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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY		28
Day and Date	Friday and 05.01.2024	
Complaint No.	CR/7769/2022 Case titled as Usha Mohan VS NEO Developers Private Limited	
Complainant	Usha Mohan	
Represented through	Shri Gaurav Rawat proxy counsel	
Respondent	NEO Developers Private Limited	
Respondent Represented	Shri Gunjan Kumar Advocate	
Last date of hearing	13.10.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been filed on 22.12.2022 an reply on behalf of respondent was received on 19.10.2023. Succinct facts of the case as are as under:		
S.no	Particulars	Details
1.	Name of the project	"Neo Square", Sector-109, Gurgaon
2.	Nature of the project	Commercial Complex
3.	RERA registered/not registered	Registered vide registration no. 109 of 2017 dated 24.08.2017
	Validity status	22.02.2022
4.	Date of MOU	01.12.2012 [page no. 15 of complaint]
5.	Unit No.	704, 7 th floor [page no. 16 of complaint]
6.	Area admeasuring	1000 sq. ft. [page no. 16 of complaint]

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण



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7.	Assured return clause	1. That the Company hereby has agreed to allot to the Allottee(s) premises measuring 1000 sq. ft. (92.90 Sq. Mtr.) super built up area on the Seventh floor of Tower of the said Project. The Allottee(s) has opted for the 'Investment Return Plan' and has agreed that the basic consideration a return of Rs. 71.34/- per sq. ft. per month, subject to the terms of this MOU.
8.	Assured return paid by the respondent to complainant	Rs. 55,64,520/- [As per statement of account on page no. 52 of reply].
9.	Total sale consideration	Rs. 63,76,498/- (As per statement of account on page no. 52 of reply) Rs. 45,00,000/- (As per MOU on page no. 20 of complaint)
10.	Total amount paid by the complainant	Rs. 49,87,527/- (As per statement of account on page no. 52 of reply)
11.	Occupation certificate	Not received
12.	Offer of possession	Not offered

The complainant is seeking the relief of assured return in terms of clause 3 of MOU dated 01.12.2012 /DPC and execution of conveyance deed.

The counsel for the respondent states that both assured return and DPC cannot be taken together. He further states that the unit of the complainant was terminated vide letter dated 05.11.2020 after the complainant defaulted in making the due payment. The unit stands cancelled as on date and the amount of assured return already paid to the complainant is more than the amount paid by the complainant towards the allotment of the unit.

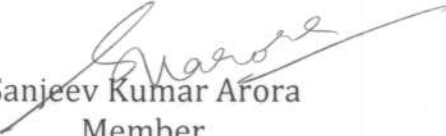
The proxy counsel for the complainant states that so called cancellation of the unit is actually final reminder dated 05.11.2020 which states that the respondent shall be constrained to cancel /terminate the said unit in case the dues are not paid. As per the MoU dated 01.12.2012, the complainant has made full payment at the time of allotment as the plan opted by the complainant was investment return plan.

The counsel for the respondent refutes the claim of the proxy counsel for the complainant that further dues were required to be paid.

Arguments heard.

Order reserved.

Matter to come up on **22.03.2024** for pronouncement of order.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member
05.01.2024