

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

Complaint no. : 1400 of 2025
Date of filing : 25.03.2025
Date of decision : 12.02.2026

Priyangbada Datta

R/o: - E-192, Richmond Park, DLF City
Phase-IV, Gurugram, Haryana-122002

Complainant

Versus

M/s Neo Developers Pvt. Ltd.

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

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Hemant Phogat

Shri Dushyant (Advocate)

Counsel for Complainant

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. No.	Particulars	Details
1.	Name of the project	"Neo Square"
2.	Location of the project	Sectors 109, Gurugram
3.	Nature of the project	Commercial
4.	Project Area	3.08 acres
5.	DTCP license no. and validity status	102 of 2008 dated 15.05.2008 Valid up to 14.05.2024
6.	Name of licensee	M/s Shri Maya Buildcon Pvt. Ltd.
7.	RERA Registered/ not registered	Registered 109 of 2017 dated 24.08.2017 Valid up to 23.08.2021
8.	Unit and Floor no.	Priority No.70, 5 th floor or similar (As mentioned in BBA at page no.28 of the complaint)
9.	Unit area admeasuring	500 sq. ft. (Super Area) (As mentioned in BBA at page no.28 of the complaint)
10.	Date of execution of buyer's agreement	18.11.2017 (As per page no.25 of the complaint)
11.	Date of execution of MoU's	18.11.2017 (As per page no.49 of the complaint)
12.	Possession Clause	Clause 3 of MOU ...The company shall complete the construction of the said Building/Complex, within which



		<p>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. The Company on grant of occupancy. Completion Certificate, shall issue final letters to the Allottee(s) who shall within 30 (thirty) days, thereof remit all dues.</p> <p>[Emphasis supplied]</p> <p>(As per MOU at page no. 51 of complaint)</p>
13.	Assured return clause as per MOU	<p><i>4... The company shall pay a monthly assured return of Rs.32,500/- on the total amount received with effect from 18.11.2019 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 the payment schedule annexed as Annexure-1. 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></p> <p>And</p>



		<p>Clause 7.a <i>That the responsibility of assured returns to be paid by the company shall cease on commencement of the first lease of the said unit whereupon the allottee(s) shall be entitled to receive the lease rentals.</i></p> <p>[Emphasis Supplied] (page 51-52 of complaint)</p>
14.	Date of start of construction	The Authority has decided the date of start of construction as 15.12.2015 which was agreed to be taken as date of start of construction for the same project in other matters. In CR/1329/2019 it was admitted by the respondent in his reply that the construction was started in the month of December 2015.
15.	Due date of possession	18.11.2020 [Nate: calculated from the date of execution of MoU/BBA, being later.]
16.	Total Sale Consideration [inclusive of BSP, EDC, IDC, IFMS, FTTH, Development Charges & Labour cess]	Rs.39,73,170/- (as mentioned in demand letter dated 04.10.2024 at page 61 of complaint)
17.	Amount paid by the complainant	Rs.35,00,000/- (as mentioned in MoU at page 51 & in demand letter dated 04.10.2024 at page 61 of complaint)
18.	Occupation certificate	14.08.2024 (As per copy of OC annexed at page 42-44 of reply in CR/1401/2024)
19.	Offer of possession	04.10.2024



	[Priority no.70 on 12A floor, Area 500 sq. ft.]	(page 59 of complaint)
20.	Demand letter [Priority no.70 on 12A floor, Area 500 sq. ft.]	04.10.2024 (page 59 of complaint)
21.	Reminder letter's	27.11.2024 & 24.12.2024 (page 62-63 of complaint)
22.	Final reminder	29.01.2025 (page 64 of complaint)
23.	Possession option for your existing space/ booking at NEO Square [Leasing to Deskwork Shared Offices Private Ltd.] Demand of Rs.14,75,000/- for fit out charges @ Rs.2,500/- sq. ft. + GST @18%.	19.12.2024 (page 65 of complaint)

B. Facts of the complaint

3. The complainant has made the 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 complainant booked a commercial space in the area designated for food court and entertainment space bearing priority no. 70, on 5th floor which was later on shifted to 12th A Floor having its Super Area 500 Sq. ft. and covered area of 250 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. 28,77,000/- and total sale price of Rs. 36,00,180/- and the Complainant has paid a sum of Rs. 35,00,000/- in respect of her space /unit.



- 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 18.11.2017.
- iv. That the complainant has abided by all the terms of MOU and builder buyer agreement dated 18.11.2017 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 total sale price of the unit as per the (annexure-1) payment schedule of the builder buyer's agreement.
- v. That, as per Clause-3 of the MOU dated 18.11.2017, 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 18.11.2017, the respondent was/is under legal obligation and was bound to pay the monthly assured Return of Rs. 32,500/- on the total amount receipt w.e.f. 18.11.2019 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 not paid a single installment toward monthly assured return. The complainant has been communicating with the respondent/ developer and have made several requests in respect of the payment of the assured returns over phone calls and by visiting the respondent/ developer personally but the respondent/ developer has not paid any heed to the just and genuine



demands of the complainant and has been lingering on the demands of the complainant on one pretext or the other.

- viii. That it is further worthwhile to mention here that upon communication with the respondent/ developer, the complainant 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 18.11.2017 has raised unlawful demands via demand notice and offer of possession letter dated 04.10.2024 on account of development charges to the tune of Rs. 3,54,000/-, FTTH charge to the tune of Rs. 6,490/-, Labour cess to the tune of Rs. 12,500/- on the unlawful demands. 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 complainant.
- x. That the complainant upon the receiving of the demand and offer of possession letter dated 04.10.2024, confronted and approached the respondent/ developer and sought clarification upon the unlawful demands raised in the letter dated 04.10.2024, despite of paying entire sale price as per the payment plan (Annexure-1) of the Buyers Agreement dated 18.11.2017 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 complainant.
- xi. That the respondent is acting in arbitrary manner by not accepting the just and genuine requests of the complainant and is further pressurizing the complainant to pay the demands raised in the letter dated 04.10.2024 and is also threatening to terminate /cancel the allotment of the complainant by raising reminder letter dated 27.11.2024 & 24.12.2024. The complainant upon receiving the reminder letters again confronted the respondent to withdraw the unlawful demand in the reminder letters and to offer the possession of her unit /space by adjustment of due monthly assured returns towards the IFMS charges as promised by the respondent, but the respondent is not ready to listen to the genuine request of the complainant and is bent upon to extort money illegally from the complainant with a threat to cancel her allotment of the unit/space.
- xii. That the respondent again sends a final reminder dated 29.01.2025 by completely ignoring the persuasions made by the complainant and is bent upon to threaten and cancel the allotment of unit of the complainant by way of raising illegal and unlawful demands.
- xiii. That it is further pertinent to mention herein that the respondent has also raised an unlawful demand towards the fit-out charges to the tune of Rs. 14,75,000/- vide letter dated 19.12.2024. It is worthwhile to mention that the fit-out charges are not part and parcel of the buyers' agreements or the MOU dated 18.11.2017 and neither the charges towards fit out were disclosed to the complainant at the time of booking of unit/space.
- xiv. That the respondent is completely ignoring the terms of the buyer's 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 complainant in order to cause wrongful loss to the complainant.

- xv. The complainant had 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 18.11.2017 but the respondent has completely ignored the just and genuine demands of the complainant.
- xvi. That, till today the complainant has 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 04.10.2024 and demands towards fit out charges and therefore, the complainant is suffering from harassment and is going through a lot of mental and financial agony.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the Respondent to pay pending Assured Return/Penalty.
 - II. Direct the respondent to withdraw and waive off the demand notice & offer of possession letter on account of development charges, Labour cess & FTTH charges.
 - III. Direct the respondent to withdrawn and waive off the demands towards fit out charges made in demand letter.
 - IV. Direct the respondent not to charge anything which is not the part of payment schedule.
 - V. Direct the respondent to execute sale deed/ conveyance deed of the said unit.



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 12.02.2026, the respondent proceeded ex-parte. 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/Penalty.

Assured Returns

10. The complainant is seeking unpaid assured returns on monthly basis as per the terms of the MoU dated 18.11.2017 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 18.11.2017, which is reproduced below for the ready reference:

Clause 4.

"The Company shall pay a monthly assured return of Rs. 32,500/- per month on the said Unit, on the Total amount received with effect from 18.11.2019 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 the payment schedule annexed as Annexure-1. 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."



16. Thus, as per the abovementioned clause the assured return was payable @Rs.32,500/- per month w.e.f. 18.11.2019, till the commencement of valid first lease as per clause 4 of the MoU.
17. In light of the above, the Authority is of the view that as per the MoU dated 18.11.2017, 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 04.10.2024. Accordingly, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs.32,500/- from 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.
18. On consideration of the documents available on the record and submissions made by the complainant, the complainant has sought the amount of unpaid amount of assured return/penalty as per the terms of BBA and MoU executed thereto along with interest on such unpaid assured return. As per MoU dated 18.11.2017, the promoter had agreed to pay to the complainant allottee Rs.32,500/- with effect from 18.11.2019 till the commencement of valid first lease.
19. 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.32,500/- with effect from 18.11.2019 till the commencement of valid first lease.

II. Direct the respondent to withdraw and waive off the demand notice & offer of possession letter on account of development charges, Labour cess & FTTH charges.

III. Direct the respondent to withdrawn and waive off the demands towards fit out charges made in demand letter.



IV. Direct the respondent not to charge anything which is not the part of payment schedule.

20. The complainant has 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 18.11.2017 or the MoU executed on the same date. The impugned demand letter dated 04.10.2024 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: -

Clause 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 further observes that clause 11, as discussed hereinabove, does not contain any stipulation regarding levy or recovery of FTTH charges from the complainant. In the absence of any specific contractual consent or agreed term between the parties, such charges cannot be imposed by the respondent.



Accordingly, the respondent is directed to raise demands strictly in accordance with the terms mutually agreed under the executed agreement and MoU.

• **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**

21. The letter dated 19.12.2024, demands Fit-out charges which amounting Rs.14,75,000/-. In the said leasing letter, the respondent has raised a demand towards fit-out charges amounting to Rs.14,75,000/- and has directed the complainant to make the said payment in favor of a third party, namely *DESQWORX Shared Offices Private Limited*, 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.
22. 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 19.12.2024 towards fit-out charges amounting to Rs.14,75,000/- 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.

23. 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 18.11.2017. 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 18.11.2017, 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.
24. Respondent be directed not to raise any payment demand which is in contrary to the agreed terms of the allotment/MoU.

V. To execute the Sale Deed and convey the unit in favour of the Complainant for the Unit immediately.

25. The complainant is 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.
26. 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.

F. Directions of the Authority

27. 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 complainant at the agreed rate i.e., @Rs.32,500/- from the effective date as per clause 4 of the MoU i.e., 18.11.2019 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 complainants.
 - 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. 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/promoter is directed to handover 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.

- V. The respondent shall not charge anything from the complainant which is not part of the MoU or buyers' agreement.
- VI. 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.**
- VII. 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.
- VIII. 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.
- IX. 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.
- X. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
28. Complaint stands disposed of.
29. File be consigned to registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.02.2026