

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

Complaint no. : 4124 of 2021
First date of hearing: 01.12.2021
Date of decision : 09.02.2023

1. Mrs. Molshree Gupta
2. Mr. Ashish Jindal
R/O : A-35 , Antiriksh Apartments,
Sec-14 Extn. , Plot D-3 , Rohini , Delhi 110085

Complainants

Versus

M/s Pareena Infrastructure Pvt. Ltd.
Office: C-7A, Second Floor, Omaxe City
Centre, Sector-49, Sohna Road, Gurugram-122018

Respondent

CORAM:

Shri Vijay Kumar Goyal
Shri Sanjeev Kumar Arora

**Member
Member**

APPEARANCE:

Sh. Priyanka Agarwal
Sh. Prashant Sheoran

**Counsel for the complainants
Counsel for the Respondent**

ORDER

1. The present complaint dated 21.10.2021 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 provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name and location of the project	"Coban Residences", sector-99 ^a , Gurgaon
2.	Nature of the project	Group Housing Project
3.	Project area	10.5875 acres
4.	DTCP license no.	10 of 2013 dated 12.03.2013 valid up to 11.06.2024
5.	Name of licensee	Monex Infrastructure Pvt. Ltd.
6.	RERA Registered/ not registered	Registered Vide no. 35 of 2020 issued on 16.10.2020 valid up to 11.03.2022 + 6 months = 11.09.2024
7.	Unit no.	1802, 2 nd Floor, Tower. T-2 [Page 22 of complaint]
8.	Unit admeasuring area	1997 sq. ft. of super area [Page 22 of complaint]
9.	Date of builder buyer agreement	12.02.2014 [Page 20 of complaint]
10.	Possession clause	<i>3.1 That the developer shall, under normal conditions, subject to force majeure, complete construction of Tower/Building in which the said flat is to be located with 4 years of the start of construction or execution of this Agreement whichever is later, as per the said plans.....</i> Emphasis supplied....
11.	Date of start of construction	16.10.2014 [as per demand letter dated 05.01.2021 page 18 of complaint]
12.	Due date of possession	16.10.2018 [Calculated from start of construction i.e. 16.10.2014]
14.	Total sale consideration	Rs. 1,22,33,636/-

		[as per schedule of payment page 43 of complaint]
15.	Total amount paid by the complainants	Rs. 1,10,66,119/- [as alleged by the complainants]
16.	Occupation certificate	N/A
17.	Email w.r.t refund of amount	26.09.2021 [page 85 of the complaint]

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:

- I. That the complainants approached to the respondent initially for booking of a flat admeasuring 1997 Sq. ft. in the project " The Coban Residences" situated in Sector 99A, Gurugram, Haryana and paid booking amount Rs 881518/- on 27.07.2013. They were allotted flat no. 1802, Tower -2, admeasuring area 1997 sq. ft. in the project developed by M/S Pareena Infrastructures Pvt. Ltd
- II. That the respondent to dupe the complainants in the nefarious net even executed buyer's agreement signed between complainants and M/s Pareena Infrastructures Pvt. Ltd. on 12.02.2014. Just to create a false belief that the project would be completed in a time bound manner and in the garb of this agreement persistently raised demands due to which it were able to extract huge amount of money from the complainants.
- III. That the total basic sale price of the said flat is Rs. 1,22,33,636/-including basic, PLC , EDC/IDC, car parking, club membership , IFMS , power backup charge and service taxes as per annexure-I of apartment buyer agreement.
- IV. That it is pertinent mentioned here that according to the statement, the complainants paid a sum of Rs. 1,10,66,119/- to the respondent till date and only last instalment remained to be paid as per the payment schedule (more than 90% of total basic dale price paid by complainants) and the

paid amount was demanded by the respondent without doing appropriate work on the said project being illegal and arbitrary.

- V. That as per buyer's agreement clause no. 3.1 *"That the Developer shall, under normal conditions, subject to force majeure, complete construction of tower/ Building in which the said flat is located with 4 years of the start of construction or execution of this agreement whichever is later."* As per that clause the due date of possession was 16.10.2018 (BBA signing date is 12.02.2014 and start of construction date is 16.10.2014 as per demand raised by respondent start of excavation) But the respondent failed to hand over the possession after passing 3 year from due date of possession and construction status according to project registration form A to H filed authority, Gurugram in year 2020 is not more than 33% in financial terms. However, the respondent demanded more than 90% from the complainants.
- VI. That the respondent applied for RERA Registration on dated 29.01.2020 after 3 years from implementation of RERA Act, 2016 and form A to H filed and declared the estimated cost and incurred cost according to that form A to H respondent declared th- total estimated cost of construction is Rs. 203.81 crores. Out of that amount, the respondent incurred the total construction cost on the project as Rs. 65.93 crores till date 29.01.2020 which is 33% of total construction cost. According to form A to H, the respondent declared the earlier date of completion as 10.10.2018 and after that revised the completion date as 30.06.2021.
- VII. As per construction status and absence of basic amenities, the respondent would take more time to give physical possession. The complainants many times visited the office of respondent and requested for refund of paid amount along with interest but builder always gave false assurance about completion of unit.

- VIII. That the complainants made repeated request to the respondent to refund the amount paid by the complainants with an interest as per RERA Act. After that complainants wrote an email dated 26.09.2021 to the respondent to refund the paid amount Rs. 1,10,66,119/- with interest but did not get any reply.
- IX. That due to the malafide intentions of the respondent and non-delivery of the flat unit the complainants accrued huge losses on account of the career plans of their family member and themselves. The future of the complainants and their family have been rendered dark as the planning with which they invested the hard earned monies have resulted in subzero results and borne thorns instead of bearing fare ruts. The complainants also took a loan from ICICI bank and paying EMI. Thus due to delay in possession, the complainants have compulsion to stay in rented property. The EMI and Rent of house create extra financial burden on complainants.
- X. That the builder in last 3 years and many time made false promises for possession of flat and current status of project still desolated and raw after extracting more than 90% amounts to breach of trust and agreement. As per section 19 (6) of the Act, 2016, the complainants have fulfilled their responsibility in regard to making the necessary payments in the manner and within the time specified in the said agreement. Therefore, they are not in breach of any of its terms of the agreement.
- XI. That the respondent has failed to complete the project and obtain the occupancy certificate for the unit. The complainants have suffered a great financial loss, mental trauma and suffered a great set back.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).



I. Direct the respondent to refund the paid money with interest as per the Act.

5. 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

6. The respondent has contested the complaint on the following grounds.
- That the present complaint is not maintainable in the eyes of law. The hon'ble forum has no jurisdiction to entertain present complaint. That hon'ble supreme court has already held in the case titled as **M/s Newtech Promoters and Developers Pvt. Ltd vs State of UP and Ors** that power of refund only vests with regulatory authority and power of adjudication officer is only for compensation. Thus in view thereof, this complaint is not maintainable before the forum. The respondent is in the process of developing several residential group housing colonies in Gurugram and out of them, one is "Coban Residences" at Sector 99A. The unit/tower in question is nearly completed.
 - That the construction of the said project is at an advanced stage and the construction of various towers has already been completed and the remaining work is endeavored to be completed as soon as possible. The current status of project is attached herein as **Annexure R1**: However, it is pertinent to mention here that construction work at present is nearly completed and respondent is endeavoring to apply for occupation certificate quit, soon and under normal circumstances would offer possession up to end of first quarter of year 2022 after obtaining occupation certificate.
 - It is crystal clear that the project is near completion and within a very short span of period it would be completed and thereafter, possession



shall be offered after obtaining occupancy certificate as agreed in builder buyers agreement.

- d. That quite conveniently, certain pertinent facts have been concealed by the complainants. The concealment has been done with a motive of deriving undue benefit through an order, which may be passed by this authority at the expense of the respondent.
- e. That the respondent continues to bonafidely develop the project in question despite of there being various instances of non-payments of installments by various allottees. This clearly shows unwavering commitment on the part of the respondent to complete the project. Yet, various frivolous petitions, such as the present one seriously hampers the capability of the respondent to deliver the project as soon as possible. The amounts which were realized from the complainants have already been spent in the development work of the proposed project. On the other hand, the respondent is still ready to deliver the unit in question due on completion to the complainants, of course, subject to payment of due installments and charges.
- f. That admittedly, the completion of project is dependent on a collective payment by all the allottees and just because few of the allottees paid the amount, demand does not fulfill the criteria of collective payment. It is submitted that numerous allottees have defaulted in payment demanded by the respondent, resulted in delaying of completion of project, yet the respondent is trying to complete the project as soon as possible by managing available funds.
- g. It is crystal clear that over a period of time numerous allottees have defaulted in their payments at the relevant stages of construction and it is not possible to construct with in adequate funds. Though the respondent had several other projects but it is not legally permissible



to divert fund of one project into another. Thus, the situation of non - payment of amount by the allottees is beyond the control of respondent. It is submitted that even in the apartment buyer agreement, it was stated that period of 4 years was subject to normal conditions and force majeure and with any stretch of imagination the situations faced by respondent are not normal. It is submitted that if one goes through table given in reply, more than 30% payment was not received by the respondent yet work at the site is completed approximately 95 percent. It is the fault of those allottees who had committed default and respondent should not be made to suffer for the same.

- h. That other than above stated factors, there are lot of other reasons which either hamper the progress of construction and in many cases, the complete stoppage of construction work i.e. NGT orders.
- i. The Hon'ble supreme court in Nov 2019 wherein it was ordered that *"With respect to demolition and construction activities we direct that no demolition and construction activities take place in Delhi and NCR region. In case it is found that such activity is done, the local administration as well as the municipal authorities including the Zonal Commissioners, Deputy Zonal Commissioners shall be personally held responsible for all such activities. They have to act in furtherance of the Court's order and to ensure that no such activity takes place"* That said order was revoked by Hon'ble supreme court in Feb 2020 whereby it was ordered that *"The restriction imposed vide order dated 04.11.2019 is recalled. As per the norms, the work can be undertaken during day and night by all concerned, as permissible. Application for direction is, accordingly, disposed of."*
- j. That the situation of COVID pandemic is in the knowledge of everyone, that since march 2020 till now, our country has seen mass migration of labor, complete lockdown in whole of the country, curfews and several



other restrictions. The present situation seriously hampers the construction progress in real estate sector. From march 2020 till now, there have been several months where construction work was completely stopped either due to nationwide lock down or regional restrictions. The metro cities like Gurgaon and Delhi suffered from a major outburst of COVID cases and deaths in such a number which can't be comprehended. There has severe dearth of labour due to state imposed restrictions. The developers were helpless in these times since they had no alternative but to wait for the situation to come under control. Even RERA has extended the time limits for completion of project vide notification dated 26.05.2020, by six months. But the aforesaid was the period evidencing the first wave but the relaxation in restrictions were seen at fag end of year 2020. However, soon thereafter, our country saw a more dangerous variant of COVID from the month of March 2021 and only recently the restrictions have been lifted by the government. The whole of this consumed more than 11 months wherein 2/3rd time, there could be no construction and rest of the time construction progressed at very slow pace to several restrictions imposed by state government on movement and number of person allowed etc. The authority would appreciate the fact that developer has to face several difficulties in construction of project few out of the several are already discussed above. Moreover, the complainants did not opt the services of respondent against a single unit isolated from whole of the project or other units in same tower. At the time of seeking allotment in the project of respondent, the complainants very well knew that unit / apartment in question is a part of tower consisting of several other units and the unit shall be completed along with other units which belong to other allottees. It is



submitted that merely because few allottees have paid on time, it does not fulfill the criteria of complete payment required for construction of whole of the tower/project. The complainants knew that without complete payment on time from all allottees, it is not possible or quite difficult to complete the project on time. It is submitted that for the same reason, the clause of "force majeure" was made a part of agreement. It is submitted that it is absolutely beyond the control of developer to get money from the buyer on time. It is submitted that after a demand is raised, the only thing developer can do is to send a reminder and in extreme cases, the cancellation. But reminders / cancellation do not bring money which the developer had already incurred and is incurring continuously. Even, the hon'ble apex court has already held that notice, order, rules, notification of the Government and/or other public or competent authority, including any prohibitory order of any court against development of property comes under force majeure and period for handing over of the possession stood extended during the prevalence of the force majeure event. It is further submitted that whenever construction, was stopped due to any reason either because of lockdown or any interim orders of Hon'ble Supreme court/MCG/Environment pollution control boards of state of Haryana and separately of NCR, it created a hurdle in pace of construction and after such period was over, it required considerable period of time to resume construction activity. It is submitted that whenever construction activity is remained in abeyance for a longer period of time, then the time required to gather resources and re-commence construction; also became longer and which further wasted considerable time. The longer the construction remains in abeyance due



to circumstances discussed herein, longer the time period required to start again.

- k. That quite conveniently certain pertinent facts have been concealed by the complainants. The concealment has been done with a motive of deriving undue benefit through an order, which may be passed by this authority at the expense of the respondent. It is submitted till 30.09.2021, the respondent has already provided benefit of worth Rs. 3,74,440/- to the complainants in the form of credit notes. That even otherwise, the construction of project is at the verge of completion and accordingly respondent demanded an amount of Rs. 5,38,998 against completion of flooring on 03.03.2021. However, the said payment was not made by complainants. The respondent even sent several reminders thereafter on 10.04.2021, 22.06.2021, 01.09.2021 but complainants refused yet to pay the same. It is submitted that after receiving demand letter dated 10.04.2021, the complainants requested to defer the payment till offer of possession. The said email itself proves the facts that complainants themselves acknowledge the fact that the date of offer of possession was yet to arrive and accordingly requested to defer the payment. It is submitted that said request was rejected by the respondent since delayed payment would further delay the project.
- l. That out of total amount paid by complainants a major portion was paid as taxes and charges like EDC, IDC to government and thus, the said amount can't be claimed from respondent. It is pertinent to mention here that whatsoever amount which was received by respondent qua construction as already been utilized for construction and any sort of refund will be against natural justice.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on



the basis of those undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and 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, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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 allottees 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 *Neotech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 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."

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. Finding on objections raised by the respondent.

F.I Objection regarding force majeure conditions:



14. The respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as orders of Hon'ble Supreme Court of India to curb pollution in NCR, various orders passed by NGT, EPCA and non-payment of instalment by different allottees of the project. But all the pleas advanced in this regard are devoid of merit. As per the flat buyer's agreement, the due date of handing over of possession comes out to be 16.10.2018. The events such as Hon'ble Supreme Court of India to curb pollution in NCR, various orders passed by NGT, EPCA were for a shorter duration of time and were not continuous as there is a delay of more than three years and even some happenings after due date of handing over of possession. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons and plea taken by respondent is devoid of merit.
15. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as *M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020* dated 29.05.2020 has observed that:

"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. 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."



The respondent was liable to complete the construction of the project and the possession of the said unit was to be handed over by 16.10.2018 and is claiming benefit of lockdown which came into effect on 24.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that 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 and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

G. Findings on the relief sought by the complainants.

G. I Direct the respondent to refund the paid money with interest as per the Act.

16. The complainants purchased a unit vide apartment buyer agreement dated 12.02.2014 executed between the parties wherein the total consideration was Rs.1,22,33,636/-. Under the said agreement, the complainants were allotted a residential unit viz. T2-1802 admeasuring 1997 sq. ft. in the said project. As per Clause 3.1 the respondent was obligated to deliver the possession within 4 (four) years of the start of construction or execution of the agreement and whichever was later i.e. by or before 16.10.2018. There has been an inordinate delay on the part of the respondent to handover the possession of the unit to the complainants.
17. Keeping in view the fact that the allottee complainants wish 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.



18. The due date of possession as per agreement for sale as mentioned in the table above is **16.10.2018** and there is delay of **3 years 5 days** on the date of filing of the complaint.

19. 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....."

20. 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."

21. 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 allottees, as they wish 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.

22. This is without prejudice to any other remedy available to the allottee including compensation for which they 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.
23. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 1,10,66,119/- 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 Haryana Rules 2017 *ibid*.

H. Directions of the authority

24. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
 - i. The respondent is directed to return the amount received by him i.e., Rs. 1,10,66,119/- from the complainants 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 Haryana Rules 2017 ibid.

- 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 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.

25. Complaint stands disposed of.

26. File be consigned to registry.


(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

V.I - 3
(Vijay Kumar Goyal)

Member

Dated: 09.02.2023

HARERA
GURUGRAM