

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

Complaint no.	:	698 of 2021
Date of filing complaint:		22.02.2021
First date of hearing:		24.03.2021
Date of decision	:	14.09.2022

Sridhar Gajula R/O: 6828, Sigma Lane, Texas, 75035, Frisco, 75035, Usa	Complainant
Hans Propcon Pvt. Ltd Regd. office: Paras twin towers, tower b, 6th floor, golf course road, sector-54, gurugram-122002 M Three M India Private Limited Regd. office: M3m Cosmopolitan 12th Floor Golf Course Road Extension Sector 66	Respondents

CORAM:	
Shri KK Khandelwal	Chairman
Shri Ashok Sangwan	Member
Shri Sanjeev Kumar Arora	Member
APPEARANCE:	
Sh. Akshay Goel (Advocate)	Complainant
Ms. Shriya Takkar (Advocate)	Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions

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

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	M3M The Marina situated at Sector-68, Gurgaon, Haryana
2.	Project Area	13.2118 acres
2.	Nature of the project	Group Housing Colony
3.	DTCP License no. & validity status	93 of 2014 dated 13.08.2014 valid up to 12.08.2024
4.	Name of licensee	Glory Infracon Pvt. Ltd. and 3 others
5.	RERA registered / not registered	Registered vide no. 57(a) of 2017 dated 17.08.2017
6.	Rera Registration valid upto	30.11.2022
7.	Unit no.	MRTW-03/1502, Tower 03, level 15 (Annexure A -page no. 15 of the agreement)
8.	Unit admeasuring	1304 sq. ft. (Annexure A -page no. 15 of the agreement)
9.	Date of allotment	13.03.2015 (Page 58-60 of the reply)



10.	Date of builder buyer agreement	10.06.2016 (Page no. 30 of the complaint)
11.	Possession Cluse	<p><i>"16.1 The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Apartment within a period of Forty Eight (48) months from the date of commencement of construction which shall mean the date of laying of the first plain cement concrete/mud-mat slab of the Tower or the date of the execution of this Agreement, whichever is later ("Commitment Period"). Should the possession of the Apartment not be given within the Commitment Period, the Allottee agrees to an extension of One Hundred and Eighty (180) days ("Grace Period") after expiry of the Commitment Period for handing over the possession of the Apartment. In case of failure of the Allottee to make timely payments of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, despite acceptance of delayed payment along with interest or any failure on the part of the Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be binding upon the Company with respect to the handing over of the possession of the Apartment."</i></p> <p>(Emphasis supplied).</p>
12.	Due date of delivery of possession	11.07.2021 (Due date of possession is calculated from the date of mud slab i.e 11.01.2017)
13.	Total sale consideration	Rs 1,07,05,633 /-

		(As per payment plan page 72 of the complaint)
14.	Total amount paid by the complainant	Rs 33,05,012/- (As per promoter information page 3)
15.	Occupation certificate	14.09.2020 (Page 124-126 of reply)
16.	Offer of possession	18.09.2020
17.	Pre cancellation notice	24.10.2020
18.	Cancellation Letter	17.12.2020 (Page 134 of reply)

B. Facts of the complaint:

3. The complainant was approached by the respondent company's and hence decided to make application for the booking in the project of the respondent no.1 for the unit. The application being made by the complainant, the respondent company issued the confirmation of unit selected for allotment. The details of the unit allotted to the complainant company are as follows: Unit No.- MRTW-03/1502 on floor- 15th Admeasuring- 1304 sq ft. BSP-Rs 6443/- per sq ft. at - m3m the marina, Sector- 68, Gurgaon.

4. The complainant made the payments within time as and when raised/demanded. The complainant strictly abided by the payment plan and never defaulted. It is submitted that in any case, as and when the payments were delayed by few days due to any reason, the respondents have charged penal interest from the complainant and paid Rs. 33,05,012/- till date.

5. The respondent no.1 raised a demand of Rs. 35,59,654/- (inclusive of gst) on 09.01.2019 stating that they had constructed upto 10th floor.

However, the respondent no.1 charged excessive GST on the demand, i.e., 12% despite Government's notification of charging 5% GST on under construction projects. The complainant had asked for a proof of construction of 10th floor along with the reduction of GST, however, the respondent no.1 paid no heed to the emails and letters of the complainant. It is further submitted that the complainant had written a mail to the respondent no.1 on 01.05.2019 asking for not charging delay charges as he was in hospital for a period of 4 months and had to undergo surgery. However, despite receiving the above said mail, the respondent no.1 did not reply to the same and kept on charging delay charges from the complainant.

6. The buyer's agreement was executed between the parties on 10.06.2016 from which the possession of the flat to the complainant was given within 48 months from the date of commencement of construction or the date of execution of agreement (whichever is later).

7. The respondent no.1 failed to do so and due to that the complainant, who had applied to come and work in India got stuck in the USA and has suffered losses due to the same. The respondent no.1 had assured the complainant to deliver the possession of the abovementioned unit within a period of the commitment period, subject to force majeure circumstances.

8. It is submitted that even though, the respondents have been charging 18% interest on the delayed payments, they have miserably failed in providing the possession on time. It is submitted that despite collecting 30% of the total sale consideration, the respondents have not come forward to deliver the possession to the complainant on time.

9. The respondent no.1 sent an offer of possession to the complainant on 24.09.2020. It is submitted that the respondent no.1 issued a cancellation

of allotment of complainant flat vide letter dated 17.12.2020 on ground of non-payment of demand which amounts to unfair trade practice and deficiency in service as it had already delayed in offering possession which is till date not free from all encumbrances.

10. The respondent no.1 has drafted a one-sided buyer's agreement which is also an unfair trade practice and is liable to pay compensation to the complainant for the same and interest @18% per annum on amount of Rs.33,05,012/- from 30.12.2019 till final realization of the amount as it is enjoying the hard-earned money of complainant.

11. That due to the delay in offering of the possession the complainant has suffered huge loss as he was not able to join the company's Indian office in which he is working. It is pertinent to mention herein that complainant is working in sales account team in AMDOCS (USA) and was offered a role to lead sales account team in India, however, he could not join due to respondent no.1 not issuing possession in time and suffered a loss of around Rs. 30 Lakhs in terms of increment, he would have got.

12. It is submitted that moreover, the delay in the delivery of the flat is solely due to the negligence of the respondents and they have never informed the complainant of any force majeure circumstances which have led to the halt in the construction.

13. The respondents are unnecessarily and arbitrarily abusing their dominant position in comparison to the complainant and hence, he has decided to withdraw from the project. The complainant has already invested huge sum of money in the project of the respondent but been offered possession after delay of 9 months.

14. That the complainant wants to withdraw from the project as he has not got the possession till due date. He also suffered monetary loss by not

joining the job in India. The complainant was left with no other alternative but to file the present complaint seeking refund of the paid-up amount besides.

C. Relief sought by the complainant:

15. The complainant has sought following relief(s):

- i. Direct the respondent to refund the amount of Rs. 33,05,012 with interest.
- ii. Direct the respondent to pay compensation of Rs. 50,00,000/- to the loss the complainant suffered due to not being able to shift to India, mental agony and harassment.
- iii. Direct the respondent to pay sum of Rs. 25,000/- as litigation expenses.

D. Reply by respondent:

The respondent by way of written reply made following submissions: -

16. That the complainant applied for the allotment rights of an apartment in the complex 'M3M the Marina' an integral phase/component/ of group housing colony situated at Sector-68, Gurugram, Haryana vide application form dated 23.02.2015. The said project is being developed and carried out by respondent no. 2, in a planned and phased manner, which *inter alia*, comprises of buildings containing residential apartments with suitable infrastructural facilities within the group housing colony including multi-level basement parking which includes the phase consisting of towers comprising of the residential apartments to be collectively known as "M3M The Marina"; "M3M Sierra68"; "M3M Natura" in accordance with the license and the approved building plans. Thereafter, the complainant was allotted apartment bearing no. MR TW-03/1502 admeasuring 1304 sq. ft. vide allotment letter dated 13.03. 2015.

17. That after the receipt of the OC the final super area stands to 1330 sq. ft. The cost of the said apartment. was Rs.1,15,55,253/- inclusive of taxes but exclusive of IFMS, stamp duty and registration fees.

18. The buyer's agreement was sent to the complainant vide letter dated 28.04.2015 for execution at his end. The agreement was executed between the parties on 10.06.2015.

19. That the complainant was well aware about his duty under the agreement to make timely payments. That despite being aware that he is duty bound to make timely payments, the complainant defaulted in making payments and the respondents were constrained to issue reminder letters, pre-cancellation and last and final opportunity dated 08.09.2015, 06.11.2015, 07.12.2015, 15.02.2019, 01.05.2019, 15.04.2019 to the complainant. That the complainants have paid an amount of Rs. 33,05,012/- till date.

20. That complainant was well aware of the fact that under clause 8 of the agreement, he was duty bound to make timely payments of the instalment. That being fully aware about his contractual obligation, he defaulted in making timely payments.

21. It is submitted that in accordance with clause 16.1 of the buyer's agreement dated 10.06.2015, the possession of the said apartment was to be handed over within 48 months from the date of commencement of construction which shall mean the date of laying the first plain concrete/ mud mat slab of the tower or date of execution of the agreement whichever is later, plus 6 months grace period.

22. The mud mat slab was laid on 11.01.2017 and the apartment buyer's agreement was executed between the parties on 10.06.2015. Thus , the possession timeline comes out to be 11.07.2021. It is submitted that after



the completion of the tower in which the apartment of the complainant is situated, the respondent company applied for the grant of occupation certificate on 13.11.2019.

23. It is submitted that the occupation certificate was granted by the competent authority on after due verification and inspection on 14.09.2020 and the respondent herein vide letter dated 18.09.2020 offered possession to the complainants herein.

24. It is further submitted that under Section 19(10) of RERA, it is the responsibility of the allottee to take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate.

25. That despite the possession being offered to the complainant on 18.09.2020, he did not come forward to clear his dues and take possession, due to which the respondent was constrained to issue pre-cancellation notice dated 24.10.2020. Even after the issuance of the pre-cancellation notice, the complainant did not come forward to clear the dues and take the possession. Therefore, the respondent was constrained to issue the termination letter dated 18.12.2020.

26. It submitted that the Complainant has mis-represented the fact that respondent 2 is charging excessive GST i.e. 12% despite government's notification of charging 5% GST on under construction project. It is submitted that the said notification is only applicable from 01.04.2019 and further for ongoing projects, allows them to continue under the old GST regime.

27. It further submitted that the complainant has mis-represented that respondents have been charging 18% compounded quarterly from the allottees in case of delay. It is stated that the complainant have

intentionally stated this wrong fact and therefore, should be put to strict proof of the same.

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

E. Jurisdiction of the authority:

29. The plea of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

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 completed territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

30. 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.

31. 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 complainant at a later stage.

32. 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. 2020-2021 (1) RCR (c) 357 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."

33. 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 objection raised by the respondent:

F.I Objection regarding complainant is in breach of agreement for non- invocation of arbitration.

34. The respondent has raised an objection that the complainant has not invoked arbitration proceedings as per the buyer's agreement which contains a provision bearing no. 57 regarding initiation of arbitration proceedings in case of breach of agreement. The following clause has been incorporated w.r.t arbitration in the buyer's agreement:

48. That any disputes arising out or touching upon or in relation to the terms of this Application and/or standard Buyer's Agreement including the interpretation and the validity of the terms thereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the



time being in force, by a sole arbitrator selected from the names from the suggested by the company. In case the Applicant delays/neglects/refuse to select one of the suggested names within 15 days of intimation, the Company shall be at liberty to appoint one of the proposed persons as a sole arbitrator, whose appointment shall be final and binding on the parties. Costs of arbitration shall be shared equally by the parties. The Arbitration procedure shall be held in English Language at an appropriate location in Gurgaon, Haryana.

35. The respondent contended that as per the terms & conditions of the application form duly executed between the parties, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional booked unit by the complainant, the same shall be adjudicated through arbitration mechanism. 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. Similarly, 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 complainant and builders could not circumscribe the jurisdiction of a consumer forum.

36. While considering the issue of maintainability of a complaint before a consumer forum/commission in the face 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."

37. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainant is well within the right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

G. Entitlement of the complainants for refund:

G. I Direct the respondent to refund the amount of Rs. 33,05,012.

38. In the present case, the subject unit was allotted to the complainant on 13.03.2015. He paid a sum of Rs. 33,05,012/- towards total consideration of allotted unit. The complainant approached the authority seeking refund of the paid-up amount on the ground that he has not got the possession of the allotted unit on time due of which he lost his job opportunity in India. The respondent sent reminder letters on 08.09.2015, 06.11.2015, 07.12.2015, 15.02.2019, 01.05.2019, 15.04.2019 for non-payments of the due instalments. So, the respondent sent letter of cancellation on 17.12.2020 (inadvertently mentioned in the proceedings of the day as 18.12.2020)

39. It is an admitted fact that a buyer's agreement with regard to the allotted unit was executed between the parties on 10.06.2015. The due date for completion of the project and offer of possession of the allotted unit comes to be 11.07.2021. Though the cancellation of the allotment of the allotted unit was made by the respondent as per the terms and conditions of buyer's agreement but did not return the amount after retaining the earnest money. Though as per clause 7.1 of the buyer's



agreement, the promoter could have forfeited 15% earnest money on cancellation and return the remaining paid-up amount but that was not done. Keeping in view such type of situations, the Haryana Real Estate Regulatory Authority, Gurugram framed regulation 11 in the year 2018 providing deduction of 10% of total sale consideration as earnest money and sending the remaining amount to the allottee immediately. While doing so, a reference was made to the principles laid down in cases of **Maula Bux Vs. Union Of India 1970** (1) SCR 928 and **Sirdar KB Ramchandra Raj Urs Vs. Sarah C Urs** (215) 4 SCC 136 wherein it was observed that only a reasonable amount can be forfeited as earnest money in the event of default on the part of purchaser. It is not permissible in law to forfeit any amount beyond reasonable amount unless, it is shown that the person forfeiting the said amount had actually suffered loss to the extent of the amount forfeited by him. Thus, deduction of 10% of the sale price of the unit was held to be reasonable on cancellation.

40. So, the deduction should be made as per the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, which states that-

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."

41. Keeping in view the above-mentioned facts and since the respondent cancelled the allotment of the unit on 17.12.2020, so the authority hereby

directs the promoter to return the amount after forfeiture of 10% of total sale consideration with interest at the rate of 10% (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 cancellation i.e 17.12.2020 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017.

G. II Direct the respondent to pay compensation of Rs. 50,00,000/- to the loss the complainant suffered due to not being able to shift to India, mental agony and harassment.

G.III Direct the respondent to pay sum of Rs. 25,000/- as litigation expenses.

42. The the complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022 (1) RCR (c) 357*, has held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense 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 & legal expenses. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of litigation expenses.

H. Directions of the Authority:

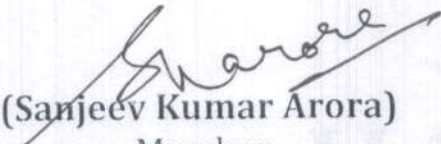
43. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations

cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- i) The respondent-promoter is directed to refund the amount after deducting 10% of the sale consideration of the unit being earnest money as per regulation Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018 with interest @ 10% p.a. on the refundable from the date of cancellation i.e., 17.12.2020 till the actual date of refund of the amount.
- ii) A period of 90 days given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

44. Complaint stands disposed of.

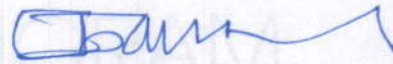
45. File be consigned to the registry.



(Sanjeev Kumar Arora)
Member



(Ashok Sangwan)
Member



(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.09.2022