

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

Complaint no. : 7914 of 2022  
Date of complaint : 21.12.2022  
Date of decision : 23.08.2023

1. Piyush Kumar Jain  
2. Madhu Malik  
**both R/o:** - House No: - 28,  
Sector- 31, Gurugram, Haryana.

**Complainants**

**Versus**

M/s Ramprashtha Promoters and  
Developers Private Limited.  
**Regd. Office at:** - 114, Sector 44 Road,  
Gurugram, Haryana- 122003.

**Respondent**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Ishwar Sangwan (Advocate)  
R. Gayathri Manasa (Advocate)

**Complainants  
Respondent**

**ORDER**

1. The present complaint has been filed by the complainant/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. N.	Particulars	Details
1.	Name of the project	"The Edge Tower", Sector 37D, Village Gadauli Kalan, Gurugram
2.	Project area	60.5112 acres
3.	Registered area	108894 sq. mt.
4.	Nature of the project	Group housing colony
5.	DTCP license no. and validity status	33 of 2008 dated 19.02.2008 valid upto 18.02.2025
6.	Name of licensee	Ramprastha Builders Pvt Ltd and 11 others
7.	RERA Registered/ not registered	Registered vide no. 279 of 2017 dated 09.10.2017
8.	RERA registration valid up to	31.12.2018
9.	Unit no.	N- 1801, 18 <sup>th</sup> floor, tower/block- N (Page no. 28 of the complaint)
10.	Unit area admeasuring	1750 sq. ft. (Page no. 28 of the complaint)
11.	Date of execution of apartment agreement by buyer	18.09.2010 (Page no. 25 of the complaint)
12.	Possession clause	15. POSSESSION (a) Time of handing over the Possession Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA proposed to hand over the possession of the Apartment by 31/08/2012 the

		<p>Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex.</p> <p>(Emphasis supplied) (Page no. 33 of the complaint)</p>
13.	Due date of possession	31.08.2012 [As per mentioned in the buyer's agreement]
14.	Grace period	Not utilized
15.	Total sale consideration	Rs.55,16,250/- (As per schedule of payment page 40 of the complaint)
16.	Amount paid by the complainant	Rs.50,53,806/- (As alleged by the complainant at page no. 12 of the complaint)
17.	Occupation certificate /Completion certificate	Not received
18.	Offer of possession	Not offered
19.	Legal notice sent by the allottee	02.05.2019 (Page no. 89 of the complaint)

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint: -
- I. That the complainants relying upon the misrepresentations of the respondent booked a unit bearing no. N-1801, having super area of 1750 sq.ft., on 18th floor, Tower-N in the project of respondent named "The Edge Towers", Ramprastha City, at sector 37D, Gurugram, Haryana on 03.06.2010. Consequently, a builder-buyer agreement for the said

flat was executed on 18.09.2010 for a total consideration of Rs.55,61,250/- and they have paid a sum of Rs.50,53,806/- in all.

- II. That as per clause 15(a) of the buyer's agreement, the respondent had undertaken to hand over the possession of the said flat complete in all respects to the complainants by 31.08.2012. Further, as per clause 17(a) of the said agreement, it was agreed that the respondent shall pay penalty @Rs.5/- per sq.ft. of the super area per month for the delay period in handing over of the said flat which comes to Rs.8,750/- per month effective from 01.09.2012.
- III. That the respondent, miserably failed to finish the project on time and did not hand over the possession of the flat within the stipulated period of time. Consequently, complainant no. 2 was constrained to write a letter dated 09.06.2014 to the respondent requesting it to pay the penalty @Rs.5/- per sq. ft. of the super area per month effective from 01.09.2012 amounting to Rs.1,83,750/- as on 09.06.2014 and further asked the respondent to continue to pay the said penalty till the time the possession of the flat is handed over to them. However, the respondent neither complied with the said letter of the complainants nor handed over the possession of the said flat to the complainants.
- IV. That the complainants continued running from pillar to post by approaching the respondent personally, telephonically, through E-mails as well as letters but all in vain.
- V. That the respondent in a malafide manner, after a delay of about 6 and a half years in handing over the possession, sent a demand letter dated



02.01.2019 vide email dated 05.02.2019, thereby directing the complainants to remit a sum of Rs.2,59,483/- being payment due on completion of flooring and wall painting etc.

- VI. That consequent to the respondent's email dated 05.02.2019, the complainant no.1 sent a letter dated 07.02.2019 to the respondent, requesting it to clear the amount of delay charges to be paid by it to the complainants on account of the gross delay and adjust the same against the pending balance amount to be paid towards consideration of the subject flat.
- VII. That the respondent, instead of doing the needful in the matter as per letter dated 07.02.2019, again sent a reminder dated 23.02.2019 for payment of the dues of Rs.2,63,223/- and also shared an account statement dated 01.02.2019. Thereafter, another reminder dated 10.03.2019 was sent by it to pay the said dues. Therefore, the complainants were constrained to send a legal notice dated 02.05.2019 to the respondent seeking adjustment of the balance amount against the delay charges and immediate handover of possession of the flat.
- VIII. That on 15.08.2019, the complainants received an e-mail from the respondent regarding completion of project alongwith an account statement containing demand of Rs.10,60,862/- towards the flat and charges for revised area, car parking, various taxes, etc. However, the respondent/builder failed to take into account the delay caused by it, or the demands raised by them vide their legal notice dated 02.05.2019. Further, a demand of Rs.3,35,908/- was also raised towards other charges.

h



IX. That the respondent is guilty of deficiency in service by not carrying out the construction as per the terms of the agreement which is evident from the gross delay in completion of the project and from refusal to pay penalty or delay charges to the complainants. Therefore, the respondent be directed to handover the possession of the subject flat alongwith delay possession interest at the rate of prevailing rate of interest for each month's delay from the due date of handing over the possession, i.e., 31.08.2012 till the date of handing over of the possession.

**C. Relief sought by the complainants:**

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

- i. Direct the respondent to handover physical possession of the subject unit along with delayed possession charges at the prescribed interest from the promise date of delivery till actual delivery of the unit in question.
  - ii. Direct the respondent to pay an amount of Rs.2,00,000/- towards cost of litigation.
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 has contested the complaint on the following grounds:-
- i. That the complainants are defaulters, having deliberately failed to make the timely payment of installments. So, the allotment could not have been carried out.

*h*

- ii. That the complainants have never raised any dispute regarding delay in possession or any other aspect and the same was to be raised in a time bound manner and not by causing prejudice to any other party.
- iii. That the complainants are investors who merely invested in the present project to earn quick profits and due to the falling and harsh real estate market conditions, they are making a desperate attempt herein to quickly grab the possession alongwith high interests on the basis of concocted facts. Also, vide clause 17(a) of the agreement it was agreed that in the eventuality of delay in handing over possession beyond the period stipulated in clause 15(a) of the agreement, the allottee will be compensated with Rs 5/- per sq. ft. per month of super area.
- iv. That the delay has occurred in delivering the possession of the apartment to the complainants only due to unforeseen and uncontrollable circumstances. Further, it was agreed between the parties vide clause 15(a) of the agreement that the apartment was reasonably expected to be delivered by the developer/respondent by 31.08.2012 subject to clause 31 and 15(b)(i) of the said agreement vide which the date of possession shall get extended automatically on account of delay caused due to reasons which are beyond the control of the respondent. The reasons/circumstances due to which the project got delayed and timely possession could not be handed over to the complainants are following:
- (a) The project faced various hindrances in getting approvals from different authorities.
- (b) Shortage of labour.
- (c) Water shortage.

- (d) Heavy shortage of supply of construction material i.e., river sand and bricks etc.
- v. That even in such harsh market conditions, the respondent has been continuing with the construction of the project and sooner will be able to complete the construction of the project.
- vi. All other averments made in the complaint are denied in toto.
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 submission made by the parties.

**E. Jurisdiction of the authority**

The respondent has raised a preliminary submission/objection 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.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, 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.

*✓*



**E.II Subject matter jurisdiction**

9. 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) *The promoter shall-*

*(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.*

10. 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.

**F. Findings on the objections raised by the respondent**

**F.I Objection regarding entitlement of DPC on ground of complainant being investor.**

11. The respondent has taken a stand that the complainants are investors and not consumer, therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumer of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumers of the real estate sector. It is settled principle of interpretation that



preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the apartment buyer's agreement, it is revealed that the complainants are buyers and they have paid a total amount of Rs.50,53,806/- to the promoter towards purchase of an apartment in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below 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;"*

12. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment buyer's agreement executed between promoter and complainants, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 000600000010557 titled as *M/s Srushti Sangam Developers Pvt. Ltd. Vs. Sarvapriya Leasing (P) Lts. And anr.* has also held that the concept of investors is not defined or

referred in the Act. Thus, the contention of promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

**F. II Objection regarding the delay in payments.**

13. The objection raised by the respondent regarding delay in payment by allottees is totally invalid as they have already paid an amount of Rs.50,53,806/-, i.e., more than 90% against the total sale consideration of Rs.55,16,250/- to the respondent as and when demanded by the respondent. The balance amount is payable on application of occupation certificate or the receipt of the occupation certificate. The fact cannot be ignored that there might be certain group of allottees who defaulted in making payments. But upon perusal of documents on record, it is observed that no default has been made by the complainants in the instant case. Hence, the plea advanced by the respondent is rejected.

**G. Findings on the relief sought by the complainants**

**G.I. Direct the respondent to handover physical possession of the subject unit along with delayed possession charges at the prescribed interest from the promise date of delivery till actual delivery of the unit in question.**

14. In the present complaint, the complainants intend 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."*

15. Clause 15(a) of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**"15. POSSESSION**

**(a) Time of handing over the possession**

*Subject to terms of this clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by RAMPRASTHA. RAMPRASTHA proposed to hand over the possession of the Apartment by 31/08/2012 the Allottee agrees and understands that RAMPRASTHA shall be entitled to a grace period of hundred and twenty days (120) days, for applying and obtaining the occupation certificate in respect of the Group Housing Complex."*

16. The authority has gone through the possession clause of the agreement and observes that this is a matter very rare in nature where builder has specifically mentioned the date of handing over possession rather than specifying period from some specific happening of an event such as signing of apartment buyer agreement, commencement of construction, approval of building plan etc. This is a welcome step, and the authority appreciates such firm commitment by the promoter regarding handing over of possession but subject to observations of the authority given below.
17. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainants not being in default under any provisions of these agreements and compliance with all provisions, formalities and documentation as prescribed by the promoter. 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 allottees in fulfilling

formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottees of their 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 allottees are left with no option but to sign on the dotted lines.

18. **Due date of handing over possession and admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment by 31.08.2012 and further provided in agreement that promoter shall be entitled to a grace period of 120 days for applying and obtaining occupation certificate in respect of group housing complex. As a matter of fact, the promoter has not applied for occupation certificate within the time limit prescribed by the promoter in the apartment buyer's agreement. As per the settled law, one cannot be allowed to take advantage of his own wrongs. Accordingly, this grace period of 120 days cannot be allowed to the promoter at this stage.
19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate. 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.*

20. 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.
21. Taking the case from another angle, the complainant/allottee are entitled to the delayed possession charges/interest only at the rate of Rs.5/- per sq. ft. per month as per relevant clauses of the buyer's agreement for the period of such delay; whereas the promoter was entitled to interest @18% per annum compounded at the time of every succeeding installment for the delayed payments. The functions of the authority are to safeguard the interest of the aggrieved person, may be the allottee or the promoter. The rights of the parties are to be balanced and must be equitable. The promoter cannot be allowed to take undue advantage of his dominate position and to exploit the needs of the home buyers. This authority is duty bound to take into consideration the legislative intent i.e., to protect the interest of the consumer/allottee in the real estate sector. The clauses of the buyer's agreement entered into between the parties are one-sided, unfair and unreasonable with



respect to the grant of interest for delayed possession. There are various other clauses in the buyer's agreement which give sweeping powers to the promoter to cancel the allotment and forfeit the amount paid. Thus, the terms and conditions of the buyer's agreement are ex-facie one-sided, unfair, and unreasonable, and the same shall constitute the unfair trade practice on the part of the promoter. These types of discriminatory terms and conditions of the buyer's agreement will not be final and binding.

22. 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., 23.08.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.
23. The definition of term 'interest' as defined under section 2(z) 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;"*

24. 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 to the complainants in case of delayed possession charges.

✓

25. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 15(a) of the apartment buyer's agreement executed between the parties on 18.09.2010, the possession of the subject apartment was to be delivered within stipulated time i.e., by 31.08.2012. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 31.08.2012. 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 buyer's agreement dated 18.09.2010 executed between the parties. Further, no documents pertaining to OC/part OC or offer of possession have been placed on record by the respondent. Hence, this project is to be treated as ongoing project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
26. Section 19(10) of the Act obligates the allottees to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate is not yet obtained. The respondent shall offer the possession of the unit in question to the complainant after obtaining occupation certificate, so it can be said that the complainants shall come to know about the occupation certificate only upon the date of offer of possession.



Therefore, in the interest of natural justice, the complainants should be given 2 months time from the date of offer of possession. This two month of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 31.08.2012 till the expiry of 2 months from the date of valid offer of possession or actual handing over of possession, whichever is earlier.

27. Accordingly, it is the failure of the promoter to fulfil its obligations and responsibilities as per the agreement dated 20.06.2012 to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 31.08.2012 till the date of valid offer of possession plus 2 months or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.75% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**G. II Cost of litigation.**

28. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. Hon'ble Supreme Court of India in *civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and



section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

**H. Directions of the authority**

29. 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 pay the interest at the prescribed rate i.e., 10.75% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 31.08.2012 till actual handing over of possession or valid offer of possession after obtaining occupancy certificate plus two months, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iii. The arrears of such interest accrued from 31.08.2012 till the date of order by the authority shall be paid by the promoter to the allottees within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to

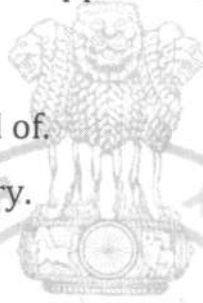


the allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules;

- iv. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is debarred from claiming holding charges from the complainant/allottees at any point of time even after being part of apartment buyer's agreement as per law settled by hon'ble Supreme Court in civil appeal no. 3864-3899/2020 decided on 14.12.2020.

30. Complaint stands disposed of.

31. File be consigned to registry.



**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.08.2023

**HARERA**  
**GURUGRAM**