

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,
 GURUGRAM

 Order reserved on: **27.11.2025**
 Order pronounced on: **18.12.2025**

NAME OF THE BUILDER		M/S SPLENDOR BUILDWELL PRIVATE LIMITED	
PROJECT NAME		"Specturm One" Situated at: Sector 58, Gurugram, Haryana	
Sr. No.	Case No.	Case title	Appearance
1.	CR/486/2024	Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited	Shri Daggar Malhotra, Advocate Shri Shriya Takkar, Advocate
2.	CR/488/2024	Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited	Shri Daggar Malhotra, Advocate Shri Shriya Takkar, Advocate
3.	CR/489/2024	Amit Vohra Vs. M/s Splendor Buildwell Private Limited	Shri Daggar Malhotra, Advocate Shri Shriya Takkar, Advocate

CORAM:

Shri Phool Singh Saini

Member

 HARERA
 GURUGRAM
 ORDER

1. This order shall dispose of the aforesaid 3 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 project, namely, "Spectrum One" situated at Sector- 58, Gurugram being developed by the same respondent/promoter i.e., "Splendor Buildwell Private Limited." The terms and conditions of the allotment letter, buyer's agreements and the fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking delayed possession charges as well as assured return and others.
3. The details of the complaints, status of reply, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given below:

Project Name and Location	"Specturm One" at Sector - 58, Gurugram, Haryana
Project area	6.775acres
DTCP License No. and validity	82 of 2010 dated 12.10.2010 Valid up to 29.05.2020
RERA Registered or Not Registered	Registered Registration no. 376 of 2017 dated 07.12.2017 valid up to 31.12.2018
Possession clause as per Judgement <i>Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>	<i>"a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</i>
Assured return clause as per MoU dated 01.09.2016	4. <i>That the developer will pay Rs.71.50/- (Rupees seventy-one and fifty paisa only per sq. ft.</i>



	<i>per month subject as an assured return to the allottee from 5th September 2016 till the first lease out. The Developer assures first lease to the prospective lessee(s) at the minimum rate of Rs.58.50/- (Rupees fifty-eight and fifty paisa only) per sq. ft. per month.</i>
	(Page no. 156 of reply)
Due date of possession	19.07.2019 (Note:- calculated from the 3 years from the date of singing of MoU)
Occupation certificate	06.09.2019 (Page 166 of reply)

S. No.	1	2	3
Details of the unit, area and others	CR/486/2024 Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited	CR/488/2024 Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited	CR/489/2024 Amit Vohra Vs. M/s Splendor Buildwell Private Limited
Unit no. and area admeasuring as per MoU	401A, Tower-D, in 4 th floor 500 sq. ft. (approx. super area) (Page no. 18 of complaint)	401B, Tower-D, in 4 th floor 500 sq. ft. (approx. super area) (Page no. 18 of complaint)	403A, Tower-D, in 4 th floor 550 sq. ft. (approx. super area) (Page no. 18 of complaint)
Revised unit no. as per letter dated 19.08.2023	206A, Tower-D (Page no. 173 of reply)	206B, Tower-D (Page no. 172 of reply)	207A, Tower-D (Page 172 of reply)
Date of execution of MOU	19.07.2016 (Page no. 15 of complaint)	19.07.2016 (Page no. 15 of complaint)	05.08.2016 (Page no. 148 of reply)
Application form for unit no. 403A	19.07.2016 (Page no. 148 of reply)	19.07.2016 (Page no. 148 of reply)	01.09.2016 (Page no. 15 of complaint)
Due date of possession	19.07.2019 (Note: - calculated from the 3 years from the date of singing of MoU)	19.07.2019 (Note: - calculated from the 3 years from the date of singing of MoU)	01.09.2019 (Note: - calculated from the 3 years from the date of singing of MoU)
Basic sale consideration	Rs.15,00,000/-	Rs.15,00,000/-	Rs.16,50,000/-

	(Page no. 18 of complaint)	(Page no. 18 of complaint)	(Page no. 18 of complaint)
Total amount paid by the complainants	Rs.16,27,500/- (Page nos. 18,26 and 27 of complaint)	Rs.15,67,500/- (Page nos. 18, 25 of complaint)	Rs.16,50,000/- (Page no. 18 of complaint)
Assured return paid by respondent to the complainant	Rs.7,86,500/- (As alleged by respondent page no. 4 of reply)	Rs.7,86,500/- (As alleged by respondent page no. 4 of reply)	Rs.8,20,582/- (As alleged by respondent page no. 4 of reply)
Unit changed letter issued by the respondent on	15.07.2023 (Page no. 173 of reply)	15.07.2023 (Page no. 172 of reply)	19.08.2023 (Page no. 172 of reply)
Letter to take possession and registration of conveyance deed by respondent	30.08.2021 (Page no. 169 of reply)	26.08.2021 (Page no. 168 of reply)	30.08.2021 (Page no. 168 of reply)

The complainant herein is seeking the following reliefs:

1. Direct the respondent to pay interest for delay on the total amount paid by the complainant at the prescribed rate of interest for every month of delay, till the date of actual handing over of the possession of the unit.
2. Direct the respondent to provide to the complainant the space buyer agreement and to execute the space buyer agreement and sale deed.
3. Direct the respondent to pay pending assured return payments of Rs.35,750/- per month from June, 2018 till the filing of present complaint being Rs.23,95,250/- and direct the respondent to pay assured returns per month till the said unit is leased out to the prospective lessee by the respondent.
4. Direct the respondent to produce proof of completion of construction as alleged by respondent.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
DPC	Delayed possession charges
TSC	Total sale consideration
AP	Amount paid by the allottee/s
OOP	Offer of possession

4. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/486/2024 titled as "Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details



5. 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/486/2024 - "Tripti Vohra and Amit Vohra Vs. M/s Splendor Buildwell Private Limited"

S. No.	Particulars	Details
1.	Name of the project	"Spectrum One", Sector 58, Gurugram, Haryana
2.	Project area	6.775 acres
3.	DTCP license no. and validity status	82 of 2010 dated 12.10.2010 valid up to 29.05.2020
4.	Name of licensee	Ishayu Builders and Developers Pvt. Ltd.
5.	RERA Registered/ not registered	Registered vide no. 376 of 2017 dated 07.12.2017
6.	Unit no. as per MoU dated 19.07.2016	401A, Tower-D (Page no. 18 of complaint)
	Revised unit no. as per letter dated 15.07.2023	206A, Tower-D (Page no. 173 of reply)
7.	Unit area admeasuring	500 sq. ft. (approx. super area) (Page no. 18 of complaint)
8.	Application form	19.07.2016 (Page no. 148 of reply)
9.	Date of execution of MOU	19.07.2016 (Page no. 15 of complaint)
10.	Assured return clause	4. <i>That the developer will pay Rs.71.50/- (Rupees seventy one and fifty paisa only per sq. ft. per month subject as an assured return to the allottee from 5th September 2016 till the first lease out. The Developer assures first lease to the prospective lessee(s) at the minimum rate of Rs.58.50/- (Rupees fifty eight and fifty paisa only) per sq. ft. per month.</i> (Page no. 18 of complaint)
11.	Due date of possession	19.07.2019

12.	Basic sale consideration	Rs.15,00,000/- (Page no. 18 of complaint)
13.	Amount paid by the complainants	Rs.16,27,500/- (Page no. 18,26 and 27 of complaint)
14.	Assured return paid by respondent	Rs.7,86,500/- till May 2018 (As alleged by respondent page 4 of reply)
15.	Occupation certificate /Completion certificate	06.09.2019 (Page no. 167 of reply)
16.	Unit changed letter issued by the respondent on	15.07.2023 (Page no. 173 of reply)
17.	Letter to take possession and registration of conveyance deed by respondent	30.08.2021 (Page no. 169 of reply)

B. Facts of the complaint

6. The complainant has made following submissions in the complaint:-

- That, on 19.07.2016, the complainant entered into a MoU with the respondent whereby the respondent allotted a commercial unit bearing number no. 401A, Tower- D admeasuring 500 sq. ft. super area to the complainant in the respondent's project situated in Sector- 58 Gurugram by the name of- 'Spectrum One' under the "Assured Return Plan." That, initially the said unit was jointly allotted to Tripta Vohra and Late Sh. Suresh Chander Vohra. On account of the sad demise of Sh. Suresh Chander Vohra on 08.08.2022, the legal heir of the demised being his son Amit Vohra has been made the complainant along with Smt. Tripta Vohra on account of registered will dated 04.02.2016 wherein the share of the said unit was bequeathed by the demised in favour of his son Amit Vohra. Accordingly, the Complainants have been arrayed as above.
- That the total basic sale consideration of the unit was stated as Rs.15,00,000/-. The complainant paid Rs.15,00,000/- at the time of booking itself vide cheque no. 00082 dated 19.07.2016 and the receipt of which was



acknowledged in the MoU in clause 3 of the MoU. That, the respondent further demanded a sum of Rs.67,500/- which was duly paid by the complainants vide cheque bearing number 00100 dated 09.12.2016. The respondent vide clause 4 of the MoU undertook to pay an assured monthly return to the complainant as follows:

"Rs.71.50/- per sq. ft. per month on 500 sq. ft. from 01.08.2016 till the said Unit is leased out to the Prospective Lessee = Rs.35,750/- per month."

- c. That, as per clause 20 of the MoU, the respondent was obligated to sign and execute the space buyer agreement. That, till date, even after receiving an amount more than the basic sale consideration in the year 2016 itself, the respondent has failed to provide a space buyer agreement to the complainant. Several written as well as oral requests for execution of space buyer agreement were made by the complainant but all in vain. As per the MoU, it was agreed that the unit will be constructed and would be handed over to the lessee directly as chosen by the respondent and that the allottee was not to use the unit for his own use. The respondent vide demand letter dated 05.12.2016, demanded Rs.60,000/- as VAT @4%, the same was duly paid by the complainant.
- d. That the respondent has failed in paying assured returns to the complainant since June, 2018 onwards. The complainant made several correspondences to the respondent asking for the pending assured returns. The complainant has visited the office of the respondent several times but all in vain.
- e. That, on enquiring, the complainant has been told by the respondent that the project is complete. Therefore, the complainant is entitled to not only the execution of the space buyer agreement, sale deed, but also pending



assured return payments of Rs.35,750/- per month from June, 2018 till date of first lease of the unit.

- f. That, no specific due date of handing over of possession/completion of construction was clearly mentioned in the MoU and therefore, the Complainant humbly relies on the judgment of the Hon'ble apex Court in ***M/S. Fortune Infrastructure (Now Known as M/S. Hicon Infrastructure) & Anr. Versus Trevor Dlima & Ors., wherein it has held that***, "... Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."
- g. Accordingly, in the present case the due date of completion of construction can be inferred as 19.07.2019. That till date no space buyer agreement has been executed by the respondent and no sale deed has been made by the respondent. The complainant is therefore, compelled to file this present complaint.

C. Relief sought by the complainant

7. The complainant has sought the following relief(s):

- I. Direct the respondent to pay interest for delay on the total amount paid by the complainant at the prescribed rate of interest for every month of delay, till the date of actual handing over of the possession of the unit.
- II. Direct the respondent to provide to the complainant the space buyer agreement and to execute the space buyer agreement and sale deed.
- III. Direct the respondent to pay pending assured return payments of Rs.35,750/- per month from June, 2018 till the filing of present complaint being Rs.23,95,250/- and direct the respondent to pay assured returns per month till the said unit is leased out to the prospective lessee by the respondent.
- IV. Direct the respondent to produce proof of completion of construction as alleged by respondent.





V. Direct the respondent to not raise and withdraw the illegal demand of the IDC/EDC at exorbitant rates.

8. 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

9. The respondent has contested the complaint on the following grounds.

- That without prejudice to the aforementioned contentions it is stated that the complainants have approached the Authority with unclean hands and has tried to mislead the Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of suppressio very suggestion falsi. The complainants have suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. On this short ground alone, the complaint is liable to be dismissed.
- That the complaint filed by the complainants is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the very threshold. The complaint is liable to be dismissed in view of the preliminary objections set out hereinafter. Since the preliminary objections are of a jurisdictional nature which goes to the root of the matter, and as per the settled law, the same should be decided in the first instance. It is only after deciding the question relating to maintainability of the complaint that the matter is to be proceeded with further. The following preliminary and jurisdictional objections are being raised for dismissal of the complaint.
- That the memorandum of understanding dated 19.07.2016, for specific performance of which the present complaint has been filed was executed between the respondent herein and late Sh. Suresh Chand Vohra and Smt.



Tripti Vohra. Admittedly, the complainants have never informed the respondent about the sad demise of Late Sh. Suresh Chand Vohra and never made any effort and/or submitted requisite documents including death certificate of Late Sh. Suresh Chand Vohra for transfer of his share in said MOU/subject space in favour of complainant No.2, hence the present complaint deems dismissal for misjoinder of party. The said MOU has not been endorsed in favour of complainant no. 2 as the complainants have never applied for the same with the respondent, hence the complainant no. 2 has no *locus* to file the present complaint.

- d) That the complainants are praying for the relief of "assured returns" which is beyond the jurisdiction that the Authority has been dressed with. From the bare perusal of the Act, it is clear that the said Act provides for three kinds of remedies in case of any dispute between a developer and allottee with respect to the development of the project as per the agreement. Such remedies are provided under Section 18 of the Act, 2016 for violation of any provision of the Act, 2016. 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 by the allottee. Nowhere in the said provision the Authority has been dressed with jurisdiction to grant "assured returns".
- e) That as per the MOU, the complainant was paid assured return amounting to Rs.7,86,500/- for a period of approximately 2 years (i.e. till may 2018). Further, the complainant had waived assured return for the month of June 2018. The respondent is thereafter not liable to pay any amount of assured return to the complainant as the dues payable by the complainants are more than the maximum amount of assured return/assured rental payable to the



complainants as per capping fixed under clause 36 of the MoU dated 19.07.2016 executed between the parties. It is stated that after completion of the building assured rental is not payable.

- f) That the banning of Unregulated Deposit Scheme Act, 2019 (the "BUDS Act") was notified by the Government of India on 31.07.2019 effective from 21.02.2019. As a consequence of the above, the assured return linked to sale consideration and the assured rental linked to leasing arrangement as contemplated under the said MOU falls under the ambit of deposit and the same falls under the ambit of unregulated deposit scheme. In pursuant to the provisions of Section 3 of the BUDS Act, all unregulated deposit schemes have been barred and all such transactions which falls under the ambit of unregulated deposit schemes have to be stopped. That as such, in terms of Clause 33 of the said MOU, all such provisions of the said MOU are void, illegal and unenforceable under the BUDS Act, 2019. Accordingly, clause 5, and all other similar clauses of the said MOU, to the extent inconsistent with the provisions of the said Act, have become void, illegal and unenforceable and shall be deemed to be deleted so as to conform to applicable laws, without any liability on either party.
- g) That the definition of "deposit", as provided in the BUDS Act, bars the Respondent from making any payment towards assured return or assured rental linked with sale consideration of an immoveable property to its allottees after the enactment of the BUDS Act. It is stated that the assured returns or assured rentals paid by the Respondent to its allottees, which is linked with sale consideration of an immoveable property under the said Agreement, clearly attracts the definition of "deposit" and falls under the ambit of "Unregulated Deposit Scheme". Thus, the Respondent was barred under Section 3 of BUDS Act from making any payment towards assured



return in pursuance to an "Unregulated Deposit Scheme". Section 2(17) defines "Unregulated Deposit Schemes", which are not a regulated deposit scheme as specified under Column 3 of the First Schedule and as such the scheme, which has been entered between the Claimant and the Respondent is an Unregulated Deposit Scheme, known as Investment Return Plan, and has not been regulated or approved by the authorities as defined in the Third Column of First Schedule, hence, is banned in law. The Complainant cannot under the garb of said MOU seek enforcement or specific performance of an Investment Return Scheme before this Hon'ble Tribunal, which is specifically barred and banned under Section 3 of The BUDS Act, hence the present complaint deems dismissal. Reliance in this regard is placed on the order dated on order dated 19.04.2022 passed by the Ld. District Court Gurugram in the matter titled as ***Naresh Prasad vs. M/s Vatika Ltd. and Anr. (CIS No. 338 of 2022)***

h) That the very inclusion of such a clause in the MOU goes a step further in illustrating the fact that the complainant very well knew and understood the implication of the terms of the MOU having no date of possession but having a buffer/protection of payment of assured return till completion of the building. Hence, now it doesn't lie in the mouth of the complainant to allege that there has been undue delay in the handing over of the possession. The present case needs to deal within the parameters of the clauses contained in the MOU that was executed between the parties by fully understanding the import of the contents of the MOU without any coercion, influence of undue pressure. It is stated that on a closer scrutiny of Section 57 of the Contract Act, it is established that the enactment of BUDS Act falls within the "specified circumstances", which renders the clauses pertaining to assured return and similar clauses of the said MOU null and void. Thus,



by no stretch of imagination, a Court or Tribunal can enforce or pass any injunction by compelling any party to perform their alleged obligations under the said void terms of the MOU.

- i) That the issues so raised in this complaint are not only baseless but also demonstrates an attempt to arm twist the respondent into succumbing to the pressure so created by the complainant in filing this complaint before the Authority and seeking the reliefs which the complainant is not entitled to raise before the Authority.
- j) That the present claim qua enforcement of the terms of the said MOU qua assured returns and assured rentals is liable to be dismissed for the reason that the Authority cannot adjudicate over the subject matter of the assured returns/rentals in as much as the same is an aspect/facet out of the many related/incidental aspects covered under the BUDS Act. As a necessary corollary, an order/decision on the subject matter falling within the realms of the BUDS Act, would not only amount to exercise of arbitrary and excessive jurisdiction by the Hon'ble Tribunal, but such action would also be unsustainable in the eyes of law. Section 8 of the BUDS Act provides that the appropriate Government shall, with the concurrence of the Chief Justice of the concerned High Court by notification, constitute one or more Courts known as the designated courts for such area or areas or such case or cases, as may be specified in such notification, which shall be presided over by a Judge not below the rank of a district and sessions Judge or additional district and sessions judge. Pertinently, Section 8(2) of the BUDS Act provides that no court other than the designated court shall have jurisdiction in respect of any matter to which the provisions of the BUDS Act apply.

k) The present complaint is liable to be rejected as the present transaction between the complainant and the respondent falls under Section 57 of the Indian Contract Act, 1872. It is stated that on a closer scrutiny of Section 57 of the Contract Act, it is established that the enactment of BUDS Act falls within the "specified circumstances", which renders the said MOU null and void. Thus, by no stretch of imagination, an Authority or court or tribunal can enforce or compel any party to perform their alleged obligations under a void agreement. The specific performance of the assured return or assured rental cannot be prayed especially in view of clause 30 of the said MOU, which is a prospective clause, making the terminated MOU, in its nature, determinable. That the operation of clause 4 of the MoU is illegal, inoperative and hit by Section 10 read with Section 23 of the Contract Act, 1872. Section 23 of the Contract Act makes every contract void which is unenforceable.

l) That the Hon'ble Authority in the case of ***Geeta Rani vs. M/s. Landmark Apartments Pvt. Ltd.*** (Complaint No. 870/2018) and also had held that the issues of the matter had already been adjudged by the Authority in the order dated 07.08.2018 passed in complaint no. 141 of 2018 titled as Brhimjeet vs. M/S landmark Apartments Pvt. Ltd. in the above mentioned matter of Brhimjeet vs. M/s. Landmark Apartments Pvt. Ltd, it was held by this Hon'ble Authority that as per the MOU between the parties, the assured returns was not a formal clause with respect to giving or taking possession of the unit and that the Builder was not within the purview of the RERA Act. This Hon'ble Authority went on to further issue directions to the allottee in the case to file a case for assured returns before the appropriate forum.

m) That the complainant made an application for provisional allotment of an office space in the cyber/IT park developed by the respondent known as



Spectrum One vide an application form dated 19.07.2016. Thereafter a Memorandum of Understanding was executed with the complainant for provisional allotment of space admeasuring 500 sq. ft. on investment return plan in the proposed IT park project of the respondent. The said MOU dated 19.07.2016 was executed determining all the rights and liabilities of the parties. As per the Memorandum of Understanding the basic consideration of the provisionally allotted unit for an area admeasuring 500 sq. ft. was Rs.15,00,000/- exclusive of EDC/IDC, EEC, Interest Free Maintenance Security, Power Back up charges, Service Tax and such other levies/cessess/VAT as may be imposed by the any Statutory Authority and other dues and charges as applicable in respect of the said unit upon completion of the building. The complainant made payments amounting to Rs.15,67,000/- (inclusive of service tax). However, in addition to the above additional cost the complainant in accordance with clause 5, 6 ,22 and 23 of MoU were also liable to make other payments in the nature of EDC/IDC, EEC, Interest Free Maintenance Security (IFMS), Power Back up charges, service tax and such other levies/cessess/VAT/labour cess as per the demands raised by the respondent in terms of the said MoU.

- n) That the respondent company vide letter dated 13.02.2018 also informed the complainants that the project is at completion stage and the respondent is in discussion with the potential/intending corporates/MNCs/Banks for leasing of space in the project.
- o) That the respondent after completing the construction in September 2018 had applied for the issuance of Occupation Certificate in the office of the Director General, Town & Country Planning Department, Haryana in November 2018. The occupation certificate was granted on 06.09.2019 after due verification and inspection from the competent authorities.



p) That as per the MOU, while the terms of the allotment & sale would be solely governed by the SBA, clauses 9, 11, 12(f), 14, 15 & 16 of the MOU provided the essence of the scheme under the MOU, i.e., whereby the complainants had clearly understood and agreed that said space provisionally allotted to the complainant is not for the purpose of self-occupation and use by the complainants and it is for the purpose of leasing to third parties along with combined units as larger area. The complainant under clause 11 had given had given unfettered rights to the respondent to negotiate, finalise, effectuate, and enter into lease deed and other documents with any suitable and prospective tenant to lease out the said space along with other combined units as a larger area on the terms and conditions that the respondent would deem fit. Further, under clause 12 (f) and 14 the complainants had waived off their right to seek physical possession of the said space at present and in future and not seek division of the said space from the said larger area/combine units for any reason whatsoever.

q) That the final consideration for the said space/unit was to be arrived at upon leasing of the said space to prospective lessee as clause 16 of the MOU provided the consideration for the respondent, whereby the respondent was entitled to increased sale consideration than what was mentioned in the said MOU in case the respondent could procure a higher rent over and above Rs.58.50/- per sq. ft. per month. The lease rent procured is less than Rs.58.50/- per sq. ft. per month, the complainants were to receive monetary compensation as agreed in clause 15 of the MOU.

r) That the consideration for the said unit is to be determined and finalised upon leasing of the said space. As such in the absence of determination of the sale consideration, which is a *sine qua non* for the execution and registration of conveyance deed as it is only on the value of the sale



consideration that the calculation of stamp duty and registration charges are made and paid to the government treasury. Post receipt of the occupation certificate, the respondent through various communications informed the Respondents of their inability to lease the unit, due to the adverse market conditions, COVID-19 pandemic, low demand for commercial space leasing, trend of work from home, and other constraints faced by the respondent. The respondent vide various communications also informed the complainants that in such circumstances the respondent is willing to refund the entire amount paid by the complainants in pursuant to clause 33 read with clause 36 of the MOU and settle the account in terms of the MOU, however the complainants never accepted the said offer and never came forward to take the said payments.

s) That there was no time limit provided under the MOU for handing over the possession of the unit. Thus, time was not the essence of the contract for delivering the possession, however, it was mutually agreed upon that the complainants would be entitled to the benefit of assured returns as per the MOU till the completion of the building. That as per the terms of the MOU, it was agreed that the respondent will pay an assured return at the rate of Rs.71.50/- per sq. ft. of the super area from 01.08.2016 till the first lease of the unit, subject however to the maximum liability of the respondent as agreed between the parties in clause 36 of the MOU. The very inclusion of such a clause in the MOU goes a step further in illustrating the fact that the complainants very well knew and understood the implication of the terms of the MOU having no date of possession but having a buffer/protection of payment of assured return till completion of the building. As per Clause 11 of the said MOU, it was agreed between the parties that the said unit is not for the purpose of self-occupation and use

by the complainants and it is for the purpose of leasing to third parties along with combined units as larger area. The complainants had further agreed that they shall neither claim the subdivision in the said unit nor shall claim the physical possession of the said unit till the expiry of the first lease or renewal thereof. The respondent company has already paid assured return to the tune of Rs.7,86,500/- up till May 2018 in terms of clause 4 of the MOU. In terms of the MOU assured return was payable till the first lease of the unit. The respondent completed the construction and applied for the grant of occupation certificate in November 2018. That the banning of the Unregulated Deposit Scheme Act, 2019 (the "BUDS Act") was notified by the Government of India on 31.07.2019. As a consequence of the above, the assured return linked to sale consideration and the assured return/assured rental linked to the leasing arrangement as contemplated under the said MOU falls under the ambit of deposit and the same falls under the ambit of Unregulated Deposit Scheme. In pursuant to the provisions of Section 3 of the BUDS Act, all unregulated deposit schemes have been barred and all such transactions which falls under the ambit of unregulated deposit schemes have to be stopped.

t) That in terms of clause 30 of the said MOU, all such provisions of the said MOU are void, illegal and unenforceable under the BUDS Act, 2019. Accordingly, clause 4 and all other similar clauses of the said MOU, to the extent inconsistent with the provisions of the said Act, have become void, illegal and unenforceable and shall be deemed to be deleted so as to conform to applicable laws, without any liability on either party. That the inability of the respondent to pay any further amount due to a change in legislation was duly communicated to the complainants and the respondent is not liable to pay any amounts towards assured return to the complainants



herein and the respondent cannot be expected to act contrary to the law of the land.

- u) Without prejudice to the submissions made here in above, it is stated that the complainants are not entitled to any relief what so ever from this Authority for the very fact that it is categorically agreed between the complainants and the respondent under clause 36 of the said MOU that in no event and under no circumstances, the maximum liability of the respondent on any account what so ever shall exceed the amount received by the respondent from the complainants pursuant to the said MOU nor the entitlement of the complainants on all accounts together, including refund, interest, damages, etc. shall exceed the amount paid by the complainants to the respondent.
- v) The clause 36 thus, places an embargo and restricts the receivables by the complainants/allottees on whatsoever account including assured return etc. to the extent of the amount actually deposited by the latter with the Developer. Admittedly, the complainants had paid Rs. 15,00,000/- (excluding service tax) to the respondent in pursuant to the said MOU and the complainants had already received Rs.7,86,500/- as assured return from the respondent as assured return from the respondent under the said MOU, hence in view of the said clause 36 of the said MOU, the complainants by no stretch or imagination or under any law entitled to any further amount from the respondent due to acts attributable to the complainants including creating third party rights on the said space and in the said MOU.
- w) That the complainant herein has made a payment of Rs.15,67,500/- till date and an amount of Rs.7,13,712/-, except the estimated cost of erection of wall & corridor for the said units along with cost of finishing, provision and alteration of services and other associated works, as also intimated to the

complainants vide letter, dated 26.08.2021 is pending at their end towards payment of EDC/IDC/EEC/FFC and other dues and IFMS of Rs.1,00,000/-. The complainants are also liable to pay the maintenance charges as the unit is being maintained by the respondent on behalf of the complainants since the completion of the project. Despite the demand of EDC/IDC having been raised by the respondent herein, the complainants failed to come forward to clear their dues. As per the MOU timely payment was the essence of the MOU and the complainants were very well aware about the same. Since the complainants themselves defaulted in making timely payment of the dues, hence the complainants are not entitled to any relief whatsoever.

- x) Further, the complainants were not interested in execution and registration of the conveyance deed and take legal physical possession of the earlier allotted unit and wanted to continue with the understanding as agreed in the said MOU, the respondent vide letter dated 15.07.2023 informed the complainants about change of space/unit number allotted to them in pursuant to clause 9 of the said MOU. Vide the said letter it was duly informed to consider this letter for change of unit as integral part of said MOU and all communications, letters etc. issued to the complainants in pursuant to the said MOU. Accordingly, the indivisible space/unit no. provisionally allotted to the complainants vide the said MOU was subsequently changed to unit no. 206A instead of 401A admeasuring 500 sq. ft. of super area in Tower D of the said IT Park complex.
- y) That with regard to specific performance of the said MOU specifically pertaining to the assured return and assured rental to be paid by the respondent to the complainant, the same relief cannot be granted because as per Section 14 (d) of The Specific Relief Act 1963, a contract which is in its nature determinable cannot be specifically enforced and under Section

41 of The Specific Relief Act, 1963 an injunction also cannot be granted to prevent a breach of a contract performance of which would not be specifically enforced. Thus, the terminated MOU cannot be specifically enforced as in its nature, it is determinable and since it becomes non-enforceable, an injunction also cannot be granted.

- z) That the present complaint is liable to be dismissed for the reason that specific performance of the assured return and assured rental cannot be prayed especially in view of clause 33 of the said MOU which is a prospective clause.
- aa) That the present complaint is liable to be rejected as the present transaction between the complainant and the respondent fall under Section 57 of the Indian Contract Act, 1872. On a closer scrutiny of Section 57 of the Contract Act, it is established that the enactment of BUDS Act falls within the "specified circumstances", which renders the said MOU null and void. Thus, by no stretch of imagination, a Court or Tribunal can enforce or pass any injunction by compelling any party to perform their alleged obligations under a void agreement. The specific performance of the assured return or assured rental cannot be prayed especially in view of clause 30 of the said MOU, which is a prospective clause, making the terminated MOU, in its nature, determinable.
- bb) That the MOU was entered into between the parties and, as such, the parties are bound by the terms and conditions mentioned in the said MOU. The said MOU was duly signed by the complainant after properly understanding each and every clause contained in the MOU. The complainant was neither forced nor influenced by the respondent to sign the said MOU. It was the complainant who after understanding the clauses signed the said MOU in his complete senses.



cc) That as per clause 4 of the MOU dated 19.07.2016 it was agreed that the respondent will pay an assured return at the rate of Rs.71.50/- per sq. ft. of the super area from 01.08.2016 till the first lease. That as per the MOU, the Complainants were paid assured return amounting to Rs.7,86,500/- up till May 2018 and the complainants have waived the assured return for the month of June 2018. The alleged cause of action if any arose in July 2018 last due date of assured return. It is submitted that as per the terms of the MOU assured return was payable till the first lease. The respondent completed the construction and applied for the grant of occupation certificate in November 2018, further the respondent had also issued a letter, dated 26.08.2021 thereby again requesting the complainants to take possession of the unit and execute the conveyance deed, but of no avail and the complainants are with mala fide claiming the exorbitant amount without any basis. The complainants by way of the present complaint have approached the Authority seeking recovery of the alleged amount of assured return after a period of more than five years and thus the present complaint is barred by limitation.

dd) That the captioned complaint is frivolous, vague and vexatious in nature. The captioned complaint has been made to injure and damage the interest, goodwill and reputation of the respondent and the said project/complex and therefore, the instant complaint is liable to be dismissed in limine. That the complainant is not entitled to any reliefs as claimed herein since the Authority has no jurisdiction to entertain the present complaint.

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

11. 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.

12. The complainant and respondent have filed the written submissions on 12.12.2025 and 11.12.2025 respectively which are taken on record and has been considered by the Authority while adjudicating upon the relief sought by the complainant.

E. Jurisdiction of the authority

13. 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

14. 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.

E.II Subject matter jurisdiction

15. 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."

16. 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 complainant.

F.I Direct the respondent to pay interest for delay on the total amount paid by the complainant at the prescribed rate of interest for every month of delay, till the date of actual handing over of the possession of the unit.

F. II Direct the respondent to pay pending assured return payments of Rs.35,750/- per month from June, 2018 till the filing of present complaint being Rs.23,95,250/- and direct the respondent to pay assured returns per month till the said unit is leased out to the prospective lessee by the respondent.

17. Tripta Vohra complainant along with her husband booked the subject unit in its project known as "Spectrum One" situated in sector 58, Gurugram. A MoU in this regard was executed on 19.07.2016. It has come on record the allottees paid a total sum of Rs.17,24,250/- to the respondent against the allotted unit. But despite paying more than the sale price and the passage of the due date, the respondent failed to complete the project and offer possession of the allotted unit to the allottees. Meanwhile one of the allottee namely Suresh Chand Vohra expired on 08.08.2022 and his estate including the subject unit was succeeded by his wife and the legal heirs i.e., the complainants in equal shares. So, in this way on the basis of registered will dated 04.02.2016 the complainants became allottees of the subject unit. Though in the record of the respondent no such entries have been made but in view of testamentary deposition of the deceased allottees, the promoter is bound to correct its record with regard to the subject unit as per provisions of law.

I. Assured return

18. The complainant is seeking unpaid assured returns on monthly basis as per MoU dated 19.07.2016 at the rates mentioned therein. It is pleaded 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 by taking a plea that the same is not payable in view of enactment of Banning of Unregulated Deposit Schemes Act, 2019 (hereinafter referred to as the Act of 2019), citing earlier decision of the authority (**Brhimjeet & Anr. Vs. M/s Landmark Apartments Pvt. Ltd., complaint no 141 of 2018**) whereby relief of assured return was declined by the Authority. The Authority has rejected the aforesaid objections raised by the respondent in **CR/8001/2022 titled as Gaurav Kaushik and anr. Vs. Vatika Ltd.** wherein the Authority while reiterating the principle of prospective ruling, has held that the Authority can take different view from the earlier one on the basis of new facts and law and the pronouncements made by the apex court of the land and it was held that when payment of assured returns is part and parcel of builder buyer's agreement (maybe there is a clause in that document or by way of addendum, memorandum of understanding or terms and conditions of the allotment of a unit), then the builder is liable to pay that amount as agreed upon and the Act of 2019 does not create a bar for payment of assured returns even after coming into operation as the payments made in this regard are protected as per Section 2(4)(l)(iii) of the Act of 2019. Thus, the plea advanced by the respondent is not sustainable in view of the aforesaid reasoning and case cited above.

19. The money was taken by the builder as deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the builder promised certain amount by way of assured returns for a certain period. So, on his failure to fulfil that commitment, the complainant-allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint.



20. In view of the above, the builder is liable to pay that amount as agreed upon vide MOU and can't take a plea that it is not liable to pay the amount of assured return. Moreover, an agreement defines the builder/buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the MOU. So, the amount paid by the complainant to the builder is a regulated deposit accepted by the later from the former against the immovable property to be transferred to the allottee later on. In view of the above, the respondent is liable to pay assured return to the complainant-allottees as per clause 4 of the MOU dated 19.07.2016 from 01.08.2016 till the date of first lease out. The respondent has obtained the Occupation Certificate on 06.09.2019. Thereafter, the developer assures first lease to the prospective lessee(s) at the minimum rent of Rs.58.50/- per sq. ft. per month. Further, the Authority observes that clause 36 of the MoU dated 19.07.2016 provides that in no circumstances the maximum liability of the developer on any account whatsoever shall exceed the amount received by the developer from the allottee pursuant to the present document nor the entitlement of the allottee on all the accounts together including refund/interest/damages etc. shall exceed the amount paid by the allottee to the developer.

II. Delay possession charges

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

"Section 18: - Return of amount and compensation

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

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every

month of delay, till the handing over of the possession, at such rate as may be prescribed."

22. It is pertinent to mention here that MOU was executed inter se parties on 29.05.2014 and there is no timeline for completion of the project in the said MOU. In ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018***, Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period or period for completion of the project stipulated in the MOU, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract. Thus, the due date of completion of the project in view of the aforementioned judgement comes out to be 19.07.2019.

23. **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."



24. 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., 18.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

25. The definition of term 'interest' as defined under Section 2(za) 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;"

26. 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 19.07.2019.

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

acknowledgement letter. The rate at which assured return has been committed by the promoter is Rs.71.50/- per sq. ft. of the super area per month from 01.08.2016 till the first lease out 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.35,750/- per month till first lease out whereas the delayed possession charges are payable approximately Rs.14,715.31/- 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.35,750/- till the first lease out, the occupation certificate has been obtained by the respondent on 06.09.2019 and thereupon @ Rs.29,250/- per month. However, in the present matter, clause 36 of the MOU is also relevant which states that in no event and under no circumstances the maximum liability of the developer shall exceed the amount received by the developer from the intending allottee. 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 completion of the project, then the allottees shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation.

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 complainants-allotees Rs.71.50/- per sq. ft. on monthly basis till the first lease out and thereupon @ Rs.58.50/- per sq. ft. on monthly basis till the said unit is put on lease. The said clause further provides that it is the obligation of the respondent to lease the premises. It is matter of record that the amount of assured return was paid by the respondent till May 2018 but later on, the respondent refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019. But that Act of 2019 does not create a bar for payment of assured returns even after coming into operation and the payments made in this regard are protected as per Section 2(4)(iii) of the above-mentioned Act.
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., **@ Rs.71.50/- per sq. ft. per month from the date the payment of assured return has not been made i.e., June 2018 till the date of first lease out** and thereafter, Rs.58.50/- per sq. ft. per month till the date said unit is put on lease and rentals are achieved by the allottee. Further, the said assured rentals are payable in terms of the MoU dated 19.07.2016 subject to the maximum liability clause 36.
32. 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 @ 8.80% p.a. till the date of actual realization.

F.III Direct the respondent to provide to the complainant the space buyer agreement and to execute the space buyer agreement and sale deed.



33. Upon perusal of documents available and submission made by both the parties, the Authority observes that the respondent has filed an application dated 11.09.2025, and stated that the complainants were provisionally allotted a unit bearing no. 401A for an area admeasuring 500 sq. ft. of super area in tower D of the said project which was subsequently relocated to indivisible space bearing unit no. 206A admeasuring 550 sq. ft. of super area in Tower D of the said Project in terms of clause 9 of the said MOU which was duly informed to the complainants vide letter dated 19.08.2023. Subsequent to the said relocation, the earlier unit no. 401A admeasuring 550 sq. ft. of super area in Tower D of the said project has been conveyed to a third party vide registered conveyance deed. The details of the old unit to new unit, and third-party rights details in each case are provided herein below: -

S. No.	Case details	Old Unit details	New unit details	Conveyance deed executed on in favour of new allottee against the old unit
1.	CR/486/2024	401A	206A	17.10.2023
2.	CR/488/2024	401B	206B	17.10.2023
3.	CR/489/2024	403A	207A	23.10.2023

34. In view of the above, the relief of execution of space buyer agreement is concerned, this Authority is of the view that there is an MoU executed inter se parties on 19.07.2016 and the said MoU contains clauses that contains the terms and conditions agreed inter se. As per clause 20 of the MoU the respondent is obligated to sign and execute the space buyer's agreement. Therefore, the respondent is directed to execute the space buyer agreement which contains proper details as per the agreement to sell prescribed in the Rules of 2017.

35. With respect to the conveyance deed, clause 24 of the MoU is relevant wherein it has been clearly mentioned that the developer will execute the sale deed in



favour of the intending allottee after receiving full consideration in respect of the subject unit along with other charges and receipt of completion certificate of the project from the competent authority.

36. Furthermore, Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

“17. Transfer of title. -

(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.”

37. The Authority observes that occupation certificate in respect of the project where the floor is situated has already been obtained by the respondent /promoter. Hence, there is no reason to delay the conveyance deed of the subject unit. In view of the above, the respondent shall execute the conveyance deed of the new allotted unit as per agreed terms and condition mentioned in the MoU dated 19.07.2016 within 90 days upon receipt of the payment of requisite stamp duty by the complainant as per norms of the state Government.

F.IV Direct the respondent to produce proof of completion of construction as alleged by respondent.

38. On the document available on record and submissions made by both the parties, the Authority observes that the respondent has obtained the occupation certificate of the said project on 06.09.2019 (page no. 167 and 168 of reply). As per section 11(4)(b) of Act of 2016, the respondent/builder is under an

obligation to supply a copy of the completion certificate to the complainants /allottees. The relevant part of section 11 of the Act of 2016 is reproduced as hereunder: -

"11(4) (b) The promoter shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be."

Even otherwise, it being a public document, the allottees can have access to the it from the website of DTCP, Haryana

F. V Direct the respondent to not raise and withdraw the illegal demand of the IDC/EDC at exorbitant rates.

39. The respondent shall not charge anything from the complainants which is not part of the MoU executed between the parties on 19.07.2016.

G. Directions of the authority

40. 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 is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.71.50/- per sq. ft. per month from the date the payment of assured return has not been made i.e., June 2018 till the date of first lease out and thereafter, Rs.58.50/- per sq. ft. per month till the said unit is leased out to the prospective lessees subject to the maximum liability clause 36.
- II. The respondent is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainant and failing which that amount would be payable with interest @ 8.80% p.a. till the date of actual realization.



- III. Direct the respondent to provide the copy of Occupation Certificate dated 06.09.2019 to the respondent within a period of 30 days.
- IV. The respondent is directed to execute the which contains proper details as per the agreement to sell prescribed in the Rules of 2017 and also execute the conveyance deed in terms of Section 17 of the Act, 2016 subject to the payment of requisite stamp duty by the complainant as per norms of the state Government.
- V. The respondent shall not charge anything from the complainant which is not part of the MoU executed between the parties on 19.07.2016.
- VI. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

41. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of amount paid along with due date have been specified.
42. Complaint as well as applications, if any, stand disposed off accordingly.
43. Files be consigned to the registry.

Dated: 18.12.2025

HARERA
GURUGRAM


(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram