

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	2468 of 2024
Date of filing	:	19.06.2024
Date of decision	:	09.05.2025

Santosh Sharma **R/o:** H.No.507, Pallu Wala Mohalla, Fatehpur, Distt. Kaithal, Haryana, Pin -136042

Complainant

Versus

M/s Signature Global Homes Pvt. Ltd. Address: Ground Floor, Tower A, Signature Tower, South City I, Gurugram, Haryana-122001.

Respondent

Chairman

CORAM: Shri Arun Kumar

APPERANCE:

Shri Vijay Pal Chauhan Shri Venket Rao Counsel for the complainant Counsel for the respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottees 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 "Signature Global Park V", Sector-36 Sohna, Gurugram.	
1.	Name and location of the project		
2.	Nature of the project	Affordable Plotted Housing Colony (DDJAY)	
3.	DTCP license	118 of 2019 dated 12.09.2019 Valid up to 11.09.2024	
4.	RERA Registered & validity	Registered	
	status	 i. 18 of 2020 dated 20.07.2020 Valid up to 31.12.2021 Regd. Area- 10.531 acres ii. 30 of 2020 dated 08.10.2020 Valid up to 30.07.2022 Regd. Area- 8.755 acres Extension: 4 of 2023 dated 13.03.2023 Ext. valid up to: 29.07.2023 iii. Signature Global Park-V(2) 48 of 2022 dated 06.06.2022 Valid up to 30.09.2024 Regd. Area: 1.7756 acres 	
5.	Date of booking	08.09.2020 [Page 16 of complaint]	
6.	Agreement for sale	02.11.2020 [Page 20 of complaint]	
7.	Unit no.	Independent Floor 5-A50-3F (Plot A50), 3 rd Floor, Block- A [Page 23 of complaint]	



8. Unit ar	Unit area admeasuring	1081.67 sq. ft. (super built-up area)	
		643.04 sq. ft. (carpet area)	
		[Page 28 of complaint]	
9.	Possession clause	7.1 Schedule for possession of the said residential independent floor-	
		" The promoter assures to handover possession of the residential independent floor along with parking (applicable only if parking fee/charge has been paid) as per agreed terms and conditions by 30th July 2022 unless there is delay due to force majeure [Emphasis supplied]	
370	(Page 37 of complaint)		
10.	Due date of possession	30.07.2022	
11. Sale Consideration	Sale Consideration	Rs.53,22,216/-	
	[Page 30 of complaint]		
12.	Amount paid by	Rs. 58,65,515/-	
	complainant	[As alleged by the complainant, Page 13 of complaint]	
13.	and the second se	06.05.2022	
		[As per DTCP website]	
14.	Occupation certificate in	22.11.2022	
respect of the said floo	respect of the said floor	[Additional document by respondent]	
15. Offer of possess	Offer of possession	23.12.2022	
		[Additional document by respondent]	
16.	CD executed on	15.03.2023	
		[Page 63 of complaint]	
17.	7. Possession certificate	28.05.2023	
		[Page 82 of complaint]	



B. Facts of the complaint

- 3. The complainant has made the following submissions in the complaint:
 - i. That being impressed by the advertisement shown by the respondent through various mode of communication including but not limited to newspapers and pamphlets, the complainant came to know that the respondent is developing Independent Floors under "DDJAY" notified by the Government of Haryana vide notification number PF-27A/6521 dated 01.04.2016 and amendments thereunder, under the name and style of Signature Global Park V in Village Dhunela, Sector 36 Sohna, Tehsil Sohna and District Gurgaon (hereinafter referred to as the "said Project").
 - That believing the representations made by the respondent, the complainant applied for allotment of a residential floor with the respondent along with necessary documents and booking amount Rs. 1,00,000/- vide cheque dated 06.09.2020. Thereafter, the respondent confirmed the allotment vide letter dated 08.09.2020 and the payment was also confirmed by receipt no. MSP5/0017/20-21 Dated 08.09.2020.
 - iii. That the complainant was allotted an independent floor bearing no. 5-A50-3F alongwith car parking (hereinafter referred to as the "Unit") in the said Project. The allotment of the unit was made against total sale consideration Rs.53,22,216/- excluding Car Parking Charges for Rs. 2,10,000/-, Power Back Up Charges etc. and taxes. The total sale consideration was to be paid as per Payment Plan which was Time Linked Payment Plan.
 - iv. That a one sided Agreement For Sale was executed by the respondent in favour of the Complainant on 02.11.2020 (in short



"Agreement". The terms and conditions of the Agreement were totally one sided in favour of the respondent and against the complainant. As per clause 7.1of the Agreement, the possession of the said unit was to be delivered by 30.07.2022 subject to force majeure.

- v. That pursuant to the terms and conditions of the Agreement, the complainant has been continuously and regularly paying the amount pursuant to the demand letters issued by the respondent and as per the Schedule of Payment. Till date of filing the complaint, the complainant has already paid an amount of Rs. 58,65,515/- with applicable taxes to the respondent. The amount received by the respondent has been further confirmed by the Final Statement of Account dated 03.01.2023. It is not out of place to mention here that the respondent has charged interest for delayed payment from the complainant.
- vi. That the construction of the unit in question was not completed on time as per the agreement and whenever the complainant visited the office of the respondent, she was sent back on verbal assurance that her grievance would soon be redressed.
- vii. That finally conveyance deed for the unit was executed on 10.03.2023 and actual physical possession of the unit was taken on 28.05.2023. The Possession Letter was showing date15.03.2023 but actual physical possession was given on 28.05.2023 as the unit in question was not ready on 15.03.2023 as printed on the Letter of possession.



- viii. That the car parking attached with the unit in question has not been allotted and earmarked properly as there is a problem in ingress and outgress of the vehicle.
 - ix. That it is pertinent to mention here that the complainant has raised her concerns regarding Delay Possession Charges and earmarked parking as well as proper Entry /Exit of the project. But the respondent did not pay any heed to the written as well as oral complaints of the complainant.
 - x. That the complainant does want to withdraw from the project as she has already taken the possession of the unit in question. The respondent has not fulfilled its obligations provided under the RERA Act, 2016 and therefore the Respondent is obligated to pay interest at the prescribed rate for every month of delay till the handing over of the possession.
 - xi. That the present complaint has not been filed by the complainant for seeking compensation, without prejudice, complainant reserve the right to file a complaint for grant of compensation with the Adjudicating Officer.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - Direct the respondent to pay delayed possession interest on the amount paid by the complainant at the prescribed rates from the due date of possession in terms of agreement till the actual date of possession on every month along with arrears as per the provisions of the Act.



- To get allotted a proper and regular car parking so that she can park her vehicle in a proper manner without any problem in ingress and outgress.
- iii. The complainant is also entitled to any other relief to which he is found entitled by this Hon'ble Authority.
- 5. On the date of hearing, the authority explained to the respondent/promoter about the contravention 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 complainant had made detailed and elaborated enquiries with regard to the location of the project, sanctions accorded by the concerned statutory authorities, specifications of the project as well as capacity, competence and capability of the respondent to successfully undertake the conceptualization, promotion, construction, development and implementation of the project. Only after being fully satisfied in all respects, the complainant proceed to submit their applications for obtaining allotment of apartments in the Affordable Group Plotted Project. This has also been recorded in BBA at recital "H".
 - ii. That the BBA which has been executed between the complainant and the respondent is as per the RERA rule and regulations hence it is false and frivolous that it is one sided. It is further submitted that the complainant is making contradictory statement as in the para VI and VII mentioning the clause of the BBA which are favorable to the complainant and on the other hand the complainant is making the



statement that the BBA is one sided which is itself manifesting the conduct of the complainant.

- iii. That said floor was to be handed over by 30.07.2022 subject to force majeure, however the complainant cannot be permitted to rely upon selected clauses/covenants of Flat Buyer Agreement. The covenants incorporated in the Agreement are to be cumulatively considered in their entirety to determine the rights and obligations of the parties.
- iv. That the proposed period of delivery of physical possession was subject to Force Majeure circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the Agreement.
- v. That as per the complainant, the respondent was supposed to offer the possession of the apartment in question up to 30.07.2022. However, the said period would have been applicable provided no disturbance/hindrance had been caused either due to force majeure circumstances or on account of intervention by statutory Authorities etc.
- vi. That prior to the expiry of said period the deadly and contagious Covid-19 pandemic had struck. The same had resulted in unavoidable delay in delivery of physical possession of the apartment. In fact, Covid-19 pandemic was an admitted force majeure event which was beyond the power and control of the respondent.



vii. That almost the entire world had struggled in its grapple with the Coronavirus menace. The Novel Coronavirus had been declared as a pandemic by World Health Organization. On 14.03.2020 the Central Government had declared the pandemic as a "notified disaster" under the Disaster Management Act, 2005. The same had been recognized as a disaster threatening the country, leading to the invocation of The Disaster Management Act, 2005 for the first time on a national level. The 21-day national lockdown imposed by the Central Government to combat the spread of first wave of Covid-19.

- viii. That in the first wave of Covid as many as 32 states and Union Territories had enforced lockdowns with some ordering a curfew as well. The lockdown meant that all rail and air services stood completely suspended.
- ix. That in order to prevent the outbreak and spread of the Novel Coronavirus, The Haryana Epidemic Disease, COVID-19 Regulations, 2020, had been brought into operation. The Department of Expenditure, Procurement Policy Division, Ministry of Finance had issued an Office Memorandum on 19th of February, 2020, in relation to the Government's 'Manual for Procurement of Goods, 2017', which serves as a guideline for procurement by the Government. The Office Memorandum effectively stated that the Covid-19 outbreak could be covered by a force majeure clause on the basis that it was a 'natural calamity'.
- x. That for all Real Estate Projects registered under Real Estate Regulation and Development Act, where completion date, revised completion date or extended completion date was to expire on or after 15th of March, 2020, the period of validity for registration of



such projects had been ordered to be extended by Haryana Real Estate Regulatory Authority vide order dated 27th of March, 2020. The Haryana Real Estate Regulatory Authority, Gurugram had issued order/direction dated 26.05.2020 whereby the Hon'ble Authority had been pleased to extend the registration and completion date of Real Estate Projects by 6 months, due to outbreak of Covid-19 (Corona Virus).

- xi. However, even before the expiry of said extended period, it is very much in public domain and had also been widely reported that second wave of Covid-19 had also hit the country badly 'like a tsunami' and Haryana was no exception thereof. Copy of a news as published saying "Not A Wave, It's A Tsunami: Delhi High Court On Covid-19 Surge" is also annexed.
- xii. That thereafter, during the second wave of Covid also the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula had issued order/direction dated 2nd of August 2021 wherein it was specifically observed that taking into reckoning the second wave had decided to grant extension of 3 months from 01.04.2021 to 30.06.2021 considering the same as a force majeure event.
- xiii. That it was further specifically observed in the direction/order dated 02.08.2021 that the aforesaid period of 3 months would be treated as zero period and compliance of various provisions of Real Estate Regulation and Development Act and Rules and Regulations framed thereunder would stand extended without even there being a requirement of filing of formal application. It needs to be highlighted that Haryana Government had imposed lockdown for different periods even after January 2021 terming it as "Mahamari



Alert/Surkshit Haryana (Epidemic Alert/Safe Haryana) resulting in virtual stoppage of all activity within the state of Haryana.

- xiv. That therefore, it is manifest that both the first wave and second wave of Covid had been recognized by this Hon'ble Authority and the Hon'ble Haryana Real Estate Regulatory Authority, Panchkula to be Force Majeure events being calamities caused by nature which had adversely affected regular development of real estate projects. All these facts have been mentioned hereinabove to highlight the devastating impact of Covid-19 on businesses all over the globe.
- xv. That moreover, the Agreement of sale notified under the Haryana Real Estate (Regulation and Development) Rules, 2017 categorically excludes any delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. That in addition to the aforesaid period of 9 months, the following period also deserves to be excluded for the purpose of computation of period available to the Respondent to deliver physical possession of the apartment to the Complainant as permitted under the Rules, 2017.
- xvi.

That the period of 136 days was consumed on account of circumstances beyond the power and control of the respondent owing to passing of orders by statutory authorities affecting the regular development of the real estate project. Since, the respondent was prevented for the reasons stated above from undertaking construction activity within the periods of time already indicated hereinbefore, the said period ought to be excluded, while computing the period availed by the Respondent for the purpose of raising construction and delivering possession.



- xvii. That it is also in public domain that the third wave of Covid-19 had also badly hit all the activities not only in Haryana but also in India and rest of the world.
- xviii. That the respondent is not indulged in unfair trade practices rather the respondent remained committed to uploading the highest standards of professionalism and integrity in its business dealings as the respondent has provided the waiver to complainant for a sum of Rs.91,020/-, however the complainant did not whisper about the same which itself shows the conduct and malafide of the complainant.
 - xix. That there is no delay in providing the possession and if any that too due to force majeure clause and unforeseen circumstances and the same are explained hereinabove. It is further submitted that the possession of unit is already delivered to the complainant, hence the respondent fulfilled its obligation and hence the respondent is not liable to pay any delay payment charges.
- 7. 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

 As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, 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

 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- सत्यमेव ज

(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 maybe;

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.

- 11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding noncompliance 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 the respondent

F.I Objection regarding delay due to force majeure circumstances



- 12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of COVID-19 pandemic which further led to the shortage of labour and orders passed by the Haryana State Pollution Control Board from 01.11.2018 to 10.11.2018, National Green Tribunal and other statutory Authorities.
- 13. The Authority notes that the construction ban cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Further, the respondent has not demonstrated whether it extended any equivalent relief to the allottees during the period of the construction ban. If the respondent did not relax the payment schedules for the allottees, its plea for relief due to delays caused by the construction ban appears unjustified. Hence, all the pleas advanced in this regard are devoid of merits.
- 14. Further, the Authority has gone through the possession clause of the agreement and observes that the respondent-developer proposes to handover the possession of the allotted unit by 30.07.2022. In the present case, the date of allotment of the subject unit is 08.09.2020 and the buyer's agreement was executed between the parties on 02.11.2020, which is much after the effect of Covid-19. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e., 30.07.2022.
- G. Findings on the relief sought by the complainant



G.I Delay possession charges

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15. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges at prescribed rate of interest on amount already paid by them as provided under the proviso to Section 18(1) of the Act which 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."

16. Clause 7.1 of the buyer's agreement (in short, the agreement) dated 02.11.2020, provides for handing over possession and the same is reproduced below:

7.1 Schedule for possession of the said residential independent floor-

...The promoter assures to handover possession of the residential independent floor along with parking (applicable only if parking fee/charge has been paid) as per agreed terms and conditions by **30th July 2022** unless there is delay due to force majeure..."

17. Due date of handing over possession and admissibility of grace period: As per clause 7.1 of buyer's agreement, the respondent promoter has proposed to handover the possession of the subject unit to the complainant by 30.07.2022. The respondent requested for allowing 6 months grace period in lieu of Covid-19. However, the request of the respondent is hereby declined as the date of allotment of the subject unit is 08.09.2020 and the buyer's agreement was executed between the parties on 02.11.2020, which is much after the effect of Covid-19. Consequently, any extension in timeframe for handover of



possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e., 30.07.2022.

18. Admissibility of delay possession charges at prescribed rate of interest: The complainant is seeking delay possession charges. However, proviso to Section 18 provides that where an allottee(s) 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 subsections (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.

- 19. 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.
- 20. Consequently, as per website of the State Bank of India i.e., <u>https://sbi.co.in</u>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 09.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
- 21. 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.



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 complainant in case of delayed possession charges.

- 22. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, 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 7.1 of the buyer's agreement executed between the parties, the possession of the subject apartment was to be delivered by 30.07.2022 as delineated hereinabove. The respondent had obtained completion certificate from the concerned competent authority on 06.05.2022 in respect of the plotted colony. The occupation certificate in respect of the subject floor was granted on 22.11.2022 and thereafter, possession of the subject unit was offered to the complainant on 23.12.2022. The authority is of considered view that there is delay on the part of the respondent to offer the possession of the allotted unit to the complainant as per the terms of the buyer's agreement dated 02.11.2020 executed between the parties. It is failure on the part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 02.11.2020 to handover the possession of the subject unit within the stipulated time period.
- 23. 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 in respect of the subject apartment was granted on 22.11.2022. The respondent has offered the possession of the subject unit to the



complainant on 23.12.2022 after obtaining occupation. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically she has 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 the fact that the unit being handed over at the time of taking possession is in habitable condition. In the present case, the complainant had taken possession of the subject unit on 28.05.2023 as is evident from the Possession Certificate annexed on page 82 of the complaint.

24. 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 respondent is established. As such, the complainant-allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.07.2022 till offer of possession (23.12.2022) plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G.II Car Parking

25. The authority observes that the respondent has charged an amount of Rs.2,00,000/- from the complainants on account of car parking charges in terms of clause 2.1 of the BBA. Consequently, vide letter dated 03.01.2023, the respondent demanded a sum of Rs.2,10,000/- [Rs.2,00,000/- as car parking + Rs. 10,000/- as tax] from the respondent. Admittedly, the complainants have also paid the said amount to the respondent. Thus, the respondent is directed to allot a



requisite car parking to the complainant as agreed inter se parties as per the BBA dated 02.11.2020.

H. Directions of the authority

- 26. 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):
 - The respondent is directed to pay delayed possession charges at the prescribed rate of interest i.e., 11.10% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 30.07.2022 till offer of possession (23.12.2022) plus two months or actual handing over of possession, whichever is earlier, as per proviso to section 18(1) of the Act read with Rule 15 of the Rules, ibid.
 - ii. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.
 - iii. The respondent is directed to allot a requisite car parking to the complainant as agreed inter se parties as per the BBA dated 02.11.2020.
 - iv. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in



case of default i.e., the delayed possession charges as per section 2(za) of the Act.

- vi. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement.
- 27. The complaint and application, if any, stands disposed of.
- 28. File be consigned to registry.

Dated: 09.05.2025

(Arun Kumar) Chairman Haryana Real Estate Regulatory Authority, Gurugram

