



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

Complaint no. : 5961 of 2022
First date of hearing: 02.12.2022
Date of decision : 01.08.2023

Chakresh Jain
R/o: -H.No. 1038, Sector 4, Gurugram, Haryana

Complainant

Versus

M/s Vatika Limited.
Regd. Office at: Vatika Triangle, 7th floor, Sushant Lok
Phase-1, Gurugram

Respondent

CORAM:

Shri Ashok Sangwan
Shri Sanjeev Kumar Arora

**Member
Member**

APPEARANCE:

Sh. Kanish Bangia
Sh. Harshit Batra

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 07.09.2022 has been filed by the complainants/allottees 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 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1	Project name and location	"Vatika India Next, Sector 82, 82A, 83,84,85
2	Project area	281.58 acres
3	Nature of the project	Group Housing Colony
4	DTCP license no. and validity status	113 of 2008 dated 01.06.2008 valid up to 31.05.2018 71 of 2010 dated 15.09.2010 valid up to 14.09.2018
5	RERA Registered/ not registered	Not registered
6	Unit no.	01, D, street D2.2 admeasuring 300 sq. yds.
7	Date of booking	10.03.2010
8	Date of agreement	07.09.2010
9	Possession clause	10. Handing over possession of the said plot to the allottee <i>The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said unit within a period of three years from the date of execution of this Agreement</i> (Emphasis supplied)



10	Due date of possession	07.09.2013
11	Total consideration	Rs. 52,74,481/- as per SOA dated 18.04.2023 (annexure R-6 of reply)
12	Total amount paid by the complainants	Rs. 51,92,308/- as per SOA dated 18.04.2023 (annexure R-6 of reply)
13	Occupation certificate /Completion certificate	Not received
14	Offer of possession	Not offered

B. Facts of the complaint

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

- I. That in December 2010, M/s Surya Roshni Ltd. (original allottee) being relied on representation & assurances of the respondent booked a plot bearing plot no. 1/C/300/26/26 in the project "Vatika India Next" marketed and developed by it by paying an amount of Rs. 45,000/- towards the booking. However later it was purchased by the complainant.
- II. Thereafter reserving the plot, the complainant received letter dated 13.01.2009 w.r.t. allotment of the plot subsequently the respondent sent an original allotment letter dated 03.02.2009 for plot no 26-C block admeasuring 300 sq.yds prior to the re-allotment for which complainant paid the above said amount.
- III. That after making the payment of booking amount it too respondent nearly 6 months from the date of booking on 07.09.2010 to execute the apartment buyer agreement. The respondent changed the location of the plot without prior consent



- from the complainant and issued a re-allotment letter changing the allotment of plot no 01, ST D-2.2 sector 82 A Gurgaon.
- IV. That it is pertinent to mention here that the complainant had already made the entire total sale consideration towards the plot in question in advance against a total sale consideration of Rs. 51,92,308/-.
- V. As per clause 10 of the said agreement dated 07.09.2010 the respondent proposed to handover the possession of the unit in question within 3 years i.e., by 07.09.2013.
- VI. That subsequently, the complainant kept making calls requests and through several meeting kept inquiring as to when the respondent deliver the project but the respondent representatives never furnished a concrete answer to the same.
- VII. That the complainant in the month of July 2021 again approached the respondent to know about the handing over of possession of the said plot in the project but to the same it was assured to the complainant that the same would be offered within a period of 3 months. The complainant left with no other option but to give time to the respondent to finish the pending work in the project.
- VIII. That till date, the respondent has failed to complete the project and further to issue offer of possession to the complainant after obtaining valid completion certificate. It is pertinent to mention here that the complainants feels that they were being subject to



unethical/unfair trade practice. The above said act of the respondent clearly shows that the respondent have been indulging in unfair trade practices and have also been providing gross deficient services misrepresenting facts to the complaint.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).

I. Direct the respondent to handover the possession of the unit along with delayed possession interest @prescribed rate from the due date of possession till the actual date of possession.

II. Direct the respondent to not charge any holding charges..

5. On the date of hearing, the authority explained to the respondent /promoter about the contravention 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 contested the complaint on the following grounds: -

a) That at the outset, respondent humbly submits that the instant complaint is untenable both in facts and in law and is liable to be rejected on this ground along.

b) That the complainant estopped by his act, conduct, acquiescence, laches, omissions, etc. from filing the present complaint. The complainant has got no locus standi or cause of action to file the complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect



understanding of the terms and conditions of the Buyer's Agreement dated 07.09.2010 as shall be evident from the submissions made in the following paragraphs of the present reply.

- c) That the present complaint is not maintainable in law or on facts. The present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Hon'ble Authority and can only be adjudicated by the Adjudicating Officer/Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.
- d) That the Complainant has not come before this Hon'ble Authority with clean hands and has suppressed vital and material facts from this Hon'ble Authority. The correct facts are set out in the succeeding paras of the present reply. He is vehemently and most humbly stated that bring out the true and correct facts and circumstances is subject to the contention of the Respondent that the Hon'ble Authority has no jurisdiction to deal with the present matter and that the present Complaint is not maintainable for reasons stated in the present reply.
- e) That the Complainant is not an "Allottee" but an Investor who has booked the said unit in question as a speculative investment in order to earn rental income/profit from its resale. The apartment in question has been booked by the Complainant as a speculative investment and not for the purpose of self-use as her residence. Therefore, no equity lies in favor of the Complainant.



- f) That the original allottee approached the Respondent and expressed interest in booking of a residential plots in the proposed "Vatika Infotech City-Jaipur". That an affidavit dated 30.09.2006 was executed between the original allottee and the Respondent confirming the allotment of plots in favor of the original allottee. It is submitted that as per clause 8 of the said affidavit, the original allottee has the irrevocable right to transfer the investment amount to other projects launched by the Respondent within a period of nine months in Gurgaon.
- g) That the original allottee preferred to transfer its investment in the residential group housing colony developed by Respondent known as "Vatika India Next" situated in Sector 82-85, Gurgaon, Haryana. Prior to the booking, the original allottee conducted extensive and independent enquiries with regard to the project, only after being fully satisfied on all aspects, that it took an independent and informed decision, uninfluenced in any manner by the Respondent, to book the unit in question.
- h) Thereafter, a unit bearing no C/300/26, Plot No. 26, Block C, Sector-82A, admeasuring 300 sq. yards (tentative area) was allotted to the Complainant vide allotment letter dated 03.02.2009. The original allottee consciously and willfully opted for down payment plan for remittance of sale consideration for the unit in question and further represented to the Respondent that it shall remit every installment on time as per the payment schedule. The Respondent had no reason to suspect the *bonafide* of the original allottee and proceeded to allot the unit in question in its favor.



- i) That thereafter, the original allottee approached the Respondent in lieu of transferring the rights, title, interest of the said property to the Complainant. That pursuant thereto, the said unit was transferred to the Complainant by the original allottee upon the execution of the affidavit dated 17.03.2010 and indemnity cum undertaking dated 17.03.2010 by both the transferor and the transferee. The transfer was thereafter accepted by the Respondent. The Affidavit dated 17.03.2010 and indemnity cum undertaking of the transferor dated 17.03.2010. The Affidavit dated 17.03.2010 and indemnity cum undertaking of the transferee dated 17.03.2010.
- j) That pursuant to the transfer of the said unit, the Complainant was issued an allotment letter dated 28.04.2010 confirming the allotment of the said unit in favor of the Complainant. The Complainant consciously and willfully accepted the terms and conditions of the allotment and for remittance of sale consideration for the unit in question and further represented to the Respondent that she shall remit every installment on time as per the payment schedule. The Respondent had no reason to suspect the *bonafide* of the Complainant and proceeded to allot the unit in question in her favor.
- k) Thereafter, a Buyer's Agreement dated 07.09.2010 was executed between the Complainant and the Respondent. It is pertinent to mention that the Buyer's Agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the Parties. The copy of the Buyer's Agreement dated 07.09.2010 is already annexed with the complaint.



- l) That pursuant thereto, due to the revision in master layout plan of the said township due to certain changes or modifications necessitated due to architectural and other related construction in the said project, the Complainant was called upon vide letter dated 16.05.2014 for re-allotment of her unit in the said project. That the said position was explained and understood by the Complainant. The said re-allotment of the said unit is within the terms and conditions of the Agreement and within the permissible limits as per the Model RERA Agreement and hence no contention/allegation in regard to the same can be accepted.
- m) That pursuant thereto, the Complainant voluntarily participated in the re-allotment process of her unit and was allotted a new unit bearing number 1/D-2.2/82A/300, Unit no. 1, Street D-2.2, Sector-82A admeasuring 300 sq. yards in the said project vide allotment letter dated 26.05.2014. That the said position was explained and understood by the Complainant. That the Complainant after being fully satisfied about the re-allotment of the unit, executed an addendum to the Buyer's Agreement dated 02.06.2014 readily accepting the new unit.
- n) That as per clause 10 of the Agreement, the due date of possession was subject to the Complainant having complied with all the terms and conditions of the Agreement. That being a contractual relationship, reciprocal promises are bound to be maintained. That it is respectfully submitted that the rights and obligations of allottee as well as the builder are completely and entirely determined by the covenants incorporated in the Agreement which continue to be binding upon the parties thereto with full force and effect.



- o) That the remittance of all amounts due and payable by the Complainant under the Agreement was of the essence. It is submitted that the total sale consideration of the said unit is Rs. 52,74,481.98/-. That there is an outstanding amount of Rs. 82,173.98/- pending at the end of the Complainant.
- p) That there is no intentional delay on part of the Respondent in adhering to the terms and conditions of the Agreement. That due to force majeure conditions and events outside the power of the Respondent, are the cause of the present delay. That there arose no cause of action whatsoever, in the present instance. That the Respondent has not defaulted the Agreement or the Act, in any manner whatsoever as the Respondent are not in control of the Force Majeure conditions.
- q) That without prejudice to the aforementioned, even if it was to be assumed though not admitting that the filing of the complaint is not without jurisdiction, even then the claim as raised cannot be said to be maintainable and is liable to be rejected for the reasons as ensuing.
- r) That it has been categorically agreed between the parties that subject to the Complainant having complied with all the terms and conditions of the buyer's agreement and not being in default under any of the provisions of the said agreement and having complied with all provisions, formalities, documentation etc, the developer contemplated to complete construction of the said building/ said apartment unit within a period of 3 years from the date of execution of the agreement and which period would automatically stand extended. Further, it had been also agreed and accepted that in case



the delay is due to the reasons beyond its control, then it would be automatically entitled to the extension of time for delivery of possession. Further the Respondent may also suspend the project for such period as it may consider expedient.

s) In the present case, there has been a delay due to various reasons which were beyond the control of the respondent and the same are enumerated below:

- a. Decision of the Gas Authority of India Ltd. (GAIL) to lay down its gas pipeline from within the duly pre-approved and sanctioned project of the respondent which constrained it to file a writ petition in the Hon'ble High Court of Punjab and Haryana seeking directions to stop the disruption caused by GAIL towards the project. However, upon dismissal of the writ petition on grounds of larger public interest, the construction plans of the respondent were adversely affected and it was forced to re-evaluate its construction plans which caused a long delay.
- b. Delay caused by the Haryana Development Urban Authority (HUDA) in acquisition of land for laying down sector roads for connecting the Project. The matter has been further embroiled in sundry litigations between HUDA and land-owners.
- c. Re-routing of High-Tension lines passing through the land resulting in inevitable change in the lay out plans and causing unnecessary delay in development.
- d. The Hon'ble National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives admeasures to counter deterioration in Air Quality in the Delhi-NCR region, especially during winter months. Among these measures were ban imposed on construction activities for a total period of 70 days between November 2016 to December, 2019.
- e. Due to the implementation of MNREGA Schemes by the Central Government, the construction industry as a whole has been facing



- shortage of labour supply, due to labour regularly travelling away from Delhi-NCR to avail benefits of the scheme. This has directly caused a detrimental impact to the respondent, as it has been difficult to retain labour for longer and stable periods of time and complete construction in a smooth flow.
- f. Disruptions caused in the supply of stone and sand aggregated, due to orders passed by the Hon'ble Supreme Court and the Hon'ble High Court of Punjab and Haryana prohibiting mining by contractors in and around Haryana.
- g. Disruptions caused by unusually heavy rains in Gurgaon every year.
- h. Due to the slump in real estate sector, major financial institutions are facing difficulty in providing funding to the developers. As a result, developers are facing financial crunch.
- i. Disruptions and delays caused in the supply of cement and steel due to various large-scale agitations organized in Haryana.
- j. Declaration of Gurgaon as a Notified Area for the purpose of groundwater and restrictions imposed by the state government on its extraction for construction purposes.
- k. Delayed re-routing by DHBVN of a 66KVA high-tension electricity line passing over the project.
- l. Additionally, imposition of several partial restrictions from time prevented the Respondent from continuing construction work and ensuring fast construction. Some of these partial restrictions are.
- i. Construction activities could not be carried out between 6 p.m. to 6 am. for 174 days.
 - ii. The usage of Diesel Generator Sets was prohibited for 128 days.
 - iii. The entries of trucks into Delhi were restricted.
 - iv. Manufacturers of construction material were prevented from making use of close brick kilns, Hot Mix plants, and stone crushers.
 - v. Stringently enforced rules for dust control in construction activities and close non-compliant sites.
- t) That the imposition of several total and partial restrictions on construction activities and suppliers as well as manufacturers of necessary material required, has rendered the Respondent with no



option but to incur delay in completing construction of its projects. This has furthermore led to significant loss of productivity and continuity in construction as the Respondent were continuously stopped from dedicatedly completing the project. The several restrictions have also resulted in regular demobilization of labour, as the Respondent would have to disband the group of workers from time to time, which created difficulty in being able to resume construction activities with required momentum and added many additional weeks to the stipulated time of construction.

- a) That it is to be appreciated that a builder constructs a project phase wise for which it gets payment from the prospective buyers and the money received from the prospective buyers are further invested towards the completion of the project. A builder is supposed to construct in time when the prospective buyers make payments in terms of the agreement. It is important to understand that one particular buyer who makes payment in time can also not be segregated, if the payment from other perspective buyer does not reach in time. The problems and hurdles faced by the developer or it has to be considered while adjudicating complaints of the prospective buyers. It is relevant to note that the slow pace of work affects the interests of a developer, as it has to bear the increased cost of construction and pay to its workers, contractors, material suppliers, etc. It is most respectfully submitted that the irregular and insufficient payment by the prospective buyers such as the Complainant freezes the hands of developer/builder in proceeding towards timely completion of the project.



v) That the Complainant have intentionally distorted the real and true facts in order to generate an impression that the Respondent has reneged from its commitments. No cause of action has arisen or subsists in favor of the Complainant to institute or prosecute the instant complaint. The Complainant have preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the Respondent. That the project got delayed due to reasons beyond the control of the Respondent. Therefore, there is no default or lapse on the part of the Respondent and there is no equity in favor of the Complainant. It is evident from the entire sequence of events, that no illegality can be attributed to the Respondent.

7. Copies of all the relevant documents have been filed and placed on the 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.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

9. 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.

E.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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to handover the possession of the unit along with prescribed interest per annum from the promissory date of delivery till actual delivery of the unit in question.

12. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.



"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

13. Clause 10 of the agreement to sell provides for handing over of possession and is reproduced below:

10. Handing over possession of the said plot to the allottee

*The Company based on its present plans and estimates and subject to all just exceptions, contemplates to **complete construction of the said unit within a period of three years from the date of execution of this Agreement***"

14. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to providing necessary infrastructure specially road, sewer & water in the sector by the government, but subject to force majeure conditions or any government/regulatory authority's action, inaction or omission and reason beyond the control of the seller. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in making payment as per the plan may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the agreement to sell by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay



in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

15. Payment of delay possession charges at prescribed rate of interest:

Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

16. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

17. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on



date i.e., 01.08.2023 is **8.75%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.75%**.

18. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

19. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.75%** by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.

20. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contravention as per provisions of rule 28(2), the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 10 of the agreement executed between the parties on 07.09.2010, the possession of the subject apartment was to be delivered



within three years from the date of execution of agreement. Therefore, the due date of handing over possession was 07.09.2013. The respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants as per the terms and conditions of the agreement dated 07.09.2010 executed between the parties. Further no OC/part OC has been granted to the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

21. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession charges at rate of the prescribed interest @ 10.75% p.a. w.e.f. 07.09.2013 till the actual handing over of possession or offer of possession + 2 months whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

H. Directions of the authority

22. 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 respondent is directed to offer the possession of the allotted unit within 30 days after obtaining OC from the concerned authority. The complainant w.r.t. obligation conferred upon him under section 19(10) of Act of 2016, shall take the physical possession of the subject unit, within a period of two months of the occupancy certificate.
- ii. The respondent is directed to pay interest at the prescribed rate of 10.75% p.a. for every month of delay from the due date of possession i.e., 07.09.2013 till the actual handing over of possession or offer of possession + 2 months whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.
- iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period;
- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.75% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.



v. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement. The respondent is not entitled to charge holding charges from the complainant/ allottee at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.

23. Complaint stands disposed of.

24. File be consigned to registry.


(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram


(Ashok Sangwan)

Member

Dated: 01.08.2023