BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**2740 of 2025**
Date of complaint	:	**03.06.2025**
Date of order	:	**29.09.2026**

Parminder Pal Singh and Harjeet Kaur,
Both R/o: - 72, First Floor,C-Block,
Kirti Nagar, Delhi-110015.

Complainants

Versus

M/s KS Propmart Private Limited.
Regd. office at: Plot No. 211, Sector 19, Dwarka,
District Court Complex Dwarka, South West Delhi, Delhi.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Priyanka Agarwal (Advocate) Complainants
None Respondent

ORDER

1. This complaint has been filed by the complainant/allottees 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 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Details
1.	Name and location of the project	"Park Street" formerly known as "85 Avenue" Sector -85, Gurugram
2.	Project area	2.85 acres
3.	Nature of project	Commercial
4.	RERA registered/not registered	**Registered** **Vide no.** 41 of 2019 dated 30.07.2017 **Valid/renewed up to**- 31.12.2021
5.	DTCP license no. & validity status	100 of 2013 dated 02.12.2013 **Valid/renewed up to**- 01.12.2019 **Licensee**- M/s K.S Propmart Pvt. Ltd.
6.	Date of Allotment	31.03.2022 (page no. 27 of complaint)
7.	Unit No.	S-04, Second Floor (page no. 27 of complaint)
8.	Unit admeasuring area	710 sq. ft. (tentative super area) (page no. 35 of complaint)
9.	MoU dated	02.04.2022 (page 31 of complaint)
10.	Assured Return Clause	**3.1.1 PRE-POSSESSION LEASE RENTAL:** *No Pre Possession Lease Rental is payable to the Allottee for the period of first* ***18 months starting from the date of 31.03.2022. If the offer of possession is delayed beyond 18 months from the date of 31.03.2022 for any reason other than force*** *majeure as defined herein* ***then the Developer shall pay Pre Possession Lease Rental per month to be calculated after taking into account received consideration to the Allottee on pro-rata basis from the 19th month till offer of Possession is issued to the allottee for Retail Block of the Building.*** *Thereafter, the Developer shall pay to the Allottee,* ***a pre-possession lease***

		rental at the rate of Rs. 55/- (Rupees Fifty Five Only) per sq. ft with effect from 01.10.2023 till the offer of possession *(hereinafter interchangeably referred to as the Pre-Possession Lease Rental'). Any GST or other indirect Taxes if levied by any Government Authority(ies) on this pre-possession Lease shall be borne by the Second Party.* (as per page 37 of complaint)
11.	Agreement for sale	03.02.2023 (page 45 of complaint)
12.	Possession clause	***7.1 Schedule for possession of the said unit for commercial use-*** *Schedule for possession of the said Unit for Commercial usage - The Promoter agrees and understands that timely delivery of possession of the Unit for Commercial usage along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority within a period of* ***60 months with additional grace of 5 months from the date of execution of this agreement subject*** *to such extension as may be permitted by terms and conditions of this Agreement including the extension arising out of force majeure conditions or by the order of the competent authorities ....*
13.	Due date of possession	13.07.2028 (Calculated as per *possession clause including grace period)*
14.	Basic sale price	Rs.28,27,220/- (page no. 27 of complaint)
15.	Amount paid by complainants	Rs.10,61,800/- (as per page 29,87-88 of complaint)
16.	Cancellation on non-payment of PLC amounting to Rs.8,37,800/-	30.07.2024 (page 84 of complaint)

17.	Email by respondent regarding revival of unit	22.08.2024 (page 89 of complaint)
18.	Intimation regarding change in super area dated 22.05.2025	915.85 sq.ft. instead of 710 sq.ft. (page 90 of complaint)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered
21.	Reminder for clearance of dues	30.05.2025 (page 91 of complaint)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

I. That in 2022, the respondent issued an advertisement announcing a commercial Project "Park Street" at Sector – 85, Gurugram, and thereby invited applications from prospective buyers for the purchase of unit in the said project.

II. That the complainants while searching for a unit were lured by such advertisements of company and calls from broker of the respondent for buying a commercial unit in project of the respondent.

III. That the complainants had booked Unit No. S-04, situated on the 2nd Floor, admeasuring 319.5 sq. ft. of carpet area and 710 sq. ft. of super built-up area, in the aforementioned project. The said unit was duly allotted to the complainants vide allotment letter dated 31.03.2022. The total sale consideration for the said unit was fixed at Rs.28,27,220/-. On the same date, i.e., 31.03.2022, the complainants made an initial payment of Rs. 2,24,000/-, which was duly received and acknowledged by the respondent.

IV. That although the Act, 2016 had come into force, the respondent, instead of executing a statutory builder buyer agreement in accordance with the provisions of the act, executed a memorandum of understanding (MOU) dated 02.04.2022 with the complainants. As per Clause 1.1 of the said MOU, the total sale consideration for Unit No. S-04 was confirmed to be

Rs.28,27,220/-. Further, Clause 3.1.1 of the MOU clearly stipulates that in the event the offer of possession is delayed beyond a period of 18 months from the date of 31.03.2022, for any reason other than force majeure, the respondent shall be liable to pay assured return/pre-possession lease rental to the complainants on a monthly basis, calculated on a pro-rata basis from the 19th month until the actual offer of possession. Additionally, as per the terms of the MOU, the respondent expressly agreed to pay the complainants a pre-possession lease rental at the rate of Rs. 55/- per sq. ft. per month with effect from 01.10.2023 until the date of possession. Moreover, Clause 3.1.2 provides that after possession, the respondent shall pay lease rental @ Rs. 61/- per sq. ft. per month to the complainants until a tenant is inducted in the unit or for a period of one year from the date of possession, whichever is later. However, despite the lapse of the stipulated period, the respondent has failed and neglected to pay the assured return/pre-possession lease rental to the complainants, which clearly indicates the respondent's malafide intent and wilful default. It is pertinent to mention that the respondent, vide letter dated 13.09.2023, unequivocally admitted that the assured return/pre-possession lease rental payable from 01.10.2023 onwards shall be adjusted against the balance sale consideration of the unit.

V. That despite several requests made by the complainants, the respondent executed the agreement to sale only on 03.02.2023 nearly 10 months after the allotment of the unit. As per clause 1.2 of the said BBA, the total sale consideration of the subject unit has been stated to be Rs. 28,27,220/- out of which Rs, 10,61,800/- was duly paid by the complainants. Further, Clause 7.1 of the BBA stipulates that the respondent shall deliver possession of the unit within a period of 60 months from the date of execution of the agreement, i.e., by 03.02.2028.

It is respectfully submitted that the respondents had made the BBA filled with the one-sided clauses that are wholly arbitrary, unreasonable, and illegal.

VI. That the Clause 1.3 of BBA states that the respondent can amend the area of unit in his own way, it is pertinent to mention here that the respondent did not say anything about the consent of the complainant regarding the change in unit. The respondent had pre-planned that by inserting these one-sided clauses, in future, they can demand any amount referring to these clauses and the same has been done by the respondent by charging the PLC without any clarification and by extended the area of the unit to extract the extra amount from the complainant.

VII. That the respondent failed to clearly disclose charges such as EDC, IDC, and PLC, merely stating that these charges "shall be charged if applicable," which is arbitrary, vague, and contrary to the prescribed RERA format.

VIII. That vide its letter dated 13.09.2023, the respondent waived off EDC/IDC charges for the unit. The payment plan of annexed with the BBA also do not disclose about that what will be criteria of charging PLC, it only states that PLC will be charged if applicable, there is mention about that what is the area of applicability.

IX. There the respondent continued to raise unjustified demands towards preferential location charges (PLC) amounting to Rs.8,37,800/-, without providing any breakup or basis for the calculation of such charges and asked the respondent to collect a refund of Rs. 6,45,900/-. Neither the memorandum of understanding (MoU) nor the builder buyer agreement (BBA) contains any clause or annexure detailing the rate, nature, or criteria for levying PLC. This deliberate omission is not only arbitrary and illegal but also in gross violation of the principles of transparency

and fairness mandated under the Act, 2016. It is respectfully submitted that despite repeated objections by the complainants and requests for clarification, the respondent failed to furnish any computation or legal justification for the PLC demand. Instead of addressing the complainants' legitimate concerns, the respondent proceeded to issue a termination/cancellation letter dated 30.07.2024 and a cheque to refund the previously paid amount which clearly demonstrating their malafide intent to coerce the complainants into paying arbitrary sums.

X. That despite the arbitrary and baseless threat of termination of the unit by the respondent, the complainants, acting in good faith and with a genuine intent made further payments of Rs.4,49,999/- on 31.07.2024 and Rs.3,87,800.01/- on 12.08.2024, both of which were duly accepted by the respondent, who also issued receipts on the same dates. This conduct clearly exposes the malafide and inconsistent approach of the respondent on one hand alleging termination due to non-payment, and on the other hand, accepting substantial amounts post-termination without any protest or refund. Such contradictory actions not only invalidate the termination but also reflect the respondent's coercive tactics to extract money under duress, in complete violation of the principles of transparency, fair dealing, and statutory obligations under the Act, 2016. It is submitted that once the complainants succumbed to the illegal demands of the respondent company, the respondent vide its email dt. 22.08.2024, reinstated the allotment of the complainants.

XI. That the respondent had increased the super area of unit from 710 sq. ft. to 915.85 sq. ft. without any prior information or consent of the complainant resulting in an inflated and illegal enhancement of the total sale consideration to Rs. 67,53,622/-. Shockingly, the respondent calculated the cost of the increased area at the present market rate of Rs.12,000 per sq. ft., despite the fact that the complainants had booked

the unit in 2023, when rates were considerably lower. The said letter is merely an intimation and cannot be construed as a valid consent. No prior opportunity was granted, nor was any revised sanctioned plan or justification for the increased area provided. Additionally, the respondent vide the said letter further directed the complainants to respond within 7 days, failing which the respondent threatened to either shift the unit or refund the amount with interest an act of coercion and intimidation. The respondent's conduct amounts to unilateral imposition of financial burden and reflects a malafide intention to extort money from the complainants under the pretext of increased area.

XII. That the respondent again sent letter dt. 30.05.2025 through whatsapp demanding payment towards illegally increased area without proper justification, threatening to impose delay penalty.

XIII. That the respondent has played a fraud upon the complainants and have cheated him fraudulently and dishonestly with numerous false promises of guaranteed assured return and guaranteed minimum payment. Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
   i. Direct the respondent to handover possession and to pay delay possession charges.
   ii. Quash one-sided clause of MoU/BBA and demand letters dated 22.05.2025 and 30.05.2025.
   iii. Quash illegal demand for extended area.
   iv. Direct the respondent to refund PLC charges.
   v. Direct the respondent to pay assured return as per MoU.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

6. Despite due service of notice, neither anyone has put in appearance on behalf of respondent before the Authority, nor any written reply to the present complaint has been received from it. Thus, the respondent was proceeded ex-parte vide proceedings dated 29.09.2026. In view of the above, the Authority is deciding the complaint on the basis of these undisputed documents available on record and submissions made by the complainants.

7. 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 submissions made by the complainants.

D. Jurisdiction of the Authority:

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

D.I Territorial Jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D.II Subject-matter Jurisdiction

10. 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)(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.

11. 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.

E. Findings on the relief sought by the complainants:

E.I Direct the respondent to handover possession and to pay delay possession charges.

12. In the present complaint, the complainants intend 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."*

13. Clause 7 of the buyer's agreement dated 03.02.2023 provides for handing over of possession and is reproduced below:

> *"**7.1 Schedule for possession of the said unit for commercial use-** Schedule for possession of the said Unit for Commercial usage - The Promoter agrees and understands that timely delivery of possession of the Unit for Commercial usage along with parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority within a period of **60 months with additional grace of 5 months from the date of execution of this agreement subject** to such extension as may be permitted by terms and conditions of this Agreement including the extension arising out of force majeure conditions or by the order of the competent authorities..."*

14. As per clause 7.1 of the buyer's agreement, the respondent/promoter undertook to handover possession of the unit to the complainants within 60 months from the date of execution of the agreement, with an extension of five months due to force majeure conditions. The said grace period of 5 months being unqualified, is allowed to the respondent. Thus, the due date of

possession, including the grace period of 5 months comes out to be 03.07.2028.

15. Proviso to Section 18(1) of the Act, 2016, provides that in case, the allottee does not intend to withdraw from the project, the promoter is liable to pay interest at the prescribed rate on the amount paid in respect of unit for every month of delay, till the handing over of the possession if it fails to complete or is unable to give possession of the unit in accordance with the terms of the agreement for sale or due to discontinuance of business. However, the Authority observes that in the present case, the due date for possession is 03.07.2028. Accordingly, no case for delay possession charges is made out under Section 18 of the Act.

16. The Authority further observes that as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and 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. However, the occupation certificate for the project has not been obtained by the respondent till date. In view of the above, the respondent is directed to handover possession of the subject unit to the complainants in terms of the buyer' s agreement dated 03.02.2023 and execute conveyance deed in terms of Section 17(1) of the Act post receipt of occupation certificate from the competent authority.

E.II Quash one-sided clause of MoU/BBA and demand letters dated 22.05.2025 and 30.05.2025.

E.III Quash illegal demand for extended area.

E.IV Direct the respondent to refund the PLC charges.

17. The complainants have submitted that there are several clauses available in the buyer's agreement and MoU executed between the parties which are one sided and illegal and sought removal of such clauses. The Authority observes that the complainants voluntarily executed the MoU dated 02.04.2022 and

subsequently buyer's agreement dated 03.02.2023 with the respondent against the subject unit and did not raise any objection with regard to the terms and conditions thereof prior to or at the time of its execution. Accordingly, any challenge to the terms and conditions of the buyer's agreement/MoU, having been raised at this belated stage, cannot be entertained.

18. As far as the grievance of the complainants pertaining to demand for extended area, PLC charges vide demand letters dated 22.05.2025 and 30.05.2025 is concerned, it is observed that in terms of the payment plan agreed between the parties vide agreement for sale dated 03.02.2023, the balance consideration against the unit in question was liable to be paid at the time of offer of possession. It is an admitted position that the respondent-promoter has, till date, not applied for the OC. However, vide its letter dated 22.05.2025 titled *"Intimation regarding Change in Super Area"*, unilaterally enhanced the super area of the subject unit from 710 sq. ft. to 915.85 sq. ft., thereby effecting an increase of approximately 29%, and raised an additional demand on account thereof. It is further observed that the agreement for sale in respect of the subject unit was executed subsequent to the coming into force of the Act, 2016. Although Clause 1.8 of the agreement dated 03.02.2023 purports to permit an increase in the area up to 10%, the said stipulation is not in conformity with Clause 1.7 of the model agreement for sale appended to the Haryana Real Estate (Regulation and Development) Rules, 2017, which permits variation in the area only to the extent of 5%. Accordingly, the respondent-promoter is directed to restrict any demand on account of variation in the area to the permissible limit of 5% as contemplated under Clause 1.7 of the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017.

19. Further, as per the buyer's agreement dated 03.02.2023, the respondent can charge PLC charges as applicable from the complainants. However, the

respondent vide demand letter dated 22.05.2025 raised a demand of Rs.9,15,850/- towards PLC charges without any justification or bifurcation to the complainants. Furthermore, the respondent also failed in disclosing the preferential location against which the preferential location charges has been levied against the subject unit. As per Section 19(1) of the Act, 2016, the allottee is entitled to obtain information relating to sanctioned plans, layout plan along with specifications, approved by the competent authority and such other information as provided in the Act or rules and regulations made thereunder or the agreement for sale signed with the promoter. Thus, the Authority is of view that the respondent/promoter can charge amount on account of preferential location charges from the complainants only on furnishing details and proof to the complainants about PLC applicability on the unit opted by them within a period of one month failing which the respondent shall refund the amount so collected from the complainants on account of PLC charges.

E.V Direct the respondent to pay assured return as per MoU.

20. The complainants are further seeking relief with respect to payment of pre-possession lease rental/assured return as per MoU dated 02.04.2022. It is observed that vide Clause 3.1.1 of the memorandum of understanding dated 02.04.2022, the respondent has promised to pay pre-possession lease rental/assured return from 01.10.2023 till offer of possession, at the rate of Rs.55/- per sq.ft. of super area of the premises per month.

21. At this stage, it is important to stress upon the definition of term allottee under the Act, 2016. The definition of "allottee" as per section 2(d) of the Act of 2016 provides that an allottee includes a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. Section 2(d) of the Act of 2016 has been reproduced for ready reference:

2(d)

"allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

Keeping in view the above-mentioned facts and the definition of allottee as per Act of 2016, it can be said that the complainants are allottees.

22. The complainants are seeking unpaid assured returns on monthly basis as per the MOU dated 02.04.2022 at the rates mentioned therein. It is pleaded by the complainants that the respondent has not complied with the terms and conditions of the said MoU.

23. The Authority observes that the MoU dated 02.04.2022 can be considered as an agreement for sale interpreting the definition of the agreement for "agreement for sale" under section 2(c) of the Act and broadly by taking into consideration the objects of the Act. Therefore, the promoter and allottee would be bound by the obligations contained in the memorandum of understandings and the promoter shall be responsible for all obligations, responsibilities, and functions to the allottee as per the agreement for sale executed inter-se them under section 11(4)(a) of the Act. An agreement defines the rights and liabilities of both the parties i.e., promoter and the allottee and marks the start of new contractual relationship between them. This contractual relationship gives rise to future agreements and transactions between them.

24. The money was taken by the builder as deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the builder promised certain amount by way of assured returns for a certain period. So, on his failure to fulfil that commitment, the allottees have a right to approach the authority for redressal of their grievances by way of filing a complaint. If the project in which the advance has been received by the

developer from an allottee is an ongoing project as per section 3(1) of the Act of 2016, then, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainants besides initiating penal proceedings. The promoter is liable to pay that amount as agreed upon. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the said memorandum of understanding.

25. In the present complaint, the pre-possession lease rental/assured return was payable as per clause 3 of MoU, which is reproduced below for the ready reference:

> ***3. Assured Return***
>
> *3.1.1"No Pre Possession Lease Rental is payable to the Allottee for the period of first* ***18 months starting from the date of 31.03.2022. If the offer of possession is delayed beyond 18 months from the date of 31.03.2022 for any reason other than force*** *majeure as defined herein* ***then the Developer shall pay Pre Possession Lease Rental per month to be calculated after taking into account received consideration to the Allottee on pro-rata basis from the 19th month till offer of Possession is issued to the allottee for Retail Block of the Building.***
>
> *Thereafter, the Developer shall pay to the Allottee,* ***a pre-possession lease rental at the rate of Rs. 55/- (Rupees Fifty Five Only) per sq. ft with effect from 01.10.2023 till the offer of possession*** *(hereinafter interchangeably referred to as the Pre-Possession Lease Rental'). Any GST or other indirect Taxes if levied by any Government Authority(ies) on this pre-possession Lease shall be borne by the Second Party."*

Since, the occupation certificate for the project has not been obtained by the respondent till date, accordingly the pre-possession lease rental/assured return was payable @Rs.55/- per sq. ft. of super area of the premises per month w.e.f. 01.10.2023, till the date of offer of possession.

26. In light of the reasons mentioned above, the authority is of the view that as per the MoU dated 02.04.2022, it was obligation on the 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 02.04.2022. Accordingly, the liability of the respondent

to pay assured return as per MoU is still continuing. Hence, the respondent/promoter is directed to pay pre-possession lease rental/assured return to the complainants at the agreed rate i.e., @Rs.55/- per sq. ft. of super area of the premises from the date i.e., 01.10.2023 till the date of offer of possession post receipt of occupation certificate for the retail block of the building as per the memorandum of understanding, after deducting the amount already paid on account of assured returns to the complainants.

F. Directions of the authority:

27. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

i. No case for delay possession charges is made out under Section 18 of the Act.

ii. The respondent is directed to restrict any demand on account of variation in the area to the permissible limit of 5% as contemplated under Clause 1.7 of the 'agreement for sale' annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017.

iii. The respondent can charge amount on account of preferential location charges from the complainants only on furnishing details and proof to the complainants about PLC applicability on the unit opted by them within a period of one month failing which the respondent shall refund the amount so collected from the complainants on account of PLC charges.

iv. The respondent is directed to pay assured return to the complainants at the agreed rate i.e., @Rs.55/- per sq. ft. of super area of the premises from the date i.e., 01.10.2023 till the date of offer of possession post receipt of occupation certificate for the retail block of the building as

per the memorandum of understanding, after deducting the amount already paid on account of assured returns to the complainants.

v. The respondent is directed to pay arrears of accrued assured return as per MoU dated 02.04.2022 till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainants and failing which that amount would be payable with interest @8.80% p.a. till the date of actual realization.

vi. The respondent/promoter shall handover possession of the unit to the complainants in terms of the agreement dated 03.02.2023 and execute conveyance deed in their favour as per Section 17(1) of the Act of 2016 post receipt of occupation certificate from the competent authority.

vii. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement dated 03.02.2023.

28. Complaint stands disposed of.

29. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026