

**BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL**

---

**Appeal No. 95 of 2022**

**Date of Decision: February 17, 2026**

M/s Venetian LDF Projects LLP, Regd. Office at 83 Avenue Sihi Village, Sector 83, Vatika Next, Manesar, Gurugaon HR 122004.

Appellant.

Versus

Mohan Yadav R/o Village/Post Garhi Harsaru, Distt. Gurugram, Haryana-122505.

Respondent

**Coram:**

**Justice Rajan Gupta  
Dinesh Singh Chauhan**

**Chairman  
Member (Technical)**

Present: Ms. Himani Bhadouria, Advocate, for  
Mr. Harshit Batra, Advocate  
for the appellant.

Ms. Vandana Aggarwal, Advocate,  
for the respondent.

**ORDER**

**RAJAN GUPTA, CHAIRMAN:**

Present appeal is directed against order dated 25.11.2021 passed by the Authority<sup>1</sup>. Operative part thereof reads as under: -

*“43. 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/promoter is directed to pay the arrears of assured return of the complainant/allottee from January 2017 @ Rs.125.98/- per sq. ft. of super area (i.e. 400 sq. ft.) till the notice for offer of possession is issued by it as per memorandum of understanding.*

*ii. Since, the complainant/allottee has been allowed assured return being reasonable and comparable with delayed possession charges, so his interest is protected even after due date of possession is over and the assured return being payable till the notice for offer of possession. So, he is not entitled to any delayed possession charges as claimed.*

*iii. The respondent shall not charge anything from the complainant which is not part of the agreement of sale.*

*44. Complaint stands disposed of.*

*45. File be consigned to registry.”*

---

<sup>1</sup> Haryana Real Estate Regulatory Authority, Gurugram

Appeal No. 95 of 2022

2. Appellant-promoter floated a project in the name and style of '83 Avenue' in Sector 83 Revenue Estate, Village Sihi, Tehsil Manesar, District Gurugram. The allottee was allotted a unit bearing no. G-036 on the Ground Floor of the building, same being commercial in nature. Space Buyer's agreement (SBA) was executed on 20.02.2016. As per agreement, due date of possession was 20.02.2019. Total sale consideration of the unit was Rs. 42,88,000/-, out of which an amount of Rs. 40,02,299/- was paid by the respondent-allottee. As the project was not completed within the time stipulated and occupation certificate was not forthcoming, the complainant-allottee filed complaint before the Authority at Gurugram on 03.09.2021 seeking assured returns in terms of the memorandum of understanding dated 15.05.2013 and also the delay possession charges from due date of possession till date of offer of possession. Said complaint was decided in terms of the order reproduced in the opening paragraph of this order.

3. Aggrieved by the impugned order, the appellant-promoter has filed the present appeal before this Tribunal.

4. Learned counsel for the appellant-promoter primarily contends that the Authority has erred in directing payment of assured returns to the respondent-allottee, as such a direction falls beyond its jurisdiction. She submits that the Memorandum of Understanding executed on 15.05.2013 ceased to operate upon execution of the Space Buyer Agreement on 20.02.2016. She further argues that project was delayed due to National Green Tribunal's construction ban and other force majeure events, though an occupation certificate has now been issued on 18.09.2024.

5. Per contra, learned counsel for the respondent submits that as per the agreement, assured returns are still payable to her. She submits that the Authority has rightly directed the appellant-promoter to pay arrears of the assured return from January 2017 till offer of possession. As

Appeal No. 95 of 2022

per her, assured return, to which the allottee was entitled, had actually vested in her and is non-refundable and non-adjustable.

6. We have heard learned counsel for the parties and given careful thought to the facts of the case.

7. The record reflects that the due date of possession was 20.02.2019. However, the construction was not completed within the stipulated time. Admittedly, the Occupation Certificate was granted to the appellant-promoter during the pendency of this appeal i.e. on 18.09.2024, after a delay of almost four years. Accordingly, for such delay, the promoter is liable to pay delayed possession charges.

8. At the same time, it cannot be overlooked that the assured returns already paid by the promoter to the respondent-allottee under the memorandum of understanding dated 15.05.2013 constitute a vested contractual payment, thus, the same should not be deducted from the delay possession charges.

9. In view of above, the appeal is partly allowed and the impugned order is hereby modified to the extent that the appellant-promoter shall pay to the respondent-allottee delay possession charges (DPC) under Section 18(1) of the Act read with Rule 15 of the Rules, 2017, for the period from due date of possession, i.e. 20.02.2019 till the date of valid offer of possession. Assured returns, if any, already paid to the respondent, shall be treated as contractual payments and shall not be adjusted or recovered.

10. The amount deposited by the appellant-promoter with this Tribunal, in order to comply with the provisions of Section 43(5) of the Act, along with accrued interest, be remitted to the Haryana Real Estate Regulatory Authority, Gurugram for disbursement to the parties as per their entitlement in accordance with law and Rules.

11. Copy of this order be sent to the parties/their counsel and the Authority for compliance.

Appeal No. 95 of 2022

12. File be consigned to the records.

Justice Rajan Gupta  
Chairman  
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan  
Member (Technical)

February 17, 2026/mk