

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

Complaint filed on : 20.01.2026
Order pronounced on: 20.08.2026

1. Padmavathi Sampath

2. Rejesh Babu

R/o: H.No.33, SS Sabburayan Nagar, Koothapakkam,
Tirupadirpullyur, Cuddalore, Tamil Nadu-607002.

Complainants

Versus

M/s AMB Infraventures Pvt. Limited

Office at: Plot No. 15, 2nd Floor, Sector-44, Gurgaon,
Haryana- 122002

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Sunder (Advocate)

Shri Dhruv Rohatgi (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainants/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 there under or to the allottee as per the agreement for sale executed *inter-se* them.

A. Unit and Project-related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, the date of proposed handing over of



the possession, and the delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of project	"AMB Selfie Street"
2.	Nature of project	Commercial Shop
3.	Location	Village-Mewka, Sector-92, Gurugram.
4.	RERA Registered	Registered vide registration no. 80 of 2017 dated-23.08.2017.
5.	DTCP License	License no. 10 of 2015 dated 18.09.2015
6.	RERA Registration	80 of 2017 dated 23.08.2017
7.	Allotment letter dated	07.12.2019 (Page 37 of reply)
8.	Buyer's Agreement	10.01.2020 (As on page no. 53 of complaint)
9.	Unit no.	S-121, 2 nd Floor (As on page no. 100 of complaint)
10.	Shop area	361 sq. ft. [Carpet Area] (As on page no. 100 of complaint)
11.	Possession clause	16. Possession of the unit 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 circumstance and reasons beyond the control of the Company ("Commitment Period"). In case of failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, or any failure on the part of the Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be

		<i>binding upon the Company with respect to the handing over of the possession of the Unit, regardless of the fact that the Company has accepted interest on delayed payments.</i> (As on page no. 65 of complaint)
12.	Due date of possession	10.01.2024 [Calculated 36 months from the date of execution of the agreement + 12 months grace period]
13.	Payment Plan	Construction Linked [Page 86 of complaint]
14.	Sale consideration	Rs.37,08,950/- (As on page no. 86 of complaint)
15.	Amount paid	Rs.38,25,517/- (As per page 100 of complaint)
16.	Occupation certificate	07.05.2024 (As on page no. 85 of reply)
17.	Offer of possession	07.05.2024 (As on page no. 88 of reply)
18.	Assured Return paid by the respondent till May 2024	Rs.13,02,903/- (Page 90 of reply)
19.	Conveyance deed	12.03.2025 (Page 100 of complaint)
20.	Legal Notice sent by complainant for payment of Assured Return	15.07.2025 (Page 108 of complaint)

B. Facts of the complaint:

3. The complainants have made following submissions:

- That the present complaint has been preferred by Complainants before this Hon'ble Authority u/s 31 of the Real Estate (Regulation and Development Act), 2016 r/w Rule 28 of the Haryana Real Estate (Development and Regulations) Rules, 2017 for directing the



- respondent to release the Assured return of Rs.12,19,586/- along with interest at the rate of 12% per annum to the complainants pay recalculated assured returns for the period from May 2024 to till 17th January, 2025 along with interest at the rate of 12% till the realization of said amount and to per annum to the complainants till the realization of said amount and also to direct the respondent to pay assured returns for the period from 17th January, 2025 (offer of possession through conveyance) to till date along with interest at the rate of 12% per annum to the complainants till the realization of said amount as per the MOU dated 07.12.2019.
- b. The respondent has offered an "Assured Return Scheme" to the complainants by stating that the respondent has proposed to develop and construct commercial colony known as "AMB SELFIE STREET" on a land on land bearing rect.no.6 killa nos.16(7-11), 25(8-0) measuring 15 Kanals 11 Marlas and Rect no. 13 Kill No.5/2(4-16), 6/ 1(4-16) and 15/3(0-5) measuring 9 Kanals 17 Marlas total measuring 25 Kanals,8 Marlas situated at revenue estate of Mewka, Tehsil and District Gurgaon approximately 3.175 Acres located in Sector 92, Gurgaon.
- c. As per the "Assured Return Scheme", the respondent promised that the complainants will receive assured monthly returns upon making investment in the said scheme. Accordingly, complainants have expressed their consent to invest in the said scheme for purchasing unit S-121 under assured return scheme and thus complainant paid advance and also entered into MOU with the respondent on 07.12.2019.
- d. The complainants have jointly/together booked one unit on 18.10.2019 by paying Rs.1,96,000/- as an advance. It was agreed that under the Assured Return Scheme, complainants have to pay total



sum of Rs.35,000,00/- for the said unit towards the allotment of 350 sq. ft. of space bear unit S-121 on the second floor of the shop/retail respondent's commercial project "AMB Selfie Street".

- e. The complainants have paid full amount towards the property in the year 2022 itself and no outstanding is due and the same can be seen as per the ledger shared to complainants as on 05.04.2022. That Rs. 20,64,475 was paid Respondent vide attached receipts bearing No. 2173-2176 in November, 2019 and Rs. 17,34,159 were adjusted for Unit S 19.12.2019 with 121 from surrender of unit s-128 of the same project of the respondent.
- f. Consequently, buyer's agreement was executed between the complainants and the respondent on 10.01.2020 towards unit s-121. The respondent failed to pay any assured returns to the complainants as stipulated in the MOU dated 07.12.2019. Although the respondent acknowledged a due amount of Rs. 12,19,589/- towards assured return calculated up to 07.05.2024- The MoU mandates payments until issuance of the offer of possession via conveyance deed registration on 17.01.2025. Even this acknowledged amount remains unpaid to the complainants to date.
- g. The respondent executed sale deed in favour of complainants on 28.03.2025 vide conveyance deed Reg. No. 17350. However, till date, respondent failed to pay the assured return to the complainants.
- h. As per article 2.5 of the above said MOU, the respondent company agreed to pay assured return on a monthly basis till issuance of offer of possession by way of offering to register conveyance, which is on 17.01.2025. Accordingly, the respondent must pay this assured return till the execution of first lease or 24 months from the letter of offer of possession whichever is earlier. While being so, the



respondent did not pay assured return to the complainants even for a month.

- i. The respondent violated the condition of the article 2.5 of the MoU by stating that the respondent will pay the assured return to the complainants till the execution of first lease or 24 months from the letter of possession whichever is earlier, at quarterly intervals on or before 7th day of the month succeeding the quarter.
- j. The complainants have made full payment for the said property way back in the year 2022, i.e., three years before the offer of possession. However, the respondent company has failed to pay assured returns till date. The respondent company also did not take effective step to lease out the said property/shop premise and as a result, complainants are losing the possible rental income due to lack of effort on the part of the respondent. Therefore, the respondent is liable to pay assured return to the complainants as per the conditions prescribed in Article 3.7 of the MoU.
- k. The complainants have made several representations seeking the assured returns. The complainants have been following up since 01.04.2025 to 05.05.2025 vide email. However, the respondent company did not take any steps to release the assured returns. As a result of this, the complainants have suffered undue hardship all these days by losing the time value of money and losing mental peace by losing time towards following up with respondent company's executives over the email and telephonic calls. The 2nd complainant's email dated 01.04.2025 to 05.05.2025 to the respondent requesting to release the assured return.
- l. The complainants through their advocate sent a legal notice dated 15.07.2025 & 15.08.2025 to the respondent both vide registered post



as well as through email requesting to provide assured return as per the MOU. However, till date, the respondent did not come forward to pay assured return.

- m. The respondent company was keen and concerned only at the time of acquiring investment from the complainants by making big promises about the assured returns. However, when it comes to offering service, the respondent company becomes. Because of such deficient service & unfair trade practice on the part of the respondent company, Complainants have undergone lot of mental agony and financial hardship since they invested money in the above said property using borrowed money and are paying interest on it even today.
- n. The complainants have no other efficacious remedy except to approach this hon'ble authority to seek promised assured return with interest and penalties. Hence this complaint.

C. Relief sought by the complainant:

4. The complainants have sought the following relief(s):
- To direct the respondent to pay assured return amount of Rs. 12,19,586/- along with interest at the rate of 12% per annum to the complainants till the realization of said amount as per the MOU dated 07.12.2019.
 - To direct the respondent to pay recalculated assured returns for the period from May 2024 to 17.01.2025 as per the MOU dated 07.12.2019 along with interest at the rate of 12% per annum to the complainants till the realization of said amount.
 - To direct the respondent to pay assured returns for the period from February 2025 to till date as per the MOU dated 07.12.2019 along



with interest at the rate of 12% per annum to the complainants till the realization of said amount.

d. To direct the respondent to pay litigation cost of Rs.1,00,000/- towards this complaint.

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) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has made following submissions:

a. The present complaint is not maintainable before this Hon'ble Authority. The complainants are estopped by their own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. complainants have been enjoying the benefits of the said unit without any demur/protest. That the possession was offered to the complainants on 07.05.2024 and they have taken over the constructive possession and even got the conveyance deed of the unit executed in their favour on 28.03.2025. The lack of bonafide of the complainants is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, they chose to remain silent for such a long period and have approached this authority to extort money. Hence, it is clear from the lack of any documentary proof, whereby the complainants may have raised any such claim subsequently. Thus, it is abundantly clear that the execution of conveyance deed was without any undue influence and coercion. The present complaint is an afterthought with malafide intent to enrich themselves. Mere allegation of coercion does not suffice. There is nothing on record to suggest that there was any coercion or undue influence at the time of handing over of the



possession, as has been alleged. The said allegation is nothing but an afterthought. It is a settled law that a party alleging fraud/ undue influence or coercion must prove the same.

- b. The complainants, upon the handover of constructive possession and execution of the conveyance deed, have accorded their satisfaction to the services provided by the developer and voluntarily discharged the developer of all its liabilities under the buyer's agreement dated 10.01.2020. Thus, the respondent is discharged of all liabilities, including the claim of delay possession charges, which are being claimed by way of present complaint. Thus, the complainants cannot now be allowed to retract from their affirmations and claim any amounts, more so, when they have acknowledged their complete satisfaction.
- c. The present complaint seeking the relief of assured returns/ minimum lease commitment is not maintainable. 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 this 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.
- d. The present complaint has been filed to claim the relief of assured returns, basis an mou dated 07.12.2019, which is an independent investment agreement and not a buyer's agreement or an allotment agreement. The said MOU dated 07.12.2019, 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 07.12.2019 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.
- e. The complainant approached the answering respondent and evinced an interest to purchase a unit in the commercial colony being developed under the name and style of "AMB Selfie Street" situated in Sector 92, Gurugram (hereinafter referred to as "said project"). 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.
- f. 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. S-121, 2nd Floor tentatively admeasuring 350 square feet (super area) located in the 2nd floor of the said project (hereinafter referred to as "said unit") was allotted in favour of the complainant.
- g. That along with the application form, the complainant issued a leasing consent letter dated 18.10.2019, whereby they consented to unconditionally and irrevocably grant exclusive leasing rights of the unit to the respondent. Thereafter, the respondent issued an allotment letter dated 07.12.2019, to the complainant, confirming their allotment of unit bearing No. S-121, 2nd Floor, in the project in question, on the terms and conditions contained therein.
- h. Thereafter, unit buyer agreement having analogous terms and conditions were executed between the respondent and the complainant for the unit. 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.
- i. 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.
- j. The unit buyer's agreement was executed on 10.01.2020, right before the onset of global pandemic of COVID-19. 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.

- k. 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 timely completion of the construction activities. That after having timely completed the construction of the unit, the application for occupation certificate was made and the occupation certificate was obtained on 07.05.2024.
- l. That possession of the unit was offered to the complainant by offer of possession letter dated 07.05.2024. The complainant was called upon to clear the outstanding dues, which were paid and/ or were adjusted from the pending assured returns. It also needs to be highlighted that the complainants, after conclusion of the entire transaction of outgoings and incomings, have even got the conveyance deed of the unit executed in their favour on 28.03.2025. That upon the execution of the conveyance deed, nothing further remains to be done and the respondent is now absolved from all/ any liabilities, except as per the RERA Act and rules.



m. The complainants simultaneously also executed the maintenance agreement, thereby agreeing to pay the maintenance charges from the date of offer of possession, in terms of clause 5.1. It is obvious from the entire sequence of events that no illegality can be attributed to the respondent. The respondent has duly fulfilled its obligations under RERA as well as in terms of the agreement between the parties. Thus, the allegations levelled by the complainants qua the respondent are totally baseless and do not merit any consideration by this Hon'ble Authority. The present complaint is nothing but an abuse of the process of law.

E. Findings on the objections raised by the respondent:

E.I Objections regarding maintainability of complaint.

7. The respondent has raised an objection that the present complaint is not maintainable as the conveyance deed qua the unit has already been executed and after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent. The Authority has heard the counsel for the complainants as well as the counsel for the respondent at length and has carefully gone through the complaint, reply filed by the respondent, documents placed on record and the submissions advanced by the respective parties.
8. The complainants have essentially sought enforcement of their claim towards assured return and consequential monetary reliefs. The complaint records that the complainants had booked unit bearing no. S-121, situated on the second floor of the commercial project "AMB Selfie Street", Sector-92, Gurugram. The allotment letter was issued on 07.12.2019 and the buyer's agreement was executed between the parties on 10.01.2020.
9. As per the complainants, they had entered an arrangement with the respondent under the assured return scheme and had executed an MOU



dated 07.12.2019. The complainants have alleged that, under the said arrangement, the respondent was required to make payment of assured return and that an amount of Rs.12,19,586/- remained payable. The complainants have further claimed recalculation of assured return for the period from May, 2024 to 17.01.2025 and thereafter assured return from February, 2025 till the date of filing/realization, along with interest thereon.

10. The complainants have also pleaded that, according to the MOU dated 07.12.2019, the assured return was to be paid till issuance of offer of possession by way of offering to register the conveyance deed and that the respondent was liable to continue payment until execution of the first lease or for 24 months from the letter of offer of possession, whichever was earlier. On this basis, the complainants have disputed cessation of the assured return and have sought further payment beyond May, 2024.
11. Per contra, the respondent has specifically raised an objection to the maintainability of the present complaint. The respondent has contended that the complainants have essentially sought assured return and that the relief sought by them is not maintainable before this Authority. It has further been submitted that the complainants had already been offered possession of the unit and that the conveyance deed had subsequently been executed in their favour.
12. The respondent has further submitted that, as per the arrangement between the parties, its obligation towards payment of assured return was to subsist only up to the date of obtaining the occupation certificate. According to the respondent, the occupation certificate in respect of the project was obtained on 07.05.2024 and, accordingly, assured return amounting to Rs.13,02,903/- was paid to the complainants up to May, 2024. The respondent has thus asserted that its obligation in respect of



assured return stood duly discharged in terms of the agreed arrangement. The record also reflects the occupation certificate dated 07.05.2024 and the assured return amount of Rs.13,02,903/- stated to have been paid by the respondent up to May, 2024.

13. It is further the specific case of the respondent that possession of the unit had already been offered to the complainants vide offer of possession dated 07.05.2024. The respondent has also relied upon the subsequent execution of the conveyance deed in favour of the complainants as demonstrating that the transaction in respect of the unit had proceeded to completion. The record placed before the Authority reflects the offer of possession dated 07.05.2024 and the conveyance deed dated 12.03.2025.
14. The Authority has considered the submissions in the light of the material available on record. At the outset, it is pertinent to notice that the complainants have themselves sought reliefs relating to assured return. The particulars of the unit and the contractual framework between the parties are not in dispute for the purposes of determination of the present complaint.
15. The Authority now proceeds to examine the claim relating to assured return. The respondent's categorical stand is that its contractual obligation towards assured return extended up to the date of obtaining the occupation certificate and that the occupation certificate was obtained on 07.05.2024. It was further submitted that a sum of Rs.13,02,903/- had already been paid towards assured return up to May, 2024. Thus, according to the respondent, there remained no subsisting obligation towards assured return beyond the date of obtaining the occupation certificate.
16. The Authority has considered the aforesaid claim in the context of the subsequent events which have taken place between the parties. The occupation certificate was obtained on 07.05.2024, possession was offered



on the same date, and the conveyance deed was subsequently executed. Consequently, the respondent's obligation regarding assured return stood fulfilled up to May, 2024, i.e. till the date of obtaining the occupation certificate. From the documents placed on record it is evident that Rs.13,02,903/- was paid towards assured return till May, 2024.

17. Further upon perusal of clause "P" of the conveyance deed dated 12.03.2025, the complainants have waived all rights qua the unit. The clause P of the conveyance deed is reproduced below for ready reference:

*The Vendee(s) confirms that, after the execution of the Conveyance Deed, the Vendee(s) shall not raise any issue/ dispute/ claim with respect to any aspect of his/her/its investment in the Said Unit, Said Complex, Said Land including but not limited to the location, carpet area, super area, quality of construction, specifications, any sanctions relatable to Said Complex and quantum of, sale consideration and maintenance charges, etc. against the Vendor at any time in future. **The Vendee(s) further confirms that upon execution of this Conveyance Deed, the Vendor shall be discharged, absolved and relieved from all its/their previous financial/ other obligations towards the Vendee(s).***

18. Hence, according to the above-mentioned clause the complainants have already relinquished their rights qua the unit in from all their previous financial/ other obligations towards respondent. With respect to entitlement of assured return after the execution of conveyance deed, the authority is of the view that the taking over the possession and thereafter execution of the conveyance deed can best be termed as respondent having discharged its liabilities as per the builder buyer's agreement.
19. In the facts and circumstances of the present case, the Authority finds no surviving relief which can be granted to the complainants in respect of the reliefs as projected in the present complaint.
20. Accordingly, the objection regarding maintainability is liable to be upheld in the facts and circumstances of the present case. The present complaint, in its existing form and for the reliefs claimed therein, does not warrant any further adjudication or grant of relief by this Authority.



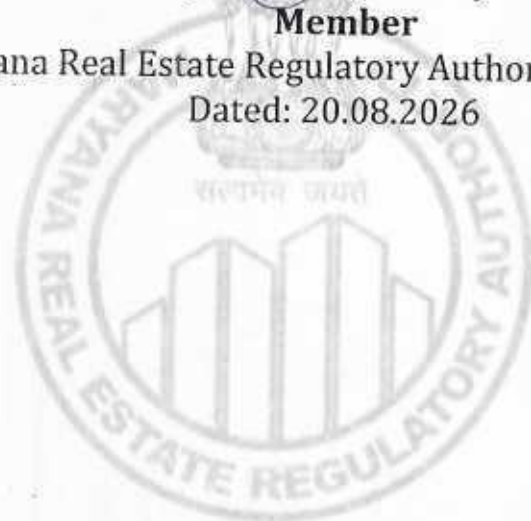
21. In view of the findings recorded hereinabove and considering the facts and circumstances of the case, the present complaint is held to be not maintainable and is dismissed.
22. Accordingly, the present matter stands disposed of.
23. File be consigned to the Registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.08.2026



HARERA
GURUGRAM