

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

Complaint no.: 476 of 2024
Date of complaint: 20.02.2024
Date of Order: 22.05.2025

Biplabjit Ghosh
R/o: - B702 Vinayak Apartments Plot no.
36 Sector 10

Complainant

Versus

1. Y B Builders Private Limited
Regd. Office: S. No.48, Basement, Vasant Lok,
Vasant Vihar, Opposite Mc Donald,
New Delhi, South West Delhi.
2. Nimai Developers Private Limited
Regd. Office: 48, Vasant Lok Vasant Vihar
Delhi DI 110070

Respondents

CORAM:
Shri Vijay Kumar Goyal

Member

APPEARANCE:
Sh. Hemant Phogat
Sh. Sushil Yadav

**Complainant
Respondents**

HARERA
GURUGRAM

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

provision of the Act or the rules and regulations made there under 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:

S. No.	Particulars	Details
1.	Name of the project	Nimai Palace, Sector 114, Gurugram
2.	Nature of project	Commercial
3.	RERA registered/not registered	Registered 7 of 2018 July 2018 upto September 2019 (*vide proceedings dated 22.05.2025 inadvertently recorded as not registered)
4.	DTPC License no.	126 of 2012 dated 20.12.2012
5.	Unit no.	406, 4 th floor (page 18 of complaint)
6.	Unit admeasuring	375 + 48 sq. ft. approx. (page 18 of complaint)
7.	Building plan approval	18.06.2013 (taken from CR/113/2024 disposed on 15.05.2025)
8.	Date of execution of buyer's agreement	09.02.2015 (page 17 of complaint)
9.	Possession clause	26. <i>The Developer shall offer possession of the unit any time within a period of 36 months from the date of, sanction of building plans or date of execution of buyer's agreement whichever is later, subject to force-majeure circumstances such as act of God, fire earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities material or supplies, failure of transportation, strike, lock outs, action of labour union, any dispute with any contractor / construction agency appointed by the Developer, change of law, or any notice, order, rule or notification issued by any Courts/Tribunals and/or Authorities, delay in the grant of part / full completion (occupancy) certificate by the Government and/or any other public or competent authority or intervention of Statutory Authorities, or any other reason(s) beyond the control of the Developer. The Allottee(s) shall not be entitled to any</i>

		<i>compensation on the grounds of delay in offering possession due to reasons beyond the control of the Developer.</i> (page 24 of complaint)
10.	Due date of possession	09.02.2018 (calculated from the date of execution of buyer's agreement being later)
11.	Total sale consideration	Rs.26,86,777/- (page 18 of complaint)
12.	Total amount paid by the complainant	Rs.29,21,582/- (as per SOA page 32 of complaint and page 30 of reply)
13.	Occupation certificate	10.02.2023 (submitted by respondent during proceedings dated 06.03.2025)
14.	Offer of possession	01.04.2023 (submitted by both the parties during proceedings dated 22.05.2025)

B. Facts of the complaint

3. The complainant has made the following submissions: -

- That the respondent namely "Nimai Place" situated at Sector-114, Gurugram, Haryana is being developed for which, the respondent no. 1 has obtained license for development of the aforesaid commercial project from DTP having license no. 126 of 2012 dated 20.12.2012.
- That, after going through advertisement published by respondent no. 2 in the newspapers and as per the brochure /prospectus provided by respondent no. 2, the complainant has applied for the allotment of an Office Space bearing No. 406, 4th floor, admeasuring 423 sq. ft. super area, in the upcoming project named, "Nimai Palace" at Sector-114 of Manesar, Gurugram, for a total basic sale price of Rs.20,63,302/- including EDC, IDC, PLC and car parking.
- That the complainant made the booking amount and further executed the builder buyer agreement with the respondent no. 2 and as per the clause 26 dated 09.02.2015, the respondent no. 2 was under legal contractual



obligation to offer possession of unit/ office space within a period of 36 months from the date of sanction of building plans or the date of buyer's agreement whichever is later.

- iv. That the respondent no. 1 further has by virtue of separate development, management and marketing agreement dated 01.01.2013 have assigned right to sell, market, develop, sign builder buyer agreement, manage and receive monies/ sale consideration in their own name to respondent no. 2. The said averments are incorporated in the Builder Buyer Agreement dated 09.02.2015.
- v. That as per the ledger Annexure-C2, the demand for stage of start of excavation work was made by the respondent no. 2 in March, 2014 which amplifies that the building plans were approved prior to date of execution of buyers agreement dated 09.02.2015 and as such for computing the due date of offer of possession of the unit, the date of builder buyer agreement dated 09.02.2015 being the later shall be taken in consideration which comes out to be 09.02.2018 (due date for offer of possession).
- vi. That the complainant has abided by the terms and conditions of the agreement and has paid all their instalments in a timely manner as and when demanded by the respondent no. 2 and no default was ever made on the part of the complainant and till date the complainant has paid a sum of Rs.29,21,582/-.
- vii. That during year, 2018, the officials of the respondent no. 2 communicated with the complainant and asked the complainant to make further payments in favor of the respondent no. 1.
- viii. That further demands were raised by the respondent no. 1 which were duly paid by the complainant and the offer of possession was also offered by the respondent no. 1 in April, 2023.



- ix. That the respondents have delayed the project and offered possession in April, 2023 whereby as per clause 26 of the buyer's agreement date 09.02.2015, the due date of offer of possession was 09.02.2018 and as such there is a delay of 5 years 2 months in providing the possession of the unit/ office space in the project.
- x. That both the respondents collectively have received the payments and as such both the respondents no. 1 and 2 are jointly and collectively liable to pay the delayed possession charges to the complainant.
- xi. That the respondent no. 1 has received the occupation certificate and has offered possession to the complainant whereby has demanded an amount of Rs.5,22,266/-.
- xii. That the complainant on receiving offer of possession asked the respondents to pay the delayed possession charges and to offer him possession after the adjustment of the delayed possession charges on the amount due by the complainant but the respondents have illegally ignored the just and genuine demands of the complainant and further are pressurizing the complainant to clear the dues otherwise, they will charge interest on the due amount.
- xiii. That the respondents are further denying to pay any delayed possession charges by making lame excuses and are pressuring the complainant in an illegal and unlawful manner to take the possession of the unit/ office space and to give up the delayed possession charges.
- xiv. That the respondents inspite of being in default for delay in handing over the possession is bent upon to impose holding charges upon the complainant despite the fact that the complainant timely paid all his instalments as and when demanded by the respondents and in order to evade from their legal liability to compensate the complainant for delayed possession charges are pressurizing the complainants to pay their dues otherwise the complainant shall be subjected to pay heavy penalty.

C. Relief sought by the complainant:

4. The complainant in the present complaint has sought the following relief(s).
- Direct the respondents to pay delayed possession charges and further handover the physical possession after adjustment of delayed possession charges on the amount due in respect of the above office space along-with prevailing interest as per the provisions of the RERA Act.
 - Direct the respondents to pay cost of litigation i.e. 50,000/-.

D. Reply by the respondents

5. The respondent has contested the complaint on the following grounds: -

- That the complaint is neither maintainable nor tenable before this Authority and is liable to be out-rightly dismissed. The builder buyer agreement was executed between the complainants and the respondents prior to the enactment of the Real Estate (Regulation and Development) Act, 2016 and the provisions laid down in the said Act cannot be enforced retrospectively.
- That the complaint is not maintainable as the matter is referable to arbitration as per The Arbitration and Conciliation Act, 1996 in view of the fact that apartment buyer's agreement, contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute i.e. clause 57 of the apartment buyer's agreement.
- That the complainant has failed to make timely payments as per the agreed payment plan. Despite numerous opportunities, reminders, and additional chances, the complainant has failed to fulfil their promise of paying the total consideration amount as mutually agreed upon and thus, with no fault on the part of the respondent.
- That the respondent no. 1 further has by virtue of separate development, management and marketing agreement dated 01.01.2013 have assigned right to sell, market, develop, sign builder buyer agreement, manage and receive monies/ sale consideration in their own name and said averments are incorporated in the builder buyer agreement dated 09.02.2015.

- V. That the complainant has applied for the allotment of an office space bearing no. 406, 4th floor, admeasuring 423 sq. ft. super area, in the upcoming project named, "Nimai Place" at Sector-114 of Manesar, Gurugram, for a total basic sale price of Rs.20,63,302/- and including EDC, IDC, PLC or that car Parking.
- VI. That complainant himself has admitted that the offer of possession was issued to him. The respondents have obtained the occupation certificate from the competent authority and now it is the default of the complainant who is not take the possession of the said unit and clearing the balance amount of the same. It is pertinent to mention here that complainant has only paid Rs.27,90,159/- to the respondent for the said unit.

E. Jurisdiction of the authority.

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

7. 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 completed territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction.

8. 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.

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

F. Findings on the objections raised by respondents:

F.I Objection regarding jurisdiction of the complaint w.r.t the builder buyer agreement executed prior to coming into force of the Act.

10. The respondents submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the buyer's agreement was executed between the parties prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.
11. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and would be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements would be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and**

others. (W.P 2737 of 2017) decided on 06.12.2017 and which provides as under:

- "119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter..."
122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

12. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

- "34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

13. The agreements are sacrosanct save and except for the provisions which have been abrogated by the Act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the agreement subject to the

condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules and regulations made thereunder and are not unreasonable or exorbitant in nature. Hence, in the light of above-mentioned reasons, the contention of the respondents w.r.t. jurisdiction stands rejected.

F.II Objection regarding complainant is in breach of agreement for non-invocation of arbitration

14. The respondents submitted that the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute.
15. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on the catena of judgments of the Hon'ble Supreme Court, particularly in National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause.

G. Findings on the relief sought by the complainant.

- G.I Direct the respondents to pay delayed possession charges and further handover the physical possession after adjustment of delayed possession**



charges on the amount due in respect of the above office space along-with prevailing interest as per the provisions of the RERA Act.

16. The complainant 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. As per clause 26 of the agreement provides for handing over of possession and is reproduced below:

Clause 26

The developer shall offer possession of the unit any time within a period of 36 months from the date of sanction of building plans or date of execution of buyer's agreement whichever is later subject to force majeure circumstances such as God, fire earthquake, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities.....

18. **Due date of handing over of possession:** As per possession clause 26 of the agreement dated 09.02.2015 the possession of the unit was to be handed over within 36 months from the date of sanction of building plans (18.06.2013) or execution of agreement (09.02.2015) whichever is later. The due date is calculated from the date of buyer's agreement being later. Therefore, the due date of possession of the unit comes out to be 09.02.2018.

19. **Admissibility of delay possession charges at prescribed rate of interest:**

The complainant is seeking delay possession charges in terms of proviso to section 18 of the Act which 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.

20. 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.

21. 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., **22.05.2025** is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate+2% i.e., **11.10%** per annum.

22. The definition of term 'interest' as defined under section 2(za) 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:

"(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;"*

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23. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 11.10% p.a. by the respondents/promoters which is the same as is being granted to the complainant in case of delay possession charges.
24. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of buyer's agreement executed between the parties, the possession of the booked unit was to be delivered within 36 months from the date of sanction of building plan or execution of buyer's agreement whichever is later. The builder buyer agreement was executed between the parties on 09.02.2015 whereas the building plan was sanctioned on 18.06.2013. Therefore, the date of execution buyer's agreement being later, the due date of possession is calculated from the date of buyer's agreement. Accordingly, the due date of possession comes out to be 09.02.2018. Occupation certificate was granted by the concerned authority on 10.02.2023 and thereafter, the possession of the subject unit was offered to the complainant on 01.04.2023. 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 there is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 09.02.2015 to hand over the possession within the stipulated period.
25. Section 19(10) of the Act obligates the allottees 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 10.02.2023. The respondent offered the possession of the unit in question to the complainant only on 01.04.2023, so it can be said that the complainant 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 month of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

26. The counsel for the complainant during proceedings dated 22.05.2025 submitted that the both the respondents are jointly and severally liable as M/s YB builder is the land owner as well as licensee of the project while the agreement has been executed with M/s Nimai Developers Pvt. Ltd. and is seeking relief from both the respondent. The counsel for the respondent also submitted that both the respondents are sister concern. The Authority observes that in the present complaint, it is evident that Nimai Developers Private Limited executed the agreement with the complainant. In addition, YB Builders Private Limited holds the requisite license pertaining to the subject project. In view thereof, both Nimai Developers Private Limited and YB Builders Private Limited are jointly and severally liable.

27. Accordingly, it is the failure of the both promoters to fulfil its obligations and responsibilities as per the agreement dated 09.02.2015 to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondents 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. 09.02.2018 till the expiry of 2 months from the date of offer of possession (01.04.2023) which comes out to be 01.06.2023 or actual handing

over of possession whichever is earlier as per provisions of Section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

28. Further, as per Section 17(1) of the Act of 2016, the respondents are obligated to handover physical possession of the subject unit to the complainant. Therefore, the respondent shall handover the possession of the allotted unit as per specifications of the buyer's agreement executed between parties.

G.II Direct the respondents to pay cost of litigation i.e. Rs.50,000/-.

29. The complainant is seeking relief in the nature of compensation/litigation. The Hon'ble Supreme Court of India, in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of UP & Ors. (Civil Appeal Nos. 6745-6749 of 2021)*, has held that the Adjudicating Officer as per section 71 has exclusive jurisdiction to decide matters relating to compensation under Sections 12, 14, 18, and 19 of the Act. Accordingly, the complainant may approach the Adjudicating Officer for redressal of his grievances pertaining to relief of compensation and legal expenses.

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 respondents/promoter no.1 and 2 jointly and severally are directed to pay the interest at the prescribed rate i.e. 11.10% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 09.02.2018 till the date of offer of possession (01.04.2023) plus two months i.e., 01.06.2023 or actual handing over of possession, whichever is earlier, at prescribed rate i.e., 11.10 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules. The arrears of the interest accrued so far shall be paid to the complainant



within 90 days from the date of this order as per Rule 16 (2) of the Rules, *ibid*.

- ii. An amount of credit notes if any provided by the respondent to the complainant shall be deducted from the paid amount for the purpose of calculating delay period interest.
 - iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be at the prescribed rate i.e., 11.10% by the respondents/promoters, which is the same rate of interest which the promoter shall be liable to pay to the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
 - iv. The respondents are directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
 - v. The respondents are directed to handover the physical possession of the allotted unit to the complainant complete in all aspects of buyer's agreement.
 - vi. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.
31. Complaint stands disposed of.
32. File be consigned to registry.

Dated: 22.05.2025

V.I. 
(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory
Authority, Gurugram