

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

**Complaint no.** 5340 of 2022  
**Date of filing:** 10.08.2022  
**Date of decision** 05.09.2024

1. Kavita Mittal
2. Arvind Mittal

**Both R/o:** - Both R/o F-207, Wembley Estate,  
Sector 49-50, Near Rosewood City, Islampur  
(97), Gurugram, Haryana-122018

**Complainant**

Versus

M/s Sternal Buildcon Private Limited

**Regd. Office at:** - 12<sup>th</sup> Floor, Dr. Gopal Das  
Bhawan, 28 Barakhamba Road, New Delhi-  
110001

**Respondent**

**CORAM:**

Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**

Sh. Sunil Kumar (Advocate)

Sh. Niraj Kumar (Advocate)

Complainant

Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the 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, have been detailed in the following tabular form:

S.N.	Particulars	Details
1.	Name of the project	"The Serenas", Sector- 36, Sohna, Gurugram
2.	Nature of project	Affordable group housing
3.	DTPC License no.	14 of 2016 dated 26.09.2016
	Validity status	25.09.2021
	Name of licensee	Pardeep, Sandeep, Neera and Chander Bala
	Licensed area	9.775 acre
4.	Unit no.	4-1103, Tower-4, 11 <sup>th</sup> floor (page 18 of complaint)
5.	Unit measuring	Carpet Area- 531.57 sq. ft. Balcony Area- 82.12 sq. ft. (as per page no. 27 of complaint)
6.	Date of execution of flat buyer's agreement	18.07.2018 (Page 26 of complaint)
7.	Building plan	25.02.2017 (taken from another complaint 7880/2022 DOD 26.10.2023 of the same project)
8.	Environment clearance	18.05.2017 (page 100 of reply)
9.	Possession clause	<b>5. Possession</b> <i>Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allotee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allotee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allotee(s) within a period of 4 (four) years from the date of</i>

		<i>approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.</i>
10.	Due date of possession	18.11.2021 (Calculated from the date of environment clearance being later inclusive of grace period is allowed in lieu of covid-19)
11.	Total sale consideration	Rs. 19,54,712/- (page 34 of complaint)
12.	Total amount paid by the complainant	Rs. 21,11,094/- (as per SOA dated 28.03.2022 page 20 of complainant)
13.	Occupation certificate dated	25.03.2022 (page 99 of reply)
14.	Offer of possession	27.03.2022 (page 18 of complaint)

**B. Facts of the complaint.**

3. The complainants have made the following submissions:

- a) That on 18.07.2018, a builder-buyer agreement was executed between the respondent and the complainants, identified by customer code SR36/51673/17-18, for a residential unit located at THE SERENAS, Sector 36, Sohna, Gurugram, Haryana. The complainants booked an affordable group housing flat, specifically unit no. 4-1103, 2BHK-T5 type unit with a carpet area of 531.57 sq. ft. and a balcony area of 82.12 sq. ft., situated on the 11<sup>th</sup> floor of Tower no. 4. The complainants have paid a total sum of Rs.21,11,094/- against a total sale consideration of Rs.19,54,712/-.
- b) That according to the agreement, the respondent promised to hand over physical possession of the unit within 60 days of issuing the occupancy certificate or within a period of four years from the date of building plan approval or environmental clearance, whichever was later. Although the complainants were unaware of the exact dates for building approval and environmental clearance. Clause 6.1 which is stated about the possession due

date mentioned on or before 18.05.2021, this date was consider, assuming in the agreement by the complainant for possession due date.

- c) Despite booking a residential low-cost affordable housing project in 2018, the respondent failed to construct the unit and complete the project within the stipulated time frame. Subsequently, the respondent demanded an additional amount of Rs.1,02,074/- which included late fees and interest charged at a higher rate. The demand was made despite the delays in construction.
- d) Therefore, the complainants are seeking relief for remand back the interest which the respondent charged at higher rate of interest on delay and other charges like Service Tax on Basic, Service Tax on EEC/FFC etc.

**C. Relief sought by the complainant(s):**

4. The complainants herein are seeking the following relief(s):
- I. Direct the respondent to pay delay possession charges along with prescribed rate of interest.
  - II. Registration of conveyance deed in favour of the complainant.
  - III. Direct the respondent not to charge the extra amount which are agreed by both the parties at the time of execution of BBA.
  - IV. Direct the respondent to pay litigation charges of Rs.21,000/-

**D.Reply by the respondent.**

5. The respondent has contested the complaint on the following grounds
- I. That the complainant was allotted a flat bearing no.4-1103 in Block/Tower 4 admeasuring carpet area of 531.57 sq. ft. on the 11<sup>th</sup> floor and balcony area 82.12 sq. ft. together with the two-wheeler open parking site and the pro rata share in the common areas through draw of lots held on 20.06.2018 under the Affordable Group Housing Policy, 2013.
  - II. That subsequent to the allotment of the subject unit the complainant entered into agreement with the respondent for the delivery of possession of the subject unit on the terms and conditions as contained therein.

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- III. That the total cost of the allotted flat including balcony area was Rs.19,54,712/- excluding the other charges such as stamp duty, registration charges, other expenses etc and the payment was time link payment as stipulated by the Policy. The GST was payable extra as applicable.
- IV. That the total cost of the subject unit was escalation free, save and except increase on account of development charges payable to the Governmental Authority and/ or any other charges which may be levied or imposed by the Governmental Authority from time to time, which the complainant had agreed to pay on demand by the respondent.
- V. That the delivery of the possession of the subject unit was agreed to be offered within 4 (four) years, from the approval of building plans or grant of environmental clearance, whichever is later. However, the delivery of possession was subject to Force Majeure circumstances, receipt of occupancy certificate and Allottee(s) having timely completed with all its obligations.
- VI. That the proposed period of delivery of physical possession was subject to force majeure circumstances, intervention of Statutory Authorities, receipt of occupation certificate and Allottee having complied with all obligations of allotment in a timely manner and further subject to completion of formalities/documentation as prescribed by the respondent and not being in default of any clause of the agreement.
- VII. That the agreed possession period for the real estate project was dependent on the absence of disturbances caused by force majeure events or interventions by statutory authorities. Various force majeure circumstances, such as construction bans and the Covid-19 pandemic, significantly affected the project's progress. Both the Ministry of Finance and the Haryana Real Estate Regulatory Authority recognized these

challenges and extended the completion deadlines for projects impacted by such events, acknowledging the pandemic as a natural calamity that disrupted regular development.

- VIII. Additionally, subsequent waves of Covid-19 and ongoing government lockdowns further delayed construction activities in Haryana. The developer faced legal restrictions that prevented construction, as highlighted by multiple orders from statutory authorities. The force majeure clause in the sale agreement explicitly states that delays caused by these circumstances are exempt from penalties. All these facts were and are in the notice and knowledge of the complainants and the complainants have pleaded deliberate ignorance about the same. The complainants have intentionally omitted any reference to the aforesaid clauses of agreement and hence there is no delay on the respondent in handing over the possession of the flat to the complainants.
- IX. That the respondent received the occupancy certificate on 25.03.2022 from the Town & Country Planning Department Haryana and the respondent issued offer of possession vide letter dated 27.03.2022 requesting the complainants to accept the possession and execute the necessary documents for the execution of the conveyance deed of the given flat is completed. However, despite the lapse of 7 months the complainants failed to furnish these documents as such the necessary conveyance deed could not be executed for which the respondent is not liable.
- X. Further, the complainants have also failed to make payment towards Administration Charges, Advance Electricity Consumption deposit etc as per possession letter accordingly the complainants are liable to pay appropriate interest on the amount due from 26.04.2022 onwards.

- XI. That the respondent has demanded an additional sum of Rs.1,02,074/- for various charges, such as Rs.15,000/- for administration charges, as per Office Order 3295 dated 02.04.2018; Rs.6,000/- for the Advance Electricity Consumption Deposit (ACD), in accordance with Sales Circular No. D-29/2016, Rs.35,883/- for External Electrification Charges (EEC), based on the necessary upgrades to the transmission system in Gurugram; and charges for meter connection and water connection, which are also aligned with DHBVN guidelines. Additionally, the respondent denies having charged the complainant a higher interest rate, stating that the complainant must provide proof of such claims.
- XII. That it is denied that the respondent is liable for any payment towards litigation expenses as claimed by the complainants and further such claims are not admissible under the provisions of the Real Estate Regulatory Act,2016. Moreover, the complainants have not placed any documents in support of its claim towards litigation expenses. Further, the respondent has not made any disproportionate gain or unfair advantage as a result of delay in possession rather the respondent has suffered on account of escalation in prices of various material, wages of workmen etc, post Covid-19 pandemic, however the respondent has not made any additional demand from the complainants towards escalation of the price of the unit.
- XIII. That the respondent is neither in violation of any provisions of the RERA, 2016 nor any of the provisions of the agreement and hence the instant complaint is devoid of merit. The complainants are misconceived and complaint is an effort to put undue pressure on the respondent.
6. All other averments made in the complaint were denied in toto
7. 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.

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8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and 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 allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**"Section 11(4)(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

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decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the objection raised by the respondent.**

**F.I Objection regarding force majeure conditions:**

13. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as construction ban due to orders passed by various Authorities including orders passed by National Green Tribunal (hereinafter, referred as NGT), lockdown due to outbreak of Covid-19 pandemic But, all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of building plan is 25.02.2017 and date of environment clearance is 18.05.2017 as taken from the documents on record. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 18.05.2021. Further, ***as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 18.05.2021 i.e., after



25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 18.11.2021.

**G. Findings on the relief sought by the complainants.**

**G.I Direct the respondent to delay possession charges along with prescribed rate of interest.**

14. The complainants booked a unit bearing no. 4-1103, Tower-4, 11<sup>th</sup> floor admeasuring carpet area 531.57 sq. ft. and balcony area 82.12 sq. ft. in the project "The Serenas" being developed by the respondent. The complainants have paid Rs.21,11,094/- against the sale consideration of Rs.19,54,712/-. A buyer agreement w.r.t the allotted unit was executed between the parties on 18.07.2018.
15. The complainants herein intend to continue with the project and are seeking delay possession charges as provided under the proviso to Section 18(1) of the Act. Section 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."

16. Further, clause 5.1 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

"5.1 within 60 days from the date of issuance of occupancy certificate, the Developer shall offer the possession of the said flat to the Allottee(s). Subject to force majeure circumstances, receipt of occupancy certificate and allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by developer in terms of the agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the payment plan, stamp

*duty and registration charges, the developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance.”.*

17. 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 the complainants not being in default under any provision of this agreement and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning.
18. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builder/promoter and buyer/allottees are protected candidly. The buyer's agreement lays down the terms that govern the sale of different kinds of properties like residential, commercials etc. between the builder and the buyer. It is in the interest of both the parties to have a well-drafted buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the unit, plot or building, as the case may be and the right of the buyer/allottees in case of delay in possession of the unit.
19. **Admissibility of grace period:** As per clause 5.1 of buyer's agreement, the respondent promoter has proposed to handover the possession within a period of four years from the date of approval of building plan or from the

date of grant of environment clearance, whichever is later. The authority calculated due date of possession from the date of environment clearance being later i.e., 18.05.2017 which comes out to be 18.05.2021. Accordingly, the authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic allows the grace period of 6 months to the promoter at this stage and the due date comes out to be 18.11.2021.

**20. Admissibility of delay possession charges at prescribed rate of interest:**

The complainants are 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]***

*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."*

21. 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.

22. 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%.

23. 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;"*

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

25. 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 5.1 of the buyer's agreement executed between the parties on 18.07.2018, the possession of the subject unit was to be delivered within 4 years from the date of approval of building plan or grant of environment clearance, whichever is later. The due date of possession is calculated from the date of environment clearance i.e., 18.05.2017. As per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The

completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 18.05.2021 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. As such the due date for handing over of possession comes out to be 18.11.2021. Further, a relief of 6 months will be given to the allottee that no interest shall be charged from the complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

26. The respondent has obtained the occupation certificate on 25.03.2022. Copy of the same has 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 complainants as per the terms and conditions of the buyer's agreement dated 18.07.2018 executed between the parties. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 18.07.2018 to hand over the possession within the stipulated period.
27. 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 25.03.2022. The respondent offered the possession of the unit in question to the complainant only on 27.03.2022. So, it can be said that the complainants 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 month 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 till the expiry of 2 months from the date of offer of possession (27.03.2022) which comes out to be 27.05.2022.

28. 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 complainants are entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 18.11.2021 till the offer of possession i.e., 27.03.2022 plus 2 months i.e., 27.05.2022 actual taking over of possession whichever is earlier as per section of Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.

**G.II Registration of conveyance deed in favor of complainants.**

29. During proceedings dated 05.09.2024, the counsel for the respondent submitted that the conveyance deed for the subject unit has been duly executed between the parties. The complainants did not objected to the same during proceedings. In light of this, no further directions can be issued regarding the above sought relief.

**G.III Direct the respondent not to charge the extra amount which are agreed by both the parties at the time of execution of BBA.**

30. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement or provided under Affordable Housing Policy, 2013.

**G.IV Direct the respondent to pay litigation charges of Rs.21,000/-.**

31. The complainants are seeking relief w.r.t compensation in the aforesaid relief, Hon'ble Supreme Court of India in civil appeal titled *as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. Supra* held that an allottee is entitled to claim compensation under sections 12, 14, 18 and

section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

#### **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 to pay interest on the paid-up amount, i.e., Rs.21,11,094/- at the prescribed rate of 11.10% p.a. for every month of delay from the due date of possession i.e., 18.11.2021 till the date of offer of possession (27.03.2022) plus two months i.e., 27.05.2022 or till actual handover of possession whichever is earlier to the complainants. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.
- II. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- 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 respondents 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. The 6 months grace period due to Covid-19 shall also apply to the allottee in case of any default in making payment.

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- IV. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.
33. The complaint stands disposed of.
34. File be consigned to the registry.

**Date: 05.09.2024**

  
**(Vijay Kumar Goyal)**  
Member

Haryana Real Estate Regulatory  
Authority, Gurugram



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