

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

Complaint no.: 958 of 2024
Date of filing of complaint: 11.03.2024
Date of order 06.08.2025

Mukesh Yadav
R/o: - house no. 600, V.P.O., Rajokari

Complainant

Versus

1. Home Town Property Pvt. Ltd.
Regd. office at: 294/1, Vishwakarma Colony, Opposite
ICD MB Road, Lalkuan, New Delhi-110044
2. Mascot Buildcon Private Limited.
Regd. office at: 294/1, Vishwakarma Colony, Mehrauli,
Badarpur Road New Delhi-110044

Respondents

CORAM:
Shri Ashok Sangwan

Member

APPEARANCE:
Sh. Ashutosh Nagar (Advocate)
Sh. Gulshan Sharma (Advocate)

Complainant
Respondent no. 1 & 2

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 allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Project name and location	"Oodles Skywalk", Sector-83, Gurugram
2.	Project area	3.0326 acres
3.	Nature of the project	Commercial
4.	DTCP license no. and validity status	08 of 2013 dated 05.03.2013 valid up to 04.03.2017
5.	RERA Registered/not registered	294 of 2017 dated 13.10.2017 valid up to 31.12.2019
6.	Unit no.	G-92, Ground Floor (As per page no. 61 of the complaint)
7.	Unit area	551.12 sq. ft. (As per page no. 73 of the complaint)
8.	Memorandum of understanding	12.08.2013 (As per page no. 48 of the complaint)
9.	Start of construction	1.03.2014 as per CR no. 2311 of 2021 30.03.2014 as per CR no. 843 of 2022
10.	Date of allotment	18.01.2016 (As per page no. 61 of the complaint)
11.	Date of space buyer's agreement	05.04.2016 (As per page no. 70 of the complaint)
12.	Total sale consideration	Rs.37,00,770/- (As per page no. 73 of the complaint)
13.	Total amount paid by the complainants	Rs.43,31,714/- (As per SOA)
14.	Possession Clause	38. <i>The "Company" will, based on its present plans and estimates, contemplates to offer possession of said unit to the Allottee(s) within 36 months of signing of this Agreement or within 36 months from the date of start of construction of the said building, whichever is later with a grace period of 3 months, subject to</i>

		force majeure events or governmental action/inaction. If the completion of....." (As per page no. 81 of the complaint)
15.	Assured Return Clause	3. Assured Return 3.1 Till the notice for offer of possession is issued, the Developer, shall pay to the allottee an Assured Return at the rate of Rs.130.65/- per sq. ft. of super area of premises per month. The assured return shall be subject to tax deduction at source, which shall be payable on or before 7th day of every English Calendar month on due basis. (As per page no. 55 of the complaint)
16.	Due date of delivery of possession	05.07.2019 (Note: Due date is calculated 36 months from the date signing of the agreement i.e., 05.04.2016 plus grace period 3 months)
17.	Occupation certificate	26.10.2023 (As per DTCP website)
18.	Demand letter for offer of possession	08.11.2023 (As per page 99 of the complaint)
19.	Reminder letter	18.12.2023 (As per reply dated 09.08.2024 filed by the respondent)
20.	Cancellation notice of G-99	11.01.2024 (As per page no. 102 of the complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions:

- That in the year 2013 the complainant was looking to purchase a commercial unit, which would have helped with his livelihood and contributed to his family earnings.
- In pursuance to the elaborate advertisements, assurances, representations and promises made by the respondents in the brochure circulated by it about the timely completion of a premium

project with the name of "Oodles Skywalk" which was a joint collaboration between respondent no. 1 and respondent no. 2 with the promise of monthly assured returns and believing the same to be correct and true, the complainant considered booking a unit in the project.

- iii. The complainant being lured by the false pictures shown by the respondents on 2 August 2013, paid an amount of INR 16,00,000/- towards booking of a commercial unit.
- iv. The complainant further on 7 August 2013, paid an amount of INR 18,78,612/- to the respondents. Thus, even before signing of the Memorandum of Understanding, for a unit having consideration of INR 37,00,770/-, the complainant had paid an amount of INR 34,78,798/- which is 95% of the entire sale consideration.
- v. The respondent no. 1 on 7 August 2013 issued two provisional receipts and the complainant vide letter of request for allotment was allotted a unit bearing No. G-92, ground floor having area of 551.12 sq. ft. After collecting 95% sale consideration towards the unit, the respondent no. 1 allotted unit no. G-92, measuring 550 Sq. ft (Super area) which was later in the space buyer's agreement changed to unit no G-99. Resultantly, the parties entered into a memorandum of understanding dated 12 August 2013.
- vi. That the complainant invested in the project hoping and contractually expecting payment of regular monthly assured returns and timely possession of the unit. the respondents were contractually to pay monthly assured returns of INR 130.65/- per sq. ft super area per month from the date of execution of MOU till offer of possession.

- vii. It is submitted that in compliance of the critical condition of payment of assured return, the Respondents from October 2013, commenced making monthly payments of INR 64,808/-. However, these payments were only received till October 2016.
- viii. The respondents in January 2016, directed the complainant to enter into a space buyers' agreement and issued various letters in reference to the same. The respondents through the SBA allotted unit No. G-99 to the complainant. Pertinently, the SBA did not reflect the true and original terms of understanding between the parties. The complainant, though hesitant of executing the SBA, was promised by the executives of the respondents that signing the SBA would not affect the complainant's rights. However, it is submitted that the commercial terms of understanding were one-sided and unilaterally changed.
- ix. Thereafter, complainant started following up with the respondents seeking his payment of monthly assured returns. However, the respondents did not address the complainant's grievances. After silence of one long year, the respondent paid one monthly assured return payment on 11 December 2017. However, there were no further payments made by the respondents.
- x. The complainant felt duped and cheated for the failure of the payments of assured returns. The respondents were obligated as per the MOU to pay to the complainant, the assured returns @ of Rs. 130.65/- till the date of offer of possession for the Unit.
- xi. The respondent no. 2 on 21 April 2023, issued a letter to the complainant which stated that the project was near completion.
- xii. The complainant had regularly been following up seeking payment of assured returns. The respondents had been delaying in



addressing such grievance. However, the respondents, on 8 November 2023 issued a demand letter whereby they demanded the payment of the remaining 5% consideration for the unit along with certain arbitrary and unwarranted demands from the complainant under the heads of air condition charges, electricity charges/meter charges, power backup charges, and interest despite of possession being not offered by the respondent.

- xiii. The complainant on 21 December 2023 in order to remain in compliance, paid the remaining 5% sale consideration in two transactions of INR 1,73,000/- and INR 1,86,317; under protest to the respondent no. 2 through NEFT. Further, the complainant issued an email to the respondents communicating the same. The complainant in the said email, also, requested the respondents to share the calculations for the other demands made out by the respondents.
- xiv. The complainant thereafter, issued another email to the respondent No. 2 dated 28 December 2023, seeking an acknowledgment of the payment.
- xv. The respondent no. 2 on 11 January 2024, to the complainant's dismay, issued a cancellation letter on the pretext of unpaid dues, despite of the fact that the complainant had paid 100% sale consideration by 21 December 2023.
- xvi. The complainant went to the respondents' office and sought amicable resolution including reinstatement of the allotment. The complainant met the respondents' officials and was offered additional space in his unit for extra consideration. On the same date, the complainant issued two letters to the respondents requesting

waiver for the electricity charges and communicated his refusal to claim additional space.

- xvii. The complainant and the respondents thereafter, reached a mutual agreement where the respondents agreed to only waive off the interest component amounting to INR 3,15,214/- as claimed in the demand letter dated 8 November 2023. Accordingly, the complainant on 25 January 2024, made the payment of INR 4,93,785/- with respect to the electricity/meter charges, power backup charges and air condition charges as mentioned in the demand letter through NEFT. The complainant further requested the respondents to reinstate the allotment of the unit. The complainant on 25 January 2024, also issued an email to the respondents in this regard.
- xviii. The complainant despite of agreeing to the respondents arbitrary and unlawful demands is still awaiting any remedial action from the respondents particularly for reinstatement of allotment of his unit. Further, the complainant had also not been paid the assured returns as agreed in the MOU.
- xix. That the respondents mounted pressure on the complainant that he had to execute the one-sided and arbitrary SBA, which did not contain the original terms of understanding as specified in the MOU. The respondents, in utter disregard to the MOU, miserably failed to pay the assured returns. It is submitted that the respondents, since inception, had the malafide intention to defraud and dupe the complainant and it is apparent that the respondents with their ill motive have cheated the complainant by extorting his hard-earned money.

C. Relief sought by the complainant:

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

- i. Direct the respondent to set-aside the cancellation letter dated 11.01.2024 and handover the possession of the unit of the complainant.
- ii. Direct the respondent to assured return monthly to the complainant from the date when the respondent stopped giving the assured return monthly to the complainant till offer of possession.
- iii. Restrain the respondent from further allotting the unit of the complainant or transferring the possession of the same to any third person.

D. Reply by the respondents:**5. The respondents have contested the complaint on the following grounds:**

- i. That SBA was executed on 05.04.2016 after fulfilling all the formalities and procedures by the respondent. The complainant, being literate, after reading and understanding the terms and conditions only in the year 2016, executed / signed the SBA with the respondent. So far as clause relating to "assured return" is concerned, it is stated that it is specifically wrong to say that respondents failed in adhering to its obligations as after execution of space buyer agreement dated 5.4.2016, the "assured return" payable to the complainant under MOU stands extinguished, which is clear from the language of the terms and conditions contained in the SBA. For ready perusal of this Hon'ble Authority, the clause 79 and 83 of the agreement

"79. It is specifically understood by the Allottee (s) that upon execution, the terms and conditions as set out in the agreement shall supersede the terms and conditions as set out in the application and/or any other document, mail or correspondence in this regard.

83. That this agreement which has been titled as "space buyer's agreement" constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence,

application and agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. This agreement shall not be changed or modified except by written amendments duly agreed by the parties. The terms and conditions and various provisions embodied in this agreement shall be incorporated in the sale deed and shall form part thereof."

- ii. Thus, in view of aforesaid, it cannot be said that complainant is liable for any assured return after execution of SBA, whereby all previous discussions / correspondence, application and agreement between the parties stands revoked and superseded. Rather, it is relevant to state here that under the MOU, the total AR paid was Rs. 27,85,122/- to the complainant and by default of the department of accounts, an excess amount of Rs. 5,76,072/- was paid to the complainant after execution of SBA.
- iii. That the complainant was not making the payment, as per demand letter for offer of possession, the said unit, tentatively booked, was cancelled by the respondents as despite informing to the complainant about receiving of occupation certificate, the complainant has not made the payment, which led to cancellation of unit concerned on 11.1.2024. So far as the demand raised through demand letter, same is self-explanatory in its nature.
- iv. That on the directions of the Hon'ble Supreme Court of India, the mining activities of minor minerals were regulated. The Hon'ble Supreme Court directed framing of modern mineral concession rules. The competent authorities took substantial time in framing the rules and in the process the availability of building materials including sand which was an important raw material for development of the said project became scarce in the NCR as well as areas around it. Further, developer was faced with certain to non-availability of raw material due to various stay orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby



stopping/regulating the mining activities by the judicial authorities in NCR on account of the environment conditions, restrictions on usage of water, etc. That in addition to above all the projects in Delhi NCR region are also affected by the blanket stay on construction every year during winters on account of air pollution which leads to further delay the projects.

- v. That the respondent submitted that despite exercising diligence and continuous pursuance of project to be completed, project of answering respondent is completed and the occupation certificate thus, in totality, the project in question is, completed, in its true letter and spirit. However, due to prevailing of certain, "Force Majeure" situation existed viz., Covid-19 pandemic in the entire country led to lockdown for quite certain long period of time twice in two years, there existed various difficulty faced by the respondent builder, in timely completion of the project. However, the respondent, despite defaults of several allottees, earnestly fulfilled its obligations under the agreement and completed the project as expeditiously as possible and received the occupation certificate on 26.10.2023.
- vi. That the delay attributed in completion of the project is also because of the fact that allottee is a defaulter, who wilfully and intentionally defaulted in making timely payments / instalments as per the space buyer's agreement executed between the parties. The allottee herein also violated various terms of the agreement and defaulted in making timely payments, which accounted to shortage of money for the project, which in turn also delayed the project. It is respectfully submitted that present is one of such cases, wherein the present allottee also became "defaulter" in making the timely payment, which further led to creating hindrance in smooth functioning of the

construction work in the project. The project such as the one in question is a huge project and involves putting in place huge infrastructure and is dependent on timely payment by all the allottees. Such huge projects do take some reasonable time for completion and timelines are not absolute. Moreover, the complainant persistently defaulted in timely remittance of the instalments to the respondent. The respondent was constrained to issue various demand letters, notices, reminders etc. to the complainant-allottee requesting him to remit his outstanding dues, which he miserably failed to pay and ignored all the demand letters, notices and reminders, which led to finally cancellation booked unit on 71.01.2024. Therefore, there is no equity in favour of the complainant, when the tentative unit has already been cancelled as he has lost the title of "allottee" after cancellation.

6. 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 complainant.

E. Jurisdiction of the Authority:

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial Jurisdiction

8. 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

9. 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.

10. 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 objections raised by the respondents:

F.I Objection regarding regarding the circumstances being 'force majeure':

11. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as COVID-19 outbreak, certain environment restrictions, weather conditions in NCR region and non-payment of instalment by different allottees of the project, etc. But all the pleas advanced in this regard are devoid of merit. Therefore, it is nothing but obvious that the project of the respondent was already delayed, and no extension can be given to the respondent in this regard. The events taking place such as restriction on construction due to weather conditions were for a shorter period of time and are yearly one

and do not impact on the project being developed by the respondent and the promoter is required to take the same into consideration while launching the project. Though some allottees may not be regular in paying the amount due but the interest of all the stakeholders concerned with the said project cannot be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to set-aside the cancellation letter dated 11.01.2024 and handover the possession of the unit of the complainant.

12. The complainant was allotted a unit in the project of respondent "Oodles Skywalk", in Sector 83, Gurugram vide allotment letter dated 18.01.2016 for a total sum of Rs.37,00,770/-. The space buyer's agreement was executed between the parties on 05.04.2016 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.43,31,714/-. As per clause 38 of the buyer's agreement dated 05.04.2016, the possession of the unit was to be delivered on or before 05.07.2019 but the respondents failed to fulfil their commitments. Moreover, the allotment of the unit was cancelled on 11.01.2024 despite paying more than 100% sale consideration.
13. The occupation certificate of the project was received on 26.10.2023 and offer of possession was made to the complainant on 08.11.2023. And as per possession letter dated 08.11.2023, an outstanding amount of Rs.11,68,315/- was to be paid by the complainant on offer of possession in the name of air conditions charges, electricity charges/meter charges and power backup charges etc. He further stated that the respondent issued a reminder to the complainant on 18.12.2023, but the complainant never came forward to take the possession and payment of outstanding

dues. Further, on 11.01.2024 the respondent cancelled the unit of the complainant on account of non-payment. Now, the question arises before the Authority is that whether the cancellation of the unit of the complainant is valid or not?

14. The respondent has cancelled the unit vide cancellation letter dated 11.01.2024 after obtaining occupation certificate from the competent Authority on 26.10.2023 and offer of possession on 08.11.2023 on account of outstanding dues after reminder dated 18.12.2023. The complainant has paid an amount of Rs.43,31,714/- i.e., more than 100% of the total sale consideration of Rs.37,00,770/- way back in 2013 and the due date of possession was lapsed in 2019. There is substantial delay of 4 years in offer of possession as the due date of possession has lapsed on 05.07.2019 only and if the delay possession charges to be paid by the respondent are considered it is the respondent who has to pay even after considering the additional demands made by the respondent on offer of possession. On consideration of all the submissions made by the parties and documents place on record, the cancellation of the unit stands invalid.
15. Although there is substantial delay in making offer of possession i.e., 08.11.2023 after obtaining occupation certificate on 26.10.2023. But as per Section 19(10) of the Act of 2016, it is the obligation of the allottee to take possession within two months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has been obtained by the respondent-builder and offered the possession of the subject unit to the complainant after obtaining occupation certificate on 08.11.2023. So, it can be said that the complainant would come to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be

given 2 months' time from the date of offer of possession. This 2 months of reasonable time is to be given to the complainant keeping in mind that even after intimation of possession, practically one has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but that is subject to that the unit being handed over at the time of taking possession is in habitable condition.

16. In the present complaint, the valid offer of possession has already been made on 08.11.2023, thus the complainant is directed to pay the outstanding dues if any remains after adjustment of assured returns to be paid by the respondent and thereafter, the respondent shall handover the possession of the unit to the complainant within 30 days.

G.II Direct the respondent to assured return monthly to the complainant from the date when the respondent stopped giving the assured return monthly to the complainant till offer of possession.

17. The complainants are seeking assured returns on monthly basis as per the MOU dated 12.08.2013 at the rates mentioned therein. It is pleaded by the complainant that the respondent has not complied with the terms and conditions of the said MoU. Though for some time, the amount of assured returns was paid but later on, the respondent refused to pay the same. In **Gaurav Kaushik and anr. Vs. Vatika Ltd.** the authority has held that when the payment of assured returns is part and parcel of memorandum of understanding or buyer's agreement (maybe there is a clause in that document or by way of addendum or terms and conditions of the allotment of a unit), then the promoter is liable to pay that amount as agreed upon.
18. A buyer's agreement was executed between the complainant and the respondent on 05.04.2016 by which a specific unit bearing no. G-99 has been allotted to the complainant for sale consideration of Rs.37,00,770/- . As per clause 38 of the buyer's agreement, the due date for handing over

of possession is 36 months from the date of agreement or from the date of start of construction, whichever is later with grace period of 3 months. Thus, the due date for possession comes to 05.07.2019 which includes the grace period of 3 months. Vide clause 3.1 of the MOU dated 12.08.2013, the respondent has promised an amount of Rs.130.65/- per sq. ft. of super area per month in the form of assured return till the offer of possession. The definition of "allottee" as per section 2(d) of the Act of 2016 provides that an allottee includes a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. Section 2(d) of the Act of 2016 has been reproduced 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;"

19. Keeping in view the above-mentioned facts and the definition of allottee as per Act of 2016, it can be said that the complainant is allottee.
20. The money was taken by the promoter 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 promoter 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.
21. The promoter is liable to pay that amount as agreed upon. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and

allottee arises out of the same relationship and is marked by the said agreement.

22. In the present complaint, the assured return was payable as per clause 3 of MOU dated 12.08.2013, which is reproduced below for the ready reference:

3. Assured Return

3.1 Till the notice for offer of possession is issued, the Developer, shall pay to the allottee an Assured Return at the rate of Rs.130.65/- (Rupees One Hundred Thirty and paisa sixty-five only) per sq. ft. of super area of premises per month. The assured return shall be subject to tax deduction at source, which shall be payable on or before 10th day of every English Calendar month on due basis.

23. Thus, the assured return was payable @ Rs.130.65/- per sq. ft. of super area per month i.e., Rs.72,003/- per month w.e.f. 12.08.2013, till the possession of the said unit is handed over to the complainant.

24. The respondent in its reply dated 09.08.2024 took a plea that the complainant is not entitled to the benefit of assured returns as the space buyer's agreement dated 05.04.2016 superseded the Memorandum of understanding dated 12.08.2013. However, as per clause 83 of the space buyer's agreement states that "this agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence, application and Agreement between the parties, if any, concerning the matters covered herein whether written, oral or implied. This Agreement shall not be changed or modified except by written amendments duly agreed by the parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the sale deed and shall form part thereof". And there is no clause in buyer's agreement which talks about the assured returns. Moreover, as per the statement of accounts placed on record by the complainant the respondent was paying the assured returns even after

the execution of buyer's agreement in terms of the MOU dated 12.08.2013.

25. In light of the reasons mentioned above, the authority is of the view that as per MOU dated 12.08.2013, it was obligation on the part of the respondent to pay the assured return. It is necessary to mention here that the respondent has failed to fulfil its obligation as agreed inter se both the parties in MOU dated 12.08.2013. Accordingly, in the interest of natural justice, the liability of the respondent to pay assured return as per buyer's agreement is still continuing. Therefore, considering the facts of the present case, the respondent is directed to pay the amount of assured return in terms of clause 3 of MOU dated 12.08.2013 at the agreed rate i.e., @ Rs.72,003/-per month from the date of execution of MOU i.e., 12.08.2013 till offer of possession i.e., 08.11.2023.

G.III Restrain the respondent from further allotting the unit of the complainant or transferring the possession of the same to any third person.

26. In the present complaint, the complainant has paid more than 100% sale consideration way back in 2013 and the cancellation of the unit also stands invalid. Moreover, the complainant wants to continue with the project, thus, the respondent is directed not to allot the unit of the complainant or transferring the possession of the same to any third person.


H. Directions of the authority:

27. 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. Cancellation dated 11.01.2024 is bad in eyes of law and hence set-aside and the respondents are directed to reinstate the unit of the complainant within 30 days of this order.

- ii. The respondents are directed to pay the assured return at the rate i.e., Rs.72,003/- per month as per agreed terms of MOU dated 12.08.2013 per month from the date of execution of MOU i.e., 12.08.2013 till offer of possession i.e., 08.11.2023.
 - iii. The respondents are directed to pay arrears accrued regarding assured return as per MOU dated 12.08.2013 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 @9.10% p.a. till the date of actual realization.
 - iv. The complainant is directed to pay outstanding dues, if any remains after adjustment of payable assured returns and thereafter the respondents shall handover the possession of the allotted unit to the complainant.
28. Complaint stands disposed of.
29. File be consigned to registry.

Dated: 06.08.2025



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