

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

Complaint no. :	7967 of 2022
Date of complaint :	26.12.2022
Order pronounced on:	25.04.2024

Ayush Kulshrestha R/o: C-703, Gateway Tower, Sector-4, Vaishali, Ghazibad, Uttar Pradesh.	<b>Complainant</b>
Versus	
M/s ILD Milenium Private Limited Registered office: B-418, New Friends Colony, New Delhi-110025.	<b>Respondent</b>

<b>CORAM:</b>	
Shri Vijay Kumar Goyal	<b>Member</b>
<b>APPEARANCE:</b>	
Shri Jaspreet Singh, Advocate	Complainant
Shri Rishabh Gupta, Advocate	Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee 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 provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

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**A. Unit and project related details:**

2. The particulars of unit details, 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	"ILD Spire Greens" at Sector 37C, Gurugram.
2.	Nature of project	Residential colony
3.	Project Area	15.48 acres
4.	DTCP license	13 of 2008 dated 31.01.2008
5.	Name of the Licensee	M/s ALM Infotech City
6.	RERA registered/ not registered and validity status	Registered Vide no. 60 of 2017 dated 18.08.2017 Valid upto 16.08.2018
7.	Unit no.	1602, 15 <sup>th</sup> Floor, Block-2, <b>Tower-7</b> (page no. 72 of complaint)
8.	Unit admeasuring	1355 sq. ft. (super area) (page no. 72 of complaint)
9.	Welcome letter	29.08.2012 (page no. 55 of complaint)
10.	Date of execution of buyer agreement	17.09.2013 (page no. 69 of complaint)
11.	Possession clause	10.1 Schedule for possession of the said unit <i>"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said unit within three years from the date of execution of this agreement, with grace period of six months, unless there shall be delay on account of non-receipt....:"</i> (Emphasis Supplied)
12.	Due date of delivery of possession	17.03.2017 (calculated from the date of execution of buyer's agreement including grace period being qualified and unconditional)

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13.	Basic sale price	Rs.63,94,655/- (as per BBA at page no. 73 of complaint)
14.	Total amount paid by the complainant	Rs.46,76,723/- (as per SOA dated 24.07.2021)
15.	Cancellation letter	28.08.2020 (page no. 108 of complaint)
16.	Occupation certificate	Obtained on 21.10.2016 for Tower 3 & 4 and EWS Block and 21.12.2017 for Tower 5 and EWS Block (As per information available on the website of tcpharyana.gov.in) And for <b>Tower 6, 7 and EWS vide memo no. ZP-370 Vol-IV/AS(RA)/2021/15763 dated 02.07.2021</b>
17.	Offer of possession	24.07.2021 (page no. 110 of complaint)
18.	Legal notice for DPC	09.07.2022 (page no. 112 of complaint)

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- I. That in the year 2012, the respondent had lured the complainant to purchase the residential spaces in the group housing complex namely "ILD SPIRE GREENS" situated at sector-37C, District Gurgaon, Haryana, (under license no.13 of 2008), which was launched by the respondent with the assurance that the construction of the project will be completed within a period of 4 years.
- II. That the respondent is a company registered under the Companies Act, 1956, and have presented a very rozy picture of the company and informed the complainant that the company is managed by highly qualified professionals who are fully engrossed to ensure that the company maintains its high standards in quality construction, timely delivery and customer satisfaction. the respondent had also shown the

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- layout plans of the unit to be allotted to the complainant to show that the respondent has the approval and sanctions for the same.
- III. That on the basis of the said assurances and promises of the respondent the complainant had agreed to purchase a residential space in the said project on the construction linked plan and have made the advance payment for the same. The said payment is duly acknowledged by the respondent vide separate receipt dated 02.07.2012 vide receipt no.1132 for a sum of Rs.2,00,000/-.
- IV. That accordingly, a booking application form was also got executed by the respondent containing the terms and conditions of the said allotment including the unit area of 1355 sq. ft. at the time of booking, it was confirmed to the complainant that the construction at the said project is going on in full swing and the complainant will get the possession of the same within a period of 2 years from the date of booking.
- V. That the respondent has issued a letter dated 29.08.2012 to the complainant where by the respondent had informed the complainant that the flat no.1602 measuring 1355 sq. ft. is tentatively allotted to the complainant and has received a sum of Rs.5,70,000/- (including service tax) against the registration of the booking. The respondent has further demanded a sum of Rs.5,69,923/- including service tax on or before 01.09.2012. The same clearly shows the malafide intentions of the respondent to only extort money from the complainant, whereas, at that time the complainant was not liable to pay any money to the respondent as it has made payment in advance and more than the payment to made as per payment plan. The construction link payment plan clearly provides for the payment of Rs.2,00,000/- at the time of

booking, 10% of BSP within 30 days of booking and 10% of BSP within 60 days of booking.

- VI. That the respondent has also assured the complainant for the execution of the builder buyer's agreement with a period of one month from the date of booking as the authorized signatory was not available. The complainant believing on the said assurances had made continue to make the payment even in advance to the payment plan.
- VII. That to the utter shock and surprise of the complainant, the complainant had received a demand letter dated 19.12.2012 from the respondent demanding a sum of Rs.9,96,021/- whereas the complainant had made the payment over and the above the demand letter dated 29.08.2012. The same clearly shows the unfair trade practices on the part of the respondent to extort money from the complainant. Infact, the complainant had also made the payment of Rs.2,02,000/- vide RTGS/NEFT directly in the bank account of the respondent on 12.10.2012.
- VIII. That the complainant had duly raised objections to the same, to which, the respondent had admitted its fault and had issued a receipt dated 05.01.2012 bearing serial number 1371 for a sum of Rs.2,02,000/- which clearly shows the deficiency in services and unfair trade practices on the part of the respondent. The said amount is still not shown in the account statement of the complainant, which clearly shows the malafide intentions on the part of the respondent.
- IX. That the malafide intentions, unfair trade practices and deficiency in services on the part of the respondent is further clear from the fact that another letter dated 20.03.2013 is received by the complainant whereby the complainant is further called upon to pay a sum of

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Rs.7,94,021/- i.e., towards commencement of excavation, whereas, the same along with EDC/IDC and same was duly paid by the complainant.

- X. That the malafide intentions of the respondent is clear form the fact that instead of executing the builder buyer agreement, have again sent a demand letter dated 01.06.2013 form demanding the sum of Rs.13,63,944/- towards excavation, 10% of BSP, 50% of specification charges on the casting of ground floor slab. That all dues till excavation was already paid. Further, malafide intentions, unfair trade practices and deficiency in services on the part of respondent is clear from the facts that no photograph as to the completion of construction was sent to the complainant.
- XI. That the respondent instead of providing the details of the completion of construction has sent a reminder letter dated 23.08.2013 to the complainant for the payment of Rs.13,63,944/- without even executing the builder buyer agreement. The complainant had immediately contacted the respondent and informed it about the payments already made by the complainant and further demanded the execution of the builder buyer agreement, to which the respondent had withdrawn the said demand letter with the assurance that the builder buyer agreement will be executed shortly.
- XII. That the respondent on the persistent follow up by the complainant, had executed an apartment buyer agreement dated 17.09.2013 and was shocked to read the terms and conditions of the same, which were totally one sided. when the complainant objected to the same, the respondent threatened the complainant that the booking of the complainant will be cancelled and all the money as paid by the complainant will be stand forfeited.

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- XIII. That the malafide intentions and unfair trade practices of respondent is further clear from the fact that respondent has not disclosed the total amount as paid by the complainant at the time of execution of the buyer's agreement. Further, the respondent have claimed the compensation as well as interest from the complainant in case of default on its part for not taking possession or making timely payment, but has not incorporated any clause of compensation as well as payment of interest to the complainant in case of delay in handing over of the possession of the said flat.
- XIV. That in order to pacify the complainant to continue with the said booking, the respondent has offered the complainant arrange loan from the bank for the said unit, and has provided the permission for the mortgage of the said unit. Accordingly, the bank namely HDFC Bank Ltd. has issued the loan on the said unit and accordingly, a payment of Rs.37,32,000/- is disbursed in three installments i.e., on 10.12.2013, 02.05.2014 and 25.05.2015, which is way prior to the achievement of the construction by the respondent.
- XV. That despite receipt of the payment of the huge amount, the respondent has failed to comply with its obligations and has failed to complete the construction of the project wherein the booking is made by the complainant. Despite that the complainant has made the payment of Rs.10,00,242/- on 24.05.2015 which is duly acknowledged by the respondent vide receipt bearing no.3133.
- XVI. That the complainant was regularly following up with the respondent but no satisfactory response was given to the complainant except the assurances that the complainant will get the benefits of the delay in construction. The complainant, very enthusiastically used to go at the

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site to see the progress of the said project on which it has spent its hard-earned money, but every time he got disappointed to see that no good pace of the construction. when the complainant objected to the same, the officers of the respondent gave vague replies and threatened the complainant to cancel the said booking and to forfeit the earnest money deposited by the complainant.

XVII. That it is on 25.02.2022, when the complainant went to meet the respondent, the complainant was informed that the said unit is under cancellation due to non-payment of the due amount. The complainant was completely shocked to hear the same as the complainant has neither received any demand letter nor got any intimation from you, the above said addressee with regard to the completion of construction.

XVIII. That on inquiry by the complainant, the respondent has shown the letter dated 28.08.2020, 11.11.2020 and 24.07.2021, which were never received by the complainant. On perusal of the said letters, it is found by the complainant that an offer of possession dated 24.07.2021 is created by the respondent whereby it has demanded a sum of Rs.48,67,019/- towards final installment wherein a sum of Rs.24,76,309/- is demanded as interest charges without any compensation for delay in construction to the complainant. The complainant has duly raised its objections in this regard, to which it was assured by the respondent that the complainant will be duly respondent in this regard. However, till dated, the complainant has not received any communication from the respondent with regard to compensation for delay in construction.



- XIX. That on further perusal of the said documents, it is observed that the payments as made by the complainant is not duly recorded by the respondent which clearly shows the malafide intentions and unfair trade practices on the part of the respondent to extort interest from the complainant.
- XX. That the complainant had already made the payment of more than 75% of the total sale consideration towards the aforesaid unit allotted to the complainant i.e., Rs.48,72,000/- but has not got the possession of the said unit till date. The complainant had invested in the said project in order to have a residential space but has now suffered huge losses due to non-delivery of the same.
- XXI. That the complainant has already sent a legal notice dated 09.07.2022 through his counsel to the respondent, but despite that the respondent has failed to give any compensation or possession to the complainant.
- XXII. That the complainant is thus entitled to get the compensation in accordance with the provisions of law in favor. The complainant is greatly aggrieved by this long delay caused by the respondent in delivering the apartment, and seek the same quantum of interest from the respondent for the delay in delivering the possession of the apartment as the respondent seeks from them for delay in making payments i.e., @18% p.a. The complainant submit that the respondent is liable to pay to them an interest @18% from the date of payment of the booking amount i.e., 02.07.2012 till the date of payment.
- XXIII. That the present complaint has been made bona fide and in the interest of justice and the balance of convenience is also in the favor of the passing of orders as prayed for herein. Further, that the complainant



will suffer irreparable loss and injury if the relief as prayed for through the present complaint are not granted by this Hon'ble Tribunal.

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

4. The complainant has sought following relief:
  - I. Order the respondent to handover the possession of the unit/apartment in fully developed condition.
  - II. Order the respondent to pay delayed interest @18% p.a. from 02.07.2012 to the complainant.
  - III. Order the respondent to pay compensation in terms of interest at the rate of 18% per annum thereon from the date of filling of this complaint till realisation.
  - IV. Any other order the Hon'ble Authority may deem fit in the interest of justice.
5. The present complaint was filed on 26.12.2022 in the authority. On 25.05.2023, the counsel for the respondent put in appearance and requested for a short adjournment for filing of reply, thereafter on 19.10.2023, the counsel for the respondent has handed over a copy of reply to the counsel for the complainant and was directed to submit the copy in the registry, today itself. However, despite specific direction and providing an opportunity of being heard, no written reply has been filed by the respondent. Thus, keeping in view the opportunity given to the respondent and facts that despite lapse of one year the respondent has failed to file written reply. Therefore, in view of order dated 25.04.2024, the defence of the respondent was struck off.
6. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be

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decided on the basis of those undisputed documents and oral as well as written submissions made by the complainant.

**D. Jurisdiction of the authority**

The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**D.I Territorial jurisdiction**

7. 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.

**D.II Subject matter jurisdiction**

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

9. 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 complainant at a later stage.

**E. Findings on the relief sought by the complainant.**

**E.I Direct the respondent to handover the possession of the unit/apartment in fully developed condition.**

**E.II Direct the respondent to pay delayed interest @18% p.a. from 02.07.2012 to the complainant.**

**E.III Any other order the Hon'ble Authority may deem fit in the interest of justice.**

10. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.

11. That the complainant on 02.07.2012 booked a unit in the project of the respondent namely, "ILD Spire Greens" situated at sector-37C, Gurugram, for a sale consideration of Rs.63,94,655/- out of which the complainant-allottee paid an amount of Rs.46,76,723/- (as per statement of account dated 24.07.2021). The buyer's agreement was executed between the parties on 17.09.2013. As per the clause 10.1 of buyer's agreement, the unit was to be handed over by 17.03.2017 (including grace period of six months). The respondent on 28.08.2020 has sent a notice for cancellation to the complainant due to non-payment of outstanding amount and thereafter on 24.07.2021, issued an offer for possession to the complainant-allottee along with a demand of Rs.48,67,019/- stating that the occupation certificate for the Third Phase of the Tower-6 and 7 of ILD Greens has been obtained by them. Therefore, subsequent demand after the cancellation of the unit makes the cancellation letter dated 28.08.2020 invalid. Further, vide letter dated 24.07.2021, the respondent has claimed that the occupation certificate for the third phase of the Tower-6, 7 and EWS of ILD Greens has been obtained by it. Now, the

question is whether the cancellation letter dated 28.08.2020 is valid or not.

12. The Authority observes that the respondent issued a cancellation notice dated 28.08.2020 on account of non-payment by the complainant. However, an offer of possession dated 24.07.2021 was made by the respondent to the complainant. The cancellation letter dated 12.08.2021 stands revoked itself, as the respondent itself offered the possession to the complainant after cancelling the unit which clarifies the intention of the respondent to continue with the buyer's agreement executed between the parties. In view of the above, the said cancellation made by the respondent is hereby quashed.
13. In the present complaint the complainant intends to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

***"Section 18: - Return of amount and compensation***

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

*.....*

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

14. Clause 10.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

***10.1 Schedule for possession of the said unit:***

*"The developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said building/said unit within three years from the date of execution of this agreement, with grace period of six months, unless there shall be delay on account of non-receipt of any approval or any reason beyond the control of the developer or there shall be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 41 or due to failure of allottee(s) to pay in time the price of the said unit along with other charges and dues in accordance with the schedule of payments given in Annexure-C or as per the demands raised*

*by the developer from time to time or any failure on the part of the allottee(s) to abide by all or any of the terms and conditions of this agreement.*

*(Emphasis Supplied)*

15. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, she shall be paid, by the promoters, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

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

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

16. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
17. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 25.04.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
18. 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

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the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

*Explanation. —For the purpose of this clause—*

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

19. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/ promoter which is the same as is being granted to them in case of delayed possession charges.
20. 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 dated 17.09.2013. By virtue of clause 10.1 of the buyer's agreement, the possession of the subject apartment was to be delivered within three years from the date of execution of this agreement with grace period of six months. Therefore, the due date for handing over of possession comes out to be 17.03.2017 (including grace period of six months, being qualified and unconditional). The occupation certificate for Tower 6, 7 & EWS was granted to the respondent-promoter by the competent authority vide memo no. ZP-370 Vol-IV/AS(RA)/2021/15763 dated 02.07.2021 and thereafter the possession of the unit was offered to the complainant on 24.07.2021. Copies of the same have been placed on record. The authority is of the

considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and expendabilities as per the buyer's agreement dated 17.09.2013 to handover the possession within the stipulated period.

21. 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. In the present complaint, the occupation certificate was granted by the competent authority on 02.07.2021. The respondent offered the possession of the unit in question to the complainant only on 24.07.2021, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 month's time from the date of offer of possession. These two months 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 of possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the date of offer of possession (24.07.2021) which comes out to be 24.09.2021.
22. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delayed possession at prescribed rate of interest i.e., 10.85% p.a. w.e.f. 17.03.2017 till the expiry of 2 months from the date of offer of possession



(24.07.2021) which comes out to be 24.09.2021 as per provisions of section 18(1) of the Act read with rule 15 and section 19(10) of the Act.

**E.IV Direct the respondent to pay compensation in terms of interest at the rate of 18% per annum thereon from the date of filing of this complaint till realisation.**

23. The complainant is seeking above mentioned relief w.r.t. compensation. 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. (supra)*, 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.

**G. Directions of the authority: -**

24. 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 pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.85% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 17.03.2017 till offer of possession (i.e., 24.07.2021) plus two months (i.e., 24.09.2021), as per proviso to section 18(1)(a) of the Act read with rule 15 of the rules.
- ii. The complainant is directed to pay the outstanding dues, if any, after adjustment of delay possession charges and also, the respondent is directed to handover the possession of the allotted unit completes in



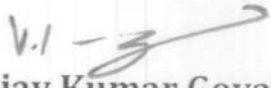
all aspects as per specifications of buyer's agreement within four weeks from date of this order.

- iii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of this order.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.

25. Complaint stands disposed of.

26. File be consigned to registry.

Dated: 25.04.2024



(Vijay Kumar Goyal)  
Member  
Haryana Real Estate  
Regulatory Authority,  
Gurugram