

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

Complaint no.	3693 of 2025
Date of filing complaint	06.08.2025
First date of hearing	09.10.2025
Order Pronounced on	12.03.2026

Ms. Priyanka Gupta

Resident of: B-180, Shyam Nagar,
Palwal currently residing at B-1, 1101,
Cleo County Sector- 121, Noida

Complainant

Versus

M/s VS Real Projects Private Limited

Regd. office: B-76, First Floor, Defence
Colony, South Delhi, Delhi- 110024

Corporate office: Plot no. 18, Second
Floor, Sector 44, Gurugram, Haryana

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Sh. Hemant Phogat (Advocate)

Complainant

Sh. Dhruv Rohtagi (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant-allottees 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 thereunder 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, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"AMB Selfie Square", Sector 37-D, Gurugram Manesar Urban Complex, Haryana
2.	Nature of the project	Commercial Complex
3.	Area of the project	3.775 acres
4.	RERA Registered/ not registered	Registered vide registration no. 57 of 2017 dated 17.08.2017 Valid up to 16.08.2022
5.	License no. and validity	14 of 2014 dated 10.06.2014 Valid up to 09.06.2019
6.	Name of Licensee	VS Real Projects Pvt. Ltd.
7.	Unit no.	Unit no. 152, 1 st Floor (MoU at page 19 of complaint and BBA at page 31 of complaint)
8.	Super area of unit	525 sq. ft. (MoU at page 19 of complaint and BBA at page 31 of complaint)
9.	Date of booking	09.02.2015 (As mentioned in clause 2.1 of MoU at page 20 of complaint)
10.	Date of execution of MoU	12.03.2015 (Page 18 of complaint)
11.	Assured return clause as per MoU dated 12.03.2015	<i>"2.1 The Developer, agrees and undertakes to pay to the Allottee an Assured Return of Rs.28,678/- per month w.e.f. 12.03.2015 calculated on amount of Rs.28,67,813/- (50% of BSP + 100% PLC) paid by the Allottee towards the Total Sale Value till 18 months from the date of booking i.e., 09.02.2015, and after realization of the further payment as per the payment plan attached herewith the developer further agrees and undertakes to pay in addition to the above to the allottee a further</i>





		<p><i>sum of Rs.22,444/- per month towards the assured return (both the above payments shall hereinafter referred to as the 'Assured Return') which are subject to tax deduction at source. Payment towards EDC, IDC and taxes etc. are not eligible for the assured return."</i></p> <p><i>"2.4 That the Assured return shall be payable by the Developer to the Allottee till the date of issuance of letter for "offer of possession" of the Premises subject to the allottee has made timely payments as per payment plan annexed herewith....."</i></p> <p>(MoU at page 20 of complaint)</p>
12.	Date of execution of builder buyer agreement (BBA)	20.09.2016 (Page 29 of complaint)
13.	Possession clause as per BBA	16. POSSESSION OF THE UNIT <i>"16.1 The company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Unit within thirty-six (36) months computed from the date of execution of Buyer's Agreement, excluding additional grace period of twelve (12) months, subject to force majeure circumstances and reasons beyond the control of the Company ("Commitment Period")..."</i> (Page 43 of complaint)
14.	Due date of possession	20.09.2020 (Calculated to be 36 months from the date of execution of BBA plus grace period of 12 months, being unqualified and unconditional)
15.	Letter sent by respondent to complainant to get the BBA registered	17.02.2022 (Page 80 of reply)
16.	Total sale consideration (including BSP + PLC + EDC + IDC)	Rs.56,44,013/- (MoU at page 19 of complaint and clause 4.1 of BBA at page 36 of complaint)
17.	Amount paid by the complainant	Rs.56,44,013/- (As submitted by respondent in para no. 15 at page no. 5 of reply)
18.	Occupation certificate	Not received
19.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -
- a) That, after going through the advertisement on internet, by respondent and as per the brochure /prospectus provided by complainant booked a Unit bearing No. 152 on First Floor, having its Super Area 525 Sq. ft. in the upcoming project of the respondent named "AMB SELFIE SQUARE" Commercial complex situated at: Sector-37D, Gurugram for a total Sale Price (BSP+EDC+IDC+PLC) of Rs. 56,44,013/- and for the basic sale price of Rs. 49,87,500/- and the complainant had paid a total sum of Rs. 56,34,754/-. Thereafter, on 05.01.2018, the complainant made further two payments in favour of the respondent of Rs. 17,00,000/- and Rs. 13,71,500/- through cheque bearing no(s). 000111 and 000043 dated 05.01.2018, drawn on Kotak Mahindra Bank, Gurugram, respectively. The respondent issued the payment receipt for both payments on 31.01.2018.
 - b) That the respondent is in right to exclusively develop, construct and build commercial building, transfer or alienate the unit's floor space and to carry out sale deed, agreement to sell, conveyance deeds, letters of allotments etc.
 - c) That further an MOU dated 12.03.2015 and builder buyer agreement dated 20.09.2016 were executed between the complainant and the respondent.
 - d) That as per the clause 2.1 of the MOU dated 12.03.2015 the respondent was under legal obligation to pay an assured returns of Rs. 28,678/- per month w.e.f. 12.03.2015 till 18 months from the date of booking i.e. 09.02.2015 and after the realization of the further payment as per the payment plan, the developer further agreed and undertook to pay in



addition to the above assured return amount a further sum of Rs. 22,444/- per months towards the monthly assured returns till the offer of possession letter in respect of the unit.

- e) That the complainant has paid all her instalments well in time as per the agreed terms of the MOU dated 12.03.2015 and builder buyers agreement dated 20.09.2016 and there was no delay on the part of the complainant in making the instalments towards her unit booked with the respondent.
- f) That the respondent has stopped paying the monthly assured returns from December, 2019 and paid the last instalment towards the monthly assured return of Rs. 46,010/-, after deduction of TDS in November, 2019.
- g) That the complainant has paid all her due payments towards the unit in a timely manner as and when demanded by the respondent and no dues are pending in respect of the unit but despite of paying 95% of the total sale consideration, by 2016, the respondent has failed to honour his own commitment and has stopped paying the monthly assured returns to the complainant.
- h) That, from the said proviso of RERA, 2016, it is clearly evident that the builder was /is under legal obligation to pay the Assured Return to the Complainants in terms of the MOU dated 12.03.2015.
- i) The complainant has taken all possible requests and gestures to persuade the respondent, whereby requesting it to pay the monthly Assured Return, through e-mails and by personally visiting their office but the respondent miserably failed in paying the assured returns and completely ignored the request and genuine demands of the complainant.

- j) That, the complainant has invested all her lifetime savings with the respondent with a hope that she will get returns on her investment but the respondent has cheated and has further done criminal breach of trust with the complainant by not paying the assured returns and due to which the complainant is left with no funds to meet her livelihood expenses and has left the complainant in a dark, helpless and dark situation.
- k) The cause of action arose in favour of the complainant and against the respondent, when complainant had booked the said Unit and it further arose when respondent failed/neglected to pay the Assured Returns. The cause of action is continuing and is still subsisting on day-to-day basis.

D. Relief sought by the complainants:

4. The complainants have sought following relief(s):

- I. To direct the respondent to pay the Assured Return as per the terms and conditions of the MOU dated 12/03/2015 with interest as per the provisions of RERA Act, 2016.
5. 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.

E. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds: -

- a) That the present complaint is not maintainable in law or on facts. The complainant has filed the present complaint seeking assured returns and compensation. It is respectfully submitted that complaints pertaining to the relief of compensation etc. are to be decided by the Adjudicating Officer under Section 71 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act" for short) read with Rule 29 of the Haryana Real Estate (Regulation and



Development) Rules, 2017, (hereinafter referred to as "the Rules") and not by this Honourable Authority. The Honourable Authority does not have the jurisdiction to grant the relief sought by the Complainant. The present complaint is liable to be dismissed on this ground alone.

- b) That the complainant does not have the locus standi or cause of action to file the present complaint and is barred by limitation.
- c) That the complaint is bad for non-joinder and mis-joinder on necessary and un-necessary party. It is submitted that the transaction between the parties is governed by the BBA dated 20.09.2016, executed between the complainant and the respondent.
- d) That the complaint is barred by the principal of res-judicata, estoppel, waiver, acquiesce and hence the present suit is not maintainable thus liable to be dismissed.
- e) That the complainant is not an "aggrieved party" or "allottee" as defined under the Act. The complainant is an investor who had purchased the unit in question as a speculative investment.
- f) That the present complaint seeking the relief of Assured Returns is not maintainable. It is pertinent to mention herein that the respondent cannot pay the "Assured Returns" to the complainant by any stretch of imagination in the view of prevailing laws. That on 21.02.2019 the Central Government passed an ordinance "Banning of Unregulated Deposits, 2019", to stop the menace of unregulated deposits, the "Assured Returns Scheme" given to the complainant fell under the scope of this Ordinance and the payment of such returns became wholly illegal. That later, an act by the name "The Banning of Unregulated Deposits Schemes Act, 2019" (hereinafter referred to as "the BUDS Act") notified on 31.07.2019 and came into force. It is provided in section 8 of



the act that there will be establishment of designated court to handle cases related to these scheme like assured return. That under the said Act all the unregulated deposit schemes such as "Assured Returns" have been banned and made punishable with strict penal provisions. That being a law-abiding company, by no stretch of imagination the respondent can continue to make the payments of the said Assured Returns in violation of the BUDS Act.

- g) That the present Complaint has been filed to claim the relief of Assured Returns, basis an MOU dated 12.03.2015, which is an independent investment agreement and not a Buyer's Agreement or an Allotment Agreement. The said MOU dated 12.03.2015, filed by the complainant, is not a Buyer's Agreement, which is an independent document executed between the parties. The present complaint, seeking performance of the commercial obligations between the parties, arising out of an investment Agreement/ MOU dated 12.03.2015 is not maintainable before this forum, nor does this Authority, under the RERA Act, is empowered or vested with the jurisdiction to grant any reliefs of the nature as sought by the complainant. The present dispute, as projected is a commercial transaction/ commercial dispute, for which the remedy lies elsewhere and not under RERA. The present complaint is liable to be dismissed with costs.
- h) That the complainant are, even otherwise not entitled to any assured returns in the present case. A perusal of the MOU dated 12.03.2015, clearly mentions that the Assured Return is payable from the date of receipt of full and final payment after the issuance of the letter of offer of possession till the execution of the first lease or 36 months from the letter of offer of possession, whichever is earlier.



- i) In the present case, the complainant has paid only a sum of Rs. 56,44,013/- out of total sale consideration of Rs. 56,44,013, which is the tentative Sale Consideration, without final measurements/-. The respondent has paid all the due and payable assured returns to the complainant and the balance, which may be payable, would be adjusted from the Offer of Possession dues.
- j) It is submitted that the issue pertaining to the relief of assured return has already been deferred by the Hon'ble Appellate tribunal, while considering an Appeal bearing No. 647 of 2021, titled as Vatika Limited Vs Vinod Agarwal, as the jurisdiction of the Hon'ble Tribunal in the matters pertaining to Assured Returns is under challenge before the Hon'ble High Court of Punjab and Haryana. Further, the UP-REAT while adjudicating an appeal titled Meena Gupta Vs One Place Infrastructures Pvt. Ltd. (Appeal No. 211 of 2022), has held that the issue of Assured Returns does not fall within the ambit of the Act of 2016 and dismissed the appeal filed by the Allottee. It is relevant to note that very recently, this Hon'ble Authority in the Complaint Case No. 729 of 2023, titled Divya Grover Vs Vatika Limited, vide its Judgment dated 05.07.2024, has dismissed the complaint seeking assured returns as not maintainable.
- k) That the complainant approached the respondent and evinced an interest to purchase a unit in the commercial colony being developed under the name and style of "AMB Selfie Square" situated in Sector 37D, Gurugram. Only after being fully satisfied with regard to all aspects of the project, including but not limited to the capacity/capability of the respondent to undertake conceptualization, promotion, development and construction of the same, the complainant took an independent and informed decision to purchase a unit in the said project.

- l) That the complainant duly accepted the terms and conditions forming part of the application form and undertook, inter alia, to execute the buyer's agreement in the standard format of the respondent. Thereafter, unit bearing no. 152, First Floor tentatively admeasuring 525 square feet (super area) located in the First floor of the said project (hereinafter referred to as "said unit") was allotted in favour of the complainant, much prior to the enactment of the RERA Act.
- m) That thereafter, Unit Buyer Agreement having analogous terms and conditions were executed between the parties for the Unit. It is pertinent to mention that the complainant was aware of terms and conditions under the aforesaid Agreement and after being satisfied with each and every term, the complainant agreed to sign on the same, willingly, voluntarily with freewill and full consent. It is pertinent to mention here that as per clause 16 of the Buyer's Agreement, the respondent company proposed to handover the possession of the unit within 36 months from the date of execution of Buyer's Agreement, with a further grace period of 12 months. However, the said period of handover was subject to force majeure conditions.
- n) That the booking was done in 2020. The world at large has witnessed COVID-19 pandemic and the Government of India imposed a lockdown on all commercial activities in the light of the ongoing pandemic situation from 22nd March 2020. Due to uncertainty and fearing sickness and the epidemic, most of the construction workers left for their home towns. Although the contractors received the permission to commence work on site during the Month of May, the non-availability of manpower impacted the productivity very severely. The above has resulted in delays in construction of the project, for reasons that



essentially lie beyond the control of Respondent. Further, to increase the misery of the OP, the Laborers started migration towards their hometown. Post lockdown, the labourers did not returned full-fledged. Surge of Covid Second wave and apprehension of Covid third wave also delayed the return of labourers to work sites and hence, delays were caused.

- o) It is noteworthy that the respondent was also gravely affected by the various construction bans and lockdowns imposed by the Union and State authorities due to the effects of Covid-19 upon real estate. It may be noted, that the committed date of possession fell at the time of Covid-19, when the entire nation was under lockdown and considering the same, the Ministry of Finance (MOF), vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as force-majeure circumstance and had allowed the parties to the contract with an extension of 6 (six) months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as force majeure for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 (six) months due to outbreak of covid 19.
- p) That in addition to the above hinderances, it is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc. to mitigate the adverse effects of the pollution. Due to such ban on construction, the Promoter was constrained to halt the development



work in compliance of various order which effected the timely completion of the project. The said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

- q) That owing to the impact of COVID-19, the respondent issued email dated 20.05.2020, apprising the complainant about the construction challenges being faced.
- r) That the respondent vide letter dated 17.02.2022, even called upon the complainant to get its Buyer's Agreement, registered in terms of RERA Act. However, the complainant did not accede to the request. It is submitted that the complainant cannot seek enforcement of its rights, from an unregistered Agreement.
- s) That the respondent has rightly made good on all of its contractual obligations. That despite being adversely affected by the various construction bans by the NGT, the grave impact of the pandemic, shortage of labour and non-availability of material, the respondent has shown par excellence in ensuring to speed up the construction of the project.
- t) That the construction of the project in question is in advance stages and the respondent shall soon apply for the grant of the Occupation Certificate. The present complaint seeking payment of assured returns is pre-mature and liable to be dismissed.
- u) That at this juncture, it is pertinent to note that the payment of assured returns was subject to complainant making the full payment and from the date of issuance of the Letter of Offer of Possession, which stage has not yet been achieved, nor the complainant have made the full payment.
7. All other averments made by the complainant were denied in toto.

8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

F. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F.I Territorial jurisdiction

10. 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 purpose 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 complete territorial jurisdiction to deal with the present complaint.

F.II Subject matter jurisdiction

11. 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) 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.



12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation, which is to be decided by the Adjudicating Officer, if pursued by the complainant at a later stage.

G. Findings on the objections raised by the respondent.

G.I Objection regarding maintainability of complaint on account of complainants being the investors.

13. The respondent took a stand that the complainant is an investor and not the consumer and therefore, he is not entitled to protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainant is a buyer and had paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term "allottee" under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

14. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between the parties, it is crystal clear that the complainant is an allottee as the subject

unit was allotted to him by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under Section 2 of the Act, there will be a "promoter" and an "allottee" and there cannot be a party having a status of an "investor". Thus, the contention of the promoter that the allottee being the investor is not entitled to protection of this Act stands rejected.

G.II Objection regarding force majeure.

15. The respondent promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by NGT, lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 02.08.2021, subject to unqualified grace period of 12 months.
16. The Authority notes that an unqualified grace period of 12 months had already been granted to the respondent promoter under the terms of the buyer's agreement (BBA) and it is nothing but obvious that the project of the respondent is already delayed. Further, COVID-19 pandemic cannot be used as a blanket excuse for non-performance or delay by promoter, particularly when the promoter didn't mitigate delays and has acted negligently. Moreover, the respondent promoter has already been given grace period in terms of the BBA, hence, additional leniency on account of COVID-19 cannot be granted. The Authority is weighing responsibility and intent, not just the existence of the pandemic. In view of the same, no further grace period can be allowed on account of the COVID-19 pandemic.

H. Findings on the relief sought by the complainants.



H.I To direct the respondent to pay the Assured Return as per the terms and conditions of the MOU dated 12/03/2015 with interest as per the provisions of RERA Act, 2016.

17. The complainant is seeking Assured Returns as per the terms and conditions of the MOU executed inter se parties on 12.03.2015. It is pleaded that the respondent has not complied with the terms and conditions of the said MOU. It is pleaded on behalf of the complainant that the respondent has not complied with the terms and condition of the said MoU. Though the amount of assured return was paid but later on the respondent has stop the arrears of assured return. The authority in CR/8001/2022 titled as "Gaurav Kaushik and Anr. Vs. Vatika Ltd." wherein the authority has 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.
18. 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.
19. Further, the MOU/agreement defines the builder buyer relationship. So, it can be said that the MOU/agreement for assured returns between the promoter and allottee arises out of the same relationship. 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-allottee in terms of the MOU dated 12.03.2015.

20. It is pertinent to mention here that clause 2.1 read with clause 2.4 of the MOU dated 12.03.2015 provides for assured return and the same is reproduced as under for ready reference:

*"2.1 The Developer, agrees and undertakes to pay to the Allottee an Assured Return of **Rs.28,678/- per month w.e.f. 12.03.2015** calculated on amount of Rs.28,67,813/- (50% of BSP + 100% PLC) paid by the Allottee towards the Total Sale Value **till 18 months from the date of booking i.e., 09.02.2015, and after realization of the further payment as per the payment plan attached herewith the developer further agrees and undertakes to pay in addition to the above to the allottee a further sum of Rs.22,444/- per month** towards the assured return (both the above payments shall hereinafter referred to as the 'Assured Return') which are subject to tax deduction at source. Payment towards EDC, IDC and taxes etc. are not eligible for the assured return."*

*"2.4 That the Assured return **shall be payable** by the Developer to the Allottee **till the date of issuance of letter for "offer of possession"** of the Premises subject to the allottee has made timely payments as per payment plan annexed herewith.."*

(Emphasis supplied)

21. It is pertinent to note that the counsel for the respondent during the course of proceedings dated 12.03.2026 submitted that the builder buyer agreement was executed between the parties on 20.09.2016 post execution of MOU dated 12.03.2015 and there is no clause pertaining to payment of assured return in the said builder buyer agreement. Further, as per clause 36 of the builder buyer agreement, all the agreements including the MOU



stand superseded by the execution of builder buyer agreement between the parties. On the other hand, the counsel for the complainant submitted that the respondent had paid the assured returns even after the execution of builder buyer agreement between the parties for a period of four years i.e., till 2019 in terms of clause 4.13 of the MOU executed between the parties on 12.03.2015 and hence, assured returns are payable by the respondent to the complainant-allottee.

22. On consideration of the documents available on the record and submissions made by the parties, the complainant has sought Assured Returns as per the terms and conditions of the MOU executed inter se parties. As per clause 2.1 of the MOU dated 12.03.2015 assured returns are payable by the respondent to the complainant @ ₹28,678/- per month from 12.03.2015 till 18 months i.e., till 12.09.2016 and thereafter, @ ₹51,122/- per month from 13.09.2016 till the date of issue of notice of possession of the unit. The said clause further provides that it is the obligation of the respondent promoter to pay the assured returns.
23. Admittedly, the respondent has neither obtained occupation certificate nor has offered the possession of the subject unit to the complainant-allottee. Therefore, considering the facts of the present case, the respondent builder is directed to pay the assured return amounting to ₹28,678/- per month from 12.03.2015 till 18 months i.e., till 12.09.2016 and thereafter, @ ₹51,122/- per month from 13.09.2016 till the date of issue of notice of possession of the unit after obtaining occupation certificate from the competent authority in terms of clause 2.1 read with clause 2.4 of the MOU dated 12.03.2015.
24. 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 @ 8.80% p.a. till the date of actual realization. However, it is important to note that the amount of assured returns paid by the respondent to the complainant-allottees shall be adjusted/deducted from the payable amount.

I. Directions of the Authority

25. 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 builder is directed to pay the assured return amounting to ₹28,678/- per month from 12.03.2015 till 18 months i.e., till 12.09.2016 and thereafter, @ ₹51,122/- per month from 13.09.2016 till the date of issue of offer of possession of the unit after obtaining occupation certificate from the competent authority in terms of clause 2.1 read with clause 2.4 of the MOU dated 12.03.2015. However, it is important to note that the amount of assured returns paid by the respondent to the complainant-allottees shall be adjusted/deducted from the payable amount.
- 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. The respondent shall not charge anything from the complainant which is not the part of the builder buyer agreement as well as MOU executed between the parties.

26. The complaint stands disposed of.

27. File be consigned to registry.


(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.03.2026



HARERA
GURUGRAM