



PROCEEDINGS OF THE DAY		46
Day and Date	Thursday and 16.05.2024	
Complaint No.	CR/2014/2023 Case titled as Raj Kumar and Ajay Singh VS NEO Developers Private Limited	
Complainant	Raj Kumar and Ajay Singh	
Represented through	Shri Rajender Singh Advocate	
Respondent	NEO Developers Private Limited	
Respondent Represented	Shri Shubham Mann, proxy counsel	
Last date of hearing	15.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was received on 04.08.2023 and registered as complaint no. 2014 of 2023 and reply on behalf of respondent was filed on 04.10.2023.

Succinct facts of the case as per complaint and annexures are as under:

S. No.	Particulars	Details
1.	Name of the project	"Neo Square"
2.	Location of the project	Sectors 109, Gurugram
3.	Nature of the project	Commercial
4.	Project Area	3.08 acres
5.	DTCP license no. and validity status	102 of 2008 dated 15.05.2008 valid up to 14.05.2024
6.	RERA Registered/ not registered	109 of 2017 dated 24.08.2017 valid up to 23.08.2021
7.	Unit and Floor no.	14 & 2 nd floor (As per page no. 18 of the complaint)
8.	Unit area admeasuring	585 sq. ft. (Super Area) (As per page no. 18 of the complaint))



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

14/2019/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

9.	Date of execution of MoU's	26.04.2013 (As per page no. 17 of the complaint)
10.	Assured return clause as per MOU dated 26.04.2013	"3. <i>That company hereby has agreed to allot to the allottee(s) premises measuring 585 sq. ft. super built up area on the second floor of tower of the said project. The allottee(s) has opted for the investment return plan and has agreed that the basic consideration for allotment of the premises is to be determined at Rs.6,500/- per sq. ft. taking into consideration a return of Rs.85/- per sq. ft. per month, subject to the terms of this MOU. return is provided till first lease is offered to the customer.</i> 12. <i>... The company shall pay a monthly return of RS.49,725/- on the total amount deposited till the signing of this MOU with effect from _ day of ____."</i>
11.	Date of execution of flat buyer's agreement	Annexed but not executed. (As per page no. 60 of the reply)
12.	Possession Clause	Not available
13.	Total Sale Consideration	Rs.49,53,195/- (As per statement of account on page no. 84 of the reply)
14.	Amount paid by the complainants	Rs.44,01,278/ (As per statement of account on page no. 84 of the reply)
15.	Assured return paid by the respondent	Rs.36,74,678/- (As per statement of account on page no. 84 of the reply)
16.	Execution of lease deed	24.07.2020 (As per page no. 85 of the reply)
17.	Payment Plan	Investment return plan
18.	Due date of possession	Cannot be determined as BBA not signed and no possession clause is in MOU.
19.	Occupation certificate /Completion certificate	Not Obtained



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20.	Offer of possession	Not available
21.	Reminder letters	30.10.2020 and 15.09.2021
22.	Complaint before EOW By Sh. Jagmohan Ahluwalia	16.03.2022 (As per page no. 45 of the complaint)

The complainants have sought following reliefs:

- i) Direct the respondent to pay assured returns of Rs.49,725/- @Rs.85/- per sq. ft. per month for unit no. 14, since June, 2019 till handing over the possession/ leasing out the property after completion.
- ii) Execution of sale deed after the completion of the project in favor of the complainant.
- iii) Set aside illegal demands of VAT made by the respondent vide letter dated 22.01.2020, 30.10.2020 and 15.09.2021.
- iv) Restrain the respondent from entering the lease deed with 3rd party till the completion of project and handing over the possession to the complainant.
- v) To direct the respondent to pay the interest as per RERA Act.

The counsel for the complainant states that the assured return has been paid only upto June, 2019, while as per MoU, the assured return is required to be paid till first lease is offered to the customer. The offer of lease offered in 2020 is not valid as the project is not yet completed and no OC has been obtained and hence, the respondent be directed to pay assured return till execution of lease after obtaining of OC and shall not charge which are not part of the BBA.

The proxy counsel for the respondent states that OC is not yet received although the same has been applied and expected within a week and the assured return has been paid till June, 2019. Further the lease deed is executed in the year 2020 but no rental against the said lease deed is received and neither any amount on account of lease deed has been transferred to the complainant.



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Both the parties may file written submissions within three weeks after supplying a copy to each other.

Arguments heard.

Order reserved.

Matter to come up on 08.08.2024 for pronouncement of orders.

V.K. Goyal
Vijay Kumar Goyal
Member
16.05.2024