BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**898 of 2024**
Complaint filed on	:	**06.03.2024**
Date of order	:	**13.09.2024**

1. Mr. Vikas Sharma
2. Ms. Kinny Sharma

Both R/o: - D-80, First Floor, Kirti Nagar, Delhi – 110015 **Complainants**

Versus

1. M/s Bright Buildtech Pvt. Ltd.
   Registered Office at: - Ace studio, 7th floor, Plot no. 01B, Greater Noida Expressway, Sector – 126, Noida, Uttar Pradesh – 201303
2. M/s Lotus Greens Developers Pvt. Ltd.
   Registered Office at: - 7th floor, Plot no. 01B, Greater Noida Expressway, Sector – 126, Noida, Uttar Pradesh – 201303
3. M/s Orris Infrastructure Pvt. Ltd.
   Registered Office at: - J-10/9, DLF Phase – 2, Gurugram, Haryana – 122002
4. M/s Ace Mega Structures Pvt. Ltd.
   Registered Office at: - 8th Floor, Plot no. 1B, Greater Noida Expressway, Sector – 126, Noida, Uttar Pradesh – 201303 **Respondents**

CORAM:
Shri Vijay Kumar Goyal **Member**

APPEARANCE:

Ms. Nandita Abrol and Laksh Tuli (Advocates)	**Complainants**
Sh. Deeptanshu Jain for R1, R2 and R4(Advocate)	
Ms. Charu Rustagi for R3(Advocate)	**Respondents**

ORDER

1. The present complaint has been filed by the complainants/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 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.no.	Particulars	Details
1.	Name of the project	"Woodview Residences", Sector-89, Gurugram, Haryana.
2.	Nature of project	Plotted colony
3.	Project area	114.506 acres
4.	RERA registered/not registered	Registered vide registration no.-34 of 2020. Dated -06.10.2020
5.	DTPC License no.	59 of 2013 and 115 0f 2019
6.	Allotment letter	16.01.2015 (As on page no. 41 of complaint)
7.	Unit no.	C-85-UGF, Upper ground (As on page no. 41 of complaint)

8.	Unit area admeasuring	1415 sq.ft. [Super-area] (As on page no. 41 of complaint)
9.	Date of apartment buyer agreement	Not executed
10.	Possession clause	*Not available*
11.	Due date of possession	16.01.2018 [3 years from the date of allotment - Calculated in view of judgement of Supreme Court of India in ***Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018***]
12.	Total sale consideration	Rs.1,45,17,859/- (As on page no. 42 of complaint)
13.	Amount paid by the complainant	Rs.34,83,588/- (As admitted by both the parties)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

B. Facts of the complaint

i. That the respondent no.1 is a company which is duly incorporated under the provisions of the Companies Act, 1956 and respondent no.2 is the leading company and promoter and was marketing the project to be developed by respondent no. 1

ii. That the respondent no.3 is a company which is duly incorporated under the provisions of the Companies Act, 1956 is the partner in the said project and will be developing the major portions of the project.

iii. That the respondent no.4 is a company which is duly incorporated under the provisions of the Companies Act, 1956, has taken over the management of the project and shall be completing the same within stipulated time.

iv. That in the initial months of the year 2013, respondent companies by means of their agents approached the complainant(s) and their friends through a telephonic call, as the complainants were already looking for the properties in the Delhi NCR region, and told the complainant(s) about the new project to be carried out by respondent no.1 at sector 89/90 Gurugram, Haryana by the name of Woodview Residencies (Hereinafter referred as "project").

v. That the respondent no.2 also showed certain layout plans of the project and asked the complainant(s) and their friends to choose the unit for them so that the total consideration amount can be calculated. That the complainant(s) asked for suggestions from the respondents who in turn offered them for booking the unit having an area of 240 sq. yds. in the project, for a total agreed consideration of Rs.1,45,17,859.47/- for the complainant(s).

vi. That further, an application form to this effect was submitted by the complainants to the said respondent companies dated 26.10.2013. That the said application form did not bear any specific unit number rather it only mentions/ specified the admeasures of the unit along with above-mentioned total sale consideration amount.

vii. That respondent no.1, 2 and 3 co-jointly issued a letter for offer of provisional allotment vide a letter date 02.04.2014 along with the acknowledgement receipts of the previous payment.

viii. That on the date agreed for the delivery of possession, the complainants approached the respondents and its officers inquiring the status of delivery of possession but none bothered to provide any satisfactory answer about the completion and delivery of the flat. The complainants thereafter kept running from pillar to post asking for the delivery of their

home but could not succeed as the construction of the project was nowhere near completion and still has not been completed.

C. Relief sought by the complainants:

4. The complainants have sought the relief as mentioned below:

a. Direct the respondents to refund the entire amount paid by the complainants along with interest.

5. On the date of hearing, the Authority explained to the respondents /promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act.

D. Reply by the respondents.

6. The respondents have contested the complaint on the following grounds:

i. That the respondent no's. 1, 2 & 4 are the companies engaged in the business of construction and development of real estate projects. The present complaint is also not maintainable because it has sought reliefs which ordinarily cannot be sought in the proceedings of this nature, where the only grievance of the allottee is delay in the handing over of the possession. That project in question has been delayed on account of various unenforceable circumstances, which were beyond the control of the answering respondents, however the project development took its pace when the situation normalized after Covid-19.

ii. The respondent no.1 (Bright Buildtech Pvt. Ltd.) is developing the project namely 'Woodview Residences' (now known as *"ACE Palm Floors"*) on its share in the project land measuring 101.081 acres situated at revenue estate of village Hayatpur, Sector-89 and 90, Gurugram ('said project'). The respondent no.2, i.e., Broad Homes Pvt. Ltd. (formerly known as *"Lotus Green Developers Private Limited"*) has in past acted as one of the group companies of the respondent no. 1 and has initially marketed the

project which is being developed by the respondent no.1. It is pertinent to mention that there is no privity of contract between the respondent no.2 and the complainant. It is submitted that the respondent no.2 does not have any responsibility whether contractual or otherwise, so far as the completion and delivery of the units in the project is concerned, as such, the name of the respondent no.2 should be deleted from the array of parties. The respondent no. 4 i.e. M/s. Ace Mega Structures Private Limited ("Ace") has been appointed as the 'Development Manager' for development, construction, sales and marketing of the project vide 'Development Management Agreement' dated 23.05.2019 for construction, sales and competition of the project with the objective of ensuring expeditious development of the project and to provide professionally proficient customer-care interaction. Respondent no.1 had informed complainant about the same. It is pertinent to mention that there is no privity of contract between the respondent no.4 and the complainant, therefore the complaint is liable to be dismissed qua the respondent no.4.

iii. The complainants on his own free will and volition had approached the respondent for allotment of 'unit' in said project and initially submitted application form for booking the dwelling unit in the said project. Upon submission of the application form for allotment of the Unit, the respondent vide letter of allotment dated 16.01.2015 has allotted to the complainants flat no. C-85, UGF ('unit'). The allotment letter also contained the details of the payment plan and the particulars of the unit allotted to the complaint in the said project. The total consideration of the unit agreed was Rs.1,45,27,826.13/-. The complainants have till date paid an amount of Rs.34,83,588/-, however still a major portion of the amount is due and payable by the complainants and they have defaulted in

payment despite requests from the respondent no.1. It is a matter of record, that a drat builder buyer agreement was sent to the complainant, however they intentionally chose not to execute the same. That the respondent no.1 on multiple occasions requested the complainants to execute the agreement, however they chose not to sign the agreement. Therefore, the present complaint is not maintainable before this Authority, as the complaint cannot enforce any right against the answering respondent without executing an agreement.

iv. That the respondent no.1 has bonafide reasons to state that project of the has been reasonably delayed. It is pertinent to mention here that the reasons for delay in project are stoppage of construction activities in NCR region by the orders of Court, non-availability of construction material and labour, implementation of nationwide 'lockdown' to contain the spread of 'Covid-19' etc. Moreover, all these situations and adverse conditions is 'force majeure' circumstance which is beyond the control of the respondents.

v. Furthermore, it is pertinent to state that the said project of the respondent no.1 is reasonably delayed because of 'force majeure' situation which is beyond the control of the respondents. However, despite all odds, still, the respondent along with the development manager 'Ace' is making all efforts to complete the construction work at project site at full pace and is expecting to handover the possession very soon.

vi. Other than the above reasons, the delay in handing over the possession of the dwelling unit/ apartment has been caused due to various reasons which were beyond the control of the respondents.

1) Non-booking of all apartments seriously affected the construction:
2) Other various challenges being faced by the Respondent:

- *Lack of adequate sources of finance;*

- *Shortage of labour;*
- *Rising manpower and material costs;*
- *Approvals and procedural difficulties.*

vii. It is reiterated that the construction at site was never stopped and hence, there is no basis of such allegations, as made in the complaint. It is submitted that whenever the construction activity has stopped at the project site, it is due to the above-said reasons of 'force-majeure' which are beyond the control of the respondents, therefore, the demands of the complainants shall not be entertained.

viii. The respondent no.3 has also filed reply and has mentioned that other three respondents are the promoters in question who has issued the various documents on record such as allotment letter, demand letter payment slip etc. due to which the complainants falls in the category of the being an allottee to the respondent no.1,2 and 4 and thus the present case does not involve respondent no.3 anywhere.

ix. The complainants are neither the customer of the answering respondent nor the complainant has made any payment to the respondent. Nor any communication, agreement has been exchanged between the complainant and respondent no. 3 which could imply that the said respondent holds any liability or accountability towards the complainants.

x. That any claim so raised by the complainants against the respondent no. 3 is liable to be dismissed as the complainants were the customer of the respondent no. 1,2 and 4.

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

8. Copies of all the documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of theses undisputed documents.

E. Jurisdiction of the authority

9. 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

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 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;*

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.

13. 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. (Supra) 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 12.05.2022wherein 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."*

14. 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 objections raised by the respondents:

F.I Objection regarding delay in completion of construction of project due to force majeure conditions.

15. The respondents raised the contention that the construction of the project was delayed due to force majeure conditions such as the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the Covid-

19 pandemic among others, but all the pleas advanced in this regard are devoid of merit.

16. As no buyer's agreement has been executed, the due date of handing over of possession is calculated as per ***Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018*** , that is three years from the date of allotment to be taken as a reasonable time while calculating due date and therefore due date comes out to be 16.01.2018. 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 three years and even some happening after due date of handing over of possession. There is nothing on record that the respondents have even made an application for grant of occupation certificate. 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 cannot be put on hold due to fault of some of the allottees. Thus, the promoter-respondents cannot be granted any leniency for aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrongs.

17. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as ***M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M. P (I) (Comm.) no. 88/ 2020 and I.As 3696-3697/2020*** dated 29.05.2020 has observed that:

> *69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself."*

18. The respondents were liable to complete the construction of the project and the possession of the said unit was to be handed over by 16.01.2018 and the respondents are claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the Authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

19. The respondent no.3(Orris Infrastructure Pvt. Ltd.) vide proceedings dated 13.09.2024, contented that it is not concerned with the relief in the present complaint as it is not a party in the said buyer's agreement. However, as per record available the respondent no.3 was granted licence by the Director, Town and Country Planning, Haryana vide licence no. 59 of 2013 to develop and construct the plotted colony in a parcel of land admeasuring 101.081 acres in Sector 89-90, Gurugram. Later respondent no.3 vide agreement dated 18.05.2013 transferred development rights of 50% in the subject land to respondent no.1(Bright Buildtech Pvt. Ltd.) and made it co-developer in the subject land. But, merely by executing the Development Agreement dated 18.05.2013 with respondent no.1, the respondent no.3 cannot escape its responsibility and obligations to the allottees of the project being licensee of the project and is covered under the definition of promoter within the meaning of 2(zk)(i),(v).

20. Promoter has been defined in section 2(zk) of the Act. The relevant portion of this section reads as under: -

> *"2. **Definitions.** — In this Act, unless the context otherwise requires —*
> *(zk) "promoter" means, —*

(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) xxx

(iii) xxx

(iv) xxx

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale;"

21. As per aforesaid provisions of law, respondent no.1,2,3 & 4 will be jointly and severally liable for the competition of the project. Whereas, the primary responsibility to discharge the responsibilities of promoter lies with respective promoter in whose allocated share the apartments have been bought by the buyers. In view of the same, the contention/objection of respondent no.3 stands rejected.

G. Findings on the relief sought by the complainants.

G.I. Direct the respondents to refund the entire amount along with interest.

22. In the present complaint, the complainants intends to withdraw from the project and are seeking refund of the amount paid by them in respect of subject unit along with interest. Sec. 18(1) of the Act is reproduced below for ready reference:

*"**Section 18: - Return of amount and compensation***

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

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees**, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, **to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such

rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."
(Emphasis supplied)

19. Admissibility of refund along with prescribed rate of interest: The complainants are seeking refund the amount paid by them along with interest prescribed rate of interest as provided 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.

20. 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.
21. 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., 13.09.2024 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
22. An allotment letter has been issued by the respondents but no builder buyer's agreement has been executed. So, the document/receipt/provisional allotment letter so issued in favour of a person can be termed as an agreement for sale to drag the developer

before RERA Authority and compelling him to fulfil his obligations against the holder of that document.

23. In the present case, the complainants booked a unit with the respondents in its project "Woodview Residences" now known as "ACE Palm Floors" situated in Sector-89 and 90, Gurugram, Haryana. The complainants were allotted a unit bearing no. C-85, upper ground floor, pocket-1 admeasuring 1415 sq.ft. of super-area vide allotment letter dated 16.01.2015. No builder buyer agreement has been executed between the parties till date. The Hon'ble Supreme Court in the case of *Fortune Infrastructure and Ors. Vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU /SC /0253 /2018* observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract. The allotment in favour of the complainants was made vide allotment letter dated 16.01.2015. The period of three years from the date of allotment expired on 16.01.2018. Therefore, the due date of handing over possession is 16.01.2018.

24. It is pertinent to mention over here that even after a passage of more than 5 years neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottees by the respondent/promoter. The Authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the unit which is allotted to them and for which they have paid a considerable amount of money towards the sale consideration. Further, the Authority

observes that there is no document placed on record from which it can be ascertained that whether the respondents have applied for occupation certificate/part occupation certificate or what is the status of construction of the project. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.

25. 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. observed as under:

> *"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."*

25. 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 allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or is 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 pay the allottees, as they wishes to withdraw from the project, without prejudice to any other remedy available, to return the

amount received in respect of the unit with interest at such rate as may be prescribed.

26. 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 respondents are established. As such, the complainants are entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 11.10% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions of the authority

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

i. The respondents are directed to refund the amount of Rs.34,83,588/- paid by the complainants along with prescribed rate of interest @ 11.10% p.a. as prescribed under rule 15 of the rules from the date of each payment till the date of refund of the deposited amount.

ii. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow.

iii. The respondents are further directed not to create any third-party rights against the subject unit before full realization of the paid-up amount along with interest thereon to the complainants and even if,

any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of complainants-allottees.

28. Complaint stands disposed of.

29. File be consigned to registry.

(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram
Date:13.09.2024