

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

Complaint no. : **801 of 2025**
Date of filing : **28.02.2025**
Date of decision : **11.11.2025**

Shailendra Gupta

R/o: - H. No. F-1201, Park View City-1, Sohna Road,
Sector-48, Gurugram

Complainant

Versus

M/s Neo Developers Pvt. Ltd.

Regd. Office at: - 32-B, Pusa Road, New Delhi-
110005

Respondent

CORAM:

Shri Ashok Sangwan

Member

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Gaurav Bhardwaj (Advocate)

Counsel for Complainant

Shri E. Krishna Dass (Advocate)

Counsel for Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	Neo Square, Sector-109, Gurugram
2.	Project area	2.71 acres
3.	Nature of the project	Commercial Colony
4.	RERA Registered or not	Registered Vide no. 109 of 2017 dated 24.08.2017 valid upto 22.02.2024
5.	DTCP License no.	102 of 2008 dated 15.05.2008 valid up to 14.05.2025
6.	Buyer's agreement	02.12.2019 (As per pg. no. 46 of the complaint)
7.	Unit Type	Food Court (300) (As per SOA on pg. no. 84 of the complaint)
8.	Unit no.	Priority No. 113 at 3 rd floor (As per pg no. 49 of the complaint)
9.	Unit area admeasuring	300 Sq. Ft. (As per pg no. 49 of the complaint)
10.	Date of MoU	02.12.2019 (As per pg no. 72 of the complaint)
11.	Possession Clause	<i>3. The company shall complete the construction of the said Building/Complex, within which the said space is located within 36 months from the date of execution of this Agreement or from the start of construction, whichever is later and apply for grant of completion/ Occupancy Certificate.</i>

		<i>(Pg no. 74 of the complaint)</i>
12.	Assured return Clause	<p>4. <i>The Company shall pay a Penalty of Rs. 29,973/- (Rupees Twenty-Nine Thousand Nine Hundred Seventy-Three Only) per month on the said Unit, on the Total amount received with effect from 03rd December 2020 (Effective Date II) subject to TDS, Taxes, any other levy which is due and payable by the Allottee(s) and which shall be adjusted in total sales consideration; the balance total sale consideration shall be payable by the allottee(s) to the company in accordance with the payment schedule annexed as Annexure I. The penalty shall be paid to the Allottee(s) from end of effective date till the date of offer of possession letter date, on pro-rata basis.</i></p> <p><i>(Pg no. 75 of the complaint)</i></p>
13.	Due date of possession	<p>02.05.2023</p> <p>(Due date to be calculated 3 years from the execution of buyer's agreement i.e., 02.12.2019, being later, plus grace period of 6 months)</p> <p><i>(Note: Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020)</i></p>
14.	Total consideration Sale	<p>Rs. 25,23,576/-</p> <p>(As per MoU on pg no. 74 of the complaint)</p> <p>Rs. 32,79,558/-</p> <p>(As per SOA on pg. no. 84 of the complaint)</p>
15.	Amount paid by the complainant	<p>Rs. 19,78,483/-</p> <p>(As per SOA on pg. no. 84 of the complaint)</p>
16.	Occupation certificate	<p>14.08.2024</p> <p>(As per DTCP site)</p>
17.	Offer of possession	04.11.2024

(As per pg no. 82 of the complaint)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- a. The respondent company, M/s Neo Developers Private Limited is a private limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate.
- b. That, the complainant booked a commercial space in the said project by paying an amount of Rs.3,00,000/- vide instrument bearing no. 301594 dated 26.08.2019 drawn from ICICI Bank.
- c. That, believing the false assurances and misleading representations of the respondent in their advertisements and relying upon the goodwill of the respondent company, the complainant further made payment of Rs. 16,78,483/- vide instrument bearing no. 301596 dated 29.11.2019 drawn on ICICI Bank towards the purchase of the said commercial space.
- d. That the complainant has made a total payment of Rs. 19,78,483 /- against the total sale consideration of Rs. 25,23,576/- prior to execution of Memorandum of Understanding and Builder Buyer Agreement.
- e. That thereafter, a buyer agreement was executed between the complainant and the respondent on 02.12.2019 wherein under clause 5.2, the respondent undertook to complete construction, handover possession of the unit in question within 36 months from the date of execution of buyer agreement i.e. by 02.12.2022.
- f. That the complainant raised several objections to various terms and conditions of the said buyer agreement but the respondent clearly stated that the execution of buyer agreement is merely a formality. Deposing faith upon the respondent, the complainant agreed to the said buyer agreement.

- g. That pursuant to the afore-mentioned payment by the complainant, the respondent executed an MOU dated 02.12.2019 with the complainant thereby allotting the commercial space priority no. 113 located in 3rd Floor.
- h. That prior to execution of the said MOU, the complainant opted for "Possession Link Payment Plan" and has agreed that the basic sale consideration for allotment of the unit is Rs.8411.92/- admeasuring super area 300 per sq. ft and the complainant made 80% payment against the total basic sale price of Rs. 25,23,576/-.
- i. That as per clause 4 of MOU the respondent shall pay a penalty of Rs. 29,973/- to the complainant on the total amount received with effect from 03.12.2020 (Effective Date-II) until the date of offer of possession.
- j. That till date, the respondent failed in handing over of possession and monthly assured return of Rs. 29,973/- on the total amount received as per the MOU. It is pertinent here to mention that the respondent assured to pay the monthly assured return to the complainant but the complainant has not been received any assured return till date. the continuous atrocity of the respondent company has caused severe mental agony and financial harassment to the complainant.
- k. That, later, vide letter dated 04.11.2024 titled as "Demand Notice and Offer of Possession", the respondent informed the complainant about grant of occupation certificate and offered the possession of the unit bearing no. Priority no. 113 to the Complainant. Subsequently, the respondent requested the complainant to clear the pending dues as per Annexure – I of the said letter dated 04.11.2024. However, to the utter shock of the Complainant, as per the said Annexure – I of the afore-mentioned letter, the respondent raised an additional demand of Rs.

14,49,794/- whereas as per the Annexure – I of the BBA, the pending dues amount to Rs. 5,45,093/-

- I. It is to be noted that the complainant had already made 80% payment in 2020. The respondent again exerted undue pressure upon the complainant to pay CAM charges and other fees as demanded by the maintenance service provider.
- m. That the respondent simply duped the complainant of her hard-earned money and life savings. The aforesaid arbitrary and unlawful acts on the part of respondent have resulted in to extreme kind of financial hardship, mental distress, pain and agony to the complainant.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. Direct the Respondent to pay delayed possession charges to the Complainant on the principal amount paid by the Complainant, from the due date of possession till the date of actual handing over of possession.
 - II. Direct the Respondent to pay pending Assured Return for a Period of 03.12.2020 till 04.11.2024 amounting to Rs. 20,22,212/- (along with interest @11.10/% from the Effective Date II until the offer of possession letter date).
 - III. Direct the Respondent not to charge any amount beyond the amount as mentioned in Builder Buyer Agreement.
 - IV. Direct the Respondent to not levy any holding charges from the Complainant.
 - V. Direct the Respondent to not levy any maintenance charges from the Complainant till date of actual handover.
5. The respondent-promoter were given various opportunity for filing of reply, the respondent has failed to comply with the orders of the authority. It shows

that the respondent is intentionally delaying the procedure of the court by avoiding filing of the written reply. Therefore, vide proceeding dated 19.08.2025, the respondent proceeded ex-parte. Despite due service of notice through speed post as well as through email, none has put in appearance on behalf of respondent nor reply has been filed on its behalf before the Authority till 09.09.2025. In view of the above, the respondent is hereby proceeded ex-parte. Subsequently, on 14.10.2025, the counsel for the respondent appeared and was granted an opportunity to file written submissions. However, the same was not availed by the respondent. Hence, in view of the same, the Authority is deciding the complaint on the basis of these undisputed documents available on record and submissions made by the complainant.

D. Jurisdiction of the Authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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.

D.II Subject-matter jurisdiction

8. 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) The promoter shall-

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

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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

E. Findings on the relief sought by the complainant.

- I. **Direct the Respondent to pay pending Assured Return for a Period of 03.12.2020 till 04.11.2024 amounting to Rs. 20,22,212/- (along with interest @11.10/% from the Effective Date II until the offer of possession letter date).**
- II. **Direct the Respondent to pay delayed possession charges to the Complainant on the principal amount paid by the Complainant, from the due date of possession till the date of actual handing over of possession.**

E.1) Assured Returns

10. The complainant is seeking unpaid assured returns on monthly basis as per the terms of the MoU dated 02.12.2019 at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the said MoU.

11. It is to be seen as to whether an allottee is entitled to assured returns in a case where he has deposited substantial amount of sale consideration against the allotment of a unit with the builder at the time of booking or immediately thereafter and as agreed upon between them.
12. It is to be noted that the Government of India enacted the Banning of Unregulated Deposit Schemes Act, 2019 to provide for a comprehensive mechanism to ban the unregulated deposit schemes, other than deposits taken in the ordinary course of business and to protect the interest of depositors and for matters connected therewith or incidental thereto as defined in Section 2 (4) of the BUDS Act 2019.
13. 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.
14. 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 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. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that

the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the said memorandum of understanding.

15. In the present complaint, the assured return was payable as per clause 4 of the MoU dated 02.12.2019, which is reproduced below for the ready reference:

Clause 4.

The Company shall pay a Penalty of Rs. 29,973/- (Rupees Twenty-Nine Thousand Nine Hundred Seventy-Three Only) per month on the said Unit, on the Total amount received with effect from 03rd December 2020 (Effective Date II) subject to TDS, Taxes, any other levy which is due and payable by the Allottee(s) and which shall be adjusted in total sales consideration; the balance total sale consideration shall be payable by the allottee(s) to the company in accordance with the payment schedule annexed as Annexure I. The penalty shall be paid to the Allottee(s) from end of effective date till the date of offer of possession letter date, on pro-rata basis.

16. Thus, as per the abovementioned clause the assured return was payable @Rs.29,973/- per month w.e.f. 03.12.2020, till the offer of possession.
17. In light of the above, the Authority is of the view that as per the MoU dated 02.12.2019, it was obligation on part of the respondent to pay the assured return till the offer of possession. The occupation certificate for the project in question was obtained by the respondent on 14.08.2024 and subsequently unit was offered the possession of the unit on 04.11.2024. Accordingly, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @₹29,973/- from the effective date as per clause 4 of the MoU i.e., 03.12.2020 till 04.11.2024.

E.2) Delay Possession Charges:

18. In the present complaint, the complainant intends to continue with the project and are seeking possession of the subject unit and delay possession charges 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"

19. The subject unit was allotted to the complainants vide MOU dated 02.12.2019. In the facts and circumstances of this case, the developer was obligated to complete the construction of the said unit within 36 months from the date of execution of this agreement or from the start of construction whichever is later. The period of 36 months is calculated from the date of BBA i.e., 02.12.2019 being later. The grace period of 6 months is included on account of Covid-19 as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020. Accordingly, the due date of possession comes out to be 02.05.2023.
20. **Admissibility of delay possession charges at prescribed rate of interest:**
The complainant is seeking delay possession charges. Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. 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"

21. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. 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., 11.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85% per annum.
22. 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;"*

23. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% p.a. by the respondent/promoter which is the same as is being liable to be paid to the complainant in case of delay possession charges.
24. On consideration of documents available on record and submissions made by the complainant, 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 delivered within stipulated time i.e., by 02.05.2023.

25. 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?
26. 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 MoU dated 02.12.2019. The assured return in this case is payable as per "MoU". The promoter had agreed to pay to the complainant allottee pay a monthly assured return of @₹29,973/- on the total amount received with effect from 03.12.2020 till the offer of possession letter i.e., 04.11.2024. 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 as Rs. 29,973/- per month whereas the delayed possession charges are payable approximately Rs. 29,652/- per month. By way of assured return, the promoter has assured the allottee that he would be entitled for this specific amount till the offer of possession letter. Moreover, the interest of the allottees is protected even after the completion of the building as the assured returns are payable till the date of said unit/space is put on lease. 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 allottees 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.
27. 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 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.

28. 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 terms of BBA and MoU executed thereto along with interest on such unpaid assured return. As per MoU dated 02.12.2019, the promoter had agreed to pay to the complainant allottee Rs.29,973/- with effect from 03.12.2020 till the offer of possession letter date.
29. Therefore, considering the facts of the present case, the respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs.29,973/- with effect from 03.12.2020 till the offer of possession letter date i.e., 04.11.2024.
30. Accordingly, the respondent is directed to pay the outstanding accrued assured return amount 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 @ 8.85% p.a. till the date of actual realization.

III. Direct the Respondent to not levy any holding charges from the Complainant.

31. The term holding charges or also synonymously referred to as non-occupancy charges become payable or applicable to be paid if the possession has been offered by the builder to the owner/allottee and physical possession of the unit not taken over by allottee, but the flat/unit is lying vacant even when it is in a ready-to-move condition. Therefore, it can be inferred that holding charges is something which an allottee has to pay for

his own unit for which he has already paid the consideration just because he has not physically occupied or moved in the said unit.

32. In the case of *Varun Gupta vs Emaar MGF Land Limited, Complaint Case no. 4031 of 2019 decided on 12.08.2021*, the Hon'ble Authority had already decided that the respondent is not entitled to claim holding charges from the complainant at any point of time even after being part of the builder buyer agreement as per law settled by the *Hon'ble Supreme Court in Civil Appeal nos. 3864-3899/2020 decided on 14.12.2020*. The relevant part of order is reiterated as under-

“134. As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession of the allotted flat except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed.”

Therefore, in view of the above the respondent is directed not to levy any holding charges upon the complainant.

IV. Direct the Respondent to not levy any maintenance charges from the Complainant till date of actual handover.

33. In the case of *Varun Gupta vs Emaar MGF Land Limited, Complaint Case no. 4031 of 2019 decided on 12.08.2021*, the Hon'ble Authority had already decided that the respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

V. Directing the respondent company to withdraw the demand letter dated 02.04.2025 in the said project till the pendency of the present complaint.

34. The complainant has filed Miscellaneous Application No. 338/2025, wherein two letters have been annexed one being the reminder letter No. 2 for demand notice payment and offer of possession, and the other pertaining to the leasing-out communication issued by the respondent on 02.04.2025. In the said leasing letter, the respondent has raised a demand towards fit-out charges amounting to Rs.12,39,000/- and has directed the complainant to make the said payment in favour of a third party, namely *H5 Hospitality LLP*, by providing bank details that do not pertain to the respondent company. The complainant has raised objection towards the fit-out charges raised by the respondent as they were not part of agreement nor the MoU executed between parties. However, on perusal of the MoU executed between the allottee and the promoter, the Authority finds that Clause 8(d) exists in the present MoU and is reproduced herein below:

"That the Allottee(s) further agrees and understand that in case the tenant desires any infrastructural changes in the form of separate sewage arrangement or the gas pipeline or any other change which involves expenses on the part of allottee(s) then in that event the same shall be paid by the Allottee, strictly within the period of 15 days from the day of written notification by the company on the registered e-mail address of the allottee(s). In case the allottee(s) fails to come forward to tender the payment as demanded by the Company then in that event the company shall bear the same from its own pocket and deduct the same from the rent payable to the allottee(s) with monthly interest of 2%. The allottee(s) shall not register any protest towards the deductions from the rental. The rent shall be paid to the allottee(s) in the above-mentioned arrangement defined at clause 8(b) after the expense incurred by the company along with the monthly interest of 2% is recovered by the company from the rent received."

35. The Authority observes that clause 8(d) of the MoU clearly mandates that any expenditure incurred on account of infrastructural or any changes, if

demanded by the tenant, can be recovered from the allottee only after issuance of a written notification by the promoter on the registered e-mail address of the allottee. The said clause does not confer any unfettered or unilateral right upon the promoter to incur expenses on its own accord and thereafter recover the same from the allottee without prior intimation. Such conduct is contrary to the express terms of clause 8(d) as well as the statutory obligations cast upon the promoter under Section 11(4)(d) of the Act, which require the promoter to act in a reasonable and responsible manner. In the present case, the respondent has failed to demonstrate that any prior written intimation or demand, as contemplated under clause 8(d), was issued to the complainant before incurring the alleged fit-out expenses. Consequently, the demand raised vide letter dated 02.04.2025 towards fit-out charges amounting to Rs.12,39,000/- appears to be unilateral, arbitrary, and in violation of the principles of natural justice. In absence of any documentary proof demonstrating transparency, disclosure or lease agreement at the time of leasing between the parties, the arbitrary imposition of fit-outs charges by the respondent cannot be sustained in the eyes of law, hence the same is set-aside.

36. Since the respondent promoter has obtained occupation certificate on 14.08.2024. The respondent is directed to get the conveyance deed executed within a period of three months from the date of this order.

F. Directions of the Authority

37. 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/promoter is directed to pay the penalty/assured return to the complainant at the agreed rate i.e., @Rs.29,973/- from the effective date as per clause 4 of the MoU i.e., 03.12.2020 till offer of possession letter date i.e., 04.11.2024.
- II. The respondent/promoter is directed to pay the outstanding accrued assured return amount at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, failing which that amount would be payable with interest @8.85% p.a. till the date of actual realization.
- III. The Fit-out charges demanded by the respondent are set-aside for the reasons discussed in paragraphs 34 and 35 of this order.
- IV. The respondent shall not charge anything from the complainant which is not part of the MoU or buyers' agreement. The respondent is not entitled to charge holding charges and Labour cess from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by **Hon'ble Supreme Court in Civil Appeal nos. 3864-3889/2020 on 14.12.2020.**
- V. The respondent is directed to recover development charges only on an actual and pro-rata basis, strictly supported by documentary proof of payments.
- VI. The respondent is directed to supply a copy of the updated statement of account after adjusting Assured Returns within a period of 30 days to the complainant.
- VII. The complainant is directed to pay outstanding dues, if any, after adjustment of Assured Returns within a period of 60 days from the date of receipt of updated statement of account.

38. Complaint stands disposed of.
39. File be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.11.2025



(Ashok Sangwan)
Member