

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

Complaint no. : 1587 of 2021
Date of filing complaint: 15.04.2021
Order Reserve On: 13.12.2024
Order Pronounced On: 21.02.2025

1. Rajib Ghosh
 2. Arpita Ghosh
- R/o: - 12/4/1C Khanpur Road, Nakatala,
Kolkata (West Bengal)-700047

Complainants

Versus

1. M/s Agrante Realty Limited
Regd. Office at: DTJ-704, 7th floor, DLF Tower-B,
Jasola, New Delhi-110044
2. ICICI Bank Ltd.
Address: Videocon Tower, Jhandewalan Extn.,
New Delhi-110055

Respondents

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Sh. Shubham Kapoor
None

Complainant
Respondents

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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Beethoven's 8", Sector- 107, Gurgaon
2.	Nature of project	Group housing complex
3.	RERA registered/not registered	Not Registered
4.	DTCP License no.	23 of 2012 dated 23.03.2012
	Validity status	Not available on record
	Name of licensee	Narendra Kumar Gupta & others
	Licensed area	18.0625 acres
5.	Unit no. as per receipts	Minor-H/A/1201 [pg. 14 of complaint]
6.	Unit area admeasuring	1300 sq. ft. [pg. 14 of complaint]
7.	Allotment letter	20.06.2014 [pg. 36 of complaint]
8.	Date of builder buyer agreement	20.06.2014 [pg. 12 of complaint]



9.	Tripartite agreement	25.06.2014 [page no. 37 of complaint]
10.	Total sale consideration	₹ 90,80,500/- [pg. 21 of complaint]
11.	Amount paid by the complainant	₹ 36,18,346/- [₹ 9,39,647/- + ₹ 26,78,699/- (paid by bank)]
12.	Possession clause	Clause 18(a) <i>Subject to other terms of this Agreement/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Vendee(s), the Company shall endeavor to complete the construction of the Said Apartment within 42 (Forty-two) months from the date of Allotment, which is not the same as date of this Agreement. The Company will offer possession of the Said Apartment to the Vendee(s) as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Vendee(s) in taking possession of the Said Apartment from the date of offer of possession, would attract holding charges @Rs. 05 (Five) per sq. ft. per month for any delay of full one month or any part thereof.</i> <i>(Emphasis supplied)</i> [pg. 28 of complaint]
13.	Due date of possession	20.12.2017 [Due date calculated from date of allotment i.e., 20.06.2014]
14.	Delay in handing over possession till the date of filing of this complaint i.e., 15.04.2021	3 years 3 months 26 days
15.	Occupation certificate	Not obtained



16.	Offer of possession	Not offered
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B. Facts of the complaint

3. The complainant has made the following submissions: -
4. That after meeting with all the requirements of the respondent no. 1, vide allotment letter dated 20.06.2014 a unit bearing no. minor-H/A/1201 in beethoven's 8, Gurgaon, Haryana, having super built up area of 1300 sq. ft. at "BEETHOVEN'S 8" was allotted to the complainant. The said allotment letter was signed by both the parties i.e. the complainant and the respondent no. 1. Furthermore, the complainant and the respondent no. 1 entered into an agreement to sale on the same date i.e. 20.06.2014 for the above said unit.
5. That the total cost of unit as decided between the complainant and the respondent no. 1 was Rs. 90,80,500/- including all the costs but excluding Govt. taxes and out of which Rs. 9,39,647/- was paid by the complainant to the respondent no. 1 as the booking amount.
6. That the complainant had taken the loan upon the said unit and had entered into the tripartite agreement with the respondent no. 1 and the bank i.e. ICICI Bank vide agreement dated June 25, 2014.
7. That on the representation and the assurance given by the respondent no. 1, the complainant made the required payment and fulfilled every requirement made time to time by the respondent no. 1. The complainant vide loan account applied for home loan of amount Rs. 68,50,000/- out of which Rs. 26,78,699/- was disbursed.

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8. That till date complainant has fulfilled all the demands as demanded by the respondent no. 1 and made a total payment of Rs. 9,39,647/- apart from the loan amount.
9. That as per the terms of the allotment letter, the respondent no. 1 was liable to handover the possession of the flat by December, 2017 from the date of allotment letter without any grace period. Thus, the possession of the unit was supposed to be given to the complainant by December, 2017 maximum.
10. That however, no such offer for possession was made. That the complainant have made several visits and enquiries with the office of respondent no. 1 and the project site to enquire about the reasons for the slow progress, but the reason best known to respondent no. 1.
11. That since 2019, there has been no construction in the said property i.e. Beethoven's 8 and no progress is made in the said property. The said property is lying vacant since 2019 and the respondent no. 1 is doing nothing for the construction of the property.
12. That the complainant has decided to claim refund of his hard earned money which he has invested in the said flat. After enquiring about the construction and progress of the site, the complainant received an unjustified/unsatisfied answer from the respondent no. 1 and now the complainant has lost interest in the said flat and therefore, the complainant wants his refund.
13. That the complainant also sent the legal notice to the respondent no. 1 dated 24.11.2020, calling upon the respondent no. 1 to refund the amount along with the interest and to make payments of EMI interest to the bank against all the due and overdue bank loan instalments. But



the respondent no. 1 had paid no heed towards the complainant's notice.

C. Relief sought by the complainant:

14. The complainant has sought following relief(s).

- i. Direct the respondent no. 1 to refund the amount of Rs. 84,20,089/- paid by the complainant to the respondent no. 1 along with interest till the date of its realization.

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

D. Reply by the respondent no. 1

16. That delayed possession hurts and damages the promoter more than it does the complainant. That any additional one-year delay increases the cost of project by 20%. The promoter has not demanded or is in receipt of more than 40% of the total sale consideration of the proposed apartment from any allottee and is undertaking the cost of construction from its own pocket. The promoter is taking all measures to complete the project with procuring necessary approvals from the competent authority.

17. That the Tower-H is ready and the construction of building structure comprising of fourteen floors is completed. The necessary electrical wiring and works pertaining to plumbing and sanitation are also ready. The promoter would be in a position in all probability to offer possession of the flats in Tower-H in 4-5 months from the date of filing of the present reply. The promoter has incurred and utilised his own funds and loans

towards construction of the project and if the complaints pertaining to refunds are entertained at this stage it would jeopardize the fate of the project which would consequently hamper the valuable rights of the other allottees of project. The promoter is in the process of applying for occupation certificate for tower- H.

18. That M/s RMS Estate Pvt Ltd (Now known as "Agrante Developers Pvt Ltd" was granted development licence from Director Town and Country Planning, Haryana ("DTCP") for development of land spread over a total area of 18.0625 acre of land on which the present project is being developed. The said license was granted on 27.03.2012 and was valid for 4 years.

19. That subsequent to grant of the above licence the promoter had executed a development/collaboration agreement dated 23.05.2013 with M/s Sarvaram Infrastructure Pvt Ltd ("Collaborator"). An area admeasuring 10.218 acre out of the aforesaid total land was handed to the collaborator with absolute and exclusive rights for the purposes of developing the same. That M/s Sarvaram Infrastructure Pvt Ltd himself or through his nominee had proposed to build a separate project namely "ELACASSA" on that parcel of land with which the promoter has no association whatsoever. Thus, resultantly there were two projects being developed under the same license by two distinct colonizers with rights and liabilities strictly framed under the said collaboration agreement. It would not be out of place to mention here that such agreements were in common practice then.

20. The development/collaboration agreement dated 23.05.2013 stipulated strict liability on M/s Sarvaram Infrastructure Pvt Ltd or his appointed nominee to be in compliance of all statutory compliances, bye-laws

applicable as per HUDA, DCP etc as applicable for his parcel of land. M/s Sarvaram Infrastructure Pvt Ltd was further under the obligation to remit all the dues accrued towards governmental authorities arising under the agreement for the portion of land with the Collaborator under the agreement.

21. That M/s Sarvaram Infrastructure Pvt Ltd however, started defaulting in his compliance of statutory duties and contractual obligations. The Promoter had on several occasions issued written requests and even served Legal Notices to M/s Sarvaram Infrastructure Pvt Ltd to rectify the said defaults inter-alia payment of EDC and IDC charges. The Promoter had taken every step to ensure compliance of statutory obligations as non-compliance by M/s Sarvaram Infrastructure Pvt Ltd would directly prejudice the Promoter's project completion having the common license. It is submitted that the license for the land lapsed due to non-renewal and it cannot be renewed until outstanding EDC & IDC charges along with penalty is not cleared for the total land jointly by the promoter and M/s Sarvaram Infrastructure Pvt Ltd in proportion to their respective projects. Needless to mention here that the Promoter is ready and willing to pay its share of EDC and IDC charges for the purposes of renewal of license.

22. That the bona-fide of the promoter can be further gathered by the fact that the Promoter is running post to pillar and has filed a representation before Financial Commissioner (Haryana) seeking a bifurcation of the license in two parts for two projects respectively and pursuing the same sincerely. It is pertinent to mention that only after renewal of license the promoter will be competent to obtain RERA Registration. The promoter

has undertaken every possible measure in his armoury to salvage the project and complete the same.

23. That the crisis of COVID-19 pandemic has also given a blow to smooth working of the promoter. During the lockdown imposed by the Central Government, the workforce at the project site left for their homes and there was a complete halt in the work which added to further delay. It was after sincere efforts of the promoter that the workforce could be again mobilised and presently the works are being carried out at the site.
24. The present complaint was filed on 15.04.2021. On hearing dated 15.09.2022 respondent no. 2 i.e., ICICI Bank was impleaded as a necessary party to the case. Vide proceeding dated 15.12.2022 notice was sent to them to appear and argue the matter but it failed to comply the same. The authority vide proceeding dated 18.08.2023 again issued reminder notice to the respondent no. 2 i.e., ICICI Bank but despite specific directions, it failed to comply with the orders of the authority. It is observed that the Authority has given ample opportunities to the respondent no. 2 vide orders dated 24.11.2023, 16.02.2023, 24.04.2024, 12.07.2024, 09.08.2024, 13.09.2024 and 13.12.2024 to put in appearance and to file reply. It shows that the respondent was intentionally delaying the procedure of the court. Therefore, the authority assumes/ observes that the respondent no. 2 i.e., ICICI Bank has nothing to say in the present matter and accordingly the defence of the respondent no. 2 i.e., ICICI Bank is struck off.
25. 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 these undisputed documents and submissions made by the complainant.

E. Jurisdiction of the authority

26. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

27. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

28. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

29. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance

of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

30. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

31. 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 respondent no. 1.

F.I. Objection regarding liability of Sarvaram Infrastructure Pvt. Ltd.

32. The respondent/promoter raised an objection that due to M/s Sarvaram Infrastructure Pvt Ltd project has been delayed. It has stated that subsequent to grant of the licence the promoter had executed a development/collaboration agreement dated 23.05.2013 with M/s Sarvaram Infrastructure Pvt Ltd over an area admeasuring 10.218 acre. The development/collaboration agreement dated 23.05.2013 stipulates strict liability on M/s Sarvaram Infrastructure Pvt Ltd or his appointed nominee to be in compliance of all statutory compliances. However, M/s Sarvaram Infrastructure Pvt. Ltd. started defaulting in his compliance of statutory duties and contractual obligations. The authority is of the view, that the collaboration agreement executed between the respondent no. 1 and M/s Sarvaram Infrastructure Pvt Ltd was executed on 23.05.2013. However, the allottee shall not suffer or bear any consequences arising from failure of the parties to the agreement to fulfill its responsibilities under the said agreement. It is the obligation of the respondent/promoter to complete the project and handover the possession of the unit till due date of possession. In the present case, till date neither the construction is complete nor has the offer of possession of the allotted unit been made to the allottee by the respondent/promoter. Therefore, respondent/promoter cannot be given benefits of its own wrong doing.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent no. 1 to refund the amount of Rs. 84,20,089/- paid by the complainant to the respondent no. 1 along with interest till the date of its realization.

33. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by them in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. 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)

34. As per clause 18 of the agreement to sale provides for handing over of possession and is reproduced below:

Clause 18(a)

*Subject to other terms of this Agreement/Agreement, including but not limited to timely payment of the Total Price, stamp duty and other charges by the Vendee(s), the Company shall endeavor to complete the construction of the Said Apartment **within 42 (Forty-two) months from the date of Allotment, which is not the same as date of this Agreement.** The Company will offer possession of the Said Apartment to the Vendee(s) as and when the Company receives the occupation certificate from the competent authority(ies). Any delay by the Vendee(s) in taking possession of the Said Apartment from the date of offer of possession, would attract holding charges @Rs. 05 (Five) per sq. ft. per month for any delay of full one month or any part thereof".*

35. Admissibility of refund along with prescribed rate of interest: The complainants are seeking refund the amount paid by them at the prescribed rate of interest. However, the allottee intends to withdraw from the project and is seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate 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.

36. 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.

37. 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., 21.02.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.

38. On consideration of the circumstances, the documents, submissions and based on the findings of the authority regarding contraventions as per provisions of rule 28(1), the authority is satisfied that the respondent no. 1 is in contravention of the provisions of the Act. By virtue of clause 18 of the agreement to sale executed between the parties on 20.06.2014, the possession of the subject unit was to be delivered within a period of 42

months from the date of allotment. The date of allotment is 20.06.2014 therefore, the due date comes out to be 20.12.2017.

39. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the plot in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016.
40. The due date of possession as per buyer's agreement as mentioned in the table above is **20.12.2017** and there is inordinate delay. Till date neither the construction is complete nor has the offer of possession of the allotted unit been made to the allottee by the respondent/promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to it and for which they have paid a considerable amount of money towards the sale consideration. Further, the authority observes that there is no document place on record from which it can be ascertained that whether the respondent no. 1 has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. In view of the above-mentioned fact, the allottees intend to withdraw from the project and is well within the right to do the same in view of section 18(1) of the Act, 2016.
41. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent/promoter. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted

unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

"... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project.....".

42. The judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra) reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022. it was observed

25. *The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."*

43. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or 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 the allottee, as she wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

44. 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/promoter is established. As such, the complainant is entitled to refund an amount of Rs. 36,18,346/- 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*.

45. Out of total amount so assessed, the amount paid by the bank i.e., respondent no. 2 be refunded first in the bank and the balance amount along with interest will be refunded to the complainants.

H. Directions of the authority

46. 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/promoter is directed to refund the amount i.e., Rs. 36,18,346/- received by it from the complainant along with


interest at the rate of 11.10% p.a. 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 deposited amount.

- ii. Out of the total amount so assessed, the amount paid by the bank/financial institution i.e., respondent no. 2 shall be refunded first and the balance amount along with interest will be refunded to the complainant. Further, the respondent no. 1 is directed to provide the No Objection Certificate (NOC) to the complainant after getting it from the bank/financial institution.
- iii. A period of 90 days is given to the respondent/promoter to comply with the directions given in this order and failing which legal consequences would follow.

47. Complaint stands disposed of.

48. File be consigned to registry.

Dated: 21.02.2025



(Ashok Sangwan)

Member

Haryana Real Estate
Regulatory Authority,
Gurugram