

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

Complaint no.: 6372 of 2025
Date of complaint: 15.12.2025
Date of Decision: 22.05.2026

Harshal Rathee
Sarita Rathee
R/o: M2K Spring Floors, D-5 2nd Floor, Malibu Town,
Sector-50, Gurgaon - 122018

Complainant

Versus

M/s Neo Developers Pvt. Ltd.
Office at: - Unit No. G-02 & G-03, Neo Square, village
pawla Khusrupur, Sector-109, Gurgaon

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Shri Garvit Gupta (Advocate)
None

**Complainant
Respondent**

ORDER

1. This 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 provision of the Act or the Rules and regulations made

thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Project and unit related details.

2. 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:

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 upto 14.05.2025
6.	Unit no.	3 rd Floor (page no. 38 of complaint)
7.	Unit area admeasuring	200 sq. ft. (page no. 38 of complaint)
8.	Buyer's agreement	23.06.2017 (page no. 35 of complaint)
9.	MOU	23.06.2017 (page no. 62 of complaint)
10.	Possession clause	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 agreement or from start of construction, whichever is later and apply for grant of completion/occupancy certificate.
11.	Due date of possession	23.06.2020 (calculated from the date of agreement)

12.	Assured return clause	4. The Company shall pay a monthly assured return of Rs. 18,000/- on the total amount received with effect from 23.06.2019 before 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-1. The monthly assured return shall be paid to the Allottee(s) until the commencement of first lease on the said unit . This shall be paid from the effective date. (page no. 65 of complaint)
13.	Basic sale consideration	Rs. 13,93,800/- (as per payment plan at page 53 of complaint)
14.	Amount paid by the complainant	Rs. 15,06,300/-
15.	Occupation certificate	14.08.2024
16.	Offer of possession	25.10.2024 (page no. 76 of complaint)
17.	Cancellation letter	24.11.2025 (page no. 79 of complaint)

B. Facts of the complaint

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

- I. That the complainants induced by the assurances and representations made by the respondent, decided to book a unit in the project of the respondent as they required the same in a time bound manner. On the basis of the representations made by the respondent, the complainants decided to make the booking in the said project of the respondent by submitting an application form for the allotment of unit in the said project of the respondent and also made a payment of Rs. 1,00,000/- vide Cheque dated 30.04.2017 to the respondent.

- II. That the complainants further made a payment of Rs.11,00,000/- vide RTGS dated 22.06.2017 to the respondent towards the booking amount and the same was acknowledged by the respondent vide its receipt dated 22.06.2017.
- III. That the respondent provided the complainants with a copy of the buyer's agreement. After going through the buyer's agreement, the complainants realized that the provisions contained in the said buyer's agreement were wholly one sided, unilateral, arbitrary, illegal, unfair and biased in favour of the respondent and were totally un-balanced and unwarranted.
- IV. That in the buyer's agreement that in the event of non-payment of instalment amount by the complainants, the complainants would be liable for penalty @ 18% per annum. However, in case of delay on the part of the respondent in offering the possession, no such penalty was specifically stated in the buyer's agreement.
- V. That the complainants made vocal their objections to the arbitrary and unilateral clauses of the buyer's agreement to the respondent. The complainants repeatedly requested the respondent for execution of a buyer's agreement with balanced terms. The respondent/promoter refused to amend or change any term of the pre-printed buyer's agreement and further threatened the complainants to forfeit the previous amount paid towards the unit if the buyer's agreement was not signed and submitted. Hence, the complainants had no other option but to sign the buyer's agreement on 23.06.2017.
- VI. As per the terms of the buyer's agreement the complainants was allotted a unit bearing no.76, on the third-floor admeasuring 200 sq. ft. in the said project of the respondent. Furthermore, as per annexure-I of the said

buyer's agreement, the basic sale consideration including GST of the unit was Rs.12,54,000/- and the total consideration of the unit was Rs.13,93,800/- inclusive of IFMD, EDC, IDC and taxes. The complainants had made a payment of rs.12,54,000/- to the respondent and the same was acknowledged by the respondent in clause 4 of the buyer's agreement.

VII. That on the said date, a memorandum of understanding (MOU) was also executed between the respondent and the complainants. It was reiterated in clause 4 of the MOU that the complainants has made a payment of Rs. 12,54,000/- to the respondent. As per the terms of the MOU, it was agreed that the respondent will make payment to the complainants under the nomenclature of 'assured return' of Rs.18,000/- per month from 23.06.2019 onwards till the commencement of the first lease on the said unit.

VIII. Furthermore, it was agreed vide clause 7(a) of the said MOU that the respondent would make payment of lease rentals to the complainants from commencement of first lease. Furthermore, it was decided as per clause 8(a) of the MOU that the respondent was to finalize the terms for leasing the premises with a perspective lessee.

IX. That despite having made the MOU dated 23.06.2017, the respondent failed to specify the due date of possession and made the MOU very much favourable as per the wishes of the respondent. It is pertinent to mention here that this Hon'ble Authority placing reliance on the Judgment of the Hon'ble Supreme Court in the case of Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018 has observed that in case there is no agreement or where no due date has been specified in the agreement, then a reasonable period of 3 years from the

- date of booking would be considered as an apt time in which the promoter would be bound to offer the possession of a plot/unit/apartment. Thus, the unit was to be offered within 3 years from the date of booking of the unit. Since, the booking was made by the complainants on 23.06.2017, the due date to offer the possession of the unit to the respondent was 23.06.2020.
- X. That meanwhile, the complainants continued to make further payments as and when demanded by the respondent and accordingly paid a sum of Rs.60,000/- on 22.06.2017, Rs.94,800/- on 30.01.2018 and Rs.97,500/- against the total sale consideration amount on 18.03.2021.
- XI. That the respondent was under an obligation as per the MOU executed between both the parties to make payment towards the monthly assured return from 23.06.2019 till the commencement of first lease of the said unit in question. The respondent in furtherance of the agreed terms made payments towards the monthly assured returns till the month of June, 2019. Thereafter, the respondent discontinued to make the payment towards the monthly assured return. The complainants continued to inquire from the respondent about the pending monthly assured returns payable by the respondent to the complainants.
- XII. That however, no offer of possession has been sent by the Respondent to the Complainants till date. Rather, the Complainants were in complete shock and was surprised to note that the Respondent vide letter dated 28.02.2025 illegally demanded an additional amount of Rs.8,26,000/- towards fitout charges. The demand against the said charges is against the terms of the contract and even as per the provisions laid down by law.
- XIII. That the respondent served a final reminder letter dated 25.10.2025 to the complainants asking the complainants to remit the outstanding payment at

the earliest. Furthermore, the respondent vide the said letter threatened the complainants that in case of default to pay the said outstanding amount the respondent shall be constrained to cancel and terminate the allotment of the said unit.

- XIV. That the complainants had already made payment of Rs.15,06,300/- out of Rs. 13,93,800/- and the respondent vide the said letters had illegally demanded Rs.8,26,000/-. Hence, the said letters dated 28.02.2025 and 25.10.2025 are illegal and does not stand the test of law.
- XV. That instead of responding to the complainant's concerns or addressing the issues raised therein, the respondent proceeded to issue a notice for allotment cancellation dated 24.11.2025. The complainants even visited the site and was shocked to check the status of the unit allotted to them. The unit was not at all in a habitable condition and it was apparent that the common areas of the project was incomplete and lifts were not even operating. The complainants requested the respondent to rectify the defaults and update on the payment which the respondent was to make to them as per the terms of the MOU. However, the respondent failed to respond to the said queries of the complainants.
- XVI. That the complainants have already made the payment of Rs.15,06,300/- out of the total sale consideration of Rs. 13,93,800/-. Thus, after having paid more than 100% of the total sale consideration, the respondent terminate the allotment of the complainants. The complainants have been duped of their hard-earned money paid to the Respondent regarding the unit in question. The complainants have been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
- (i) Direct the respondent to set-aside the termination letter dated 24.11.2025.
 - (ii) Direct the respondent to issue offer of possession.
 - (iii) Direct the respondent to make payment towards the assured return along with interest from 23.06.2019 onwards till commencement of first lease.
 - (iv) Direct the respondent to make payment of delayed interest on the amount paid by the complainant from the due date of offer of possession i.e., 23.06.2020 till the date of issuance of the offer of possession.
 - (v) Direct the respondent to revoke the demand towards the fitout charges and the respondent be directed not to demand Rs. 8,26,000/- towards the same from the complainant.
 - (vi) Direct the respondent to lease the unit in question after the offer of possession on behalf of the complainant as per the terms of the allotment and make payment towards the guaranteed lease rental at the rate of Rs.54.55/-per sq. ft per month.
 - (vii) In case the respondent does not lease out the unit to any prospective allottee for one year from the date of receipt of occupation certificate then the respondent would be liable to make payment towards lease rental from the date of lapse of one year from the date of receipt of occupation certificate or to demarcate the unit and handover the physical possession of the unit to the complainant.

- (viii) Direct the respondent not to create third party rights on the allotted unit/space.
 - (ix) Direct to the respondent to execute conveyance deed under Section 17 of the RERA Act, 2016.
 - (x) Direct the respondent not to raise any payment demand which is in contrary to the agreed terms of the allotment.
5. The respondent has not filed reply till date. The authority sent notice which is duly served to the respondent-builder to appear and argue in the matter but on hearing dated 16.01.2026, 30.01.2026, 27.02.2026, 20.03.2026, 17.04.2026 it failed to appear and argue the matter. Even today also none appeared on behalf of respondent. It shows that the respondent was intentionally delaying the procedure of the Authority by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondents have nothing to say in the present matter and accordingly the authority proceeds the case exparte against the respondent.
6. 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.

D. Jurisdiction of the authority

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

D.I Territorial jurisdiction

8. 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

9. 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.

10. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the case mentioned above, the authority has the jurisdiction to entertain a complaint seeking assured return.

E. Findings on the relief sought by the complainant.

- i. Direct the respondent to set-aside the termination letter dated 24.11.2025.**
- ii. Direct the respondent not to create third party rights on the allotted unit/space.**

11. The complainants has pleaded that the respondent has cancelled the allotted unit of the complainants. The Authority is of the view that the cancellation of the unit is invalid as the complainants has already paid an amount of Rs. 15,06,300/- out of sale consideration of Rs. 13,93,800/-.
- iii. **Direct the respondent to issue offer of possession.**
 - iv. **Direct the respondent to make payment towards the assured return along with interest from 23.06.2019 onwards till commencement of first lease.**
 - v. **Direct the respondent to make payment of delayed interest on the amount paid by the complainant from the due date of offer of possession i.e., 23.06.2020 till the date of issuance of the offer of possession.**

Assured Return

12. In the instant complaint, the complainant duly booked a unit located on the 3rd Floor admeasuring 200 sq. ft. in the respondent's project namely, Neo Square situated at Sector-109, Gurugram. The Memorandum of Understanding (MOU) was executed between the parties dated 23.06.2017 and on the same date the builder buyer agreement was also got executed between the parties.
13. The complainant in the present complaint is seeking relief w.r.t payment of assured return as per the terms of the MoU dated 23.06.2017. The complainant has submitted that as per clause 4 of the said MoU, it was agreed that the respondent would pay monthly penalty charges of Rs.18,000/- with effect from 23.06.2019 until the commencement of first lease on the said unit. The complainant is seeking unpaid assured return on monthly basis as per the MoU dated 23.06.2017 at the rates mentioned

therein. It is pleaded by the complainant that the respondent has not complied with the terms and conditions of the said MoU.

14. In the present complaint, the assured return was payable as per clause 4 of the MoU dated 23.06.2017, which is reproduced below for the ready reference:

*4. The Company shall pay a monthly assured return of Rs. 18,000/- on the total amount received with effect from 23.06.2019 before 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-1. The monthly assured return shall be paid to the Allottee(s) **until the commencement of first lease on the said unit.** This shall be paid from the effective date.*

15. Thus, the assured return was payable @Rs.18,000/- per month w.e.f. 23.06.2019, till the commencement of first lease on the said unit.
16. In light of the reasons mentioned above, the authority is of the view that as per the MoU dated 23.06.2017, it was obligation on part of the respondent to pay the assured return. It is necessary to mention here that the respondent has failed to fulfil its obligation as agreed inter se both the parties in MoU dated 23.06.2017. Further, it is to be noted that on 14.08.2024 the occupation certificate for the unit was received and thereafter the possession of the unit was offered on 25.10.2024. Moreover, there is no document on record to substantiate whether the unit is put on lease or not. Hence, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs.18,000/- per month from the date i.e., 23.06.2019 till the commencement of first lease.

Delay Possession Charges:

17. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso 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."

18. In the present matter, MOU was executed between the parties on 23.06.2017 and the buyer's agreement was also executed on 23.06.2017. As per the clause 3 of the MOU dated 23.06.2017 the possession of the subject unit was to be handed over within a period of 36 months from the date of execution of agreement or from the start of construction whichever is later. The relevant clause is reproduced hereunder for ready reference:

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. The company on grant of occupancy/completion certificate shall issue final letters to the allottee who shall within 30 days, thereof remit all dues."

19. The date of start of construction is not available on records so, the due date is calculated from the date of execution of agreement. The buyer's agreement was executed on 23.06.2017. Hence, the due date of possession comes out to be 23.06.2020. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 23.12.2020.

20. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at prescribed rate of interest. 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]

- (1) 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 provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

22. 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., 22.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

23. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.

25. On consideration of documents available on record and submissions made by the complainant and the respondent, 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 by 23.12.2021. The occupation certificate for the said project was received on 14.08.2024 and subsequently unit was offered for possession on 25.10.2024. The authority is of the considered view that there is delay on the part of the respondent/promoter to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and to hand over the possession within the stipulated period. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

26. The authority observes that now, the proposition before the Authority whether an allottee who is getting/entitled for assured return even after

expiry of due date of possession, is entitled to both the assured return as well as delayed possession charges?

27. To answer the above proposition, it is worthwhile to consider that the assured return is payable to the allottee on account of a provision in the MoU at the rate at which assured return has been committed by the promoter i.e., Rs.18,000/- per month. If we compare this assured return with delayed possession charges payable under proviso to section 18 (1) of the Real Estate (Regulation and Development) Act, 2016, the assured return is much better. By way of assured return, the promoter has assured the allottee that he will be entitled for this specific amount from 23.06.2019 till the commencement of first lease on the said unit. Accordingly, the interest of the allottee is protected even after the due date of possession is over. The purpose of delay 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 allottee as his money is continued to be used by the promoter even after the promised due date and in return, he is to be paid either the assured return or delay possession charges whichever is higher.

28. Accordingly, the authority decides that in cases where assured return is reasonable and comparable with the delay possession charges under Section 18 and assured return is payable even after due date of possession, the allottee shall be entitled to assured return or delayed possession charges, whichever is higher without prejudice to any other remedy including compensation.

29. In the present complaint, as per clause 4 of the MoU dated 23.06.2017, the amount on account of assured return was payable from 23.06.2019

till commencement of first lease on the said unit. Hence, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs.18,000/- per month from the date i.e., 23.06.2019 till commencement of first lease on the said unit after deducting the amount, if any already paid on account of assured return to the complainant.

vi. Direct the respondent to revoke the demand towards the fitout charges and the respondent be directed not to demand Rs. 8,26,000/- towards the same from the complainant.

30. The complainants have raised objection towards the fit out charges raised by the respondent vide offer of possession and are seeking relief to waive off the demand of the same as they were not part of agreement nor the MoU executed between parties. The authority after perusal of documents has observed that there are no clause regarding the fitout charges in the buyer's agreement as well as in the MOU. Therefore, the authority cannot go beyond the agreed terms and conditions. Hence, the respondent/promoter is not liable to raise demand for the said charges.

vii. Direct the respondent to lease the unit in question after the offer of possession on behalf of the complainant as per the terms of the allotment and make payment towards the guaranteed lease rental at the rate of Rs.54.55/-per sq. ft per month.

viii. In case the respondent does not lease out the unit to any prospective allottee for one year from the date of receipt of occupation certificate then the respondent would be liable to make payment towards lease rental from the date of lapse of

one year from the date of receipt of occupation certificate or to demarcate the unit and handover the physical possession of the unit to the complainant.

ix. Direct to the respondent to execute conveyance deed under Section 17 of the RERA Act, 2016.

31. As per Section 11(4)(f) and Section 17(1) of the Act, 2016 the promoter is under obligation to get the conveyance deed executed in favour of the complainants. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

32. 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.

x. Direct the respondent not to raise any payment demand which is in contrary to the agreed terms of the allotment.

33. The respondent/promoter shall not charge anything from the complainants which is not the part of the BBA/MoU.


F. Directions of the authority

34. 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 assured return/penalty charges to the complainant at the agreed rate i.e., @ Rs.18,000/- per month from the date i.e., 23.06.2019 till commencement of first lease

- on the said unit after deducting the amount, if any already paid on account of assured return to the complainant.
- 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, from the complainant and failing which that amount would be payable with interest @8.80% p.a. till the date of actual realization.
 - iii. The respondent/promoter is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.
 - iv. The respondent/promoter shall not charge anything from the complainant which is not the part of the BBA/MoU.
 - v. The complainant is directed to pay outstanding dues, if any, after adjustment of payable assured return.
35. Complaint stands disposed of.
36. File be consigned to registry.

Dated: 22.05.2026



(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram