

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

Date of decision: 29.10.2024

NAME OF THE BUILDER		KPDK BUILDTECH PRIVATE LIMITED	
PROJECT NAME		"NEWTOWN SQUARE"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/6065/2022	Saurabh Verma and Sneha Ghunawat Verma V/S KPDK Buildtech Pvt. Ltd.	Kanish Bangia Advocate and Himanshu Singh Advocate
2.	CR/6063/2022	Sumeet Verma and Kusum Verma V/S KPDK Buildtech Pvt. Ltd.	Kanish Bangia Advocate and Himanshu Singh Advocate

CORAM:Shri Arun Kumar
Shri Vijay Kumar Goyal
Shri Ashok Sangwan**Chairman**
Member
Member**ORDER**

1. The above complaints have been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Newtown Square" situated at Sector-95A, Gurugram being developed by the respondent/promoter i.e., KPDK Buildtech Private Limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Complain t No., Case Title, and Date of filing of complain t	Reply statu s	Unit No.	Date of execut ion of agree ment for sale	Due date of possess ion, offer of possess ion	Total Considerati on / Total Amount paid by the complainan ts (In Rs.)	Relief Sought
1.	CR/6065/2022 Saurabh Verma and Sneha Ghunawat Verma V/s KPDK Buildtech Pvt. Ltd. Date of Filing of complaint	Reply received on 26.09.2023	FF/075, First floor (page no. 65 of complaint)	30.05.2019 (page no. 61 of complaint)	30.11.2019 (As per possession clause) Offer of possession: 13.04.2021 (page 51 of reply)	TSC: - Rs.46,87,603 /- [as per SOA on page no. 104 of complaint] AP: - Rs.46,87,603 /- [as per SOA on page no. 104 of complaint]	1. Possession along with delayed possession charges. 2. Execution of conveyance deed. 3. Direct the respondent to not to charge any holding charges. 4. Direct the respondent to not to charge maintenance bills before

	07.09.2022						handing over of possession.
2.	CR/6063/2022 Sumeet Verma and Kusum Verma V/s KPDK Buildtech Pvt. Ltd. Date of Filing of complaint - 07.09.2022	Reply received on 26.09.2023	FF/076, First floor (page no. 52 of complaint)	30.05.2019 (page no. 50 of complaint)	30.11.2019 (As per possession clause) Offer of possession on: 13.04.2021 (page 32 of reply)	TSC: - Rs.46,87,603 /- [as per SOA on page no. 84 of complaint] AP: - Rs.46,87,602.5/- [as per SOA on page no. 84 of complaint]	1. Possession along with delayed possession charges. 2. Handover of the original conveyance deed. 3. Direct the respondent to not to charge any holding charges. 4. Direct the respondent to not to charge maintenance bills before handing over of possession.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation Full form

TSC- Total Sale consideration

AP- Amount paid by the allottee(s)

- The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
- It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the

promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. Out of the above-mentioned cases, the particulars of case **CR/6065/2022 titled as Saurabh Verma and Sneha Ghunawat Verma V/S KPDK Buildtech Pvt. Ltd.** are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details

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

CR/6065/2022 titled as Saurabh Verma and Sneha Ghunawat Verma V/S KPDK Buildtech Pvt. Ltd.

S. N.	Particulars	Details
1.	Name and location of the project	"Newtown Square" at Sector 95-A Gurugram
2.	Nature of the project	Commercial Complex
3.	Project area	3.075 acres
4.	DTCP license no.	98 of 2013 dated 09.11.2013 valid upto 08.11.2019
5.	Name of licensee	Mahender Kumar Gupta
6.	RERA Registered/ not registered	192 of 2017 dated 14.09.2017 valid upto 30.11.2018
7.	Unit no.	FF/075, First floor (page no. 65 of complaint)

8.	Unit area admeasuring (super area)	500 sq. ft. (page no. 65 of complaint)
9.	Date of agreement for sale	30.05.2019 (page no. 61 of complaint)
10.	Possession clause	<p>10.1 Schedule for possession of the said commercial unit</p> <p><i>The Seller agrees and understands that timely delivery of possession of the commercial Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, provided under Rule 2(1)(f) of the Rules, is the essence of the Agreement. The Seller assures to handover possession of the Commercial Unit by November 2019 unless there is delay or failure due to 'force majeure', court orders, government policy/guidelines, decisions affecting the regular development of the real estate project.</i></p> <p><i>(Emphasis Supplied)</i></p>
11.	Due date of possession	30.11.2019 (As per possession clause 10.1 of the agreement dated 30.05.2019)
12.	Total sale consideration	Rs. 46,87,603/- [as per SOA on page no. 104 of complaint]
13.	Amount paid by the complainant	Rs.46,87,603/-

			[as per SOA on page no. 104 of complaint]
14.	Occupation certificate received on		04.08.2020 (page 4 of reply)
15.	Offer of possession		13.04.2021 (page no. 51 of reply)

B. Facts of the complaint

8. The complainants have made the following submissions: -
- I. That the complainants were allotted a commercial unit bearing no. FF/075, having super area of 500 sq. ft., First Floor in the project of the respondent named 'New Town Square' at Sector 95A, Gurugram vide agreement to sell dated 30.05.2019 for a total sale consideration of Rs.40,05,000/- under construction linked plan.
 - II. That as per clause 10.1 of the agreement to sell, the respondent had to deliver the possession of the unit till November 2019. As per the demands raised by the respondent, based on the payment plan, the complainants have paid a total sum of Rs.42,53,760/- towards the said unit.
 - III. That on 08.08.2020, the respondent issued an undertaking cum indemnity bond containing some terms and condition like car parking, maintenance agreement. Soon after the undertaking, the complainants paid all the consideration amount i.e., Rs.23,06,043/- on 10.08.2020 to the respondent.
 - IV. That the complainant after waiting for more than 12 months wrote an email to the supervisor of the respondent company on 17.04.2021 and

19.08.2021 stating that all the dues are cleared by the complainants and are ready for taking the possession.

- V. That the respondent tried to increase the total sale consideration by adding many unfair clauses such as difference of development charges, power back up charges, augmentation charges for power, cess charges. The total sale consideration turns out to be Rs.46,87,603/- (Rs. 42,53,760 excluding GST). The complainants had no other option left and had to pay the amount i.e., Rs.46,87,603/- to the respondent.
- VI. That the complainants on 01.03.2022 executed a maintenance agreement and on 01.03.2022 the respondent sent an email to the complainants asking them to pay Rs.15,000/- towards miscellaneous charges and to pay CAM charges for the month of JAN 2022 by cheque. The complainants on 10.03.2022 paid the charges mentioned above. The charges are totally unfair and arbitrary.
- VII. That on 08.03.2022 the complainants signed indemnity deed cum undertaking for conveyance deed. That according to clause 10 of the deed, the complainants shall not raise any claim or dispute whatsoever monetary or otherwise, against the various charges already deposited with the developer before or at the time of taking over of the physical vacant possession of the unit. After so many years the deed was signed which contained many arbitrary and unfair and one-sided clause just to harass the complainants and to keep the hard-earned money.
- VIII. That the complainants are yet to receive the possession of the unit even after paying the stamp duty (paid on 10.01.2022), registration charges (paid on 10.01.2022) and service fee for registration (paid on 08.03.2022), as demanded by the respondent, the conveyance deed is

not being executed by respondent making indemnity bond cum undertaking as a pre-condition.

- IX. That on 21.03.2022, the complainants visited the site, but it was found that the unit is not ready for handing over the possession. The respondent has completely failed to honour its promises and has not provided the services as promised and agreed between the parties.
- X. That the complainants are entitled to get delay possession charges with interest at the prescribed rate from date of application/ payment to till the realization of money under section 18 & 19(4) of Act. The complainants after losing all the hope from the respondent company are constrained to approach this Authority for redressal of their grievance.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
- i. Direct the respondent to handover the possession of the unit and to pay delay possession charges at prescribed rate from the due date of possession till actual handing over of possession.
 - ii. Direct the respondent to get the conveyance deed executed in favour of the complainants.
 - iii. Direct the respondent not to charge any maintenance before handing over of possession.
 - iv. Direct the respondent not to charge any holding charges from the complainants.
10. 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.

11. The respondent has contested the complaint on the following grounds.
- i. That the respondent had completed the construction of the said project in all aspect in June 2019 and thereafter, the company had applied for the occupancy certificate for the said project on 27.09.2019 with the DTCP, Haryana which was conditionally approved on 27.05.2020. It is submitted that the final occupancy certificate for the said project was received on 04.08.2020. The respondent has further submitted that the occupation certificate was also delayed due to national lockdown announced by the Government of India due to Covid-19 pandemic. It is submitted that this delay of the competent authorities in the granting of OC cannot be attributed in considering the delay in delivering the possession of the allotted unit, since on the day the answering respondent applied for OC, the unit was complete in all respects.
 - ii. That in 2018, the complainants applied for booking a commercial unit in the said project which was subsequently approved by the respondent and shop/unit no. FF/075 admeasuring 500 sq. feet on the First Floor was allotted to the complainants.
 - iii. That after mutually constant made by both the parties, an agreement to sell dated 30.05.2019 was executed between the parties with respect to the impugned shop which was part of a similarly placed cluster of shops at the first floor. It is pertinent to mention that the buyer's agreement duly covers all the liabilities and rights of both the parties. It is submitted that the cost of the commercial unit as per the buyer's agreement was Rs.40,05,000/- plus taxes and other charges.

- iv. That the present complaint is not maintainable since possession had to be handed over to the complainants in terms of clauses 10.1 and 10.2 of the builder buyer agreement dated 30.05.2019 which clearly provides that the seller assures to hand over possession of the commercial unit by November 2019 unless there is delay or failure due to 'force majeure', court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. Further, it is submitted that the force majeure conditions are beyond the control of the respondent. However, the respondent has already obtained the occupation certificate for the said project on 04.08.2020 and has also offered the possession of the allotted unit on 13.04.2021 and thereafter affidavit cum undertaking for possession was submitted by the complainants.
- v. That the present complainants which have filed this complaint has no locus standi as the complainants have transferred all their rights and duties to the Shri Tejveer Verma S/o Sh. Late Hira Lal Verma vide special power of attorney dated 01.04.2022 and the same document was signed by the present complainants. Therefore, the present complainants have no legal right to file the present complaint.
- vi. That the respondent-promoter has sent many reminders through email as well as through post requesting the complainants to execute the conveyance deed cum sale deed and take over the physical possession of the allotted unit after clearing the outstanding dues as per agreement to sell. Further, the respondent has also sent final reminder on 17.06.2022, for execution and registration of conveyance deed for unit within a period of 30 days from the issuance of this letter, failing which the developer shall left with no

alternative other than to cancel the said allotment, and to refund the monies as paid by them towards the sale consideration, after deducting the earnest money, statutory dues, arrears of maintenance and holding charges and further charges paid towards brokerage etc. in terms of the agreement to sell.

- vii. That as per section 19(6) (7) (10) the Act of 2016, the complainants-allottees are duty bound to take physical possession of the allotted unit within a period of 2 months after obtaining the occupation certificate. The OC of the allotted unit was obtained on 04.08.2020, till date the present allottees have failed to take over the physical possession and clearing the outstanding dues.
- viii. That the respondent has sent a mail dated 22.08.2022, for the good faith and welfare of the complainants to take the physical possession, but the complainants have failed to do the same.
- ix. That the complainants are investor and have accordingly invested in the project of the respondent company for the sole reason of investing and earning profits and speculative gains. The complainants are not home buyers and cannot be permitted to take shelter under the same by approaching the Authority by way of the present complaint.
- x. That the provisions of the RERA Act are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of the provisions of the RERA Act.
- xi. That no cause of action has occurred in favour of the complainants to file the present complaint as the respondent has already offered the possession to the complainants. However, the complainants had

deliberately not performed their obligation of making timely outstanding payments to the respondent.

12. The respondent has filed an application for dismissal of the complaint on the grounds that the complainants have executed a special power of attorney dated 01.04.2022 in the name of Mr. Tejveer Verma and therefore the complainants cannot file the present complaint. However, the Authority is of view that nothing bars the SPA donor to pursue his rights in the court. Therefore, the application of the respondent for dismissal of the complaint is hereby declined.
13. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

The 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

14. 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

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

16. 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 relief sought by the complainants.

F.1 Direct the respondent to handover the possession of the unit and to pay delay possession charges.

17. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

as may be prescribed.”

(Emphasis supplied)

18. Clause 10.1 of the agreement for sale dated 30.05.2019 provides for handing over of possession and is reproduced below:

“10.1 Schedule for possession of the said commercial unit

*The Seller agrees and understands that timely delivery of possession of the commercial Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, provided under Rule 2(1)(f) of the Rules, is the essence of the Agreement. The Seller assures to handover possession of the Commercial Unit by **November 2019** unless there is delay or failure due to ‘force majeure’, court orders, government policy/guidelines, decisions affecting the regular development of the real estate project.”*

19. **Due date of handing over possession:** The promoter has proposed to hand over the possession of the commercial unit by November 2019. Therefore, the due date of possession comes out to be 30.11.2019.

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

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

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

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

21. 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.

22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 29.10.2024 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
23. The definition of term 'interest' as defined under section 2(z a) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

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

24. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% by the respondent /promoter which is the same as is being granted to the complainants in case of delayed possession charges.
25. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 10.1 of the agreement for sale executed between the parties on

30.05.2019, the possession of the subject unit was to be delivered by 30.11.2019. The occupation certificate was granted by the concerned authority on 04.08.2020 and thereafter, the possession of the subject unit was offered to the complainants vide letter dated 13.04.2021. 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 unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 30.05.2019 to hand over the possession within the stipulated period.

26. 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 04.08.2020. The respondent offered the possession of the unit in question to the complainants only on 13.04.2021, 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 complainants should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange requisite documents including but not limited to inspection of the completely finished unit, but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till the expiry

of 2 months from the date of offer of possession (13.04.2021) which comes out to be 13.06.2021.

27. 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 delay possession charges at rate of the prescribed interest @11.10% p.a. w.e.f. 30.11.2019 till the expiry of 2 months from the date of offer of possession (13.04.2021) which comes out to be 13.06.2021 as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

F. II Direct the respondent to get the conveyance deed executed in favour of the complainants.

28. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas, as per section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question.
29. Since the possession of the subject unit has already been offered after obtaining occupation certificate on 13.04.2021. The respondent is directed to get the conveyance deed executed within a period of 30 days from the date of this order.
30. The complainants in complaint bearing no. CR/6063/2022 are seeking relief w.r.t handing over of possession and original conveyance deed of the allotted unit to them. The possession of the subject unit has already been offered to the complainants vide letter dated 13.04.2021, after obtaining completion certificate on 04.08.2020. Therefore, the respondent/builder is directed to handover possession of the allotted unit along with original conveyance deed within 30 days to the

complainants in terms of the agreement for sale dated 30.05.2019 read with section 19(5) of the Act of 2016.

F. III Direct the respondent not to charge any maintenance before handing over of possession.

31. **Maintenance charges:** - This issue has already been dealt by the authority in complaint titled as *Varun Gupta Vs. Emaar MGF Land Limited (supra)*, wherein, it is held that the respondent is right in demanding advance maintenance charges at the rates prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottees even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

F. IV Direct the respondent not to charge any holding charge from the complainants.

32. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.


G. Directions of the authority

33. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

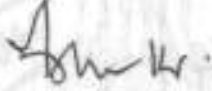
- i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 30.11.2019 (vide proceeding dated 29.10.2024, the due date of

- possession is inadvertently mentioned as 13.04.2021) till the expiry of 2 months from the date of offer of possession (13.04.2021) i.e., upto 13.06.2021.
- ii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iii. 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 allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - iv. The respondent is directed to handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the allotted unit executed in their favour in terms of section 17(1) of the Act of 2016.
 - v. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.
 - vi. The respondent shall not demand the advance maintenance charges for more than one year from the allottees even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

- vii. The respondent shall not charge anything from the complainants which is not part of the agreement for sale dated 30.05.2019.
34. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
35. Complaint stands disposed off.
36. File be consigned to registry.


Ashok Sangwan
Member


Vijay Kumar Goyal
Member


Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.10.2024