

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No.208 of 2024

Date of Decision: February 12,2026

1. Mr. Vinod Kumar s/o late Sh. Rajender Singh,
2. Mrs. Madhu Yadav w/o Sh. Sher Singh
Both R/o H. No. 951, Village Bawana, New Delhi

Appellants.

Versus

M/s Landmark Apartments Pvt. Ltd., A-8, Chittranjan
Park, New Delhi

Respondent

CORAM:

**Justice Rajan Gupta
Dinesh Singh Chauhan**

**Chairman
Member (Technical)**

Present : Ms. Rashi Shahrawat and Mr. Bhanu Udai,
Advocates for the appellants

Mr. Venket Rao, Advocate with
Mr. Gunjan Kumar and Mr. Yashvir Balhara,
Advocates for the respondent.

ORDER:

RAJAN GUPTA, CHAIRMAN:

Present appeal is directed against order dated 0-
9.01.2024, passed by the Authority¹. Operative part thereof
reads as under:

“G. Directions of the authority

¹ Haryana Real Estate Regulatory Authority, Gurugram

28. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Ac to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f) of the Act:

i. The respondent is directed to pay the amount of assured return at the agreed rate i.e. @ Rs.27,500/- per sq. ft. per month from the date the payment of assured return has not been paid i.e. July 2013 till offer of possession i.e. 14.05.2019 plus 2 months i.e. 14.07.2019 as per the provisions of section 19(10) of the Act of 2016.

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 complainants and failing which that amount would be payable with interest @ 8.75% p.a. till the date of actual realization.

iii. The respondent is directed to handover the possession of the allotted unit to the complainants completes in all aspects as per specifications of MoU within two months from date of this order.

iv. The respondent builder is directed not to charge anything which is not part of MoU.

29. Complaint stands disposed of.

30. File be consigned to the registry.”

2. Brief factual matrix of the case are that a project in the name and style of “Landmark Cyber Park” was floated by the respondent-promoter in Sector 67, Gurugram. MoU was executed on 12.10.2010. Total sale consideration for the unit was Rs.13,75,000/-. Admittedly, the allottees remitted the entire amount to the respondent-promoter. Occupation Certificate in respect of the project was granted to the promoter

on 26.12.2018. Thereafter, it made offer of possession on 14.05.2019. The appellant-allottees were not satisfied and preferred a complaint even before offer of possession. In the complaint, they *inter-alia* sought Rs.18,70,000/- as assured returns from January, 2013 till date along with interest @18% per annum compounded quarterly. They also sought future assured returns in the same terms. As per counsel, this was due to the allottees in terms of MoU.

3. The claim of the appellant-allottees was rebutted by the respondent-promoter. As per it, claim of allottees was not maintainable in the eyes of law. The complainant-allottees had failed to disclose that they had not made payments as per timeline in MoU/BBA.

4. The Authority considered the rival claims of the parties and documents including MoU/BBA which are on record and issued the directions as contained in opening paragraph of the judgment.

5. We have heard learned counsel for the parties and perused the record with their assistance.

6. It remains uncontroverted that the appellant-allottees remitted the entire payment for the unit in question way back in the year 2010. The Authority, after taking into consideration all facts and circumstances of the case, has granted assured returns at the agreed rate i.e. Rs.27,500/- per square feet per month from July, 2013 till offer of possession i.e. 14.05.2019 plus two months (14.07.2019). We find no infirmity with this order. Offer of possession was made on 14.05.2019 after Occupation Certificate was granted to the

respondent-promoter on 26.12.2018. Same is thus, a valid offer of possession. Till said date, assured returns have also been granted to the appellant-allottees.

7. The claim for any other amount in lieu of assured returns along with interest @ 18% per annum is mis-conceived, thus, not tenable. In the impugned order, respondent-promoter has been directed to hand over possession of the unit and also to pay outstanding assured returns at the agreed rate within 90 days from the date of order, after adjustment of the outstanding dues, failing which the respondent-promoter would be liable to pay interest @ 8.75% per annum till realization. The order to make payment in aforesaid terms has been given.

8. In case, the impugned order has not been complied with, it is directed that needful shall be done within 90 days of uploading of this order, failing which penal provisions of Section 64 of the Real Estate (Regulation and Development) Act, 2016 would come into play and the promoter shall be liable to pay Rs.10,000/- per day as penalty from the date of this order till realization. With this direction, we hope that the matter shall be given a quietus which pertains to the year 2010 when MoU was entered into. The complaint was filed before the Authority in 2018. Thus, matter has lingered on for several years.

9. The appeal stands disposed of in above terms.

10. Copy of this order be sent to the parties/their counsel and the Authority.

11. File be consigned to records.

Justice Rajan Gupta
Chairman
Haryana Real Estate Appellate Tribunal

Dinesh Singh Chauhan
Member (Technical)

February 12, 2026
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