

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

<b>Complaint no.:</b>	<b>3183 of 2020</b>
<b>First date of hearing:</b>	<b>18.02.2021</b>
<b>Date of decision:</b>	<b>10.02.2023</b>

1. Kusum Verma  
2. Satyam Singh  
R/o House no. 293, Bhim Nagar, Gurugram

**Complainants**

Versus

JMS Buildtech Pvt. Ltd.  
**Office address:** 3<sup>rd</sup> floor, Plot no.-10, Sector-44,  
Gurugram

**Respondent**

**CORAM:**

Shri Sanjeev Kumar Arora

**Member**

**APPEARANCE:**

Smt. Tanya (Advocate)  
Shri Ravinder Singh (Advocate)

Complainants

Respondent

**ORDER**

1. The present complaint dated 06.10.2020 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:

Sno.	PARTICULARS	DETAILS
1.	Name and location of the project	"Crosswalk", Sector 93, Gurugram
2.	Allotment letter	06.02.2016 [pg. 21 of reply]
3.	Unit no.	Office-0607A, 6 <sup>th</sup> floor. [pg. 21 of reply]
4.	Unit area admeasuring (Super area)	119 sq. ft. [pg. 21 of reply]
5.	Date of Floor Buyer Agreement	Not executed
6.	Possession clause	Not known
7.	Due date of possession	<b>06.02.2019</b> [Note: Calculated as per Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442: (2018) 3 SCC (civ) 1]
8.	Total sale consideration	₹ 5,54,456.70/- [pg. 21 of reply]
9.	Amount paid by the complainants as per customer ledger dated 07.10.2019 at pg. 13 of complaint	₹ 2,39,588/-
10.	Reminder Letters	10.05.2016, 07.12.2016, 03.11.2017, 28.11.2017, 09.02.2018, 28.02.2019 [pg. 24-31 of reply]
11.	Cancellation Letter	25.09.2019





		[pg. 26 of complaint]
12.	Legal notice for refund	07.06.2020 [pg. 32 of complaint]
13.	Occupation certificate	08.03.2022 [pg. 35 of reply]
14.	Offer of possession	Not offered

**B. Facts of the complaint**

3. The complainants have pleaded the complaint on the following facts:
- a. That the complainants are law abiding citizens of India and are residing at H.no. 293, Bhim Nagar, Gurgaon. They had booked the unit no. OFFICE-0607A, admeasuring super area 119 sq. ft., floor bearing No. 607A in the commercial project 'CROSSWALK' Sector-93, Gurgaon, Haryana.
  - b. That the project came to the knowledge of the complainants by the shrewd marketing gimmick of the respondents. The complainants were given representations of the high-class aesthetic office and the timely delivery of their projects. The complainants being simple people were caught into the trap and believed the respondents on the representations made by them which were subsequently proved to be false. Nonetheless, the complaints booked an office in the project for a total sale consideration of Rs. 6,16,931/- (Rupees six lakhs sixteen thousand nine hundred and thirty-one only) on 16.03.2015. The complainants opted for the construction linked payment plan.





- c. That the complainants have put their hard-earned money in furtherance of making payments in lieu of the allotment. the complainants have paid a total amount of ₹ 2,39,588.
- d. That the conduct of the respondents is anticipated to be mala fide as the respondent has not entered into an agreement for sale with the complainant and has thereby violated Section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the Act"**) by taking an approximate amount of 48.16% of the total sale consideration. The relevant section 13(1) is reiterated below:
- "13(1). A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force."*
- e. That it is pertinent to note that it has been over five years since the booking letter was provided to the complainant. Since then, no agreement for sale has been executed by the complainant. It is due to such unlawful and malafide activity of the respondent, it attracts the violation of obligations provided under the act and is hence liable under section 18(3) of the Act.
- f. That due to absence of an agreement for sale, there has been no fixed date for completion of development and delivery of possession of the project. To further add to the utter shock and dismay to the complainant that, in over five years there has been no substantial development in the development of the project as on February 2020.
- g. Furthermore, as per the oral communications with the respondent, it is brought to the complainant's notice that the respondent intends





to evade their previous obligations by taking a plea in the light of the pandemic COVID-19. However, in *Halliburton Offshore Services Inc. vs. Vedanta Limited and Ors. (29.05.2020 - DELHC): MANU/DE/1130/2020* it was held that the outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself.

- h. That despite of the unlawful and mala fide acts of the Respondent, the complainants have made payments before time and in a bona fide manner until 18.03.2019. However, seeing no development in the project, the elusive replies and false promises made by the respondent when being asked about the slowdown of development during several visits of the complainant, the complainants became reluctant in making more payments without the continuance in development of the project. The respondents kept pressurizing the complainant for further payments and threatened to wrongfully cancel the allotment vide cancellation letter dated 25.09.2019. The complainants are simple people who got scared of the threats of the respondent and have been made the victims of abuse of authority and dominant position of the respondents. That the respondents due to their unlawful activity have caused mental harassment to the complainants and have left the complainants in a position of financial distress.
- i. Anticipating their hard-earned money being wasted, the complainants requested to initiate the refund vide e-mail dated 26.11.2019 which was acknowledged by the respondent vide e-mail dated 26.11.2019. However, no action was taken in furtherance of





the same. The aggrieved complainants on having a telephonic conversation with the respondent again e-mailed the respondent on 29.11.2019, after four months of which, the allotment was cancelled vide e-mail dated 17.03.2020. The respondents also assured the initiation of refund in the same week; however, it is to utter shock to the complaints that the same has not yet been done, even after repetitive requests by the complainant.

- j. The aggrieved complainants sent a legal notice dated 07.06.2020 via post (consignment number - Z46141044) and email (dated 08.06.2020) demanding refund and the interest liable from the respondents. However, the delayed reply received by the counsel of this complaint by that of the respondent's counsel said that they shall only pay back the amount after deduction, such deduction being unlawful is not acceptable by the present complainants.
- k. After patiently exhausting all the other options available, the complainants have filed the present complaint. The delayed activities of the respondents, their mala fide and unlawful conduct, and no compliance of obligations as per the Act show the malicious intent of the respondents and have caused the complainants mental harassment and financial distress. The complainants were not wrong in claiming the refund as they cannot be expected to wait indefinitely for the delivery of possession as was held in **Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442 : (2018) 3 SCC (civ) 1** and was reiterated in **Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725** - a person cannot be made to wait indefinitely for possession of the flat allotted to him,





and is entitled to seek refund of the amount paid by him, along with compensation. The Hon'ble Supreme Court in the *Fortune judgement* also held that although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Hence, a reasonable period of 3 years should be considered in the present case as well.

**C. Relief sought by the complainants:**

4. The complainants have sought following reliefs:

- a. Refund the entire amount paid by the complainants along with the prescribed rate of interest.
- b. Compensation & cost of litigation.

5. On the date of hearing, the authority explained to the respondents/promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds:

- a. That the present complaint, filed by the complainant, is bundle of lies and hence is liable to be dismissed as it is filed without any cause of action. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.





- b. That the present complaint is an abuse of the process of this Hon'ble Authority and is not maintainable. The complainants are trying to suppress material facts relevant to the matter. The complainants are making false, misleading, frivolous, baseless, unsubstantiated allegations against the respondent with malicious intent and the sole purpose is of extracting unlawful gains from the respondent.
- c. The complainants on 16.03.2015 had expressed his interest and made an application cum expression of Interest, for allotment of a commercial space in project JMS Crosswalk, Sector-93, Gurugram and accordingly opted for construction linked payment plan which the complainants have also stated & accepted in their complaint.
- d. Thereafter the respondent in terms of the aforesaid application submitted by the complainants, allotted commercial space being shop no. OFFICE-0607A in the project JMS Crosswalk sector 93, Gurugram, to the complainants for a basic sale consideration of ₹ 5,54,456.70/- (Rupees five lac fifty-four thousand four hundred and fifty-six and seventy paise only) under construction link payment plan opted by the complainants, vide allotment letter dated 06.02.2016.
- e. That the respondent after allotment of unit to the complainants and in terms of the payment plan, issued a demand letter thereby demanding a sum of ₹ 57,860/- (Rupees fifty-seven thousand eight hundred and sixty only). However, as the complainants failed to make the payment and adhere to the payment plan, the respondent issued a reminder letter dated 10.05.2016 followed by another





reminder letter dated 07.12.2016 thereby demanding the outstanding instalment of ₹ 57,860/-. However, the complainants despite receipt of the demand letter and reminder letters failed to clear the outstanding amount.

- f. That as a consequence to the non-payment of outstanding dues though the allotment of the unit was liable to be cancelled after forfeiting the amount paid by the complainants, yet the respondent as a good gesture instead of cancelling the allotment, again issued reminder letter- dated 03.11.2017 thereby demanding a sum of ₹ 1,24,588/- (Rupees one lac twenty-four thousand five hundred and eighty-eight only) which includes previous outstanding amount of ₹ 57,860/-. सत्यमेव जयते
- g. That however the complainants despite receipt of the Reminder Letter- dated 03.11.2017 failed to make the payment of the outstanding instalment and as such respondent issued reminder letters dated 28.11.2017, 09.02.2018 & 28.02.2019 thereby requesting the complainants to clear the outstanding dues. Even after receipt of the above letters, the complainant failed to pay the outstanding amount.
- h. That the respondent through final reminder letter dated 28.02.2019 asked the complainants to clear the outstanding dues of ₹ 1,38,236/- (Rupees one lakh thirty-eight thousand two hundred and thirty-six only) clearly mentioning therein that failing in clearance of outstanding dues, would attract cancellation of allotment with immediate effect.





- i. That due to default by the complainants and for not executing the buyer's agreement and default in making timely payments the respondent was constrained to issue a cancellation letter dated 25.09.2019 thereby cancelling the allotment made to the complainants which was sent to the complainants through post and also through the email.
- j. That thereafter the complainant requested for refund of the amount to which the respondent cleared that payment shall be refunded after deducting 10% amount of the total sale consideration from the amount paid and only the balance amount shall be refunded, to which the complainant agreed and vide email dated 26.11.2019 complainant agreed to process the refund.
- k. That accordingly the respondent-initiated process of refund and informed the complainants vide email dated 17.03.2020. However, the refund could not process due to imposing of lock-down from 22.03.2020 due to covid pandemic and later on in June 2020, complainant got issued a legal notice levelling therein baseless and scandalous allegations and also demanded heavy and exorbitant interest amount.
- l. That the cancellation of the unit is solely due to the faults of the complainants as on one side they failed to clear the outstanding payments and on the other side failed to execute the buyer's agreement, which still is in the custody of the complainants and as such the respondent is not liable to either refund the amount or pay interest & compensation as demanded in the complainant. Further this Authority has already been held in catena of judgments, that in





case of seeking refund after cancellation of allotment, amount shall be refunded after deducting 10% of the total sale consideration.

- m. That the present complaint is not maintainable before this Hon'ble Court because the provisions of the Real Estate (Regulation and Development) Act, 2016 are not applicable to the facts of the present case and the said Act is prospective in nature. It is to be duly noted that the transactions of the concerned/disputed property, took place prior to the coming into force of the said Act. Thus, the provisions contained therein, and the reliefs envisaged cannot be applied on the unit in question, which had already commenced prior to coming into force of the said Act. Also, for this same reason, the provisions contained therein, and the reliefs envisaged under the said Act, which fully came into force w.e.f. 01.05.2017, cannot be applied to transactions executed prior to the said date i.e., the date on which the provisions of the said Act came into force. The provisions of the said Act cannot operate retrospectively and imposed upon the answering respondent, for any of the actions done prior to coming into force of the said Act and prior to registration under the said Act. The provisions of the said Act have prospective operation, especially wherein inter-alia seeks to impose new burden. It is well settled law that a statute shall operate prospectively unless retrospective operation is clearly made out in the language of the statute. In the absence of any express legislative intent of the retrospective application of the said Act, and by virtue of the fact that the said Act creates a new liability, the said act cannot be construed to have retrospective effect.





- n. That if the complainant had an issue on non-receipt of buyer's agreement since 2015 then in such an event the present complaint is time barred for filing the same in year 2021 and raising the same after lapse of more than five years itself creates a doubt on the malafide intention of the complainant to harass the respondent by filing present complaint.
- o. That further the development of the project is already complete and occupation certificate with respect to the project has already been received.
7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

**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 as per provisions of section 11(4)(a) of the Act 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.*** SCC Online SC 1044 decided on 11.11.2021 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. Furthermore, the said view has been reiterated by the Division Bench of Hon'ble Punjab and Haryana High Court in "**Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021**". The relevant paras of the above said judgment reads as under:

*"23) The Supreme Court has already decided on the issue pertaining to the competence/power of the Authority to direct refund of the amount, interest on the refund amount and/or directing payment of interest for delayed delivery of possession or penalty and interest thereupon being within the jurisdiction of the Authority under Section 31 of the 2016 Act. Hence any provision to the contrary under the Rules would be inconsequential. The Supreme Court having ruled on the competence of the Authority and maintainability of the complaint before the Authority under Section 31 of the Act, there is, thus, no occasion to enter into the scope of submission of the complaint under Rule 28 and/or Rule 29 of the Rules of 2017.*

*24) The substantive provision of the Act having been interpreted by the Supreme Court; the Rules have to be in tandem with the substantive Act.*

*25) In light of the pronouncement of the Supreme Court in the matter of M/s Newtech Promoters (supra), the submission of the petitioner to await outcome of the SLP filed against the judgment in CWP No.38144 of 2018, passed by this Court, fails to impress upon us. The counsel representing the parties very fairly concede that the issue in question has already been decided by the Supreme Court. The prayer made in the complaint as extracted in the impugned orders by the Real Estate Regulatory Authority fall within the relief pertaining to refund of the amount; interest on the refund amount or directing payment of interest for delayed delivery of possession. The power of adjudication*



*and determination for the said relief is conferred upon the Regulatory Authority itself and not upon the Adjudicating Officer."*

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of **M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)**, and the division bench of Hon'ble Punjab and Haryana High Court in "**Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others. (supra)**", the authority has the jurisdiction to entertain a complaint seeking refund of the amount paid by allottee alongwith interest at the prescribed rate.

**F. Findings on the relief sought by the complainants.**

**F.I. Refund entire amount paid by the complainants along with the interest.**

15. 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. 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)*

16. However, in the present matter no BBA has been executed between the parties therefore the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter **Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442 : (2018) 3 SCC (civ) 1** and then was reiterated in **Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725 -:**

*“Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered.”*

17. Accordingly, the due date of possession is calculated as 3 years from the date of allotment letter i.e., 06.02.2016. Therefore, the due date of possession comes out to be 06.02.2019. Keeping in view the fact that the allottee complainants vide legal notice dated 07.06.2020 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 mentioned above comes out to be 06.02.2019.

18. The counsel for the complainant stated at bar that the unit was cancelled on 25.09.2019 without any pre-termination notice. Moreover, no OC was received till the date of termination and the demand letters issued by the respondent were also not as per the agreed terms of construction link plan. Furthermore, the complainant also mentioned that the photographs of the project construction as on February, 2020 are attached in the complaint which shows construction of only two floors whereas demand of instalment no.8 was sought for the construction of 4<sup>th</sup> floor slab. Therefore, the demand raised by the respondent were not as per the norms. Accordingly, the counsel for the respondent also agreed to refund the amount deposited along with the prescribed rate of interest.
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., **10.02.2023** is 8.60%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.60%.
20. The authority hereby directs the promoter to return the amount received by him i.e., ₹ 2,39,588/- with interest at the rate of 10.60% (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 Rules *ibid*.



**F.II. Compensation & cost of litigation**

21. The complainant 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 complainant is advised to approach the adjudicating officer for seeking the relief of compensation.

**G. Directions of the authority**

22. 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 promoter as per the functions entrusted to the authority under section 34(f) of the Act:

- i. The respondent/promoter is directed to refund the entire amount of ₹ 2,39,588/- paid by the complainants along with prescribed rate of interest @ 10.60% p.a. as prescribed under rule 15 of the rules 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 is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.

23. Complaint stands disposed of.

24. File be consigned to registry.



**(Sanjeev Kumar Arora)**

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 10.02.2023



**HARERA**  
**GURUGRAM**