BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Order pronounced on: 29.09.2026

NAME OF THE BUILDER		VATIKA ONE ON ONE PRIVATE LIMITED & VATIKA LIMITED	
PROJECT NAME		"VATIKA ONE ON ONE PH-1"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1764/2024	Anish Kumar Sharma and Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited	Shri Arun Kumar Mittal (Advocate for complainants) Ms. Ankur Berry (Advocate for respondent)
2.	CR/1765/2024	Anish Kumar Sharma and Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited	
3.	CR/1773/2024	Pratibha Sharma and Anish Kumar Sharma V/S Vatika One on One Private Limited and Vatika Limited	

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of all the complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the allotment letter executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, *"Vatika One on One"* being developed by the same respondents/promoter i.e., M/s Vatika One on One Private Limited & Vatika Limited. The terms and conditions of the allotment letter and fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to execute the agreement to sale w.r.t the subject units in question, hence, the complainant(s) intends to continue with the project and seeking direction for execution of buyer's agreement w.r.t the allotted unit.

3. The details of the complaints, reply to status, unit no., expression of interest, allotment letter, total sale consideration, total paid up amount, and relief sought are given in the table below:

Project Name and Location	**"VATIKA ONE ON ONE"**, at Sector – 16, Gurugram.
Naure of project	Commercial Colony
Project Area	42452.291 sq. ft. (12.13 Acres)
License No. & Validity status	05 of 2015 dated 06.08.2015 Valdi up to **05.08.2026**
Name of licensee	M/s Vatika One-on-One Private Limited
RERA Registration & Validity status	**Registered [For Phase -1]** **237 of 2017** dated 20.09.2017 Valid up to **19.09.2022**
Possession clause	**Not Available** Therefore, in absence of possession clause, the due date for possession is to determine as per the judgement ***""Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018*** Hon'ble Apex Court observed that *"a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that* ***when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract.***"
Occupation certificate	**06.09.2021** [Part occupation certificate for Building "**Block-2**" (Ground to 7th Floor), "**Block-3**" (Ground to 6th Floor), "**Block-4**" (Ground to 7th Floor), "**Block-5**" (Ground to 6th Floor)] (As per copy of OC provided with reply as well as uploaded at https://haryanarera.gov.in/assistancecontrol/view_corrigendum/NDQ1 &

		10.06.2026 [Part occupation certificate for Building "**Block-1 Wing-B**" (Ground to 11th Floor) & **Pavillion 1 & 2** (Ground Floor), Part Basement 1, 2 & 3 falling in commercial colony] (As per copy of OC uploaded at https://tcpharyana.gov.in/documents/WEBSITEDOC/License/BR4DOC/20260612_8577_CC-ZP%201095.pdf)			
Sr. No.	**Complaint no. / Title/ Date of Filing / Reply**	**Unit no. and area**	**Date of Allotment letter and BBA**	**Due date of possession**	**Basic sale consideration, Total sale consideration and Amount paid**
1.	**CR/1764/2024** Anish Kumar Sharma and Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited **D.O.F.** 02.05.2024 **RR:** 12.09.2024	512, 5th Floor, Block 3 750 sq. ft. super area. [page no. 62 of complaint]	**AL:** 29.11.2017 [page no. 62 of complaint] **BBA:** Not executed	**29.05.2021** [29.11.2020 + 6 months on account of Covid-19] **[Note:** Due date of possession is calculated 3 years from the date of allotment letter, in view of judgement by Hon'ble Apex Cout in case titled as ***"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018"*** **(Plus)** Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]	**BSC: -** Rs.61,87,500/- [Page no. 62 of complaint] **TSC: -** Not known **AP: -** Rs.69,30,000/- **AR Paid: -** Rs.10,02,160/- Till September, 2018 [Page no. 135 of reply]
	Assured return clause as mentioned in allotment letter in **CR/1764/2024**	2.**That the payment of your assured return of Rs.130.15/- per sq. ft. per month on super area will commence only on receipt of 70% of basic sale consideration by us from you, in terms of the payment plan/ schedule of payments as agreed/opted by you and will be paid till the completion of the construction of the said building**. Post completion of construction of the said building, you will be paid **committed return of Rs.131/- per sq. ft. per month on super area for up to three years from the date of completion of construction of the said building or the said unit is put on lease, whichever is earlier**. You will be entitled to receive lease rent in respect of said unit from the rent commencement date in accordance with lease document as may be executed with prospective tenant. If there is any rent-free period on account of fit-out or otherwise then you will not be entitled for rent during rent free period. (As per page 62 of complaint in **CR/1764/2024**)			

	Lease arrangement clause as mentioned in allotment letter in **CR/1764/2024**	3.That you have intended to purchase the said unit with leasing arrangement and in terms of builder buyer agreement, the company shall be authorized to put the said unit on lease for and on your behalf (individually or in combination with other adjoining units) as and when the said unit is ready and fit for occupation. The company expects to lease the said unit (individually or in combination with other adjoining units) at minimum lease rent of Rs.131/- per sq. ft. per month on super area of said unit for the first lease. However, in the event the achieve lease rent being higher or lower than Rs.131/- per sq. ft. as aforesaid, the following would be applicable. A. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be refunded amount calculated @Rs.141.18/- per sq. ft. for every Rs.1/- by which achieved rent is less than Rs.131/- per sq. ft. B. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be liable to pay additional sale consideration calculated @Rs.70.59/- per sq. ft. on super area of said unit for every rupee of additional rent achieved over Rs.131/- per sq. ft. (As per page 63 of complaint in **CR/1764/2024**)			
2.	**CR/1765/2024** Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited **D.O.F.** 02.05.2024 **RR:** 12.09.2024	P-787 750 sq. ft. super area. [page no. 62 of complaint]	**AL:** 18.05.2018 [page no. 62 of complaint] **BBA:** Not executed	**18.11.2021** [18.05.2021 + 6 months on account of Covid-19] **[Note:** Due date of possession is calculated 3 years from the date of allotment letter, in view of judgement by Hon'ble Apex Cout in case titled as ***"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018"*** **(Plus)** Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]	**BSC: -** Rs.61,87,500/- [Page no. 62 of complaint] **TSC: -** Not known **AP: -** Rs.48,51,000/- **AR Paid: -** Rs.5,33,618/- Till September, 2018 [Page no. 132 of reply]
	Assured return clause as mentioned in letter for allotment in **CR/1765/2024**	2.The developer shall remit an **assured return of an amount of Rs.130.15/- per sq. ft. payable from the 17.04.2018 till the building is ready for fit-outs**. It is stated that the project is in advance stage of construction and the developer based on its present plans and estimates and subject to all exceptions, contemplates to complete construction of the said building/ said commercial unit soon. (As per page 62 of complaint in **CR/1765/2024**)			

3.	**CR/1773/2024** Pratibha Sharma and Anish Kumar Sharma V/S Vatika One on One Private Limited and Vatika Limited **D.O.F.** 02.05.2024 **RR:** 12.09.2024	514, 5th Floor, Block 3 500 sq. ft. super area. [page no. 57 of complaint]	**AL:** 27.11.2017 [page no. 57 of complaint] **BBA:** Not executed	**27.05.2021** [27.11.2020 + 6 months on account of Covid-19] **[Note:** Due date of possession is calculated 3 years from the date of allotment letter, in view of judgement by Hon'ble Apex Cout in case titled as ***"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018"*** **(Plus)** Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]	**BSC: -** Rs.41,25,000/- [Page no. 57 of complaint] **TSC: -** Not known **AP: -** Rs.46,20,000/- **AR Paid: -** Rs.7,32,618/- Till September, 2018 [Page no. 134 of reply]
	Assured return clause as mentioned in allotment letter in **CR/1773/2024**	2.**That the payment of your assured return of Rs.130.15/- per sq. ft. per month on super area will commence only on receipt of 70% of basic sale consideration by us from you, in terms of the payment plan/ schedule of payments as agreed/opted by you and will be paid till the completion of the construction of the said building.** Post completion of construction of the said building, you will be paid **committed return of Rs.131/- per sq. ft. per month on super area for up to three years from the date of completion of construction of the said building or the said unit is put on lease, whichever is earlier.** You will be entitled to receive lease rent in respect of said unit from the rent commencement date in accordance with lease document as may be executed with prospective tenant. If there is any rent-free period on account of fit-out or otherwise then you will not be entitled for rent during rent free period. (As per page 57 of complaint in **CR/1773/2024**)			
	Lease arrangement clause as mentioned in allotment letter in **CR/1773/2024**	3.That you have intended to purchase the said unit with leasing arrangement and in terms of builder buyer agreement, the company shall be authorized to put the said unit on lease for and on your behalf (individually or in combination with other adjoining units) as and when the said unit is ready and fit for occupation. The company expects to lease the said unit (individually or in combination with other adjoining units) at minimum lease rent of Rs.131/- per sq. ft. per month on super area of said unit for the first lease. However, in the event the achieve lease rent being higher or lower than Rs.131/- per sq. ft. as aforesaid, the following would be applicable.			

		A. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be refunded amount calculated @Rs.141.18/- per sq. ft. for every Rs.1/- by which achieved rent is less than Rs.131/- per sq. ft. B. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be liable to pay additional sale consideration calculated @Rs.70.59/- per sq. ft. on super area of said unit for every rupee of additional rent achieved over Rs.131/- per sq. ft. (As per page 58 of complaint in **CR/1773/2024**)

Reliefs Sought by the complainant(s):

1. Direct the respondent to execute BBA or agreement to sale in favor of complainants with respect to unit in question;
2. Direct the respondent to execute and register a conveyance deed/sale deed in favor of complainants with respect to unit in question;
3. Direct the respondents to handover the physical possession of the unit in question;
4. Direct the respondent to pay interest for every month of delay i.e., for the period from the due date of handing over the possession till the date of actual handing over of possession to complainants at such rates as may be prescribed under proviso to section 18(1) of RERA Act, 2016 read with Rule 15 of HRERA Rules, 2017;
5. Direct the respondent to pay AR to complainants @ agreed rate as mentioned in clauses of allotment letter per month from October 2018 to till today along with interest for every month of delay at such rate as may be prescribed;
6. Initiate penalty proceedings and/or impose penalty/ies on respondents for violation and contravention of mandatory provisions of Section 13(1) of RERA Act, 2016;
7. Take necessary penal action again respondents for charging on Super area instead of carpet area;
8. Initiate proper proceedings and/or impose penalty/ies on respondents for adopting unfair practices or irregularities as per explanation to Section 7 of RERA Act, 2016;
9. Direct the respondents to pay a compensation to complainants as provided under provisions of Section 12, 18(3), 19(4) of RERA Act, 2016;
10. Initiate appropriate proceedings and/or impose penalty/ies against respondents for violation and contravention of provisions of Section 3 of RERA Act, 2016 in offering the units for sale in sector 83 by project name – 'Vatika One on One' without being registered the same with RERA authorities under RERA Act, 2016; and **(Only sought in CR/1765/2024)**
11. Direct the respondents to pay a sum of Rs.1,00,000/- towards cost of this complaint proceedings/litigation to complainants;
12. Pass such other order/s which this Hon'ble Authority may deed fit and proper in favour of the complainants and against respondents under the facts and circumstances of the case and in the interest of justice;

The reliefs mentioned below were requested by the complainant(s) via application for amendment in main complaint submitted on 09.01.2025.

13. To direct the respondent of pay lease rent @Rs.131/- per sq. ft. per month on super area of said unit or the actual rent received on leased out unit (as per clause-3 of terms and conditions of allotment letter) to the complainant from the date of completion/ fit for occupation of unit till the handover of physical vacant possession of unit; and
14. To direct the respondent to provide to complainants the copy of lease agreement including all its annexures, if any, of the leased-out unit.

Note: In the table referred above certain abbreviation have been used. They are elaborated as follows:

Abbreviation	Full Form
DOF	Date of filing compliant
RR	Reply Received on
AL	Allotment letter
BBA/ AFS	Builder buyer's agreement/ Agreement for sale

TSC	Total sale consideration
BSC	Basic sale consideration
AP	Amount paid till date
AR	Assured return
OC	Occupation certificate
OFP	Offer of possession

4. The aforesaid complaints were filed against the promoter on account of violation of the terms and conditions of allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and assured return.

5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/1764/2024 titled as Anish Kumar Sharma and Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited*** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details.

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/1764/2024 titled as Anish Kumar Sharma and Pratibha Sharma V/S Vatika One on One Private Limited and Vatika Limited

Sr.No.	Particulars	Details
1.	Name of the project	"Vatika One on One", Sector 16, Gurugram
2.	Location of the project	Sector-16, Gurugram

3.	Nature of the project	Commercial colony
4.	Project Area	42452.291 sq. ft. (12.13 Acres)
5.	DTCP license no. and validity status	05 of 2015 dated 06.08.2015 Valid up to 05.08.2026
6.	Name of licensee	M/s Vatika One-on-One Pvt. Ltd.
7.	Registered or not registered	**Registered [Phase-1]** 237 of 2017 dated 20.09.2017 Valid up to 19.09.2022
8.	Unit no.	512, 5th Floor, Block-3 (page 62 of complaint)
9.	Unit area	750 sq. ft. (page 62 of complaint)
10.	Application form	09.11.2017 (page 56-61 of complaint)
11.	Allotment letter	29.11.2017 (page 62 of complaint)
12.	Provision regarding assured return (as mentioned in allotment letter)	***2.That the payment of your assured return of Rs.130.15/- per sq. ft. per month on super area will commence only on receipt of 70% of basic sale consideration*** *by us from you, in terms of the payment plan/ schedule of payments as agreed/opted by you and will be paid till the completion of the construction of the said building.* ***Post completion of construction of the said building, you will be paid committed return of Rs.131/- per sq. ft. per month on super area for up to three years from the date of completion of construction of the said building or the said unit is put on lease, whichever is earlier.*** *You will be entitled to receive lease rent in respect of said unit from the rent commencement date in accordance with lease document as may be executed with prospective tenant. If there is any rent-free period on account of fit-out or otherwise then you will not be entitled for rent during rent free period.* **[Emphasis Supplied]** (page 62 of complaint)
13.	Lease arrangement clause (as mentioned in allotment letter)	3.That you have intended to purchase the said unit with leasing arrangement and in terms of builder buyer agreement, the

		company shall be authorized to put the said unit on lease for and on your behalf (individually or in combination with other adjoining units) as and when the said unit is ready and fit for occupation. The company expects to lease the said unit (individually or in combination with other adjoining units) at minimum lease rent of Rs.131/- per sq. ft. per month on super area of said unit for the first lease. However, in the event the achieve lease rent being higher or lower than Rs.131/- per sq. ft. as aforesaid, the following would be applicable. A. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be refunded amount calculated @Rs.141.18/- per sq. ft. for every Rs.1/- by which achieved rent is less than Rs.131/- per sq. ft. B. A. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be liable to pay additional sale consideration calculated @Rs.70.59/- per sq. ft. on super area of said unit for every rupee of additional rent achieved over Rs.131/- per sq. ft. **[Emphasis Supplied]** (page 63 of complaint)
14.	Date of buyer's agreement	**Not yet executed**
15.	Possession clause	Not provided
16.	Due date of possession	**29.05.2021** [29.11.2020 + 6 months on account of Covid-19] *"**Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018** Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact **that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of***

		3 years would have been reasonable for completion of the contract." In view of the above-mentioned reasoning, **the date of the allotment letter dated 29.11.2017** ought to be taken as the date for calculating the due date of possession. **Therefore, the due date for handing over the possession of the unit comes out to be 29.11.2020 (Plus) Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.]**
17.	Basic sale consideration *(including EDC & IDC as on date of license of the project)*	Rs.61,87,500/- (Page no.62 of complaint)
18.	Amount paid	**Rs.69,30,000/-** ***Rs.48,51,000/- + Rs.20,79,000/-*** [Rs.2,00,000/- through RTGS **Plus** Rs.46,51,000/- through RTGS] (As per copy of pass book of bank attached with the complaint at page 54 to 55) **Plus** Rs.20,79,000/- [through RTGS on 05.08.2024] (As provided by the complainant at page 6 of application for amendment in main complaint)
19.	Occupation certificate	06.09.2021 (Page no.137 of reply)
20.	Offer of possession	Not known/ not provided
21.	Assured return amount paid by the respondent	Rs.10,02,160/- (Till Sept., 2018) (Page no.135 of reply)
22.	Demand on offer of possession	06.12.2022 (Page no.80 of complaint)
23.	Reminder to demand letter	11.01.2023 (Page no.81 of complaint)
24.	Payment of Rs.20,79,000/- (Against demand raised on 06.12.2022)	Rs.20,79,000/- [through RTGS on 05.08.2024] (As provided by the complainant at page 6 of application for amendment in main complaint)
25.	Legal notice from complainant [for payment of pending assured return and lease rental]	07.08.2023 (page 82-84 of complaint)

B. Facts of the complaint:

8. The complainants have made the following submissions in the complaint: -

i. The complainants are law abiding Senior Citizens of India having their permanent residence at above mentioned address; and have been allotted a Unit no. 512, 5th Floor, Block-3 in a real estate project i.e. in commercial building Vatika One on One, Sector – 16, Gurugram, Haryana having Super Area of 750 Sq. ft. by respondents. Thus, complainants are allottee within the meaning of Section 2(d) of Act.

ii. The respondent no.1 is a company incorporated under provisions of the Companies Act, 1956 under which the real estate project named and styled as 'Vatika One on One' sector-16, Village Silokhera, Tehsil and Dist. Gurugram, Haryana was registered with RERA Haryana vide Registration no. 237 of 2017.

iii. The respondent no.2 is also a company incorporated under provisions of the Companies Act, 1956 and is a group/associate company of respondent no.1. The respondent no.2 has been involved in marketing, liasoning with investors for sale of units, and other matters relating to said project.

iv. Thus, both the respondents being the promoters, have been engaged in development, construction and marketing of said Project for the purpose of selling apartments/ units to others/ general public.

v. That the complainants while searching for a commercial unit was lured by such advertisements and calls from the brokers of respondents for buying a commercial space in their project namely Vatika One on One. The respondents told the complainants about moonshine reputation of their company and the representative of respondents made huge presentations about project mentioned above and also assured that they have delivered several such projects in the NCR. The respondents handed over one brochure to complainants which showed the project like heaven including that on

payment of 70% of total sale price of a unit/ commercial space, the allottee would be entitled to an assured return/ committed rental income right from the date of making 70% payment till the possession of property is handed over to allottee. The complainants were also suggested to purchase a unit having super area of 750 sq. ft. with a total sale price of Rs.61,87,500/- (which includes Basic Price, EDC & IDC but excluding GST) to which complainants concurred. Thus, in every possible way the respondents tried to hold the complainant and incited the complainant for payments.

vi. That relying on various representations, promises, assurances and allurements by respondents and on belief of such assurances, complainants booked a unit in the project by paying a booking amount of Rs.2,00,000/- vide RTGS dated 08.11.2017 and were directed to fill and sign the already printed application form along with terms and condition as provided by the respondents for the purchase of unit/ commercial space in the Said Project.

vii. That pursuant to booking amount and application as aforesaid, the complainants made further payment of Rs.46,51,000/- (including GST) to respondents making it 70% of total sale price of a unit/ commercial space in the said project vide RTGS dated 23.11.2017 so as to become entitled to the assured return/ committed rental income.

viii. That the respondents accepted 70% of total cost of the unit but didn't enter into any builder buyer agreement or agreement for sale with the complainants; and the same hasn't been done till date. Thus, there has been a clear violation and contravention of provisions of Section 13(1) of the RERA Act, 2016 which provide that a promoter shall not accept a sum more than 10% of cost of apartment without first entering into a written agreement for sale.

ix. That on receiving the sum of Rs.48,51,000/- (2,00,000+46,51,000) including GST @ 12%, as mentioned aforesaid, being the 70% of total sale price of

Rs.61,87,500/- of proposed commercial space/ unit in said project, respondents issued an allotment letter dated 29.11.2017 along with terms & conditions of allotment to the complainants for allotment of a unit no. 512, 5th Floor, Block-3 in commercial building Vatika One on One, Sector-16, Gurugram, Haryana having super area of 750 sq. ft.

x. That in the said allotment letter no specific time line was specified as the due date of handing over of possession of allotted unit. Further, the respondents were sold the unit as per 'super area' whereas under the provisions of RERA Act, 2016 and HRERA Rules, 2017 they were under liability to sell the Unit at 'carpet area'. Accordingly, assured return was determined and fixed (750 x 130.15) at Rs.97,613/- per month with effect from 23.11.2017 i.e. from the date of payment of 70% of total sale price, as already agreed upon.

xi. That as per the terms and conditions of allotment letter, the respondents are liable to pay an assured return @ Rs.97,613/- per month. Accordingly, respondents paid the assured return till 07.09.2018 to the tune of Rs.10,02,160/- (inclusive of TDS).

xii. That the respondents were regularly paying the assured return as per agreed terms up till September 2018. That to the utter shock and surprise of the complainants, the respondents with a malafide intention in October 2018 stopped paying the monthly assured return to the complainants in gross breach of promised and agreed terms of allotment letter.

xiii. That during the period the complainants made repeated requests and reminders by making phone calls and personal visits to the offices of respondents for release of unpaid assured return; execution of builder buyer agreement/ agreement for sale; and for giving possession of allotted unit; but respondents were not able to give any satisfactory response to complainants. The complainants even after paying huge amount still received nothing in return but only loss of time and money given by them. This conduct of

respondents also amounts to unfair trade practices. Thus, the respondents have committed gross violation and contravention of provisions of RERA Act, 2016, RERA Rules, 2017 & RERA Regulations.

xiv. That the respondents, instead of honouring its commitment of payment of agreed Assured Return and statutory obligations of entering into Builder Buyer Agreement/ Agreement for Sale, issued a Tax invoice to complainants demanding further payment of Rs.21,02,600/- without first paying and/or adjusting on its part the unpaid Assured Return since October 2018 @ Rs.97,613/- per month that accumulates to Rs.49,78,263/- till December 2022.

xv. That the respondents further wrote a letter to complainants demanding payment of installment of Rs.21,02,600/- and threatened to forfeit the earnest money in case of non-payment, without first paying and/or adjusting on its part the unpaid Assured Return since October 2018 @ Rs.97,613/- per month that accumulates to Rs.49,78,263/- till December 2022. By writing this letter and issuing wrong tax invoice, respondents with the ulterior intentions are evading its financial, contractual and statutory liability towards complainants.

xvi. That on 07.08.2023, the complainants got a legal demand notice sent to respondents for payment of all unpaid Assured Return/ rental income since October 2018 and for giving possession of allotted unit. The said legal notice was duly delivered to respondents, however despite of receiving said legal notice, the respondents have neither paid the unpaid Assured Return nor handed over the physical vacant possession of allotted Unit to complainants. Also, no reply to said legal notice has been received by complainants or their counsel.

xvii. That, from the conduct and behaviour of respondents, it is abundantly clear that the officials of respondents in connivance with other directors and

promoters have misrepresented, cheated and defrauded the complainants and collected huge amount of money without having any intention to complete the projects, to give possession of Unit and to honour the payment of assured return. The respondents in furtherance of their illegal goal, didn't adhere to the terms of written commitments and have misappropriated the money and has committed criminal breach of trust. Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in services of the respondents is filing the present complaint.

xviii. The overall conduct of respondents as described in above paras also indicates that the respondents have issued advertisement, brochure, allotment letters, terms and conditions and other written commitments & communications/ correspondences to complainants for the services, that are not intended to be offered and thereby they have been indulging in Unfair and fraudulent Practices and other irregularities and have also been providing gross deficient services and thereby causing deficiency in services. It is unfortunate that the dream of owning a unit of the complainants were shattered due to dishonest, unethical attitude of the respondents.

xix. The complainants have suffered a loss and damage in as much as they had deposited the money in the hope of getting the said unit. They have not only been deprived of the timely possession of the said unit but the prospective return they could have got if they had invested in fixed deposit in bank.

xx. That the above said acts of respondents reflect very irresponsible attitude towards complainants resulted into loss of mental peace, agony, harassment and depression, loss in reputation to complainants and their family members which cannot be quantified in terms of money.

xxi. That the cause of action for filing the present complaint firstly arose in favour of complainants when they made a payment of Rs.48,51,000/- to

respondents. It also arose on 01.10.2018 when the respondents stopped paying monthly assured return. It further arose when respondents raise tax invoice on 06.12.2022 and issue a demand letter on 11.01.2023. The cause of action finally arose on 07.08.2023 when complainants got the legal notice sent to respondents which was duly received by respondents. That the cause of action is still continuing as the respondents have failed to handover the physical vacant possession of unit and/or pay the assured return to complainants.

xxii. That the present complaint is being filed within limitation period and the requisite filing fee has been paid along with present complaint.

xxiii. That the complainants crave leave of this Authority to file additional documents, if required at a later state to substantiate the present claim.

***On 09.01.2025**, the complainants have filed an application for amendment in main complaint and added the following paras/ additional facts as subsequent development after filing of the present complaint:*

xxiv. That the complainant made further payment of remaining balance of 30% of total cost of unit no. 512 i.e., Rs.20,79,000/- via RTGS (UTR No. YESBR52024080553220188), making it full 100% payment towards the total cost of unit no.512 that the amount of Rs.69,30,000/- [Rs.48,51,000/- + Rs.20,79,000/-] including GST.

xxv. That the respondents have leased out the property including the unit of complainant to third parties/ lessees without informing the same to complainants and without making any payment towards advance rent, security amount and lease rent to complainants in contravention of agreed terms in allotment letter. The complainants were also no informed about the broad terms of lease agreement including period of lease, amount of rent, increase in rent, terms and termination of lease. On inquiry, it has been learnt that the respondents have leased out this property to 'Air India'.

C. Relief sought by the complainants: -

9. The complainants have sought following relief(s)

a. Direct the respondent to execute BBA or agreement to sale in favor of complainants with respect to unit in question;
b. Direct the respondent to execute and register a conveyance deed/sale deed in favor of complainants with respect to unit in question;
c. Direct the respondents to handover the physical possession of the unit in question;
d. Direct the respondent to pay interest for every month of delay i.e., for the period from the due date of handing over the possession till the date of actual handing over of possession to complainants at such rates as may be prescribed under proviso to section 18(1) of RERA Act, 2016 read with Rule 15 of HRERA Rules, 2017;
e. Direct the respondent to pay assured return to complainants at the agreed rate as mentioned in clauses of allotment letter per month from October 2018 to till today along with interest for every month of delay at such rate as may be prescribed;
f. Initiate penalty proceedings and/or impose penalty/ies on respondents for violation and contravention of mandatory provisions of Section 13(1) of RERA Act, 2016;
g. Take necessary penal action again respondents for charging on Super area instead of carpet area;
h. Initiate proper proceedings and/or impose penalty/ies on respondents for adopting unfair practices or irregularities as per explanation to Section 7 of RERA Act, 2016;
i. Direct the respondents to pay a compensation to complainants as provided under provisions of Section 12, 18(3), 19(4) of RERA Act, 2016;
j. Initiate appropriate proceedings and/or impose penalty/ies against respondents for violation and contravention of provisions of Section 3 of RERA Act, 2016 in offering the units for sale in sector 83 by project name – 'Vatika One on One' without being registered the same with RERA authorities under RERA Act, 2016; and **(Only sought in CR/1765/2024)**
k. Direct the respondents to pay a sum of Rs.1,00,000/- towards cost of this complaint proceedings/litigation to complainants;

l. Pass such other order/s which this Hon'ble Authority may deed fit and proper in favour of the complainants and against respondents under the facts and circumstances of the case and in the interest of justice;

10. Further on 09.01.2025, the complainants have filed an application for amendment in main complaint and requested the additional relief(s) as mentioned below:

m. To direct the respondent of pay lease rent @Rs.131/- per sq. ft. per month on super area of said unit or the actual rent received on leased out unit (as per clause-3 of terms and conditions of allotment letter) to the complainant from the date of completion/ fit for occupation of unit till the handover of physical vacant possession of unit; and

n. To direct the respondent to provide to complainants the copy of lease agreement including all its annexures, if any, of the leased-out unit.

11. 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.

D. Reply by the respondent: -

12. The respondent contested the complaint on the following grounds: -

i. That the respondent no. 1 is a company, registered under the Companies Act, 1956 having its registered office at Vatika Business Centre, Thapar House,3rd Floor Eastern & Central Wing, Gate No.1,124 Janpath Road, CP New Delhi 110001 and respondent no. 2 is having its registered office at Unit No A-002, INXT City Centre Ground Floor, Block A, Sector 83, Vatika India Next, Gurugram – 122012, Haryana. That for the past two decades the respondent has been engaged in the business of Real Estate Sector.

ii. That the present complaint under reply is a bundle of lies, proceeded on absurd grounds and is filed without any cause of action hence is liable to be dismissed.

iii. That the complainants have filed the present complaint with oblique motive of harassing the respondent and to extort illegitimate money while making absolute false and baseless allegations against the respondents.

iv. That the complainants herein have failed to provide the correct/complete facts and the same are reproduced hereunder for necessary and proper adjudication of the present matter. Further the complainants have not approached the Authority with clean hands and has suppressed the relevant material facts. That the complaint under reply is devoid of merits and the same should be dismissed with cost.

v. That the complainants have got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the allotment letter dated 29.11.2017 and builder buying agreement is not executed between the parties. It is submitted that on 09.12.2019, the respondent no. 1 issued letter for execution of the BBA along with the copy of the BBA to the complainants however till date the complainants have not executed the BBA.

vi. The respondent no. 2 i.e. Vatika Limited is not a necessary party in this complaint as the respondent no. 1 is the developer of the project "Vatika One on One" and the respondent no. 2 has no role to play. The complainants have made payments to the respondent no. 1 only, with there being no cause of action ever arising against the respondent no. 2.

vii. That the respondent no. 2 is not a promoter as per the definition of 'Promoter' in Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, for the 'One on One' Project and has no obligations, responsibilities and functions defined under the Section 11(4) of the Real Estate (Regulation and Development) Act, 2016. That from the bare reading of the RERA registration of the project, it is apparent that only respondent no. 1 is the developer of the project.

viii. In the present complaint, the complainants have clearly stated that the respondent no. 1 is the developer and respondent no. 2 has no role to play.

Further, all the communications and payments with respect to the subject unit were sent or received by the respondent no.1. Hence, the respondent no. 2 has no liability against the complainants and no right of complainants can be imposed against the respondent no. 2 and the respondent no. 2 shall be deleted from the array of parties.

ix. The complainants have erred gravely in filing the present complaint and misconstrued provisions of the RERA Act. It is imperative to bring the attention of the Authority that the Real Estate (Regulation and Development) Act, 2016, was passed with the sole intention for regulation of the real estate projects, promoters and for the dispute resolution between builders and buyers.

x. That it is an established fact herein that the complainants booked the unit with the respondent no.1 for investment purposes. The said complainants herein is not an "Allottee", but an investor as the complainants approached the respondent no.1 with an investment opportunity in the form of a steady income from the commercial units and the complete transaction was commercial in nature.

xi. That in the year 2017, the complainants being in search of investment opportunities learned about the project launched by the respondent no.1 titled as "ONE ON ONE" at Sector 16, Gurugram and visited the office of the respondent no. 1 to know the details of the said project. The complainants further inquired about the specifications and veracity of the commercial project and was satisfied with every proposal deemed necessary for the development and filled application form dated 23.11.2017 and booked the unit, under the assured return scheme, upon own judgement and investigation.

xii. It may be noted, that the complainants were aware of the status of the project and thus invested in the project of the respondent no. 1 without any protest

or demur, to make steady monthly returns upon own judgment and investigation.

xiii. That on 29.11.2017, respondent no. 1 vide allotment letter allotted unit bearing no. 512, 5th Floor, Block 3 admeasuring 750 sq. ft. to the complainants. Further, upon knowing the assured return scheme, the complainants upon own free will paid 70% of amount of Rs.48,51,000/- to the respondent no.1 for making steady monthly returns.

xiv. That thereafter upon coming of the RERA Act, the respondent no.1 duly got the project registered and RERA compliant builder buyer agreement was drafted and shared with the complainants on 09.12.2019, along with the covering letter. That even though the complainants were provided with the BBA, yet the complainants did not respond nor got the BBA executed. It is pertinent to note the communication dated 09.12.2019, clearly stipulates that the respondent no.1 has the right to terminate the booking at their sole discretion and refund the amount paid by the allottee after deducting the earnest money, brokerage, and any other non-refundable charges specified in the BBA. This is applicable if the complainant fails to sign and return the agreement within 30 days of its dispatch by the builder.

xv. That the present complaint is not maintainable or tenable in the eyes of the law as the reliefs being claimed by the complainants cannot be said to fall within the realm of jurisdiction of this Authority. Upon the enactment of the Banning of Unregulated Deposit Schemes Act, 2019, the 'Assured Return' or any 'Committed Returns' on the deposit schemes have been banned. The respondent having taken no registration from the SEBI board cannot run, operate, and continue an assured return scheme. Further, the enactment of BUDS read with the companies Act, 2013 and the Companies (Acceptance of Deposits) Rules, 2014, resulted in making the assured return/committed

return and similar schemes as unregulated schemes as being taken within the definition of 'Deposit.'

xvi. Therefore, the terms of the allotment letters or any other understanding of these kinds without approval after February 2019 is in violation of BUDS Act, and if any assured return is paid thereon or continued therewith may be in complete contravention of the provisions of the BUDS Act.

xvii. That further the Hon'ble High Court of Punjab & Haryana in *CWP No. 26740 of 2022 titled as "Vatika Limited Vs. Union of India & Ors."*, took the cognizance in respect of Banning of Unregulated Deposits Schemes Act, 2019 and restrained the Union of India and the State of Haryana from taking coercive steps in criminal cases registered against the Company for seeking recovery against deposits till the next date of hearing. That in the said matter the Hon'ble High Court has already issued notice and the matter is to be re-notified on 20.03.2024. That once the Hon'ble High Court has taken cognizance and State of Haryana has already notified the appointment of competent authority under the BUDS Act, thus it flows that till the question of law i.e., whether such deposits are covered under the BUDS Act or not, and whether this Hon'ble Authority has the jurisdiction to adjudicate upon the matters coming within the purview of the special act namely, BUDS Act, 2019, the present complaint ought not be adjudicated.

xviii. That further in view of the pendency of the CWP 26740 of 2022 before the Hon'ble High Court of Punjab & Haryana, the Hon'ble Haryana Real Estate Appellate Tribunal, in Appeal No. 647 of 2021 while hearing the issue of assured return, considered the factum of pendency of the writ, wherein the question regarding jurisdiction of any other authority except the competent authority under Section 7 of the Banning of Unregulated Deposits Schemes Act, 2019. That Hon'ble Haryana Real Estate Appellate Tribunal after consideration of the pendency of the pertinent question regarding its own

jurisdiction in assured return matters, adjourned the matter as any order violative of the upcoming judgment of the Hon'ble High Court would be bad in law. Thus, the Hon'ble Authority should consider the act of Hon'ble Haryana Real Estate Appellate Tribunal and keep the present matter pending till final adjudication of CWP 26740 of 2022.

xix. That in the matter of ***Brhimjeet & Ors* vs. *M/s Landmark Apartments Pvt. Ltd.* (Complaint No. 141 of 2018),** this Hon'ble Authority has taken the same view as observed by Maharashtra RERA in Mahesh Pariani (supra). Thus, the RERA Act, 2016 cannot deal with issues of Assured Return and hence the present complaint deserves to be dismissed at the very outset.

xx. That further in the matter of ***Bharam Singh &Ors* vs. *Venetian LDF Projects LLP* (Complaint No. 175 of 2018),** the Hon'ble Real Estate Regulatory Authority, Gurugram upheld its earlier decision of not entertaining any matter related to assured returns.

xxi. That further in the matter of ***Jasjit Kaur Grewal vs. M/s MVL Ltd.* (Complaint No. 58 of 2018),** the Hon'ble Real Estate Regulatory Authority, Gurugram has taken the same view of not entertaining any matter related to 'collective investment scheme' without the approval of SEBI.

xxii. That the respondent no.1 herein was committed to complete the construction of the project and subsequently lease out the same as agreed under the agreement. Further, the respondent no.1 in due compliance of the terms of the agreement has paid assured return till September, 2018.

xxiii. It is imperative to bring into the knowledge of the Ld. Authority that since starting the complainants' have always been in advantage of getting assured return as agreed by the respondent no.1. It is an admitted fact that the present complainants have received an amount of Rs. 10,02,160/- as assured return right till September, 2018.

xxiv. The BUDS Act, 2019 being a subsequent act from RERA Act, 2016 shall prevail over the provisions over the RERA Act. The matters pertaining to the assured return shall be regulated by the Competent Authority appointed under Section 7 of the BUDS Act. Therefore, the Authority has no jurisdiction over the assured return scheme matters.

xxv. That it is also relevant to mention here that the commercial unit of the complainants were not meant for physical possession as the said unit is only meant for leasing the said commercial space for earning rental income. Furthermore, as per the agreement, the said commercial space shall be deemed to be legally possessed by the complainant. Hence, the commercial space booked by the complainant' is not meant for physical possession.

xxvi. That the complainants have come before this Authority with un-clean hands. The complaint has been filed by the complainants just to harass the respondents and to gain unjust enrichment. The actual reason for filing of the present complaint stems from the changed financial valuation of the real estate sector, in the past few years and the allottee malicious intention to earn some easy buck. The Covid pandemic has given people to think beyond the basic legal way and to attempt to gain financially at the cost of others. The complainants have instituted the present false and vexatious complaint against the respondent who have already fulfilled its obligation as defined under the allotment agreement and completed the construction where upon the project was granted OC on 06.09.2021. It is pertinent to mention here that for the fair adjudication of grievance as alleged by the complainants, detailed deliberation by leading the evidence and cross-examination is required, thus only the Civil Court has jurisdiction to deal with the cases requiring detailed evidence for proper and fair adjudication.

xxvii. The present complaint of the complainants has been filed on the basis of incorrect understanding of the object and reasons of enactment of the RERA,

Act, 2016. The Legislature in its great wisdom, understanding the catalytic role played by the Real Estate Sector in fulfilling the needs and demands for housing and infrastructure in the country, and the absence of a regulatory body to provide professionalism and standardization to the said sector and to address all the concerns of both buyers and promoters in the real estate sector, drafted and notified the RERA Act, 2016 aiming to gain a healthy and orderly growth of the industry. The Act has been enacted to balance the interests of consumer and promoter by imposing certain responsibilities on both. Thus, while Section 11 to Section 18 of the RERA Act, 2016 describes and prescribes the function and duties of the promoter/Developer, Section 19 provides the rights and duties of Allottees. Hence, the RERA Act, 2016 was never intended to be biased legislation preferring the allottees, rather the intent was to ensure that both the allottee and the developer be kept at par and either of the party should not be made to suffer due to act and/or omission of part of the other.

xxviii. That in matter titled Anoop Kumar Rath Vs M/S Sheth Infraworld Pvt. Ltd. in Appeal No. AT00600000010822 vide order dated 30.08.2019 the Maharashtra Appellate Tribunal while adjudicating points be considered while granting relief and the spirit and object behind the enactment of the RERA Act, 2016 in para 22 and para 28 discussed in detail the actual purpose of maintaining a fine balance between the rights and duties of the promoter as well as the Allottee. The Ld. Appellate Tribunal vide the said judgment discussed the aim and object of RERA Act, 2016.

xxix. That the complainants are attempting to harass the respondents by engaging and igniting frivolous issues with ulterior motives to pressurize the respondents. Thus, the present complaint is without any basis and no cause of action has arisen till date in favour of the complainants and against the respondents and hence, the complaint deserves to be dismissed. That, it is

evident that the entire case of the complainants are nothing but a web of lies and the false and frivolous allegations made against the Respondents are nothing but an afterthought, hence the present complaint filed by the complainants deserves to be dismissed with heavy costs.

xxx. That the various contentions raised by the complainants are fictitious, baseless, vague, wrong, and created to misrepresent and mislead this Authority, for the reasons stated above. That it is further submitted that none of the relief as prayed for by the complainants are sustainable, in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and efforts of this Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

13. 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 based on these undisputed documents and submission made by the parties.

E. Written submission made by both the parties

14. The complainants have filed the written submission on 25.04.2025, 07.11.2025 and 07.08.2026, and the respondent has filed written submission on 25.06.2025 and 11.08.2026 and the same are taken on record. No additional facts apart from the complaint and reply have been stated in the written submissions.

F. Jurisdiction of the Authority:

15. 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

16. 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

17. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per buyer's agreement. 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) 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.*

18. 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.

G. Findings on the objection raised by the respondents:

G.I Objection regarding maintainability of complaint on account of complainant being investor.

19. The respondent took a stand that the complainants are investor and not consumer and therefore, they are not entitled to the 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 allotment letter, it is revealed that the complainants are buyer's, and they have 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;"*

20. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the allotment letter issued by the promoter to the complainants, it is crystal clear that the complainant(s) are allottee(s) as the subject unit was allotted to them 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 "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

G.II Pendency of petition before Hon'ble Punjab and Haryana High Court regarding assured return.

21. The respondent has raised an objection that the Hon'ble High Court of Punjab & Haryana in **CWP No. 26740 of 2022 titled as "Vatika Limited Vs. Union of India & Ors."**, took the cognizance in respect of Banning of Unregulated Deposits Schemes Act, 2019 and restrained the Union of India and the State of Haryana from taking coercive steps in criminal cases registered against the Company for seeking recovery against deposits till the next date of hearing.

22. With respect to the aforesaid contention, the authority place reliance on order dated 22.11.2023 in CWP No. 26740 of 2022 (supra), whereby the Hon'ble Punjab and Haryana High Court has stated that-

> *"...there is no stay on adjudication on the pending civil appeals/petitions before the Real Estate Regulatory Authority as also against the investigating agencies and they are at liberty to proceed further in the ongoing matters that are pending with them. There is no scope for any further clarification."*

23. Thus, in view of the above, the Authority has decided to proceed further with the present matter.

G.III Objection regarding deletion of respondent no.2 i.e., M/s Vatika Limited from the array of parties.

24. The respondent no.1 taken a plea that at the time of filing of the complaint, the complainants has wrongly impleaded M/s Vatika Limited as respondent no.2. however, the respondent no.2 is neither the promoter nor the developer of the project in question i.e., "Vatika one on one". Therefore, the respondent no.2 is not a necessary or proper party in the present complaint and cannot be held liable for the respondent no. 1 because of their key managerial roles.

25. After going through the documents available on record as well as submissions made by the parties, the Authority observes that the allotment letter and all the demands against the subject unit in question were issued by respondent no.1 only and were paid to it as well and there is no privity of contract between the complainants and the respondent no. 2. Moreover, the complainants in the present complaint have not sought any relief against the respondent no.2.

26. Further vide a separate application filed by the complainant on 09.04.2026, for deletion of the name of the respondent no.2 (i.e., M/s Vatika Limited) from the array of the parties, as the same was inadvertently impleaded and admittedly it is not a proper or necessary party

27. In view of the above, the respondent no.2 (i.e., M/s Vatika Limited) is hereby deleted from the array of parties and the present complaint(s) is now proceeded/ adjudicated against respondent no.1 only (i.e., M/s Vatika One on One Private Limited).

H. Findings on the relief sought by the complainants:

H.I Direct the respondent to pay interest for every month of delay i.e., for the period from the due date of handing over the possession till the date of actual handing over of possession to complainants at such rates as may be prescribed under proviso to Section 18(1) of RERA Act, 2016 read with Rule 15 of HRERA Rules, 2017;

H.II Direct the respondent to pay assured return to complainants at the agreed rate as mentioned in clauses of allotment letter per month from October 2018 to till today along with interest for every month of delay at such rate as may be prescribed;

H.III To direct the respondent of pay lease rent @Rs.131/- per sq. ft. per month on super area of said unit or the actual rent received on leased out unit (as per clause-3 of terms and conditions of allotment letter) to the complainant from the date of completion/ fit for occupation of unit till the handover of physical vacant possession of unit; and

H.IV Pass such other order/s which this Hon'ble Authority may deed fit and proper in favour of the complainants and against respondents under the facts and circumstances of the case and in the interest of justice;

28. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

- **Assured returns**

29. In the instant complaint, the complainant duly booked a unit bearing no. 512, 5th Floor, Block-3 admeasuring 750 sq. ft. in the respondent's project namely, "Vatika One on One" situated at Sector-16, Gurugram. The allotment letter was executed between the parties on 29.11.2017. The builder buyer agreement was not executed between the parties.

30. The complainants in the present complaint are seeking relief w.r.t payment of assured return as per the terms of the allotment letter dated 29.11.2017. The complainants have submitted that as per clause 2 of the said allotment letter, it was agreed that the respondents would pay monthly assured return of Rs.130.15/- per sq. ft. from the date when the 70% of the basic sale consideration payment is received as per mutually agreed payment plan till the completion of the said building. It is pleaded by the complainant that the respondents have not complied with the terms and conditions of the said allotment letter. 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*) whereby relief of assured return was declined by the authority. The authority has rejected the aforesaid objections raised by the respondent in ***CR/8001/2022 titled as Gaurav Kaushik and anr. Vs. Vatika Ltd.*** wherein the authority while reiterating the principle of prospective ruling, has held that the authority can take different view from the earlier one on the basis of new facts and law and the pronouncements made by the apex court of the land and it was held that when payment of assured returns is part and parcel of allotment letter/ 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. Thus, the plea advanced by the respondent is not sustainable in view of the aforesaid reasoning and case cited above.

31. Further respondents raised an objection that only allotment letter was executed but not agreement for sale has been executed. The authority is of the view that the allotment letter dated 29.11.2017 contains all the terms and conditions regarding the payment of assured return. Therefore, the promoter and allottee would be bound by the obligations contained in the allotment letter and the promoter shall be responsible for all obligations, responsibilities, and functions to the allottee as per the agreement for sale executed inter-se them under Section 11(4)(a) of the Act. An agreement defines the rights and liabilities of both the parties i.e., promoter and the allottee and marks the start of new contractual relationship between them. This contractual relationship gives rise to future agreements and transactions between them. The "agreement for sale" after

coming into force of this Act (i.e., Act of 2016) shall be in the prescribed form as per rules but this Act of 2016 does not rewrite the "agreement" entered between promoter and allottee prior to coming into force of the Act as held by the Hon'ble Bombay High Court in case ***Neelkamal Realtors Suburban Private Limited and Anr. v/s Union of India & Ors.,*** (Writ Petition No. 2737 of 2017) decided on 06.12.2017.

32. The money was taken by the builder as a 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 allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint.

33. The Authority has been regulating the advances received under the project and its various other aspects. So, the amount paid by the complainant to the builder is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottee later on. If the project in which the advance has been received by the developer from an allottee is an ongoing project as per section 3(1) of the Act of 2016, then, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainant besides initiating penal proceedings. The promoter is liable to pay that amount as agreed upon.

34. In the present complaint, the assured return was payable as per clause 2 of the allotment letter dated 29.11.2017, which is reproduced below for the ready reference:

> *2.**That the payment of your assured return of Rs.130.15/- per sq. ft. per month on super area will commence only on receipt of 70% of basic sale consideration by us from you, in terms of the payment plan/ schedule of payments as agreed/opted by you and will be paid till the completion of the construction of the said building.** Post completion of construction of the said building, you will be paid **committed return of Rs.131/- per sq. ft. per month on super area for up to three years from the date of completion of construction of the said building or***

the said unit is put on lease, whichever is earlier. *You will be entitled to receive lease rent in respect of said unit from the rent commencement date in accordance with lease document as may be executed with prospective tenant. If there is any rent-free period on account of fit-out or otherwise then you will not be entitled for rent during rent free period.*

[Emphasis Supplied]

35. 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 allotee arises out of the same relationship and is marked by the original agreement for sale.

36. It is not disputed that the respondent is a real estate developer, and it had obtained registration under the Act of 2016 for the project in question. The Authority under this Act has been regulating the advances received under the project and its various other aspects. So, the amount paid by the complainants to the builder is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottees later. In view of the above, the respondent no.1 is liable to pay assured return to the complainants-allottees in terms of the allotment letter dated 29.11.2017.

- **Delay possession charges.**

37. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges with respect to the subject unit 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."*

38. The subject unit was allotted to the complainants vide allotment letter dated 29.11.2017. However, in the present matter no BBA has been executed between the parties therefore the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the

cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter ***Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442: (2018) 3 SCC (civ) 1*** and then was reiterated in ***Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725***: -

> *"Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered."*

39. Accordingly, the due date of possession is calculated as 3 years from the date of execution of allotment letter i.e., 29.11.2017. Therefore, the due date of possession comes out to be 29.11.2020. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020, the completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 29.11.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to 29.05.2021.
40. Further, as per terms and conditions mentioned in the allotment letter dated 29.11.2017, the respondent/ developer was under an obligation to further lease out the subject units of the complainant's post completion.
41. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to Section 18

provides that where an allottee(s) 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. ibid. 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."*

42. The legislature in its wisdom in the subordinate legislation under the Rule 15 of the Rules, ibid has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

43. 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., 29.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

44. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> ***"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.***
>
> *Explanation. —For the purpose of this clause—*
>
> *(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
>
> *(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date*

the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

45. 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 completed within a stipulated time i.e., by 29.05.2021.

46. 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?

47. To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottees on account of provisions in the allotment letter. The assured return in this case is payable as per "allotment". The rate at which assured return has been committed by the promoter is Rs.130.15/- per sq. ft. of the super area per month commence only on receipt of 70% of basic sale consideration till the completion of the said building which is more than reasonable in the present circumstances. 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 at Rs.97,612.50/- per month till completion of building whereas the delayed possession charges are payable approximately Rs.62,370/- per month. By way of assured return, the promoter has assured the allottee(s) that they would be entitled for this specific amount till completion of construction of the said building. Moreover, the interest of the allottee(s) is protected even after the completion of the building, as the assured returns are payable even after completion of the building. 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 allottee(s) 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.

48. The table hereinbelow demonstrates the comparison between the delay possession charges and the assured returns payable:

Sr. No.	Case No.	Unit No.	Unit area	Delayed payment charges @ per month	Assured return @ per month	Committed return @ per month
1.	CR/1764 /2024	512, 5th Floor, Block - 3	750 sq. ft. (super area)	Rs.62,370/-	**Rs.97,612.5/-** payable till completion of building	**Rs.98,250/-** Payable up to 36 months from 06.09.2021 or subject unit is put on lease, whichever is earlier.
2.	CR/1765 /2024	P-787	750 sq. ft. (super area)	Rs.43,659/-	**Rs.97,612.5/-** Payable up to building is ready for fit-outs	No clause for committed returns
3.	CR/1773 /2024	514, 5th Floor, Block - 3	500 sq. ft. (super area)	Rs.41,580/-	**Rs.65,075/-** payable till completion of building	**Rs.65,500/-** Payable up to 36 months from 06.09.2021 or subject unit is put on lease, whichever is earlier.

49. 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 due date of possession till 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.

50. On consideration of the documents available on the record and submissions made by the parties, the complainant has sought the amount of unpaid amount of assured return as per the allotment letter dated 29.11.2017. As per the allotment letter dated 29.11.2017, the promoter had agreed to pay to the complainants/ allottees Rs.130.15/- per sq. ft. on monthly basis till completion of the said building. The said clause further provides that it is the obligation of the respondent/ promoter to lease the premises. It is matter of record that the

assured return was paid by the respondent-promoter till September 2018 at the rate of Rs.130.15/- per sq. ft., but later on after September 2018, the respondent refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019. But that Act of 2019 does not create a bar for payment of assured returns even after coming into operation and the payments made in this regard are protected as per Section 2(4)(iii) of the above-mentioned Act.

51. In the present complaint, OC/CC for the block in which unit of complainants is situated has been received by the promoter on 06.09.2021. The Authority is of the view that the construction is deemed to be complete on receipt of occupation certificate from the concerned authority by the respondent promoter for the said project. Therefore, considering the facts of the present case, the respondent no.1 is directed to pay the pending amount of assured return at the agreed rate i.e., Rs.130.15/- per sq. ft. per month from the date the payment of assured return has not been made i.e. from October 2018 till the date of completion of construction of the project, i.e., till the date of receipt of occupation certificate on 06.09.2021, and thereafter, Rs.131/- per sq. ft. per month as committed return up to 3 years from the date of completion of construction of the said building or till the date the said unit is put on lease, whichever is earlier. Further, in case the unit in question is leased out by the respondent at the rate lower/higher than as is fixed by the respondent, the respondent is obligated to settle the same in terms of allotment letter dated 29.11.2017. Further, the Authority declines to order payment of any amount on account of delayed possession charges as their interest has been protected by granting assured returns till completion of construction of the unit and thereafter also up to 3 years at different rate from date of completion of the said building or the said unit is put on lease, whichever is earlier.

52. The respondent no.1 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.

H.V Direct the respondents to handover the physical possession of the unit in question;

53. The complainants have sought the relief of physical possession of the unit. The allotment letter was issued to the complainants on 29.11.2017. The occupation certificate for the block in unit of the complainants is situated was issued by the competent authority on 06.09.2021.

54. The respondent, in its reply, submits that the said unit is exclusively meant for leasing purposes and that only constructive possession can be handed over; physical possession cannot be delivered. The respondent further asserts that the provision for constructive possession is consistently reflected in the application form and allotment letter.

55. The Authority after considering all the documents on record observes that as per clause 3 of the allotment letter, the said unit is not intended for self-occupation. There is no doubt that the unit has been put on lease by the promoter and this fact is also admitted by the respondent in its reply. The relevant clause 3 of allotment letter is reproduced below for reference:

> ***3.That you have intended to purchase the said unit with leasing arrangement and in terms of builder buyer agreement, the company shall be authorized to put the said unit on lease for and on your behalf (individually or in combination with other adjoining units)*** *as and when the said unit is ready and fit for occupation. The company expects to lease the said unit (individually or in combination with other adjoining units) at minimum lease rent of Rs.131/- per sq. ft. per month on super area of said unit for the first lease. However, in the event the achieve lease rent being higher or lower than Rs.131/- per sq. ft. as aforesaid, the following would be applicable.*
> *A. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be refunded amount calculated @Rs.141.18/- per sq. ft. for every Rs.1/- by which achieved rent is less than Rs.131/- per sq. ft.*
> *B. If the achieved rate of rent is less than Rs.131/- per sq. ft., you will be liable to pay additional sale consideration calculated @Rs.70.59/- per sq. ft. on super area of said unit for every rupee of additional rent achieved over Rs.131/- per sq. ft.*
>
> ***[Emphasis Supplied]***

56. Therefore, the complainants herein are not entitled to seek physical possession of the said unit, as the same is intended for leasing purposes, either individually or in combination with other adjoining units.

H.VI Direct the respondent to execute BBA or agreement to sale in favour of complainants with respect to unit in question;

57. The respondent-promoter is directed to execute the agreement to sale with the complainants-allottee(s) with the same price and as per the agreed terms and conditions, as agreed in allotment letter within 30 days of this order.

H.VII Direct the respondent to execute and register a conveyance deed/sale deed in favour of complainants with respect to unit in question;

58. The Authority further observes and deems fit that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

59. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the subject unit along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the OC from the competent authority.

60. As per Section 17 (1) of the Act, 2016 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."

61. The Authority observes that occupation certificate in respect of the project where the subject unit is situated has been obtained by the respondents/ promoter on 06.09.2021. Thus, the respondent no.1 is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. Further, as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

62. In view of above, the respondent no.1 shall execute the registered conveyance deed of the allotted unit within 30 days, upon payment of requisite stamp duty and other outstanding dues, if any, by the complainants, as per norms of the state government.

H.VIII Initiate penalty proceedings and/or impose penalty/ies on respondents for violation and contravention of mandatory provisions of Section 13(1) of RERA Act, 2016;

H.IX Take necessary penal action again respondents for charging on Super area instead of carpet area;

H.X Initiate proper proceedings and/or impose penalty/ies on respondents for adopting unfair practices or irregularities as per explanation to Section 7 of RERA Act, 2016;

H.XI Initiate appropriate proceedings and/or impose penalty/ies against respondents for violation and contravention of provisions of Section 3 of RERA Act, 2016 in offering the units for sale in Sector 83 by project name – 'Vatika One on One' without being registered the same with RERA authorities under RERA Act, 2016; and (Only sought in CR/1765/2024)

63. The above-mentioned reliefs sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

64. On consideration of the documents available on record, the Authority observes that in CR/1765/2024, vide allotment letter dated 18.05.2015, the promoter has allotted a unit/ space bearing no. P-787 having 750 sq. ft. super area to the complainants in project "Vatika One on One" at Sector-83, Gurugram. It is an admitted position, as per the record available before the Authority, no project

bearing the name "Vatika One on One" at Sector-83, Gurugram, is registered with the Authority except the only project registered with the Authority under the name of "Vatika One on One" at Sector-16, Gurugram, bearing RERA Registration No. 237 of 2017 dated 20.09.2017, pertaining to Phase-1.

65. It is further observed that the promoter had already received an amount of Rs.46,51,00/- against sale consideration of Rs.61,87,500/-, which is approximately 75.16% of sale consideration, without entering into agreement for sell, which is a clear violation of Section 13(1) of the Act, 2016.

66. In view of the reasons quoted above and documents available on record, the Authority hereby directs the planning branch of the Authority to initiate the appropriate penal proceedings against the promoter under Section 59 in terms of the violation of Section 3 of the Act, 2016, as well as under Section 61 in terms of the violation of Section 13(1) of the Act, 2016, thereof, in accordance with law.

H.XII To direct the respondent to provide to complainants the copy of lease agreement including all its annexures, if any, of the leased-out unit.

67. The above-mentioned relief sought by the complainants was not pressed by the complainant counsel during the arguments in the passage of hearing. The Authority is of the view that the complainants does not intend to pursue the above-mentioned relief sought. Hence, the Authority has not raised any finding w.r.t to the above-mentioned relief.

H.XIII Direct the respondents to pay a compensation to complainants as provided under provisions of Section 12, 18(3), 19(4) of RERA Act, 2016;

H.XIV Direct the respondents to pay a sum of Rs.1,00,000/- towards cost of this complaint proceedings/litigation to complainants;

68. The complainants are also seeking relief w.r.t compensation and litigation costs. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP & Ors.*** (supra) has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and litigation cost.

I. Directions of the Authority:

69. 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 no.1 is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.130.15/- per sq. ft. per month from the date the payment of assured returns has not been made i.e., October, 2018 till completion of construction and thereafter, Rs.131/- per sq. ft. per month after the completion of the building till three years or till the date the said unit is put on lease whichever is earlier. Thereafter, the lease rentals shall be payable to the complainants in terms of clause 3 of allotment letter.

ii. In ***CR/1765/2024***, the assured return is payable at the agreed rate of Rs.130.15/- per sq. ft. from the date the payment of assured returns has not been made i.e., October, 2018 till the building is ready for fit-outs.

iii. The respondent no.1 is directed to pay the above outstanding accrued assured return amount till date within a period of 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainants and failing which that amount would become payable with interest @ 8.80% per annum till the date of actual realization.

iv. The respondent no.1/ promoter is directed to execute the agreement to sale with the complainants/ allottee(s) with the same price and as per the agreed terms and conditions, as agreed in allotment letter within 30 days of this order.

v. The respondent no.1 is further directed to execute the registered conveyance deed of the allotted unit within a period of 30 days, upon payment of requisite stamp duty and other outstanding dues, if any, by the complainants, as per norms of the state government. Further, as per Section

19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

vi. The planning branch of the Authority is hereby directed to initiate penal proceedings against promoter in respect to violation of the provisions of the Act, 2016.

70. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of due date of possession, total sale consideration, amount paid against the allotted unit and assured return paid by the respondent/ promoter is mentioned in each of the complaints.

71. Complaints as well as applications, if any, stand disposed of, accordingly.

72. True certified copy of this order shall be placed in the case file of each matter.

73. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026

HARERA
GURUGRAM