

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

Date of decision 30.09.2025

NAME OF THE BUILDER		M/s Samyak Projects. Pvt. Ltd	
PROJECT NAME		"Town Plaza", Sector 63, Gurugram	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4485/2024	Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors.	None (Complainant) Ms. Sanya Arora (Respondent no.1) None (Respondent no.2) Sh. Dinesh Kumar Dakoria (Respondent no.4)
2.	CR/4486/2024	Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors.	None (Complainant) Ms. Sanya Arora (Respondent no.1) None (Respondent no.2) Sh. Dinesh Kumar Dakoria (Respondent no.4)
3.	CR/4489/2024	Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors.	None (Complainant) Ms. Sanya Arora (Respondent no.1) None (Respondent no.2) Sh. Dinesh Kumar Dakoria (Respondent no.4)
4.	CR/4490/2024	Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors.	None (Complainant) Ms. Sanya Arora (Respondent no.1)

			None (Respondent no.2) Sh. Dinesh Kumar Dakoria (Respondent no.4)
5.	CR/4491/2024	Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors.	None (Complainant) Ms. Sanya Arora (Respondent no.1) None (Respondent no.2) Sh. Dinesh Kumar Dakoria (Respondent no.4)

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

Chairman
Member

ORDER

1. This order shall dispose of all the aforesaid complaints titled above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'Town Plaza' being developed by the same respondent promoters i.e., 'Samyak Projects Pvt. Ltd.' The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project

of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking unpaid assured return along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location				Town Plaza, Sector 63, Gurugram		
<p>Assured return clause as per letter dated 15.02.2019 (annexure 7, page 37 of complaint) The company will pay @11% per annum on the amount received i.e., Rs.30,12,014/- till the offer of possession for the aforesaid reserved area/unit. The parties herein agree that the company may terminate this aforesaid arrangement for the said reserved area/unit within 6 months from the issue of this communication to the addressee. However, in case the company terminates the said reserved area/unit, the company shall pay the addressee@24% per annum (inclusive of 11% per annum as mentioned hereinabove on the monies so received by the company till the time of such repayment) along with principal amount.</p>						
1	2	3	4	5	6	7
S. no.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Allotment letter	Due date of possession	Total sale consideration and amount paid	Relief sought
1.	CR/4485/2024 Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors. DOF 20.09.2024 Reply- Not filed	F 15, FF (page 33 of complainant)	19.02.2018 (page 33 of complainant)	19.02.2018 + 6 months (in lieu of covid -19) = 19.08.2022	TC-Rs. 60,24,028/- AP-Rs. 30,12,014/-	AR DPC Possession CD

2.	CR/4486/2024 Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors. DOF 20.09.2024 Reply- Not filed	G 44, GF (page 33 of complainant)	19.02.2018 (page 33 of complainant)	19.02.2018 + 6 months (in lieu of covid -19) = 19.08.2022	TC-Rs. 98,27,480/- AP-Rs. 49,13,740/-	AR DPC Possession CD
3.	CR/4489/2024 Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors. DOF 20.09.2024 Reply- Not filed	G 43, GF (page 33 of complainant)	19.02.2018 (page 33 of complainant)	19.02.2018 + 6 months (in lieu of covid -19) = 19.08.2022	TC-Rs. 88,15,690/- AP-Rs. 44,07,845/-	AR DPC Possession CD
4.	CR/4490/2024 Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors. DOF 20.09.2024 Reply- Not filed	G-68, GF Page 33 of complainant)	19.02.2018 (page 33 of complainant)	19.02.2018 + 6 months (in lieu of covid -19) = 19.08.2022	TC-Rs. 88,15,690/- AP-Rs. 44,07,845/-	AR DPC Possession CD

5.	CR/4491/20 24 Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. & Ors. DOF 20.09.2024 Reply- Not filed	F-20, FF Page 33 of complainant)	19.02.2018 (page 33 of complainant)	19.02.2018 + 6 months (in lieu of covid -19) = 19.08.2022	TC-Rs. 60,24,028/- AP-Rs. 30,12,014/-	AR DPC Possession CD
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Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing complaint
TC	Total consideration
BSP	Basic sale price
AP	Amount paid by the allottee(s)

4. It has been decided to treat the aforesaid 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:
5. It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder
6. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case CR/4485/2024 titled as Just Diamonds Pvt. Ltd. V/s Samyak Projects Pvt. Ltd. &

Ors. are being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees

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/4485/2024 - "Just Diamonds Pvt. Ltd. Vs. Samyak Projects Pvt. Ltd. & Ors."

Sr. No.	Particulars	Details
1.	Name of the project	"Town Plaza", Sector 63 & 67, Gurugram
2.	Nature of the project	Commercial project
3.	Project area	1.75 acres
4.	DTCP license no.	18 of 2010 dated 10.03.2010 valid up to 09.03.2018
5.	Name of licensee	Sukh Dham Colonizer Badshahpur Pvt. Ltd. & 31 Ors.
6.	RERA Registered/ not registered	9 of 2018 valid up 31.07.2021
7.	Allotment letter	19.02.2018 (page 33 of complaint)
8.	Date of BBA	Not executed
9.	Unit no.	F-15, 1 st floor (Page 33 of complaint)
10.	Unit area admeasuring	587.71 sq. ft. (super area) (As per BBA at Page 33 of complaint)
11.	Possession Clause	3. The project shall be completed in 48 months, subject to force majeure. The offer of possession is not dependent upon grant of completion certificate.
12.	Due date of delivery of Possession	19.02.2022 + 6 months in lieu of covid - 19 = 19.08.2022
13.	Total sale consideration	Rs.60,24,028/- (Page no. 34 of complaint)
14.	Amount paid by the complainant	Rs. 30,12,014/- (page 37 of complaint)
15.	Occupation Certificate	Not obtained
16.	Offer of Possession	Not offered

B. Facts of the complaint

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

- i. That the complainant is a company incorporated under the provision of Indian Companies Act, 2013 bearing CIN U45200DL2007PTC157831 and is being represented by its authorized representative, Mr. Ashwani Kumar authorized by the board of directors of the company vide a resolution dated 01.04.2019.
- ii. That in the month of January, 2018, the directors of the complainant company were approached by the directors of the respondent no. 1, with a proposal for investment in one of its commercial project in the vicinity of Sector 67, Gurugram, Haryana, being developed and marketed as "Town Plaza" and were presented with a copy of license bearing no. 18 of 2010, issued by DTCP Haryana, in the name of "Ansal API" situated at sector 67, Badashahpur, Tehsil & District, Gurugram, Haryana, for a 111.59 acres township. It was presented by the directors and other key-officials of respondent no.1 that the commercial project is situated on 60-meter-wide sector road, interjecting between sector 66 & sector 67 and the commercial project was spread over an area of 1.75 acres. It was further represented that the project shall have exclusive entry and exit from the 60-meter-wide road and a layout plan was also provided to the complainant company.
- iii. That, on account of the representation made by the directors of the respondent no.1, the complainant company agreed to purchase multiple units in the said commercial complex with an aim to relocate its corporate office at Gurugram, Haryana. That the complainant company initially invested an amount of Rs. 2 Crores, vide 5 separate cheques, the details are as follows:

S.No.	Cheque Date	Cheque No.	Cheque Amount
1.	06.02.2018	000088	Rs. 36,00,000/-

2.	06.02.2018	000089	Rs. 35,00,000/-
3.	07.02.2018	461895	Rs. 42,00,000/-
4.	08.02.2018	461896	Rs. 43,00,000/-
5.	09.02.2018	461987	Rs. 44,00,000/-
TOTAL			Rs. 2,00,00,000/-

- iv. That after making the above-said payments, the complainant company kept on requesting the respondent no. 1 to provide copy of payment receipt, allotment letters, and copy of documents of Registration of the Project. That, respondent no. 1 provided the complainant company with 6 separate allotment letters all dated 19.02.2018, and further, informed the complainant company that the RERA registration of the project has already been approved by the present Ld. Authority but is yet to be received by the respondent no. 1, further the respondent no. 1 blamed the delay in receipt of certificate on the Authority, on the pretext that there were some “printing issues” with the Ld. Authority. The complainant company was due to purchase 30 more units in the said project and it was then informed by the directors of the complainant company, that the amounts for the remaining units shall be provided only when the copy of registration certificate is provided to them.
- v. That the present complaint pertains to one of the allotted units, bearing no. F-15, located on first floor of the project, having super area 587.71 sq. ft., and a total sale consideration of Rs. 60,24,028/-.
- vi. It is imperative to note here that as per the terms of the allotment letter, the above sale consideration price was inclusive of club membership charges, fire-fighting charges, EDC+IDC, power back up charges, etc., but exclusive of applicable service taxes and as per clause 3 of the said allotment letter, the possession for the above allotted unit was to be delivered to the complainant

company within a period of 48 months from the date of allotment, i.e., 19.02.2022. It is furthermore stated that the allotment was made under "Possession Linked Payment Plan" an amount of Rs.30,12,014/- was taken as an advance and Rs.30,12,014/- was due payable only upon receipt of offer of possession.

- vii. That, in the month of August, 2018, the directors of respondent no. 1, again approached the complainant company and presented them with a copy of RERA registration of the project. That as the date on the said certificate was printed to be as 24.07.2018, the complainant company inquired regarding the same, but the respondent no. 1 blamed the same upon the Authority itself, that the date on the certificate is the date of printing of the certificate and not the date of approval of the project. The complainant company relied upon the said representation of the directors of the respondent no. 1 and further issued 25 cheques towards the booking amount for 25 additional units, i.e., 13 cheques dated 07.09.2018, for an amount of Rs.2,00,000/- each, towards booking of 13 Units and 12 cheques all dated 07.10.2018 for and amount of Rs. 5,00,000/- each, towards booking of 12 units. That in this manner, a total no. of 30 units were booked by the complainant company.
- viii. That the respondent no. 1, unlike before, kept on delaying the issuance of allotment letter against the remaining 25 units and kept on delaying the issuance of the same on the pretext that a proper "sale agreement" for 30 units shall be executed and registered before the concerned Authority. That after drooling over the registration of sale agreements for a period of more than 6 months, in the month of february 2019, a joint meeting was conducted between the directors of respondent no. 1 and the directors of complainant company, wherein the respondent no. 1 expressed its inability to issue

allotment letters against the remaining 25 units and rather issued cheques for refund of the amount, along with interest. That, as the complainant company had already paid a hefty amount to the respondent no. 1, thus, complainant company had no other option but to accept the refund by the respondents in respect to 25 cancelled units leaving behind some units out of which a present complaint is one. It is pertinent that the said cheques for refund along with interest, got dishonoured and separate proceedings under the provisions of N.I. Act, 1881, are pending against the respondent no. 1 company and its directors.

- ix. That, for the remaining units, the respondent no. 1, in order to ensure and compensate the complainant company, issued 6 separate letters, all dated 15.02.2019 for assured return @11% per annum, on the amount received, till offer of possession of the allotted unit. It was further declared by the respondent no. 1 in the said letter itself that, it may terminate the allotment/ arrangement of the complainant company, within 6 months, from the date of issuance of the letter dated 15.02.2019 and in an event the respondent no. 1 terminates the allotment of reserved area/ unit, then the respondent no. 1 shall be liable to pay an interest @24% p.a. on the amounts received by the respondent no. 1, from the date of receipt of the payment made by the complainant company, till actual realisation of the payments and interest thereof.
- x. It is pertinent to note here that, even after receiving significant payments from the complainant company and despite repeated representations regarding timely completion promise to handover the project and the supremacy of Services provided by the respondents, the directors of Respondent No. 1 failed to execute and register builder buyer agreement (as

- per RERA Act) against the purchased unit and thus, thereby committed another default under the provisions of RERA Act, 2016 even after having issued allotment letter and assured returned letter.
- xi. That further, it has come to the knowledge of the complainant company that the respondent no. 1 had not only acted in default but has committed fraud with the complainant company and has also duped and cheated the Authority.
- xii. It is pertinent to note that the respondent no. 1 and its directors, along with respondent no. 2 to 5 had not obtained any RERA registration certificate for the above said project at the time of making the sale of units to the complainant company and at the time of accepting the payment for the units allocated to the complainant company. It is pertinent to mention here that, the respondent No. 1 has unlawfully promoted and advertised the project based on DTCP licence no. 18 of 2010 which was issued in the name of respondent no. 2 to 6, along with multiple other land owners and had proceeded with the sale and creation of third-party rights, in violation of section 4 of the RERA Act, 2016.
- xiii. It is further relevant to note here that, since the date of allotment of unit, the respondent no. 1, failed to execute and register any sale agreement with the complainant company against the allotted unit and the same is in grave violation of the Section 13 of the RERA Act and Rules and further, in the absence of any such agreement, the terms of the allotment letter shall prevail and the date for handover of possession shall be construed as 19.02.2022 only which has hopelessly lapsed.
- xiv. That as per drawing no. API/SANC/SL4/L-4, dated June 2013 it was clear, at the time of sanction of the Zoning Plan that, no sub-division of the project site

shall be permissible, however, the respondent no. 1, along with other respondents, acted in sheer violation of the terms of zoning as stated by the Ld. DTP, Chandigarh, by executing a part sale deed for an area of 0.75 acres, and further, even after being in violation, with the terms of approved zoning and drawing, the respondent no. 1 tendered and rendered numerous false affidavits, declarations and undertakings, before the Authority and got successful in obtaining the RERA registration of the project, by use of fraudulent and vicious method. That the respondent no. 1 never executed the sale deed for the remaining project land under RERA registration no. RC/REP/HARERA/GGM/2018/09, dated 24.07.2018. It is stated that the present Authority had issued the said registration on the basis of the undertakings, and affidavits, tendered by the respondent no. 1 before the Authority, enabling respondent no.1 in execution of its devious plans. The Authority however, being vigilant, had imposed multiple conditions at the time of issuance of RERA certificate, the conditions are being reproduced as follows:

- a. *Total area of the project is 1.75 Acres out of which sale deed is for 0.7875 Acres. Conveyance deed for the remaining area will be submitted with the authority within 90 days of the issuance of the registration certificate.*
- b. *The promoter shall enter into an agreement for sale with the allottees as prescribed by the Government;*
- c. *The promoter shall offer to execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the unit/ apartment, plot or building as the case may be;*
- d. *The promoter shall convey/allow usage of common areas as per Rule 2(1)(f) of the Haryana Real Estate (Regulation and Development) Rules, 2017.*
- e. *The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;*
- f. *The promoter shall comply with the provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation and*

Development) Rules, 2017 and regulations made thereunder and applicable in the State;

- g. The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.*
- h. The promoter shall comply with all other terms and conditions as conveyed by the Authority."*

- xv. It is pertinent to state that, when the complainant company inspected the official records at Haryana Real Estate Regulatory Authority, Gurugram, and it has come to their knowledge that the respondent no. 1 was given a RERA registration subject to execution of and submission of conveyance deed for the remaining project area i.e., 1 Acre, within 90 days of the issuance of registration certificate and in an event of default, RERA registration certificate issued to the respondent no. 1, was subject to cancellation.
- xvi. That, as per the undertaking by the respondent no. 1 vide letter dated 15.02.2019, and was bound to pay an interest @11% p.a. to the complainant company on the payments made against the allotted unit but the respondent no. 1 acted in malafide and again failed to comply with its obligations and has not paid any interest till date, due to which the complainant company has suffered humongous losses and mental agony and loss of opportunity.
- xvii. That, it is pertinent to state here that, the RERA registration certificate dated 24.07.2018 issued to the respondent no. 1 was not renewed and was subsequently cancelled due to non-adherence of RERA compliances. That on account of the various violations as committed by the respondent no. 1, the Authority has already initiated Suo Moto action against the respondents no. 1 the details of which are as follows:

S. No.	Suo-Moto Case No.	Remarks	Notice Date	Next Date of Hearing
1.	RERA-GRG-3578-2022	Quarterly Progress Report	31-05-2022	27-06-2022

2.	RERA-GRG-3371-2022	Compliance	01-06-2022	30-06-2022
3.	RERA-GRG-2677-2022	Compliance	01-06-2022	29-06-2022
4.	RERA-GRG-3907-2022	Extension of Registration and submission of requisite documents	03-06-2022	28-06-2022
5.	RERA-GRG-2088-2020	Notice for violation of Section 4(2)(l)(d)	27-07-2020	NA
6.	RERA-GRG-3908-2022	Notice for violating provisions of section 4(2)(l)(d)	15-07-2024 & 03-06-2022	20-09-2024

Furthermore, it is alleged that respondent no. 1 had malafide intention of cheating from the very inception. Additionally, respondent no. 2 to 5 are also deemed liable for the actions of respondent no. 1 as they created third party rights, leading to issuance of the RERA registration certificate based on the DTCP license no. **18 of 2010** held by respondent no. 2 to 5, along with several other landowners.

- xviii. That the complainant company tried to communicate with the above-named respondents on numerous occasions, through telephonic calls and by visiting their registered office, regarding handover of possession and for inquiring about the assured interest as per agreement dated 15.02.2019, but to the utter disappointment of the complainant company, no constructive answers were offered to the complainant company and the respondents kept on delaying the meetings and even stopped answering the calls of the complainant company and maintained their silence for best of the reasons known to them.
- xix. That on account of malafide acts and deeds of the respondents, the

complainant company have gone through misery due to unlawful and unethical conduct on part of the Respondents and suffered huge mental as well as financial losses due to failures and mis deeds of the respondents.

- xx. It is pertinent to mention here that, having left with no other resort, the complainant company approached the Authority vide **complaint bearing no. RERA-GRG-1003-2021, filed on 04.05.2021**, seeking relief in terms of provisions of the RERA Act,2016 however the said compliant could not be adjudged on merits and the Authority granted liberty to the present complainant to file separate complaint for separate units.
- xxi. That, after dismissal with liberty of above complaint due to technical reason, multiple rounds of meetings were held between the complainant company and the respondents to find resolution, however, even post reassurances and promises made by the respondents towards fulfilment of their obligation to hand over possession of the units of the complainant company and payment of the assured interest, the respondent again failed to deliver its promises and thus, being aggrieved by the acts of the respondents, the complainant company is left with no other resort but to seek relief from the Authority.
- xxii. That, the respondent no. 1 and others have also acted in violation to the terms & conditions as imposed upon by RERA at the time of registration and under RERA Act and thus, has acted in default with its statutory obligations and strict action is warranted against the respondent for the said non-compliance and violations in addition to the violation and fraud committed by respondent no. 1 against complainant company.

C. Relief sought by the complainant

- 9. The complainant has sought the following relief(s):
 - i. Direct the respondent to handover and provide the possession of the commercial unit bearing no. F-20 in the project by ensuring all the

compliances in accordance with law, **or else**, provide an alternative unit of the same size in the same vicinity in a project of choice of the complainant company with further order directing the respondents to make the payment of delay penalty compensation, as per the provisions of RERA Act, 2016, effective from the date on which the payments were made by the complainant company, till actual handover of the possession and payment of delay penalty compensation.

- ii. Direct the respondent to pass an order for payment of due assured return /interest, @ 11% per annum, as per the letter dated 15.02.2019, starting from the actual date of payment made by the complainant company.
 - iii. Direct the respondent to impose penalty as per the provisions of the RERA Act, 2016 for non-registration of the above-said commercial project at time of sale and accepting payment.
 - iv. Direct the respondent to pass an order against the respondents, taking strict actions against the non-compliance and violations committed by the respondents.
 - v. Direct the respondent to pass an order against the promoters of the project, taking strict actions against the non-compliance and violations committed by the respondents in terms of Section 59 and Section 60 of the RERA Act, 2016.
 - vi. Direct the respondent to pass an order constituting a committee under the Authority, to cease and takeover the project land and ordering a detailed inquiry into the ill acts of the respondents and or any other order.
 - vii. Direct the respondents to make the payment of the assured return / interest as per the letter dated 15.02.2019 issued by the respondent no. 1. with effect from date of receipt of payment by respondent no. 1 till date and thereafter, to make the payment of the assured return on monthly basis during the pendency of the present case.
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.
11. On 15.01.2025, the respondents were directed to file the reply within a stipulated time period. Further, on 16.04.2025 & 30.07.2025, the respondents

were again directed to file reply to the main complainant within a stipulated time period. However, despite specific directions, the respondents were failed to file the written reply and have failed to comply with the order of the Authority. It shows that the respondents are intentionally delaying the proceedings of the Authority by non-filing of written reply. Thus, the defence of the respondents was struck off for not filing reply and is being decided on basis of facts and documents submitted with the complaint which are undisputed.

12. Furthermore, the respondent no. 4 has filed an application dated 17.09.2025 for deletion of respondent no.4 name and recall of order is hereby declined and dismissed.
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.

D. 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.

D.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 purposes 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 a complete territorial jurisdiction to deal with the present complaint.

D.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 complainant at a later stage.

E. Findings on the relief sought by the complainant

E.I Direct the respondent to handover and provide the possession of the commercial unit bearing no. F-20 in the project by ensuring all the compliances in accordance with law, or else, provide an alternative unit of the same size in the same vicinity in a project of choice of the complainant company with further order directing the respondents to make the payment of delay penalty compensation, as per the provisions of RERA Act, 2016, effective from the date on which the payments were made by the complainant company, till actual handover of the possession and payment of delay penalty compensation.

E.II Direct the respondent to pass an order for payment of due assured return/interest, @ 11% per annum, as per the letter dated 15.02.2019, starting from the actual date of payment made by the complainant company.

18. The above-mentioned reliefs sought by the complainant are being taken together as the findings is on relief will definitely affect the result of the other relief will definitely affect the result of the other relief and the same being interconnected.

• **Delayed possession charges & Assured return**

19. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges along with unpaid assured return.
20. The factual matrix of the case reveals that the complainant was allocated a unit bearing no. F15, first floor admeasuring 587.71 Sq.Ft. in the project "Town Plaza" situated at Sector 67, Badshahpur vide allotment letter dated 19.02.2018. The builder buyer agreement was not executed between the parties. Therefore, the due date is calculated from the date of allotment letter which comes out to be 19.02.2022. Further, *as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020*. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 19.02.2022 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 19.08.2022. The complainant has paid an amount of Rs. 30,12,014/- against the sale consideration of Rs. 60,24,028/.
21. The part of sale consideration was taken by the respondent/promoter as an advance deposit against allotment of subject unit and its possession was to be offered after a certain period. However, in view of taking 50% of sale consideration by way of advance, the builder promised to pay certain amount by way of assured returns for a period. However, the respondent failed to complete his commitment as agreed in the letter dated 15.02.2019 Hence, the allottee has

exercised his right and approached the Authority for redressal of his grievances by way of filing a complaint.

22. 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."

23. 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., 30.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

24. 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:

“(za) “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;”

25. On consideration of documents available on record and submissions made by the complainant and the respondent, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. The possession of the subject unit was to be offered within a stipulated time i.e., by 19.08.2025
26. The complainant is seeking unpaid assured return on monthly basis as per letter dated 15.02.2019. Letter dated 15.02.2019 provided for payment of assured returns to the complainant @11% per annum on the amount received till the offer of possession for the aforesaid reserved area/unit.
27. 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?
28. 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 allotment letter. The rate at which assured return has been committed by the promoter is @11% per annum on the amount received till the offer of possession 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.27,610/- per month till the offer of possession whereas the delayed possession charges are payable approximately Rs. 27,233/- per month. By way of assured return, the respondent has assured the allottee that they would be entitled for this specific amount i.e., Rs.27,610/- till valid offer of possession. 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.

29. 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 valid offer of possession, then the allottees shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation.
30. 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 had agreed to pay to the complainant-allottees @11% per annum till the valid offer of possession.
31. 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., @11% per annum till the valid offer of possession for the aforesaid reserved area/unit. Further, the respondent 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.

• **Possession & Conveyance deed**

32. The respondent has failed to handover possession of the subject unit till date of this order. Accordingly, it is the failure of the respondent/ promoter to fulfill its obligations and responsibilities as per the agreement to handover the possession within the stipulated period. The Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainant as per the terms and conditions of the allotment letter dated 19.02.2018. Further, no OC/part OC has been granted to the project.
33. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favor of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the said respondent has applied for Occupation Certificate or what is the status of the completion of development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the flat/unit and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of balance amount and payment of stamp duty and registration charges as applicable, within three months after obtaining Occupation Certificate from the competent authority.

F.III Direct the respondent to impose penalty as per the provisions of the RERA Act, 2016 for non-registration of the above-said commercial project at time of sale and accepting payment.

F.IV Direct the respondent to pass an order against the respondents, taking strict actions against the non-compliance and violations committed by the respondents.

F.V Direct the respondent to pass an order against the promoters of the project, taking strict actions against the non-compliance and violations committed by the respondents in terms of Section 59 and Section 60 of the RERA Act, 2016.

F. VI Direct the respondent to pass an order constituting a committee under the Authority, to cease and takeover the project land and ordering a detailed inquiry into the ill acts of the respondents and the promoters.

34. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The Authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the Authority has not returned any findings with regard to the above-mentioned reliefs.

F. 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 i.e., M/s Samyak projects private limited is directed to pay assured return to the complainants in terms of allotment letter dated 19.02.2018 till valid offer of possession.
- 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.
- iii. The respondent no.1 is directed to offer the possession of the unit to the complainant and execute conveyance deed within 3 months after obtaining occupation certificate from the competent authority.

- iv. The respondent shall not charge anything which is not the part of allotment letter dated 19.02.2018.
36. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
37. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
38. Files be consigned to the registry.


(Ashok Sangwan)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.09.2025