

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

Complaint no. : 1522 of 2023
Date of complaint : 03.04.2023
Order pronounced on: 05.09.2024

Sanjay Luthra
R/o: H. No. 412/28, Gali No. 7, Jyoti Park, Gurgaon,
Haryana

Complainant

Versus

M/s Shree Vardhman Infraheights Pvt. Ltd.
Registered office: 302, 3rd floor, Indraprakash
building, 21-Barakhamba Road, New Delhi-110001.

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Shri Sanjeev Kumar Sharma (Advocate)

Complainant

Shri Gaurav Rawat (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 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 thereunder 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. | Name and location of the project | "Shree Vardhman Victoria", Sector-70, Gurugram |
| 2. | Project area | 10.9687 acres |
| 3. | Nature of Project | Group housing colony |
| 4. | DTCP license no. and validity status | 103 of 2010 dated 30.11.2010 Valid upto 29.11.2020 |
| 5. | Name of Licensee | M/s Santur Infrastructure Pvt. Ltd. & 3 other's |
| 6. | Rera registered/ not registered and validity status | Registered vide 70 of 2017 dated 18.08.2017 Valid up-to 31.12.2020 |
| 7. | Unit No. | D-103 (Old unit) C-104 (New unit) admeasuring 1350 sq. ft. |
| 8. | Date of buyer agreement | Not executed |
| 9. | Possession clause has been taken from complaint bearing no. CR/6344/2022 of same project and same tower which was disposed on 21.12.2023, as no buyer's agreement was executed between parties for the subject unit. | <i>"14(a) The construction of Flat is likely to be completed within a period of forty (40) months of commencement of construction of particular tower/block in which the flat is located with a grace period of six (6) months, on receipt of sanction of building plans/revised plans and all other approvals subject to force majeure including any restrains/restrictions from any authorities, non-availability of building materials or dispute with construction agency/ workforce and circumstance beyond the control of company and subject to timely payments by the Buyer(s) in the said complex....."</i> Emphasis Supplied..... |
| 10. | Due date of possession | 07.03.2018 (Calculated from the commencement of construction of tower i.e. 07.05.2014 including grace period of 6 months being unqualified and unconditional) |

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| 11. | Total Sale Consideration | Rs.1,62,75,038/- (as per the customer ledger for unit C-104 dated 14.11.2023 page 34 of reply) |
| 12. | Amount paid by complainant | Rs.63,94,551/- (as per customer ledger dated 14.11.2023 page 34 of reply) |
| 13. | Occupation Certificate | 13.07.2022 (page 18 of reply) |
| 14. | Offer of possession | 05.08.2022 for Flat no. C-104. (page 15 of reply) |

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. That the respondent company advertised for construction of world class residential space/unit on to be known as "Shree Vardhman Victoria" Sector 70, Gurgaon, Haryana, having license no. 103 of 2010 dated 30.11.2010 admeasuring 10.96 acres.
- II. That Deepak Luthra and the complainant jointly booked a unit with the respondent but since the complainant and Deepak Luthra were unable to manage the financial resources to make the payment of the said unit, the respondent offered a smaller unit to the complainant and therefore, the unit of the complainant was changed at the request of the complainant and Deepak Luthra and thereafter, the complainant was allotted a residential apartment bearing unit no. C-104, admeasuring 1350 sq. ft. super area for a consideration of Rs.1,94,05,594/-.
- III. That the complainant had paid the booking amount of Rs.5,00,000/- on 05.06.2012 and subsequent to that the complainant has made a total payment of Rs.62,38,169/-.
- IV. That the complainant does not have the buyer's agreement as has not been provided by the respondent, despite that a huge sum of money has been extorted by the respondent from the complainant. Further, the respondent had offered the illegal possession of the unit on 05.08.2022.

C. Relief sought by the complainant:

4. The complainants have sought following relief:
 - I. Direct the respondent to handover the possession of the unit in question.
 - II. Direct the respondent to pay delayed possession charges/ interest.
 - III. Direct the respondent not to make illegal charges from the complainant.
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 contested the complaint on the following grounds: -
 - i. That the present complaint filed under section 31 of the Act, 2016 is not maintainable as there has been no violation of the provisions of the Act. The complaint under section 31 can only be filed after a violation or contravention has been established by the authority under section 35. Since no violation or contravention has been established, the complaint should be dismissed. Additionally, the section 18 of the Act of 2016, under which the complainant seeks relief, is not applicable to the present case as it does not have retrospective effect and cannot be applied to transactions entered into before the Act of 2016 came into force. Therefore, the section 18 cannot be applied in the present case as buyers' agreement was executed before the Act of 2016.
 - ii. That the first phase of the project consisting of residential Towers - A, B, C, H, I and Basement had been completed and ready to be occupied. An application for grant of occupation certificate qua the said first phase was filed with the Director Town and Country planning Haryana on 23.02.2021. The Department of Town and Country Planning Haryana allowed the said application and on 13.07.2022 granted OC for the said phase vide its memo No. ZP-686/AD(RA)/2022/20077 dated 13.07.2022, and for the second

phase of the project consisting of residential Towers - D, E, F has also been completed and ready to be occupied. An application for grant of occupation certificate qua the said 2nd phase was filed with the Director Town and Country planning Haryana on 22.09.2022 and the Department of Town and Country Planning, Haryana allowed the said application and on 05.05.2023 granted the OC for the said phase vide its Memo No. ZP-686-Vol.-II/JD(RA)/2023/13044 dated 05.05.2023.

- iii. That consequent to grant of OC, the respondent started the process of delivering possession of the units in those towers to their respective allottees. Many allottees have already taken possession of their respective flats.
- iv. That the respondent vide letter dated 05.08.2022 offered possession of the subject unit i.e. C-104 to the complainant calling upon him to clear the outstanding dues as mentioned in appendixes A, B & C and to take possession after getting the conveyance deed registered in his favor. However, the complainant did not respond to the said offer.
- v. Thereafter, another reminder dated 09.03.2023 was sent to the complainant asking him to clear the dues and to take possession of the flat in question. However, the complainant did not respond to the said reminder as well. The complainant has not till date cleared the dues and taken possession of the subject unit. The complainant is in breach of his obligations and the respondent, as per the agreed terms, is entitled to terminate/cancel the allotment made in favour of the complainant and to forfeit the earnest money, i.e., 15% of the Basic Price. The respondent keeps its right reserved to do the same.
- vi. Initially the complainant and one Deepak Luthra had applied for allotment of subject unit in the project and in response to their application they were allotted unit no. D-103 in the project in question. A flat buyer agreement

dated 10.05.2013 was executed between them and the respondent in respect of the said unit, i.e., D-103. The payment plan opted by them was construction linked, however they did not make timely payments of the instalments and committed severe defaults. The defaults committed by them can be seen from the fact that as per demand letter dated 29.11.2016, they were in arrears of Rs.41,80,476/- towards cost of the flat and Rs.22,31,425/- towards interest which had accrued on account of non/delayed payments by them. An amount of Rs.82,95,193/- had become due by 29.11.2016 and against the said amount they had only paid Rs.41,14,717/- leaving behind arrears of Rs.41,80,476/-. The defaults committed by the complaint in making the payments of the instalment are reflected in the ledger account and other documents being filed by the respondent along with this reply.

- vii. Subsequently, the respondent served them with reminders dated 05.05.2017 and 15.05.2017, which were followed by the final reminder dated 05.06.2017 in which they were notified that in the event of non-payment of their dues within 15 days from the date of the said final reminder, the allotment made in their favour shall stand cancelled/terminated.
- viii. Thereafter, in the month of July 2017, Deepak Luthra and the complainant requested for deletion of the name of Deepak Luthra and to allot the unit solely in the name of the complainant. The respondent vide its letter dated 29.08.2017 agreed to the said request. Even after the said deletion, the complainant did not clear the outstanding dues.
- ix. That the complainant vide letter dated 12.07.2018 requested the respondent to cancel his allotment of unit no. D-103 and to allot him unit no. C-104 and to transfer the amount paid against unit no. D-103 to unit no. C-104. The respondent acceded to the said request also and cancelled the

allotment of unit no. D-103 and allotted unit no. C-104 to the complainant. The complainant at that time promised that the outstanding dues would be paid forthwith, however he did not make the payment. The buyer's agreement for unit no. C-104 was sent to the complainant through speed post on 12.09.2018, however the complainant did not even return the said agreement after his signatures. As such, there is no buyer's agreement executed between the parties for flat no. C-104.

- x. Even in the agreement sent to the complainant for unit no. C-104, no definite or firm date for handing over possession to the allottee was given. However, clause 14 (a) provided a tentative period within which the project/flat was to be completed and application for OC was to be made to the competent authority. As the possession was to be handed over only after receipt of OC from DTCP Haryana and it was not possible to ascertain the period that DTCP, Haryana would take in granting the OC, therefore the period for handing over of possession was not given in the agreement. The occupancy certificate for the tower where allottee unit was situated was applied on 23.02.2021. So, the respondent cannot be held liable for payment of any interest and/or compensation for the period beyond 23.02.2021.
- xi. The said tentative period given in clause 14(a) of the agreement was not the essence of the contract and the allottee(s) were aware that there could be delay in handing over of possession. Clause 14(b) even provided for the compensation to be paid to the allottee(s) in case of delay in completion of construction which itself indicate that the period given in Clause 14(a) was tentative and not essence of the contract.
- xii. That the delay in construction was due to various factors beyond the control of respondent, such as orders from environmental authorities, NGT/State Govts. /EPCA from time to time putting a complete ban on the construction activities and the impact of the Covid-19 pandemic, which resulted in

significant delays in construction. Additionally, the defaults in payment by the complainant and other allottees adversely affected the pace of construction and caused significant financial losses. Therefore, the complainant should be held liable for payment of interest at the agreed rate mentioned in the agreement to compensate for the losses caused by the defaults of delay payments.

xiii. The said tentative period was also subject to timely payments of the instalments by the complainant and other allottees of the project. However, the complainants as well as a large number of allottees committed defaults in making payment of the instalments. On this ground alone the complainant is not entitled to the reliefs claimed in the complaint. These defaults adversely affected the pace of the construction of the project. For a multi-level group housing construction, the default in payment committed even by a single allottee adversely affect the entire cash flow, planning and construction schedule for the project as whole. The said defaults caused huge losses to the respondent as they exposed the respondent to financial losses. The losses caused to the respondent cannot be measured with certainty in terms of money, however the same are huge.

7. All other averments made in the complaint were denied in toto.

8. 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 oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

11. 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.

12. 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 objections raised by the respondent.

F.I Objection regarding jurisdiction of the complaint w.r.t the apartment buyer's agreement executed prior to coming into force of the Act.

13. The respondent submitted that the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed as the buyer's agreement was executed between the parties prior to the enactment of the Act and the provision of the said Act cannot be applied retrospectively. However, no

buyer's agreement was executed between the parties for the subject unit, as the respondent itself admitted in its reply and pleadings. In view of the same the above raised objection stands rejected.

F.II 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 various orders passed by NGT and weather conditions in Gurugram and non-payment of instalment by different allottees of the project but all the pleas advanced in this regard are devoid of merit. In the present complainant no buyer's agreement was executed between the parties. Therefore, the possession clause is taken from another complaint filed in respect of the same project. In the said referred agreement the due date of handing over of possession comes out to be 07.03.2018 from the date commencement of construction of subject tower. The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than four years. Hence, in view of aforesaid circumstances, no period grace period can be allowed to the respondent- builder. Though some allottees may not be regular in paying the amount due but whether the interest of all the stakeholders concerned with the said project be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrongs.

15. As far as objection raised by the respondent citing delay in construction activities due to outbreak of Covid-19 is concerned. The Authority upon perusal of documents finds that the subject unit was not delivered by the due date of possession i.e. 07.03.2018, resulting in a delay. Additionally, the

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Authority notes that the allottee/complainant has made only approximately 39% of the payment towards the sale consideration of the unit to date. As a result, both parties are at fault, the respondent for not handing over possession within the timeframe and the allottee for failing to make the necessary outstanding dues. Taking into account the impact of Covid-19, an equitable relaxation of six months is granted for the period from 15.03.2020 to 15.09.2020. During this period, no interest shall be charged by either party neither for the delay in handing over the possession of the subject unit nor for the outstanding dues payable by the allottee/complainant.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to handover the possession of the unit in question.

G.II Direct the respondent to pay delay possession charges/interest.

16. The above-mentioned reliefs sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
17. The complainant herein through present complaint argued that he and Deepak Luthra booked a unit with the respondent but later opted for a smaller unit, C-104, due to financial issues. The complainant claims to have paid Rs.62,38,169/- but was never given a buyer's agreement and further, the respondent offered possession of the subject unit on 05.08.2022 and same was illegal. On contrary respondent submitted that the complainant and Deepak Luthra defaulted on payments for the original unit, D-103, and later requested for a smaller unit i.e. C-104 solely in the name of complainant. Despite agreeing to these changes, the complainant failed to clear dues or sign the buyer's agreement. However, the complainant was offered possession in 05.08.2022 after obtaining occupation certificate from the competent authority on 03.07.2022, but the complainant did not respond.

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18. The first issue arises before the Authority is the offer of possession dated 05.08.2022, which the complainant has claimed to be illegal. The offer of possession dated 05.08.2022 is valid as it was made after the respondent has obtained the occupation certificate from the competent authority on 13.07.2022. In accordance with Section 19(10) of the Act of 2016, the allottees is obligated to take possession of the unit within two months of receiving the occupation certificate.

19. Herein, the complainant intends to continue with the project and is seeking delay possession interest as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

20. Clause 14(a) of the buyer's agreement as taken from the complaint of same project and same tower provides the time period of handing over possession and the same is reproduced below:

"14(a) The construction of Flat is likely to be completed within a period of forty (40) months of commencement of construction of particular tower/block in which the flat is located with a grace period of six (6) months, on receipt of sanction of building plans/revised plans and all other approvals subject to force majeure including any restrains/restrictions from any authorities, non-availability of building materials or dispute with construction agency/ workforce and circumstance beyond the control of company and subject to timely payments by the Buyer(s) in the said complex....."

(Emphasis Supplied)

21. **Due date of possession and admissibility of grace period:** The possession of the said unit was to be offered within 40 months from the date of commencement of construction and it is further provided in agreement that

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promoter shall be entitled to a grace period of six months. The date of construction commencement was initially to be commenced from 07.05.2014 as per the intimation/demand letter dated 16.04.2014 issued by the respondent. Therefore, the due date of possession comes out to be 07.03.2018 including grace period of six months being unqualified and unconditional.

22. Admissibility of delay possession charges at prescribed rate of interest:

The complainant is seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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%.

(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.

23. 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.

24. 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., 05.09.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

25. 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;"*

26. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to him in case of delayed possession charges.

27. On consideration of the documents available on record and submissions made by both the parties, 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. By virtue of clause 14(a) of the agreement, the possession of the subject unit was to be delivered within 40 months from the date of commencement of construction of the particular tower in which the unit is located with a grace period of 6 months. For the reasons quoted above, the due date of possession is to be calculated from the commencement of construction of the particular tower i.e., 07.05.2014 and it is further provided in agreement that promoter is entitled for a grace period of 6 months. As far as grace period is concerned, the same is allowed being unconditional and unqualified. Therefore, the due date for handing over of possession comes out to be 07.03.2018. In the present complaint the complainant was offered the

possession of the subject unit by the respondent on 05.08.2022 after receipt of the occupation certificate dated 13.07.2022 from the competent authority.

28. The respondent has obtained the occupation certificate on 13.07.2022. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant. It is the failure on part of the promoter to fulfil its obligations and responsibilities to hand over the possession within the stipulated period.
29. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 13.07.2022. The respondent offered the possession of the unit in question to the complainants only on 05.08.2022. So, it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e. 07.03.2018 till the date of offer of possession (05.08.2022) plus two months i.e., 05.10.2022.
30. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 07.03.2018 till the date of offer of

possession (05.08.2022) plus two months i.e., 05.10.2022 as per provisions of section 18(1) of the Act read with rule 15 of the Rules.

G.III Direct the respondent not to make illegal charges from the complainant.

31. The complainant has not clearly identified the illegal charges being raised by the respondent. Moreover, no buyer agreement was executed between the parties. Without specific details about the alleged illegal charges, there is no basis for the relief sought. Therefore, no directions or relief can be granted to the same.

H. Directions of the authority

32. 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 pay interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 07.03.2018 till the date of offer of possession (05.08.2022) plus two months i.e. up to 05.10.2022 or till the actual handover of possession whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules. For six months covid period i.e. from 15.03.2020 to 15.09.2020 no interest shall be charged from either of the party.
- II. The respondent is directed to issue a revised account statement after adjustment of delay possession charges as per above within 30 days and thereafter the complainant is directed to pay outstanding dues, within next 30 days and the respondent shall handover the possession of the allotted unit within next 30 days.
- III. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the

respondent/promoter which is the same rate of interest which the promoter 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.

33. Complaint stands disposed of.

34. File be consigned to registry.

Dated:05.09.2024


(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram