

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

Complaint no.: 853 of 2024
Date of filing: 20.03.2024
Date of first hearing: 22.05.2024
Order pronounced on: 03.09.2025

**Randeep Mann HUF through its Karta Sh.
Randeep Mann s/o Sh. Choudhary Surjit
Singh Mann**

**Both R/o: - Mann Farms, Opposite
Pitampura Colony, Near Karnal Flying Club,
Kunjpura Road, Karnal- 132001**

Complainant

Versus

**1. M/s Vatika Limited
2. Mr. Gautam Bhalla, Director
Regd. Office at: - INXT City Centre, 4th floor,
Block A, Sector-83, Vatika India Next,
Gurugram- 122012, Haryana.**

Respondents

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Mr. Pankaj Kumar (Advocate)

Mr. Dhananjai Jain (Advocate)

Complainant

Respondents

ORDER

1. This complaint has been filed by the complainant-allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the 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 and location of the project	"Vatika Tower" (As stated by complainant in his pleadings)
2.	RERA registered/ not registered and validity status	Not Registered Since the project is not registered the registration branch may take the necessary action under the provisions of the Act, 2016
3.	Acknowledgment Letter issued by respondent (Provision as to payment of Assured returns added)	24.07.2015 (Page no. 12 of complaint)
4.	Date of buyer's agreement	Not Executed
5.	Priority no.	P-238 (Page 12 of complaint)
6.	Unit area admeasuring	500 sq. ft. (Page 12 of complaint)
7.	Assured return and lease rentals clause	<p>"The broad terms of assured return are as under-</p> <p>a) Assured monthly commitment of Rs 129.72/- per sq.ft. payable till completion of the project.</p> <p>b) Post completion of the project an amount equivalent to Rs. 120/- (Rupees One Hundred Twenty Only) per sq. ft. super area of the unit per month shall be paid as committed return from the date of completion of construction of the said unit, for upto 36 (Thirty-six) months or till the said unit is put on Lease, whichever is earlier. After the said Unit is put on Lease, then payment of the aforesaid committed return will come to an end from the date of execution of Lease deed and the Buyer will start receiving Lease rental in</p>



		<p>respect of said Commercial Unit from the rent commencement date as per the Lease Deed of the said Unit.</p> <p>c) The obligation of the developer shall be to lease the premises of which your unit is part @ Rs. 120/- per sq. ft. In the eventuality the achieved return being higher or lower than Rs.120/- per sq. ft. the following would be applicable.</p> <p>1. If the achieved rental is less than Rs 120/- per sq. ft. then you shall be refunded @ Rs. 129.72/- per sq. ft. (Rupees One Hundred Twenty-Nine and Paise Seventy-Two Only) for every Rs.1/- by which achieved rental is less than Rs 120/- per sq. ft.</p> <p>2. If the achieved rental is above Rs 120/- per sq. ft then you will be liable to pay additional sale consideration @ Rs 64.86 per sq. ft. (Rupees Sixty-Four and Paise Eighty-Six Only) for every rupee of additional rental achieved."</p> <p>(Page 12 of complaint)</p>
8.	Assured Returns received till October, 2018	Rs. 25,96,562/- (As alleged by respondent and AR statement at page 16-17 of reply)
9.	Total sale consideration	Rs.34,38,600/- (As agreed by both the parties in their pleadings)
10.	Amount paid by the complainants	Rs.34,38,600/- (As agreed by both the parties in their pleadings)
11.	Occupation certificate	Not obtained
12.	Offer of Possession	Not offered

B. Facts of the complaint.

3. The complainant has made the following submissions by way of filing the present complaint dated 20.03.2024 and written submissions supplied during course of proceedings dated 20.08.2025: -

- a) That on being lured on by tall claims and promises by the respondent company along with boasting about their Assured Return Scheme Plan, on 11.05.2015, the complainant booked a commercial unit in respondent's

project "Vatika Tower" giving Rs.1,00,000/- as booking amount. The total sale consideration of the booked unit was Rs.34,38,600/-.

- b) That the respondent no.2 confirmed the allotment of a shop/commercial space admeasuring 500 sq. ft. (Super Area) being priority no. P-238 in the said project vide letter dated 24.07.2015 and acknowledged to pay assured monthly return of Rs. 129.72 per sq. ft. super area till the completion of the building/ project and committed monthly rental return of Rs. 120/- per sq. ft. super area for upto three years from the date of completion of the construction of the said commercial unit or till the same is put on lease, whichever is earlier.
- c) However, the complainant was never intimated about the confirmed unit no. in project namely "Vatika Tower" and in addition to the same, no builder buyer agreement (BBA) has been executed between the parties till date despite multiple reminders and request of the complainant.
- d) That since the respondent had cheated various people including the complainant, who invested their hard-earned money in the subject project in question, one FIR bearing No. 36 of 2021 was also got registered against the respondent company and its officials at PS EOW, Delhi with regards to this project in question. The complainant paid the entire sale consideration of Rs.34,38,600/-.
- e) That the complainant had paid the entire sale consideration agreed between the parties at the time of submitting the application for allotment of the unit under reference but there is intentional and wilful default on the part of the respondents in performance of the obligations on their part in executing the BBA between the parties and delivering the possession of the unit in question to complainant as well as pay the due amount of assured return in terms of clause (a) of the letter dated 24.07.2015.

- f) That the respondents neither executed the BBA till date nor gave any intimation of completion of the project, thus the respondents are liable to pay assured return @129.72 per sq. ft. per month to the complainant till the date of completion of construction of the project.
- g) That the respondents continued to pay due assured returns @ Rs.129.72 per sq. ft. per month to the complainant till October 2018 only and thereafter suddenly stopped making payments of due assured return from 01.11.2018 onwards without any justification.
- h) That the respondents have unjustly enriched themselves by denying the payment of the due amount of the complainant. The act of the respondents has caused hardship, harassment, frustration, distress, agony and inconvenience to complainant and by such act the complainant has been defrauded by the respondents.

C. Relief sought by the complainant:

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

- I. Direct the respondent to pay delay possession charges till handover of possession.
 - II. Direct the respondent to pay assured return at the rate of Rs.71.50 per sq. ft. i.e., Rs. 71,500/- per month since November 2018 till date for approximately 60 months along with Rs.4,68,000/- being the reduced rate of assured return from 01.10.2012 to 01.10.2018 i.e., for 72 months and hence the total amount becomes Rs.47,58,000/-.
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 no.1

6. The respondent no.1 has contested the complaint on the following grounds:

- a) That the present complaint is not maintainable as the term "Assured Return" has not been defined under the Real Estate Regulatory Act, 2016 and therefore any such complaint is not maintainable under the present Act. The complainants in this case should have approached civil court being proper forum to adjudicate upon such disputes.
- b) That as per the judgment in the case of Brhimjeet & Anr. Vs M/s. Landmark Apartments Pvt Ltd. (Complaint No. 141 of 2018) and Sh. Bharam Singh & Anr. Vs Venetian LDF Projects LLP (Complaint No. 175 of 2018) decided on 07.08.2018 and 27.11.2018, it was held that the Ld. Authority has no jurisdiction to deal with cases of assured returns.
- c) That the respondent had entered into an agreement of assured return with the complainant in the year 2016 however the government has enacted Banning of Unregulated Deposit Scheme Act, 2019 thereby putting a sanction on all such commitments made by the Builder under the agreement of assured return. Therefore, as per Section 2 (j) of the Contract Act "A Contract which ceases to be enforceable by law becomes void when it ceases to be enforceable" and therefore all such contracts after enactment of BUDS Act have been void contracts and therefore such agreements have no enforceability in the eyes of law.
- d) That it is an established fact that the complainant booked the said commercial unit 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 unit.
- e) That after having dire interest in the project constructed by the respondent the complainant booked a commercial unit under the assured return scheme, on her own judgement and investigation. It is evident that

the complainant was aware of the status of the project and booked the unit to make steady monthly returns, without any protest or demur.

- f) That it is the admitted case of the complainant that he has booked a unit in the project "Vatika Tower" located in Golf Course Road, Sector-54, Gurugram, Haryana for a total consideration of 34,38,600/-.
- g) That since starting the respondent had always tried level best to comply with the terms of the agreement and has always intimated the exact status of the project. However, the respondent herein could not continue with the payments of assured return after coming in force of the BUDS Act, 2019.
- h) That the complainants booking is in commercial project and not a residential project. Therefore, the relationship between the complainant and the respondent is not that of a "Builder-Buyer", the same has been reiterated in a catena of judgments by the Ld. NCDRC.
- i) That the allotment of the said commercial unit contained a "Lease Clause" which empowers the developer to put a unit of complainant along with other commercial space unit on lease and does not have "Possession Clauses", for physical possession.
- j) That any orders or continuation of payment of any assured return or any directions thereof may be completely contrary to the subsequent act post the RERA Act, which is not violating the obligations or provisions of the RERA Act. Therefore, enforcing any obligation on a promoter against a Central Act which is specifically banned, may be contrary to the central legislation which has come up to stop the menace of unregulated deposit.

7. All other averments made in the complaint were denied in toto.

8. 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 submissions made by the parties.

E. Jurisdiction of the Authority:

9. 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:

10. 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:

11. 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."

12. 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 objection raised by the respondent no.1.**F.1 Objection regarding maintainability of complaint on account of complainant being the investors.**

13. The respondent took a stand that the complainant is an investor and not the consumer and therefore, is not entitled to protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the acknowledgement letter, it is revealed that the complainant is a buyer and has paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

14. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the acknowledgement letter executed between the parties on 24.07.2015, it is crystal clear that the complainant is an allottee as the subject unit was allotted to him by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under Section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of an "investor". Thus, the contention of the promoter that the allottee being the investor is not entitled to protection of this Act also stands rejected.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay delay possession charges till handover of possession.

G.II Direct the respondent to pay assured return at the rate of Rs.71.50 per sq. ft. i.e., Rs. 71,500/- per month since November 2018 till date for approximately 60 months along with Rs.4,68,000/- being the reduced rate of assured return from 01.10.2012 to 01.10.2018 i.e., for 72 months and hence the total amount becomes Rs.47,58,000/-.

15. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
16. The factual matrix of the case reveals that the complainant was allocated a priority no. P-238 for a unit admeasuring 500 sq. ft., in the project "Vatika Towers" situated at Sector 54, Gurugram being developed by the respondent no.1 by way of an acknowledgement letter dated 24.07.2015. The builder buyer agreement was not executed between the parties. Further, clause (a) to the said acknowledgement letter dated 24.07.2015 provided for payment of assured returns to the complainant @ Rs.129.72/- per sq. ft. till completion of the project and after completion of the project @ Rs.120/- per sq. ft. for upto 36 months or till the said unit is put on lease, whichever is earlier. Clause (c) further provides that it is the obligation of the respondent no.1 to lease the premises at a minimum rental of Rs.120/- per sq. ft. The complainant has paid the entire sale consideration of Rs.34,38,600/- to respondent no.1 and an amount of Rs.25,96,562/- has been paid by the respondent no.1 to the complainant on account of assured returns.
17. The builder buyer agreement was not executed between the parties and acknowledgement letter was sent by the respondent no.1 to the complainant on 24.07.2015. No specific time period with respect to handover of possession of the allotted unit to the complainant had been prescribed. Therefore, in the case of *Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors.*

(12.03.2018 - SC); *MANU/SC/0253/2018*, the Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract." Therefore, the due date comes out to be 24.07.2018.

(I) Assured returns

18. The complainant is seeking unpaid assured returns on monthly basis as per acknowledgement letter dated 24.07.2015 at the rates mentioned therein. It is pleaded that the respondent no.1 has not complied with the terms and conditions of the said acknowledgement letter. Though for some time, the amount of assured returns was paid but, later on, the respondent no.1 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). The authority has rejected the aforesaid objections raised by the respondent in *CR/8001/2022* titled as "*Gaurav Kaushik and Anr. Vs. Vatika Limited*" wherein the authority while reiterating the principle of prospective ruling, has held that the authority can take 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 and it was held that when payment of assured returns is part and parcel of an 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 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)(iii) of the Act of 2019. Thus, the plea advanced by the respondent no.1 is not sustainable in view of the aforesaid reasoning and case cited above.

19. 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.
20. 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.
21. The project is already registered with the Authority vide registration bearing no. 53 of 2019 dated 24.09.2019. The amount paid by the complainant to the respondent no.1 is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottee later. In view of the above, the respondent no.1 is liable to pay assured return to the complainant-allottee in terms of the acknowledgement letter dated 24.07.2015.

(II) Delay possession charges.

22. In the present complaint, the complainant intend to continue with the project and is seeking delay possession charges with respect to the subject unit as provided under the provisions of Section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

23. The subject unit was allotted to the complainant vide acknowledgement letter dated 24.07.2015. The due date of possession had to be calculated from the date of execution of the said MOU in view of "**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018.**" Accordingly, the due date of possession comes out to be 24.07.2018. As per the said acknowledgement letter, the respondent no.1 was under an obligation to further lease out the unit of the complainant post completion.

24. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. *ibid*. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

25. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, *ibid* has determined the prescribed rate of interest. Consequently,

as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 03.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

26. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(z) 'interest' means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

27. On consideration of documents available on record and submissions made by the complainant and the respondent no.1, the authority is satisfied that the respondent no.1 is in contravention of the provisions of the Act. The possession of the subject unit was to be offered within a stipulated time i.e., by 24.07.2018.

28. However now, the proposition before it is as to whether the allottee who is getting/entitled for assured return even after expiry of due date of possession, can claim both the assured return as well as delayed possession charges?

29. To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottee on account of provisions in the

acknowledgement letter. The rate at which assured return has been committed by the promoter is Rs.129.72/- per sq. ft. of the super area per month till the completion of the building which is more than reasonable in the present circumstances. If we compare this assured return with delayed possession charges payable under proviso to Section 18(1) of the Act, 2016, the assured return is much better i.e., assured return in this case is payable at Rs.64,860/- per month till completion of the building whereas the delayed possession charges are payable approximately Rs. 31,807.05/- per month. By way of assured return, the respondent no.1 has assured the allottee that they would be entitled for this specific amount i.e., Rs.64,860/- till completion of construction i.e., till the receipt of occupation certificate from the competent authority and thereupon @ Rs.60,000/- per month. Moreover, the interest of the allottee is protected even after the completion of construction of the building as the assured returns are payable even after completion of the building. The purpose of delayed possession charges after due date of possession is served on payment of assured return after due date of possession as the same is to safeguard the interest of the allottee as their money is continued to be used by the promoter even after the promised due date and in return, they are to be paid either the assured return or delayed possession charges, whichever is higher.

30. Accordingly, the authority decides that in cases where assured return is reasonable and comparable with the delayed possession charges under Section 18 and assured return is payable even after due date of possession till the date of completion of the project, then the allottees shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation.

31. On consideration of the documents available on the record and submissions made by the parties, the complainant has sought the amount of unpaid amount of assured return as per the acknowledgement letter executed between the parties. The respondent no.1 had agreed to pay to the complainant-allottees Rs.129.72/- per sq. ft. on monthly basis till completion of construction of building i.e., till the receipt of occupation certificate from the competent authority and thereupon @ Rs.120/- per sq. ft. on monthly basis till the said unit is put on lease. The said clause further provides that it is the obligation of the respondent no.1 to lease the premises. It is matter of record that the amount of assured return was paid by the respondent no.1 till September 2018 but later on, the respondent no.1 refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019. But that Act of 2019 does not create a bar for payment of assured returns even after coming into operation and the payments made in this regard are protected as per Section 2(4)(iii) of the above-mentioned Act.
32. Therefore, considering the facts of the present case, the respondent is obligated to pay the amount of assured return at the agreed rate i.e., @ **Rs.129.72/- per sq. ft. per month from the date the payment of assured return has not been made i.e., October, 2018 till the date of completion of building i.e., on receipt of occupation certificate from the competent authority** and thereafter, Rs.120/- per sq. ft. per month till the date said unit is put on lease and rentals are achieved by the allottee. Further, the said lease rentals are payable in terms of the acknowledgement letter dated 24.07.2015.
33. The respondent no.1 is obligated 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 complainant and

failing which that amount would be payable with interest @ 8.85% p.a. till the date of actual realization.

34. However, it is further observed that no directions are being issued in the matter qua respondent no.2 i.e., "Mr. Gautam Bhalla, Director of M/s Vatika Limited" because of his key managerial role. After going through the documents available on record as well as submissions made by the parties, the Authority is satisfied that in the directors of the promoter cannot be held personally liable in their individual capacity except in case of tort, fraud or breach of duty which is not a case in the instant matter. Further, all the demands against the unit in question were demanded by respondent no.1 and were paid to it as well and there is no privity of contract between the complainant and the respondent no. 2. Moreover, the complainant in the present complaint has not sought any relief against the respondent no.2. In view of the above, the respondent no.2 is hereby deleted from the array of parties.

H. Directions of the authority

35. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

- I. The respondent no.1 is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.129.72/- per sq. ft. per month from the date the payment of assured return has not been made i.e., October 2018 till the date of completion of building i.e., on receipt of occupation certificate from competent authority and thereafter, Rs.120/- per sq. ft. per month till the date said unit is put on lease and rentals are achieved by the allottee. Further, the said lease

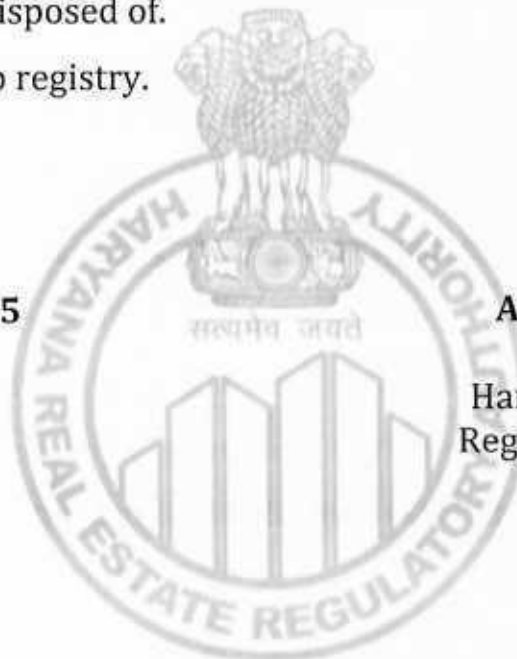
rentals are payable in terms of the acknowledgement letter dated 24.07.2015.

II. The respondent no.1 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 complainant and failing which that amount would be payable with interest @ 8.85% p.a. till the date of actual realization.

36. Complaint stands disposed of.

37. File be consigned to registry.

Dated: 03.09.2025



Ashok Sangwan
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM