

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

Complaint no. : 2571 of 2025
Date of filing : 28.05.2025
Date of decision : 19.05.2026

Vasudha Sharma

R/o: - Emaar Emerald Hills, Coral Block,
House Mo. 12-A, Ground Floor,
Dwarka Express Way, Gurugram

Complainant

Versus

M/s Neo Developers Pvt. Ltd.

Regd. Office at: - 1205, 12th floor, Tower B, Signature
Towers, Gurugram- 12001, Haryana

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Vijender Parmar (Advocate)

Shri Venket Rao (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. 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.	Buyer's agreement	23.01.2020 (As per pg no.19 of the complaint)
7.	Unit no.	Unit no. 1204 on floor no. 12 th Floor (page no. 22 of the complaint)
8.	Unit area admeasuring	835 sq. ft. (Super Area) (As per pg. no. 22 of the complaint)
9.	Date of MoU	10.07.2020 (As per pg. no. 43 of the complaint)
10.	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.

11.	Possession clause	<p>Clause 3 of MoU</p> <p><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 execution of this Agreement or from the start of construction, whichever is later and apply for grant of completion/ Occupancy Certificate (As per pg. no. 45 of the complaint)</i></p>
12.	Due date of possession	<p>10.07.2023</p> <p>[36 months from signing of the MOU as per the possession clause]</p>
13.	Penalty Clause	<p>Clause 4.</p> <p><i>"The Company shall pay a one time Penalty calculated at the rate of Rs. 31,070/- (Rupees Thirty One Thousand Seventy Only) per month on the said Unit Totaling to Rs. 3,72,840/- (Rupees Three Lakh Seventy Two Thousand Eight Hundred Forty Only) for the period of 12 months, With effect from 25th June 2020 (Effective Date-II) till 24th June 2021 (End Date-II) Subject to TDS, Taxes, cess or any other levy which is due and payable by the Allottee."</i></p> <p>(As per pg. no. 46 of the complaint)</p>
14.	Total basic Sale consideration	<p>Rs. 65,96,500/-</p> <p>(As per pg. no. 45 of the complaint)</p>
15.	Amount paid by the complainant	<p>Rs. 74,00,252/-</p> <p>(As per pg. no. 45 of the complaint)</p>
16.	Occupation certificate	<p>14.08.2024</p> <p>(As per DTCP site)</p>
17.	Offer of possession	<p>12.09.2024- promoter raised demand of Rs. 18,34,227/-</p> <p>(As per pg. no. 54 of the complaint)</p>
18.	Receipt on 10.01.2025	<p>Complainant paid Rs., 11,76,172/- after demand on offer of possession.</p>

		[on page 56 of complainant]
19.	Maintenance charges	24.04.2025 demand of Rs.83,104/- [on page 57 of complainant]
20.	Reminders for payment	16.10.2024, 20.11.2024, 03.12.2024 - demand of Rs. 18,34,227/- as raised on OOP[on page 45,46,47 of reply]

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- a. That the respondent is a company, working in field of construction and development of residential as well as commercial projects across the country in the name of M/s. Neo Developers Private Limited
 - b. That the real estate project named "NEO SQUARE", which is the subject matter of present complaint, is situated at northern peripheral road also known as Dwarka Expressway, Gurugram, Haryana. Therefore, the Authority do have the jurisdiction to try and decide the present complaint.
 - c. That the respondent is the developer/promoter of the aforesaid commercial project and have developed, sold and marketed the aforesaid retail space.
 - d. That the respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its projects as per promised quality standards and agreed timelines. That the respondent while launching and advertising any new project always commits and promises to the targeted consumer that their unit will be completed and delivered to them within the time agreed initially in the agreement. They also assured to the consumers like the complainant that they have secured all the necessary sanctions and approvals from the

appropriate authorities for the construction and completion of the real estate project sold by them.

- e. That the respondent was very well aware of the fact that in today's scenario looking at the status of the construction of projects in India, especially in NCR, the key factor to sell any unit is the delivery of the unit within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her dream retail space. The respondent, therefore used this tool, which is directly connected to the emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their unit will be delivered within the agreed timelines and consumer will not go through financial distress of paying any EMI's.
- f. That in the year 2019, the respondent through its marketing executives and advertisement done through various medium and means approached the complainant, with an offer to invest and buy a retail space, in the aforementioned project of the respondent, which the respondent launched with the name "NEO SQUARE" proposed to be developed on northern peripheral road also known as Dwarka Expressway, Gurugram. The respondent had represented to the complainant that the respondent is very ethical business house, working in the field of construction of residential and commercial project and in case, the complainant would invest in the project of the respondent then, they would deliver the possession of proposed office space on the assured delivery date as per the best quality and standards. The respondent had further assured to the complainant that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said

project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainant given by the respondent.

- g. The complainant while relying on the representations and warranties of the respondent and believing them to be true, the complainant agreed to purchase the commercial space and accordingly, was allotted a Unit No. 1204 at 12th floor, having a super area of 835 Sq. Ft. at the rate of Rs. 7900/- per sq. ft. for a total sales consideration of Rs. 65,96,500/-.
- h. That thereafter, the respondent started raising the demand of money installments from the complainant, which was duly paid by the complainant as per agreed timelines and the complainant fulfilled all the demands on time. the complainant paid a total sum of Rs. 74,61,612/- in favour of the respondent vide multiple cheques as well as in the form of RTGS.
- i. That thereafter, respondent assured the complainant that it would execute the builder buyer agreement at the earliest and maximum within one week. However, the respondent did not fulfill its promise and have not executed the agreement as agreed by it and upon the regular follows up of the complainant, the respondents had executed the builder buyer agreement on 23.01.2020 allotting the aforesaid unit in favour of the complainant.
- j. That further, pursuant to the successful execution and acceptance of the builder buyer agreement, the respondent also executed a memorandum of understanding dated 10.07.2020, acknowledging the total payment of Rs. 74,00,252/- made by the complainant towards the total sales consideration of the unit and further, specifically clarifying the terms of the MOU wherein. The respondent in the said mou had agreed to pay Rs.

31,070/- to the complainant, with effect from 25.06.2020 till 25.06.2021 to the complainant towards penalty qua delay in construction. It is submitted that the said penalty, however is not as per the provisions of RERA Act and was on lower side as it was only a one time payment hence, not binding upon the complainant as the complainant is entitled for the delay possession charges as prescribed under the provisions of the RERA Act.

- k. It is pertinent to mention here that the terms and conditions of the said MOU are totally unilateral, one-sided and arbitrary and hence, not binding upon the complainant as the complainant had no choice but to sign the said mou upon the dotted lines being coerced by the respondent. The complainant was unlawfully forced to sign the said mou under the threat of forfeiture of the entire sales consideration amount already paid by her towards the subject unit. Therefore, the date of handing over of the possession should be taken only from the builder buyer agreement and not to be calculated as per the arbitrary terms of the said MOU.
- l. That thereafter, the respondent deliberately delayed the construction of the said project and did not provide any sufficient explanation towards the delay caused in the construction and completion of the project, despite repeated requests and reminders made by the complainant to the respondent.
- m. That in her communications, the complainant had highlighted the delay in the possession, incomplete work in the project as well as the inferior construction quality and demanded the removal of illegal development charges and arbitrary interest amount but, no reply was ever issued by the respondent. The complainant, in her communications, had also demanded the amount of delay possession charges as agreed in the

builder buyer agreement however, the respondent neither paid the said payment nor provided any justifiable cause for the same.

- n. That after an unjustifiable delay spanning four years, the respondent, through a belated communication dated 12th September 2024, issued an offer of possession of the subject unit to the complainant. However, even at that stage, the respondent conspicuously failed to furnish any credible or tenable justification that could explain the protracted delay in the delivery of the project. That the offer of possession issued by the respondent was found out nothing more than a bogus and a mere possession of paper as the subject project was not ready at the time of issuance of the said offer of possession. That the respondent in the said notice dated 12.09.2024 offering the bogus possession had also demanded Rs. 5,91,180/- in the name of development charges. That the payment of the said development charges was neither mentioned in the builder buyer agreement nor agreed by the complainant even otherwise, the said demand is totally illegal and against the provisions of the RERA Act and is liable to be set aside.
- o. It is to be noted that the said paper and bogus possession letter was issued by the respondent only with a malafide intent to avoid the payment of delay possession charges by referring to the date of the said possession letter. However, the said unit is never actually offered for the physical possession to the complainant and the respondent is not ready to handover the actual physical possession of the said unit to the complainant even today.
- p. Further, despite being fully cognizant of the fact that all payments made by the complainant were duly satisfied within the prescribed timelines, the respondent, without any rational explanation, demanded an arbitrary

sum of ₹6,58,055/- in terms of interest, further compounding to the grievances of the Complainant.

- q. That despite this, the complainant, in good faith, approached the respondent, requesting a waiver of the arbitrary demand as well as seeking clarification of the status of the actual physical possession of the subject unit. That the complainant, who had already paid the entire sales consideration, having no other option was forced and coerced by the respondent to pay the said illegal demand of development charges under of threat of cancelling the said unit and hence, the complainant surrendered to the illegal demands of the respondent and made the demanded payment of ₹11,76,172/- vide cheque no. 431959 dated 10.01.2025 in favor of the respondent and withheld the payment of the aforesaid arbitrary amount of interest levied by the respondent, asking to waive off the said illegal interest amount. But the respondent had only agreed to waive the said interest verbally and is yet to share the written confirmation of the said waiver till date.
- r. That as of today, the complainant had already made a total sum of Rs. Rs 86,37,784/- towards the sales consideration of the subject unit however the respondent has yet failed to deliver the subject unit of the complainant within the agreed timelines.
- s. That further, the respondent continued its series of unilateral actions and begin compelling the complainant to satisfy, an additional demand of Rs. 83,104/- in the name of maintenance charges despite fully knowing that the respondent itself is yet to deliver the actual physical possession to the complainant and therefore, has no legal or contractual right to demand such maintenance charges.

- t. That witnessing such arbitrary conduct as well as frivolous demands, the complainant tried its level best to engage in a discussion with the respondent, requesting to waive off these illegal demands however, all went in vain as the respondent kept on forcing these demands upon the complainant without providing any justification for the same.
- u. That it is a well settled law under Section 13 of the Haryana Real Estate (Regulations and Development) Act, 2016, that a promoter cannot accept more than 10% of the cost of the apartment or building in the form of advance payments without registering the Agreement to sell and the same must conform to the format provided by RERA under Rule 8(1) of the Haryana Real Estate (Regulation and Development) Rules, 2017. Thereby, all the arbitrary and unilateral terms of the aforesaid MOU's that comes under conflict with the RERA Act or the standard format or which restrain the allottees from its legal rights shall be rendered unenforceable.
- v. That in the present case, the respondent is guilty of not only charging more than 30% percent of the payments, prior to the registration of the BBA, but also demanded illegal and arbitrary money in the name of 'Development Charges' and is trying to charge interest despite receiving the entire sales consideration in advance. Therefore, the respondent is totally acting illegally and criminally in contravention of all the establish principles of law as well as the provisions of the RERA Act.
- w. That the acts of the respondent have unequivocally demonstrated that the respondent is using this illegal cover of demanding an arbitrary sum of money in the form of interest to strong-arm the complainant to subdue to its illegal demands in exchange of the possession to which the complainant is lawfully entitled to. Further, the same is an after-thought

- specifically aimed to hide its own shortcomings in delivering the possession of the subject unit to the complainant after a delay of 2 years as well as its sheer failure to pay the assured return and delay possession charges to the complainant thereof.
- x. It is submitted that, as on date, the respondent has willfully and persistently defaulted in discharging its contractual obligation to provide the actual physical possession of the subject unit to the complainant or to pay the delay possession charges for the subject unit. Despite repeated demands and the lapse of the stipulated timelines, the respondent has failed to remit even a single installment of the agreed penalty after only once making the agreed payment. That respondent's deliberate refusal and unjustified non-payment constitute a breach of contractual obligations under the BBA dated 23.01.2020 as well as MOU dated 10.07.2020.
- y. That the conduct on the part of respondent regarding delay in delivery of possession of the said retail space has clearly manifested that the respondent never ever had any intention to deliver the said retail space sold to the complainant on time as agreed. It has also cleared the dust on the fact that all the promises made by the respondent at the time of sale of involved unit were fake and false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said retail space basis its false and frivolous promises, which the respondent never intended to fulfill. The respondent, in its advertisements had represented falsely regarding the area, price, quality, delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

- z. That the respondent has committed grave deficiency in services by delaying the delivery of possession and false promises made at the time of sale of the said retail space, which amounts to unfair trade practice, which is immoral as well as illegal. The respondent has also criminally misappropriated the money paid by the complainant as sale consideration of said retail space by not delivering the unit by agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said retail space basis its false and frivolous promises and representations about the delivery timelines aforesaid housing project.
- aa. That the complainant has undergone severe mental harassment due to the negligence on the part of the respondent to deliver her retail space on time agreed. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made the life of the complainant miserable socially as well financially as all his personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent. Therefore, the respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no-fault on his part. The complainant being common person just made the mistake of relying on respondent's false and fake promises, which lured her to buy a unit in the aforesaid project of the respondent.
- bb. That the cause of action accrued in favor of the complainant and against the respondent on 2019, when the complainant purchased the said unit from the respondent. It further arose when respondent failed to deliver

the said unit on the agreed date. It further arose when the respondent failed to disburse its outstanding liability towards the complainant in the form of penalty. It further arose when the respondent hold the complainant liable for paying an arbitrary sum of interest as desired by the respondent. The cause of action is continuing and is still subsisting on day-to-day basis as the respondent has still not handed over the possession of said retail space to the complainant and also not paid the delay possession charges as well as the interest thereupon for causing delay in delivery of possession of said retail space as agreed.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. Pass an order in favor of the complainant, declaring the demand of Rs. 6,58,055/- towards the interest component along with the additional demand of Rs. 83,104/- towards the maintenance charges as arbitrary, null and void.
 - II. Pass an order in favor of the complainant, declaring the demand of Rs. 5,91,180/- made in the frivolous offer of possession dated 12.09.2024 and direct the respondent to refund the same.
 - III. Pass an order to direct the respondent to pay delay possession charges at the prescribed rate of interest on Rs 86,37,784/- on account of its failure to provide the possession of the subject unit to the complainant.
 - IV. Pass an order to direct the respondent to handover the actual peaceful vacant possession of the unit no. 1204 at 12th floor admeasuring 835sq. ft. of the complainant agreed within the BBA as well as MOU.
 - V. Any other relief/order or direction which this Hon'ble Authority may deems fit and proper considering the facts and circumstances of the present complaint.

D. Reply by the respondent

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

- a) That the complainant with an intention of earning a lease rental and assured return invested in the instant project and submitted a booking Application Form in July 2019, requesting the respondent to allot office space, admeasuring 835 sq. ft. super area in the project "NEO Square".
- b) Considering the request of the complainant, the respondent allotted office space no. 1204, on 12th Floor, admeasuring 835 sq. ft. super area.
- c) Thereafter, the respondent made multiple requests to the complainant to visit the office of the respondent for executing the builder buyer's agreement and other agreements with respect to lease rental, assured return etc. However, the complainant failed to come forward to do the needful.
- d) That after much persuasion by the respondent, the complainant came forward and executed the builder buyer's agreement on 23.01.2020 .
- e) Since, the complainant has invested in the project to earn assured returns and lease rental by getting the unit leased out through respondent, therefore a memorandum of understanding dated 10.07.2020 was executed between the parties, recording the lease grant rights in favor of respondent, terms and conditions of payment of assured return and lease rental, fit-out charges etc.
- f) It is noted herein that since the building was completed way before the grant of the occupation certificate, therefore, prospective lessees were approaching the respondent for taking the units in the project. That the respondent was anticipating that the occupation certificate would be granted by the competent authority shortly, and leased out the subject

unit, requested the complainant to forward to complete the formalities with respect to leasing of the unit.

- g) The occupation certificate of the project was granted by the competent authority on 14.08.2024.
- h) Thereafter, the respondent sent an offer of possession letter dated 12.09.2024, wherein the respondent requested the complainant to clear the outstanding amounts payable against the unit.
- i) Despite receiving the offer of possession the complainant failed to come forward to complete the formalities of possession and payment of outstanding dues. Therefore, the respondent was constrained to issue reminders dated 16.10.2024, 20.11.2024, 03.12.2024 requesting the complainant to do the needful.
- j) It is pertinent to note herein that the complainant, despite receiving the aforementioned demands, failed to come forward to fulfil his obligations under the MOU and BBA.
- k) That the present complaint has been preferred by the complainants before the Authority on frivolous and unsustainable grounds and the complainant has not approached the Authority with clean hands and is trying to suppress the material facts relevant to this matter. The complainant is making false, misleading, fatuous, baseless and unsubstantiated allegations against the respondent with malicious intent and with the sole purpose of extracting unlawful gains from the respondent. The instant complaint is not maintainable in the eyes of the law, is devoid of merit and is fit to be dismissed in limine.
- l) It is pertinent to mention herein that the complainant is a investor who had approached the respondent for investing in the project of the

respondent to earn maximum returns on their investment by way of receiving an assured return and lease rental benefits.

- m) It is most humbly submitted that the complainant has booked the subject unit solely for leasing purposes and not for self-use, hence handing over of the physical possession was never the intent between the parties. That the intent was abundantly clarified and agreed to by the complainant at the stage of booking itself and further at the time of execution of the BBA. In fact, the complainant has executed an mou which records the terms and conditions pertaining to leasing rights and lease rental, etc. Also, because the complainants themselves have entrusted the respondent with the leasing rights of the units.
- n) It is reiterated herein that from the very beginning, the understanding between the parties was to lease out the unit through the respondent. That it was never agreed between the parties that physical possession of the unit shall be handed over to the complainant. That a MOU recording the terms and conditions of the leasing and lease rental is executed between the parties. It is pertinent to mention herein that no protest in this regard has ever been raised by the complainant and the same was willingly and voluntarily agreed upon between the parties.
- o) That it is an entrenched principle of law that a lease may be limited to take effect either immediately or from a future date. That by virtue of such an understanding, the complainants/ allottee enjoys the right of the lessor and hence, enjoys the constructive possession of the unit, after the offer of possession.
- p) It is noted herein that a lessor is always considered to part with the physical possession of the property and stay in constructive possession

through the lessee. That such a relationship is valid and has been recognized in law at various occasions.

- q) It is pertinent to mention herein that the Hon'ble Supreme Court in the matter of "Bharti Knitting Co. vs. DHL Worldwide Courier (1996) 4 SCC 704" observed that a person who signs a document containing contractual terms is normally bound by them even though he has not read them, and even though he is ignorant of their precise legal effect. It is seen that when a person signs a document which contains certain contractual terms, then normally parties are bound by such contract; it is for the party to establish exception in a suit. When a party to the contract disputes the binding nature of the signed document, it is for him or her to prove the terms in the contract or circumstances in which he or she came to sign the documents.
- r) Therefore, it is evident from the agreed terms and conditions of the MOU that the physical possession cannot be given, and the subject Unit shall be leased out.
- s) That from a mere perusal of the submissions, it is evident that physical possession of the subject unit and leasing the unit by himself was never the intent of the complainant. Therefore, the present complaint is liable to be dismissed and it is evident from the BBA and MOU entered into, the complainant may be directed to accept constructive possession and be in adherence of terms of MOU with respect lease obligation thereunder.
- t) It is pertinent to mention herein that the complainant, vide his complaint, is raising an issue that he has already paid the entire sale consideration and that the respondent is raising additional demands.

- u) It is most humbly submitted that there is no additional demand nor any price escalation, and the unit sold to the complainant is of the same price. That the demand of the development charges as have been sought in the demand letter from the complainant, which is Rs. 600 per sq. ft., the details of which are mentioned in Para 15 herein below, equitably distributed amongst the unit. That under clause 11 of the bba, the complainant has agreed to pay all applicable charges, including development charges, as may be levied at the time of execution of the BBA or at any future date.
- v) It is noted herein that the development charges are reimbursement towards the cost incurred by the Respondent towards providing facilities in the Project. It is noted herein that some of the reasons attributed to development charges are Change in government norms, which led to cost incurred towards Electrification, cost incurred towards the Electrical meter charges, cost incurred towards power backup charges, cost incurred towards Trane PO for Chillers, Chiller shifting, Cooling Towers, Pumps, Plant room works, including panels and other miscellaneous costs related to these facilities, cost towards STP, cost towards water connection charges.
- w) That from a bare perusal of the aforementioned clause of the BBA, it is evident that the complainant himself has agreed to pay the development charges, therefore, at this belated stage, the complainant cannot raise issues with respect to payment of development charges and wriggle out of his obligation to pay the said charges.
- x) It is noted herein that due to additional costs incurred by the respondent in providing the aforementioned facilities, the development charges are demanded from the complainant as per Clause 11 of the BBA. Therefore,

as per the agreed terms and conditions of the BBA, the complainant is bound to pay the development charges and the respondent is entitled to recover the same, so it is evident that there is no escalation in the price of the subject unit, the price remains frozen, that the development charges as and when could have been quantified, the respondent would have been in a position to charge. That after issuance of the occupation certificate, the development charges have been quantified, therefore, the same have been demanded from the complainant as per Clause 11 of the BBA.

- y) It is pertinent to mention herein that as per the agreed terms and conditions of the MOU the complainant is liable to pay the fitout charges as per the leasing requirement. At the very outset, it is humbly submitted that there is absolutely no escalation in the sale consideration of the unit, fitout demands are as per the mou and as per the leasing requirements. There is no change or increase, or escalation in the sale consideration of the unit. That the sale consideration of the unit remains frozen at the rate which was agreed at the time of allotment of the unit and as agreed to under the BBA. That the demand for fitout charges is not part of the sale consideration of the unit, rather, an essential requirement for leasing of the unit in terms of the MOU.
- z) It is reiterated herein that the complainant has invested in the project with the sole intent of earning an assured return and lease rental by leasing the unit through the respondent. Since, the understanding between the parties was very clear that the unit was to be leased out to a prospective lessee and the parties being aware of the fact that whenever any shop/office/space/unit is leased out to a lessee, there may arise a situation where the lessee wants some infrastructural

changes or any other change which involves the expenses on part of the complainant, inside the shop/office/space/unit, that the cost of such modification has to be borne by the owner. Therefore, the complainant, under clause 9(e) of the mou, has categorically agreed that the complainant shall bear all costs and expenditure for leasing.

- aa) From a bare perusal of the aforementioned clause of the MOU, it is evident that the complainant himself has agreed to pay the fit-out charges to be incurred on account of leasing the unit to any lessee. That the respondent, in consonance with the agreed terms of the mou, has sent demand/reminder letter, wherein the respondent has intimated the complainant about the details of the lease and requested the complainant to pay the fit-out charges to the company, which is facilitating the leasing process in the project. That the said payment is not for the utilisation of the respondent, rather will be utilised to make ready the space in terms of the requirements of the lessee for their business operation.
- bb) That the obligation of the payment of fitout charges is nothing but an understanding between the parties that whenever the units get leased out, any infrastructural modifications/requirements such as installation of separate gas pipelines, sewage connection or any other changes for which an expense is required to cover such modification/requirement, such expenses shall be paid by the complainant.
- cc) That it is evident that while the complainant wishes to pick and choose clauses for enforcement under the mou, i.e., while he relies on claiming the assured returns basis the clauses of the mou, he completely wishes to deny the obligations of payments of fit-out charges etc, which are also

- part of the mou. Therefore, the complainant cannot be permitted to partly rely on the mou which are beneficial to him and denies the other.
- dd) It is pertinent to note herein that the units were sold as a bare shell, and they were to be made fit out ready at the time of possession. It is clear that the sale consideration for the units did not include any fit-out expenses therefore, the fit-out expenses were meant to be recovered as on the date of leasing rather than as on the date of booking. Much time has lapsed from the date of booking to the date of leasing, and the cost and also the preferences of the lessees have also undergone changes, and accordingly, the fit-out ready leases are as per the current market preferences and prices.
- ee) That the respondent has always been transparent about the fit-out charges. That as and when the buyers have approached the respondent, clarifications and details with respect to fit-out charges were provided to such buyers.
- ff) It is noted herein that payment of the fit-out charges is very crucial for leasing out the subject unit, as it is required for making the subject unit ready for occupation of the lessee to run its business. Without getting the subject unit ready as per the requirements of the lessee, it is not possible for any lessee to take the subject unit on lease. Furthermore, the subject unit is leased out along with other units as part of a larger space, therefore, the unwillingness of the complainant towards not making payment of the fit-out charges will jeopardise the interests of all the other buyers of the project, whose leasing of the units will be hampered due to the defaults of the complainant. Therefore, as per the agreed terms and conditions of the mou and considering the rights of

other buyers in the project and the overall fate of the project, the complainant is bound to pay the fit-out charges.

- gg) That the respondent after completing the construction and meeting the requirements of the grant of the occupation certificate, has applied for the same before the competent authority on 24.02.2020 and reapplied on 29.06.2021. It is noted herein that the building was completed and all the requirement for the grant of the occupation certificates were fulfilled and the respondent anticipated the grant of the occupation certificate in the year 2020 itself, and since the prospective lessee were showing interest in taking the units in the project on lease, therefore, the respondent anticipating that the occupation certificate will be granted by the competent authority, entered into a 1st lease with the lessee.
- hh) However, due to certain reasons beyond the control of the respondent, the occupation certificate was not issued in the year 2020 or 2021. Subsequently, the COVID-19 pandemic emerged, significantly affecting the real estate sector. That after the situation returned to normal, the respondent once again applied for the issuance of the occupation certificate before the competent authority on 23.01.2023 and the same was issued on 14.08.2024.
- ii) It is pertinent to mention herein that after the first lease of the units, intimations were sent to the complainant to come forward for completion of the formalities with respect to 1st lease with the lessees. However, the complainant failed to come forward and to do the needful.
- jj) Since it was agreed in the mou that the buyer shall be paid the assured return till the 1st lease, subject to mou however, due to change in law and the introduction of the buds act, the issue with respect to assured

return was not clear and accordingly, a writ petition before the Hon'ble High Court of Punjab and Haryana was filed and the same is pending adjudicating.

- kk) Without prejudice to submissions made herein above, it is noted herein that in the mou, there was never any precondition of obtaining the occupation certificate for the execution of the lease. The respondent had executed the first lease deed upon completion of the building and applied for the occupation certificate. It is noted herein that 1st lease was executed as the building was completed and the fit-out works as per the requirement of the lessees, were to be started, however, the same could not be started as the buyers, after receiving the intimation with respect to completion of the formalities with respect to 1st lease of the units, failed to do the needful.
- ll) It is most humbly submitted that it is an established practice in the real estate sector, wherein the promoter executes a lease deed with a lessee for a future project even before the completion of the said project. In fact, there is no bar by any statutory provision on entering into such an understanding. There have been numerous such instances where renowned developers have adopted such a practice.
- mm) In view of the above-mentioned submissions, it is evident that executing a lease deed before the completion of a project or grant of the occupation certificate is a common practice adopted by the developers in the real estate sector. It is noted herein that leasing the unit before the issuance of the occupation certificate does not mean that the unit is occupied by the lessee or that any business activities are conducted on the said unit. That the units are taken on lease by the lessee in an under-

construction project, solely to reserve the said units to be opened for business after issuance of the occupation certificate.

nn) It is reiterated herein that the complainant under clause 9 (a) of the mou has authorized the respondent to finalize the terms and conditions of the lease with any prospective lessee and agreed not to raise any objections with respect to terms and conditions of the lease, the amount of lease, usage or to who the unit is leased out.

oo) It is noted herein that under clause 9 (b) of the mou, it is categorically agreed between the complainant and the respondent that upon the finalization of terms and conditions with respect to leasing of the unit between the respondent and the prospective lessee, the complainant, if required, shall execute a separate lease deed with the prospective lessee. That in case, the complainant fails to come forward to execute the lease deed within 7 working days from the date of receipt of the communication in regard to the same, then the respondent shall be entitled and authorized to execute the lease deed on behalf of the complainant. It is further noted herein that under the said clause the complainant authorized the respondent to execute the lease deed or agreement with the third party with prior intimation to the complainant.

pp) Without prejudice to the submissions made herein above, it is most humbly submitted that on the one hand the complainant is seeking payment of assured return on the basis of mou, and on the other hand the complainant denies their responsibility of payment of outstanding dues under the mou. It is pertinent to mention herein that the complainant cannot partly rely on the mou and claim their right and shrug off their responsibilities under the mou. That if the complainant

are claiming his right under the mou, then he should also be ready to fulfil his responsibility under the mou. It is most humbly submitted that if the Authority considers the right of the complainant in seeking the payment of assured return, then the right of the respondent with respect to leasing of the unit, and payment of fit-out charges under the mou should also be allowed.

- qq) That the Complainant, vide the present Complaint, is seeking payment of assured return. However, it is most humbly submitted that the issue of assured return does not fall within the ambit of the RERA Act, 2016.
- rr) That without prejudice to the foregoing, it is submitted that subsequent to the coming into force of the Banning of Unregulated Deposit Schemes Act, 2019 on 21.02.2019, any scheme involving assured return akin to an unregulated deposit scheme has been rendered impermissible in law. Therefore, even otherwise, the continuation of such assured return/penalty arrangements post-enactment would be contrary to statutory provisions and against public policy, and the respondent is legally barred from honouring such commitments beyond the said date.
- ss) It is pertinent to mention herein that in the present complaint, the complainant has failed to annexe any demand letters wherein maintenance charges are demanded by the respondent. It is noted herein that though the respondent has not raised any demand of maintenance charges. However, it is pertinent to mention herein that as per clauses 10, 11 and 12 the complainant is contractually obligated to pay all lawful charges pertaining to the maintenance, upkeep, repairs, security, insurance, stamp, registration, development charges and allied services in relation to the said unit and the project as a whole. The said

clauses expressly provide that the complainant shall be liable to make timely payment of maintenance charges and other related dues.

- tt) It is a matter of fact, that time was essence in respect to the complainant's obligation to make the respective payment. And, as per the agreement so signed and acknowledged the complainant was bound to make the outstanding payment as and when demanded by the respondent.
- uu) It is noted herein that the Respondent has made multiple requests to the Complainant to clear the outstanding dues, however, the Complainant has failed to make the payments.
- vv) That without admitting or acknowledging in any manner the truth or legality of the allegations levelled by the Complainants and without prejudice to the contentions of the Respondent, it is submitted that construction/ completion of the project got hampered due to Force Majeure situations beyond the control of the Respondent. That some of the Force Majeure situations faced by the Respondent which affected or led to stoppage of the work for a brief amount of time are ngt orders/ construction bans, demonetization of Rs. 500 And Rs. 1000 currency notes, gst implications, jat reservation agitation, cascading impact of default of the buyer's on project progress.
- ww) That from the facts indicated above, it is comprehensively established 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 stated hereinabove come within the meaning of force majeure, as stated above. 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 above and therefore the same is not to be taken into reckoning while computing the completion period 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 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.

- xx) It is clear from the aforementioned submissions that the construction/ completion work of the project was hampered due to force majeure situations beyond the control of the respondent. That the respondent despite facing the force majeure situations beyond its control, has completed the construction/development of the project, obtained the occupation certificate and offered possession of the subject unit in terms with MOU.
- yy) That it is evident that the entire case of the complainant is nothing but a web of lies and the false and frivolous allegations made against the respondent are nothing but an afterthought and a concocted story. It is noted herein that the complainant has vehemently failed to showcase how a prima facie case has been built in his favour. Therefore, in view of the aforementioned submissions, the present complaint is neither maintainable nor the complainant is entitled to any relief sought in the present complaint. Thus, the present complaint is liable to be dismissed with heavy cost.

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.

E. Jurisdiction of the Authority

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

E.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.

E.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. 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 relief sought by the complainant.**
- I. Pass an order in favor of the complainant, declaring the demand of Rs. 6,58,055/- towards the interest component along with the additional demand of Rs. 83,104/- towards the maintenance charges as arbitrary, null and void.**
 - II. Pass an order in favor of the complainant, declaring the demand of Rs. 5,91,180/- made in the frivolous offer of possession dated 12.09.2024 and direct the respondent to refund the same.**
 - III. Pass an order to direct the respondent to pay delay possession charges at the prescribed rate of interest on Rs 86,37,784/- on account of its failure to provide the possession of the subject unit to the complainant.**
 - IV. Pass an order to direct the respondent to handover the actual peaceful vacant possession of the unit no. 1204 at 12th floor admeasuring 835sq. ft. of the complainant agreed within the BBA as well as MOU.**
 - V. Any other relief/order or direction which this Hon'ble Authority may deems fit and proper considering the facts and circumstances of the present complaint.**
11. All the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.

12. In the present complaint, the complainant intends to continue with the project and is seeking possession of the subject unit and delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

*.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

13. Clause 3 of the MoU dated 10.07.2020 provides for handing over of possession and is reproduced below:

*"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"*

14. **Due date of possession:** As per clause 3 of the MoU dated 10.07.2020, the possession of the allotted unit was supposed to be offered within a stipulated timeframe of 36 months from the date of execution of that agreement or commencement of construction i.e., 15.12.2015 (as per order dated 05.09.2019 in complaint bearing no. CC/1328/2019) whichever is later. Therefore, the due date has been calculated as 36 months from the start of date of construction of the project being later. Thus, the due date of possession come out to be 10.07.2023.

15. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay,

till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

“Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]
For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the “interest at the rate prescribed” shall be the State Bank of India highest marginal cost of lending rate +2%.: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”

16. The legislature in its wisdom in the subordinate legislation under rule 15 of the rules has determined the prescribed rate of interest. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 19.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80% per annum.
17. The definition of term ‘interest’ as defined under section 2(z a) of the Act provides that the rate of interest chargeable by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

“(za) “interest” means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;”*

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% p.a. by the respondent/promoter which is the same as is being liable to be paid to the complainant in case of delay possession charges.
19. On consideration of documents available on record and submissions made by the complainant, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The possession of the subject unit was to be delivered within stipulated time i.e., by 10.07.2023.
20. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. Therefore, the Authority deems fit that the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.85% p.a. w.e.f. due date of possession i.e., 10.07.2023 till valid offer of possession after obtaining of OC/CC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*.
21. Further, complainant is seeking relief with regard to the waiver of charges demanded by the respondent in offer of possession dated 12.09.2024. Since each component of the demand stands on a different factual and contractual footing, the same is being examined under separate heads as under :-

- **Development charges:** The undertaking to pay the development charges was comprehensively set out in the buyer agreement in clause

10. The said clause of the agreement is reproduced hereunder: -

10. 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, BOCW 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 promoter 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 :** 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.

- **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 who is solely responsible for the disbursement of said amount.
- **Interest on delayed payment:** The Authority has perused offer of possession letter dated 12.09.2024, wherein an amount of Rs.6,58,055/- has been levied towards interest on delayed payment. Upon examination of the record, it is noticed that the complainant has already paid a sum of Rs.74,00,252/- out of the total basic sale consideration of Rs. 65,96,500/- as delineated under clause 3 of MoU. In terms of the payment plan delineated under MoU, it is stipulated

that the complainant is liable to pay the outstanding amount towards IFMS, EDC/IDC, registration charges, stamp duty, and other applicable charges at the time of issuance of the offer of possession. It is evident from the record that the offer of possession of the said unit was issued to the complainant on 12.09.2024 and the OC was received only on 14.08.2024. In view of the provisions of Section 19(7) of the Act, 2016, an allottee is under a statutory obligation to make timely payment of all charges as agreed under the MoU.

- It is an admitted position on record that the occupation certificate for the project was obtained by the respondent only on 14.08.2024 and the offer of possession was thereafter issued on 12.09.2024. Therefore, the liability of the complainant to clear the charges payable at the time of possession could arise only upon issuance of a valid offer of possession after obtaining the occupation certificate from the competent authority. Prior thereto, the respondent could not have fastened any liability upon the complainant for alleged delayed payments relating to possession-linked charges.
- The Authority further observes that although the respondent has sought to levy interest on delayed payment, no documentary material has been placed on record demonstrating the basis of such computation, the date from which the alleged default commenced, the specific demand notices against which such interest has been calculated, or the contractual provision authorising the recovery of the amount claimed. Mere reflection of an amount in the statement of account cannot, by itself, establish the legality or enforceability of such demand. The burden lies upon the respondent to substantiate the levy by producing

cogent material showing that the complainant had defaulted in payment of a valid and payable demand in terms of the agreement executed between the parties.

- In the present case, the respondent itself failed to offer possession within the stipulated period and obtained the occupation certificate much after the contractual due date of possession. In such circumstances, and in the absence of any convincing evidence establishing a default attributable to the complainant, the levy of interest on delayed payment appears arbitrary, unsupported by the record and contrary to the contractual arrangement between the parties. Consequently, the respondent is not entitled to recover the aforesaid amount towards interest on delayed payment from the complainant.
22. Upon perusal of documents available on record, the authority observes that the complainant has paid an amount of Rs.74,00,252/- against the total basic sale consideration of Rs.65,96,500/- and the assured return was payable as per clause 4 of the MoU dated 10.07.2019, which is reproduced below for the ready reference:

Clause 4.

*"The Company shall pay a one time Penalty calculated at the rate of Rs. 31,070/- (Rupees Thirty One Thousand Seventy Only) per month on the said Unit **Totaling to Rs. 3,72,840/- (Rupees Three Lakh Seventy Two Thousand Eight Hundred Forty Only) for the period of 12 months, With effect from 25th June 2020 (Effective Date-II) till 24th June 2021 (End Date-II) Subject to TDS, Taxes, cess or any other levy which is due and payable by the Allottee(s)."***

23. Thus, as per the abovementioned clause the assured return was payable @Rs.31,070/- per month w.e.f. 25.06.2020 until 24.06.2021

24. The Authority is of the view that as per the MoU dated 10.07.2019, it was obligation on part of the respondent to pay the assured return till the offer of possession. The occupation certificate for the project in question was obtained by the respondent on 14.08.2024. Accordingly, the respondent/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs. 31,070/- from the date i.e. 25.06.2020 until 24.06.2021

G. Directions of the Authority

25. 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 interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e. 10.07.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- II. The respondent/promoter is directed to pay the assured returns to the complainant at the agreed rate i.e., @Rs.31,070/- from the effective date as per clause 4 of the MoU i.e., 25.06.2020 till 24.06.2021 after deducting the amount already paid on account of assured return to the complainant.

- III. 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 @8.80% p.a. till the date of actual realization.
- IV. The respondent shall not charge anything from the complainant which is not part of the MoU or buyers' agreement. The respondent is not entitled to charge FTTH and Labour cess from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by *Hon'ble Supreme Court in Civil Appeal nos. 3864-3889/2020 on 14.12.2020.*
- V. The respondent is directed to recover development charges only on an actual and pro-rata basis, strictly supported by documentary proof of payments.
- VI. The respondent/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. 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.

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.

26. Complaint stands disposed of.

27. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 19.05.2026

HARERA
GURUGRAM