

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

Date of decision: 26.08.2025

NAME OF THE BUILDER		M/s Blackberry Realcon Private Limited
S. No.	Case No.	Case title
1.	5792-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited
2.	5794-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited
3.	5764-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited
4.	5791-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited
5.	5789-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited
6.	5790-2024	Tej Mohan Sachdev Vs Blackberry Realcon Private Limited

CORAM:

Shri Arun Kumar

Chairman

Shri Ashok Sangwan

Member

APPEARANCE:

Sh. Tanishq Sirohi and Imran Ahmad

Advocates for the complainant

Sh. Dhruv Rohatgi

Advocate for the respondent

ORDER

1. The above complaints have 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 there under or to the allottees as per the agreement for sale executed *inter se*.
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, "Paras Square" situated at Sector-63-A, Gurugram being developed by the respondent/promoter i.e., Blackberry Realcon Private Limited. The issue involved in above these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking refund along with prescribed rate of interest, assured return and compensation.
3. The details of the complaints, reply status, unit no., date of MoU, unit number, Area of Unit, total sale consideration, total paid amount, and relief sought are given in the table below:

Cr. No.	CR. No. 5792-2024, Cr. 5794-2024, CR no. 5764-2024, CR No. 5791-2024, CR No. 5789-2024, CR No. 5790-2024				
Project	MoU	Unit no.	Area	Rate	Total Cost
Paras Square	24.09.2019	ST-0714	975 sq.ft.	Rs.12,600/-	Rs. 1,22,85,000/-
	24.09.2019	ST/0814	975 sq.ft.	Rs.12,600/-	Rs. 1,22,85,000/-
	24.09.2019	ST/1001	800 sq.ft.	Rs.12,600/-	Rs.1,00,80,000/-
	24.09.2019	ST/1006	800 sq.ft.	Rs.12,600/-	Rs.1,00,80,000/-

	24.09.2019	ST/1007	800 sq.ft.	Rs.12,600/-	Rs.1,00,80,000/-
	24.09.2019	ST/0708	1395 sq.ft.	Rs.12,600/-	Rs.1,75,77,000/-
	Total		5745 sq.ft.		Rs. 7,23,87,000/-
Amount paid by the complainant against above mentioned units	Rs. 6,93,96,920/- (above mentioned amount paid by the complainant to the M/s Fantasy Buildwell Pvt. Ltd. , later on adjusted to the new allotted units)				
Reliefs sought by the complainant	1.Direct the respondent to refund the entire amount paid by the complainant alongwith prescribed rate of interest. 2. Direct the respondent to pay promised assured return/leaser rentals @Rs. 80/- per sq/f/ per month pending from March 2024 till the date of realization and the promised monthly Income Plan Rs. 50 per sq.ft. till the date of its realization. 3. Compensation				

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of refund alongwith prescribed rate of interest and other reliefs.
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. Out of the above-mentioned cases, the particulars of case **CR/5792/2024 titled as Tej Mohan Sachdev Vs Blackberry Realcon Private Limited.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/5792/2024 titled as Tej Mohan Sachdev Vs Blackberry Realcon Private Limited.

S.No.	Heads	Information
1.	Project name and location	"Paras Square", Sector- 63-A, Gurugram.
2.	RERA Registered/ not registered	Registered
3.	Allotment letter issued by Fantasy Buildwell Pvt. Ltd. to the complainant	21.04.2013 (page 36 of complaint)
4.	Buyer agreement executed between the complainant and the fantasy Buildwell Pvt. Ltd	07.08.2013 (page 37 of complaint)
5.	MoU executed between the complainant, the fantasy Buildwell Pvt. Ltd and Blackberry Realcon Pvt. Ltd.	24.09.2019 (page 78 of the complaint)
6.	Allotment letter issued by Blackberry Realcon Pvt. Ltd.	20.09.2019 (page 77 of complaint)

7.	Unit No.	ST/0708 (page 77 of complaint)
8.	Area	1395 sq.ft (page 77 of complaint)
9.	Clause 5 and 6 of the MoU	<p>Clause 5 of MoU dated 24.09.2019, the parties agree that against the surrender of unit No. PL-03/1202 at Paras Quartier, the third party shall allot 6 units in paras square under the scheme of Citadines to the First Party and the amount of Rs. 73,39,6920/- shall be adjusted against the total consideration amount of Rs.7,23,87,000/-. The second party agrees to pay the balance amount of Rs. 10,09,920.00 to the First Party in 12 months @ 8% interest rate.</p> <p>Clause 6 of the MoU, the second party agrees that after transfer of the aforesaid unit i.e. after one year from execution of present agreement, it shall endeavour to pay pay the rental @ Rs 80/- per sq/ft per month for a period of 2 years to the First Party.</p>
10.	Comfort letter	26.09.2019 [page 85 of complaint]
11.	Addendum Agreement	04.01.2022 (page 87 of complaint)
12.	Settlement Agreement	18.01.2023 (page 96 of complaint)
13.	Total consideration	Rs.1,75,77,000/- [page no. 77 of complaint]
14.	Total amount paid by the complainant	Rs. 6,93,96,920/- (above mentioned amount paid by the complainant to the M/s Fantasy

		Buildwell Pvt. Ltd. , later on adjusted to the new allotted units)
15.	Occupation certificate	23.07.2018
16.	Offer of possession	Not on record

B. Facts of the complaint

8. The complainants have made the following submissions: -

1. That in the year 2012-13, one M/s Fantasy Buildwell Pvt. Ltd. a sister concern company of the respondent widely advertised to construct a residential project, namely "Paras Quartier" being developed by the previous promoter located at Sector 2, Gwal Pahari, Gurugram, Bandhwari, Haryana 122001 in various newspapers as well as vide various banners in and around the vicinity of the project area, thereby, inviting the people to invest for a better future. The directors of the respondent and the directors of the previous promoter, are both similar and infact one Director Mr. Kunal Rishi has previously served as an additional director for the previous promoter and therefore, both the promoters had the preconceived modus operandi to lure the complainant herein.
- II. That considering the glittery picture portrayed by the previous promoter of the project paras quartier, the complainant who was looking to purchase a residential unit in the said project, got in touch with the representatives of the previous promoter to discuss about the said project in detail. In pursuance to the same, the complainant booked a residential unit in the said project and in consonance to the booking, an allotment letter dated 21.04.2013 was issued by the previous promoter and subsequently an apartment buyer agreement dated 07.08.2013 was executed between the complainant and the previous promoter thereby, allotting unit bearing no. PL-03/1202, admeasuring 6,000

sq. ft., located in tower PL-03 of the project. The complainant has followed all the terms agreed between the complainant and the previous promoter, including making a payment of Rs.6,93,96,920/- out of the total consideration for the said prior unit of Rs.6,99,20,000/-.

- III. That the complainant was complying with every term agreed with the previous promoter with the sole intent to have the unit delivered within the promised timeline and to utilise it for residential purpose. However, the previous promoter and its representatives had honoured only one part of the transaction which was to accept the consideration and on the other hand had miserably failed to deliver the possession of the unit within the stipulated time period. At this juncture, it apposite to ring to the kind consideration of the Authority that the complainant prior to the expiry of the promised date of possession, had rigorously followed up with the representatives of the previous promoter about the status of handover of the possession of the prior unit. However, the same was of no avail as the previous promoter had already succeeded in their illicit agendas which was to usurp the hard-earned money of the complainant without having any bona-fide intentions of honouring the assurances given to the complainant.
- IV. That the complainant left with no other option, had time and again visited the offices of the previous promoter to seek possession and/or refund/compensation for the delay. As a result of which, the complainant was constrained to file an Application under Section 7 of the Insolvency and Bankruptcy Code, 2016 against the previous promoter before the Hon'ble National Company Law Tribunal, New Delhi bearing C.P.(IB) No. 481 of 2019 titled as "Tej Mohan Sachdev Vs. M/s Fantasy Buildwell Pvt. Ltd.".
- V. That it was upon filing of petition under Section 7 of the I & B Code, 2016 that the directors of the previous promoter on apprehension that the insolvency proceedings may get triggered against the company, had proposed a

settlement with the hidden ulterior to compel the complainant to withdraw his matter which was pending before the Hon'ble National Company Law Tribunal, New Delhi without any real intentions of settling the matter.

- VI. That the complainant falling prey to their unscrupulous tactics, had agreed to the proposal extended by the directors of previous promoter and in this regard an allotment letter dated 20.09.2019 was issued by the respondent and a memorandum of understanding dated 24.09.2019 was executed between the previous promoter, the respondent promoter and the complainant.
- VII. That in terms of the said MoU, the respondent had taken the onus to allot 6 service apartments in the project namely 'Paras Square' being developed by the respondent. Accordingly, a service apartment bearing No. ST/1006, admeasuring 800 Sq. Ft. (approx.) located at Sector 63 A, Gurgaon, Haryana was allotted to the complainant for a total sale consideration of Rs. 1,08,00,000 under some scheme, termed as 'Citadines'. Further, the respondent also agreed to pay assured return to the complainant at the rate of Rs. 80/- per sq. feet per month.
- VIII. The total consideration payable by the complainant to the respondent promoter for the 6 units in the project paras square was Rs. 7,23,87,000/-. The total consideration of Rs. 6,93,96,920/- paid by the complainant to the previous promoter towards the prior unit along with the compensation of Rs. 40,00,000/- as interest penalty was totalled up to Rs. 7,33,96,920/- and the same was adjusted towards the total consideration of the said 6 (Six) units in the Second Project.
- IX. That following the allotment of the said subsequent units of the project paras square by the respondent promoter to the complainant, the respondent promoter in order to extort more money from the complainant, had arbitrarily demanded an additional amount of Rs. 6,00,000/- from the complainant towards leasing charges & as a precondition for paying the promised assured

returns of Rs. 80/- Per Sq. Ft. per month to the complainants. The respondent in furtherance of their mala-fide intent, vide comfort letter dated 26.09.2019 yet again promised to pay assured returns/lease rentals @ Rs. 80/- per sq. ft. per month towards the subsequent units of the project paras square to the complainant from October 2020 onwards.

- X. That the respondent promoter, solely with a motive to show their bona-fide to pay monthly assured returns/ lease rentals to the complainant @ Rs. 80/-per sq. ft. per month, had issued various PDCs in favour of the complainant to discharge their obligation. However, out of the total PDCs issued on behalf of the respondent to the complainant towards payment of the assured returns/lease rentals, pdcs totalling to Rs. 62,04,600/- were dishonoured & thereby the respondent had failed to pay the promised assured returns/lease rentals to the complainant. Further, against the said dishonoured PDCs various criminal complaints under Section 138 of Negotiable Instruments Act, 1881 were filed by the complainant against the promoters.
- XI. That, subsequently, the respondent in furtherance of their modus in the name of settling the outstanding amount payable to the complainant towards the pending assured returns/lease rentals in terms of the dishonoured pdcs, entered into a settlement with the complainant. Further, in order to record the terms of the said settlement, an agreement titled as "addendum to the settlement agreement 22.04.2019" dated 04.01.2022 was entered between the complainant, the respondent promoter, and the previous promoter, whereby the respondent promoter had promised to pay Rs. 65,59,108/- to the complainant as full & final settlement amount towards pending assured returns / lease rentals due in favour of the complainant till 31.12.2021. Furthermore, the respondent, vide Clause 6 of the addendum agreement, undertook to honour the pdcs which were yet to become due &

payable between January 2022 till 24.08.2022 towards assured returns / lease rentals @ Rs. 80/- per sq. ft. per month with respect to the subsequent units of project paras square.

- XII. That the respondent again failed to oblige to its promise to pay the promised assured returns / lease rentals to the complainant and again approached the complainant with a proposal to settle the disputes and accordingly towards the said settlement a settlement agreement dated 18.01.2023 was executed between the respondent promoter and the complainant (hereinafter referred to as the "Subsequent Settlement Agreement").
- XIII. That the respondent in order to settle the pending amount which was due & payable to the complainant, entered into an arrangement with the complainant. In terms of Clause 1, 2, and 3 of the subsequent settlement agreement, the respondent promised to pay monthly income plan to the complainant at the rate of Rs. 50/- per sq. ft. per month from 01.10.2022 onwards till 'citadines comes into operations'. Further, the complainant was assured that the said arrangement of paying MIP at the rate of Rs. 50/- per sq. ft. per month instead of the actual promised assured return/ lease rental at the rate of Rs. 80/- per sq. ft. per month is an arrangement. in the interregnum & the respondent had specifically promised to the complainant that it shall start paying the promised assured return / lease rental i.e. at the rate of Rs. 80/- per sq. ft. per month towards the subsequent units of the project paras square upon commencement of operation of citadines.
- XIV. That the respondent in order to create an impression that they have the willingness to honour their obligation in terms of the subsequent settlement agreement, had paid MIP at the rate of Rs. 50/- per sq. ft. per month towards the subsequent units of the project paras square till February, 2024 only. However, since March 2024 onwards the respondent have yet again started defaulting in payment of MIP, which it was obligated to pay as per the

terms of the subsequent settlement agreement. Further, the respondent vide an email dated 06.04.2024, informed the complainant that the 'citadines' is operational from 05.04.2024. Therefore, the respondent, in terms of the subsequent settlement agreement were obligated to pay assured return / lease rental at the rate of Rs. 80/- per sq. ft. per month towards the subsequent units of the project paras square starting from April 2024 onwards.

XV. That the assertions of the complainant herein can be substantiated from the very fact that the respondent since March, 2024 onwards have neither paid the promised MIP at the rate of Rs. 50/- per sq. ft. per month as per the terms of subsequent settlement agreement nor started paying the assured return / lease rental at the rate of Rs. 80/- per sq. ft. per month towards the subsequent units of the project paras square which makes it clear that these proposals were merely made by the respondent promoter as a means to escape the penal forces of law.

XVI. That the respondent while failing to pay the promised assured returns / lease rentals and even mip to the complainant since March 2024, have shared a draft/specimen of a lease agreement with the complainant on 12.06.2024 and mischievously tried to avoid paying the promised assured returns/lease rental to the complainant. It is submitted that the representatives of the respondent by coercing the complainant to sign the said draft agreement, illegally & unilaterally tried to change/novate the terms agreed between the respondent promoter and the complainants with respect to payment of promised assured returns/lease rentals, vide clause 6.2.3 of the said draft lease agreement as efforts have been made to mischievously novate the agreed terms by introducing a new clause that future lease rentals shall be paid only "out of the net operating profit" received by the respondent. The complainant, at the time of purchasing the subsequent units of the project paras square vide comfort letter dated 26.09.2019 & by various agreements

executed thereafter, was assured to be paid lease rentals / assured rentals at the rate of Rs. 80/- per sq. ft. per month and based on this inducement made by the respondent promoter, the complainant agreed with the arrangement proposed on behalf of the respondent promoter.

- XVII. The grievance of the complainant inter-alia is that the respondent despite receiving the entire sale consideration of the unit from the complainant has failed to pay the assured returns / lease rentals pending from March 2024 till date, amounting to a total of Rs. 27,57,600/-. Furthermore, the complainant despite paying a sum of Rs. 1,75,77,000/- towards the purchase of the subject unit in the project paras square has still not received the possession and the project is still far away from completion and therefore, the respondent has grossly violated the provisions of the Act, 2016. As such, the complainant was constrained to issue a legal notice dated 05.08.2024 to the respondent seeking remittance of the pending assured returns amongst other proposals/demands. However, till date there is no response from the end of the respondent and/or its directors. Therefore, being left with no other alternative, the complainant herein is seeking refund of the amount along with the prescribed interest rate as per the Act, 2016 and Rules on the ground that the project paras square is far from completion and the complainant does not foresee the possession of the unit in the nearer future. Moreover, as per the agreement's executed between the complainant and the respondent, the respondent has not specifically mentioned the due date for handing over of the possession.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
- Direct the respondent to refund the entire amount paid by the complainant alongwith prescribed rate of interest.**

- ii. **Direct the respondent to pay promised assured return/leaser rentals @Rs. 80/- per sq/f/ per month pending from March 2024 till the date of realization and the promised monthly Income Plan Rs. 50 per sq.ft. till the date of its realization.**
 - iii. **Direct the respondent to pay sum of Rs. 10,00,000/- to the complainant for causing mental agony and harassment.**
 - iv. **Direct the respondent to pay sum of Rs. 10,00,000/- to the complainant towards litigation cost.**
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.
- i. That the respondent has already called upon the complainant to come forward for the payment of stamp duty and registration charges, however, it is the complainant, who has failed honour its obligations, failed to pay the stamp duty and execute the conveyance deed of the unit in question.
 - ii. That the complainant has filed the present complaint before the Hon'ble Authority which is not maintainable. The complainant is praying for the relief of "assured returns/ monthly income plan" which is beyond the jurisdiction of this Hon'ble Authority. The bare perusal of the RERA Act, it is clear that the said Act provides for three kinds of remedies in case of any dispute between a builder and buyer with respect to the development of the project as per the agreement. That such remedy is provided under Section 18 of the RERA Act, 2016 for violation of any provision of the act. The said remedies are of "refund" in case the allottee wants to withdraw from the project and the other being "interest for delay of every month" in case the allottee wants to continue in the project and the last one is for compensation for the loss occurred to the allottee. Without prejudice to the above, it is submitted that the complainant, having

reaped all benefits under the settlement agreement, cannot now withdraw from the project and cause unjust gains to himself and unlawful loss to the respondent.

- iii. That in case, the complainant succeeds in the present frivolous complaint for the grant of refund, in that case, the complainant is not entitled to the payment of assured returns and the amounts paid by the respondent and the erstwhile promoter, under the tripartite agreements as well as the settlement agreement dated 18.01.2023, will have to be adjusted from the refund amounts. The respondent has already complied with all its obligations and there is no breach on the part of the respondent. Rather, there is a clear breach and non-compliance by the complainant, having failed to pay the stamp duty and registration charges, non-execution of the conveyance deed and the lease deed and therefore, the respondent is entitled to the forfeiture of the earnest money. Furthermore, the interest, if any on the refundable amounts would be payable only from the date of the judgment on not from the date of the respective payments. the said submission is without prejudice to the submission that the complainant is not entitled to any relief or the refund of the amounts at this stage, having reaped the benefits under the mou dated 24.09.2019, addendum agreement dated 04.01.2022 and the settlement agreeent dated 18.01.2023.
- iv. That the present complaint has been filed to claim the relief of payment of monthly income plan and interest thereon, basis a settlement agreement dated 18.01.2023, which is an independent investment agreement and not a buyer's agreement or an allotment agreement. The settlement agreement is an independent agreement executed between the parties, whereas the buyer's agreement has not been executed by the complainant, till date. The present complaint, seeking performance of the commercial obligations between the parties, arising out of settlement agreement dated 18.01.2023 is not maintainable before this forum, nor does this authority, under the Rera act, is

empowered or vested with the jurisdiction to grant any reliefs of the nature as sought by the complainant. The present complaint is liable to be dismissed with costs on this ground itself.

- v. That the complainant after conducting his own independent research and enquiries with due diligence and owing to the goodwill and reputation of the company decided to invest in the prestigious project of one M/s Fantasy Buildwell Private Limited, hereinafter referred to as "Fantasy Buildwell" and had approached Fantasy Buildwell and expressed an interest in booking a residential unit in the project being developed by Fantasy Buildwell, known as "Paras Quartier" and booked a Unit, bearing number PL-03/1202, admeasuring 6000 sq. ft. (tentative Super area), situated in the project developed by Fantasy Buildwell. The complainant, in terms of the allotment had paid a sum of Rs. 6,93,96,920/- to Fantasy Buildwell against a total sale consideration of Rs. 6,99,20,000/-.
- vi. That however, owing to some disputes between the complainant and Fantasy Buildwell, the said allotment could not continue. In order to bring a quietus to the disputes, the complainant entered into a memorandum of settlement dated 24.09.2019 with Fantasy Buildwell (hereinafter referred to as "MOU"). The answering respondent, i.e. Blackberry Realcon Pvt. Ltd., was also a party to the said MOU dated 24.09.2019, as a part of the said settlement terms, certain allotments were to be made in the project of the answering respondent and the allotment of the complainant in Paras Quartier was to be cancelled.
- vii. That as per the terms of the MOU dated 24.09.2019, the respondent allotted 6(six) units, bearing unit nos. ST/0714, ST/0814, ST/1001, ST/1006, ST/1007 and ST/0708 to the complainant in its project "Paras Square". The present complaint pertains to the unit no. ST/1007. The payment made by the complainant towards the allotment made in "Paras Quartier" was adjusted

against the units allotted to him by the respondent in the project "Paras Square".

- viii. That it is also a matter of record that the complainant was to derive compensation benefit under the said MOU dated 24.09.2019 and further monthly rent @Rs.80/- per sq. ft. for all his units in the project, for a period of 2 years.
- ix. That it is pertinent to mention that the commercial terms under the said MOU dated 24.09.2019 was to be effective from the date of withdrawal of certain litigation by the complainant, which finds mention in Clause 7 of the memorandum of understanding.
- x. That thereafter, the respondent issued an allotment letter dated 20.09.2019 to the complainant, confirming his allotment of unit bearing No. ST/0708, in the project in question, on the terms and conditions contained therein. The respondent, in terms of the MOU dated 24.09.2019, adjusted the payments made by the complainant towards his earlier allotment, against the units in the project in question. In furtherance to the terms of the MOU dated 24.09.2019, the Respondent even started to credit the monthly rental to the account of the complainant.
- xi. That in the interregnum, owing to the COVID-19 pandemic, the respondent faced financial issues, because of which, some of the payments, which were due to the complainant, got dishonoured, against which the complainant, again initiated certain legal proceedings.
- xii. That with a bonafide intent to settle the grievances of the complainant, the respondent approached the complainant with a proposal, which was accepted by the complainant and accordingly, the parties entered into an addendum agreement dated 04.01.2022 to the settlement agreement dated 24.09.2019 (wrongly typed as 22.04.2019) to bring quietus to the disputes.

- xiii. That it needs to be highlighted that upon the execution of the aforesaid addendum agreement dated 04.01.2022, the respondent honoured its commitments. Consequently, the above mentioned MOU dated 24.09.2019 and the Addendum Agreement dated 04.01.2022, were superseded by a fresh settlement agreement dated 18.01.2023. It is relevant to mention that as per the said settlement agreement, the parties agreed to the term that the respondent herein shall pay a monthly income plan payment @Rs.50/- per sq. ft. to the complainant for each unit, till Citadines, comes into operations. It needs to be highlighted that the complainant had given his specific acceptance to the proposal, vide his email dated 03.01.2023 and therefore, now cannot claim the said offer as unilateral.
- xiv. That Citadines is an entity, which was to operate and manage the serviced apartments at paras square, of which, the units of the complainant were also a part. The present complaint is not maintainable, more specifically, as the same amounts to breach of clause 5 of the settlement agreement dated 18.01.2023.
- xv. That the answering respondent has not breached any term of the settlement agreement dated 18.01.2023 and has paid the monthly income plan payment to the complainant.
- xvi. That it is a matter of record that the occupation certificate for the project paras square was received on 23.07.2018. In the allotment letter dated 26.09.2019 unit in question is a serviced apartment, which was to be managed by Ascott International Management (India) Private Limited, under the most popular brand "Citadines". It was also a term of the settlement agreement dated 18.01.2023 that the respondent was obligated to pay the monthly income plan payment to the complainant from 01.10.2022 till the date when citadines comes into operations. The respondent, vide its email dated 06.04.2024, intimated to the complainant that Citadines is operational from 05.04.2024 and invited the complainant to experience the services of Citadines. It was

specifically informed to the complainant and other similar allottees that Citadines will have a 1 year gestation period and the monthly rents will commence thereafter.

- xvii. That vide email dated 09.05.2024, the complainant was called upon to pay the stamp duty for all his units in the project so that conveyance deed for the said units be executed by the respondent in favour of the complainant. However, despite said demand, the complainant has failed to pay the stamp duty till now, due to which reason the conveyance deed has also not been executed in his favour.
- xviii. That the complainant has even failed to execute the lease agreement, whereby the unit in question was to be leased back to the respondent for Citadines and the complainant was to derive his proportionate share in the net profit. Thus, the complainant had created a complete roadblock against the said unit, after reaping all benefits from the respondent. It is a matter of fact that the respondent cannot make any rent payment to any person (let alone the complainant) until such person is the owner of the property and by the complainant willfully not executing the conveyance/ sale deed with the respondent has barred himself under law to receive any rental income from the respondent towards the said unit(s). Therefore, from the facts stated herein above, it is clear that it has always been the Complainant who has breached the settlement agreement and the respondent herein has complied with its obligations, paid the monthly income plan payment, completed the development of the project, caused the start of operations by Citadines and even followed up with the complainant. In the absence of any breach on the part of the respondent, the complainant cannot be allowed to withdraw from the project at this advance stage.

xix. Thus, the present complaint, filed by the complainant, being sham, bogus, vexatious, misconceived and being contrary to the clause 5 of the settlement agreement dated 18.01.2023, is not maintainable and is liable to be dismissed.

12. All the averments made in the complaint were denied in toto.

13. 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 submission made by the parties.

E. Jurisdiction of the authority

14. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

15. 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

16. 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) The promoter shall-

(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.

17. 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 refund the entire amount paid by the complainant alongwith prescribed rate of interest.**
 - F.II Direct the respondent to pay promised assured return/leaser rentals @Rs. 80/- per sq/f/ per month pending from March 2024 till the date of realization and the promised monthly Income Plan Rs. 50 per sq.ft. till the date of its realization.**
 - F.III Direct the respondent to pay sum of Rs. 10,00,000/- to the complainant for causing mental agony and harassment.**
 - F.IV Direct the respondent to pay sum of Rs. 10,00,000/- to the complainant towards litigation cost**
18. The above mentioned reliefs no. F.I, F.II, F.III and F.IV as sought by the complainant is being taken together and these reliefs are interconnected.
19. The complainant states that he has invested approx.. Rs. 7 crore in a residential unit in the “paras quartier” project developed by M/s Fantasy Buildwell Pvt. Ltd., a sister concern of the Respondent Promoter. Despite timely payments, possession was not delivered, leading the complainant to initiate insolvency proceedings. To avoid these, the promoters induced the complainant into a settlement by offering 6 service apartments in another project, “Paras Square,” along with assured lease rentals of Rs.80 per sq. ft. per month. However, despite executing multiple agreements and receiving the full sale consideration, the respondent promoter defaulted on payments, issued dishonoured cheques, and made misleading promises. Even after admitting operational status of ‘Citadines’ (the service component of Paras Square), the promoter failed to pay assured returns or provide possession, and attempted to alter agreed terms via

a draft lease agreement. The promoter's continued defaults, evasive conduct, and attempts to frustrate enforcement clearly reveal a fraudulent intent to usurp the complainant's money under the guise of multiple false settlements.

20. On the contrary, the respondent states that Owing to disputes between the complainant and Fantasy Buildwell, the initial allotment could not proceed. To resolve the issue, a Memorandum of Understanding (MOU) dated 24.09.2019 was signed between the complainant, Fantasy Buildwell, and Blackberry Realcon Pvt. Ltd. (Respondent). Under the MOU, the complainant's allotment in paras quartier was cancelled, and six units were allotted in the respondent's project paras square. The payments made earlier were adjusted, and the complainant was to receive monthly rental @Rs.80/sq.ft. for two years. An Allotment Letter dated 20.09.2019 confirmed this arrangement. Due to COVID-19, some payments were delayed, leading to legal proceedings, which were later resolved through an Addendum Agreement dated 04.01.2022. A fresh Settlement Agreement dated 18.01.2023 superseded previous agreements, under which the complainant agreed to receive Rs.50/sq.ft. monthly till Citadines became operational. The Complainant accepted the terms via email dated 03.01.2023. Citadines began operations on 05.04.2024, with a 1-year gestation period before rents resumed. Despite repeated requests, the complainant failed to pay stamp duty and execute the lease agreement, blocking execution of the conveyance deed and disqualifying himself from rent. The respondent has fulfilled all obligations under the settlement agreement, while the complainant has defaulted. Therefore, the present complaint violates Clause 5 of the settlement agreement.

21. After consideration of all the facts and circumstances, the Authority is of view that the parties initially agreed to settle their disputes through a settlement agreement on 24.09.2019. An addendum was added on 04.01.2022. The allottee gave up rights to the originally allotted unit (PL-03/1202 in Paras

Quartier) and in exchange, was allotted 6 units in the Citadines Scheme in the Paras Square project. These units are ST/714, ST/814, ST/1001, ST/1006, ST/1007, ST/1008. The total consideration of the newly allotted units was adjusted against the amount previously paid by the Allottee (Rs.6,93,96,920/-) for the unit PL-03/1202 in Paras Quartier. As per settlement agreement dated 18.01.2023, both the parties had settled their disputes, which reproduced below as:

.....WHEREAS, certain disputes and differences arose between the parties and the parties decided to amicably settle the matter, For the said purpose, a Settlement Agreement / Memorandum of Understanding dated 24.09.2019 was executed between the parties and thereafter, an addendum to the Memorandum of Understanding was executed vide dated 04.01.2022.

WHEREAS, as per the terms of the Settlement Agreement / Memorandum of Understanding dated 24.09.2019 and the addendum to the Memorandum of Understanding dated 04.01.2022, the Allottee surrendered all the rights and interest in the allotted unit bearing no. PL-03/1202 in the project "Paras Quartier". Further, the parties amicably decided that 6 units shall be allotted to the Allottee in exchange of the unit already being allotted to the Allottee bearing no. PL-03/1202 in the project "Paras Quartier"

WHEREAS, the total consideration amount of the allotted units ST/714, ST/814, ST/1001, ST/1006, ST/1007, ST/1008 was adjusted against the total amount of Rs. Rs. 6,93,96,920/- which an was paid by the Allottee for original allocation of unit bearing no. PL-03/1202 in the project "Paras Quartier"

WHEREAS, again certain disputes and differences arose between the parties and now the parties have decided to amicably settle the matter as mentioned herein.

4. That the Allottee undertakes that no complaint or any case is pending with respect to the said unit ST/714, ST/S14, S1/1001, ST/1006, ST/1007, ST/1008 before any forum, court, authority etc

5. That the Allottee undertakes not to file any other complaint in respect to the same subject matter i.e., unit ST/714, ST/814, ST/1001, ST/1006, ST/1007, ST/100S in future before any court, forum, etc...

22. The Authority is of view that once a settlement agreement/MoU has been executed between the parties on a mutual basis, the same becomes binding and legally enforceable contract between the parties. The Authority further observes that the allottee himself has categorically undertaken not to file any other complaint in respect of the subject units under Clause 5 of MoU dated 18.01.2023. In view of the above, the present complaint is dismissed on the ground that the matter has already been settled in terms of settlement agreement dated 18.01.2023 which has already been executed between the parties. The Authority shall not interfere to the settlement agreement. Hence, the present complaint is dismissed.
23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
24. Complaint stands disposed of.
25. File be consigned to registry.



Ashok Sangwan
Member



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.08.2025