

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

Complaint no. : 440 of 2022  
Date of filing of : 02.02.2022  
complaint:  
Date of decision : 13.05.2025

**Nalin Sood**

**Monika Sood**

Both R/o: 1801, Tower-17, South Close,  
Nirvana Country, Gurugram-122018.

**Complainants**

**Versus**

**M/s Manglam Multiplex Pvt. Ltd.**

Office: Cabin-1, LGF, F-22,  
Sushant Shopping Arcade  
Sushant Lok Phase-1  
Gurugram - 122002, Haryana.

**M/s M3M India Pvt. Ltd.**

Unit no. SB/C/5L/Office/008, M3M Urbana,  
Sector-67, Gurugram - 122102,  
Haryana.

**Respondents**

**CORAM:**

Shri Arun Kumar

Shri Vijay Kumar Goyal

Shri Ashok Sangwan

**Chairman**

**Member**

**Member**

**APPEARANCE:**

Sh. Riju Mani

Ms. Shriya Takkar

**Counsels for Complainants**

**Counsel for 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 there under or to the allottees as per the agreement for sale executed *inter se*.

#### A. Unit and project related details

- 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:

S. N.	Particulars	Details
1.	Name and location of the project	"M3M 65 <sup>th</sup> Avenue", a part of mixed land development project, Sector 65, Gurugram
2.	Nature of the project	Commercial
3.	Project area	14.4125 acres
4.	DTCP license no.	15 of 2017 dated 02.05.2017 valid up to 01.05.2022
5.	Name of licensee	Manglam Multiplex Pvt. Ltd.
6.	RERA Registered/ not registered	01 of 2017 dated 14.06.2017 valid up to 01.05.2024
7.	Allotment Letter	10.02.2018 (Annexure C-4 at page 47 of the complaint)
8.	Unit no.	R1 LG 24, Lower Ground Floor, Block 1 (Page 56 of the complaint)



9.	Unit area admeasuring (super area)	575.91 sq. ft. (Page 56 of the complaint)
10.	Date of builder buyer agreement	20.08.2019 (Page 58 of the complaint)
11.	Possession clause	<p>In clause 7.1 of the agreement, the builder agrees that the possession of the unit will be delivered before commitment period.</p> <p><b>(m) "Commitment Period"</b> shall mean <b>June, 2022</b> notified by the promoter to the Authority, at the time of registration of the project under the Act, for completion of the Project, or as may be further revised/ approved by the authorities.</p>
12.	Due date of possession	<p>June 2022</p> <p>(The HARERA registration certificate was issued on 14.06.2017 and no further changes were made in date of completion after execution of agreement inter se the parties).</p>
13.	Total sale consideration	<p>Rs. 1,66,54,695/-</p> <p>(As per BBA on page 102 of complaint)</p>
14.	Amount paid by the complainant	Rs. 1,67,83,455/-
15.	Occupation certificate	30.09.2021 (Page 133 of reply)
16.	Offer of possession	25.10.2021 (Annexure R/7 at page 136 of reply)

17.	Pre-cancellation letters	27.11.2021, 01.12.2021, 08.02.2022, 27.05.2022
18.	Cancellation Letter	03.06.2022 (Page 149 of reply)

### B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. The complainants were looking for a commercial unit in the Gurugram NCR region and they stumble upon the respondent's project. Trusting the promotions of the respondent no. 2 and representations and assurances of their representatives, the complainants booked a commercial unit on 17.04.2017 in the project and paid the necessary booking amount of Rs. 5,00,000/- on 17.04.2017 via cheque bearing no. 000066 drawn on Kotak Bank in favour of respondent no. 2, M3M India Ltd. Thereafter, certain other payments were also made in the name of respondent no. 2. The complainants opted for 30%-30%-40%.
- II. That after booking of the unit, the complainants came to know that the name of the project has been changed from CITY HUB to its current name i.e. M3M 65<sup>th</sup> Avenue. The change of name was not communicated to the complainants. M3M 65<sup>th</sup> Avenue was the name of the entire project and not of a single component of the mixed used project. Upon inquiry by the complainants about the change of name, the complainants were informed that the name CITY HUB was opposed and therefore, they were constrained to change the name to its current name to avoid any unnecessary litigation.





- III. The project was launched on 14.04.2017 and the booking of the complainants were accepted by the respondent no. 2 on 17.04.2017. However, the Director, Town and Country Planning, Haryana at Chandigarh (hereinafter referred to as "DTCP") granted license no. 15 dated 02.05.2017 under the Haryana Development & Regulation of Urban Area Act, 1975 and Haryana Development & Regulation of Urban Areas Rules, 1976 for setting up the mixed land use colony. The Building plans were approved by DTCP vide memo no. ZP-1147/SD(BS)2017/11857 dated 01.06.2017. It is submitted that license by the DTCP and approvals of building plans by DTCP were granted in the name of the Manglam Multiplex Pvt. Ltd. i.e. respondent no. 1 instead of respondent no. 2 who originally launched the project and collected payments.
- IV. That upon receipt of license and building plan approvals from DTCP, the respondents registered the project with its current name under the provisions of Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate Regulatory Authority, Panchkula granted the registration certificate bearing no. 1 of 2017 dated 14.06.2017. Subsequent to the registration of the project under RERA, the respondents demanded a further payment of Rs. 1 lakh. However, this time the allottees/buyers were asked to make the payment in the name of Manglam Multiplex Pvt. Ltd. MMPL i.e. respondent no. 1 instead M3M India i.e. respondent no. 1.

- V. That even though the bookings were invited and accepted in April 2017, no allotment of any unit was done to the complainants and no allotment letter was issued. Only after receipt of the building plan approval from DTCP on 01.06.2017 and registration of project under RERA on 14.06.2017, the respondents issued a provisional allotment letter dated 23.06.2017 to the complainants.
- VI. That after almost 8 months, the respondents issued a revised provisional allotment letter dated 10.02.2018 to the complainants and informed that the revised provisional allotment letter is being issued in lieu of and/or in substitution of earlier provisional allotment letter dated 23.06.2017 and that their allotment stands substituted/ varied/ revised/ altered in terms of the revised allotment letter and also informed that payment needs to be made as per Schedule of Payments as communicated earlier to the complainants. It is submitted that with the revised allotment letter, the size of the unit earlier allotted to the complainants was increased and accordingly the total consideration was also increased.
- VII. That upon perusal of the revised allotment letter dated 10.02.2018, the complainants noticed that the respondents have fraudulently bifurcated the project into commercial/retail and residential segments. It was mentioned in the revised allotment letter that M3M 65<sup>th</sup> Avenue is the commercial and retail segment of the mixed land use development.
- VIII. Also, from the revised allotment letter, the complainants found that there have been change in layout or building plan of the project as the carpet area of the unit was decreased from 290.35 sq. ft. to 276.66 sq. ft. With

the revised allotment letter, the ratio of carpet area to super area was decreased by around 2.5%.

- IX. After receiving the revised provisional allotment letter, the complainants made some inquiry about the project in the RERA office and inspected the file related to the project. Upon inspection, the complainants found that the building plans for the project have been changed and the DTCP have approved the revised building plans vide memo no. ZP-1147/SD(BS)/2018/5252 dated 08.02.2018. From the perusal of the approval by DTCP dated 08.02.2018, the complainants found that the respondents have obtained the approval on revised building plan by misrepresentation, false submission and concealing facts. The revised approval stated that the building plans were approved provisionally vide this office memo no. 31514 dated 08.12.2017 for the purpose of inviting objections/suggestion. STP, Gurugram vide memo no. 670 dated 23.01.2018 has informed that no objection has been received from any allottee in respect of the amendments made in the building plans. Hence, permission for construction of subject cited plans approved provisionally vide above memo is hereby granted. It is submitted that the complainants were not informed about the change in the building plans and no approval or consent was obtained from the complainants with regard to change in the building plans. Also, no records of changes building plans were found in the project file with the RERA office. It is also pertinent to mention that despite no communication with regard to change in building plan, no choices were offered to the complainants, it

was a take it or leave it offer after duly forfeiture of the entire paid amount.

- X. It is pertinent to mention that though the unit was booked in April 2017, no builder buyer agreement/agreement for sale was executed with the complainants for the allotted unit. That after 2 years 4 months from date of allotment and that too after various follows-ups, a Builder Buyer Agreement was executed between the complainants and the respondents on 20.08.2019. The payment plan as agreed in the provisional allotment letter dated 23.06.2017 was confirmed in the builder buyer agreement.
- XI. That upon receipt of the demand letter from the respondents, the complainants visited the project site and found that the retail structure is far from completion and the complainants took certain photographs of the site as proof of non-completion of retail structure. Looking at the status at the site, it seemed that the demand note was sent with sole intentions of extracting money from the complainants. Accordingly, on 23.09.2020, the complainants sent an email to the respondents and attached the current photographs of the project site and in view of the same requested them to revoke the demand letter being pre-mature and illegal. That the respondents failed to respond to the email dated 23.09.2020 and subsequent reminders.
- XII. That on 16.10.2020, the complainants again sent an email to the respondents and sought clarification with regard to Completion of Retail structure and how they have defined the term and how they are claiming



that the retail structure has been completed when various infrastructure/ development work with regard to retail structure were still incomplete. However, the respondents failed to provide any clarification and stated in their email dated 19.10.2020 that the demand raised is as per the milestone of the payment plan but failed to clarify the objections raised by the complainants.

XIII. That ignoring all the objections raised by the complainants with regard to the demand note dated 15.09.2020 and without providing any clarification to the photographs shared by the complainants which clearly proved that retail structure is incomplete, the respondents sent a Pre-cancellation notice dated 04.11.2020 to the complainants and threatened that if the payment is not made within 15 days then their allotment will be cancelled.

XIV. That upon receiving the pre-cancellation notice, the complainants contacted the respondents and requested them to cancel the pre-cancellation notice and continued to seek clarification on the objections raised by them. That vide email dated 27.11.2020, the respondents informed that the reference to the term 'Retail structure' in the payment plan is with relation to the completion of construction of the structure for the 'Retail block' in which the Unit has been allotted and that the construction milestone has been achieved in the 'Retail block' where their unit is located. The email dated 27.11.2020 by the respondents was duly replied by the complainants on 27.11.2020 itself and raised various objections.

- XV. That the complainants did not proceed with the payment as they were still waiting for clear answers to questions raised by them regarding completion of retail structure however undertook to make the payment on clear answers or when the retail structure is actually complete. Instead of giving clarifications to the objections raised by the complainants, the respondents issued a cancellation notice dated 18.12.2020 whereby the allotment of the complainants was cancelled. It is also pertinent to mention that when they failed to provide any good and cogent reason for making such unjustified demand towards completion of retail structure when it was not actually complete, they shared a letter dated 22.12.2020 from their construction partner which mentioned that RCC structure complete, while still evading question about "completion of retail structure".
- XVI. That the respondent sent an offer of possession dated 25.10.2021 to the complainants for the unit and demanded a sum of Rs. 89,94,842/- including stamp duty charges for taking over possession of the unit. The complainants were asked to pay the final demand by 24.11.2021 to take over possession. It was also informed that the final carpet area of the unit is 280.94 sq. ft. and final super area is 584.82 sq. ft. In the notice of offer of possession, the respondent mentioned that the construction/development of commercial project "M3M 65<sup>th</sup> Avenue" has been completed and the company has obtained Occupancy Certificate (OC) for the same. However, no details about the OC were given. The respondent failed to mention the date and document number of the OC in the letter

or failed to provide a copy of the OC to the complainants. Further, the respondent failed to adjust the unpaid dues of the complainants however levied charges which were unreasonable, unjustified and unexplained.

- XVII. It is submitted that the complainants had contacted the respondent upon receipt of the offer of possession and requested them to revise the final demand after adjusting the pending assured returns and removing the illegal and unreasonable and unexplained charges. The complainants also undertook to make the final payment once the account has been settle and pending issues have been taken care off. However, the respondent failed to adjust the assured return as promised and revise the final demand.
- XVIII. That instead of adjusting the amount already paid and reconciling the account of the complainants and revising the final demand letter; the respondents sent a Pre-cancellation letter dated 01.12.2021 and threatened to cancel the allotment if the final payment along with interest and holding charges are not made within 15 days from the date of the letter. It is submitted that the respondents have not sent any letters after offer of possession dated 25.10.2021 and directly sent a pre-cancellation letter on 01.12.2021. Upon receipt of the letter, the complainants contacted the respondents and asked them to cancel the pre-cancellation letter.
- XIX. That instead of cancelling the pre-cancellation letter dated 25.11.2021, the respondent sent a cancellation letter dated 10.12.2021 and informed that the provisional allotment of the unit allotted to the complainants

was cancelled in view of non-payment of instalments and/or non-compliance of other obligations and the entire amount paid by the complainants was forfeited.

- XX. That the respondents, in order to hide their failure in fulfilling their obligations and responsibilities, sent a pre-cancellation notice to the complainants. That the pre-cancellation notice sent by the respondents is illegal and invalid. The complainants is apprehensive that the respondents with malafide intention shall issue cancellation notice and cancel the allotment of the complainants and forfeit all the money paid so far and put the unit up for sale in the market to make more money from new buyer. In view of the same, the complainants prays before this Hon'ble Authority that the pre-cancellation letter dated 01.12.2021 be cancelled and the respondents be directed not to send any cancellation notice cancelling the allotment of the complainants.
- XXI. That the respondents have mortgaged the project land and its receivables including inventory with Piramal Enterprise Limited without any information to the complainants. The respondents never informed the complainants about this development. Now the respondents have informed since the project is mortgaged with Piramal Enterprise Limited, any refund or waiver or any related decision can only be taken by Piramal Enterprise Limited and these things are no longer in control of the respondents. It is also submitted that the project was initially started by M3M under its name violating various existing laws in force including various provisions of RERA. Later, in order to escape any penal



action for such violation and after luring buyers of its brand name and expertise in the field and receiving booking from buyers, transferred the project ownership to Manglam Multiplex Private Limited. However, it is very important to state that to date the project is being promoted in the website of M3M and all the emails related to the project are being answered/replied by M3M instead of Manglam Multiplex. This transfer of responsibility is to cheat people and avoid liabilities.

XXII. That the complainants wishes to bring to the attention of the Authority that the respondents claim that the retail/commercial segment is complete and is fit for Occupancy and OC has been received from Competent Authority. However, the residential segment which is being constructed above the retail/commercial segment is not yet complete and shall be completed by 2024. Currently the construction of the residential segment just above the retail/commercial is being carried out which make the entire premises unfit for habitation and occupation and risky on account of high rise construction.

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

4. The complainant has sought following relief(s).
  - I. Direct the respondents to cancel the pre-cancellation letter dated 01.12.2021; and direct the respondents not to send the cancellation letter.
  - II. Direct the respondents to deliver peaceful legal physical possession of the unit complete in all aspects as per the agreement and to the satisfaction of the complainant and after furnishing copy of the OC obtained from the competent authority.
  - III. Direct the respondents to not to include any charges which are not part of the buyers agreement in the final demand letter.

- IV. Direct the respondents to cancel all the charges included in the final demand letter which are illegal and unreasonable and unjustified and issued revised demand letter.
  - V. Hold that the respondents followed unfair trade practices and accordingly compensate the complainants.
  - VI. Penalize the respondents gross negligence and deliberate and wilful violation of provisions of the Real Estate (Regulation & Development) Act, 2016 and promoting project without registration.
  - VII. Initiate inquiry how the offer of possession was sent claiming the unit to be complete when the construction activities just above the retail segment is still being carried out and will be carried out till 2024.
  - VIII. Penalize the respondents for violation of RERA provisions and for not maintaining the accounts of the buyers and the projects properly and for tax (TDS) related fraud.
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 has contested the complaint on the following grounds.
- i. That the complainants were allotted commercial Unit bearing No. R1 LG 24 in 'M3M 65<sup>th</sup> Avenue', a Commercial Component of the Mixed Land Use Development project of the respondent, vide allotment letter dated 23.06.2017. It is submitted that the complainants being the allottees, on their own free will and after due understanding of the legal import and effect had opted for the specific payment plan. It is submitted that the complainants were intimated about the change in building plan as earlier approved building plan bearing DTCP memo no. ZP-1147/SD(BS)/2017/11857 dated 01.06.2017 had been revised to ZP-1147/SD(BS)/2017/31514 dated 08.12.2017 with reference

to Unit no. R5 LG 14 and were also requested to submit their objections if any. However, the complainants did not raise any objections with respect to the same. Thereafter, a revised allotment letter was issued by the respondent for the commercial unit No. R1 LG 24 in "M3M 65<sup>th</sup> Avenue" in lieu of and/or in substitution of the earlier provisional allotment letter for commercial unit no. R1 LG 24. It was further informed to the complainants that the allotment of their commercial unit in "M3M 65<sup>th</sup> Avenue" stands substituted / varied / revised / altered and henceforth the allotment of the complainants would be referred to as commercial unit no. R1 LG 24 on the same terms and conditions as per the schedule of payments to be made as earlier.

- ii. It is submitted that in furtherance of the allotment, the respondent company had sent the agreement for sale to the complainant for due execution at his end and the agreement for sale was executed between the parties on 20.08.2019 is marked and annexed. It is pertinent to mention that the buyer's agreement duly covers all the liabilities and rights of both the parties. The relevant clauses of the Buyers agreement are reproduced herein below for ready reference:

*"Commitment Period shall mean June, 2022 notified by the promoter of the authority, at the time of registration of the project under the Act, for completion of the Project, or as may be further revised/approved by the authorities."*

- iii. That the complainants are chronic defaulters as they failed to make payment to the demands raised by the respondent on various occasions, therefore the company was constrained to issue various

reminders, pre-cancellation notices and last and final opportunity letters dated 03.12.2018, 21.12.2018, 29.06.2019, 28.10.2020, 04.11.2020. It is submitted that all the demands were raised as per the payment plan opted by the complainants. It is submitted that the complainants were very well aware that time was of essence in making payments. That despite issuance of the various reminders and pre-cancellation notices, the complainant defaulted in making timely payments therefore the respondent was constrained to issue a cancellation letter 18.12.2020, cancelling the allotment of the unit.

- iv. That the complainant requested the respondent company to revive the allotment of the unit and made further payments in respect of the unit in question. The respondent acceding to the request of the complainant as a goodwill gesture revived the allotment of the unit.
- v. That despite the non-fulfilment of the obligation of making timely payment, the respondent fulfilled its promise and had constructed the said unit of the complainants, by investing its own funds. It is pertinent to mention that the respondent has completed the construction way before the agreed timeline and applied for the OC on 30.04.2021. That the respondent no. 1 was granted the OC from the competent authorities on 30.09.2021 after due verification and inspection.
- vi. It is submitted that the Unit was ready, and the Respondent No. 1 herein vide letter dated 25.10.2021, offered possession to the complainants herein and requested the complainants to remit





outstanding amount towards the remaining basic sale price, service tax, cess, stamp duty charges etc.

- vii. That the complainants in violation of their agreed obligations failed to remit any amount towards the dues communicated vide the offer of possession, therefore the respondent was constrained to issue a pre-cancellation notice dated 25.11.2021.
- viii. That the complainants in violation of their agreed obligations failed to remit any amount towards the dues communicated vide the offer of possession, therefore the respondent was constrained to issue a pre-cancellation notice dated 27.11.2021, 01.12.2021 and 08.02.2022.
- ix. That the complainants again failed to remit the remaining outstanding dues and therefore the respondent again issued a pre cancellation letter dated 27.05.2022 to the complainant.
- x. That despite the pre- cancellation letter the complainants herein failed to come forward to clear dues, constrained by which the respondent having being left with no other option issued a cancellation notice dated 03.06.2022 in accordance with the terms and conditions of the buyers agreement.
- xi. That that the complainants have till date made a payment of Rs. 1,07,83,455/- as raised by the respondent in accordance with the payment plan and the terms of the buyer's agreement. That the default of the complainants in making timely payments and complying with other obligations is duly covered under the buyer's agreement. It is submitted that the respondent is incurring various losses/damages on

account of the breach of the terms of the allotment and application by the complainants, which the complainants are liable to pay as per the terms of the agreement.

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 these undisputed documents and submission made by the parties.

#### **E. Jurisdiction of the authority**

9. The authority has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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 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.*

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 complainant at a later stage.

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

- I. Direct the respondents to cancel the pre-cancellation letter dated 01.12.2021; and direct the respondents not to send the cancellation letter.
- II. Direct the respondents to deliver peaceful legal physical possession of the unit complete in all aspects as per the agreement and to the satisfaction of the complainant and after furnishing copy of the OC obtained from the competent authority.

13. The above mentioned reliefs no. F.I and F.II as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
14. The complainants were allotted unit no R5 LG 24 in the project "M3M 65th Avenue" by the respondent builder for a total consideration of Rs. 1,68,26,128/- against which the complainants paid an amount of Rs. 1,67,83,455/-. Buyer agreement between the parties was executed on

20.08.2019 and the unit of the complainants have been cancelled by the respondent on the grounds of non-payment.

15. The respondent-promoter stated in its written statement dated 28.04.2025 that the complainant during the pendency of the complaint made certain payments towards the unit in question, therefore the cancellation notice dated 03.06.2022 was kept in abeyance. The respondent is ready and willing to handover possession of the unit to the complainants.
16. After consideration of all the facts and circumstances, the Authority is of view that the cancellation is set aside as respondent is willing to handover possession of the subject unit to the complainants and the respondent is directed to handover the physical possession of the unit to the complainant within a period of one month and the complainant shall take physical possession of the unit within further one month after clearing all the outstanding dues to the respondent.  
**III. Direct the Respondents to not to include any charges which are not part of the Buyers Agreement in the final demand letter.**  
**IV. Direct the Respondents to cancel all the charges included in the final demand letter which are illegal and unreasonable and unjustified and issued revised demand letter.**
17. The above-mentioned reliefs no. F.III, and F.IV as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
18. After considering all the facts and circumstances, the authority is of view that the respondent builder is directed not to charge anything which is not part of buyer agreement.



- V. **Hold that the respondent followed unfair trade practices and accordingly compensate the complainants.**
- VI. **Penalize the respondent's gross negligence and deliberate and wilful violation of provisions of the Real Estate (Regulation & Development) Act, 2016 and promoting project without registration.**
- VII. **Initiate inquiry how the offer of possession was sent claiming the unit to be complete when the construction activities just above the retail segment is still being carried out and will be carried out till 2024.**
- VIII. **Penalize the respondents for violation of RERA provisions and for not maintaining the accounts of the buyers and the projects properly and for tax (TDS) related fraud.**
19. The above-mentioned reliefs no. F.V, F.VI, F.VII and F.VIII as sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other reliefs and these reliefs are interconnected.
20. It is important to note that the above said relief was not pressed by the complainant's counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The authority is of the view that the complainants counsel does not intend to peruse the relief sought by the complainants. Hence, the authority has not returned any findings with regard to the above-mentioned reliefs.

**G. Directions of the authority**

21. 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 handover the physical possession of the unit to the complainant within a period of one month and the



complainant shall take physical possession of the unit within further one month after clearing all the outstanding dues to the respondent.

- ii. The respondent-promoters are directed not to charge anything which is not part of buyer agreement.
  - iii. The respondents are directed to supply a copy of the updated statement of account within a period of 30 days to the complainant and complainants are directed to pay outstanding dues if any, within a period of 60 days from the date of receipt of updated statement of account.
  - iv. The respondent is not entitled to claim holding charges from the complainant(s)/allottee(s) 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 decided on 14.12.2020.
22. Complaint stands disposed of.
23. File be consigned to registry.

  
(Ashok Sangwan)  
Member

  
(Vijay Kumar Goyal)  
Member

  
(Arun Kumar)  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.05.2025