

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

Complaint no.: 123 of 2021
Date of decision : 01.03.2024

1. Ritu Garg
2. Munish Raj Garg

Both RR/o: - Hno. 68, First Floor, Wood Stock, Sector-50, Nirvana Country, Gurugram, Haryana-122018

Complainants

Versus

M/s Maxworth Infrastructures Pvt. Ltd.

Office address: 108-109, 1st floor, DLF star tower, Sector 30, Gurugram, Haryana-122002

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Shri. Harshit Batra(Advovate)
Shri. Shanker Wig(Advocate)

Complainants
Respondent

ORDER

1. The present complaint 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 to the allottees as per the agreement for sale executed inter-se them.

A. Unit and Project related details:

2. The particulars of the project, the details of 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	Premier Urban, Sec 15, Part 2 Gurugram
2.	Area of the project	2.29 acres
2.	Unit no.	GF-01 [Annexure C1 at page no. 33 of the complaint]
3.	Super area	650 sq. ft. [Annexure C1 at page no. 33 of the complaint]
5.	Date of allotment	28.07.2016 [Annexure C1 at page no. 33 of the complaint]
6.	Date of buyer's agreement	10.08.2016 [Annexure C2 at page no. 34 of the complaint]
7.	Date of commencement of construction	Details not available in the file
8.	Possession clause	Clause No. 14 "Developer will based on its present plans and estimates and subject to all just exceptions, contemplates to give/ offer possession of the Shop to Buyer(s) within 36 months/ 3 years

		<p>from the date of commencement of construction of that particular tower where buyer(s) Shop is located (with a grace period of 6 months), subject to Force majeure events or governmental action/inaction or due to failure of Buyer(s) to pay in time the price of the said Shop along with other charges and dues in accordance with the schedule of payments or any other activity of buyer(s) deterrent to the progress of the Project."</p> <p>(Emphasis supplied)</p>
9.	Due date of possession	<p>10.02.2020 calculated from the date of execution of the builder buyer agreement Note: grace period of 6 months allowed being unqualified.</p>
10.	Total sale consideration	<p>58,50,000/- [Page 39 of the complaint]</p>
11.	Amount paid by the complainants	<p>Rs. 57,91,500/- [As per receipts from page no. 58 to 67]</p>
12.	Occupation certificate	<p>No details regarding occupation certificate have been placed on record</p>

13.	Possession letter	20.09.2016 [Annexure C5 at page no. 73 of the complaint]
14.	No due certificate	20.09.2016

B. Facts of the complaint

3. The complainants have made the following submissions: -

- a. That the complainants are resident of Gurugram and are responsible citizens of the society, who, with the desire of owning a commercial property, booked an allotment in a real estate project, under the name as style, "Premier Urban" ("Project") and is hence within the meaning and ambit of and allottee as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 ("Act").
- b. The project came to the knowledge of the complainants through the authorized marketing representatives of the respondent. The marketing representatives approached the complainants on behalf of the respondent giving representations of the high-class aesthetic apartment and the timely delivery of their projects. The complainants being a simple person with a dream of owning a commercial shop were caught into the trap and believed the respondent and its representatives on the representations, assurances, and warranties made by them and booked a commercial unit - "GF01 ("Unit")" in the project admeasuring super area "650 sq. ft." for a basic sale price of ₹58,50,000/-.
- c. After the booking of allotment, the complainants received an allotment letter dated 28.07.2016. The complainants paid ₹2,50,000/- each on 01.08.2016. Thereafter, on 10.08.2016, the

complainants requested the execution of a builder buyer agreement (hereinafter referred to as "agreement"), the respondent executed an agreement to sell after accepting ₹5,00,000/-.

- d. That the complainants paid following amounts on regular time interval as according to the payment plan annexed in the agreement. That the complainants have been punctual according to the terms and conditions of the agreement and have paid the above mentioned amount to the respondent. That the complainants took financial assistance from Indian Bank, Sushant Lok branch for an amount of ₹25,00,000/- and has an obligation to pay equated monthly instalment (EMI) to the bank. The complainants, the respondent entered into tripartite agreement with the Bank.
- e. That the respondent offered the possession letter on 20.09.2016 for the purpose of taking possession of the unit by the complainants along with no dues certificate stating the fact that the complainants have paid total sum as agreed in the agreement till date 20.09.2016 and no further dues are left as an obligation upon the complainants.
- f. That the complainants were enjoying the possession of the unit and for the purpose of utilizing the space of the unit bought, the complainants gave the shop to tenants and were receiving rent of ₹30,000/- on monthly basis peacefully. That on one of regular visits of the complainants at the unit, to the utter shock, a notice from Municipal Corporation of Gurugram was paste on the outer

door of the unit which stated in a precise manner that this shop is illegally constructed vide memo no. MCG/Enf./AE-II/2018/3149. The information in the notice was such that the respondent has constructed the unit which is in contravention to the provisions of Section 250 and other provisions of the Haryana Municipal Corporation Act, 1994. The respondent was also directed to appear before the District & Town Planning Department, exercising the power of Municipal Commission of Gurugram on 01.02.2018 vide show cause notice bearing no. 3107. After having knowledge of the notice pasted, the tenant of the complainants vacated the unit in fear.

- g. That on 17.04.2018, the complainants visited the unit physically and acknowledged with open eyes that the respondent has started demolishing the construction of the unit and labour was appointed for the purpose of deconstruction. The complainants being in a hopeless situation, asked to stop the deconstruction but the respondent's labour paid no heed to the instruction of the original owner of the unit i.e., the complainants. Thereafter, the complainants called and reached to the police station, Sector 15-II, Gurugram to complain about the activity of the respondent without the permission of the complainants.
- h. That even after filing police complaint, the respondent did not bother about the illegal activity been conducted by him. The complainants visited the site of unit again on 19.04.2018 and acknowledged that the deconstruction of the unit has been continued after filing the complaint at the Police Station, Civil

Lines, Gurugram. That the complainants again ran towards the Police Station, Civil Lines to seek action by the Police officials as the respondent was demolishing the construction and making it a smaller unit in terms of space per square feet. The complainants again requested the police officials to take action and stop the deconstruction of the unit.

- i. It is pertinent to mention that the complainants have paid full amount against the total sales consideration of the unit, but the respondent failed to execute the conveyance deed in favour of the complainants which is mandate as per the provision of Section 11(4)(f) and Section 17(1) of the Act. Section 11(4)(f) and Section 17(1) of the Act is reiterated respectively as under:

“Section 11(4)(f) execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;

Section 17. (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-

section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate."

- j. The respondent kept on ignoring and postponing the request by the complainants to execute the conveyance deed of the unit. That the complainants being in a troubled situation went to the Police Station, Sector 15-II, Civil Lines, Police Station, Gurugram, Haryana-122001 to file a complaint stating the actual facts and the consequences of illegal conduct with malafide intention by the respondent. The respondent had demolished approx. 100 to 150 square feet of space in the unit without taking permission from the allottees/complainants and used own key to open the lock of the unit and started demolishing the constructed unit. This arbitrary act of the respondent is absolutely intolerable and the same is against the provisions of the Act.
- k. That it is of extreme importance to note that the respondent even after accepting full payment as agreed in the agreement, did not execute the conveyance deed and according to the facts of the present matter it is clearly understandable that the respondent did not execute the conveyance which is a mandatory provision of the Act because of the sole reason that the respondent had done unauthorized construction over the said unit.

- l. That when the respondent was asked about the execution of conveyance deed, a formal response was received that as soon as occupancy certificate is received, the conveyance deed shall be executed. The ill intention and purpose to dupe the complainants can be seen from the act noted above by the respondents.
- m. That the police official noted and asked the respondent to sign and execute a fresh agreement with the complainants on the letterhead of the respondent in which, various promises were made by the respondent regarding the loss faced by the complainants. That when asked about the loss of rent receivable, the respondent prepared and provided four (4) post-dated cheques of ₹27,000/- each after deducting TDS @10% i.e., ₹3,000/-.
- n. The respondent had given 4 post-dated cheques, details of which are mentioned above as loss to the complainants against the rent receivables. That it is pertinent to mention that 2 out the 4 post-dated cheques were presented at the Bank with which the complainants were maintaining their savings bank account but, to the utter shock, both cheques were bounced due to insufficiency of funds within the current account of the respondent. The complainants informed the respondents about the failure of successful transaction through cheques due to insufficiency of funds, the respondents requested the complainants to present the cheque no.822 at the bank for clearance but again the complainants were shocked to see that

“the account of the respondent on which the cheque was drawn upon is blocked”. Thereafter, the complainants in lieu of allowing the excuse to the respondents asked the respondents about their failure to pay even a small amount of ₹30,000/- per month (after deduction of ₹3,000/- as TDS) which again established an image of developer in the mind of the complainants.

- o. That the respondents after the receiving information of bounced cheques which they knew earlier, transferred ₹1,08,500/- into the savings bank account of the complainants. That the current market rates of the property are such that the rent rates of the said Unit according to the area of the project are increasing, the respondent is liable to pay an increased amount as rent payable till the date of receiving completion certificate from the concerned authority.
- p. That the respondent also promised and obliged itself by way of the agreement dated 27.04.2018 on the letterhead of the respondent addressing the Police Station, Civil Lines, Gurugram to pay rent for each month till the completion of the unit, however the respondent only provided rent for 4 months. The complainants are also entitled to rent for each month till the receiving of completion certificate of the unit as enumerated in the aforesaid agreement from the respondent. The clause 7 of the agreement dated 27.04.2018 is reiterated as under:

“That we M/s Maxworth Infrastructures Pvt. Ltd. Will pay Rupees 30,000/- (Rupees Thirty Thousand Only) in advance per month as compensation to Mr. Munish Raj Garg and Mrs. Ritu Garg for four months or till the completion of the shop as per above written terms which

is starts from 01/04/2018 after deducting TDS as per income tax laws."

- q. That the unlawful, unethical, and unprofessional conduct of the respondent is unacceptable as even after agreeing and promising to abide by the conditions and fulfil the obligations stated in the agreement on the letterhead of the letterhead executed at the Police Station, the respondent has miserably failed to obey its words and fulfil its responsibilities.
- r. That as per clause 6 of the agreement dated 27.04.2018 on the letterhead of the respondent, the respondent clearly stated that on the failure of successful obtain of the completion certificate for minimum 650 square feet from the concerned authorities then the respondent will be fully liable to refund the entire amount along with interest @18% p.a calculable from the date of possession to the complainants. The clause 6 of the agreement is reiterated under:

*"That if we are unable to obtain/get the completion certificate of minimum 650 square. feet (Full RCC slab with Veranda) from concerned authorites then M/S Maxworth Infrastructures Pvt Ltd. Will be fully liable to return entire amount with 18% interest from the day of possession to Mr. Munish Raj Garg and Mrs. Ritu Garg after deducting the amount due for area 21 ft 3 inches*26 ft. Or area passed by DTP."*

- s. That according to clause 8 of the agreement signed at the Police Station, the respondent had confirmed itself that in case if the respondent fail to fulfil any obligation/ written terms of the agreement then the complainants are free to take any legal action against the respondent to seek justice. The respondent

has violated the provisions of Section 18(1) of the Act and is liable to pay interest for delay caused by the respondent.

- t. That the respondent demanded 1% of the total price of the unit as tax deducted at source from the complainants and the complainants paid ₹58,500/-. The complainants duly filed FORM 26QB thereby made payment of T.D.S. That the respondent on payment of rent of ₹30,000/- to the complainants deducted ₹3,000/- on each payment on account of T.D.S, from the complainants and it was expected that the T.D.S deducted will be displayed in the FORM 26AS at the TRACES website, but to the utter shock of the complainants the respondent neither deposited the tax deducted by the respondents to the government nor issued tax deducted at source certificate to the complainants. The respondent violated the provisions of Section 276(b) of the Income Tax Act, 1961, and the same is punishable under Section 276(c) of the Income Tax Act, 1961. The respondent also violated the provision of Section 203 of the Income Tax Act, 1961 by not issuing tax deducted at source certificate to the complainants.
- u. That the Respondent did not fulfil the obligation to reconstruct the demolished construction and hand over the unit to the complainants. Till date, the unit is left as it is and there is no hope of construction in future. That the complainants have been paying the EMI for the loan taken to purchase the unit to the Indian Bank. The monthly payments to the bank was made through the rental income of the property but now due to

unethical and unprofessional conduct of the respondent, the complainants are paying the cost of equated monthly instalments each month.

- v. That the complainants were active and a responsible customer and tried to confirm about completion certificate and rent receivables from the respondent several times, but the respondent paid no heed to the requests of the complainants and ignored to the communication through Whatsapp medium. The complainants also tried to communicate their issues to the respondent's email.
- w. That the respondent is liable to pay the resident welfare association maintenance for each month as the complainants do not have possession of the unit. The complainants cannot be trapped into situation in which the maintenance has to be paid without possession of the unit.
- x. That even after several defaults on the part of the respondent, the complainants does not have possession of the unit. The respondent has miserably failed to fulfil its obligations under both the agreements and as per the Act also. That the complainants have lost faith in the respondent as the malafide intention has been witnessed by the respondent at every stage.

C. Relief sought by the complainant:

4. The complainants have sought following relief:
 - a. Direct the respondent to complete the construction of the unit, receive the completion certificate and give the possession as agreed vide agreement dated 27.04.2018.

- b. Direct the respondent to refund the amount paid for area demolished which was earlier constructed and for which the consideration is duly paid.
- c. To make good for loss of actual rent receivables of ₹ 9,30,000/- for 2 years and 7 months along with prescribed rate of interest.
- d. Direct the respondent to pay ₹ 40,000/- a rent each month till the date of providing physical possession to the complainants.
- e. Direct the respondent to submit an affidavit stating the anticipated date of completion of construction of the unit and the date of physical handover.
- f. Direct the respondent to get the conveyance deed executed after receiving completion certificate.

D. Reply filed by the respondent:

5. The respondent has contested the complaint on the following grounds:
 - a. That the said shop bearing no. GF01 and ad measuring 650 sq. feet. situated sold to the complainant on 10.08.2016 as per builder buyer agreement and since then the complainant is enjoying the uninterrupted physical possession of the said shop and using it as per his needs but however it is submitted that the complainant was also given the site map, possession letter and a tripartite agreement was executed amongst the Indian bank, the complainant and the respondent and needless to mention prior to sanctioning of the loan the banker had physically verified the aforesaid property and the due diligence report was also taken by the bank from their authorized agencies. It is further

submitted that the complainant was fully aware that the respondent was not issued occupancy certificate by the respected Government authorities and even the bank agreed to sanction the loan against the said property without the occupancy certificate. That mentioned in the preceding para since the defendant is in exclusive possession of the said shop and the respondent has no control of whatsoever nature on it. The shop has a six feet corridor chhaja/projection roof which is supported by two columns on the front end. The department has only requested to remove the column support and leave the chhaja as it is, which does not affect the shop in any manner. The complainant is rather creating hindrances in making the due required alterations which is required to obtain the occupancy certificate.

- b. That it is important to mention respondent is fully aware of the fact that he has taken the physical vacant possession of the said property on dated 20.09.2016 after getting an NOC from the respondent. It is pertinent to mention here that complainant was fully aware of the fact that the respondent has not obtained the occupancy certificate though the file, with complete documents and NOC'S of the same was submitted with the concerned department. The respondent has hereby enclosed the conceptual approval of the occupancy certificate from the office of MCG and file for obtaining file for grant of issuance of occupancy certificate has already been sent to DULB, Haryana. It is further submitted that the respondent will be in a position to

get occupancy certificate in four months and undertake to get the conveyance deed.

- c. That it is important to mention respondent is fully aware of the fact that he has taken the physical vacant possession of the said property on dated 20.09.2016 after getting an NOC from the respondent. It is pertinent to mention here that complainant was fully aware of the fact that the respondent has not obtained the occupancy certificate though the file of the same was submitted with the concerned department. The respondent has hereby enclosed the conceptual approval of the occupancy certificate from the office of MCG and file for obtaining file for grant of issuance of occupancy certificate has already been sent to DPCP, Haryana. It is further submitted that the respondent will be in a position to get occupancy certificate in four months and undertake to get the conveyance deed.
- d. That the complainant is in exclusive possession of the said shop and the respondent has no control of whatsoever nature on it, he of his own violation raised a temporary chhaja in front of a shop by using gerders and lime sheets and during the course of inspection by DPCP officials, it was observed that the said chhaja was in violation of the site map and against the conditions of builder buyer agreement which strictly prohibited the complainant from raising any illegal structure from the said shop.
6. 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 complainants.

7. The complainant filed the additional documents on 26.08.2021 and the respondent submitted the written submission in the authority dated 06.12.2023 and the authority have taken cognizance of the same.

E. Jurisdiction of the authority

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E. I Territorial jurisdiction

9. 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

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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee 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 of 2016 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 regarding relief sought by the complainant.

F.I. Direct the respondent to complete the construction of the unit, receive the completion certificate and give the possession as agreed vide agreement dated 27.04.2018.

12. In the present matter the complainants has approached the authority for seeking direction to the respondent to hand over the possession of the unit after receiving completion certificate from the competent authority. The complainants in its complaint admitted that no doubt the possession of the unit was handed over to the complainants vide letter dated 20.09.2016 but the MCG, Gurugram issued demolition notice dated 16.12.2018 and demolished the shop. Since then the possession is not with the complainants and the respondent never offered the possession of the unit after reconstructing the said unit as agreed dated 27.04.2018 at police station in presence of SHO in reference to the complaint filed by the complainants against the respondent for selling unauthorised shop. To this the respondent states that they have already handed over the possession of the said unit way back in 2016 vide possession letter dated 20.09.2016 and the respondent is not liable for delay possession charges as the possession is still with the complainants. Since no document on

record is placed to prove the fact of possession not being with the complainants as of now and the same is also being stated by the respondent during the course of hearing that the possession is with the complainants only. Accordingly, keeping in view the above mentioned facts, the authority is of the view that since the complainants have signed the no dues and taken the possession in 2016 i.e., much prior to the due date therefore, no direction with respect to the handover of possession is needed.

13. Further, by virtue of clause 14, the possession of the subject apartment was to be delivered within 3 years from date of commencement of construction with a grace period of 6 months. The period of 3 years is calculated from date of BBA since the date of commencement of construction is not known. The period of 3 years expired on 10.08.2019. As far as grace period is concerned, the same is allowed being unqualified. Therefore, the due date of handing over possession is 10.02.2020. But since in the present matter the complainants have already taken the possession of the unit 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 not established and no case of delay possession charges is made out.

F.II. Direct the respondent to refund the amount paid for area demolished which was earlier constructed and for which the consideration is duly paid.

14. In the present matter the parties entered into a builder buyer's agreement dated 10.08.2016 wherein the complainants were allotted the shop admeasuring 650 sq. ft. for basic sale price of ₹ 58,50,000/- The complainants in their complaint states that the respondent



unlawfully sold the subject unit to the complainants since as per the approved site layout plan dated 02.08.2011 the permissible commercial area was only 498.78 sq. ft. The respondent is silent towards the said averment of the complainants in their complaint. The authority after due consideration of the facts, documents placed on records and the submissions made by the parties is of the generous view that it is the obligation of the allottee under section 19(1) of the Act,2016 to obtain sanctioned plans approved by the competent authority and no such issue was ever raised by the allottee at the time of taking the possession accordingly, the authority shall not deliberate upon this issue at such belated stage.

F.III. Direct the respondent to get the conveyance deed executed after receiving completion certificate.

15. As per Section 17 (1) of Act of 2016, the respondent is under obligation to get the conveyance deed executed. In the present case the possession of the allotted unit has yet not taken by the respondent/allottee. Therefore, the respondent is directed to execute a conveyance deed in their favor within a period of three months after obtaining occupation certificate from the competent authority in terms of section 17 of the Act.

F.IV. Direct the respondent to submit an affidavit stating the anticipated date of completion of construction of the unit and the date of physical handover.

16. The above said relief is neither being pressed by the counsel for the complainant in the pleadings nor being raised during the course of hearing. In view of the above the authority cannot deliberate upon the said relief.

F.V. Direct the respondent to pay ₹ 40,000/- a rent each month till the date of providing physical possession to the complainants.



- F.VI. To make good for loss of actual rent receivables of ₹ 9,30,000/- for 2 years and 7 months along with prescribed rate of interest.**
17. The complainants in the aforesaid relief are seeking compensation.

The authority observes that Hon'ble Supreme Court of India, in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled for claiming compensation 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 shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. Therefore, the complainants may approach the adjudicating officer for seeking compensation.

G. Directions of the authority

18. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

- a. The respondent is directed to execute a conveyance deed in favor of complainants within a period of three months after obtaining occupation certificate from the competent authority in terms of section 17 of the Act.
- b. The respondent shall not charge anything from the complainant which is not the part of the 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.

19. Complaint stands disposed of.
20. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.03.2024



HARERA
GURUGRAM