



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 2701 OF 2019

Deep Gupta and Rahul Gupta

....COMPLAINANTS

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

2. COMPLAINT NO. 2704 OF 2019

Shalini Anand and Manish Anand

....COMPLAINANTS

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

3. COMPLAINT NO. 2858 OF 2019

Alka Gupta

....COMPLAINANT

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

4. COMPLAINT NO. 827 OF 2020

Vatsal Giri

....COMPLAINANT

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

5. COMPLAINT NO. 123 OF 2021

Akshaya Chandan

....COMPLAINANT

VERSUS

Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

6. COMPLAINT NO. 842 OF 2021

Satywan Singh Kharb

....COMPLAINANT

VERSUS



Dwarkadhis Projects Pvt. Ltd.

....RESPONDENT

**CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar**

**Member
Member**

Date of Hearing: 16.11.2023

Hearing: 12th (in complaint no. 2701/ 19)

12th (in complaint no. 2704/ 19)

12th (in complaint no. 2858/ 19)

9th (in complaint no. 827/ 20)

20th (in complaint no. 123/ 21)

10th (in complaint no. 842/ 21)

Present: - Sh. Bhanu Tyagi Advocate, proxy counsel for complainant (in complaint no. 123/2021) through VC

Ms. Annanya Giri Advocate, counsel for complainant (in complaint no. 827/2020) through VC

Sh. Tarun Gupta, counsel for complainants (in complaint no. 2701,2704, 2858/2019) through VC

None for complainant (in complaint no. 842/2021)

Sh. Mukul Gupta Advocate, counsel for respondent in all the captioned cases



ORDER (NADIM AKHTAR - MEMBER)

1. A perusal of captioned cases reveals that complainants in captioned complaints had mentioned in their pleading that a Memorandum of Understanding has been executed between respondents and all complainants, on different dates. As per clause 2 of the said MOU, respondent had undertaken to make a fixed payment of an amount calculated @ 6% per sq.ft per month on super area basis. Relevant portion of the said clause is reproduced below:

“ that as per agreed between the parties and subject to Buyer(s) fulfilling all his/her/their obligations(s) under this MOU, Application Form, Allotment Letter, Agreement to Sell, Demand Letter and timely receipt of payments (s) as per Agreement to Sell from the buyers(s) to the Developer, the Developer undertakes to make a fixed payment of an amount calculated @ Rs. 6/- per Sq.ft. per month on super area basis(herein after referred to as Assured Returns”). The rental shall be applicable from the next month from the date of this MOU and the rental of the preceding month shall be payable by 15th day of the succeeding month to the buyer(s) i.e. w.e.f... till the offer of possession (hereinafter referred to as the Assured Return Period) as per the terms and conditions of MOU. In case the buyer(s) fails/breach or is unable to fulfil any of his obligation(s) under this MOUU and/ or the Application form, Allotment letter, Demand Letter and Agreement to Sell or any other correspondence from the developer, then the Developer at its sole discretion may withdraw the assured return scheme and adjust/debit the entire amount already paid against as the assured return to the buyer(s) towards the outstanding dues/payments.”

2. It has also been mentioned in the pleadings of the complainants that in compliance of the above clause, certain payments were made by



respondent to the complainants. However, Later on, respondent had stopped making said payments.

3. The matter with regard to jurisdiction of this authority to decide the matters pertaining to assured returns is already pending for adjudication before Hon'ble Punjab and Haryana, High Court vide *CWP No. 26740-2022 (O&M) titled as Vatika Ltd v. Union of India and Anr*, which is now listed for hearing on 22.11.2023.
4. Keeping in view the aforesaid circumstances, the Authority decides to await the outcome of the above stated writ petition.
5. Cases are adjourned to **28.02.2024**.



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DR. GEETA RATHEE SINGH
[MEMBER]



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NADIM AKHTAR
[MEMBER]