it is the obligation of the respondent promoter to pay the assured returns.
24. **Due date of possession:** The possession of the allotted units was supposed to be offered within a stipulated timeframe of 3 years from the date of execution of that MoU (3 years being a reasonable time as per the holding of *Fortune Infrastructure Vs. Travor D'Lima MANU/SC/0253/2018: (2018) 5 S.C.F. 442*. Therefore, the due date has been calculated as 3 years from the date of date of execution of MoU. Thus, the due date of possession come out to be **04.04.2016**.
25. However, admittedly, OC/CC for that block has not been received by the promoter till this date. The authority is of the view that the construction cannot be deemed to complete until the OC/CC is obtained from the concerned authority by the respondent promoter for the said project. Considering the facts of the present case, the respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.225732/- on monthly basis from April 2013 till the date of offering of possession to the buyer. The respondent has neither put on record any document for lease nor occupation certificate of the project has been obtained and



hence, any lease prior to obtaining of occupation certificate cannot be considered as valid lease.

**G. Directions of the authority**

26. 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 respondent is obligated to hand over the possession of the units to the complainant after obtaining of occupation certificate from the competent authority as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainant is obligated to take the possession within 2 months as per Section 19 (10) of the Act, 2016.
- b. The respondent is directed to pay the amount of assured returns as agreed in clause of the memorandum of understanding dated 04.04.2013 executed inter se between the parties from April 2013 till the date of offering of possession to the buyer.
- c. 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, from the complainants and failing which that amount would be payable with interest @ 9.10% p.a. till the date of actual realization.
- d. The respondent is directed to execute the Builder Buyer Agreement (BBA) with the complainant(s) strictly in accordance

with the terms and conditions of the MoU executed between the parties on 04.04.2013.

- e. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
27. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
28. Complaint stands disposed of.
29. File be consigned to registry.



**(Ashok Sangwan)**  
Member



**(Arun Kumar)**  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

**Date: 08.07.2025**

**HARERA**  
**GURUGRAM**