



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

Complaint no. : 228 of 2021
First date of hearing: 24.02.2021
Date of decision : 09.02.2023

Sanjay Rastogi
R/o: C-1/62, Second Floor, Ardee City, Sector-52,
Gurgaon, Haryana-122011

Complainant

Versus

M/s Pareena Infrastructure Pvt. Ltd.
Office: Flat no. 2, Palm Apartment, Plot no. 13b,
Sector-6, Dwarka, New Delhi- 110075.
Also at : 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. Shyun Chakarvarti
Sh. Prashant Sheoran

Counsel for the complainant
Counsel for the respondent

ORDER

1. The present complaint dated 21.01.2021 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 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 complainant, 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, 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 11.03.2024 + 6 months = 11.09.2024
7.	Unit no.	503, 5 th Floor, Tower T-6 [Page 42 of complaint]
8.	Unit admeasuring area	1550 sq. ft. of super area [Page 42 of complaint]
9.	Allotment letter	N/A
10.	Date of builder buyer agreement	11.01.2014 [page 40 of complaint]
11.	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....
12.	Date of start of construction	16.10.2014 [page 78 of complaint]
13.	Due date of possession	16.10.2018 [Calculated from date of construction i.e., 16.10.2014]



14.	Total sale consideration	Rs. 96,21,400/- (excluding service tax) [as per payment schedule on page 77 of the complaint]
15.	Total amount paid by the complainants	Rs. 83,15,504/- [as per demand letter dated 01.11.2018 page 79 of the complaint]
16.	Occupation certificate	N/A
17.	Request for cancellation of unit letter	19.11.2018 {page 81 of complaint}

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That, in and around 2013, complainant had come across advertisements of the respondent and received telephonic calls from them, *inter alia*, inviting applications for provisional booking of space to be released in future, for its existing/upcoming projects. Pursuant to the same, the complainant vide an application dated 03.02.2013 applied towards provisional booking of space to be released in future by the respondent, and duly deposited an amount of Rs. 7,50,000/-.
- II. That the respondent vide an undated letter apprised the complainant about the launch of a new project viz. "Coban Residences" in sector-99A, Gurugram, Haryana. The respondent thereby the said letter also claimed that it has been granted License, issued by DTCP, being license no. 10 of 2013 dated 12.03.2013 for building plan viz. No. ZP-882/SD(BS)/2013/47004 dated 25.07.2013, for construction of the said project. Along with the said undated letter the respondent also sent the updated application form to complainant which was duly filled and submitted by him. The respondent also issued a receipt dated 30.07.2013 acknowledging payment of booking amount by the complainant.



- III. That, consequent to the same, an apartment buyer agreement dated 11.01.2014 was also executed between the parties wherein the total basic sale price was Rs.78,86,400/-. Under the said ABA, the complainant was allotted a residential unit viz. T6-503 in the said project. Shockingly, in the said agreement, the respondent altered unilaterally the date of delivery of possession to 4 years from execution of the said agreement contrary to 44 months as was promised. As per clause 3.1 of the said agreement 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 01.10.2018, as admittedly respondent had issued payment request letter dated 01.10.2014 about beginning of excavation work.
- IV. That, the complainant has paid Rs.83,15,504/- till date to the respondent towards the cost of the said unit as is evident from the demand cum tax invoice dated 01.11.2018 issued it to him. It is pertinent to mention that a tranche of Rs. 3,70,265/- was due as on 19.11.2018 on completion of brick work. It is also relevant to mention here that the respondent had issued a letter acknowledging complainant's eligibility for timely payment rebate (TPR) due to timely payments dated 26.05.2016.
- V. However, upon visiting the site of the project, to his utter shock and dismay the complainant discovered that despite a lapse of around 7(seven) years from the date of the booking, the substantial portion of the project remained incomplete. There has been an inordinate delay on the part of the respondent to handover the possession of the unit to the complainant.
- VI. That, on 19.11.2018, the complainant vide a letter to the CRM Head of the respondent made a request to it to cancel the said unit allotted to him



informing that he booked the Unit in 2013 and the same was nowhere near completion at that time. The situation remained the same since then. Till date, the respondent has failed to complete the construction of the project or to deliver the possession of the said unit to the complainant.

- VII. That, it is pertinent to mention that a tripartite agreement dated 26.09.2016 was also executed between HDFC Bank, the complainant, and the respondent for sanction of loan to the complainant to the tune of Rs.56,00,000/-. The complainant booked the unit vide an application and paid a booking amount of Rs. 21,53,560/-. In pursuance to which the booking made hereinabove and the respondent allotted a unit to the complainant.
- VIII. That, the complainant has been paying heavy interest on the loan amount which has caused significant financial strain to him in addition to the agony of being deprived of the possession of the allotted Unit due to acts and omissions of the respondent. The complainant has paid Rs.6,73,560/- as interest to the bank till October 2020.
- IX. That, the cause of action accrued when the respondent failed to handover possession of the unit to the complainant and is continuing till date.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
- I. Direct the respondent to refund the amount of Rs.83,15,504/- with interest @24% per annum thereupon paid by the complainant to the respondent.
 - II. Direct the respondent to pay to the complainant the interest paid by him to the bank i.e., Rs. 6,73,560/- for the loan disbursed to him with interest@24% p.a.
 - III. Direct the respondent to pat complainant an amount of Rs. 3,00,000/- as on account of mental agony suffered and harassment.
 - IV. To pay the litigation cost of Rs. 2,00,000/-.



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.
- a. That the respondent is in the process of developing a residential group housing colony in Sector-99A, Gurugram. The said colony is being developed in the name of "COBAN RESIDENCES.
 - b. That the construction work of the said project is at an advanced stage and the structure of various towers has already been completed and remaining work is endeavoured to be completed as soon as possible.
 - c. Thus, from annexure R1, 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 complainant. 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 complainant 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 of this due to completion to the complainant, of course, subject to payment 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, but 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 the numerous allottees have defaulted in their payments at the relevant stages of construction and it is not possible to construct with 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 respondents are not normal. It is submitted that if one goes through table given above more than 30% payment was not received by the respondent and yet the work at the site is completed approximately 80 to 90 percent. It is the fault of those allottees who had committed defaults and respondent should not be made to suffer for the same.
- h. That the authority would appreciate the fact that complainant 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, complainant 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 the complainant had paid on time, it does not fulfill the criteria of complete payment required for construction of whole of the tower/project. The complainant 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 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 was raised, the only thing developer can do is to send a reminder and in extreme cases cancellation. But reminders / cancellation do not bring money which the developer had already incurred and is incurring continuously.

- i. That it is the admitted fact that the builder buyer agreement was executed between the parties on 11.01.2014. However, certain extremely important facts were concealed by the complainant while drafting the present complaint.
- j. That the complainant himself admitted that fact that he entered into a tripartite agreement with the bank for payment of amount against the apartment in question but failed to mention that he was also bound by terms and conditions of said agreement as well. It is submitted that relief which the complainant is seeking from the authority is completely barred by said tripartite agreement. Since the complainant himself entered into said tripartite agreement after admitting and agreeing its terms and condition, thus now he cannot seeking relief from the



authority in complete isolation with the terms and conditions of said agreement. For a ready reference, the relevant clauses are reproduced herein as follow:

- i. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the flat / residential apartment to the borrower by the Developer, the borrower shall be liable to pay to HDFC regularly each month the EMIs as laid down in the Loan Agreement to be signed by and between HDFC and the Borrower. The Borrower shall execute an indemnity and such other documents as may be required by HDFC in its favor.
- ii. That in the event of occurrence of default under the Loan Agreement which would result in the cancellation of the allotment as a consequence thereof and / or for any reason whatsoever if the allotment is cancelled; any amount payable to the borrower on account of such cancellation shall be directly paid to HDFC. However, it is further agreed between the parties that such payment made by the developer directly to HDFC shall not absolve the borrower from his liability to pay the residual amount, if any, from the outstanding amount under the loan agreement.
- iii. That the borrower agrees that it unconditionally and irrevocably subrogates its right to receive any amount payable by the developer to the borrower in the event of cancellation, in favor of HDFC and the act of payment by the developer to HDFC under this clause shall amount to a valid discharge of the developer of its obligation to pay the borrower such cancellation amount.



- iv. The courts at Gurgaon alone, to the exclusion of all other courts, shall have the jurisdiction to try and entertain any matter or dispute arising out of or in relation to this agreement.
- v. That even the loan was sanctioned for a period of 10 years i.e. upto year 2026.
- k. It is absolutely baseless and illogical to plead that the complainant is entitled to interest which he paid to bank, since the loan amount was liable to be paid to bank irrespective of possession and complainant himself agreed to pay the loan till 2026. Without prejudice, it is submitted that if respondent had faced such situation of defaults in payment and had the construction of tower would have completed by now, even then the complainant has to pay the interest on loan till 2026.
- l. That from the tripartite agreement, it is clear that it is the bank who has a prior right and interest on the apartment in question and even the payments towards instalments were made by the bank itself. It is clearly mentioned in the tripartite agreement that in case of refund, the amount shall be paid to bank and not the complainant and said bank is not the party is the present complainant and without making it party, the present complaint is not maintainable.
- m. That the complainant cannot overlook or bypass the tripartite agreement, without declaring said agreement illegal or void and any such issue can't be decided by RERA, since it is out of scope of RERA authority and even it is agreed by all the parties to tripartite agreement that any matter or dispute arising out of or in relation to this agreement the courts at Gurgaon alone, to the exclusion of all other courts, shall have the jurisdiction to try and entertain and for the same reason present complaint is not maintainable. The complainant is misusing



procedure of law to cheat the bank and to wriggle out from the liabilities and duties arising out of said tripartite agreement.

n. That without prejudice it is submitted that the RERA authority had already approved time period for completion of project. It is also submitted that since the complainant is taking recourse of RERA, thus time period approved by RERA shall be treated as date of possession.

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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made



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

Section 34-Functions of the Authority:

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

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant 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. 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. Findings on the relief sought by the complainant.

F. I Direct the respondent to refund the amount of Rs. 83,15,504/- with interest @24% p.a. thereupon paid by the complainant.

F. II Direct the respondent to pay to the complainant the interest paid by him to the bank i.e., Rs. 6,73,560/- for the loan disbursed to him with interest@24% p.a.

14. The complainant purchased a unit vide apartment buyer agreement dated 11.01.2014 executed between parties wherein the total basic sale price was Rs.78,86,400. Under the said agreement, the complainant was allotted a residential unit viz. T6-503 admeasuring 1550 sq. ft. in the said project. As per clause 3.1 of the said, the respondent was obligated to deliver the possession within 4 (four) years of the start of construction or execution of the agreement whichever was later i.e., by or before 16.10.2018. It has come on record that against the total sale consideration of Rs. 96,21,400/-, the complainant paid a sum of Rs. 83,15,504/- to the respondent. It is also not disputed that for paying the above-mentioned amount to the builder, the complainant entered into a tripartite agreement dated 26.09.2016, leading to sanction of a loan of Rs. 56,00,000/- vide letter of sanction dated 13.08.2016. It is further evident from certificate dated 02.11.2020 issued by HDFC i.e. the financial institute that the loan amount was repayable in equated monthly installments comprising principal and interest w.e.f.



01.04.2016 and that amount is being paid by him. But since there was delay in completion of the project and tight financial position of the complainant, he withdrew from the project by writing letter dated 19.11.2018 to the respondent builder though due date for completion of the project has already expired on 16.10.2018.

15. In proceeding dated 09.02.2023, it was observed by the authority as follows:

"Keeping in view of the above-mentioned facts, though the unit was cancelled by the respondent in pursuant to violation of the terms and conditions of the letter dated 31.07.2015."

16. The aforesaid facts were inadvertently recorded during proceeding and the said facts does not pertains to the present complaint. Therefore, the same stands deleted vide this order and proceeding dated 09.02.2023 stands rectified in terms of present order.

17. Keeping in view of the above-mentioned facts, it is observed by the authority that the respondent is at fault by not delivering the possession of the allotted unit on time and completing the same by the due date. Therefore, the allottee/complainant withdrew from the project and is 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 2 years 3 months 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 allottee, as he wishes to withdraw from the project,

without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

22. This is without prejudice to any other remedy available to the allottee including compensation for which he 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. 83,15,504/- 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*. However, it is evident that for payment against the allotted unit, the complainant raised loan from HDFC on 13.08.2016 to the tune of Rs. 56,00,000/- and a part of the same was disbursed and paid to the builder on behalf of the allottee. So, while refunding the amount paid to the complainant, the respondent/builder is directed to pay back the amount received from the financial institute and the remainder be paid to the allottee along with interest at the prescribed rates.

F III. Direct the respondent to pay complainant an amount of Rs. 3,00,000/- as on account of mental agony suffered and harassment.

F IV. To pay the litigation cost of Rs. 2,00,000/-

24. The complainant is also seeking 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. (supra)**, 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.

F. Directions of the authority

25. 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. 83,15,504/- from the complainant with prescribed rate of interest i.e. 10.60% 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. The respondent is also directed to first refund the outstanding loan amount to the HDFC bank and thereafter balance amount be refunded to the complainant within 90 days from this orders.
 - iii. 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.
 - iv. 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 complainant/financial institution i.e. HDFC

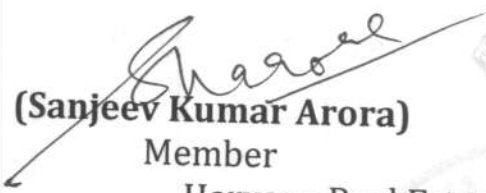


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bank and even if, any transfer is initiated with respect to subject unit, the receivable shall be first unutilized for clearing dues of allottee/complainant.


26. Complaint stands disposed of.
27. File be consigned to registry.


(Sanjeev Kumar Arora)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated : 09.02.2023


(Vijay Kumar Goyal)

Member

HARERA
GURUGRAM