

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

Complaint no.	:	6843 of 2022
Date of decision:		18.08.2023

1. Rakesh Kumar Yadav
2. Abha Yadav

Both RR/o: - 71, Nimri Colony, Near Bharat Nagar
Police Chowki, Ashok Vihar-Phase 4, Saraswati
Vihar, West Delhi

Complainants

Versus

Ansal Housing Limited (Formerly known as Ansal
Housing & Construction Limited)
Address: - 606 Indra Prakash 21, Barakhamba Road,
New Delhi-110001

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Mr. Harshit Batra (Advocate)
Mr. Amandeep Kadiyan

Complainants
Respondent

ORDER

1. The present complaint dated 20.10.2022 has been filed by the complainant/allottee in Form CRA 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 to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Estella", Sector 103, Gurugram.
2.	Total area of the project	15.743 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no.	17 of 2011 dated 08.03.2011 valid up to 07.03.2015
5.	Name of licensee	Rattan Singh and 9 others
6.	Registered/not registered	Extension granted vide no.- 09 of 2019, dated:25.11.2019 Valid till:17.08.2020 (Validity of registration has expired)
7.	Initially unit allotted to Tripta Kaur (Original allottee)	L-0804 measuring 1945 sq. ft. [Page 31 of complaint]
8.	Unit was initially allotted to Tripta Kaur (Original allottee) vide receipt dated	02.01.2012 and flat buyer agreement dated 17.07.2012
9.	The unit in question was endorsed in favour of the complainant vide letter dated	27.05.2013 [Page 25 of complaint]



10.	Shifting of unit vide letter dated 26.05.2016	O-1304 measuring 1945 sq. ft. [Page 50 of complaint]
11.	Allotment letter in respect of new unit	26.08.2016 [Page 74 of complaint]
12.	Date of freshly executed buyer's agreement	22.06.2016 [Page 51 of complaint]
13.	Possession clause	30. <i>The developer shall offer possession of the Unit any time, within a period of 36 months from the date of execution of the Agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by Buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 36 months as above in offering the possession of the Unit."</i> (Emphasis supplied) [Page 62 of complaint]
14.	Date of start of construction	Cannot be ascertained
15.	Due date of possession	22.12.2019 (Note: 36 months from date of agreement i.e., 25.06.2012 as date of start of construction is not on record + 6 months grace period allowed being unqualified)



16.	Basic sale consideration as per BBA at page 55 of complaint.	₹ 69,53,375/-
17.	Total amount paid by the complainant as statement of account dated 17.05.2017 on pg. 85 of complaint	₹ 79,48,032/-
18.	Occupation certificate on	Not received
19.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants have made the following submissions in their complaint:
- That the complainants are law-abiding and peace-loving citizens of India having residential address as flat no. 201, gulmohar apartment, plot no- 3B, Sec-11, Dwarka, New Delhi-110075, India, who being lured by the shrewd gimmicks of the respondent, invested their hard-earned money into the project of the respondent.
 - That the respondent is a company incorporated under the Companies Act 1956 having their registered office at 15, UGF, Indraprakash, 21, Barakhambha Road, New Delhi-110001 and claims to be one of the leading real estate companies. The respondent had acquired the rights, title, and interest to construct and develop the real estate project in question and is the promoter within the meaning of 2(k) of the Real Estate (Regulation and Development) Act, 2016.

- c. That relying on the representations, warranties, and assurances of the respondent about the timely delivery of possession, the erstwhile allottee, Mrs. Tripta Kaur booked apartment no. L-0804 admeasuring 1945 sq. ft. super area in the real estate development of the respondent known under the name and style of "ESTELLA" at sector 103, Gurugram, Haryana. The said old unit was allotted to the erstwhile allottee and subsequently flat buyer's agreement was executed on 17.07.2012 for the total cost of the unit of ₹ 79,59,125/-. Later, the said old unit was transferred to the complainants as evident from the respondent's letter to SBI dated 03.10.2013.
- d. That thereafter, the complainants requested for shifting of the unit from L-0804 to O-1304 vide a letter dated 16.02.2016, to which the respondent provided its consent vide the letter dated 26.05.2016, and executed a new apartment buyer's agreement dated 22.06.2016, with the complainants, for unit no. O-1304, on the 13th floor admeasuring 1945 sq. ft. in the same project of the respondent. Thereafter, the respondent transferred the amount of ₹ 78,70,807/- paid by the complainants against the old unit into the new unit, which is evident from the letter of the respondent dated 13.07.2016 and issued an allotment letter dated 26.08.2016 to the complainants.
- e. That it is pertinent to highlight the utter malafide conduct of the respondent from the very beginning. That the respondent malafidely incorporated many arbitrary, one-sided and unilateral clauses in the apartment buyer agreement dated 22.06.2016 with

respect to the new unit, which the complainants were reluctant to sign as the agreement contained many arbitrary clauses. The clause 22 of the BBA says that 20% of the basic sale price is to be treated as earnest money by the respondent.

- f. Furthermore, the malafide intention of the respondent can also be seen from the difference in the rate of delay payment charges, to be paid by the complainants, for delay in making timely payment of instalment, and the rate of delay compensation charges to be paid by the respondent, for delay in delivery of possession. The respondent has charged the delayed payment interest @24% compound interest per annum while had set only ₹ 5 per sq. ft. per month as a rate of delayed possession charges, which is to be paid by it.
- g. That the respondent has delayed by more than 3 years in offering the possession of the said unit as is evident from the fact, that till date, the offer of possession has not been issued to the complainants. The respondent has always been vague and ambiguous in updating about the status of development in the project. It needs to be categorically noted that no actual offer of possession has been given by the respondent.
- h. That the complainant also took a housing loan from SBI against the said unit and a tripartite agreement was executed between the respondent, complainants and the SBI for a loan amount of ₹ 30,00,000/-. That despite the utter malafide act of the respondent, the complainants made a total payment of

₹ 79,48,032/- against the total demand of ₹ 79,48,284/- as evident from the statement of account dated 17.05.2017.

- i. That it is pertinent to highlight here that even though the complainants have made payment of approx. 99 % against the total demand raised by the respondent for the unit, yet the offer of possession has not given till date. That the complainants hereby submits that such a malafide act and conduct of the respondent had led the complainants to utter disappointment and harassment of the complainants and they have also suffered a huge amount of financial loss as they have invested savings of their life in the project of the respondent. That now, having been aggrieved by the actions of the respondent, and the inordinate delay in the delivery of the unit, the complainants seek interest on the delay caused by the respondent in handing over possession of the unit.
- j. That in view of the above facts the Hon'ble Authority is requested to direct the respondents to pay delay possession charges to the complainants for causing inordinate delay in handing over the possession to the complainant, on the grounds as mentioned in the complaint and due to the utter mental and financial harassment caused to the complainants by the illegal, wrongful and malafide acts of the respondent.

C. Reliefs sought by the complainant

4. The complainant is seeking the following relief:
 - a. Direct the respondent to deliver the physical possession of the unit to the complainants after receiving OC.

- b. Direct the respondent to pay delay possession charges on amount paid.
 - c. Direct the respondent to refund the arbitrary charges levied under the heads of labor cess, VAT & club fee.
 - d. Direct the respondent to quash one sided clause from the flat buyer agreement.
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 filed by the respondent.

6. The respondent has contended the complaint on the following grounds:
- a. That the present complaint is not maintainable against the answering respondent as the complaint is totally false, frivolous and devoid of any merits against the answering respondent. The complaint under reply is based on pure conjecture. Thus, the present complaint is liable to be dismissed on this ground alone.
 - b. That the original allottee had approached the answering respondent to book a flat no. O-1304 in an upcoming project Estella, Sector 103, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 22.06.2016 was signed between the parties.
 - c. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the original allottee, and the answering respondent was



in the year 2016. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e., RERA Act, 2016. It is further submitted that parliament would not make the operation of a statute retrospective in effect.

- d. That the complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. It is submitted that the complainant cannot be allowed to take advantage of his own wrong.
- e. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2022 and the cause of action accrue on 22.06.2020 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.
- f. That even if the complaint is admitted to be true and correct, the agreement which was signed in the year 2016 without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 35 of the said agreement provides for Rs. 5/ sq. foot per month on super area for any delay in offering possession of the unit as mentioned in clause 30 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Hon'ble Commission in order to alter the penalty clause by



virtue of this complaint more than 6 years after it was agreed upon by both parties.

- g. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. It is submitted that if the said averment in the complaint is taken to be true, the Hon'ble Authority does not have the jurisdiction to decide the complaint.
- h. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. It is submitted that the permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging the foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondents have in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- i. That the answering respondent has adequately explained the delay. It is submitted that the delay has been occasioned on account of things beyond the control of the answering respondent. It is further submitted that the builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly,



the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

- j. That the answering respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession. It is submitted that clause 31 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession.

E. Jurisdiction of the authority

7. The authority observed 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, 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)(a)
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 of the authority on relief sought by complainant.

F.I. DPC & Possession.

11. The respondent is legally bound to meet the pre-requisites for obtaining occupation certificate from the competent authority. It is unsatisfied that even after the lapse of more than 6 years from the due date of possession the respondent has failed to apply for OC to the competent authority. The promoter is duty bound to obtain OC and hand over possession only after obtaining OC. Further the respondent is directed to offer possession after obtaining the OC from the competent authority.



12. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges. Clause 30 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

"30. The developer shall offer possession of the unit any time, within a period of 36 months from the date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 36 months as above in offering the possession of the unit."

13. At the outset, it is relevant to comment on the pre-set 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 this agreement 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 allottee in fulfilling formalities and documentations etc. as prescribed by the promoter 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 flat buyer agreement 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.

14. **Admissibility of grace period:** The respondent/promoter has raised the contention that the construction of the project was badly affected on account of the orders dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in civil writ petition no.20032 of 2008 through which the shucking /extraction of water was banned which is the backbone of construction process, simultaneously orders at different dates passed by the Hon'ble National Green Tribunal restraining thereby the excavation work causing Air Quality Index being worse, may be harmful to the public at large without admitting any liability.
15. The promoter has proposed to hand over the possession of the apartment within a period of 36 months from date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later. The authority calculated the due date from the date of agreement i.e., 22.06.2016 as the date of commencement of construction is not known. The period of 36 months ends on 22.06.2019. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period in the possession clause. Accordingly, the authority allows this grace period of 6 months to the promoter at this stage, accordingly the due date of possession comes out to be 22.12.2019.

16. Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c), 357 reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022. it was observed:

25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.

17. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a).
18. **Admissibility 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.

19. The legislature in its wisdom in the subordinate legislation under 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.
20. 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., **18.08.2023** is 8.75%. Accordingly, the prescribed rate of interest will be MCLR +2% i.e., 10.75%.
21. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

(i) the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default;

(ii) the interest payable by the promoter to the allottees 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 allottees to the promoter



shall be from the date the allottees defaults in payment to the promoter till the date it is paid;"

22. 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.

F.II. Direct the respondent to refund the arbitrary charges levied under the heads of labor cess, VAT & club fee.

- **Labor Cess**

23. Labour cess is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.9.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint no.962 of 2019 titled **Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited** wherein it was held that since labour cess is to be paid by the respondent, as such no labour cess should be charged by the respondent. The authority is of the view that the allottee is neither an employer nor a contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainant is completely arbitrary and the complainant cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount. Accordingly, the respondent is directed to refund the amount taken by the respondent on account of labour cess.

- **VAT**

24. The promoter is entitled to charge VAT from the allottees for the period up to 31.03.2014 @ 1.05% (one percent VAT + 5 percent surcharge on VAT) under the amnesty scheme. However, if the respondent opted for composition levy, then also, the incidence of such taxes shall be borne by the respondent only. But if composition scheme is not availed, VAT may be charged on proportionate basis subject to furnishing of proof of having its actual payment to the concerned taxation Authority.

- **Club fee**

25. Neither the complainants have mentioned the above relief specifically in the complaint nor they have argued during the argument accordingly, the authority cannot deliberate upon the said relief.

F.III. Direct the respondent to quash one sided clause from the flat buyer agreement.

26. The complainants have not mentioned one sided clause particularly in its complaint except from clause 35 of the said agreement which provides for ₹ 5/- sq. ft. per month in the super area for any delay in offering possession of the unit. The explanation regarding this is already provided in the relief no. 1.

27. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, 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 30 of the agreement executed between the parties on 22.06.2016, the possession of the subject apartment was to be delivered within 36 months from the date



of execution of agreement or date of start of construction whichever is later. The authority calculated the due date from date of agreement as the date of commencement of construction is not known. The period of 36 months expired on 22.06.2019. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is 22.12.2019. 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.

28. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. 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. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 22.12.2019 till the expiry of 2 months from the date of offer of possession after issuance of occupation certificate 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. 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):
- a. 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 complainant from due date of possession i.e., 22.12.2019 till the expiry of 2 months from the date of offer of possession after issuance of occupation certificate.
- b. The arrears of such interest accrued from 22.12.2019 till the date of order by the authority shall be paid by the promoter to the allottee 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 allottee before 10th of the subsequent month as per rule 16(2) of the rules.
 - c. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - d. The rate of interest chargeable from the complainant /allottee 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 delay possession charges as per section 2(za) of the Act.
 - e. The respondent is directed not to place any condition or ask the complainant to sign an indemnity of any nature whatsoever, which is prejudicial to the rights of the complainant as has been decided by the authority in complaint bearing no. **4031 of 2019 titled as Varun Gupta V. Emaar MGF Land Ltd.**
 - f. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement. However, holding charges shall not be charged by the promoters at any point of time

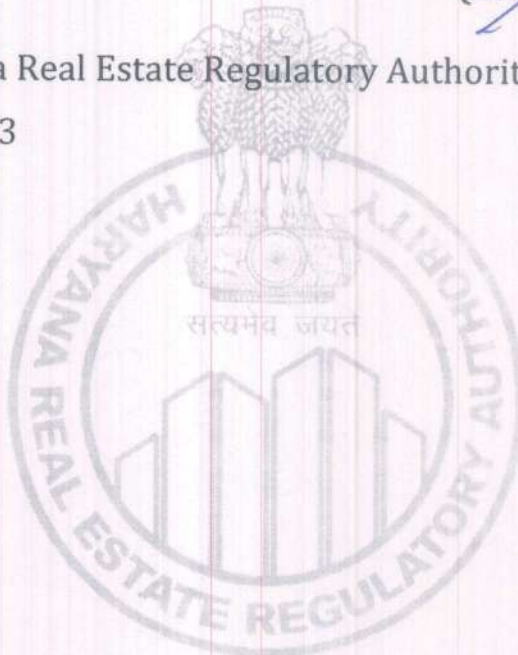
even after being part of agreement as per law settled by Hon'ble
Supreme Court in civil appeal no. 3864-3889/2020.

30. Complaint stands disposed of.
31. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 18.08.2023



HARERA
GURUGRAM