

PROCEEDINGS OF THE DAY		22
Day and Date	Wednesday and 22.05.2024	
Complaint No.	CR/403/2023 Case titled as Jagmohan Enterprises LLP VS NEO Developers Private Limited	
Complainant	Jagmohan Enterprises LLP	
Represented through	Shri Rajender Singh Advocate	
Respondent	NEO Developers Private Limited	
Respondent Represented	Shri Venket Rao Advocate	
Last date of hearing	08.05.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 03.02.2023 and the reply received on 15.11.2023.

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

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.	Unit no.	23, 2 nd Floor
5.	Unit area admeasuring	583 sq. ft. (super built-up area)
6.	MOU dated	17.04.2013 (page 18 of complaint)
7.	Due date of possession	17.04.2016 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8	Sale consideration	Rs.23,90,300/- (as per application form on page 53 of reply)
9	Amount paid by the complainant	Rs.27,94,747/- (as per SOA on page 61 of reply)
10	Assured return clause	3. That Company hereby has agreed to allot to the Allottee(s) premises measuring 583 sq.ft. (54.16 sq.mtr.) 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. 4100/- per sq.ft. taking into consideration a return of Rs 85.0/- per sq.ft. per month, subject to the terms of this MOU. Return is provided till first lease is offered to the customer.
11	Assured return paid	Rs.36,42,293/- (as per SOA on page 61 of reply)
12	First lease deed and addendum	24.07.2020 (page 62 of reply)
13	Lease assignment request	10.12.2020 (page 82 of reply)
14	Final Notice	07.06.2021 (page 38 of complaint)
15	Occupation certificate /Completion certificate	Not obtained
16	Offer of possession	Not obtained

The complainant has sought following relief:

1. Direct the respondent to pay delay possession charges.
2. Direct the respondent to pay assured return till handing over of possession/leasing out the property after completion.
3. Execute sale deed after completion of the project.



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4. Set aside illegal VAT demand and other illegal demands.
5. Restrain the respondent from entering the lease deed with 3rd party till completion and handing over the possession to the complainant.

The counsel for the respondent emphatically states that a notice has been issued by the Hon'ble High Court in CWP No.26740 of 2022 to this Authority wherein the jurisdiction of this authority has been challenged w.r.t the issue of assured return. Further, he states that unit of the complainant stands cancelled in terms of the letter dated 07.06.2021 (Final notice) wherein it has been stated that in case the payment demanded is not paid, the allotted unit shall be treated as cancelled from the next day following the last day of payment. The assured return was required to be paid (if any) till the first lease.

Arguments heard.

Order reserved.

Meanwhile the parties may file brief written submissions within a period of 4 weeks with an advance copy to each other.

Matter to come up on 14.08.2024 for pronouncement of order.

Ashok Sangwan
Member
22.05.2024