

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

Complaint no.: 5062 of 2024
Order pronounced on: 04.07.2025

1. Virender Dagar
2. Ravinder Dagar
3. Satinder Dagar

R/o: - 11a/1, Hans Enclave Jaipur Road Near
Jain Mandir

Complainants

Versus

M/s Vatika Limited

Regd. Office at: - INXT City Cener, Ground
Floor, Tower-A, N.H-8, Delhi Jaipur Expressway,
Sector-83, Gurugram-122012

Respondent

CORAM:

Shri Arun Kumar

Chairperson

APPEARANCE:

Shri Virender Dagar (Advocate)
Shri Venket Rao (Advocate)

Complainants
Respondent

ORDER

1. This complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision 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	Vatika Trade Centre, Gurugram
2.	RERA Registered/ not registered	Un-Registered
3.	License no. and validity	Not available
4.	Unit no.	1235,12 th floor, Tower-A [Page 26 of complaint]
5.	re-allocation of unit	240,2nd floor, Tower-E in Vatika INXT Centre Allotment of New Unit (unilaterally as objected by the complainant vide email dated 15.10.2013 on pg. 43 of complaint)
6.	Unit area admeasuring	500 sq. ft. (super area)
7.	Date of allotment	22.01.2010 (page 16-19 of complaint)
8.	Date of Builder buyer agreement	25.02.2010 (page 23 of complaint)
9.	Assured return clause (addendum agreement)	Rs. 78/- per sq. ft. monthly during the course of construction till completion of the building. (page 21 of complaint)
10.	Assured return paid by respondent	Rs 13,52,204/- (Virendra Dagar) Rs 13,12,433/- (Satinder Dagar) Rs 13,12,433/- (Ravinder Dagar)

		(as per page 45-47 of reply)
11.	Possession clause	<i>The developer will complete the construction of the said complex within 3 years from the date of execution of this agreement.</i> (page 26 of complaint)
12.	Due date of possession	25.02.2013 (as per BBA)
13.	Letting out of unit	32.2 That on the completion of the project, the unit would be let out by the developer Bonaire lessee at the minimum rental of Rs 65/- per sq.ft. per month less tax deducted at source. (page 36 of complaint)
14.	Total sale consideration	Rs.20,00,000/- (as per SOA on page 43 of reply)
15.	Amount paid by the complainant	Rs.20,21,000/- (as per SOA on page 43 of reply)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint.

3. The complainants have made the following submissions in the complaint:
- That the complainants are peace loving citizen of India and are presently residing at H.No.11A/1, Hans Enclave, Jaipur Road, Gurugram, Haryana-122001, peacefully with their family members.
 - That the complainants jointly paid a total amount of Rs. 20,00,000/- on 22-02-2010 towards the booking of the commercial unit with the respondent in its project "Vatika Trade Centre" located at Village Shikhopur and District Gurugram Haryana.

- iii. That the complainants got an allotment letter dated 25-02-2010 in which a unit bearing unit no. 1235 was allotted in the said project admeasuring 500 sq. fts on 12th floor which was divided between the complainants in share and the complainants got an application form .The complainants also got an addendum to the agreement dated 25.02.2010 in which as per the agreement the complainants will receive commitment charges of Rs.78.00/- per sq. ft monthly till the completion of the said building and Rs. 65.00/-per Sq. Ft per month after the completion of the said building.
- iv. As per builder buyer's agreement dated 25-02-2010 the construction of the said complex was to be raised within three (3) years from the date of execution of the builder buyer's agreement.
- v. That the complainants have paid a huge sum of Rs. Rs. 20,00,000/- which is the total payment of the unit. The complainants visited at the site many a times and found that construction work has not been completed as promised by the respondent.
- vi. That to the complainant's surprise the respondent later changed the unit allotted from 1235 to unit no.240, New Tower E, New Floor 2 in the said project, to get the clarification the complainant sends a mail dated 15-10-2013.
- vii. That at the time of signing the apartment buyer's agreement it was clearly told to the complainants that the possession of the unit should be handed over within three (3) years from the date of signing the builder buyer's agreement and the respondent had not given the possession till date. The complainants had purchased the said unit in a believe that after the passage of 3 years after the booking, they would be able to become an owner of a commercial space but

unfortunately all their plans got shattered as the construction of the said project got delayed even after making such a big investment. The delay in possession is totally unethical and shall be considered as an unfair business practice and now it is evident from the facts stated above that the respondents were only after the customer's money without any intention to complete the project in time as promised.

- viii. That the complainants being aggrieved by the illegal and unlawful acts of the respondent wants their due amount to be returned with compensation as the complainants not only suffered mentally, physically but has gone through a huge monetary loss only due to the respondent.
- ix. That respondent builder arbitrary not completed the said project as per the agreement, it is pertinent to mention that the respondent builder from day one of the booking in their project cheated the complainants through his arbitrary conduct into every fake deal and is trying to grab the hard-earned money of the complainants.
- x. That the respondent paid the commitment charges from February 2010 to September 2018 but unfortunately later on from October 2018 the respondent mischievously stopped paying the commitment charges as promised after dated 07.09.2018 till date.
- xi. That since the project of the respondent builder is failed and the respondent is not paying the commitment charges as promised till today, despite that the respondent builder collected the money from the complainants for the said project in the year 2010 and thereby, the respondent Builder had made wrongful loss to complainants and wrongful gain to himself.

- xii. That the complainants have requested many times to respondent to pay the due amount which they kept itself illegally and arbitrarily and with intention to make wrong full loss to complainants and gain to himself.
- xiii. That the complainants being aggrieved by the illegal and unlawful acts of the respondent, requested many a times and also sent a request vide mail dated 22.07.2023 requesting to pay the commitment charges payable against their Unit.
- xiv. That since the claim of the complainants in the present complaint is more than Rs.25,62,300/- i.e. from September 2018 to September 2024 therefore, this Hon'ble Commission is having pecuniary jurisdiction and as the respondent is having its registered office within the territorial jurisdiction of the Hon'ble commission therefore this Hon'ble court/Commission is having the territorial jurisdiction to entertain the present complaint of the complainants.
- xv. That it is submitted that acts of the respondent here in have caused severe harassment both physically and mentally and that respondent has duped the complainants of the hard-earned money invested by the complainants here in by its act of not handing over the physical possession as promised and also not paying the commitment charges as promised to the complainants.
- xvi. That the complaint filed by the complainants here in is within the limitation period and complainants has paid the fee as required under law.

D. Relief sought by the complainant:

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

- a. Direct the Respondents to pay the assured return starting from September, 2018 to September 2024.
 - b. Direct the respondent to deliver possession of the subject property
 - c. Direct the Respondents to pay the compensation of ₹5,00,000/- towards harassment to the complainant.
 - d. Direct the Respondent to pay a sum of Rs.50,000/- towards litigation charges.
5. 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.

6. The respondent has contested the complaint on the following grounds:
- i. That the present complaint filed by Mr. Virender Dagar, Ravinder Dagar and Satinder Dagar before the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram under reply is a bundle of lies, proceeded on utterly risible grounds and is filed without any cause of action and is hence liable to be dismissed.
 - ii. That the complainants are seeking assured returns in the present complaint. That the respondent had already paid the amount of assured returns as promised till the completion of construction, i.e. till September, 2018. It is humbly submitted that as per clause 32 of the builder buyer agreement dated 25.02.2010 executed between the parties, the respondent was supposed to pay Rs. 78/- per sq. ft. super area of the unit till the completion of the construction by way of assured returns from the date of execution of the BBA till the completion of construction and thereafter Rs. 65/- per sq. ft. as lease

- rentals. That with due respect, it is humbly submitted that the Ld. Authority does not have the jurisdiction to decide upon the issues of assured returns and the said issue is a matter of trial in the civil courts.
- iii. That the present complaint has been filed by the complainants asking for physical possession of the unit after the passing of almost 14 years. The BBA was executed in the year 2010 and the present complaint has been filed in the year 2024.
- iv. That the main contention of the complainants with regard to the non-payment of the assured returns, and the jurisdiction of RERA Courts to grant the relief of assured returns is already pending for adjudication before the Hon'ble Punjab and Haryana High Court in Civil Writ Petition bearing no. 26740 of 2022, wherein the matter is next listed on 25.08.2025. Resultantly, the same does not amount to the creation of the cause of action in the present complaint. The cause of action may have been created, had the complainants had opted out of the leasing arrangement and had sought the physical possession of the unit in 2013, which as per the complaint, is the due date of handing over of possession of the unit.
- v. That the BBA executed in between the complainant and the respondent is dated 25.02.2010. That the date of executing of the BBA is much prior to the coming into force of the Real Estate (Regulation and Development) Act, 2016.
- vi. That the complainant is seeking for the payment of assured returns, as is evident from the email dated 22.07.2023. That till September, 2018, the assured returns were being paid regularly to the complainants, and the complainants did not seek possession. That now in the present

complaint, the complainants allege that the possession was due in the year 2013.

- vii. At the outset, it is pertinent to bring into the attention of the Ld. authority that the complainant herein being an investor had jointly booked the commercial unit in project being developed by the respondent. It is evident that the complainants are merely investors who purchased the unit for making steady monthly returns.
- viii. That the complainants booked the units with the respondent for investment purposes. The said complainant herein is not an "Allottee", as the complainant approached the respondent with an investment opportunity in the form of a steady rental income from the commercial units.
- ix. That in the year 2010, the complainants being in search of investment opportunities learnt about the project launched by the respondent titled as "Vatika Trade Centre" at NH-8, in Gurugram and visited the office of the respondent to know about the details of the said project.
- x. That after having dire interest in the commercial project constructed by the respondent, the complainant decided to invest and thus had booked unit no. 1235 admeasuring super area of 500 sq. ft. under the assured return scheme, vide application for allotment dated 22.01.2010. Furthermore, upon knowing about the assured return scheme, the complainant upon own will paid the entire sale consideration amount to the respondent for making steady monthly returns.
- xi. It is pertinent to mention that the complainant paid a total amount of Rs. 20,00,000/- towards the said unit against the total sales consideration to the respondent.

- xii. Further, vide letter dated 31.07.2013 the complainant's unit was shifted from 1235 on 12th floor in Vatika Trade Centre to Unit no.240, 2nd floor, Tower E in the Vatika INXT Centre.
- xiii. It is a matter of fact, that the unit in question was deemed to be leased out upon completion. As the complainant had mutually agreed and acknowledged that upon completion for the said unit the same shall be leased out at a rate as mutually decided among the parties.
- xiv. That the BBA clearly stipulated provisions for "Lease" and admittedly contained a "Leasing Clause". That in the light of the said facts and circumstances it can be concluded beyond any reasonable doubt that the complainant is not "Allottee" but investors who have invested the money for making steady monthly returns.
- xv. That the complainant had booked the unit under the monthly assured return plan. That as per BBA read with the addendum to the BBA dated 25.02.2010, the respondent was supposed to pay Rs. 78/- per sq. ft. super area of the unit till completion of the construction way of assured returns from the date of execution of this agreement till the completion of construction of the said building. that, as per clause 32.2 of the BBA, on the completion of the project, it was agreed between the parties that the unit would be let-out by the developer to a bonafide lessee at a minimum rental of Rs. 65/ per sq. ft. per month less tax deducted at source. In the event of the developer being unable to finalize the leasing arrangements, it shall pay the minimum rent at Rs. 65- per sq. ft. per month to the allottee as minimum guaranteed rent for the first 36 months after the date of completion of the project or till the date the said unit is put on lease, whichever is earlier. If on account of any reason, the lease rent achieved is less than Rs. 65- per sq. ft. per month

of super area, then the developer shall return to the allottee, a compensation calculated at Rs. 116.40/- lease rental below Rs.65/- for every one rupee drop in the per sq. ft. per month.

- xvi. That the agreed assured returns were already paid by the respondent to the complainant at the agreed rate from the date of execution of the BBA till the completion of the construction of the project.
- xvii. That the total assured returns already paid by the respondent is to the tune which has been paid from February 2010 till February 2018 are as follows: -

PARTICULARS	AMOUNT OF ASSURED RETURNS (FEB 2010-FEB 2018)	LEASE RENTAL PAID	TOTAL AMOUNT PAID
VIRENDER DAGAR	Rs.12,74,854/-	Rs. 77,350/-	Rs. 1352204/-
SATINDER DAGAR	Rs.12,37,358/-	Rs. 75,075/-	Rs.13,12,433/-
RAVINDER DAGAR	Rs.12,37,358	Rs. 75,075/-	Rs.13,12,433/-

- xviii. That it is further submitted that the intimation of completion of the project was given vide letter dated 26.03.2018.
- xix. Furthermore, as per the terms of the BBA and Addendum dated 25.02.2010, the respondent is not liable to pay any further assured returns. It is further submitted that the complainants are not entitled to get any further amount with respect to assured returns.
- xx. That the complainants have misguided themselves in filing the present complaint before the wrong forum. That the complainants are praying for the relief of "assured returns" which is beyond the jurisdiction that this Ld. Authority has been dressed with.

- xxi. That the respondent cannot pay "Assured Returns" to the complainants by any stretch of imagination in the view of anomaly/confusion prevailing over the interpretation of definition of deposits under BUDS Act and various promotional offers of the company offering discounts while promoting the sale of its properties. It is pertinent to note that none of the promotional offers qualify under deposits or any other scheme as contemplated under any law, however, with introduction of BUDS Act and the anomaly in the definition thereof, company may be exposed to severe penalties and hence, the respondent had no other alternative but to stop payment of any return etc.
- xxii. That the occupation certificate for the project in question has not been received till date and the respondent is in the process of obtaining the occupation certificate from the competent authority and the same is expected to be received in approximately 10 months.
- xxiii. That Trishul Industries had filed the applications for grant of occupation certificate before the Competent Authority on 06.07.2017 and 10.07.2018.
- xxiv. Hence, the present complaint under reply is an utter abuse of the process of law, and hence deserves to be dismissed.
7. 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:

8. 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:

9. 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:

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 promoters, 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 complainants at a later stage.

F. Findings on the relief sought by the complainants.

F.I. Direct the respondent to pay Assured return i.e. from Sept 2018 to Sept 2024.

12. The complainants are seeking unpaid assured returns on monthly basis as per the addendum to the builder buyer agreement at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the agreement. Though for some time, the amount of assured returns was paid but later on, the respondent refused to pay the same by taking a plea that the same is not payable in view of enactment of the Banning of Unregulated Deposit Schemes Act, 2019 (hereinafter referred to as the Act of 2019), citing earlier decision of the authority (*Brhimjeet & Anr. Vs. M/s Landmark Apartments Pvt. Ltd., complaint no 141 of 2018*) 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. Thereafter, the authority after detailed hearing and consideration of material facts of the case in ***CR/8001/2022 titled as Gaurav Kaushik and anr. Vs. Vatika Ltd.*** rejected the objections raised by the respondent with respect to non-payment of assured return due to coming into the force of BUDS Act, 2019. The authority in the said matter very well deliberated 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. So, it can be said that the agreement for assured returns between the promoter and an allottee 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 agreement for sale only and between the same contracting parties to agreement for sale. Also, 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 respondent/builder can't take a plea that there was no contractual obligation to pay the amount of 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 amount of assured returns, then he can't wriggle out from that situation by taking a plea of the enforcement of Act of 2016, BUDS Act 2019 or any other law. Section 2(4) of the above-mentioned Act defines the word 'deposit' as *an amount of money received by way of an advance or loan or in any other form, by any deposit taker with a promise to return whether after a specified period or otherwise, either in cash or in kind or in the form of a specified service, with or without any benefit in the form of interest, bonus, profit or in any other form*. Further, section 2(4)(i) deals with the exception wherein 2(4)(i)(ii) specifically mention that *deposit does not include an advance received in connection with consideration of an immovable property, under an agreement or*

arrangement subject to the condition that such advance is adjusted against such immovable property as specified in terms of the agreement or arrangement. In the present matter the money was taken by the builder as 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 as agreed between the allottee and the builder in terms of buyer's agreement, MoU or addendum executed inter-se parties. 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. 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. The Act of 2019 does not create a bar for payment of assured returns even after coming into operation as the payments made in this regard are protected as per section 2(4)(I)(ii) of the Act of 2019. Thus, the plea advanced by the respondent is not sustainable in view of the aforesaid reasoning and case cited above.

13. 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. Moreover, an agreement 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 original agreement for sale.
14. 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 allottee 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. In view of the above, the respondent is liable to pay assured return to the complainants-allottees in terms of the builder buyer agreement read with addendum to the said agreement.

15. On consideration of documents available on record and submissions made by the complainants and the respondent, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The agreement executed between the parties on 25.02.2010. The assured return is payable to the allottees as per addendum to the buyer's agreement dated 25.02.2010. The promoter had agreed to pay to the complainants allottee Rs.78/- per sq. ft. on monthly basis from the date of agreement till completion of construction of the building and Rs.65/- per sq. ft. on monthly basis for up to 3 years from the date of completion of the building or the said unit is put on lease, whichever is earlier. The said clause further provides that it is the obligation of the respondent promoter to pay the assured returns. It is matter of record that the amount of assured return was paid by the respondent promoter till September 2018 but later on, the respondent refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019.
16. In the present complaint, the OC/CC 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. Admittedly, the respondent has paid an amount of ₹13,52,204/- to the complainant (Virender Dagar) and ₹13,12,433/- to other complainants each (Satinder Dagar and Ravinder Dagar) as assured return till September 2018. Therefore, 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.78/- per sq. ft. on monthly basis from the date the payment of assured return has not been paid i.e., September 2018 till the date of completion of building i.e., till the date of receipt of OC from the competent Authority and thereafter, ₹65/- per sq. ft. per month after the completion of the building till the date the said unit is put on lease or for the first 36 months after the completion of the project, whichever is earlier in terms of clause 32 of the BBA. 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.

II. POSSESSION

17. From the bare perusal of the documents the authority observes that since there was a leasing arrangement between the parties therefore, the physical possession was not to be handed over to the complainants rather they are entitled for assured return and thereafter once the unit is put on lease, he shall be entitled for lease rent as agreed in addendum to the buyer's agreement dated 25.02.2010.
18. Accordingly, 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 @ 11.10% p.a. till the date of actual realization.

F.III. Direct the Respondent to pay the compensation of Rs. 5,00,000/- towards harassment to the complainants;

F.IV. Direct the Respondent to pay a sum of Rs.50,000/- towards litigation charges.

19. 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

20. 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 directed to pay the amount of assured return at the agreed rate i.e., Rs.78/- per sq. ft. on monthly basis from the date the payment of assured return has not been paid i.e., September 2018 till the date of completion of building i.e., till the date of receipt

of OC from the competent Authority and thereafter, ₹65/- per sq. ft. per month after the completion of the building till the date the said unit is put on lease or for the first 36 months after the completion of the project, whichever is earlier in terms of clause 32 of the BBA.

- 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, from the complainants and failing which that amount would be payable with interest @ 11.10% p.a. till the date of actual realization.
 - c. The respondent shall not charge anything from the complainants which is not the part of the builder buyer agreement.
 - d. 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.
21. Complaint stands disposed of.
22. File be consigned to registry.

Date: 04.07.2025


(Arun Kumar)

Chairperson
Haryana Real Estate
Regulatory Authority,
Gurugram