

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

Complaint no.:	1136 of 2019
First date of hearing:	02.09.2019
Date of decision:	12.07.2022

1. Mr. Pankaj Nigam,
2. Mrs. Snehal Nigam Mahajan
R/o T-2/1304, Park View Residency, Bestech
Apartments, Palam Vihar, Gurugram, Haryana- 122017. **Complainants**

Versus

M/s Ansal Housing and Construction Ltd.
Office address: 15, UGF, Inderprakash 21, Barakhamba
Road, New Delhi.

Respondent

CORAM:

Dr. K.K Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Dharmender Sehrawat (Advocate)
Meena Hooda (Advocate)

**Complainants
Respondent**

ORDER

1. The present complaint dated 19.03.2019 has been filed by the complainants/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided under the

provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	"Ansal Hub 83 Boulevard", Sector-83, Gurugram
2.	Total area of the project	2.60 acres
3.	Nature of the project	Commercial complex part of residential colony
4.	DTCP license no.	113 of 2008 dated 01.06.2008 valid up to and 71 of 2010 dated 15.09.2010 valid up to
5.	Name of licensee	Buzz Estate Pvt. Ltd. & others.
6.	Registered/not registered	Registered vide no. 09 of 2018 dated 08.01.2018 for 2.80 acres Valid up to 31.12.2020
7.	Unit no.	F-004 [annexure P3, pg. 52 of complaint]
8.	Area of the unit	329 sq. ft. [annexure P3, pg. 52 of complaint]
9.	Date of execution of buyer's agreement	31.12.2014 [annexure P3, pg. 49 of complaint]
10.	Possession clause	30 <i>The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject</i>

		<p><i>to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit.</i></p> <p><i>(Emphasis supplied)</i></p> <p><i>[page 55A of complaint]</i></p>
11.	Due date of possession	31.12.2018 (Note: 42 months from date of agreement i.e., 31.12.2014 as the date of start of construction is not known + 6 months grace period allowed being unqualified)
12.	Delay in handing over possession till the date of filing of this complaint i.e., 18.03.2019	2 months 18 days
13.	Basic sale consideration as per HBA at page 52 of complaint.	₹ 31,99,294/-
14.	Total amount paid by the complainants as per sum of receipts	₹ 10,55,369/-
15.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainants pleaded the complaint on the following facts:

- a. The respondent is a real estate developer and have been developing various residential/commercial projects in and around NCR region. The respondent approached to the complainants in the month of June 2014 and represented that a project named "ANSALS HUB 83 BOULEVARD" is being developed by the respondent by entering into an MOU dated 12.04.2013 with Samyak Projects Pvt Ltd (SPPL) whereby the developer is fully competent to undertake, market and sell the proposed project called "Ansals HUB 83

Boulevard". The said commercial project will be undertaken by the respondent on the project property in terms of the license/permissions granted by the DGTCP Haryana and other Government Authorities. The building plans for the project have been duly approved by DGTCP Haryana vide Memo No. ZP-952/AD (RA)/2014/16361 dated 25.07.2014.

- b. The respondent planned to develop a commercial complex on the said land by constructing thereon shops/offices for commercial purpose. The representatives of respondent informed and assured the complainants that the construction will commence within a month's period i.e., maximum by the end of July 2014 and possession will be handed over within the period of 42 months. Thus, believing upon the representations and assurances of the respondent, the complainants made an application for booking the unit on 12.07.2014 and thus were allotted a unit bearing no. F-004. In pursuance of the booking, the complainants also made a payment of Rs.3,50,000/- (Rupees Three Lacs Fifty Thousand Only) on 12.7.2014. The said amount was accepted and acknowledged by the respondent and a receipt in this regard was duly issued by the officials of the respondent. The complainants made several requests to execute the developer buyer agreement, but the respondent had deliberately delayed the same.
- c. That thereafter the respondent kept on demanding money from the complainants on false pretexts such as raising the construction at a very fast pace and the complainants with a hope that the possession of the unit will be handed over in some time after completion of construction, continued to pay the same on good

- faith, but all the demands made by the respondent were not as per the level of construction.
- d. The total consideration of the unit was Rs. 33,85,448.78/- (Rupees thirty-three lakhs eighty-five thousand four hundred forty-eight and paise seventy-eight only) and the payment plan opted was construction linked. It is pertinent to mention that the complainants had paid considerable amount fulfilling each and every demand of the respondent that have arisen from time to time. Till date an amount of Rs. 10,55,369/- (Rupees ten lakhs fifty-five thousand three hundred & sixty-nine only) has been paid to the respondent for the unit F-004 in "ANSALS HUB 83 BOULEVARD". The complainants have made payments on the demands of the respondent and the same were duly accepted and receipts were issued against the payments made.
- e. That the complainants have sent a letter dated 20.04.2018 seeking the progress of the construction and requesting for handing over the possession of the said unit, which was duly received by the respondent but there was no response from the respondent with regard to the same.
- f. That as huge time had been lapsed, the complainants therefore made several calls to the customer care and marketing departments to seek status of the construction, but the complainants were never provided with a satisfactory response and the representatives of respondent made false and frivolous statements that the construction is in full swing, and the unit shall be handed over within the agreed time. Thereafter the complainants had visited the site in the month of January 2019 and

were shocked to realize that the project was getting delayed as no construction was being carried out. The complainants noticed that external work, the land scape work and other such developments and facilities have not been completed till date and interestingly till date the project is far from completion.

- g. The developer buyer agreement stated that time was the essence of the contract, and it was incumbent upon the builder i.e., the respondent to develop and hand over possession of the said shop as per the timeframe set out in the agreement. It is to be mentioned here that the project is not complete till date and clause 34 of the developer buyer agreement states that *"The developer would pay to the buyer @Rs. 5/- per sq. ft. per month on super area for any delay in offering possession of the unit as mentioned in clause no. 30 above after adjusting all dues including unpaid interest on account of late payment and any amount of interest of interest waived earlier on the said unit."* Clause 30 states that *"The developer shall offer the possession of the unit any time, within the period of 42 months from the date of execution of agreement. Further, there shall be a grace period of 6 months allowed to the developer over and above in offering the period of 42 months as above in offering the possession of the unit"*. Hence, it is averment from the above that the respondent is liable to compensate because the time frame of handing over the possession has been lapsed and there is a huge delay in handing over the possession of the shop.
- h. That almost a period of 57 months has been lapsed from the date of booking of the unit and further a period of almost 51 months have gone since the agreement was executed between the

complainants and the respondent. Despite passing of huge time, the respondent had deliberately failed to handover the possession of the unit to the complainants.

- i. The complainants avert that in view of the principle of the parity, the respondent is also liable to pay interest as per RERA ACT/ Regulation in case of any default on their part. They are also liable to pay pendent lite interest and further interest till date of actual possession of the unit.

C. Relief sought by the complainants:

4. The complainants have sought following reliefs:
 - a. Direct the respondent to refund entire amount paid by the complainants along with the interest.
 - b. Compensation for mental agony.
5. Any On the date of hearing, the authority explained to the respondents/promoters about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds:
 - a. The respondent is a public limited company registered under the Companies Act, 1956, having its registered office at 606, Indraprakash, 21 Barakhamba Road, New Delhi-110001. The present reply is being filed by the respondent through its duly authorized representative named Mr. Vaibhav Chaudhary.
 - b. The project named "ANSAL HUB 83 BOULEVARD" is being developed on a commercial piece of land measuring an area of 2.60 acres equivalent to 20 Kanal 16 Marla comprised in Khewat No.101,

Khata No.110, Rect. No.58, Killa No.20/2 Min (1-3), 20/1/2 Min (0 8), 21/1/1 Min (2-9), Rect. No.59, Killa No.16/1/2 (0-19), 16/2/1 (2 11), 25/1/2 Min (5-17) total land measuring 13 Kanal 7 Marla and Khewat No.292, Khata No.316, Rect. No.59, Killa No.25/1/3 Min (0 5), 25/2 Min (0-8), Rect. No.62, Killa No.5 Min (1-18), total land measuring 2 Kanal 11 Marla, situated win Village Sihi, Tehsil & Dis Gurugram in Sector-83, of Gurugram-Manesa Urban Complex Master Plan 2021 (Project-2). This is part of the residential colony named, Vatika India Next, being developed by Vatika Ltd., in terms of Licence No.113 of 2008 dated 01.06.2008 and Licence No.71 of 2010 dated 15.09.2010 spread over Sector-82, 82A, 83 and 85 of Gurugram - Manesar Urban Complex.

- c. The Vatika Ltd. agreed to sell/transfer the project land together with complete rights/title and interest therein to one M/s Abhash Developers Pvt. Ltd., vide agreement dated 21.01.2013.
- d. That by a Tripartite Agreement dated 01.04.2013, M/s Abhash Developers Pvt. Ltd., Vatika Ltd. and Samyak Projects Pvt. Ltd. agreed to transfer the project land together with complete rights /title and interest thereon to SPPL.
- e. That SPPL had entered into an MOU dated 12.04.2013 with Ansal Housing and Construction Ltd. (developer) whereby the development and marketing of the commercial project undertaken by the developer on the project property in terms of the license /permission granted by the DGTCP, Haryana and other government authorities. The building plans for the project have duly been approved by the DGTCP, Haryana vide Memo No. ZP-952/AD (RA)/2014/16361 dated 25.07.2014.

- f. That, the respondent project is already registered with the Hon'ble Authority.
- g. That the complainants have paid a sum of only Rs. 4, 60,000/- for the entire unit till date. On the contrary the total cost of the project is Rs. 23, 20,866.75/-. The project Ansal HUB-83 Boulevard is a construction link plan (CLP), but the complainants were it habitual defaulter but even after several reminders he did not pay the dues to the respondent and as such been defaulters he deserves no relief from the Hon'ble Authority.
- h. That the builder construction plan of the project namely Ansal Hub-83, Boulevard was sanctioned in 25.07.14 due to several force majeure which are beyond the control of the respondent. It is necessary to mention that the project is registered in HARERA and during registration the date of possession which was allowed by the Hon'ble Authority in December 2020.
- i. That, the complaint filed by the complainants is highly misplaced, misconceived and is not at all maintainable before this Hon'ble Authority under the facts and circumstances as aforesaid.
- j. That, without prejudice to the aforesaid and the rights of the respondent, it is submitted that the respondent would have handed over the possession to the complainants well within time had there been no force majeure circumstances beyond the control of the respondent, there had been several circumstances which were absolutely beyond and out of control of the respondent such as orders. dated 16.07.2012, 31.07.2012 and 21.08.2012 of the Hon'ble Punjab & Haryana High Court duly passed in Civil Writ Petition No.20032 of 2008 whereby ground water extraction was

banned in Gurgaon; Orders passed by National Green Tribunal whereby mining of sand in Haryana and Rajasthan was banned, Reservation agitation in Haryana; orders of National Green Tribunal to stop construction to prevent emission of dust in the month of April, 2015 and again in November, 2016; demonetization etc. adversely effected the progress of the project. That the respondent would pay the respondent appropriate compensation as per the terms and conditions of the said allotment letter duly executed by the complainants.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. Territorial jurisdiction

9. 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

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

Section 11

....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

11. 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.
12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra)* and reiterated in case of *M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022* wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a

conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. If the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainants

F.I. Direct the respondent to refund entire amount paid by the complainants along with the interest.

14. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference: -

"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. -

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

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."

(Emphasis supplied)

15. Clause 30 of the BBA dated 31.12.2014 provides for the handing over of possession and is reproduced below for the reference:

"30. The developer shall offer possession of the unit any time, within a period of 42 months from the date of execution of the agreement or within 42 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 42 months as above in offering the possession of the unit."

16. 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 application, and the complainants not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoters and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoters 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 flat buyer agreement

by the promoters are 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.

Admissibility of grace period: The promoter has proposed to hand over the possession of the apartment within a period of 42 months plus 6 months from date of agreement or the date of commencement of construction which whichever is later. The due date of possession is calculated from the date of execution of agreement i.e., 31.12.2014. The period of 42 months expired on 30.06.2018. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the possession clause accordingly, the grace period of 6 months is allowed to the promoter being unqualified.

17. **Admissibility of refund along with prescribed rate of interest:** The complainants is seeking refund the amount paid along with interest at the prescribed rate. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided 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."

18. 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.
19. 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., **12.07.2022** is 7.50%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.50%.
20. Keeping in view the fact that the allottee complainants wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016. The due date of possession as per agreement for sale as mentioned in the table above is 31.12.2018 and there is delay of 2 months 18 days on the date of filing of the complaint.
21. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021:***

"... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees

cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project...."

22. Further in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** it was observed:

"25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed"

23. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

24. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.
25. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 10,55,369/- with interest at the rate of 9.50% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

F.II. Compensation for mental agony.

26. The complainants in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority

27. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of

obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to refund the entire amount of Rs. 10,55,369/- paid by the complainants along with prescribed rate of interest @ 9.50% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017 from the date of each payment till the date of refund of the deposited amount.
- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
- iii. The respondent builder is directed not to create third party right against the unit before full realization of the amount paid by the complainant. If any transfer is initiated with respect to the subject unit, the receivable from that property shall be first utilized for clearing dues of the complainant-allottee.

28. Complaint stands disposed of.

29. File be consigned to registry.

v.i - s →
(Vijay Kumar Goyal)

Member


(Dr. K.K. Khandelwal)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.07.2022