BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 4097 of 2020
First date of hearing: 08.01.2021
Date of decision : 21.07.2022

1. Mohender Kathuria
2. Seema Kathuria
Both R/O: 14/1107, Heritage City, M.G Road, Gurgaon, Haryana-122002

Complainants

Versus

M/S Ireo Private Limited
Regd. Office: - A-11, First Floor, Neeti Bagh, New Delhi-110049
Also, at: 5th Floor, Orchid Center, Golf Course Road, Sector-53, Gurgaon, Haryana-122002

Respondent

CORAM:
Dr. K.K Khandelwal — **Chairman**
Shri Vijay Kumar Goyal — **Member**

APPEARANCE:
Ms. Neha Gupta — Advocate for the complainants
Shri M.K Dang — Advocate for the respondent

ORDER

1. The present complaint dated 10.11.2020 has been filed by the complainant/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 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 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	"Ireo Gurgaon Hills', Gurgaon- Faridabad Road, Village Gwal Pahari, Tehsil Sohna, Gurugram, Haryana.
2.	Licensed area	11.07 acres
3.	Nature of the project	Group Housing
4.	DTCP license no.	36 of 2011dated 26.04.2011
	License valid up to	25.04.2026
	Licensee	M/s Nucleus Conbuild Pvt. Ltd.
5.	RERA registered/not registered	Not registered

6.	Unit no.	B24_41, 23rd Floor, Tower-B (annexure C-2 on page no. 32 of complaint)
7.	Unit measuring	6388.05 sq. ft. of super area (annexure C-2 on page no. 32 of complaint)
8.	Date of booking	28.10.2011 (annexure C-2 on page no. 32 of complaint)
9.	Date of approval of building plans	17.05.2012 (annexure R-33 on page no. 81 of reply)
10.	Date of allotment	03.07.2012 (annexure C-1 on page no. 21 of complaint)
11.	Date of execution of flat buyer's agreement	06.11.2012 (annexure C-2 on page no. 29 of complaint)
12.	Date of environment clearance	26.06.2013 (annexure R-34 on page no. 87 of reply)
13.	Date of consent to establish	21.08.2013 (annexure R-34A on page no. 93 of reply)
14.	Date of firefighting scheme	26.12.2013 (annexure R-35 on page no. 98 of reply)
15.	Payment plan	Construction Linked Payment Plan (page no. 91 of complaint)
16.	Total consideration	Rs. 5,72,17,194/-

		(as per payment plan on annexure C-2 on page no. 91 of complaint)
17.	Total amount paid by the complainants	Rs. 5,10,45,948/- (as alleged by the complainants)
18.	Due date of delivery of possession	17.11.2015 (As per clause 14.3 of the apartment buyer's agreement- within 42 months from the date of approval of the building plans and/or fulfilment of the preconditions imposed thereunder along with 180 days grace period to allow for unforeseen delays) **Note:** **1.Calculated from date of approval of building plan.** **2. Grace period of 180 days is not allowed in the present case.**
19.	Offer of possession	Offer for interior works made on 20.03.2017
20.	Occupation certificate	Not obtained

B. Facts of the complaint

The complainants have submitted as under:

3. That the complainants on 28.10.2011 applied for booking an apartment unit in the project "Ireo Gurgaon Hills" situated in Village Gwal Pahari, Tehsil Sohna, District Gurgaon, Haryana.
4. That the complainants, as per the schedule of payment were made to pay Rs.45,00,000/-before the execution of the apartment buyers' agreement.
5. That the complainants thereafter were issued an allotment letter dated 03.07.2012, whereby flat number B24_41, being a residential apartment having area of 6388.05 sq. ft. on floor 23, tower B along with one parking was allotted to them for the total consideration of Rs. 5,07,84,998/-.
6. That thereafter on 06.11.2012, builder buyer agreement has been executed. As per the agreement, specifically under clause 14.3 of apartment buyer's agreement, the possession of the subject apartment was to be handed over to the complainants after the expiry of 42 months along with 180 days grace period from the date of approval of building plans, obtained on 17.05.2012. Therefore, the due date of possession as per the agreement is 17.02.2016.
7. That the complainants availed a loan from ICICI Bank for the amount of Rs. 4,30,00,000/- sanctioned on 14.12.2015 out of which Rs. 4,11,80,014/- was disbursed. It is pertinent to mention that they are till date paying back the loan through EMIs and due to the additional delay by the respondent they are

paying added interest on the loan and the respondent is liable to compensate the complainants for the same.

8. That they thereafter made regular payment of their instalments by 10.04.2017 and have made the total payment of Rs. 5,10,45,948/- and had therefore made full payment towards the consideration of the subject apartment.

9. That the complainants after the passing of the due date of possession i.e., 17.02.2016, enquired from the respondent regarding the status of possession of the subject apartment. However, no response was received from the respondent.

10. That thereafter they kept visiting the office of the respondent and followed up multiple times regarding the status and delivery of possession of the subject apartment but were only given vague and false assurances that the same would be completed soon. However, till date, the subject project of the respondent has not been constructed, even after the inordinate delay of more than 4.5 years.

C. Relief sought by the complainants:

11. The complainants have sought following relief(s):

(i) Direct the respondent to handover possession of the subject unit to the complainants.

(ii) Direct the respondent to pay compensation for delay on the deposited amount of Rs. 5,10,45,948/- at the rate of 18% p.a. on the amounts from the respective dates of deposit.

12. 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.

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

I. That the complaint is neither maintainable nor tenable and is liable to be out-rightly dismissed. The apartment buyer's agreement was executed between the complainants and the respondent prior to the enactment of the Real Estate (Regulation and Development) Act, 2016 and the provisions laid down in the said Act cannot be applied retrospectively.

II. That there is no cause of action to file the present complaint.

III. That the complainants have no locus standi to file the present complaint.

IV. That the complainants are estopped from filing the present complaint by their own acts, omissions, admissions, acquiescence's, and laches.

V. 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 i.e., clause 36 of the buyer's agreement.

14. That the complainants have not approached this authority with clean hands and have intentionally suppressed and concealed the material facts. The conduct of the complainants has been malafide and they are not entitled to any relief at all. The complainants, after checking the veracity of the project namely, 'Ireo-Gurgaon Hills' had applied for allotment of an apartment vide the booking application form and agreed to be bound by its terms and conditions.

15. That based on the said application, respondent vide its allotment offer letter dated 03.07.2012 allotted to the complainant's apartment no. B24_41 in tower B in a bare shell condition having tentative super area of 6388.05 sq. ft. for a sale consideration of Rs. 5,71,65,706/-. It was submitted that three copies of the apartment buyer's agreement were signed and executed on 06.11.2012. It is pertinent to mention herein that when the complainants had booked the unit with the respondent, the Real Estate (Regulation and Development) Act, 2016 was not in force and the provisions of the same cannot be applied retrospectively. Furthermore, the apartment was in bare shell condition as provided in recitals 'E' and 'H' of the agreement and the complainants were to carry out interior work as per specifications stated in annexure I and annexure V of the agreement.

16. That the respondent raised payment demands from the complainants in accordance with the agreed terms and

conditions of the allotment as well as of the payment plan and they defaulted from the very inception. It is pertinent to mention here that the respondent had raised the first instalment demand on 23.05.2012 for the net payable amount of Rs. 59,47,676/-. However, the complete amount was credited only after reminders dated 18.06.2012 and 19.06.2012 were sent by the respondent.

17. That the respondent had raised the payment request for third instalment dated 06.09.2013 for net payable amount of Rs. 61,56,802/-. However, the said amount was remitted by the complainants only after reminders dated 02.10.2013 and 23.10.2013 and final notice dated 15.11.2013. Vide payment requests dated 13.11.2014, respondent raised the demand for fourth instalment of net payable amount of Rs. 63,76,934/-. However, the complainants failed to pay the whole amount despite reminders dated 09.12.2014 and 30.12.2014 and final notice dated 20.01.2015 and the respondent had to adjust the due amount in the next instalments as arrears.
18. That vide payment request letter dated 04.05.2015, respondent raised the sixth instalment demand for the net payable amount of Rs.34,40,887/-. However, the complainants failed to remit the amount despite reminder dated 30.05.2016 and the remaining due amount was adjusted in the next instalment demand as arrears.

19. That vide payment request letter dated 27.05.2016, respondent raised the seventh instalment demand for the net payable amount of Rs. 75,04,021. Yet again, the complainants failed to pay the complete outstanding amount despite reminders dated 22.06.2015 and 13.07.2015 and the remaining due amount was adjusted in the next payment instalment as arrears.

20. That vide payment request letter dated 29.06.2015, the respondent raised the eighth instalment demand for the net payable amount of Rs. 77,11,281/-. Yet again, the complainants failed to pay the complete outstanding amount despite reminders dated 25.07.2015 and 17.08.2015 and final notice dated 04.08.2015 and the remaining due amount was adjusted in the next payment instalment as arrears.

21. That vide payment request letter dated 05.10.2015, the respondent raised the ninth instalment demand for the net payable amount of Rs. 30,58,386.37. However, the complainants failed to remit the amount despite reminders dated 02.11.2015 and 24.11.2015 and final notice dated 07.01.2016 and the remaining due amount was adjusted in the next payment instalment as arrears.

22. That vide payment request letter dated 23.12.2015, the respondent raised the tenth instalment demand for the net payable amount of Rs. 57,08,093.24. However, the complainants made the payment only after reminders dated

18.01.2016 and 15.02.2016 and letter dated 16.02.2016 were sent by the respondent.

23. That vide payment request letter dated 17.08.2016, the respondent raised the twelfth instalment demand for the net payable amount of Rs. 26,53,515.11. However, the complainants made the payment only after reminders dated 12.09.2016 and 06.10.2016.

24. That the possession of the unit was to be offered to the complainants in accordance with the agreed terms and conditions of the buyer's agreement. It was submitted that clause 14.4 of the buyer's agreement and clause 54 of the schedule-I of the booking application form states that the 'subject to force majeure, as defined herein and further subject to the allottee having complied with all formalities or documentation as prescribed by the company, the company proposes to offer the possession of the said apartment to the allottee within a period of 42 months from the date of approval of the building plans and/or fulfilment of the preconditions imposed thereunder (Commitment Period). The allottee further agrees and understands that the company shall additionally be entitled to a period of 180 days (Grace Period) ...! The complainants vide clause 14.6 of the buyer's agreement and clause 55 of the Schedule - I of the booking application form had further agreed to the 'extended delay period' of 12 months from the end of grace period. From the aforesaid terms of the buyer's

agreement, it is evident that the time was to be computed from the date of receipt of all requisite approvals. Even otherwise the construction can't be raised in the absence of the necessary approvals. It is pertinent to mention here that it has been specified in Sub- clause (v) of clause 17 of the approval of building plan dated 17.05.2012 of the said project that the clearance issued by the Ministry of Environment and Forest, Government of India has to be obtained before starting the construction of the project.

25. It is submitted that the environment clearance for construction of the said project was granted on 26.06.2013. Furthermore, in clause 1 of Part-A of the environment clearance dated 26.06.2013 it was stated that consent for establish shall be obtained from Haryana State Pollution Control Board under air and water Act before the start of any construction work at site.

26. That the consent for establish for construction of the said project was granted on 21.08.2013. Further approval from department of mines and geology to start excavation for development of the project was granted on 05.09.2013.

27. That the last of the statutory approvals which forms a part of the preconditions was the fire scheme approval. The respondent company applied for grant of fire scheme approval vide application dated 07.08.2012 and the same was received only on 26.12.2013 and that the time period for offering the possession, according to the agreed terms of the buyer's

agreement, would have expired only on 26.12.2018. However, the said period was subject to the occurrence of any force majeure condition beyond the reasonable control of the respondent and the complainants complying with their contractual obligations.

28. That respondent had intimated the construction status to the complainants and as per clause 13 of the apartment buyer's agreement invited them, vide its letter dated 20.03.2017 to start the interior works of the unit allotted to them by taking physical measurements along with the architects and by doing design management. However, the complainants failed to adhere to their obligations.

29. That the complainants failed to adhere to their contractual obligations of completing the interior design management and the respondent could not have waited endlessly and accordingly it applied for the grant of the occupation certificate on 24.09.2018.

30. That the DTCP, Haryana vide its letter dated 14.02.2019 intimated to the respondent that the building was not completed as per the approved building plans and that it shall not have any objection to getting the fitments and fixtures/remaining interior works of the flat completed either by the colonizer or through the allottees. The obligation of completing the interior works and design management was of the complainants and not of the respondent. However, the

respondent being a customer-oriented developer, completed the construction of the unit as per section 7.15 of the Haryana Building Code, 2017 which deals with the minimum provisions with regard to the dwelling unit, although the same was the liability of the complainants as per the terms of the buyer's agreement and the respondent again applied for the grant of the occupation certificate vide letter dated 13.08.2019. This fact was intimated to the complainants by the respondent vide its letter dated 22.08.2019.

31. That the implementation of the said project was hampered due to non-payment of instalments by the allottees like the complainants on time and also due to the events and conditions which were beyond the control of the respondent, and which have materially affected the construction and progress of the project. Some of the *force majeure* events/conditions which were beyond the control of the respondent and affected the implementation of the project and are as under

    I. Inability to undertake the construction for approx. 7-8 months due to Central Government's notification with regard to demonetization: The respondent had awarded the construction of the project to one of the leading construction companies of India. The said contractor/ company could not implement the entire project for approx. 7-8 months w.e.f. from 9-10 November 2016 the day when the Central Government issued notification

with regard to demonetization. During this period, the contractor could not make payment in cash to the labour. During demonetization, the cash withdrawal limit for companies was capped at Rs. 24,000 per week initially whereas cash payments to labour on the site of magnitude of the project in question is Rs. 3-4 lakhs approx. per day and the work at site got almost halted for 7-8 months as bulk of the labour being unpaid went to their hometowns, which resulted into shortage of labour. Hence the implementation of the project in question got delayed on account of the issues faced by contractor due to the said notification of Central Government.

That in view of the studies and reports, the said event of demonetization was beyond the control of the respondent. Hence the time period for offer of possession should deemed to be extended for 6 months on account of the above.

II. Orders passed by National Green Tribunal: In last four successive years i.e., 2015-2016-2017-2018, Hon'ble National Green Tribunal has been passing orders to protect the environment of the country and especially the NCR region. The Hon'ble NGT had passed orders governing the entry and exit of vehicles in NCR region. Also, the Hon'ble NGT has passed orders with regard to

phasing out the 10 years old diesel vehicles from NCR. The pollution levels of NCR region have been quite high for couple of years at the time of change in weather in November every year. The contractor of the respondent could not undertake construction for 3-4 months in compliance of the orders of Hon'ble National Green Tribunal. Due to this, there was a delay of 3-4 months as labour went back to their hometowns, which resulted in shortage of labour in April -May 2015, November-December 2016 and November- December 2017. The district administration issued the requisite directions in this regard.

In view of the above, construction work remained very badly affected for 6-12 months due to the above stated major events and conditions which were beyond the control of the respondent and the said period is also required to be added for calculating the delivery date of possession.

III. Non-Payment of Instalments by Allottees: Several other allottees were in default of the agreed payment plan, and the payment of construction linked instalments was delayed or not made resulting in badly impacting and delaying the implementation of the entire project.

IV. Inclement weather conditions viz. Gurugram: Due to heavy rainfall in Gurugram in the year 2016 and

unfavourable weather conditions, all the construction activities were badly affected as the whole town was waterlogged and gridlocked as a result of which the implementation of the project in question was delayed for many weeks. Even various institutions were ordered to be shut down/closed for many days during that year due to adverse/severe weather conditions.

A. That the possession of the unit was supposed to be given in accordance with the terms and conditions of the booking application form as well the buyer's agreement after the grant of occupation certificate by the concerned authorities. Thus, after completing the construction of the project in a timely manner, the respondent has done everything within its power and control for obtaining occupation certificate.

B. That the complainants are real estate investors who have booked the unit in question with a view to earn quick profit in a short period. However, it appears that their calculations have gone wrong on account of slump in the real estate market and the complainants now wants to unnecessarily harass, pressurize and blackmail the respondent to submit to their baseless, false and frivolous pleas. Such malafide tactics of the complainants cannot be allowed to succeed.

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

E. I Territorial jurisdiction

33. 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

34. 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)(a)

> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as*

the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

35. 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 jurisdiction of the complaint w.r.t the apartment buyer's agreement executed prior to coming into force of the Act.

36. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the apartment buyer's agreement was executed between the complainants and the respondent prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively.

37. The authority is of the view that the provisions of the Act are quasi retroactive to some extent in operation and will be

applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. The Act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of ***Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)*** decided on 06.12.2017 and which provides as under:

> *"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter...*
>
> *122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive*

effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

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

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

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

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

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

40. 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:

> ***"36. Dispute Resolution by Arbitration***
> *"All or any disputes arising out or touching upon in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the Company, whose decision shall be final and binding upon the parties. The allottee hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or Advocate of the Company or is otherwise connected to the Company and the Allottee hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration*

proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereto and shall be held at the Company's offices or at a location designated by the said sole Arbitrator in Gurgaon. The language of the arbitration proceedings and the Award shall be in English. The company and the allottee will share the fees of the Arbitrator in equal proportion".

41. 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 judgments of the Hon'ble Supreme Court, particularly in ***National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506***, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause.

42. 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 Appellant 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."*

43. 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."*

44. 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 rights 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.

G. Findings regarding relief sought by the complainants.

(i) Direct the respondent to handover possession of the subject unit to the complainants.

(ii) Direct the respondent to pay compensation for delay on the deposited amount of Rs. 5,10,45,948/- at the rate of 18% p.a. on the amounts from the respective dates of deposit.

45. In the present complaint, the complainants intend to continue with the project and are 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."

46. Clause 14.3 of the apartment buyer's agreement (in short, the agreement) dated 06.11.2012, provides for handing over possession and the same is reproduced below:

> *"**14.3** Subject to Force Majeure, as defined herein and further subject to the Allottees having complied with all its obligations under the terms and conditions of this Agreement and not having defaulted under any provision(s) of this Agreement including but not limited to the timely payment of all dues and charges including the total Sale Consideration, registration charges, stamp duty and other charges and also subject to the Allottees having complied with all formalities or documentation as prescribed by the Company, the company proposes to offer the possession of the said apartment to the allottees within a period of 42 months from the date of approval of the Building plans and/or fulfilment of the preconditions imposed thereunder ("**Commitment Period**"). The Allottees further agrees and understands that the company shall additionally be entitled to a period of 180 days ("**Grace Period**"), after the expiry of the said Commitment Period to allow for unforeseen delays beyond reasonable control of the company."*

47. 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.

48. 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 allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the

promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the apartment buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

49. The respondent promoter has proposed to handover the possession of the subject apartment within a period of 42 months from the date of approval of building plans and/or fulfilment of the preconditions imposed thereunder plus 180 days grace period for unforeseen delays beyond the reasonable control of the company i.e., the respondent/promoter.

50. Further, in the present case, it is submitted by the respondent promoter that the due date of possession should be calculated from the date of fire scheme approval which was obtained on 26.12.2013, as it is the last of the statutory approvals which forms a part of the preconditions. The authority in the present case observes that, the respondent has not kept the reasonable balance between his own rights and the rights of the complainants/allottees. The respondent has acted in a pre-

determined and preordained manner. The respondent has acted in a highly discriminatory and arbitrary manner. The unit in question was booked by the complainants on 28.10.2011 and the apartment buyer's agreement was executed between parties on 06.11.2012. The date of approval of building plan was 17.05.2012. It will lead to a logical conclusion that the respondent would have certainly started the construction of the project. On a bare reading of the clause 14.3 of the agreement reproduced above, it becomes clear that the possession in the present case is linked to the "fulfilment of the preconditions" which is so vague and ambiguous in itself. Nowhere in the agreement it has been defined that fulfilment of which conditions forms a part of the pre-conditions, to which the due date of possession is subjected to in the said possession clause. If the said possession clause is read in entirety, the time period of handing over possession is only a tentative period for completion of the construction of the flat in question and the promoter is aiming to extend this time period indefinitely on one eventuality or the other. Moreover, the said clause is an inclusive clause wherein the "fulfilment of the preconditions" has been mentioned for the timely delivery of the subject apartment. It seems to be just a way to evade the liability towards the timely delivery of the subject apartment. According to the established principles of law and the natural justice when a certain glaring illegality or

irregularity comes to the notice of the adjudicator, the adjudicator can take cognizance of the same and adjudicate upon it. The inclusion of such vague and ambiguous types of clauses in the agreement which are totally arbitrary, one sided and totally against the interests of the allottees must be ignored and discarded in their totality. In the light of the above-mentioned reasons, the authority is of the view that the date of sanction of building plans ought to be taken as the date for determining the due date of possession of the unit in question to the complainants.

51. Here, the authority is diverging from its earlier view i.e., earlier the authority was calculating/assessing the due date of possession from date approval of firefighting scheme (as it the last of the statutory approval which forms a part of the pre-conditions) i.e., 27.11.2014 and the same was also considered/observed by the Hon'ble Supreme Court in Civil Appeal no. 5785 of 2019 titled as ***'IREO Grace Realtech Pvt. Ltd. v/s Abhishek Khanna and Ors.'*** by observing as under: -

> *"With the respect to the same project, an apartment buyer filed a complaint under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (RERA Act) read with rule 28 of the Haryana Real Estate (Regulation & Development) rules, 2017 before the Haryana Real Estate Regulatory Authority, Gurugram (RERA). In this case, the authority vide order dated 12.03.2019 held that since the environment clearance for the project contained a pre-condition for obtaining fire safety plan duly approved by the fire department before the starting construction, the due date of possession would be*

required to be computed from the date of fire approval granted on 27.11.2014, which would come to 27.11.2018. Since the developer had failed to fulfil the obligation under Section 11(4)(a) of this Act, the developer was liable under proviso to Section 18 to pay interest at the prescribed rate of 10.75% per annum on the amount deposited by the complainant, upto the date when the possession was offered. However, keeping in view the status of the project, and the interest of other allottees, the authority was of the view that refund cannot be allowed at this stage. The developer was directed to handover the possession of the apartment by 30.06.2020 as per the registration certificate for the project."

52. On 23.07.2013, the building plans of the project were sanctioned by the Directorate of Town and Country Planning, Haryana. Clause 3 of the sanctioned plan stipulated that an NOC/ clearance from the fire authority shall be submitted within 90 days from the of issuance of the sanctioned building plans. Also, under section 15(2) and (3) of the Haryana Fire Service Act, 2009, it is the duty of the authority to grant a provisional NOC within a period of 60 days from the date submission of the application. The delay/failure of the authority to grant a provisional NOC cannot be attributed to the developers. But here the sanction building plans stipulated that the NOC for fire safety (provisional) was required to be obtained within a period of 90 days from the date of approval of the building plans, which expired on 23.10.2013. It is pertinent to mention here that the developers applied for the provisional fire approval on 24.10.2013 (as contented by the respondent herein the matter of Civil Appeal no. 5785 of 2019

titled as '***IREO Grace Realtech Pvt. Ltd. v/s Abhishek Khanna and Ors***.) after the expiry of the mandatory 90 days period got over. The application filed was deficient and casual and did not provide the requisite. The respondent submitted the corrected sets of drawings as per the NBC-2005 fire scheme only on 13.10.2014 (as contented by the respondent herein the matter of Civil Appeal no. 5785 of 2019 titled as '***IREO Grace Realtech Pvt. Ltd. v/s Abhishek Khanna and Ors.***), which reflected the laxity of the developers in obtaining the fire NOC. The approval of the fire safety scheme took more than 16 months from the date of the building plan approval i.e., from 23.07.2013 to 27.11.2014. The builders failed to give any explanation for the inordinate delay in obtaining the fire NOC. So, the complainants/allottees should not bear the burden of mistakes/ laxity or the irresponsible behaviour of the developer/respondent and seeing the fact that the developer/respondent did not even apply for the fire NOC within the mentioned time. It is a well settled law that no one can take benefit out of his own wrong. In light of the above-mentioned facts the respondent/ promoter should not be allowed to take benefit out of his own mistake just because of a clause mentioned i.e., fulfilment of the preconditions even when they did not even apply for the same in the mentioned time frame.

53. **Admissibility of grace period:** The respondent promoter had proposed to hand over the possession of the apartment within 42 months from the date of sanction of building plan and/or fulfilment of the preconditions imposed thereunder which comes out to be 17.11.2015. The respondent promoter has sought further extension for a period of 180 days after the expiry of 42 months for unforeseen delays in respect of the said project. The respondent raised the contention that the construction of the project was delayed due to *force majeure* conditions including demonetization and the order dated 07.04.2015 passed by the Hon'ble NGT including others.

(i) **Demonetization:** It was observed that due date of possession as per the agreement was 17.11.2015 wherein the event of demonetization occurred in November 2016. By this time, major construction of the respondents' project must have been completed as per timeline mentioned in the agreement executed between the parties. Therefore, it is apparent that demonetization could not have hampered the construction activities of the respondents' project that could lead to the delay of more than 2 years. Thus, the contentions raised by the respondent in this regard are rejected.

(ii) **Order dated 07.04.2015 passed by the Hon'ble NGT:** The order dated 07.04.2015 relied upon by the respondent promoter states that

> *"In these circumstances we hereby direct state of U.P., Noida and Greater NOIDA Authority, HUDA, State of*

Haryana and NCT, Delhi to immediately direct stoppage of construction activities of all the buildings shown in the report as well as at other sites wherever, construction is being carried on in violation to the direction of NGT as well as the MoEF guideline of 2010."

A bare perusal of the above makes it apparent that the above-said order was for the construction activities which were in violation of the NGT direction and MoEF guideline of 2010, thereby, making it evident that if the construction of the respondent' project was stopped then it was due to the fault of the respondent themselves and they cannot be allowed to take advantage of their own wrongs/faults/deficiencies. Also, the allottees should not be allowed to suffer due to the fault of the respondent promoter. It may be stated that asking for extension of time in completing the construction is not a statutory right nor has it been provided in the rules. This is a concept which has been evolved by the promoter themselves and now it has become a very common practice to enter such a clause in the agreement executed between the promoter and the allotee. It needs to be emphasized that for availing further period for completing the construction the promoter must make out or establish some compelling circumstances which were in fact beyond his control while carrying out the construction due to which the completion of the construction of the project or tower or a block could not be completed within the stipulated time. Now, turning to the facts of the present case the respondent promoter has not assigned such compelling reasons as to why and how it is be entitled for

further extension of time 180 days in delivering the possession of the unit. Accordingly, this grace period of 180 days cannot be allowed to the promoter at this stage.

54. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the rate of 18% p.a. however, 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.*

55. 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.

56. 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 is 7.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.80% per annum.

57. 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;"*

58. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 9.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delay possession charges.

59. The complainants booked a unit in the project of respondent known as Ireo Gurgaon hills on 28.10.2011 for a sum of Rs. 5,72,17,194/- under construction linked payment plan. The allotment of the unit was made in favour of complainants by the respondent on 03.07.2012. The buyer's agreement was executed between the parties on 06.11.2012. It is the case of complainants that on the basis of allotment and buyers' agreement they started depositing various amounts and paid a total sum of Rs. 5,10,45,948/- upto 10.04.2017. But despite paying that amount, the respondent/builder failed to offer possession and delayed the same on the one pretext and other. But the case of respondent/ builder is that though the complainants are its allottees and paid different amounts, but they were allotted the subject unit in a bare shell condition. The allottees failed to adhere the schedule of payment and committed default in the same, leading to issuance of various reminders annexure R2 to R-29 respectively. It was also pleaded that as per clause 'E' of the buyer's agreement the allotment of the residential unit was made in a bare shell condition/ unfurnished residential apartment.

60. It was further provided under clause 13.1 of the agreement that the company would permit the allottee to carry out the interior work in the said apartment prior to handing over its possession and such permission would not be construed as

and in no way entitle the allottee to have any right/ interest or title whatsoever in respect of the said apartment.

61. It was further agreed upon between the parties as per clause 13.3 of the agreement, the allottee would complete the interior work of the said apartment within a period of 9 months from the date of grant of permission for interior works and that period could be extended up to 12 months failing which the allotment of the apartment was liable to be cancelled. A period of 42 months with a grace period of 180 days for completion of the project and handing over possession of the allotted unit was agreed to be given to the builder as evident from clause 14.3 of the agreement. The specifications of the works of interiors were also agreed upon between the parties as per annexure – I at page 66 of reply. In pursuant to provisions of buyer's agreement, the respondent builder sent an intimation to the complainants for interiors of allotted unit vide letter dated 20.03.2017[annexure R-36 on page no. 99 of reply] besides directing them to clear the dues. So, in such a situation when the allottees have failed to fulfil their obligations as per terms and conditions of agreement and commitments with regard to getting interiors of the allotted unit they are neither entitled to seek possession of the allotted unit nor the delayed possession charges.

62. Section 13(1) of the Act, 2016 prescribes receipt of not more than 10% of the cost of the unit as advance payment without

first entering into written agreement for sale and sub clause 2 provides the agreement for sale to be in such form as may be prescribed as shall specify the particulars of development of the project including the construction of the building and apartments along with specifications and internal development works and external development works, the dates and the manner by which the payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.

63. Similarly, section 19(6)(7) of the Act, 2016 provides for the responsibility of allottee to make necessary payments and the interest at the prescribed rate. It is matter of fact that on the basis of application dated 28.10.2011 the complainants were allotted the subject unit on 03.07.2012 for a total sum of Rs. 5,72,17,194/-. It led to execution of buyer's agreement between the parties on 06.11.2012. As per clause 14.3 of the agreement the due date of possession of the unit comes to 17.11.2015 but while executing buyers' agreement on 06.11.2012 it was mentioned to the allottees that they would be given the apartment in a bare shell /unfurnished condition (clause E of the agreement). Similarly, as per clauses 13.1 and

13.3 of the agreement the allottees were to be permitted to carry out interior work prior to handing over of possession and the time agreed upon in this regard was 9-12 months. No doubt, there was delay in sending an intimation with regard to interiors to the claimants as due date has already expired on 17.11.2015 but can the allottees be given benefit of their own wrong and wriggle out their commitments as per the terms and conditions embodied in the buyer's agreement. The answer is in negative. After completion of the construction, the respondent/builder applied for occupation certificate on 24.09.2018 with subsequent reminders dated 03.12.2018, 09.01.2019, 10.06.2019, 14.06.2019 and 03.10.2019 respectively and vide orders dated 02.08.2021 passed by DTCP, the following observations were made: -

> *(v) The case for grant of occupation certificate be put up without any further loss of time.*
> *(vi) The occupation certificate shall be released on the fulfillment of the following conditions:*
> *(d) Renewal of Licenses.*
> *(e) Revalidation of building plans.*
> *(f) Submission of report from HVPNL within a period of 60 days from the date of grant of occupation certificate as no such condition was imposed while approval of building plans.*
> *(vii) The occupation certificate is being granted in order to give possession to the allottees to complete internal works as per the approved building plans.*
> *(viii) No deviation from approved building plans is allowed as the same may effect the structural safety aspects, however, the department shall not have any objection if any internal wall is not construed.*

64. There is nothing on record to show in pursuant to that order any occupation certificate of the project has been received and the possession of the subject unit has been offered to the complainants. However, as per the details given above the due date for completion of the project and handing over the possession to the complainants has already expired on 17.11.2015 and the respondent/builder offered the subject unit to the complainants for interiors on 20.03.2017. So, for that period, they are certainly entitled to DPC at the prescribed rates. The authority allows DPC from the due date of possession i.e., 17.11.2015 till 20.03.2017 (invitation to start the interior work) and declines to allow DPC beyond that period due to failure of the complainants to comply with contractual obligations as per buyers' agreement.

65. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of apartment buyer's agreement executed between the parties on 06.11.2012, the possession of the booked unit was to be delivered within 42 months from the date of approval of building plan (17.05.2012) which comes out to be 17.11.2015. The grace period of 180 days is not allowed in the present complaint for the reasons mentioned above. Accordingly, 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 complainants are entitled to delayed possession charges at the prescribed rate of interest i.e., 9.80% p.a. for every month of delay on the amount paid by them to the respondent till the offer for start of interior work has been made on i.e., 20.03.2017 as per rules 15 of the Act.

H. Directions of the authority: -

66. Hence, the authority hereby passes this order and issue 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 sec 34(f) of the Act:

i. The respondent is directed to pay the interest at the prescribed rate i.e., 9.80 % per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 17.11.2015 till the offer for interior works has been made i.e., 20.03.2017.

ii. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order.

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.80% 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.

iv. The respondent shall not charge anything from the complainants which is not part of the apartment buyer's agreement.

67. Complaint stands disposed of.

68. File be consigned to the registry.

(Vijay Kumar Goyal)
Member

(DR. K.K Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 21.07.2022