

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

Complaint no.	:	4627 of 2025
Date of Filing:		24.09.2025
Date of Decision:		17.07.2026

Kalpna

R/o: AM – 195 (Basement), Shalimar Bagh,
Delhi-110088**Complainant**

Versus

1. M/s Neo Developers Pvt. Ltd.

2. Ashish Anand

3. Manish Bhola

Office: 32-B, Pusa Road, New Delhi - 110005**Respondents****CORAM:**

Shri Arun Kumar

Chairman**APPEARANCE:**

Sh. JS Dhull and Rahul Sangwan

Sh. Dushyant

Advocates for the complainant

Advocate for the respondents

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.	Unit no.	3 rd Floor (page no. 36 of complaint)
7.	Unit area admeasuring	350 sq. ft. (page no. 36 of complaint)
8.	Buyer's agreement	08.10.2018 (page no. 33 of complaint)
9.	MOU	08.10.2018 (page no. 53 of complaint)
10.	Assured return clause	4. The Company shall pay a monthly assured return of Rs. 34,363/- on the total amount received with effect from 08.10.2020 before deduction of tax at source and service tax, Cess or any other levy which is due and payable by the Allottee(s) to the Company and the balance sale consideration shall be payable by the allottee (s) to the company in accordance with the Payment Schedule annexed as Annexure-I. The monthly assured return shall be paid to the Allottee(s) until the commencement of first lease on the said unit. This shall be paid from the effective date. (page no. 57 of complaint)
11.	Basic sale consideration	Rs. 20,38,750/- (as per payment plan at page 50 of complaint)

12.	Amount paid by the complainant	Rs. 19,60,000/-
13.	Occupation certificate	14.08.2024
14.	Offer of possession	03.01.2025 (page no. 63 of complaint)

B. Facts of the complaint

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

- I. That in the year 2018, the respondent no. 1, through its agents/salesmen, approached the complainant and offered her a unit in the respondent no. 1 project "Neo Square" situated at 109, Dwarka Expressway, Gurgaon (hereinafter referred to as "the said project").
- II. That the respondent no. 1, through its agents/salesmen, represented the said project as a commercial venture promising lucrative offers and high returns on investment. The respondent no. 1 further assured the complainant of an imminent real estate investment opportunity.
- III. That although the complainant initially declined the offer, citing concerns regarding the prevalent issue of builders failing to deliver projects on time thereby causing buyers' funds to be blocked the respondent no. 1 persistently presented a misleadingly attractive picture of the project and continued to assure the complainant of exceptional returns on her investment. To further convince the complainant, the respondent no. 1 proposed an "Assured Return Plan" purportedly securing her financial interests.
- IV. That the respondent no. 1, through its agents/salesmen, offered the complainant a monthly assured return. The respondent no. 1 represented to the complainant that immediately upon purchasing a unit in the said project, she would start receiving a monthly amount of Rs. 34,000/-.

- V. That the respondent no. 1 also represented to the complainant that the said project was duly registered with Haryana RERA and that the building plan had been sanctioned by the competent authorities. Upon inquiry, the respondent no. 1 even showed the complainant purported approval documents to reinforce these
- VI. That relying upon the assurances of RERA registration and sanctioned building plans, the complainant was led to believe that the project was genuine and capable of offering good returns. Deceived by such misrepresentations, the complainant agreed to purchase a unit in the said project.
- VII. That accordingly, the complainant entered into an agreement/memorandum of understanding dated 08.10.2018 with the respondent no. 1. The total consideration amount for the unit was Rs. 17,50,000/- inclusive of all applicable taxes and additional services promised by the respondent no. 1.
- VIII. That the complainant duly fulfilled her obligations under the said agreement and paid the entire consideration amount through cheques, as stipulated. The respondent no. 1 acknowledged receipt of the said payment, which is recorded under Clause '4' of the agreement.
- IX. That under clause '4' of the said agreement, the respondent no. 1 expressly promised to pay the complainant a monthly amount of Rs.34,363/- commencing from 08.10.2020.
- X. That despite the assurances and the contractual commitments under the said agreement, the respondent no. 1 has failed to fulfil any of its obligations. Even after the lapse of over four years, the complainant has neither received any of the assured returns promised nor has she been

handed over possession of any unit in the said project, despite repeated requests and follow-ups.

- XI. That upon making a personal inquiry about the said project, the complainant discovered that the respondent no. 1 applied for RERA registration only on 16.01.2020. However, at the time of entering into the agreement on 08.10.2018, the respondent no. 1 had falsely claimed that RERA registration and building plan approval had already been obtained. It was further revealed that the building plan was approved only on 16.10.2019.
- XII. That despite the complainant paying even more than the full and final amount as per the agreement, respondent no. 1 very cunningly issued a demand notice dated 09-12-2024, seeking an amount of 4,48,652/- pursuant to an alleged demand notice dated 09-12-2024.
- XIII. That the said notice/demand letter dated 09-12-2024 was never received by the complainant and is merely alleged by the respondent no. 1 to arm twist the complainant to extort money.
- XIV. That thereafter the respondent no. 1 sent another demand notice dated 03-01-2025 citing the illegal demand of another illegal demand 4,48,652/- vide letter dated 09-12-2024. That the respondent no. 1 got even more greedy and sent another demand notice dated 01-03-2025 and thereby raised his demand at Rs.4,50,827/.
- XV. That the respondent no. 1 Once again sent a demand notice dated 17-04-2025. Thereby demanding a payment of Rs. 14,45,500/- as the fit-out charges for his unit.

C. Relief sought by the complainant:

4. The complainant in the present complaint is seeking the following relief(s).

- (i) Direct the respondent no. 1 to pay assured return at an agreed rate of Rs.34,363/- per month from August 2020 till the unit is leased out along with interest at the rate of 18% per annum on delayed payments.
 - (ii) Direct the respondent no. 1 to grant possession of unit no. 67, admeasuring 350 sq. ft. on 3rd floor as originally allotted to the complainant.
 - (iii) Declare the demand notice dated 03.01.2025, 01.03.2025, 17.04.2025 as null and invalid.
5. The present complaint was filed on 13.05.2025. The counsel for the respondent no. 1 has not filed the reply in the registry of the Authority and none appearing on behalf of respondent no. 1. The authority sent notice which is duly served to the respondent-builder to appear and argue in the matter but on hearing dated 21.11.2025, 09.01.2026, 06.02.2026 and 27.03.2026 it failed to appear and argue the matter. It shows that the respondent no. 1 was intentionally delaying the procedure of the Authority by avoiding to file written reply. Therefore, the authority assumes/ observes that the respondent no. 1 has nothing to say in the present matter and accordingly the defence of the respondent no. 1 is hereby struck off.
6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the Authority:

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

D.I Territorial jurisdiction

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

D.II Subject-matter jurisdiction

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

E. Findings on the reliefs sought by the complainant:

- i. Direct the respondent no. 1 to pay assured return at an agreed rate of Rs. 34,363/- per month from August 2020 till the unit is leased out along with interest at the rate of 18% per annum on delayed payments.**

11. In the instant complaint, the complainant duly booked a unit located on the Third Floor admeasuring 350 sq. ft. in the respondent no. 1's project namely, Neo Square situated at Sector-109, Gurugram. The Memorandum of Understanding (MOU) was executed between the parties dated 08.10.2018 and on the same date the builder buyer agreement was also got executed between the parties.
12. The complainant in the present complaint is seeking relief w.r.t payment of assured return as per the terms of the MoU dated 08.10.2018. The complainant has submitted that as per clause 4 of the said MoU, it was agreed that the respondent no. 1 would pay monthly penalty charges of Rs.34,363/- with effect from 08.10.2020 until the commencement of first lease on the said unit. The complainant is seeking unpaid assured return on monthly basis as per the MoU dated 08.10.2018 at the rates mentioned therein. It is pleaded by the complainant that the respondent no. 1 has not complied with the terms and conditions of the said MoU.
13. In the present complaint, the assured return was payable as per clause 4 of the MoU dated 08.10.2018, which is reproduced below for the ready reference:

*4. The Company shall pay a monthly assured return of **Rs. 34,363/-** on the total amount received with effect from **08.10.2020** before deduction of tax at source and service tax, Cess or any other levy which is due and payable by the Allottee(s) to the Company and the balance sale consideration shall be payable by the allottee (s) to the company*

*in accordance with the Payment Schedule annexed as Annexure-I. The monthly assured return shall be paid to the Allottee(s) **until the commencement of first lease on the said unit.** This shall be paid from the effective date.*

14. Thus, the assured return was payable @Rs.34,363/- per month w.e.f. 08.10.2020, till the commencement of first lease of the said unit.
15. In light of the reasons mentioned above, the authority is of the view that as per the MoU dated 08.10.2018, it was obligation on part of the respondent no. 1 to pay the assured return. It is necessary to mention here that the respondent no. 1 has failed to fulfil its obligation as agreed inter se both the parties in MoU dated 08.10.2018. Further, it is to be noted that on 14.08.2024 the occupation certificate for the unit was received and thereafter the possession of the unit was offered on 03.01.2025. Hence, the respondent no. 1/promoter is liable to pay assured return to the complainant at the agreed rate i.e., @Rs.34,363/- per month from the date i.e., 08.10.2020 till the commencement of first lease.

ii. Direct the respondent no. 1 to grant possession of unit no. 67, admeasuring 350 sq. ft. on 3rd floor as originally allotted to the complainant.

16. The complainant is also seeking direction w.r.t the possession of the unit. The Authority observes that clause 8 (e) of the MOU dated 08.10.2018 is relevant and reproduced hereunder for ready reference:

That the unit will be constructed and completed by the company and will be handed over to the lessee directly. The company is duly authorized by the allottee (s) to enter into a lease deed with the lessee of their choice either before or after the execution of sale deed in favor of the allottee (s). The allottee undertakes to not

raise objection regarding the same at any stage and bear all costs and expenditure for leasing.

17. In view of the explicit contractual terms contained in the MOU dated 08.10.2018, the Allottee is not entitled to physical possession of the unit.

iii. Declare the demand notice dated 03.01.2025, 01.03.2025, 17.04.2025 as null and invalid

18. The complainant has sought relief that the demand notices dated 03.01.2025, 01.03.2025 and 17.04.2025 should be declared as null and void. The Authority is of the view that the respondent no. 1 shall not charge anything from the complainant which is not part of the MoU or buyers' agreement.

F. Directions of the Authority:

19. 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):
- The respondent no. 1/promoter is directed to pay the assured return to the complainant per month as per the MoU dated 08.10.2018 at the agreed rate i.e., @ Rs.34,363/- per month from the date i.e., 08.10.2020 till the commencement of first lease after deducting the amount already paid on account of assured return to the complainant.
 - The respondent no. 1/promoter is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding

dues, if any, failing which that amount would be payable with interest @8.80% p.a. till the date of actual realization.

iii. The respondent no. 1 shall not charge anything from the complainant which is not part of the MoU or buyers' agreement.

20. Complaint as well as applications, if any, stands disposed off accordingly.

21. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026


HARERA
GURUGRAM