BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**6038 of 2025**
Date of complaint	:	**01.12.2025**
Date of order	:	**08.09.2026**

Komal Gulia,
R/o: - Flat No. 802, Block C-1, Tulip Ace, Sector-89, Gurugram-122505. **Complainant**

Versus

M/s KS Propmart Private Limited.
Regd. office at: 5-0/11-15, VSR 114 Avenue, Sector 114, Bajghera, Gurugram-122017. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Saurabh Sachdeva (Advocate) Complainant
Jagdeep Yadav (Advocate) Respondent

ORDER

1. This complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. **Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	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	30.11.2020 (page no. 21 of complaint)
7.	Unit No.	F-26, First Floor (page no. 21 of complaint)
8.	Unit admeasuring area	405 sq. ft. (super area) (page no. 21 of complaint) Increase in area- 545.62 sq.ft (page 93 of reply)
9.	MoU dated	30.11.2020 (page 23 of complaint)
10.	Agreement for sale	05.01.2023 (page 39 of complaint) Carpet area- 182.02 sq.ft. (page 44 of complaint)
11.	Possession clause	***7.1 Schedule for possession of the said unit for commercial use-*** *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 period of 05 months from the date of execution of this agreement....***
12.	Due date of possession	05.06.2028

		(Calculated as per possession clause + Grace period of 5 months is allowed being unqualified)
13.	Pre-possession lease rental	***ARTICLE 3*** ***3.1.1.PRE-POSSESSION LEASE RENTAL:*** *"The developer shall pay to the Allottee pre-possession lease rental from 20/11/2020 till the application of Occupation Certificate is filed for Retail Block, at the rate of Rs.78.84/- per sq.ft. of super area of the premises per month."* (page 31 of complaint)
14.	Basic sale price	Rs.22,45,725/- (page no. 46 of complaint) **Revised BSP after increase in area- Rs.43,55,025/-** (Page 93 of reply)
15.	Amount paid by complainant	Rs.12,29,938/- (as admitted by the respondent at page no. 5 of reply)
16.	Intimation regarding change in super area dated 27.01.2025	405 sq.ft. to 545.62 sq.ft. (page 93 of reply)
17.	Notice for payment of outstanding dues	06.02.2025 (page 95 of reply)
18.	Pre-cancellation letter	20.02.2025 (page 96 of reply)
19.	Cancellation	28.02.2025 (page 97 of reply)
20.	Occupation certificate	Not obtained
21.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiency in the services committed by the respondent in regard to unit no. F-26, 1st Floor, Retail Block measuring 405 square feet super area in the project 'Park Street' at Sector 85, Gurugram, Haryana bought by the Complainant, paying her hard earned money.

II. That the respondent and its associate company is in the possession of the land measuring approximately 2.85 acres situated in revenue estate of Village Badha, Sector 85, District Gurugram, Haryana. The Director, Town and Country Planning, Haryana (DTCP) has granted a License No. 100 of 2013 dated 02.12.2013 for construction and developing commercial colony.

III. That the complainant has paid Rs.16,76,850/- till 2023 which is 100% payable amount in regard to said unit, to the respondent but the respondent all of the sudden in March, 2024 introduced the Devyansh Group as the new controlling entity and suddenly without prior information and consent of the complainant unilaterally increase the size of the unit from 405 sq. ft. to 545.62 sq. ft. super area and also failed to pay the Pre-possession lease rent as per MOU dated 30th November, 2020 and when the complaint made several attempts to ascertain the reason of increased area, status of construction and to secure overdue rental payments, the respondents deliberately sent the cancellation letter dated 20th February, 2025. The respondents have failed to perform their part of obligations rightfully and legally, by deliberately increased the super area, not paying pre-possession lease rent and by issuing illegal cancellation letter.

IV. That the complainant pleads that the lawful and rightful pre-possession lease rent be paid by the respondents along with interest at the prescribed rate as per the Act, 2016 or the refund of whole payment along with interest at the prescribed rate as per the Act, 2016. The complainant has lost faith in the respondent, but she has faith and believes that through HRERA, Gurugram her rights will be protected and ensured. Hence, the present complaint is filed.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
   i. Set aside cancellation letter dated 20.02.2023.
   ii. Direct the respondent to pay pre-possession lease rent as per MoU.
   iii. Restrain the respondent from increasing area of the unit beyond the permissible limit as prescribed.
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.

D. Reply by the respondent

6. The respondent vide its reply dated 05.05.2026 has made the following submissions: -

i. That the complainant made an application for provisional allotment of a unit bearing no. F-26 on the First floor measuring a tentative super area of 405 sq. ft. in the project developed by the respondent vide application form. The said unit was provisionally allotted to the complainant vide allotment letter dated 30.11.2020.

ii. That as per the MoU, the price of the unit for an area admeasuring having a tentative super area of 405 sq. ft. was Rs.22,45,725/- exclusive of EDC, IDC, IFMS, electricity connection charges, power backup charges, air conditioning charges, tax and other such levies/cesses/VAT as may be imposed by any statutory authority.

iii. That the complainant has made a payment of Rs.12,29,938/-, including service taxes, to the respondent at the time of the allotment. Further, as per the payment plan attached a Schedule- 1 to the MOU, the complainant was liable to make payment toward EDC, and IDC as and when demanded and other charges at the time of offer of possession. That amount of Rs.10,15,787/- excluding EDC, IDC and other tax payment plus interest is still pending.

iv. That as per agreement for sale executed between the parties on 20.12.2022, the possession of the retail unit was supposed to be handed over to the complainant within a period of 60 months with additional grace period of 6 months from the date of execution of agreement, subject to force majeure conditions. Further, only symbolic/constructive possession is to be handed over to the complainant since the unit booked by the complainant was for leasing purposes.

v. That as per the terms of the MoU, it was agreed that the respondent will pay an assured return at the rate of Rs.78.84/- sq. ft. of the super area from 20.11.2020 till the application for the occupation certificate is filed for the retail block, subject to force majeure clauses as provided under clause 6.1 and other clauses of the MoU. It is submitted that an amount of Rs.3,44,844/- has been paid by the respondent as an assured return to the complainant.

vi. That the construction and development of the project was affected due to the force majeure conditions such as shortage of labour, stay on construction due to orders passed by NGT, lack of infrastructure facilities, implementation of social schemes like NREGA and JNNURM, shortage of sand and bricks, demonetization, implementation of GST, violations of the terms of the agreement by several allottees and lockdown due to the COVID-19 pandemic. Accordingly, the payment of the assured return was stopped due to force major conditions which continued or is still continuing. The answering respondent respectfully submits that prior to the COVID-19 pandemic, the respondent company was undertaking the development of the project in accordance with the Non-TOD (Transit-Oriented Development) Policy, 2016. However, due to significant regulatory changes introduced after the COVID-19 pandemic, the applicable policy was revised from Non-TOD to TOD by the competent authority, i.e., the Directorate of Town and Country Planning (DTCP), Haryana. In compliance with the regulatory shift, the respondent company duly revised the building construction plan as per the guidelines and approval from DTCP, Haryana. This revision necessitated changes in the layout and areas of all units within the project, including the unit provisionally allotted to the complainant. The respondent company, acting in good faith and in adherence to transparency, communicated a proposal to the complainant regarding the potential increase in the area of his unit. However, it is pertinent to note that no formal acceptance of the proposed change was received from the complainant.

vii. That in the absence of any written acceptance or agreement from the complainant, the respondent company refrained from making any changes to the area of the complainant's unit. As such, the unit's area remains unchanged and is consistent with the specifications outlined in the Memorandum of Understanding executed between the parties.

viii. That the respondent company, acting in good faith and maintaining full transparency, duly issued a letter dated 16.01.2024 to the complainant, thereby intimating him about the proposed revision in the area of his unit as per the revised building plan. It was clearly communicated that only upon the complainant's acceptance of the said revision would the changes be effected in the records of the respondent company.

ix. That the complainant, upon receipt of the said intimation, gave his acceptance for the revised unit area. Accordingly, the area of the complainant's unit was increased from 405 sq. ft. to 545.62 sq. ft., in line with the approved building plan and in accordance with the applicable TOD policy guidelines.

x. That the respondent company, further issued an intimation letter dated 27.01.2025, which was duly dispatched to the complainant through speed post. Said communication clearly reflected the revised area of the complainant's unit, i.e., 545.62 sq. ft. Significantly, despite receipt of the said communication, the complainant has till date did not raise any objection or protest regarding the revision in the unit area. The absence of any objection amounts to implied acceptance of the revised unit area, thereby estopping the complainant from now disputing or challenging the same.

xi. That as per the payment plan, the complainant was supposed to make payment towards EDC/IDC as and when demanded by the respondent company. That the respondent company issued a demand letter dated 24.01.2025 towards payment of EDC/IDC amounting to Rs.2,38,949.31/- and along with the balance sale consideration amount to Rs.81,92,523.25/- . Since the complainant did not come forward to make the payment, the respondent company again issued a demand letter dated 04.02.2025 towards the payment of EDC/IDC and balance sale consideration amount as per the payment plan amounting along with interest amounting to Rs.3,21,916/- is pending.

xii. That the complainant has persistently failed to clear the outstanding dues payable towards the unit allotted in the project. Despite repeated reminders and requests, both oral and written, the complainant has neglected and failed to fulfill his financial obligations under the Memorandum of Understanding and allotment terms. Finding no other alternative, the respondent company was constrained to issue a formal cancellation letter dated 06.02.2025,15.02.2025 & 20.02.2025 to the complainant, clearly intimating that in case of continued default in clearing the dues, the allotment of his unit would stand cancelled. The said cancellation notice was duly served upon the complainant, yet no response was received from him. Even thereafter, the complainant neither responded nor discharged his financial obligations. Consequently, the respondent company, after providing sufficient opportunity and in compliance with principles of natural justice, again issued a cancellation letter dated 28.02.2025.

xiii. That the complainant is praying for the relief of "assured returns/lease rental" which is beyond the jurisdiction that this Authority.

xiv. That the Banning of the Unregulated Deposit Scheme Act, 2019 (the "BUDS Act") was notified by the government of India on 31.07.2019 effective from 21.02.2019. As a consequence of the above, the assured return linked to sale consideration and the assured rental linked to the leasing arrangement as contemplated under the said MOU falls under the ambit of deposit and the same falls under the ambit of it and the respondent is under no obligation to pay the assured returns to the complainant.

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 parties.

D. Jurisdiction of the Authority:

8. The respondent has raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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 complainant:

E.I Set aside cancelation letter dated 28.02.2025.

E.II Restrain the respondent from increasing area of the unit beyond the permissible limit as prescribed.

E.III Direct the respondent to pay pre-possession lease rent as per MoU.

12. In the instant case, vide MoU and allotment letter dated 30.11.2020, the complainant was allotted a unit bearing noF-26, 1st Floor, measuring 405 square feet (super area) in the project of the respondent named 'Park Street' at Sector 85, Gurugram. Subsequently, an agreement for sale dated 05.01.2023 was also executed between the parties against the said allotment.

13. The complainant has submitted that she has paid Rs.16,76,850/- till 2023 which is 100% payable amount in regard to said unit, to the respondent but the respondent all of the sudden in March, 2024 introduced the Devyansh Group as the new controlling entity and suddenly without prior information and consent of the complainant unilaterally increase the size of the unit from 405 sq. ft. to 545.62 sq. ft. super area and also failed to pay the pre-possession lease rent as per MOU dated 30.11.2020 and when the complaint made

several attempts to ascertain the reason of increased area, status of construction and to secure overdue rental payments, the respondents deliberately sent the cancellation letter dated 20.02.2025. The respondent has submitted that it has issued a letter dated 16.01.2024 to the complainant, intimating about the proposed revision in the area of his unit as per the revised building plan. Further, the complainant failed to make payment as per the payment plan. Consequently, the respondent company, after providing sufficient opportunity and in compliance with principles of natural justice, issued a cancellation letter dated 28.02.2025 to the complainant. Now the question before the Authority is that whether the cancellation made by the respondent vide letter dated 28.02.2025 is valid or not.

14. After considering the documents available on record as well as submissions made by the parties, it is observed that in terms of the payment plan agreed between the parties vide agreement for sale dated 05.01.2023, no PLC were leviable in respect of the subject unit and the balance consideration against the unit in question was liable to be paid at the time of application of OC and 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 27.01.2025 titled *"Intimation regarding Change in Super Area"*, unilaterally enhanced the super area of the subject unit from 405 sq. ft. to 545.62 sq. ft., thereby effecting an increase of approximately 34.72%, and raised an additional demand on account thereof. The respondent further raised a demand of Rs.8,18,430/- towards PLC charges, despite the fact that no such charges were contemplated or agreed upon under the agreement for sale dated 05.01.2023. Thereafter, the respondent proceeded to cancel the allotment of the subject unit without duly adjusting the outstanding pre-possession lease rental/AR, as applicable. 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 05.01.2023

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%. The demand raised on account of enhancement of the carpet area to the extent of 34.72%, levy of PLC charges vide letter dated 27.01.2025, is arbitrary in nature and cancellation made by the respondent in continuation of the above demands without adjustment of outstanding pre-possession lease rental/AR is bad in the eyes of law. Further, while cancelling the unit, the respondent has not followed the due procedure as prescribed under clause 9.3 of the agreement for sale annexed with the Haryana Real Estate (Regulation and Development) Rules, 2017 and the said act of the respondent is in contravention to the provisions of the Act, 2016 as well as Rules, 2017. In view of the above, the cancellation made by the respondent vide letter dated 28.02.2025 cannot be held valid in the eyes of law and is hereby set-aside.

15. With regard to the issue of variation in the area of the subject unit, the respondent-promoter is hereby 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.

16. The complainant is further seeking relief with respect to payment of pre-possession lease lental as per MoU dated 30.11.2020. It is observed that vide Clause 3.1.1 of the memorandum of understanding dated 30.11.2020, the respondent has promised to pay pre-possession lease rental/assured return from 20.11.2020 till the application of Occupation Certificate is filed for retail block, at the rate of Rs.78.84/- per sq.ft. of super area of the premises per month.

17. 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.

18. The complainant is seeking unpaid assured returns on monthly basis as per the MOU dated 30.11.2020 at the rates mentioned therein. It is pleaded by the complainant that the respondent has not complied with the terms and conditions of the said MoU. Though for some time, the amount of assured returns was paid but later on, the respondent refused to pay the same.
19. The MoU dated 30.11.2020 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.
20. It is pleaded on behalf of respondent/builder that after the Banning of Unregulated Deposit Schemes Act of 2019 came into force, there is bar for payment of assured returns to an allottee. But the plea advanced in this

regard is devoid of merit. Section 2(4) of the above mentioned Act defines the word *'deposit'* as *an amount of money received by way of an advance or loan or in any other form, by any deposit taker with a promise to return whether after a specified period or otherwise, either in cash or in kind or in the form of a specified service, with or without any benefit in the form of interest, bonus, profit or in any other form, but does not include:*

> *(i) an amount received in the course of, or for the purpose of business and bearing a genuine connection to such business including*
> *(ii) advance received in connection with consideration of an immovable property, under an agreement or arrangement subject to the condition that such advance is adjusted against such immovable properly as specified in terms of the agreement or arrangement.*

21. A perusal of the above-mentioned definition of the term 'deposit', shows that it has been given the same meaning as assigned to it under the Companies Act, 2013 and the same provides under section 2(31) includes any receipt by way of deposit or loan or in any other form by a company but does not include such categories of, amount as may be prescribed in consultation with the Reserve Bank of India. Similarly rule 2(c) of the Companies (Acceptance of Deposits) Rules, 2014 defines the meaning of deposit which includes any receipt of money by way of deposit or loan or in any other form by a company but does not include:

> (i) *as an advance, accounted for in any manner whatsoever, received in connection with consideration for on immovable property*
> *(ii) as an advance received and as allowed by any sectoral regulator or in accordance with directions of Central or State Government;*

22. So, keeping in view the above-mentioned provisions of the Act of 2019 and the Companies Act 2013, it is to be seen as to whether an allottee is entitled to assured returns in a case where he has deposited substantial amount of sale consideration against the allotment of a unit with the builder at the time of booking or immediately thereafter and as agreed upon between them.
23. The Government of India enacted the Banning of Unregulated Deposit Schemes Act, 2019 to provide for a comprehensive mechanism to ban the unregulated deposit schemes, other than deposits taken in the ordinary

course of business and to protect the interest of depositors and for matters connected therewith or incidental thereto as defined in section 2 (4) of the BUDS Act 2019.

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 allottee has a right to approach the authority for redressal of her grievances by way of filing a complaint.

25. The Authority under this Act has been regulating the advances received under the project and its various other aspects. So, the amount paid by the complainant to the builder is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottee later on. If the project in which the advance has been received by the developer from an allottee is an ongoing project as per section 3(1) of the Act of 2016, then, the same would fall within the jurisdiction of the authority for giving the desired relief to the complainant besides initiating penal proceedings. The promoter is liable to pay that amount as agreed upon. Moreover, an agreement/MoU defines the builder-buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the said memorandum of understanding.

26. In the present complaint, the assured return was payable as per clause 3 of MoU, which is reproduced below for the ready reference:

> ***3. Assured Return***
> *3.1.1"The developer shall pay to the Allottee pre-possession lease rental from 20/11/2020 till the application of Occupation Certificate is filed for Retail Block, at the rate of Rs.78.84/- per sq.ft. of super area of the premises per month."*

Thus, the assured return was payable @Rs.78.84/- per sq. ft. of super area of the premises per month w.e.f. 20.11.2020, till the date of filing of application for grant of occupation certificate for the retail block to the competent authority.

27. In light of the reasons mentioned above, the authority is of the view that as per the MoU dated 30.11.2020, 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 30.11.2020. 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 complainant at the agreed rate i.e., @Rs.78.84/- per sq. ft. of super area of the premises from the date i.e., 20.11.2020 till the date of filing of application for grant of occupation certificate for the retail block to the competent authority as per the memorandum of understanding after deducting the amount already paid on account of assured returns to the complainant.

F. Directions of the authority:

28. 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 cancellation is set aside.

    ii. The demand raised by the respondent on account of PLC is quashed. The respondent is further 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 is directed to pay assured return to the complainant at the agreed rate i.e., @Rs.78.84/- per sq. ft. of super area of the premises from the date i.e., 20.11.2020 till the date of filing of application for grant of occupation certificate for the retail block to the competent authority as per the memorandum of understanding after deducting the amount already paid on account of assured returns to the complainant.

iv. The respondent is directed to pay arrears of accrued assured return as per MoU dated 30.11.2020 till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainant and failing which that amount would be payable with interest @8.80% p.a. till the date of actual realization.

v. The respondent/promoter shall handover possession of the unit to the complainant in terms of the agreement dated 05.01.2023 and execute conveyance deed in her favour as per Section 17(1) of the Act of 2016.

vi. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement dated 05.01.2023.

29. Complaint stands disposed of.

30. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.09.2026