

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

Complaint no. : 2000 of 2021
First date of hearing: 06.05.2021
Date of decision : 08.03.2022

1. Gaurav Dhir
2. Piyushi Dhir

Both R/O: - King Radios, 22A, Amritpuri,
Main Road Garhi, New Delhi-110065

Complainants

Versus

M/S Plus Projects Private Limited
Address: - 555/558, West Guru Angad Nagar,
Shakarpur, New Delhi-110092

Respondent

CORAM:

Shri KK Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Shri Gaurav Rawat
Shri Dhruv Dutt Sharma

Advocate for the complainants
Advocate for the respondent

ORDER

1. The present complaint dated 15.04.2021 has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all

obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details

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

| S. No. | Heads | Information |
|--------|----------------------------------|---|
| 1. | Name and location of the project | Senate Court, Sector 62, Golf Course Extension Road, Gurugram |
| 2. | Nature of the project | Commercial Complex |
| 3. | Project area | 2.98125 acres |
| 4. | DTCP license no. | 103 of 2008 issued on 09.08.14 valid up to 08.08.2019 |
| 5. | Name of Licensee | Balvinder Uppal |
| 6. | RERA Registered/ not registered | Not registered |
| 7. | Apartment no. | 210, 2 nd floor [annexure P3 on page no. 28 of complaint] |
| 8. | Unit measuring | 640 sq. ft. [annexure P3 on page no. 28 of complaint] |
| 9. | Date of allotment letter | 08.03.2013 [annexure P2 on page no. 24 of complaint] |



| | | |
|-----|---|---|
| 10. | Date of execution of Flat buyer's agreement | 29.01.2015 [annexure P3 on page no. 26 of complaint] |
| 11. | Total consideration | Rs. 73,33,390/- [as per the statement of account on page no. 34 of reply] |
| 12. | Total amount paid by the complainants | Rs. 61,10,565/- [as per the statement of account on page no. 34 of reply] |
| 13. | Due date of delivery of possession | 29.01.2018 [calculated from the date of execution of agreement including grace period of 6 months] |
| 14. | Possession clause | 4. POSSESSION 4.1 "That the possession of the unit/studio apartment/ retail shop shall be delivered to the purchaser within 30 months from the date of execution of this agreement which may be extended for further period of 6 months subject to all just exceptions provided all amounts due and payable by the purchaser under this agreement have been paid to the vendor." |
| 15. | Occupation certificate | 29.01.2021 [annexure R3 on page no. 36 of reply] |
| 16. | Offer of possession | 04.02.2021 [page no. 40 of reply] |

B. Facts of the complaint



3. That the complainants approached to the respondent for booking of a studio apartment admeasuring 640 sq. ft. in senate court sector-62, golf course extension road, Gurugram and paid booking amount of Rs 5,00,000/-on 10-02-2013.
4. That the complainants were allotted the unit no. 210, 2nd floor admeasuring 640 sq. ft studio apartment, senate court sector- 62, golf course extension road, Gurugram, dated 08-03-2013.
5. That the total cost of the said unit was Rs. 61,92,000/- inclusive BSP, EDC IDC etc. Out of this, a sum of Rs 56,65,065/- was demanded and paid by the complainants before 14.06.2017 and last demand is pending which was due on at the time of offer of possession, but respondent send demand of Rs. 19,34,248/-.
6. That the complainants had paid all the demanded instalments by respondent on time and deposited Rs 56,65,065/- Before execution of the BBA, builder extracted more than 35 % amount which is unilateral, arbitrary and illegal. That respondent in endeavour to extract money from allottees, devised a payment plan under which respondent linked 90 % amount for raising the super structure only. The total sale consideration to the timelines which is not depended on or co-related to the development of the site at all. After taking the same, the respondent has not bothered to initiate any development of the project till 2018. That after taking more than 80% amount in 2016, builder has taken 5 years for



- project development and offer of possession. So, project is extremely delayed.
7. That respondent was liable to hand over the possession of a developed commercial unit before 28.01.2018 as per clause 4 of the agreement.
 8. That complainants visited project site many times and found that builder had not carried out development work except super structure completion, even during the years 2013 to 2018. The project was developed at very slow pace and for many years, development work was not carried out by the builder. The complainants tried to approach the builder for knowing the reasons for inordinate delay, but it didn't reply.
 9. That after 3 years of booking, the builder executed a builder buyer's agreement and send to complainants and at the time of offer of possession the respondent imposed many unilateral charges like electricity connection charges Rs. 147500/-, interest on delayed payment Rs. 10,06,333/-, water connection charges 59000/-, power back up charges Rs. 112100/-, misc. charges Rs. 29500/-, labour cess Rs. 29500/-, IFMS Rs. 96000/- one-year advance maintenance charges Rs. 108749/- amount of mentioned in head was not intimated prior to offer of possession. This is unilateral, illegal and arbitrary.
 10. That the complainants were shocked when respondent sent offer of possession on 04.02.2021 and adjusted delay penalty for the delay in handing over the possession was Rs. 10 per



sq. ft. only which is illegal and arbitrary as per Haryana Real Estate (Regulation & Development) Act, 2016.

11. That the complainants visited project after getting offer of possession. The unit was not in habitable condition even walls of unit, construction of fire emergency, and fitting of toilets and finishing of building was still pending and project was not in habitable condition.
12. That the complainants are seeking delay penalty in terms of section 18(1) read with section 18(3) of the Act, along with principles of justice, equity and good conscience.

C. Relief sought by the complainants:

13. The complainants have sought the following relief:
 - (i) Direct the respondent to pay interest on paid amount of Rs. 61,10,565/- along with pendent lite and future interest.
14. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

15. That the complainants cannot invoke the jurisdiction of this Ld. Authority in respect of the unit allotted to them especially when there is an arbitration clause provided in the builder buyer's agreement and whereby all or any disputes arising out of or touching upon or in relation to the terms of the said



agreement or its termination and respective rights and obligations, are to be settled amicably failing which the same are to be settled through arbitration. Once the parties have agreed to have adjudication carried out by an alternative dispute redressal forum, invoking the jurisdiction of this Ld. Authority, is misconceived, erroneous and misplaced.

16. That the relief sought by the complainants appear to be on misconceived and erroneous basis. Hence, the complainants are estopped from raising the pleas, as raised in respect thereof, besides the said pleas being illegal, misconceived and erroneous.
17. That the complainants have frustrated the terms and conditions of the buyer's agreement, which were the essence of the arrangement between the parties and therefore, they now cannot invoke a particular clause, and therefore, the complaint is not maintainable and should be rejected at the threshold. That the complainants have also misdirected in claiming interest on account of alleged delayed offer for possession. It has been categorically agreed between the parties that the possession of the unit/ studio apartment/ retail shop shall be delivered to the purchaser within 30 months from the date of execution of the agreement which may be extended for further period of 6 months subject to all just exceptions provided all amounts due and payable by the purchaser under that agreement have been paid to the vendor.



18. That the complainants have failed to make payments in time in accordance with the terms and conditions as well as payment plan annexed with the buyer's agreement and as such the complaint is liable to be rejected. It is submitted that out of the total consideration of Rs. 73,33,390/- of the unit, the amount actually paid by the complainants is Rs. 61,10,565/-. It is further submitted that there is an outstanding amount of Rs. 12,22,825/- (excluding interest of Rs. 8,52,825/- as on 31.01.2021) to be payable by the complainants as per the construction linked plan opted by them.
19. That the complainants deliberately concealed the fact that on 30.05.2015 they entered into an arrangement with the respondent to make the payment of outstanding amount in instalments and requested for waiver of interest. It is pertinent to mention here that despite the undertaking the complainants kept on defaulting in making the payments.
20. That the respondent, after having applied for grant of occupation certificate in respect of the project, which had thereafter been even issued through memo dated 29.01.2021 had offered possession to the complainants vide letter dated 04.02.2021.
21. That the complainants have till date not taken the possession of the unit. It is pertinent to mention here that as per clause 4.3 of the builder buyer's agreement the complainants are liable to pay the holding charges @ Rs. 10/- per sq. ft. per month of the super area of the premises from the date



indicated in the notice for possession till the date the purchaser takes the actual physical possession of the premises/ Unit.

22. That the respondent has already completed the construction of the building in which the unit allotted to the complainants is located.
23. That a builder constructs a project phase wise for which it gets payment from the prospective buyers and the money received from them is further invested towards the completion of the project. It is important to note that a builder is supposed to construct in time when the prospective buyers make payments in terms of the agreement. It is submitted that it is important to understand that one particular buyer who makes payment in time can also not be segregated, if the payment from other buyer does not reach in time.
24. That the slow pace of work affects the interests of a developer, as it has to bear the increased cost of construction and pay to its workers, contractors, material suppliers, etc. It is most respectfully submitted that the irregular and insufficient payment by the prospective buyers such as the complainants freezes the hands of developer / builder in proceeding towards timely completion of the project.

E. Jurisdiction of the authority

25. The respondent has raised objection regarding jurisdiction of authority to entertain the present complaint and the said objection stands rejected. 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

26. 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

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

Section 11(4)(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; The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

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.

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

F. Findings on the objections raised by the respondent.

F.I Objection regarding complainants are in breach of agreement for non-invocation of arbitration

29. The respondent 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 and the same is reproduced below for the ready reference:

"16. Arbitration

16.1 *All disputes, differences or disagreements arising out of, in connection with or in relation to this agreement shall be mutually discussed and settled between the parties."*

16.2 *However, disputes, differences or disagreements arising out of, in connection with or in relation to this agreement, which cannot be amicably settled, shall be finally decided by Arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any Arbitration as aforesaid shall be domestic arbitration under the applicable laws.*

16.3 *The venue of the Arbitration shall be in Gurgaon.*

16.4 *The arbitration shall take place before the sole arbitrator, appointed by the vendor. It shall however be no ground*



for removal of the arbitrator that he or she is or has been an employee or officer of the company/ Vendor.

30. 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 catena of judgment 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 the parties to arbitration even if the agreement between the parties had an arbitration clause.
31. Further, in ***Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017***, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants



and builders could not circumscribe the jurisdiction of a consumer. The relevant paras are reproduced below:

"49. Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development) Act, 2016 (for short "the Real Estate Act"). Section 79 of the said Act reads as follows:-

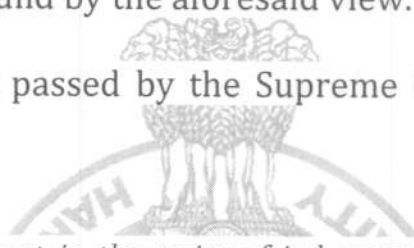
"79. Bar of jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act."

It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Real Estate Regulatory Authority, established under Sub-section (1) of Section 20 or the Adjudicating Officer, appointed under Sub-section (1) of Section 71 or the Real Estate Appellate Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in A. Ayyaswamy (supra), the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act.

*...
56. Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated kind of Agreements between the Complainants and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section 8 of the Arbitration Act."*

32. While considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in the builder buyer agreement, the Hon'ble Supreme Court **in case titled as M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-**

30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018 has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. The relevant para of the judgement passed by the Supreme Court is reproduced below:



"25. This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

33. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainants are well within their right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an

arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily. In the light of the above-mentioned reasons, the authority is of the view that the objection of the respondent stands rejected.

F. Findings on the relief sought by the complainants.

Relief sought by the complainants: The complainants had sought following relief(s):

- (i) **Direct the respondent to pay interest on paid amount of Rs. 61,10,565/- along with pendent lite and future interest.**

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

"Section 18: - Return of amount and compensation

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

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

27. Clause 4 of the flat buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"Clause 4.1- That the possession of the Unit/Studio



Apartment/ Retail shop shall be delivered to the purchaser within 30 months from the date of execution of this agreement which may be extended for further period of 6 months subject to all just exceptions provided all amounts due and payable by the purchaser under this agreement have been paid to the vendor.

28. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainants not being in default under any provisions of this agreements and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning.
29. The 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 residential, 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.

30. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges and proviso to section 18 provides that where an allottees 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.

31. 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.
32. 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., 08.03.2022 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30% per annum.
33. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

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

Explanation. —For the purpose of this clause—

- (i) *the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) *the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or*

any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

34. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 9.30% p.a. by the respondent/promoter which is the same as is being granted to the complainants in case of delay possession charges.
35. 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 section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. It is a matter of fact that flat buyer's agreement executed between the parties on 29.01.2015 and the possession of the booked unit was to be delivered within a period of 30 months from the date of execution of the agreement which may be further extended for a period of 6 months, which comes out to be 29.01.2018.
36. 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 case, the occupation certificate was granted by the competent authority on 29.01.2021. The respondent offered possession of the unit in question to the complainants only on 04.02.2021. So, it can be said that the complainants came to know about the occupation certificate only upon the date of

offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 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. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 29.01.2018 till the expiry of 2 months from the date of offer of possession 04.02.2021 which comes out to be 04.04.2021.

37. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainants are entitled to delay possession at prescribed rate of interest i.e., 9.30% p.a. w.e.f. 29.01.2018 till 04.04.2021 as per provisions of section 18(1) of the Act read with rule 15 of the rules and as per section 19(10) of the act.

H. Directions of the authority

38. 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., 29.01.2018 till the date of offer of possession i.e., 04.02.2021 + 2 months i.e., 04.04.2021 to the complainants as per section 19(10) of the Act.

- ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order and thereafter monthly payment of interest to be paid till date of handing over of possession shall be paid on or before the 10th of each succeeding month.
- iii. The complainants are also directed to pay the outstanding dues, if any.
- iv. The respondent shall not charge anything from the complainants which is not part of the builder buyer agreement.

39. Complaint stands disposed of.

40. File be consigned to registry.


(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.03.2022