

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

Complaint no.	5131 of 2023
Date of filing complaint	29.11.2023
First date of hearing	06.03.2024
Date of decision	18.12.2024

Vashisht Arora
R/o: 1487 Gharyalian Chawal Mandi Amritsar-1,
Amritsar, Punjab- 143001

Complainant

Versus

Signature Global (India) Private Limited
Registered office: 1302, 13th floor, Tower-A,
Signature Towers, South City-I, Gurugram,
Haryana-122001

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Shri Akash Godhvani (Advocate)

Complainant

Shri Mintu Kumar (AR of the company)

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 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*.



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 and location of the project	The Millenia, Sector 37D, Gurugram
	Project Area	9.701 acres
2.	Nature of the project	Affordable Group Housing Colony
3.	DTCP license no.	04 of 2017 dated 02.02.2017 valid upto 01.02.2022
	Name of licensee	Signature Global (India) Pvt. Ltd.
4.	RERA Registered/ not registered	Registered 03 of 2017 dated 20.06.2017 upto 4 years from the date of environment clearance, i.e., upto 21.08.2021
5.	Unit no.	Flat no. 11-2506, tower 11, 25 th floor (As per BBA at page 30 of complaint)
6.	Unit admeasuring area	585.94 sq. ft. (Carpet Area) 79.55 sq. ft. (Balcony Area) (As per BBA at page 30 of complaint)
7.	Allotment letter	26.07.2018 (Page 27 of complaint)
8.	Date of builder buyer agreement	05.10.2018
	Possession clause as per builder buyer agreement	5. Possession "5.1 Within 60 (sixty) day from the date of issuance of occupancy certificate, the Developer shall offer the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof....."
	Possession clause as per Affordable Housing Policy, 2013	1(iv) All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is



		<i>later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
9.	Date of approval of building plan	08.06.2017 (As confirmed from another file CR/5675/2022 decided on 21.09.2023 of same project)
10.	Date of environment clearance	21.08.2017 (As confirmed from another file CR/5675/2022 decided on 21.09.2023 of same project)
11.	Due date of possession	21.02.2022 (Calculated from date of environment clearances i.e., 21.08.2017 being later, which comes out to be 21.08.2021 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for projects having completion date on or after 25.03.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic)
12.	Total sale consideration	Rs. 23,83,548.5/- (BBA at page no. 36 of complaint)
13.	Total amount paid by the complainant	Rs. 22,52,457/- (As per Customer Ledger dated 18.10.2023 at page no. 64 of complaint)
14.	Occupation certificate	25.01.2023 (Page 140 of reply)
15.	Offer of possession	28.03.2023 (Page 45 of reply)
16.	Conveyance Deed	11.09.2023 (Page no. 49 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- a) That the complainant paid an initial amount of Rs.1,19,178/- to the respondent. The payment was acknowledged by the respondent and accordingly the complainant filled the application form for one unit. The complainant received an allotment letter for the unit bearing no. T11-2506 and consequently, a builder agreement was executed between the parties on 07.09.2018.



- b) That the complainant paid an amount of Rs. 22,52,457/- to the respondent against the demand notices raised by it. Further, in terms of the Schedule "D" of builder buyer agreement, the complainant has made the payments as per the payment plan agreed to between the parties.
- c) That the complainant had sent multiple e-mails communications and made calls intimating the respondent to give the possession of the said unit. However, the respondent did not revert back and kept assuring the complainant that the same shall be settled at the time possession.
- d) That the respondent was never able to give any satisfactory response to the complainants or the governing body of the association regarding the status of the construction and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of delay on account of the Novel Corona Virus and on the account of paucity of funds.
- e) That after losing all hope from the respondent company and having shattered and scattered dreams of owning a home and also losing considerable amount of money as per the buyer's agreement dated 07.09.2018, the complainants are constrained to approach the authority for redressal of their grievance.
- f) That the respondent has not only failed to adhere to the terms and conditions of buyer's agreement dated 07.09.2018 and affordable housing policy 2013 but has also illegally extracted money from the complainants by making false promises and statements.
- g) That the respondent has also charged maintenance charges from the complainant and hence the respondent is in gross violation of clause 4 (v) of the Affordable Housing Policy, 2013.



- h) That "The Millennia" project was launched in the year 2017 with the promises to deliver in time and huge funds were collected over the period by the respondent. Even after taking more than 100% of the payments, the builder has delayed the project and is unable to handover possession after a delay of more than 26 months.
- i) That the complainant has paid the respondent a sum of Rs.22,52,457/- as per the customer ledger furnished by the respondent to the complainant and the possession of unit to the complainant has not yet given.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):
- I. Direct the respondent to pay the interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by the complainant with effect from the committed date of possession till the actual possession is delivered with proper habitable conditions.
 - II. Direct the respondent to handover the physical possession of the flat no. 11-2506 in Block /Tower No. 11 having carpet area 585.944 Sq. Feet on 25th Floor and balcony area 79.545 sq. ft. along with two-wheeler open parking.
 - III. The respondent be directed to return the interest charged from the complainant.
 - IV. Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.
 - V. Direct the respondent not to charge skyfull maintenance charges for a period of 5 years. Refund, if already paid.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent contested the complaint on the following grounds:
- a) That the complainant as well as other allottees of the project had made detailed and elaborated enquiries with regard to the location of the project, sanctions accorded by the concerned statutory authorities, specifications of the project as well as capacity, competence and capability of the respondent to successfully undertake the conceptualisation, promotion, construction,



- development and implementation of the project. Only after being fully satisfied in all respects, the complainant and other allottees proceed to submit their applications for obtaining allotment of apartments in the Affordable Group Housing project. This has also been recorded in BBA dated 05.10.2018 at recital "L".
- b) That the delivery of the possession of unit and execution of the conveyance deed is subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the agreement. This has also been recorded in the BBA dated 05.10.2018 at clause 5.
- c) That in case performance of any of the obligation or undertaking mentioned in BBA is prevented due to force majeure conditions in that case respondent neither responsible nor liable for not performing any of the obligations or undertakings mentioned in BBA as mentioned in clause 19.2 of the agreement. Further, clause 19.3 provides that if possession of the flat is delayed due to force majeure in that case the time-period for offering possession shall stand extended automatically to the extent of the delay caused.
- d) That the complainant claimed that the respondent charged the rate of interest at the rate of 15% on delay payment, however the complainant deliberately did not mention about the fact that the respondent waived the total amount of Rs. 50,724.21/- against the late payment fee which itself reflect the conduct of the complainant and on this ground only the complaint is liable to be dismissed.
- e) That the complainant has claimed different date of execution of BBA. 26.07.2018 has been claimed at Para under reply as date of execution of



BBA, however at some other para the BBA was claimed to be executed on 07-09-2018.

- f) That the proposed period of delivery of physical possession was subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the agreement.
- g) That the respondent was faced with certain other force majeure events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc. These orders in fact inter-alia continued till the year 2018. Similar orders staying the mining operations were also passed by the Hon'ble High Court of Punjab & Haryana and the National Green Tribunal in Punjab and Uttar Pradesh as well. The stopping of mining activity not only made procurement of material difficult but also raised the prices of sand/gravel exponentially. It was almost for 2 years that the scarcity as detailed aforesaid continued, despite which, all efforts were made and materials were procured at 3-4 times the rate and the construction of the project continued without shifting any extra burden to the customer.
- h) That the unprecedented situation created by the Covid-19 pandemic presented yet another force majeure event that brought to halt all activities related to the project including construction of remaining phase, processing of approval files etc. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020 bearing no. 40-3/2020-DM-I(A) recognised that India



was threatened with the spread of Covid-19 epidemic and ordered a complete lockdown in the entire country for an initial period of 21 (twenty) days which started from March 25, 2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Even before the country could recover from the 1st wave of Pandemic, the second wave of the same struck very badly in the March/April 2021 disrupting again all activities. Various state governments, including the Government of Haryana have also enforced several strict measures to prevent the spread of Covid-19 pandemic including imposing curfew, lockdown, stopping all commercial, construction activity. The pandemic created acute shortage of labour and material. The nation witnessed a massive and unprecedented exodus of migrant labourers from metropolis to their native village. Due to the said shortage the construction activity could not resume at full throttle even after lifting of restrictions on construction sites.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

10. 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

11. 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."

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent.

F. I Objection regarding force majeure conditions.

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the



month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by August 2021. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 21.08.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 21.02.2022.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by the complainant with effect from the committed date of possession till the actual possession is delivered with proper habitable conditions.

14. The factual matrix of the case reveals that the complainant was allotted unit no. 11-2506, tower 11, 25th floor in the respondent's project at the sale consideration of Rs. 23,83,548.5/- under the Affordable Group Housing Policy 2013. A buyer's agreement was executed between the parties on 05.10.2018. The possession of the unit was to be offered within 4 years from approval of building plans (08.06.2017) or from the date of environment clearance (21.08.2017), whichever is later, which comes out to be 21.08.2020 calculated from the date of environment clearance being later. Further, as per HARERA notification no. 9/3-2020 dated 26.05.2020,



an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 21.08.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. Therefore, the due date of handing over possession comes out to be 21.02.2022.

15. The complainants paid a sum of Rs. 22,52,457/- towards the subject unit and are ready and willing to retain the allotted unit in question. The respondent obtained occupation certificate on 25.01.2023 from the competent authorities and offered possession of the unit to the complainant on 28.03.2023.
16. The complainant herein intends to continue with the project and is 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."*

17. **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, he 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, *ibid.* 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.

18. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid 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.
19. 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., 18.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
20. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(z) "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;"



21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondents/ promoters which is the same as is being granted to them in case of delayed possession charges.
22. 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 05.09.2018. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 21.08.2021. As far as grace period is concerned, the same is allowed for a period of 6 months in lieu of HARERA notification no. 9/3-2020 dated 26.05.2020. As such the due date for handing over of possession comes out to be 21.02.2022. Further, a relief of 6 months will be given to the allottee that no interest shall be charged from the complainant-allottees for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
23. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. 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 complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 21.02.2022 till the date of offer of possession (28.03.2023) plus two months i.e., 28.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

G.II Direct the respondent to handover the physical possession of the flat no. 11-2506 in Block /Tower No. 11 having carpet area 585.944 Sq.



Feet on 25th Floor and balcony area 79.545 sq. ft. along with two-wheeler open parking.

24. Perusal of case file reveals that a conveyance deed dated 11.09.2023 had already been executed between the parties and clause 14 of the said conveyance deed clearly mentions that the actual physical possession had been handed over to the complainant at the time of execution of the said deed. Clause 14 of the conveyance deed is reiterated as under:

"14. Thereafter the Vendor has scheduled to handover the actual physical possession of the apartment to the Vendee as per the specifications and amenities mentioned in the agreement and the Vendee also confirms the taking over the actual physical possession at the time of execution of the present deed pursuant to the offer of possession letter."

Thus, the Authority is of the view that no direction to this effect is required.

G.III The respondent be directed to return the interest charged from the complainant.

25. The Authority has gone through submissions made by both the parties and is of the considered view that the respondent is well within its rights to charge interest for delay in making timely payments by the complainant. However, the rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% 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 as per Section 2(z) of the Act. 38. However, no interest shall be charged by the respondent, during the covid period i.e., from 01.03.2020 to 01.09.2020 in terms of **HARERA notification no. 9/3-2020 dated 26.05.2020**.

G.IV Direct the respondent not to ask for any charges which are not as per the buyer's agreement. If paid, refund back the same.

26. The complainant has failed to specifically mention as to what charges has not been charged by the respondent which do not form part of the buyer's agreement.

27. The authority vide order dated 09.12.2022, passed in case bearing no. **4147 of 2021 titled as, "Vineet Choubey V/s Pareena Infrastructure Private**



Limited" and also in the complaint bearing no. **4031 of 2019 titled as, "Varun Gupta V/s Emaar MGF Land Limited"**, has already decided that the promoter cannot charge anything which is not part of the buyer's agreement subject to the condition that the same are in accordance with the prevailing law. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013 and is directed to charge the demands relying on the above said orders.

G.V Direct the respondent not to charge skyfull maintenance charges for a period of 5 years. Refund, if already paid.

28. The respondent in the present matter has demanded skyful maintenance charges from the complainant at the time of offer of possession. 'the authority observes that clause 4(v) of the policy, 2013 talks about maintenance of colony after completion of project: A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act L983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983.
29. As per the order issued by DTCP, Haryana vide clarification no. PF 27A/2024/3676 dated 31.01.2024, it has been very clearly mentioned that the utility charges [which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.] can be



charged from the allottees as per consumptions. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

H. Directions of the authority

30. 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 at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 21.02.2022 till the date of offer of possession (28.03.2023) plus two months i.e. up to 28.05.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, *ibid*
- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.
- III. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement or provided under



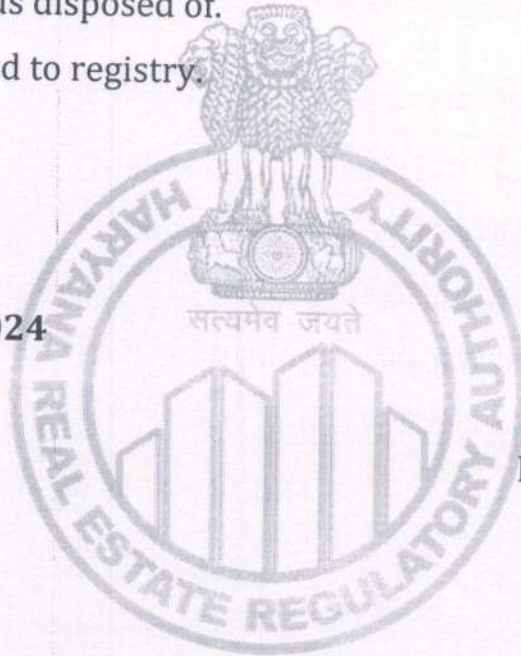
Affordable Housing Policy. Any sum charged in excess of the agreed terms under the agreement or contrary to the applicable affordable housing policy shall be refunded to the complainant.

- IV. The respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per clarification by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

31. Complaint stands disposed of.

32. File be consigned to registry.

Dated:11.12.2024



Ashok Sangwan
(Member)
Haryana Real Estate
Regulatory Authority,
Gurugram