

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

Date of Order: 12.02.2026

<b>NAME OF THE BUILDER</b>		<b>M/s Neo Developers Private Limited.</b>	
<b>PROJECT NAME</b>		<b>"Neo Square"</b>	
<b>S. No.</b>	<b>Case No.</b>	<b>Case title</b>	<b>Attendance</b>
1.	CR/906/2025	Sandhya Malik and Prem Malik V/S NEO Developers Private Limited	Hemant Phogat (Complainants) Dushyant Yadav (Respondent)
2.	CR/1401/2025	Priyangbada Datta V/S NEO Developers Private Limited	Hemant Phogat (Complainant) Dushyant Yadav (Respondent)

**CORAM:**

Shri Phool Singh Saini

**Member****ORDER**

1. This order shall dispose of the aforesaid 2 complaints titled 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 agreement for sale/MOU 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, "**Neo Square**" Sector 109, Gurugram being developed by the same respondent/promoter i.e., **M/s Neo Developers Pvt. Ltd.** The terms and conditions of the buyer's agreements/MoU and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking valid offer of possession of the unit along with assured return, waiver of fit out charges and other reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid and amount are given in the table below:

<b>Project Name and Location</b>	"Neo Square", Sector 109, Gurugram, Haryana
<b>Nature of the project</b>	Commercial Colony
<b>Project area</b>	3.08 acres
<b>Occupation certificate</b>	14.08.2024

Sr. No.	Complaint no./title/ date of filing complaint	Unit No. and area admeasuring	Date of execution of agreement for sale and MoU	Assured return clause	Total sale consideration and amount paid by the Complainant
1.	CR/906/2025  Sandhya Malik and Prem Malik V/S NEO Developers Private Limited  DOF: 06.03.2025  RR: 18.11.2025	Unit no. Priority No. 52 And 3 <sup>rd</sup> floor 264 Sq. ft. (page 31 of complaint)	BBA: 16.06.2018 (page 27 of complaint)  MOU: 16.06.2018 (page 55 of complaint)	<b>Clause 04 of MoU</b>  <i>"The company shall pay a monthly return of Rs.25,920/- on the total amount received with effect from 16.06.2018 after deduction of Tax at Source, cess or any other levy which is due and payable by the Allottee(s) to the Company and the balance sale consideration shall be payable by the Allottees to the Company in accordance with the Payment Schedule annexed as Annexure-I. The monthly assured return shall be paid to the Allottee (s) until the commencement of the first lease on the said unit. This shall be paid from the effective date"</i>	T.S.C: Rs. 17,71,214/- (as per demand letter at page no. 67 of complaint)  A.P.: - Rs. 15,12,000/- (as per demand letter at page no. 67 of complaint)

2.	CR/1401/2025  Priyangbada Datta V/S NEO Developers Private Limited  DOF: 25.03.2025  RR: 18.11.2025	Priority No. 69 5 <sup>th</sup> floor  And 500 Sq. ft. (page 28 of complaint)	<b>BBA:</b> 03.-7.2017  (as per page 25 of complaint)  <b>MOU:</b> 03.07.2017  (page 49 of complaint)	<b>Clause 04 of MoU</b>  "The company shall pay a monthly return of Rs. 32,500/- on the total amount received with effect from 03.07.2019 after deduction of Tax at Source, cess or any other levy which is due and payable by the Allottee(s) to the Company and the balance sale consideration shall be payable by the Allottees to the Company in accordance with the Payment Schedule annexed as Annexure-I. The monthly assured return shall be paid to the Allottee (s) until the commencement of the first lease on the said unit. This shall be paid from the effective date."  (As per pg. no. 51 of the Complaint)	<b>T.S.C:</b> Rs. 41,02,211/-  (as per demand letter on page no. 61 of complaint)  <b>A.P.:</b> - Rs. 33,97,299/-  (as per demand letter on page no. 61 of complaint)
----	---	--	---	--	---

**Reliefs sought by the complainant –**

- i. To direct the respondent to pay the due monthly assured returns until the commencement of first lease of unit.
- ii. To direct the respondent to withdraw and waive off the demands made in demand notice & offer of possession letter dated 04.12.2024 on account of development charges, labour cess, FTTH charges.
- iii. To direct the respondent not to charge anything which is not the part of payment schedule (annexure-I) of BBA dated 16.06.2018.
- iv. To direct the respondent to offer the possession of the unit and execute the sale deed/conveyance deed in favor of the complainants as entire payment towards the BSP in respect of the unit/space has been paid by the complainant.

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

Abbreviation	Full form
DOF	Date of filing of complaint
BBA	Builder Buyer's Agreement
MOU	Memorandum of Understanding
AP	Amount paid by the allottee/s
TSC	Total Sale Consideration
RR	Reply received

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement/MoU executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the delayed possession charges, assured return, revoking illegal demands and setting aside the other charges like Fit-out charges.

5. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/906/2025 titled as Sandhya Malik and Prem Malik V/S NEO Developers Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

**A. Project and unit related details.**

6. 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/906/2025 titled as Sandhya Malik and Prem Malik V/S NEO  
Developers Private Limited**

S. N.	Particulars	Details
1.	Name of the project	Neo Square, Sector-109, Gurugram
2.	Project area	3.08 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 upto 14.05.2025
6.	Buyer's agreement	16.06.2018 (As per page no.27 of complaint)
7.	Unit no.	Priority allotment serial no.52 3 <sup>rd</sup> floor (8 Meter Height) <b>[Food Court/ Office/ Entertainment/ Retail]</b> (As mentioned in BBA at page no.31 of the complaint)
8.	Unit area admeasuring	264 sq. ft. (Super Area) (As mentioned in BBA at page no.31 of the complaint)
9.	Date of MoU	16.06.2018 (As per page no.55 of the complaint)
10.	Possession clause	<i>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</i>

		<i>execution of this Agreement or from the start of construction, whichever is later and apply for grant of completion/ Occupancy Certificate</i>
11.	Due date of possession	<b>16.12.2021</b> [16.06.2021+ 6 months] (Note: Due date to be calculated 36 months from the execution of the agreement i.e., 16.06.2018, being later, plus grace period of 6 months) (Note: Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020)
12.	Assured return Clause	<i>Clause 4.</i> <i>The Company shall pay a monthly assured return of <b>Rs.25,920/-</b> on the total amount received with effect from <b>16.06.2018</b> after deduction of Tax at Source and service tax, cess or any other levy which is due and payable by the Allottee(s) to the Company and the balance sale consideration shall be payable by the Allottee(s) to the Company in accordance with the Payment Schedule annexed as Annexure-I. The monthly assured return shall be paid to the Allottee(s) until the commencement of the first lease on the said unit. This shall be paid from the effective date.</i>  <i>(As per pg. no. 57 of the complaint)</i>
13.	Total Sale Consideration <b>[inclusive of BSP, IFMS, FTTH, Development Charges &amp; Labour cess]</b>	Rs.17,71,214/- (as mentioned in demand letter dated 04.12.2024 at page 67 of complaint)
14.	Amount paid against the unit	Rs.15,12,000/- (As mentioned in para 4 of MOU at page no.57 & as per demand letter dated 04.12.2024 at page 67 of complaint)
15.	Occupation certificate	14.08.2024 (As per DTCP site)
16.	Offer of possession <b>[Priority Allotment no. S on 2<sup>nd</sup> floor, Area 264 sq. ft.]</b>	04.12.2024 (page 65-67 of complaint)
17.	Demand notice and offer of possession <b>[Priority Allotment no. S on 2<sup>nd</sup> floor, Area 264 sq. ft.]</b>	04.12.2024 (page 65-67 of complaint)
18.	Reminder letter's	14.02.2025 & 24.02.2025

	<b>[Priority Allotment no.52 on 2<sup>nd</sup> floor, Area 264 sq. ft.]</b>	(page 65-66 of reply)
19.	Final reminder <b>[Priority Allotment no.52 on 2<sup>nd</sup> floor, Area 264 sq. ft.]</b>	04.03.2025 (page 64 of reply)
20.	Congratulations on leasing your restaurant/ food court space [Leasing to M/s Ayaan Foods] Demand of Rs.10,90,320/- for fit out charges @ Rs.3,500/- sq. ft. + GST @18%.	26.03.2025 (page 63 of reply)

### B. Facts of the complaint.

7. The complainants have made following submissions in the complaint:

- i. That, after going through the advertisement published by respondent in the newspapers and as per the brochure /prospectus provided by it, the complainants had booked a commercial space in the area designated for food court and entertainment space bearing priority no. 52, on 3<sup>rd</sup> floor which was later on shifted to 2<sup>nd</sup> Floor having its Super Area 264 Sq. ft. and covered area of 105.6 Sq. ft. in the upcoming project of the respondent named "NEO SQUARE" situated in Sector-109, Dwarka Expressway, Gurugram for a total basic sale consideration of Rs. 13,49,832/- and total sale price of Rs. 15,71,212/-, and the complainant had paid a sum of Rs. 15,12,000/-.
- ii. The respondent is in right to exclusively develop, construct and build commercial building, transfer or alienate the unit's floor space and to carry out sale deed, agreement to sell, conveyance deeds, letters of allotments etc.
- iii. The buyer's agreement and memorandum of understanding were executed between the respondent and the complainant on 16.06.2018.



- iv. That the complainant has abided by all the terms of MOU and builder buyer agreement dated 16.06.2018 and has made all the payments/ installments in a timely manner, as and when demanded by the respondent and there are no dues pending in respect of the basic sale price of the unit as per the payment schedule of the builder buyer's agreement.
- v. That, as per Clause-3 of the MOU dated 16.06.2018, the respondent was/is under legal obligation to complete the construction of the project within 36 months from the date of execution of MOU but the respondent has failed to complete the project and handover the possession of the unit within the committed time period and the respondent has delayed the project.
- vi. That, as per Clause-4 of the MOU dated 16.06.2018, the respondent was/is under legal obligation and was bound to pay the Assured Return of Rs. 25,920/- on the total amount receipt w.e.f. 16.06.2018 until the commencement of first lease on the said unit.
- vii. That it is pertinent to mention here that the respondent/ developer has failed to honour its own commitment of paying the monthly assured returns and has paid only three installments towards the monthly assured returns. The complainants have been communicating with the respondent/ developer and have made several requests in respect of the payment of the assured returns via email communications and by visiting the respondent/ developer personally but the respondent/ developer has not paid any heed to the just and genuine demands of the complainants and has been lingering on the demands of the complainants on one pretext or the other.
- viii. That it is further worthwhile to mention here that upon communication with the respondent/ developer, the complainants were given verbal assurance that the respondent/ developer will settle the due assured returns at the time of receiving of Occupation Certificate and offer of possession and now even



after the receiving of Occupation Certificate as informed by the respondent/ developer, the respondent/ developer has clearly denied to pay the assured returns.

- ix. That further, it is pertinent to mention here that the respondent in contravention to the terms of Builder Buyer Agreement and MOU dated 16.06.2018 has raised unlawful demands via demand notice and offer of possession letter dated 04.12.2024 on account of development charges to the tune of Rs. 1,86,912/-, FTTH charge to the tune of Rs. 6,490/-, Labour cess to the tune of Rs. 6,600/-. The demands raised by the respondent in the said demand notice are not part and parcel of the payment schedule (Annexure-1) of the Buyers Agreement and these demands are being raised illegally and in an arbitrary manner by the respondent with the sole intention to extort more money from the complainants.
- x. That the complainants upon the receiving of the demand and offer of possession letter dated 04.12.2024, confronted and approached the respondent/ developer via e-mail and sought clarification upon the unlawful demands raised in the letter dated 04.12.2024, despite of paying entire sale price as per the payment plan (Annexure-1) of the Buyers Agreement dated 16.06.2018 and further requested the respondent/ developer for the payment of due assured returns in respect of their unit but the respondent/ developer has failed to provide any satisfactory reply to the just and genuine demands of the complainants.
- xi. That the complainants have further requested the respondent by visiting personally at the office of the respondent/ developer to adjust the demand pertaining to IFMS in the demand notice and offer of possession letter dated 04.12.2024 towards the pending assured returns but the respondent/ developer has clearly denied to adjust the same and is further pressurizing the



complainants to pay the demands raised in the letter dated 04.12.2024 and is also threatening to terminate the allotment and impose holding charges towards the unit.

- xii. That the respondent is completely ignoring the terms of the Buyers Agreement and is acting in an unlawful and arbitrary manner by making demands upon his whims and fancies which are not part of the buyer's agreement with a sole intention to extort money out of the complainants in order to cause wrongful loss to the complainants.
- xiii. The complainants have taken all possible requests and gestures to persuade the respondent, whereby requesting the respondent to withdraw these demands as they are not part of the payment structure of the buyer's agreement and to pay him the assured returns as per the terms of mou dated 16.06.2018 but the respondent has completely ignored the just and genuine demands of the complainants.
- xiv. That, till today the complainants have not received any satisfactory reply from the respondent regarding payment of assured returns as well as the waiver off the unlawful demands made via demand notice and offer of possession letter dated 04.12.2024 and therefore, the complainants are suffering from harassment and are going through a lot of mental and financial agony.

**C. Relief sought by the complainant**

8. The complainant has sought the following relief(s):

- i. Direct the Respondent to pay Assured Returns till commencement of first lease.
- ii. To direct the respondent to withdraw and waive off the demands made in demand notice and offer of possession letter
- iii. To restrain the Respondent to charge anything not part of the MOU and BBA.



- iv. Direct the respondent to offer the possession of the unit and execute sale deed/ conveyance deed.

**D. Reply by the respondent**

9. The respondent has contested the complaint on the following grounds:

- i. It is submitted that the Complainants with the intent to invest in the Real Estate sector as an investor, approached the Respondent and inquired about the project i.e., "NEO SQUARE", situated at Sector-109, Gurugram, Haryana being developed by the Respondent. That after being fully satisfied with the Project and the approvals thereof, the Complainants decided to apply to the Respondent by submitting a booking application form dated 08/06/2017, whereby seeking allotment of Unit No. 69, admeasuring 500 Sq. Ft Super Area on the 12A<sup>th</sup> Floor of the Project having a Basic Sale Price of Rs. 5754/- The Complainants, considering the future speculative gains, also opted for the Investment Return Plan being floated by the Respondent for the instant Project.
- ii. That since the Complainant had opted for the Investment Return Plan, a Memorandum of Understanding dated: - 03/07/2017 (hereinafter referred to as "MOU") was executed between the Parties, which was a completely separate understanding between the parties in regard to the payment of assured returns in lieu of investment made by the Complainants in the said project and leasing of the unit/space thereof. It is pertinent to mention herein that as per terms of the "MOU", the returns were to be paid from 03/07/2019 till commencement of first lease. It is also submitted that as per terms of the MOU, the Complainants herein had duly authorised the Respondent to put the said unit on lease.
- iii. That by no stretch of imagination it can be concluded that the Complainants herein are "Allottee/Consumer." That the Complainants are simply investors



who approached the Respondent for investment Opportunities and for a steady Assured Returns and Rental Income. That the same was duly agreed between the parties in the documents executed therein.

- iv. That at this stage, it is categorical to highlight that the Complainant is trying to mislead this Hon'ble Authority by concealing facts which are detrimental to this Complaint at hand. That the MOU executed between the parties was in the form of an "Investment Agreement." That the Complainant had approached the Respondent as an investor looking for certain investment opportunities. Therefore, the Allotment of the said unit contained a "Lease Clause" which empowers the Developer to put a unit of complainant along with the other commercial space unit on lease and does not have Possession Clauses, for handing over the physical possession. Hence, the embargo of the Real Estate Regulatory Authority, in totality, does not exist.
- v. That in any case whatsoever, the aspect of leasing of the unit and the investment of the Complainants cannot be dealt with by this Hon'ble Authority. Without prejudice to the rights of the Respondent, at the utmost bonafide, the Hon'ble Authority is most humbly appraised by the fact that the Respondent had been rightly obliging with the payments of committed returns to be made by it.
- vi. It is also pertinent to mention that the complainant voluntarily also executed the buyer agreement dated 03.07.2017 for Shop No. 69 on 12A<sup>th</sup> Floor admeasuring 500 Sq. Ft Super Area in the Project
- vii. That as the complainant in the present complaint is seeking the relief of assured return, it is pertinent to mention herein that the relief of assured return is not maintainable before the Ld. Authority upon enactment of the BUDS Act. That any direction for payment of assured return shall be tantamount to violation of the provisions of the BUDS Act.



- viii. That it is submitted that the governing section for registration also only requires the submission of an agreement of sale, matters of which are covered under Section 13. It is submitted that Section 13 nowhere mentions the Agreements pertaining to Assured Return are covered under the RERA Act, 2016, it is imperative that a strict interpretation is given to its provisions while deciding the matters pertaining to assured return.
- ix. It is submitted that the above rule clearly indicated the extent to which the rights of the allottees are protected, is the matters contained in the agreement, form of which is provided under the rules. It is submitted that even this agreement does not contain any condition governing assured returns. Thus, any order of payment of Assured Return would go beyond the statute and assumed jurisdiction in a wholly illegal manner.
- x. That the Complainant in the present complaint is claiming the reliefs on basis of the terms agreed under the MOU between the Parties. It is submitted that the Ld. Authority is exercising its power and jurisdiction as provided under the provisions of the RERA Act, 2016. As per the provisions of the RERA Act, 2016, the Ld. Authority is dressed with the jurisdiction to adjudicate upon all the complaints arising out of failure of either party to fulfil the terms and conditions of the Agreement for Sale (Buyer's Agreement). However, in the present matter the Complainant is relying upon the terms of MOU which is a distinct agreement than the Buyer's Agreement and thus, the MOU is not covered under the provisions of the RERA Act, 2016. That the said Complaint is not maintainable on this basis that there exists no relationship of Builder-Allottee in terms of the MOU, by virtue of which the Complainant is raising their grievance.
- xi. That the Respondent cannot pay "Assured Returns" to the Complainant by any stretch of Imagination in the view of anomaly/confusion prevailing over the



interpretation of definition of deposit under BUDS Act and various promotional offers of the company offering discounts while promoting the sale of its properties. It is pertinent to note that none of the promotional offers qualify under the deposits or any other scheme as contemplated under any law, however, with introduction of BUDS Act, and anomaly in the definition of deposit thereof, company may be exposed to severe penalties and hence the Respondent had no other alternative but to stop the payment of any return etc.

- xii. That on 21.02.2019 the Central Government passed an ordinance "Banning of Unregulated Deposits, 2019", to stop the menace of unregulated deposits and payment of returns on such unregulated deposits.
- xiii. It is pertinent to mention that the Respondent from time-to-time issued demand request/reminders to the Complainant to clear the outstanding dues against the booked unit. However, the Complainant delayed the same for one or the other reasons.
- xiv. It is to be noted that the complainants miserably failed to comply the payment plan under which the unit was allotted to the complainants and further on each and every occasion failed to remit the outstanding dues on time as and when demanded by the respondent. The complainant as per the records of the respondent had only paid Rs. 33,97,299/- against the Total due Amount of Rs. 41,02,211/-. It is to be noted that there is still an outstanding due of Rs. 9,88,921/- which is to be paid by the Complainant against the unit booked as per the Demand Letter Dated: 04.10.2024.
- xv. That without prejudice to the right of the respondents and without admitting to any of the averments of the complainant, since this Hon'ble Court has stated in other cases of respondent that this Hon'ble Tribunal has the jurisdiction to the entertain the MOU entered into the parties.



- xvi. That it is pertinent to mention here that the complainant failed to abide to the terms of the builder buyer agreement and memorandum of understanding executed by and between the parties.
- xvii. That since the Respondents had opted for the Investment Return Plan, through Memorandum of Understanding, which was a completely separate understanding between the parties in regards to the payment of assured returns in lieu of investment made by the Respondents in the said project and leasing of the unit/space thereof. It is pertinent to mention herein that as per the mutually agreed terms between the Complainant and the Respondents, the returns were to be paid from 03/07/2019 till the commencement of first lease. It is also submitted that as per clause 8 (a) of the MOU, the Respondent herein had duly authorised the Complainant to put the said unit on lease. That is because it contained a "Lease Clause" which empowers the Complainant/Developer to put a unit of Respondent on lease and does not have Possession Clauses, for handing over the physical possession.
- xviii. That as per the terms of the MOU the complainant explicitly agreed to the complainant that in case of the tenant desires any infrastructural changes in form of separate sewage arrangement or the gas pipeline or any other charges which involves expense on the part of the allottee(s), then in that event the same shall be paid by the Respondent, strictly within the period of 15 days from the day of written notification by the company and if the Respondent fails to come forward to tender the payment as demanded by the complainant then in that event the complainant shall bear the same from its own pocket.
- xix. That apart from the above it is worth mentioning here that the allottee is not entitled to revoke, cancel, extend, terminate, neither shall be authorized to negotiate on the terms of the lease. The decision taken and terms negotiated by the company shall be final and binding on the allottee(s).



- xx. That complainant is trying to negotiate to the demand of respondent on fit out, the respondent has raised the demand of Rs 3500/- per Sq. Ft to the complainant which is sum of Rs. 14,75,000/- for getting the said unit fit out which is essential for getting the said unit leased out. That the respondent to avoid making the payment for the demand for fitout, deliberately filed the present suit.
- xxi. That as per the agreement so signed and acknowledged, the completion of the said unit was subject to the midway hindrances which were beyond the control of the respondent. And, in case the construction of the said commercial unit was delayed due to such 'Force Majeure' conditions the respondent was entitled for extension of time period for completion. The development and implementation of the said Project have been hindered on account of several orders/directions passed by various authorities/forums/courts as has been delineated here in below:

S. N o.	Date of Order	Directions	Period Of Restriction	Days affected	Comments
1.	07.04.2015	National Green Tribunal had directed that old diesel vehicles (heavy or light) more than 10 years old would not be permitted to ply on the roads of NCR, Delhi. It has further been directed by virtue of the aforesaid order that all the registration authorities in the State of Haryana, UP and NCT Delhi would not register any diesel vehicles more than 10 years old and would also file the list of vehicles before the tribunal and provide the same to the police and other concerned authorities.	7 <sup>th</sup> of April, 2015 to 6 <sup>th</sup> of May, 2015	30 days	The aforesaid Ban affected the supply of raw materials as most of the contractors/building material suppliers used diesel vehicles more than 10 years old. The order had abruptly stopped movement of diesel vehicles more than 10 years old Which are commonly Used in construction Activity. The Order had Completely Hampered The construction activity.





2.	19 <sup>th</sup> July 2016	National Green Tribunal in O.A. No. 479/2016 had directed that no stone crushers be permitted to operate unless they operate consent from the State Pollution Control Board, no objection from the concerned authorities and have the Environment Clearance from the competent Authority.	Till date the order in force and no relaxation has been given to this effect.	30 days	The directions of NGT were a big blow to the real estate sector as the construction activity majorly requires gravel produced from the stone crushers. The reduced supply of gravels directly affected the supply and price of ready mix concrete required for construction activities.
3.	8 <sup>th</sup> Nov, 2016	National Green Tribunal had directed all brick kilns operating  In NCR, Delhi would be prohibited from working for a period of 2016 one week from the date of passing of the order. It had also been directed that no construction activity would be permitted for a period of one week from the date of order.	8 <sup>th</sup> Nov, 2016 to 15 <sup>th</sup> Nov, 2016	7 days	The bar imposed by Tribunal was  Absolute: The order had  Completely Stopped Construction activity.
4.	7 <sup>th</sup> Nov, 2017	Environment Pollution (Prevention and Control Authority) had directed to the closure of all brick kilns, stones crushers, hot mix plants, etc. With effect from 7 <sup>th</sup> Nov 2017 till further notice.	Till date the order has not been vacated	90 days	The bar for the closure of stone crushers simply put an end to the construction activity as in the absence of crushed stones and bricks carrying on of construction were simply not feasible. The respondent eventually ended up locating alternatives with the intent of expeditiously concluding construction activities but the previous period of 90 days was



					consumed in doing so. The said period ought to be excluded while computing the alleged delay attributed to the Respondent by the Complainant. It is pertinent to mention that the aforesaid bar stands in force regarding brick kilns till date is evident from orders dated 21 <sup>st</sup> Dec, 19 and 30 <sup>th</sup> Jan, 20.
5.	9 <sup>th</sup> Nov 2017 and 17 <sup>th</sup> Nov, 2017	National Green Tribunal has passed the said order dated 9 <sup>th</sup> Nov, 2017 completely prohibiting the carrying on of construction by any person, private, or government authority in NCR till the next date of hearing. (17 <sup>th</sup> of Nov, 2017). By virtue of the said order, NGT had only permitted the completion of interior finishing/interior work of projects. The order dated 9 <sup>th</sup> Nov, 17 was vacated vide order dated 17 <sup>th</sup> Nov, 17.		9 days	On account of passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.
6.	29 <sup>th</sup> October 2018	Haryana State Pollution Control Board, Panchkula has passed the order dated 29 <sup>th</sup> October 2018 in furtherance of directions of Environmental Pollution (Prevention and Control) Authority dated 27 <sup>th</sup> Oct. 2018. By virtue of order dated 29 <sup>th</sup> of October 2018 all the construction activities including the excavation, civil construction were directed to remain close in Delhi and other NCR Districts from 1 <sup>st</sup> Nov to 10 <sup>th</sup> Nov 2018.	1 <sup>st</sup> Nov to 10 <sup>th</sup> Nov, 2018	10 days	On account of the passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.



7.	24 <sup>th</sup> July, 2019	NGT in O.A. no. 667/2019 & 679/2019 had again directed the immediate closure of all illegal stone crushers in Mahendergarh Haryana who have not complied with the siting criteria, ambient, air quality, carrying capacity, and assessment of health impact. The tribunal further directed initiation of action by way of prosecution and recovery of compensation relatable to the cost of restoration.		30 days	Th directions of the NGT were again a setback for stone crushers operators who have finally succeeded to obtain necessary permissions from the competent authority after the order passed by NGT on July 2017. Resultantly, coercive action was taken by the authorities against the stone crusher operators which again was a hit to the real estate sector as the supply of gravel reduced manifolds and there was a sharp increase in prices which consequently affected the pace of construction.
8.	11 <sup>th</sup> October 2019	Commissioner, Municipal Corporation, Gurugram has passed an order dated 11 <sup>th</sup> of Oct 2019 whereby the construction activity has been prohibited from 11 <sup>th</sup> Oct 2019 to 31 <sup>st</sup> Dec 2019. It was specifically mentioned in the aforesaid order that construction activity would be completely stopped during this period.	11 <sup>th</sup> Oct 2019 to 31 <sup>st</sup> Dec 2019	81 days	On account of the passing of the aforesaid order, no construction activity could have been legally carried out by the Respondent. Accordingly, construction activity has been completely stopped during this period.
9.	04.11.2019	The Hon'ble Supreme Court of India vide its order dated 04.11.2019 passed in writ petition bearing no. 13029/1985 titled as "MC Mehta vs. Union of India" completely banned all construction activities in Delhi-NCR which restriction was partly modified vide	04.11.2019 - 14.02.2020	102 days	These bans forced the migrant labourers to return to their native towns/states/villages creating an acute shortage of labourers in the NCR Region. Due to the said shortage the Construction activity

		order dated 09.12.2019 and was completely lifted by the Hon'ble Supreme Court vide its order dated 14.02.2020.			could not resume at full throttle even after the lifting of ban by the Hon'ble Apex Court.
10.	3 <sup>rd</sup> week of Feb 2020	Covid-19 pandemic	Feb 2020 to till date	To date (3 months nationwide lockdown)	Since the 3 <sup>rd</sup> week of February 2020, the Respondent has also suffered devastatingly because of the outbreak, spread, and resurgence of COVID-19 in the year 2020. The concerned statutory authorities had earlier imposed a blanket ban on construction activities in Gurugram. Subsequently, the said embargo had been lifted to a limited extent. However, during the interregnum, large-scale migration of labor occurred and the availability of raw materials started becoming a major cause of concern.
11.	Covid in 2021	That period from 12.04.2021 to 24.07.2021, each and every activity including the construction activity was banned in the State	12.04.2021 - 24.07.2021	103 days	Considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew.

xxii. That a period of 582 days was consumed on account of circumstances beyond the power and control of the respondent, owing to the passing of orders by the statutory authorities. All the circumstances come within the meaning of force



majeure. Thus, the respondent has been prevented by circumstances beyond its power and control from undertaking the implementation of the project during the time period indicated and therefore the same is not to be taken into reckoning while computing the period of 48 as has been provided in the agreement. In a similar case where such orders were brought before the Hon'ble Authority in the Complaint No. 3890 of 2021 titled "Shuchi Sur and Anr vs. M/S Venetian LDF Projects LLP" decided on 17.05.2022, the Hon'ble Authority was pleased to allow the grace period and hence, the benefit of the above affected 582 days need to be rightly given to the respondent builder.

10. All other averments made in the complaint were denied in toto.

11. Copies of all the relevant documents have been filed and placed on record.

Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

#### **E. Jurisdiction of the Authority**

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

##### **E.I Territorial jurisdiction**

13. 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**



14. 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.*

15. 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.

**F. Findings on the objections raised by the respondent.**

**F. I. Objection regarding the complainant being investor.**

16. The respondent has taken a stand that the complainant is investor and not an allottee/consumer. Therefore, she is not entitled to the protection of the Act and are not entitled to file the complaint under Section 31 of the Act. The Authority observes that any aggrieved person can file a complaint against the promoter if the promoter 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 buyer's agreement, it is revealed that the complainant



are buyers, and she has paid a considerable amount to the promoter towards purchase of a 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;"*

17. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the agreement, it is crystal clear that the complainant are allottees as the subject unit was allotted to them by the promoter. Further, the concept of investor is not defined or referred in the Act. Moreover, the Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 000600000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investor is not defined or referred in the Act. In view of the above, the contention of promoter that the allottees being investor are not entitled to protection of this Act stands rejected.

**F. II Objection regarding the project being delayed because of force majeure circumstances.**

18. The respondent/promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such ban on construction due to orders passed by NGT, EPCA, Courts/Tribunals/Authorities, etc. As per MoU, the due date of possession was 16.12.2021. It is observed that orders passed by NGT banning construction in the NCR region was for a very short period of time and thus, cannot be said to



impact the respondent leading to such a delay in the completion. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

#### **G. Findings on the relief sought by the complainants.**

- I. Direct the respondent to pay due assured returns till commencement of first lease of unit.**

#### **G.I) Assured Returns**

19. The complainants are seeking unpaid assured returns on monthly basis as per the terms of the MoU dated 16.06.2018 at the rate mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the said MoU.
20. The respondent has submitted that the complainant in the present complaint is claiming the reliefs on basis of the terms agreed under the MoU between the parties which is a distinct agreement than the buyer's agreement and thus, the MoU is not covered under the provisions of the Act, 2016. Thus, the said complaint is not maintainable on this basis that there exists no relationship of promoter-allottee in terms of the MoU, by virtue of which the complainant is raising their grievance.
21. It is pleaded on behalf of respondent that after the Banning of Unregulated Deposit Schemes Act of 2019 came into force, there is bar for payment of assured returns to an allottee. But the plea advanced in this regard is devoid of merit. Section 2(4) of the above mentioned Act defines the word ' deposit' as an amount of money received by way of an advance or loan or in any other



form, by any deposit taker with a promise to return whether after a specified period or otherwise, either in cash or in kind or in the form of a specified service, with or without any benefit in the form of interest, bonus, profit or in any other form, but does not include:

- (i) *an amount received in the course of, or for the purpose of business and bearing a genuine connection to such business including*
- (ii) *advance received in connection with consideration of an immovable property, under an agreement or arrangement subject to the condition that such advance is adjusted against such immovable property as specified in terms of the agreement or arrangement.*

22. A perusal of the above-mentioned definition of the term 'deposit', shows that it has been given the same meaning as assigned to it under the Companies Act, 2013 and the same provides under Section 2(31) includes any receipt by way of deposit or loan or in any other form by a company but does not include such categories of, amount as may be prescribed in consultation with the Reserve Bank of India. Similarly Rule 2(c) of the Companies (Acceptance of Deposits) Rules, 2014 defines the meaning of deposit which includes any receipt of money by way of deposit or loan or in any other form by a company but does not include:

- (i) *as an advance, accounted for in any manner whatsoever, received in connection with consideration for on immovable property*
- (ii) *as an advance received and as allowed by any sectoral regulator or in accordance with directions of Central or State Government;*

23. So, keeping in view the above-mentioned provisions of the Act of 2019 and the Companies Act 2013, 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 promoter at the time of booking or immediately thereafter and as agreed upon between them.

24. 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.
25. 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.
26. The promoter 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 allottee arises out of the same relationship and is marked by the addendum agreement.
27. 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. However, the project in which the advance has been received by the developer from the allottee is an ongoing project as per section 3(1) of the Act of 2016 and, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainant besides initiating penal proceedings. So, the amount paid by the complainant to the builder is a regulated deposit accepted by the later from the former against the immovable property to be transferred to the allottee later on.



28. In the present complaint, the assured return was payable as per clause 4 of the MoU dated 16.06.2018, which is reproduced below for the ready reference:

**Clause 4.**

***"The Company shall pay a monthly assured return of Rs.25,920/- on the total amount received with effect from 16.06.2018 before deduction of Tax at Source, cess or any other levy which is due and payable by the Allottee (s) to the Company and the balance sale consideration shall be payable by the Allottee(s) to the Company in accordance with Payment Schedule annexed as Annexure- I. The monthly assured return shall be paid to the Allottee (s) until the commencement of the first lease on the said unit. This shall be paid from the effective date."***

29. Thus, as per the abovementioned clause the assured return was payable @Rs.25,920/- per month w.e.f. 16.06.2018, till the commencement of valid first lease.

30. In light of the above, the Authority is of the view that as per the MoU dated 16.06.2018, it was obligation on part of the respondent to pay the assured return till the commencement of first lease on the subject unit. The occupation certificate for the project in question was obtained by the respondent on 14.08.2024. Accordingly, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs.25,920/- from the date i.e., 16.06.2018 till the commencement of the valid first lease on the said unit after deducting the amount already paid on account of assured return to the complainant.

31. Therefore, considering the facts of the present case, the respondent is liable to pay the amount of assured return as per the clause 4 of the MoU at the agreed rate i.e., @Rs.25,920/- with effect from 16.06.2018 till the commencement of first lease.

**II. To restrain the respondent to charge anything not part of the MOU and BBA.**

**III. To set aside the letter which has raised illegal demand of Fit out charges.**



32. The complainants have further sought relief regarding the waiver of various ancillary charges, penalties, rates, and other monetary demands which, according to them, do not form part of either the Buyers' Agreement dated 16.06.2018 or the MoU executed on the same date. The impugned demand letter dated 04.12.2024 reflects components such as IFMS, Development Charges, FTTH charges and Labour Cess, which have been objected to by the complainant. The Authority of the view that:

- **Labour cess**

Labour cess is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.09.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint bearing no.962 of 2019 titled as "**Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited**" wherein it was held that since labour cess is to be paid by the respondent, as such no labour cess should be charged by the respondent. The authority is of the view that the allottee is neither an employer nor a contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainant is completely arbitrary and the complainant cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount.

- **Development charges**

The undertaking to pay the development charges was comprehensively set out in the buyer agreement in clause 11. The said clause of the agreement is reproduced hereunder: -



**"11.**

***That the Allottee agrees to pay all taxes, charges. Levies, cesses, applicable as on dated under any name or category heading and or levied in future on the land and or the said complex and/or the said space at all times, these would be including but not limited to GST. Development charges, Stamp Duties, Registration Charges, Electrical Energy Charges, EDC Cess, IDC Cess, BOW Cess, Registration Fee, Administrative Charges, Property Tax, Fire Fighting Tax and the like. These shall be paid on demand and in case of delay. these shall be payable with interest by the Allottee"***

In light of the aforementioned facts, the Authority is of the view that the said demand for development charges is valid since these charges are payable to various departments for obtaining service connections from the concerned departments including security deposit for sanction and release of such connections in the name of the allottee and are payable by the allottee. Hence, the respondent is justified in charging the said amount. In case instead of paying individually for the unit if the builder has paid composite payment in respect of the development charges, then the promoter will be entitled to recover the actual charges paid to the concerned department from the allottee on pro-rata basis i.e. depending upon the area of the unit allotted to the complainant viz- à-viz the total area of the particular project. The complainant will also be entitled to get proof of all such payment to the concerned department along with a computation proportionate to the allotted unit, before making payment under the aforesaid head.

- **FTTH Charges**

The Authority takes a note that clause 11 as already elaborated above does not mention about the FTTH charges being payable by the complainant. Hence, the respondent shall only raise demand as per the agreed terms of the agreement and MoU executed between the parties.

- **Holding charges**



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.

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 same is reiterated as under-

3. "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.

- **Maintenance charges**

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.

- **Fit-out Charges**

33. The letter dated 26.03.2025, demands Fit-out charges which amounting Rs.10,90,320/-. In the said leasing letter, the respondent has raised a demand towards fit-out charges amounting to Rs.10,90,320/- and has directed the complainant to make the said payment in favor of a third party, namely *Ayaan Foods*, 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 is seeking relief to waive off the demand of the same as they were not part of agreement nor the MoU executed between parties.
34. In the present case, the respondent has failed to demonstrate that any prior written intimation or demand, as contemplated under any clause of the MoU, was issued to the complainant before incurring the alleged fit-out expenses. Consequently, the demand raised vide letter dated 26.03.2025 towards fit-out charges amounting to Rs.10,90,320/- appears to be unilateral, arbitrary, and in violation of the principles of natural justice. Since the promoter failed to discharge its contractual and statutory responsibility in the manner prescribed, the said demand cannot be sustained in the eyes of law and is accordingly struck off.
35. Further, it is observed that the demand of Fit-outs has been raised strictly in terms of clause 8(d) and 7(d) of the Memorandum of Understanding and clause 11 of the Buyer's Agreement dated 16.06.2018. It was further argued



that under Clause 9 of the MOU, the complainant had authorized the respondent to finalize the terms and conditions of the lease. Upon perusal of the MOU dated 16.06.2018, this Authority finds that the said MoU does not contain any 8(d) clause or 7(d) authorizing the respondent to levy fit-out charges. In the absence of any contract supporting the demand, the fit-out charges raised by the respondent cannot be sustained and are held to be invalid in the eyes of law.

36. Respondent be directed not to raise any payment demand which is in contrary to the agreed terms of the allotment/MoU.

**IV. To execute the Sale Deed and convey the unit in favour of the Complainants for the Unit immediately.**

37. The complainants are seeking relief w.r.t execution of conveyance deed of the unit in question in their favour. The Authority observes 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 complainant. Whereas, as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question.

38. The occupation/completion certificate has already been obtained by the respondent on 14.08.2024. Therefore, the respondent/promoter is directed to handover the possession of the unit to the complainant/allottee in terms of the MoU as well as buyer's agreement executed between them on payment of outstanding dues if any, within 60 days. The respondent is further directed to get the conveyance deed of the allotted unit executed in their favour 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.

**H. Directions of the Authority**



39. 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 assured return to the complainants at the agreed rate of @Rs.25,920/- per month as per the effective date i.e., 16.06.2018 till the commencement of the first lease on the said unit after deducting the amount already paid on account of assured return to the complainants.
- II. The respondent/promoter 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, failing which that amount would be payable with interest @8.80% p.a. till the date of actual realization.
- III. Accordingly, the respondent is directed to make payment towards the balance assured return amount as well as to ensure that the unit in question is leased out in terms of the said MOU and the committed lease rentals are duly paid to the complainants without any delay.
- IV. The respondent shall not charge anything from the complainants 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 and maintenance 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 complainants are 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.
- VIII. The respondent is directed to get the conveyance deed executed within a period of three months after depositing necessary payment of stamp duty and registration charges as per applicable local laws from the date of this order.
40. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
41. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
42. Files be consigned to registry.



(Phool Singh Saini)  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
**Dated:12.02.2026**