

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

<b>Complaint no.:</b>	<b>4715 of 2021</b>
<b>First date of hearing:</b>	<b>21.01.2022</b>
<b>Date of decision:</b>	<b>25.04.2023</b>

Anupriya Munjal  
R/o House No. C-22, Carlton Estate-IV, DLF-5,  
Gurugram, Haryana- 122009.

**Complainant**

Versus

M/s Ansal Housing and Construction Ltd.  
**Office address:** 15, UGF, Indraprakash, 21, Barkhamba  
Road, New Delhi- 110001.

**Respondent**

**CORAM:**

Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

**Member**  
**Member**

**APPEARANCE:**

Gaurav Bhardwaj (Advocate)  
Amandeep Kadyan (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint dated 14.12.2021 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 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 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.	Project name and location	"Ansal Heights, 92", Sector-92, Gurugram
2.	Project area	10.563 acres
3.	Nature of the project	Group housing colony
4.	DTCP license no. and validity status	76 of 2010 dated 01.10.2010 valid up to 30.09.2020
5.	Name of licensee	JSG Builders Pvt. Ltd. & anr.
6.	RERA registration details	Not registered
7.	Unit no.	E-405 [page 26 of complaint]
8.	Unit area admeasuring	1320 sq. ft. super area
9.	Date of execution of builder buyer agreement	06.05.2013 [page 23 of complaint]
10.	Possession clause	<b>29.</b> <i>The developer shall offer possession of the unit any time, within a period of 36 months from the date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of</i>



		<p><b>construction, whichever is later</b> subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 30. Further, there shall be <b>a grace period of 6 months allowed to the developer over and above the period of 36 months</b> as above in offering the possession of the unit.”</p> <p>(Emphasis supplied) [page 32 of complaint]</p>
11.	Due date of possession	<p>06.11.2016</p> <p>[Note: Due date calculated from date of agreement as date of commencement of construction is not known. Grace period allowed being unqualified]</p>
12.	Delay in handing over of possession till the date of this order i.e., 06.07.2022	5 years 8 months
13.	Basic sale consideration as per BBA dated 06.05.2013	<p>₹ 32,27,400/-</p> <p>[pg. 26 of complaint]</p>
14.	Total sale consideration as per statement of account dated 10.12.2018	<p>₹ 44,33,458/-</p> <p>[page 43 of complaint]</p>
15.	Amount paid by the complainant as per customer ledger dated 10.12.2018	<p>₹ 39,91,589/-</p> <p>[page 43 of complaint]</p>
16.	Occupation certificate	Not yet obtained
17.	Offer of possession for fit outs	<p>10.12.2018</p> <p>[page 59 of complaint]</p>

**B. Facts of the complaint**

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



- a. That the complainant, Ms Anupriya Munjal, is a respectable and law-abiding citizen residing at house no.- C-22, Carlton Estate-IV, DLF-5, Gurgaon-122009.
- b. The complainant is an allottee within the meaning of section 2 (d) of the Real Estate (Regulation and Development) Act, 2016. The respondent companies, M/s Ansal Housing & Construction Limited, are limited companies incorporated under the Companies Act, 1956 and are inter alia engaged in the business of providing real estate services.
- c. Somewhere around 2011, the respondent advertised about the new residential project namely "Ansal Heights" (hereinafter called as 'the project') located in Sector-92, Gurugram Manesar urban plan 2021, Village wazirpur Gurgaon. The respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at providing luxury residential apartments.
- d. Believing the representations of the respondent and on the lookout for an adobe for themselves and their family, in February 2011, the complainants booked an apartment in the project of the respondent by paying a booking amount of ₹ 4,67,025/- vide cheque no. 452820 dated 01.02.2011 towards the booking of the said apartment to the respondent.
- e. That the complainant after making the said payment of ₹ 4,67,025/- requested the respondent to execute the builder buyer agreement but the respondent clearly ignored the requests of the complainant on one pretext or the other.



- f. That thereafter, after almost two years from the date of booking, finally, on 06.05.2013, the flat buyer's agreement was executed between the complainants and the respondent.
- g. That it is pertinent to mention here that while the booking was made in February 2011, and despite repeated requests, the agreement was not executed until 06.05.2013. The complainants had already made a payment of ₹ 25,11,870/- from the date of booking, till execution of agreement in accordance with the demand of the respondent. This conduct on the part of respondent in charging/taking deposit of more than 10% of the amount without first executing the agreement is in clear violation of section 13 of the Real Estate (Regulation and Development) Act, 2016 and the said respondent must be heavily penalized for said conduct.
- h. That the complainants have paid a total sum of ₹ 39,91,623/- towards the aforesaid residential flat in the project from 2011 till date as and when demanded by the respondent as against a total sales consideration of ₹ 32,27,400/-.
- i. That as per clause 29 of the flat buyer's agreement dated 06.05.2013, the respondent had undertaken to complete the project and handover possession within a period of 42 months (inclusive of 6 months grace period) from the date of execution of the flat buyer's agreement, i.e., by 06.11.2016. However, the respondent miserably failed in handing over possession of the unit in question till the said due date and even after that.
- j. When the respondent failed in handing over the possession on the due date, i.e., 06.11.2016, the complainants visited the site and



were stunned to see that the project was nowhere nearing completion.

- k. When the respondent failed in handing over the possession on the due date, i.e., 06.11.2016, the complainants visited the site and were shocked to see that the project was nowhere nearing completion. Subsequently, the complainants made several calls, held meetings with the respondent and wrote mails, but to no avail.
- l. That the complainants had asked the respondent to clarify about the interest being charged by the respondent on the delayed payment upon which the respondent replied that the interest is being charged on the basis of the flat buyer agreement. It is pertinent to mention that the respondent is charging interest on the account of delayed payment of the instalment similarly the respondent should also be held liable to pay interest on account of the delayed possession.
- m. It is submitted that throughout this period the complainants along with the other apartment owners regularly and repeatedly followed up with the representatives of the respondent and enquired about the status of the project. However, the representatives of the respondent on every occasion made false assurances that the possession of the flat would be delivered as per schedule and kept on prolonging the matter unjustifiably without any cogent reason. That was aggrieved by the inordinate delay on the part of respondent in handing over possession.
- n. That the main grievance of the complainants in the present complaint is that in spite of complainants having paid the entire



sale consideration as demanded by the respondent, the respondent failed to deliver the possession of flat on time. It is further submitted that the project was always running behind schedule and the respondents had been continuously demanding payments by misleading the apartment owners regarding the actual progress at the project site.

- o. That the complainants had purchased the flat with the intention that after purchase, their family will live in own flat. That it was promised by the respondent party at the time of receiving payment for the flat that the possession of fully constructed flat along with the likes of basement and surface parking, landscaped lawns, club/pool, school, EWS etc. as shown in brochure at the time of sale, would be handed over to the complainant as soon as construction work is complete i.e. by 06.11.2016 but there was an inordinate delay in handing over the possession of the flat. This caused great mental agony and financial hardship for the complainants.
- p. The respondent has breached the fundamental terms of the contract by inordinately delaying in delivery of the possession. The agreement was executed on 06.05.2013 and the project was to be completed in 42 months including a grace period of six months from the date of execution of the agreement. The respondent has committed various acts of omission and commission by making incorrect and false statements in the advertisement material as well as by committing other serious acts as mentioned in preceding paragraph. The project has been inordinately delayed.



- q. As per clause 22 of the agreement, upon delay in payments, the allottee could be made liable to the extent of paying 24% interest per annum. On the contrary, as per clause 34, upon delay in handing over possession, the respondent company would be liable to pay compensation only to the extent of ₹ 5/- per sq. ft. of the super area of the apartment for the period of delay. It is submitted that such clauses of the agreement are clearly unfair and arbitrary thus making the agreement one-sided. Accordingly, the complainant pointed out these unfair clauses to the respondent, but to no avail.
- r. That the complainant on 10.12.2018 received an offer of possession for fit outs from the respondent. The complainant then contacted the respondent to find out the date of handing over of possession, but the respondent did not respond to the requests of the complainant. It is pertinent to mention here that the offer of fit out is not considered to be actual offer of possession as the complainant had made the payment with a hope that the possession would be delivered to the complainant after receiving occupation certificate but till date the respondent has not received the occupation certificate of the project.
- s. That the complainant specifically pointed out to the respondent that no offer of possession can be made without receipt of an occupation certificate. Thus, the offer of possession dated 10.12.2018 is completely illegal in the eyes of law and only upon receipt of occupation certificate, the building/unit will become fit to occupied.



- t. That the possession of any residential unit cannot be offered without obtaining the occupation certificate (OC) from concerned authorities as the said OC is a legal mandate of the fact that the premises is safe in all regards and is fit to occupy and reside and is in accordance with the requirements laid down and as per the sanctions approved by the said authorities. Accordingly, the aforementioned offer of possession dated 10.12.2018 is out rightly illegal and elucidates the fraudulent conduct of the respondent.
- u. Further, no final outstanding demand or demand of maintenance charges or registration charges can be made without OC as a registry/conveyance deed cannot be executed without receipt of a valid occupation certificate (OC). Also, no holding charges could be imposed without a valid offer of possession.
- v. That it is pertinent to mention here that throughout the period from booking till execution of agreement and even after that, the complainant showed utmost faith in the respondent and despite few lapses on the latter's part, she kept making payment as and when demanded. However, all the commitments and assurances made by the respondent were a complete sham.
- w. That the complainant and her family have been severely exploited at the hands of the respondent. The aforesaid chains of events clearly portray the amount of harassment and mental agony the complainant and her family has gone through right from the date of booking till date.
- x. That the respondent played fraud upon the complainant from day one and befooled him. Had the respondent been virtuous on their



part, the project would have been legally handed over in 2016 itself. It is submitted that the complainant has no faith left in the respondent and as such the complainant wants to take shelter from the Hon'ble Authority.

- y. That due to above acts of the respondent and of the terms and conditions of the flat buyer agreement, the complainant have been unnecessarily harassed mentally as well as financially, therefore the opposite party is liable to pay delayed possession interest to the complainants on account of the aforesaid act of inordinate delay in handing over the possession.
- z. That the respondent retained the hard earned money of the complainants for so many years beyond the due date of possession which clearly shows that the respondent by retaining the money caused wrongful loss to the complainants and wrongful gain to themselves, thereby highlighting unfair trade practice on their part and also breach of terms and conditions of the agreement and deficiency in the services on part of the respondent as against the complainants which makes them liable to answer to this Hon'ble Authority.

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

4. The complainant has sought following reliefs:
  - a. DPC & Possession.
  - b. Direct the respondent to charge delay payment if any as per RERA Act 2016.
  - c. Direct the respondent not to charge anything outside BBA.



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

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds:
- a. The answering respondent is a developer and has built multiple residential and commercial buildings within Delhi/NCR with a well-established reputation earned over years of consistent customer satisfaction.
  - b. That the complainants had approached the answering respondent for booking a flat no. E-405 in an upcoming project Ansal Heights, Sector 92, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 06.05.2013 was signed between the parties.
  - c. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the complainant and the answering Respondent was in the year 2013. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e., RERA Act, 2016. It is further submitted that parliament would not make the operation of a statute retrospective in effect.
  - d. That the complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer



agreement. It is submitted that the complainant cannot be allowed to take advantage of his own wrong.

- e. That even if for the sake of argument, the averments and the pleadings in the complaint are taken to be true, the said complaint has been preferred by the complainant belatedly. The complainant has admittedly filed the complaint in the year 2021 and the cause of action accrue on 06.05.2017 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the HRERA Gurugram as the same is barred by limitation.
- f. That even if the complaint is admitted being true and correct, the agreement which was signed in the year 2013 without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 37 of the said agreement provides for ₹ 5/ sq. ft. per month on super area for any delay in offering possession of the unit as mentioned in clause 31 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Hon'ble Commission in order to alter the penalty clause by virtue of this complaint more than 9 years after it was agreed upon by both parties.
- g. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. It is submitted that if the said averment in the complaint is taken to be true, the Hon'ble Authority does not have the jurisdiction to decide the complaint.



- h. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. It is submitted that the permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the Respondents have in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- i. That the answering respondent has adequately explained the delay. It is submitted that the delay has been occasioned on account of things beyond the control of the answering respondent. It is further submitted that the builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP no. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the answering respondent specifies force majeure, demonetization and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.





- j. That the answering respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession. It is submitted that clause 32 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession.
- k. That the answering respondent has clearly provided in clause 35 the consequences that follow from delayed possession. It is submitted that the complainant cannot alter the terms of the contract by preferring a complaint before the Hon'ble HRERA Gurugram.
- l. That the answering respondent has not appreciated the fact that the downward spiral in property prices has propelled him to file a complaint before the HRERA, Gurugram. It is submitted that a downward spiral cannot be a reason to approach the HRERA and seek delayed possession charges at exorbitant interest.

**E. Jurisdiction of the authority**

7. 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**

8. 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**

9. 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.*

10. 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.

### **F. Findings on the relief sought by the complainant.**

#### **F.I. DPC & Possession.**

11. In the present complaint, the complainant intends to continue with the project and is seeking delayed possession charges at prescribed rate of interest on the amount paid. Clause 29 of the flat buyer agreement (in



short, agreement) provides for handing over of possession and is reproduced below: -

"29

*The developer shall offer possession of the unit any time, **within a period of 36 months from the date of execution of the agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later** subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 30. Further, there shall be a **grace period of 6 months allowed to the developer over and above the period of 36 months as above in offering the possession of the unit.**"*

12. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of this agreement and compliance with all provisions, formalities and documentation as prescribed by the promoters. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoters and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoters may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer agreement by the promoters are just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the



agreement and the allottee is left with no option but to sign on the dotted lines.

**Admissibility of grace period:** The promoter has proposed to hand over the possession of the apartment within a period of 36 months plus 6 months from date of agreement or the date of commencement of construction which whichever is later. Due date calculated from date of agreement as date of commencement of construction is not known. The period of 36 months expired on 06.05.2016. In the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the possession clause accordingly the grace period is allowed.

13. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

***(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.***

***Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."***

14. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is



reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

15. 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., **25.04.2023** is 8.70%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.70%.
16. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 29 of the agreement executed between the parties on 06.05.2013, the possession of the subject apartment was to be delivered within 36 months from the date of execution of agreement. The period of 36 months expired on 06.05.2016. As far as grace period is concerned, the same is disallowed for the reasons quoted above. Therefore, the due date of handing over possession is 06.11.2016. The respondent has not yet offered the possession of the subject apartment. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 06.11.2016 till the actual handing over of possession of unit or receipt of OC plus two months whichever is earlier at prescribed rate



i.e., 10.70 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

**F.II. Direct the respondent to charge delay payment if any as per RERA Act 2016.**

17. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., **10.70%** by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

**F.III. Direct the respondent not to charge anything outside BBA.**

19. The respondents shall not charge anything from the complainant which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of





agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.

**G. Directions of the authority**


20. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f):

- i. The respondent is directed to handover the physical possession of the unit along with the interest at the prescribed rate of 10.70% p.a. for every month of delay from the due date of possession i.e., 06.11.2016 till the actual handing over of possession or receipt of OC plus two months whichever is earlier.
- ii. The arrears of such interest accrued from 06.11.2016 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.70% by the respondent/promoter which is the same rate of interest which the promoters shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

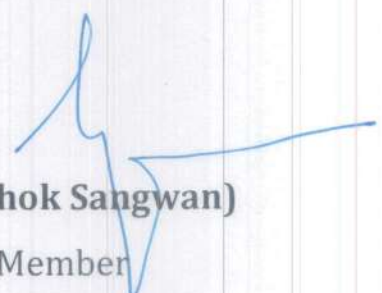


- v. The respondents shall not charge anything from the complainant which is not the part of the agreement. However, holding charges shall not be charged by the promoters at any point of time even after being part of agreement as per law settled by Hon'ble Supreme Court in civil appeal no. 3864-3889/2020.

21. Complaint stands disposed of.  
22. File be consigned to registry.

  
(Sanjeev Kumar Arora)

Member

  
(Ashok Sangwan)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.04.2023