

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

**Date of decision:** 14.11.2025

Akhil Nath

**R/o:** - Chamber no. 102, Sector 43, District  
Court, Chandigarh.

**Complainant**

Versus

M/s Vatika one on one pvt. Ltd.

**Office address:** Flat no. 621-a, 6<sup>th</sup> floor,  
Devika Towers, 6, Nehru place, New Delhi-  
110019.

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Vibhu Pahuja  
Ankur Berry

Advocate for the complainant  
Advocate for the respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of the project	Vatika One on One, Sector 16, Gurugram.
2.	Nature of the project	Commercial Complex
3.	Area of the project	12.13125 acres
4.	DTCP	05 of 2015 dated 06.08.2015
5.	RERA Registration	237 of 2017 dated 20.09.2017
6.	Unit no.	209, block 4, 2nd floor (page 38 of complaint)
7.	Unit admeasuring	500 sq. ft. (Page no. 38 of complaint)
8.	Date of allotment	01.08.2015 (page 57 of complaint)
9.	Builder-Buyer's Agreement b/w original allottee and respondent	15.02.2016 (page 13 of complaint)
10.	Agreement to sell b/w original allottee and the complainant	03.04.2018 (page 44 of complaint)
11.	Basic sale consideration	Rs. 42,00,000/- (as stated by complainant on page 6 of complaint)
12.	Paid up amount	Rs. 42,00,000/- (as stated by complainant on page 6 of complaint)
13.	Assured return clause as per builder buyer agreement	15. "The Developer may, where the Buyer has paid 100% of the Total Sale consideration and other charges for the Commercial Unit, upon signing of this agreement pay Rs. 151.65/- per sq. ft. super area per month by way of assured return to the Buyer, of certain category of commercial unit as per its policy, from the date of <u>execution of this agreement till the construction of the said Commercial Unit is complete.</u> "
14.	Possession clause	<b>Clause 17: Handing over of possession of the commercial unit in case of non-leasing arrangement:</b> "The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete

		<p><i>construction of the said Building/said Commercial Unit <b>Within 48 months from the date of execution of this agreement...</b></i></p> <p><i>"...Subject to the provisions of Leasing Arrangement option, the Developer, on completion of construction shall offer in writing to such Buyer to <b>take over the physical possession</b> of his commercial unit for his occupation and use in terms of this Agreement within sixty (60) days of issue of the notice as aforesaid..."</i></p> <p><i>(Emphasis supplied)</i></p>
15.	Due date of possession	<p><b>15.02.2020</b></p> <p><i>[as per possession clause, 48 months from the date of execution of buyer agreement i.e., 15.02.2016]</i></p>
16.	Offer of possession	Not offered
17.	Occupation certificate	06.09.2021

**B. Facts of the complaint**

3. The complainant has submitted as under:

- i. That the respondent had issued allotment letter of unit no. 209, admeasuring 500 sq. ft. in block 4 at Vatika one on one sector 16 Gurugram to Anurudra Mohan Khanna vide their letter dated 03.08.2015.
- ii. That the respondent issued letter for allotment of space in vatika one-on-one in Gurugram to the initial allottee.
- iii. That a builder buyer agreement was signed between the builder and initial allottee on 15 Feb 2016.
- iv. That the above said unit was resold to the complainant vide sale agreement dated 03 April 2018.
- v. That the respondent issued letter regarding change in ownership in unit No. 209, block 4 admeasuring area 500 sq. ft. at vatika one on one, Sector-16 Gurugram in favor of the complainant.

- vi. That the respondent vide their letter dated 30 may 2018 assigned the above unit in the name of complainant.
- vii. That the respondent vide their letter dated 07 June 2018 and 7 august 2018 the respondent made payment of commitment charges to the complainant.
- viii. That the respondent stopped payment of commitment charges from 01 Nov 2018 in violation of their commitment in the buyer/builder agreement where as they have promised to pay assured return till completion of project.
- ix. That the respondent has not completed construction of the allotted unit till date and thus violated their commitment to complete construction within forty-eight months of signing of builder/ buyer agreement.
- x. That the complainant gave legal notice through counsel vide his letter dated 10 Nov 2020 to hand over the allotted unit to the complainant.
- xi. That the complainant then gave a reminder legal notice vide his letter dated 11 Jan 2021 but no reply was received.
- xii. That the complainant visited the site of construction in the month of Oct 2022 but was shocked to see that the project is still not completed and thus the complainant is not left with any alternative except to file this complaint.
- xiii. That the respondent be directed to complete the project at fast speed and hand over the allotted unit to the complainant and till then continue to pay assured commitment charges of the allotted the unit to the complainant after obtaining the occupancy certificate from the competent authorities.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s):
  - a. The respondent to handover the possession of the unit 209 to the complainant after obtaining occupation certificate.
  - b. The respondent be directed to pay the amount of assured returns due and payable by it to the complainant(s).
  - c. To grant any other relief found entitled to the complainant.
5. On the date of hearing, the authority explained to the respondent /promoters 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.**

6. The respondent has contested the complaint on the following grounds:
  - i. That the original allottees approached the Respondent and expressed interest in booking of an apartment in the commercial colony developed by respondent situated in Sector 16, Urban Estate Gurgaon, Haryana. Prior to the booking, the original allottees conducted extensive and independent enquiries with regard to the project, only after being fully satisfied on all aspects, that they took an independent and informed decision, uninfluenced in any manner by the respondent, to book the unit in question.
  - ii. That thereafter the original allottees, vide an application form dated 27.11.2013 applied to the respondent for provisional allotment of the unit. Thereafter, an allotment letter was issued in favour of the original allottees and a unit admeasuring 500 sq. ft. bearing priority no. P83. That the original allottees were made familiar about the terms and conditions of the allotment. Pursuant thereto, unit bearing no.209, 2nd

- Floor, Block-4, admeasuring 500 sq. ft. (tentative area) was allotted vide allocation letter dated 03.08.2015. The original allottees consciously and wilfully opted for assured return down payment plan for remittance of sale consideration for the unit in question and further represented to the respondent that they shall remit the sale consideration on time as per the payment schedule. The respondent had no reason to suspect the bonafide of the original allottees and proceeded to allot the unit in question in their favour. That an allotment letter so issued in favour of the original allottees confirmed the allotment of the said unit along with monthly assured returns.
- iii. That it is submitted that as per the application form executed by the original allottees, time was the essence and were obligated to execute the buyer's agreement at the earliest. That a letter dated 26.11.2015 was sent to the original allottees along with the buyer's agreement for its execution but no heed was given to the said letter. That the respondent after investing much efforts to get the buyer's agreement executed, was constrained to issue a reminder letter dated 19.01.2016 for the execution of the buyer's agreement.
  - iv. Thereafter, a buyer's agreement dated 15.02.2016 was executed between the original allottees and the respondent. It is pertinent to mention that the buyer's agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the parties. The buyer's agreement dated 15.02.2016 is already annexed with the complaint.
  - v. That thereafter an endorsement was also made in the name of the complainant attached with the buyer's agreement. That it is a matter of

fact and record that when the complainant bought the unit, the complainant was well aware of the delay caused in the said project due to the reasons beyond the control of the respondent and has duly accepted the said position without any delay or demur. That the complainant bought the unit with open eyes after having inspected the unit and the entire project.

- vi. That at this stage, it is categorical to highlight that the complainant is trying to mislead this hon'ble court by concealing facts which are detrimental to this complaint at hand. That the buyer's agreement executed between the parties on 15.02.2016 was in the form of an "investment agreement". That the complainant had approached the respondent as investors looking for certain investment opportunities. Therefore, the allotment of the said unit was made for leasing out the said unit as per clause 16 of the agreement which empowers the developer to put a unit of complainant along with the other commercial space unit on lease. That the Complainant has voluntarily chose to get his property leased out along with other commercial units in order to ascertain rental income.
- vii. That in any case whatsoever, the aspect of leasing of the unit and the investment of the complainant cannot be dealt with by this Hon'ble Authority. Regardless, at the utmost bonafide, the Hon'ble Authority is most humbly appraised by the fact that the respondent had been rightly obliging with the payments of committed returns to be made by it. That it is submitted that the respondent vide its allotment letter has acknowledged the receipt of the application form and further it was clearly appraised to the complainant that the respondent shall put on

lease the said premises which clears the air that the complainant is not an allottee but an investor who has booked the said unit in order to earn rental income at the behest of the respondent.

- viii. That it is humbly submitted before the Hon'ble Authority that the respondent was always prompt in making the payment of assured returns as agreed under the agreement. It is not out of place to mention that the respondent herein had been paying the committed return of Rs. 75,825/-for every month to the complainant without any delay since 01.05.2018 till 01.09.2018. It is to note that as on 01.09.2018, the complainant herein had already received an amount of Rs.3,79,125/- as assured return-as-agreed by the respondent as per the aforesaid allotment. However, post September,2018, the respondent could not pay the agreed assured returns due to change in the legal position and the illegality of making the payment of the same.
- ix. That the complainant is praying for the relief of "assured returns" which is beyond the jurisdiction that this Ld. Authority has been dressed with. That from the bare perusal of the RERA 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.
- x. That the non-payment of assured return post September, 2018 as alleged by the Complainant in his complaint is bad in law. It is pertinent to mention herein that the payment of assured return is not maintainable before the Ld. Authority upon enactment of the Banning of Unregulated Deposits Schemes Act, 2019 [BUDS Act]. That any direction for payment of assured return shall be tantamount to

violation of the provisions of the BUDS Act. It is stated that the assured returns or assured rentals under the said Agreement, clearly attracts the definition of "deposit" and falls under the ambit of "Unregulated Deposit Scheme".

7. 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 those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

8. 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**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject-matter jurisdiction**

10. Section 11(4) (a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4) (a) is reproduced as hereunder:

**Section 11(4) (a)**

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance*

*of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.*

**Section 34-Functions of the Authority:**

**34(f)** *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.*

11. 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. Assured return.**

12. The complainant is seeking unpaid assured returns on monthly basis as per the builder buyer agreement at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the agreement. 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 the 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) it was held by the authority that it has no jurisdiction to deal with cases of assured returns. Though in those cases, the issue of assured returns was involved to be paid by the builder to an allottee but at that time, neither the full facts were brought before the authority nor it was argued on behalf of the allottees that on the basis of contractual obligations, the builder is obligated to pay that amount. Thereafter, the authority after detailed hearing and consideration of material facts of the

case in *CR/8001/2022 titled as Gaurav Kaushik & anr. Vs. Vatika Ltd.* rejected the objections raised by the respondent with respect to non-payment of assured return due to coming into the force of BUDS Act, 2019. The authority in the said matter very well deliberated 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. So, it can be said that the agreement for assured returns between the promoter and an allottee arises out of the same relationship and is marked by the original agreement for sale. Therefore, it can be said that the authority has complete jurisdiction with respect to assured return cases as the contractual relationship arises out of the agreement for sale only and between the same contracting parties to agreement for sale. Also, the Act of 2016 has no provision for re-writing of contractual obligations between the parties as held by the Hon'ble Bombay High Court in case *Neelkamal Realtors Suburban Private Limited and Anr. V/s Union of India & Ors.*, (supra) as quoted earlier. So, the respondent/builder can't take a plea that there was no contractual obligation to pay the amount of assured returns to the allottee after the Act of 2016 came into force or that a new agreement is being executed with regard to that fact. When there is an obligation of the promoter against an allottee to pay the amount of assured returns, then he can't wriggle out from that situation by taking a plea of the enforcement of Act of 2016, BUDS Act 2019 or any other law. Section 2(4) of the above-mentioned Act defines the word 'deposit' as an amount of money

received by way of an advance or loan or in any other form, by any deposit taker with a promise to return whether after a specified period or otherwise, either in cash or in kind or in the form of a specified service, with or without any benefit in the form of interest, bonus, profit or in any other form. Further, section 2(4)(I) deals with the exception wherein 2(4)(I)(ii) specifically mention that deposit does not include an advance received in connection with consideration of an immovable property, under an agreement or arrangement subject to the condition that such advance is adjusted against such immovable property as specified in terms of the agreement or arrangement. In the present matter 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 as agreed between the allottee and the builder in terms of buyer's agreement executed inter-se parties. Moreover, the developer is also bound by promissory estoppel. As per this doctrine, the view is that if any person has made a promise and the promisee has acted on such promise and altered his position, then the person/promisor is bound to comply with his or her promise. So, on his failure to fulfil that commitment, the allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint. 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)(I)(ii) 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.

13. The builder is liable to pay that amount as agreed upon 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 original agreement for sale.
14. It is not disputed that the respondent is a real estate developer, and it had not obtained registration under the Act of 2016 for the project in question. However, the project in which the advance has been received by the developer from the allottee is an ongoing project as per section 3(1) of the Act of 2016 and, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainants besides initiating penal proceedings. So, the amount paid by the complainants 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 complainants-allottees in terms of the builder buyer agreement.

**F.II. Delayed possession charges**

15. In the present complaint, the complainant intends to continue with the project and are seeking possession of the subject unit and delay possession charges 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"

16. As per clause 17 of the BBA dated 15.02.2016 the possession was to delivered within 48 months from the date of agreement. Therefore, the due date of possession comes out to be i.e., 15.02.2020.

17. **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. 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"

18. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules 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., 14.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

19. 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 delivered within stipulated time i.e., 15.02.2020.
20. 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?
21. To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottees on account of application form and provisions in the BBA dated 15.02.2016. The assured return in this case is payable as per "BBA" the promoter had agreed to pay to the complainant allottee ₹151.65/- per sq. ft. on monthly basis till completion and ₹130/- per sq. ft. on monthly basis after the completion of the building. 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 as ₹75,825/- per month whereas the delayed possession charges are payable approximately ₹37,975/- per month. By way of assured return, the promoter has assured the allottee that he would be entitled for this specific amount till the said unit is put on lease. Moreover, the interest of the allottees is protected even after the completion of the building as the assured returns are payable till the date of said unit/space is put on lease. 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 allottees 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.

22. 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 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. Accordingly, assured returns, being higher in nature, are allowed.
23. 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 agreement executed between the parties on 15.02.2016. thereafter, the agreement to sell has been executed between the original allottee and the complainant. The assured return is payable to the allottees as per clause 15 & 16.1 of the buyer's agreement dated 15.02.2016. The promoter had agreed to pay to the complainant allottee Rs.151.65/- per sq. ft. on monthly basis from the date of agreement till completion of construction of the building and Rs.130/- per sq. ft. on monthly basis for up to 3 years from the date of completion of the building or the said unit is put on lease, whichever is earlier. The said clause further provides that it is the obligation of the respondent promoter to pay the assured returns. It is matter of record that the amount of assured return was paid by the respondent promoter till September 2018 but later on, the respondent

refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019.

24. The authority is of the view that the construction is complete since the OC/CC is obtained from the concerned authority by the respondent i.e. 06.09.2021. Admittedly, the respondent has paid an amount of assured return till September 2018. Therefore, considering the facts of the present case, the respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.151.65/- per sq. ft. on monthly basis from the date of agreement till completion of construction of the building i.e., till 06.09.2021 and Rs.130/- per sq. ft. on monthly basis for up to 3 years from the date of completion of the building or the said unit is put on lease, whichever is earlier. The respondent has neither put on record any document for lease therefore the respondent is obligated to pay the committed returns for three years from 06.09.2021 i.e., till 06.09.2024.
25. Accordingly, 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 @ 8.85% p.a. till the date of actual realization.

**F.III. Possession**

26. From the bare perusal of the documents the authority observes that since there was a leasing arrangement between the parties therefore, the physical possession was not to be handed over to the complainant rather they are entitled for assured return and thereafter once the unit is put on lease, he shall be entitled for lease rent as agreed in BBA dated 15.02.2016.

**F.IV. Execute CD**

27. With respect to the conveyance deed, clause 9 of the BBA provides that the respondent shall sell the said unit to the allottee by executing and registering the conveyance deed and also do such other acts/deeds as may be necessary for confirming upon the allottee a marketable title to the said unit free from all encumbrances.
28. 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”*

29. The authority observes that OC in respect of the project where the subject unit is situated has been obtained by the respondent promoter. As on date, conveyance deed cannot be executed in respect of the subject unit, however, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. In view of above, the respondent shall execute the conveyance deed of the allotted unit within 3 months from the date of order after final offer of

possession and upon payment of requisite stamp duty by the complainant as per norms of the state government.

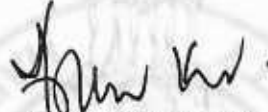
**G. Directions of the authority:**

30. 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):

- a. The respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.151.65/- per sq. ft. on monthly basis from the date of agreement till completion of construction of the building i.e., till 06.09.2021 and Rs.130/- per sq. ft. on monthly basis for up to 3 years from the date of completion of the building or the said unit is put on lease, whichever is earlier. The respondent has neither put on record any document for lease therefore the respondent is obligated to pay the committed returns for three years from 06.09.2021 i.e., till 06.09.2024.
- b. 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 @ 8.85% p.a. till the date of actual realization.
- c. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement.
- d. The respondent is directed to execute the conveyance deed of the allotted unit within 3 months from the date of order after final offer of

possession and upon payment of requisite stamp duty by the complainant as per norms of the state government.

- e. 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.
31. True certified copies of this order be placed on the case file of each matter.
32. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025

**HARERA**  
**GURUGRAM**