

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

Complaint no.:487 of 2020First date of hearing:27.03.2020Date of decision:07.04.2021

Manu Maan Singh Resident of:- 221, Deed Plaza Complex, Opp. Civil Court, Gurugram

Complainant

Versus

Imperia Structures Ltd. Regd. Office:- A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044

Respondent

#### CORAM:

Dr. K.K. Khandelwal Shri Samir Kumar Shri Vijay Kumar Goyal

Chairman Member Member

#### **APPEARANCE:**

Sh. Sanjeev Sharma Sh. Rahul Pandey Advocate for the complainant Advocate for the respondent

#### ORDER

 The present complaint dated 04.02.2020 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 thereunder or to the allottee as per the agreement for sale executed inter se.

## A. Unit and project related details

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

S. No	Heads	Information
1.	Project name and location	"Esfera, Phase-II", Sector- 37c, village
		gharoli khurd and basai, Gurugram
2.	Licensed area	17 acres
3.	Nature of the project	Group housing residential colony
4.	DTCP license no.	64 of 2011 dated 16.07.2011
	License valid up to	15.07.2017
	Licensee	M/s Prime Infoways Pvt. Ltd., M/s Prime IT Solutions Pvt. Ltd., M/s Phoenix Datatech Services Pvt. Ltd.
5.	RERA registered/not registered	Registered vide 352 of 2017 dated 17.11.2017



6. E	/alidity Date of approval of building plan Jnit no.	Valid upto 31.12.2020 18.12.2012
		18.12.2012
7. L	Jnit no.	
		601, 6 <sup>th</sup> floor, Block B
		(Page no. 21 of the complaint)
8. L	Jnit measuring	223.04 sq. mtrs. (2400 sq. ft. approx.)
		(Page no. 21 of the complaint)
9. E	Date of booking	30.04.2013
		(Page no. 66 of the complaint)
10. E	Date of execution of flat buyer's	26.07.2013
a	agreement	(Page no. 19 of the complaint)
11. F	Payment plan	Construction linked payment plan
		(Page no. 60 of the complaint)
12. T	otal consideration	Rs. 1,34,58,290/-
		(Page no. 66 of the complaint)
13. T	Total amount paid by the	Rs. 1,22,98,580/-
С	omplainant	(Page no. 66 of the complaint)
p v y	Due date of delivery of cossession (as per clause 10.1, cossession be handed over within a period of three and half rears from the date of execution of the agreement)	26.01.2017 (Calculated from the date of execution of the agreement)
15. C	Offer of possession	Not offered
16. C	Occupation certificate	Not obtained
	Delay in handing over bossession till 07.04.2021	4 years 2 months 12 days



# B. Facts of the complaint

The complainant has submitted as under:

- 3. That the respondent company, M/s Imperia Structures Ltd. advertised for construction of world class residential group housing colony called "The Esfera" on 17 acres piece of land in sector-37C situated in revenue estate of village Basai, District Gurgaon, Haryana.
- 4. That the complainant purchased/booked an apartment/space/ unit no. 601 on 6<sup>th</sup> floor in tower B, admeasuring 2400 sq. ft. (super area), basic sales price @ of Rs. 4250/- per sq. ft. amounting to Rs. 1,02,00,000/- alongwith other charges like EDC, IDC etc. totally amounting to Rs. 1,28,70,000/- on the assurance that construction shall be completed in time and possession would be handed over in time. At the time of booking Rs. 10,00,000/- was paid to promoter on 30.04.2013 vide cheque no. 009951.
- 5. That the apartment buyer's agreement dated 26.07.2013 was executed between both the parties i.e., M/s Imperia Structures Limited and the complainant on terms and conditions as laid down by the company. It is pertinent to mention here that as per the apartment buyer's agreement, the possession of the subject apartment in question was to be handed over within a period of three and half years from the date of this agreement as provided under clause 10.1 of the said agreement, the possession was to be handed over lastly by January 2017. Further, while entering into the above said agreement the



respondent sold one car parking space to the complainant for a consideration of Rs. 3,50,000/-

- That all instalments were paid to respondent company as demanded by them time and again. A total amount of Rs. 1,22,98,580/- was paid to promoter upto 16<sup>th</sup> August 2013.
- 7. That as per the apartment buyer's agreement, the possession of the unit in question was to be handed over lastly by 26<sup>th</sup> January 2017. However, at that time the construction of the project was far from completion.
- 8. That after repeated visits by the complainant, the respondent has neither offered possession nor any satisfactory reply is given in this regard. The complainant is still waiting for possession since 30.04.2013. Hence, promoter is liable to pay interest @24% to the complainant.

### C. Relief sought by the complainant:

- 9. The complainant has sought following relief(s):
  - (i) Direct the respondent to pay interest for the delayed period of possession as arrears of DCP and further ordered to pay interest for each month till the possession is handed over.
  - (ii) Direct the respondent to recalculate the interest on equitable basis from the beginning and reimburse, if charged extra than MLCR.
- 10. 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 on behalf of the respondent

The respondent has contended the complaint on the following grounds: -

- That the respondent is a company duly registered under the provisions of the Companies Act, 1956 and Mr. Varun Kumar is an authorized representative of the respondent company, to sign, verify and file this reply before this authority.
- That, it was submitted that the present complaint has been filed by the complainant against the respondent company in respect of the tower- "B" being developed by the respondent company in its group housing project titled as "ESFERA Phase II" situated at sector-37C, Gurgaon, Haryana (hereinafter 'said project').
- iii. That, it was submitted that the flat no. B-604, (hereinafter "said flat") in tower-B (hereinafter 'said tower') situated in the said project, had been allotted to the complainant by the respondent company vide allotment letter dated 19-03-2013 (hereinafter 'allotment letter') on the terms and condition mutually agreed by the allottee/complainant and the respondent company.
- iv. That it was submitted that in clause 10.1 of the agreement is duly agreed by the complainant.



- v. That in view of the above said, the respondent company had intended to complete the construction of the said flat on time. It is pertinent to mention that the respondent company had successfully completed the construction of the said tower and procured the occupancy certificate for three towers out of 9 towers in the said project. It is important to mention here that the project "Esfera" comprises of 2 phases whereas OC of the phase I of the project is duly issued by "Town and Country Planning Development Haryana" on 07.02.2018 and more than 100 happy allottee(s) are residing in that phase. Further, the possession of the unit will be delivered to its respective allottee(s) tentatively in May 2021 with respective OC on the said project.
- vi. That, the respondent company is in extreme liquidity crunch at this critical juncture, the company has also been saddled with orders of refund in relation to around 10-15 apartments in the project, on account of orders passed by various other courts. The total amount payable in terms of these decrees exceeds an amount of Rs. 10 crores. The said project involving hundreds of allottees, who are eagerly awaiting the possession of their apartments, will be prejudiced beyond repair in case any monetary order be passed when the project is almost completed. It is pertinent to mention here that maximum allottees of the said project "Esfera" are



eagerly waiting for possession of their respective units and they have not resorted to any litigation before any forum/court of law.

- vii. That on account of many allottees exiting the project and many other allottees not paying their instalment amounts, the company, with great difficulty, in these turbulent times has managed to secure a last mile funding of Rs. 99 crores from SWAMIH Investment Fund-I. The said Alternate Investment Fund (AIF) was established under the special window declared on 06.11.2019 by the Hon'ble Finance Minister to provide priority debt financing for the completion of stalled, brownfield, RERA registered residential developments that are in the affordable housing/mid income category, whose net-worth is positive and require last mile funding to complete construction. The company was granted a sanction on 23.09.2020 after examination of status of the company and its subject project "Esfera" for amount of Rs. 99 crores. However, the funding is still to be received, and the company is hoping for the same to be released shortly.
- viii. That, it was submitted that this authority may be pleased to consider the bona fide of the respondent company and distinguish the respondent company from the bad repute being imparted to real-estate builders. It is pertinent to mention here that the respondent company



is extremely committed to complete the phase-2 of project "Esfera". In fact, the super structure of all the towers in phase-2 (including tower-B) has already been completed. Further, the internal work and MEP works is going in a full swing with almost 300 construction labourers are working hard to achieve the intent of the respondent company to complete the entire project despite all prevailing adversaries.

That it is relevant to mention herein that several ix. allottees have withhold the remaining payments, which is further severally affecting the financial health of the respondent company and further due to the force *majeure* conditions and circumstances/ reasons, which were beyond the control of the respondent company as mentioned herein below, the construction works got delayed at the said project. Both the parties i.e., the complainant as well as the respondent company had contemplated at the very initial stage while signing the allotment letter/agreement that some delay might have occurred in future and that is why under the force *majeure* clause as mentioned in the allotment letter, it is duly agreed by the complainant that the respondent company shall not be liable to perform any or all of its obligations during the subsistence of any *force majeure* circumstances and the time period required for performance of its obligations shall inevitably stand



extended. It is unequivocally agreed between the complainant and the respondent company that the respondent company is entitled to extension of time for delivery of the said flat on account of *force majeure* circumstances beyond the control of the respondent company. And inter-alia, some of them are mentioned herein below:

- a) That, the respondent company started construction over the said project land after obtaining all necessary sanctions/approvals/ clearances from different state/central agencies/authorities and after getting building plan approved from the authority and named the project as "Esfera II". The respondent company had received applications for booking of apartments in the said project by various customers and on their requests, the respondent company allotted the under-construction apartments/ units to them.
- b) That, owing to unprecedented air pollution levels in Delhi NCR, the Hon'ble Supreme Court ordered a ban on construction activities in the region from November 4, 2019, onwards, which was a blow to realty developers in the city. The Air Quality Index (AQI) at the time was running above 900, which is considered severely unsafe for the city dwellers.



Following the Central Pollution Control Board (CPCB) declaring the AQI levels as not severe, the Hon'ble Supreme Court lifted the ban conditionally on December 9, 2019, allowing construction activities to be carried out between 6 am and 6 pm, and the complete ban was lifted by the Hon'ble Supreme Court on 14th February 2020.

c) That, when the complete ban was lifted on 14th February 2020 by the Hon'ble Supreme Court, the Government of India imposed National Lockdown on 24th of March 2020 due to pandemic COVID-19, and conditionally unlocked it in 3rd May, 2020. However, this has left the great impact on the procurement of material and Labour. The 40-day lockdown in effect since March 24, which was further extended up to May 3 and subsequently to May 17, led to a reverse migration with workers leaving cities to return back to their villages. It is estimated that around 6 lakh workers walked to their villages, and around 10 lakh workers are stuck in relief camps. The aftermath of lockdown or post lockdown periods has left great impact and scars on the sector for resuming the fast-paced construction for achieving the timely delivery as agreed under the "Allotment Letter."



- d) That initially, after obtaining the requisite sanctions and approvals from the concerned authorities, the respondent company had commenced construction work and arranged for the necessary infrastructure including labour, plants and machinery, etc. However, since the construction work was halted and could not be carried on in the planned manner due to the *force* majeure circumstances detailed above, the said infrastructure could not be utilized and the labour was also left to idle resulting in mounting expenses, without there being any progress in the work. Further most Construction of the construction material which was purchased in advance, got wasted/deteriorated causing huge monetary losses. Even the plants and machineries, which were arranged for the timely completion of the construction work, got degenerated, resulting into losses to the respondent company running into crores of rupees.
- e) That it is also pertinent to mention here that every year the construction work was stopped / banned / stayed due to serious air pollution during winter session by the Hon'ble National Green Tribunal (NGT), and after banned / stayed the material, manpower and flow of the work has been



disturbed / distressed. Every year the respondent company had to manage and rearrange for the same and it almost multiplied the time of banned / stayed period to achieve the previous work flow. The orders already placed on record before this Hon'ble Bench.

f) That the real estate sector so far has remained the worst hit by the demonetization as most of the transactions that take place happen via cash. The sudden ban on Rs. 500 and Rs. 1000 currency notes have resulted in a situation of limited or no cash in the market to be parked in real estate assets. This has subsequently translated into an abrupt fall in housing demand across all budget categories. Owing to its uniqueness as an economic event, demonetisation brought a lot of confusion, uncertainty - and, most of all, especially when it came to the realty sector. No doubt, everyone was affected by this radical measure, and initially all possible economic activities slowed down to a large extent, which also affected the respondent company to a great extent, be it daily wage disbursement to procuring funds for daily construction, and day-to-day activities, since construction involves a lot of cash payment/transactions at site for several activities.



g) That it is a well-known fact that there is extreme shortage of water in State of Haryana and the construction was directly affected by the shortage of water. Further, the Hon'ble Punjab and Haryana High Court vide an order dated 16.07.2012 in CWP No. 20032 of 2009 directed to use only treated water from available Sewerage Treatment Plants (hereinafter referred to as "STP"). As the availability of STP, basic infrastructure and availability of water from STP was very limited in comparison to the requirement of water in the ongoing constructions activities in Gurgaon District, it was becoming difficult to timely schedule the construction activities. The availability of treated water to be used at construction site was thus very limited and against the total requirement of water, only 10-15% of required quantity was available at construction sites.

That, owing to the above said *force majeure* circumstances and reasons beyond the control of the respondent company, it was extremely necessary to extend the intended date of offer of possession mentioned in the allotment letter.

x. That for the purpose of ensuring the delivery of the possession, despite lockdown, the respondent company



was seeking permission to resume construction of the project. The respondent company got the said permission certificate on 01.05.2020 by the municipal corporation of Gurugram, Haryana subject to certain safety restriction and conditions. Therefore, it was submitted that this authority may be pleased to consider the bona fide of the respondent company and distinguish the respondent company from the bad repute being imparted to real-estate builders. It is pertinent to mention here that the respondent company is extremely committed to complete the phase- 2 of the said project in fact super structure/ civil works in all the towers in phase- 2 (including tower- B) has already been completed despite all prevailing adversaries, only finishing work is remaining now.

xi. That, it is also necessary to bring in notice before this authority that in the present case the complainant has availed the loan facility and by virtue of the tripartite agreement the property is mortgaged in favour of the concerned bank and till the time the loan amount is not refunded back to the concerned bank, the bank shall not release their lien against the said property, therefore in case of refund, the respondent company first release the amount to the bank towards their dues, and afterwards after deduction of earnest money, the remaining amount shall be returned to the complainant. Therefore, it



becomes necessary to make the concerned bank a necessary/ compulsory party in the present case, therefore it is requested that the matter ought to be disposed-off with the direction for making the concerned bank a necessary party by way of filing a fresh complaint and thereby making concerned bank a party. However, in the present case the project is completely ready, and we are awaiting for finishing work to be complete and thereafter the OC shall be applied and once the OC is received the respondent company shall handover possession to all the concerned allottees.

xii. That the respondent company craves leave of this authority to add, amend or alter this reply, if found necessary, at any stage of the proceedings. The respondent company shall submit any documents or details as may be required by this authority. the respondent company also craves leave of this authority to make further submissions at the appropriate stage, if so advised.

### E. Jurisdiction of the authority

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

### E. I Territorial jurisdiction



11. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

### E. II Subject matter jurisdiction

12. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as held in *Simmi Sikka v/s M/s EMAAR MGF Land Ltd.* (complaint no. 7 of 2018) leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage. The said decision of the authority has been upheld by the Haryana Real Estate Appellate Tribunal in its judgement dated 03.11.2020, in appeal nos. 52 & 64 of 2018 titled as *Emaar MGF Land Ltd. V. Simmi Sikka and anr.* 

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

- I. **Delay possession charges:** To direct the respondent to give the delayed possession interest to the complainant.
- 13. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges as



provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

#### "Section 18: - Return of amount and compensation

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

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

14. Clause 10.1 of the apartment buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"Clause 10.1- The Developer/Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Apartment within a period of three and half years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 41 or due to failure of Intending Allottee(s) to pay in time the price of the said Apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the Developer/Company from time to time or any failure on the part of the Intending Allottee(s) to abide by all or any of the terms or conditions of this Agreement."

15. The apartment buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builders/promoters and buyers/allottee are protected candidly. The apartment buyer's agreement lays down the terms that govern the sale of different kinds of properties like



residentials, commercials etc. between the buyer and builder. It is in the interest of both the parties to have a well-drafted apartment buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the apartment, plot or building, as the case may be and the right of the buyer/allottee in case of delay in possession of the unit. In pre-RERA period, it was a general practice among the promoters/developers to invariably draft the terms of the apartment buyer's agreement in a manner that benefited only the promoters/developers. It had arbitrary, unilateral, and unclear clauses that either blatantly favoured the promoters/developers or gave them the benefit of doubt because of the total absence of clarity over the matter.

16. Admissibility of delay possession charges at prescribed rate of interest: The complainant is seeking delay possession charges. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed



and it has been prescribed under rule 15 of the rules. Rule 15

has been reproduced as under:

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

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

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

17. 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. The Haryana Real Estate Appellate Tribunal in **Emaar** 

### MGF Land Ltd. vs. Simmi Sikka observed as under: -

"64. Taking the case from another angle, the allottee was only entitled to the delayed possession charges/interest only at the rate of Rs.15/- per sq. ft. per month as per clause 18 of the Buyer's Agreement for the period of such delay; whereas the promoter was entitled to interest @ 24% per annum compounded at the time of every succeeding instalment for the delayed payments. The functions of the Authority/Tribunal are to safeguard the interest of the aggrieved person, may be the allottee or the promoter. The rights of the parties are to be balanced and must be equitable. The promoter cannot be allowed to take undue advantage of his dominate position and to exploit the needs of the homer buyers. This Tribunal is duty bound to take into consideration the legislative intent i.e., to protect the interest of the consumers/allottees in the real estate sector. The clauses of the Buyer's Agreement entered into between the parties are one-sided, unfair and unreasonable



with respect to the grant of interest for delayed possession. There are various other clauses in the Buyer's Agreement which give sweeping powers to the promoter to cancel the allotment and forfeit the amount paid. Thus, the terms and conditions of the Buyer's Agreement dated 09.05.2014 are ex-facie one-sided, unfair and unreasonable, and the same shall constitute the unfair trade practice on the part of the promoter. These types of discriminatory terms and conditions of the Buyer's Agreement will not be final and binding."

- 18. 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., 07.04.2021 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.
- 19. 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;"



- 20. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.
- 21. On consideration of the documents available on record and submissions made by both the parties 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 10.1 of the apartment buyer's agreement executed between the parties on 26.07.2013, the possession of the subject apartment was to be handed over within a period of 3 and half years from the date of execution of apartment buyer's agreement i.e., 26.07.2013 which comes out to be 26.01.2017. The respondent has failed to handover possession of the subject apartment till date of this order. Accordingly, it is the failure of the respondent to fulfil its obligations and responsibilities as per the apartment buyer's agreement executed inter-se between the parties 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 respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 26.01.2017 till the handing over of the



possession, at prescribed rate i.e., 9.30 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

## H. Directions of the authority

- 22. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
  - i. The respondent is directed to pay interest at the prescribed rate of 9.30% p.a. for every month of delay from the due date of possession i.e. 26.01.2017 till the handing over of possession.
  - ii. The arrears of such interest accrued from 26.01.2017 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the Rules.
  - iii. The complainant is also directed to pay the outstanding dues, if any. Interest on the due payments from the complainant and interest on account of delayed possession charges to be paid by the respondent shall be equitable i.e., at the prescribed rate of interest i.e., 9.30% per annum.



- iv. The respondent shall not charge anything from the complainant which is not part of the builder buyer agreement.
- 23. Complaint stands disposed of.
- 24. File be consigned to registry.

(Vijay Kumar Goyal) (Samir Kumar) Member Member Mis (Dr. K.K. Khandelwal) Chairman

Haryana Real Estate Regulatory Authority, Gurugram Dated: 07.04.2021 Judgement uploaded on 15.09.2021