

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

Complaint no. : 3191 of 2025
Date of complaint : 27.06.2025
Date of order : 13.02.2026

1. Vikas Verma,
2. Dev Raj Verma,
3. Geeta Verma,

All R/o - H. No. 1531, Maruti Vihar, Mehrauli road,
Chakarpur, Near Sahara Mall, Gurugram-122002.

Complainants

Versus

M/s Imperia Structures Limited.

Having Regd. Office At: A-25, Mohan Cooperative
Industrial Estate, Mathura Road, New Delhi-110044.

Respondent

CORAM:

Arun Kumar

Chairman

APPEARANCE:

Sanjeev Dhingra (Advocate)
Shubham Mishra (Advocate)

Complainants
Respondent

ORDER

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

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"MindSpace", Sector 52, Gurugram
2.	Project area	8.36 acres
3.	Nature of the project	IT Park/Cyber Park
4.	DTCP license no. and validity status	86 of 2010 dated 23.T0.2010 valid upto-22.10.2020
5.	Name of licensee	Baakir Real Estate Pvt Ltd and 2 others
6.	RERA Registered/ not registered	240 of 2017 dated 25.09.2017 for 2.2 acres
7.	RERA registration valid up to	31.12.2020
8.	Unit no.	IMP-B-0141 [on page 37 of complaint]
9.	Unit area admeasuring	500 sq. ft. [on page 37 of complaint]
10.	Date of MOU	06.12.2011 [on page 26 of complaint]
11.	Lease rental clause	<i>d. That the Developer will pay Rs.53.50/- per sq. ft. per month on 500 sq. ft. as an assured return to the Allottee(s) from OCT, 2012 till offer of possession of the Space. Thereafter, the Developer shall pay Rs. 50/- per sq. ft. per month on 500 sq. ft. as assured rental till the offered space is leased out to intended Lessee. The Developer has represented to the Allottee (s) that the possession of the Said Unit shall be handed over by the Developer to the Allottee(s) that the possession of the Said Unit shall be handed over by the Developer to the Allottee (s) but in the event of virtual space the space will be registered in favour of Allottee (s) and handed over to</i>

		<i>the Lessee within a maximum period of 2 years after approval of Building Plans of the Said Project from the competent authorities of the said project subject to force majeure.</i> [page no. 35 of complaint]
12.	Date of execution of BBA	Not executed
12.	Possession clause	Not on record
13.	Due date of possession	31.12.2020 (the project completion date as declared by the promoter while registering the project with the Authority)
14.	Total sale consideration	Rs.34,45,026/- (as per SOA on page 43 of complaint)
15.	Amount paid by the complainant	Rs. 29,92,426/- (as per SOA on page 43 of complaint)
16.	Occupation certificate /Completion certificate	02.06.2020 (page no. 26 of reply)
17.	Fit-out offer of possession	15.07.2019 (page no. 37 of complaint)
18.	Offer of possession	06.07.2020 (page 29 of reply)
19.	Final reminder for holding and maintenance charges	11.04.2025 [on page 57 of complaint]
20.	Letter for execution of conveyance deed for virtual office space	18.10.2022 (page no. 44 of complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions:

1. That on 14.09.2011, complainants were approached by the respondent in relation of booking of unit/office space bearing No. IMP-B- 0141(A 7th Floor 042), and super area measuring 500 sq. ft. in the project "Imperia Mindspace (Formerly known as Imperia Byron)" situated in Sector -62, District Gurgaon, Haryana for a total basic sale consideration of Rs.29,10,000/-. The complainants had booked the unit/office space in

- the above said project of the respondent and the complainants issued a cheque no. 521139 to the respondent of Rs.3,00,000/- at the time of booking of unit, for the same respondent issued the receipt no. 0180 to the complainants.
- II. That on 29.10.2011, complainants paid an amount of Rs.11,92,466/- (including service tax of Rs. 37,466/-) to the respondent through cheque bearing no. 080015 dated 29.10.2011 drawn bank State Bank of Travancore.
 - III. That on 06.12.2011, the complainants and respondent entered into a memorandum of understanding in respect of unit/office space bearing No. IMP-B- 0141(A 7th Floor 042), and super area measuring 500 sq. ft. in the said project.
 - IV. That as per Annexure A of the Memorandum of Understanding dated 06.12.2011, the respondent assured to the complainants that the respondent will pay Rs. 53.50/- per sq. feet per month on 500 sq.ft as an assured return to complainants from October 2012 till offer for possession of the space/unit. Thereafter, the respondent shall pay Rs.50/- per sq. ft. per month on 500 sq. ft as an assured rental till the offered space/unit is leased out to the intended lessee. The respondent further assured to the complainants that the possession of the said unit shall be handed over by the respondent to the complainants but in the event of virtual space/unit the space will be registered in favour of complainants and handed over to the lessee within a maximum period of 2 years after approval of building plans of the said project.
 - V. That the respondent failed to abide the terms and conditions of the Memorandum of Understanding. That many times cheques issued by the respondent to the complainant against the assured return got dishonored and also failed to hand over the physical possession to the complainants/intended lessee within a maximum period of 2(two)

years after the approval of building plans of the said project.

- VI. That on 15.07.2019, after 8 years finally respondent had offered the possession to the complainants and directed to pay an amount of Rs.7,32,496/-. It is mentioned in the above said letter that respondent will pay the lease rent for a period of three years from the date of offer of possession i.e. 36 months, commencing from August 2019 to July 2022 to the complainants. The complainants were shocked when they saw an amount of Rs.7,32,496/- is pending because assured return of many months were pending then complainant approached to the respondent.
- VII. That on 08.08.2019 respondent had sent an email to the complainant in which respondent mentioned that after the all adjustments against possession demand complainants has to pay an amount of Rs.2,06,987/- to the respondent as full and final settlement till 08.08.2019 in response of this, complainants have paid an amount of Rs.2,06,987/- to the respondent. That till 08.08.2019 complainant has paid the entire amount of Rs.29,92,426/- including tax to the respondent and nothing is due against the complainants.
- VIII. That respondent failed to pay the lease rent for a period of three years from the date of offer of possession i.e. 36 months, commencing from August 2019 to July 2022 to the complainants as per the letter dated 15.07.2019 (Letter of offer for possession) which shall be extendable for two more terms of 3 years each as per clause 8(b) of MOU dated 06/12/2011 and for the same complainants many times approached to the respondent.
- IX. That on 18.10.2022 respondent sent a letter to the complainants for the execution of conveyance deed in respect of the unit/space but in the said letter respondent did not mention any amount and fees towards the stamp duty and registration charges which are necessary for the

execution of conveyance deed. The complainants had sent emails dated 03.01.2023, 05.01.2023, 07.01.2023, 15.01.2023, 17.01.2023, 22.01.2023, 19.08.2023, 19.09.2023, 22.11.2023 and 19.12.2023 to the respondent for confirmation of the procedure and formalities which are necessary for the registration of conveyance deed but the respondent did not reply of the above said emails

- X. That complainants had also sent an email dated 01/03/2023 and 21/08/2023 to the respondent for the not making the payment of lease rent/assured return for a period of three years from the date of offer of possession i.e. 36 months, commencing from August 2019 to July 2022 which shall be extendable for two more terms of 3 years each as per clause 8(b) of MOU dated 06/12/2011 and for the non-execution of conveyance deed in favour of complainants.
- XI. That complainants were shocked when they received a letter/final notice dated 11.04.2025 from the respondent for levied of holding and maintenance charges against the unit/space.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- i. Direct the respondent to pay lease rent as per the MoU.
 - ii. Direct the respondent to handover possession and to execute conveyance deed.
 - iii. Declare the letter dated 11.04.2025 issued by the respondent as illegal.

D. Reply by the respondent:

5. The respondent vide its reply dated 15.10.2025 has contested the complaint on the following grounds:
- i. That the present complaint has been filed seeking lease rent in respect to a virtual space measuring 500 sq.ft. for a total sale consideration of Rs.34,45,026/- (inclusive of applicable taxes and charges) allotted to the complainants in the project namely "The Mindspace" situated at Sector 62, Gurugram.

- ii. That the cause of action, if any, arose more than five years prior to the filing of the present complaint. Accordingly, the present complaint is barred by limitation.
- iii. That the offer of possession for fit-outs was issued by the respondent on 15.07.2019 for the unit at the time of anticipation of OC. Further, the occupancy certificate was obtained on 02.06.2020 and possession was duly offered to the complainants vide communication dated 06.07.2020 whereby they were informed about the receipt of OC and were requested to clear the outstanding dues and proceed with the execution of conveyance deed.
- iv. That the respondent company entered the Corporate Insolvency Resolution Process vide order dated 31.08.2023, passed by the Hon'ble National Company Law Tribunal. During the period of the moratorium, which lasted for six months, all operations of the respondent company were suspended.
- v. That in terms of Section 19(10) of the Act, 2016, it is the statutory obligation of the allottee to take possession of the unit within two months from the date of receipt of the OC. In the present case, despite repeated communications and requests made by the respondent for executing the conveyance deed, the complainants failed to comply with the same.
- vi. That despite being clearly informed of the requisite steps to be taken from their end, the complainants failed to comply with the same, resulting in delay in execution of the conveyance deed, which is solely attributable to their own inaction and non-cooperation.
- vii. That the complainants have been fully aware of the fact that the OC has been obtained for the subject unit. It is pertinent to mention that the respondent company has been maintaining the building and the subject space from its own resources ever since the grant of OC, and continues

to incur maintenance expenses on account of the complainants' failure to take possession. It is evident that despite communications and reminders, including letter dated 18.10.2022, the complainants have deliberately withheld themselves from taking possession, seemingly in an attempt to unjustly claim delayed possession charges. A letter dated 12.12.2022 was again sent to the complainants, calling upon them to appear for the execution of the conveyance deed. In view of the continued default and non-cooperation on the part of the complainants, the respondent is constrained to claim holding charges and maintenance dues, which as of date cumulatively amount to Rs.9,80,500/-. Further, the complainants were again reminded of their dues vide final notice dated 11.04.2025.

- viii. That the complainants have been duly intimated on multiple occasions regarding the outstanding maintenance charges, as already submitted above. Since these charges remain unpaid, the respondent has been constrained to bear the expenses from its own resources.
- ix. That as the space allotted to the complainants is in the nature of a virtual, non-demarcated and non-identifiable share of a larger commercial property. By its very character, such allotment does not admit of any division into a specific demarcated area and, consequently, no physical possession in terms of identifiable boundaries or deliverable premises can ever be handed over to the complainant.
- x. That the RERA Act, 2016, in its entirety, does not anywhere recognize, define, or regulate the concept of virtual space. The legislative intent, as is apparent from the scheme of the Act, pertains exclusively to real estate assets that are corporeal in nature namely, apartments, plots, and buildings. All such assets are legally contemplated only in the context of transferability and deliverability through physical possession and occupation. In this context, the absence of any legal recognition of

- virtual or undivided fractional commercial space under the statutory framework underscores that transactions involving such constructs fall outside the purview and regulatory ambit of the RERA Act.
- xi. That the issue pertaining to rentals, being compensatory in nature, does not fall within the jurisdiction of this Authority.
 - xii. That the respondent is ready and willing to execute the conveyance deed in favour of the complainants; however, such execution is subject to the clearance of all outstanding dues payable by the complainants.
6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.1 Territorial Jurisdiction

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.

E.II Subject-matter Jurisdiction

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

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) 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.

8. 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.

F. Findings on the objections raised by the respondent:**F.I Objection regarding complaint being barred by limitation.**

9. The respondent has raised an objection that the complaint is barred by limitation the cause of action, if any, arose more than five years prior to the filing of the present complaint. On consideration of the documents available on record and submissions made by the party, the Authority observes that as per clause 'd' of the MoU dated 06.12.2011, the respondent was obligated to pay lease rental at the agreed rate, from the date of offer of possession till the offered space is leased out to intended lessee. As per record, neither the respondent has paid any lease rent as per the terms of the MoU, nor has put the space in question on lease till date. Accordingly, the cause of action is continuing till date and recurring in nature. The Authority relied upon the Section 22 of the Limitation Act, 1963, Continuing breaches and torts and the relevant portion are reproduced as under for ready reference: -

22. Continuing breaches and torts-

In the case of a continuing breach of contract or in the case of a continuing tort, a fresh period of limitation begins to run at every moment of the time during which the breach or the tort, as the case may be, continues.

Keeping in view the aforesaid facts and legal position, the objection with regard to the complaint barred by limitation is hereby rejected.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to pay lease rental as per MoU.

G.II Direct the respondent to handover possession of the unit and to execute conveyance deed.

10. The complainants are seeking relief with respect to payment of lease rental as per the memorandum of understanding executed between the parties dated 06.12.2011. The Authority observes that vide clause 5 and 8 of the MoU dated 06.12.2011, the complainants have authorised the respondent to negotiate, finalize, effectuate and enter into the lease deed and other requisite documents, agreements and deeds in respect of the unit, with any suitable and prospective lessee/tenants. Further, as per clause 'd' of the Annexure A annexed with the MoU dated 06.12.2011, the respondent promised and assured to the complainants that it shall pay Rs.50/- per sq. ft. per month on 500 sq. ft. as assured rental from the date of offer of possession till the offered space is leased out to the intended lessee. The relevant portion of clause 'd' of MoU is reproduced below for the ready reference:

'Annexure A'

d) "That the Developer will pay Rs.53.50/- per sq. ft. per month on 500 sq. ft. as an assured return to the Allottee(s) from OCT, 2012 till offer of possession of the Space. Thereafter, the Developer shall pay Rs. 50/- per sq. ft. per month on 500 sq. ft. as assured rental till the offered space is leased out to intended Lessee. The Developer has represented to the Allottee (s) that the possession of the Said Unit shall be handed over by the Developer to the Allottee(s) that the possession of the Said Unit shall be handed over by the Developer to the Allottee (s) but in the event of virtual space the space will be registered in favour of Allottee (s) and handed over to the Lessee within a maximum period of 2 years after approval of Building Plans of the Said Project from the competent authorities of the said project subject to force majeure..."

11. Further as per Section 11(4)(a) of the Act of 2016, the promoter is responsible for all obligations and responsibilities as per the provisions of

the Act or the terms agreed as per agreement for sale. The relevant portion of Section 11(4)(a) is reproduced below:

(4) The promoter shall

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

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

12. The respondent vide 'offer of fit-out and commencement of lease rent' letter dated 15.07.2019, admitted its liability to pay lease rent from August 2019 till July 2022 or till the date the unit is leased out to any intended lessee, whichever is earlier. However, as per the MoU dated 06.12.2011, the respondent was liable to pay lease rental from the date of offer of possession till the date the space is leased out to any intended lessee by the respondent. The Authority observes that the occupation certificate for the project in question was received by respondent from the competent authority on 02.06.2020. Therefore, the said offer of possession for fit-out made before the grant of OC cannot be considered as a valid offer of possession. Further, it is to be noted that the the respondent after receipt of occupation certificate on 02.06.2020 issued an 'offer of possession' letter dated 06.07.2020, but the unit of the complainant has not been put on lease till date. In light of the reasons mentioned above, the Authority is of the view that as per the MoU dated 06.12.2011, it was obligation on part of the respondent to pay the committed lease rent and to put the unit of the complainant on lease. It is necessary to mention here that the respondent has failed to fulfil its obligation as agreed inter se both the parties in MoU dated 06.12.2011. Accordingly, the liability of the

respondent to put the unit on lease and to pay committed lease rental as per the MoU is still continuing.

13. In view of the above, the respondent/promoter is directed to pay lease rental at the agreed rate i.e. @Rs.50/- per sq. ft. per month on 500 sq. ft. to the complainant from the date of valid offer of possession i.e. 06.07.2020 till the offered space is leased out to intended lessee, as per the terms of memorandum of understanding dated 06.12.2011.
 14. The Authority further observes that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and 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.
 15. The possession of the subject unit has already been offered to the complainants after obtaining occupation certificate on 02.06.2020. Therefore, the respondent/promoter is directed to handover possession in terms of the MoU dated 06.12.2011 and to get the conveyance deed of the allotted unit executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
- G.III Declare the letter dated 11.04.2025 issued by the respondent as illegal.**
16. The complainants have submitted that vide letter dated 11.04.2025, the respondent is illegally raising demand towards maintenance and holding charges from them. The respondent has submitted that despite repeated communications and reminders, the complainants have deliberately withheld themselves from taking possession. In view of the continued default and non-cooperation on the part of the complainants, the respondent is constrained to claim holding charges and maintenance dues,

which as of date cumulatively amount to Rs.9,80,500/-. The Authority observes that the occupation certificate for the tower in question was obtained by the respondent on 02.06.2020, whereas possession of the unit was offered to the complainants only on 06.07.2020. Therefore, the demand on account of maintenance charges can only be demanded by the respondent at the time of offer of possession of unit to the complainants and not before. Further, the respondent cannot not to charge any amount against holding charges from the complainants at any point of time even after being part of the buyer's agreement as per law settled by *Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020*. In view of the above, the demand with respect to holding charges is hereby set-aside. However, the respondent can charge maintenance charges from the complainants, from the date of offer of possession i.e. 06.07.2020 only.

H. Directions of the authority:

17. 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 is directed to pay lease rental at the agreed rate i.e. @Rs.50/- per sq. ft. per month on 500 sq. ft. to the complainants from the date of valid offer of possession i.e. 06.07.2020 till the offered space is leased out to intended lessee, as per the terms of memorandum of understanding dated 06.12.2011.
 - ii. The respondent is directed to handover possession of the unit/space to the complainants in terms of the MoU dated 06.12.2011 and to get the conveyance deed of the allotted unit/space executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on

- payment of stamp duty and registration charges as applicable within three months from the date of this order.
- iii. The respondent is directed not to charge any amount against holding charges from the complainants/allottee at any point of time even after being part of the agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020. However, the respondent can charge maintenance charges from the complainants, from the date of offer of possession i.e. 06.07.2020 only.
- iv. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
18. Complaint as well as applications, if any, stands disposed of accordingly.
19. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026