

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

Date of filing :	08.01.2024
Order reserved on :	07.11.2024
Order pronounced on:	02.01.2025

**1. Manshu Taneja**  
**2. Shivani Taneja**  
**Both R/o:** 106, Anand Vihar, Saraswati Vihar,  
New Delhi -110034

**Complainants**

**Versus**

**ATS Real Estate Builders Pvt. Ltd**  
**Regd. office:** ATS Tower Plot no. 16, Sector 135,  
Noida- 201305

**Respondent**

**CORAM:**  
Shri Vijay Kumar Goyal

**Member**

**APPEARANCE:**  
Shri Aman Kaushik (Advocate)  
Shri M.K. Dang (Advocate)

**Complainants  
Respondent**

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

**A. Unit and Project-related details:**

2. The particulars of the project, the details of the sale consideration, the amount

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paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"ATS Marigold" at Sector 89A, Gurgaon, Haryana
2.	Nature of the project	Group Housing Colony
3.	RERA registration	55 of 2017 dated 17.08.2017
4.	Unit no.	2162, 16 <sup>th</sup> floor, in Tower- 2 (Page no. 25 of the complaint)
5.	Unit area admeasuring	2150 sq. ft. (Super built-up area)
6.	Allotment letter dated	29.09.2014 (Page 25 of complaint)
7.	Buyer agreement	29.09.2014 (Page no. 29 of the complaint) Annexed but not executed
8.	Possession clause	<b>6.2 The Developer shall endeavor to complete construction of the Apartment within 42 (forty two) months from the date of this Agreement with the grace period of 6 (six) months ("Completion Date"), subject always to timely payment of all charges including the basic price, stamp duty, registration fees and other charges as stipulated herein. The Company shall send possession Notice and offer possession of Apartment to the Applicant(s) as and when the Company receives the occupation certificate from the competent authority(ies).</b> (Page no. 40 of the complaint)
9.	Due date of possession	29.09.2018  (Note: - due date of possession can be



		calculated from the date of agreement 29.09.2014) Note: A grace period 6 months is allowed being unconditional.
10.	Sale consideration	Rs.1,27,91,380/- (as per customer ledger at pg. 75 of reply)
11.	Amount paid by the complainant	Rs.53,75,000/- (as payment receipts at page 27-28 of complaint)
12.	Occupation certificate	16.06.2023 (Page 66 of reply)
13.	Offer of possession	20.06.2023 (Page 60 of complaint)
14.	Reminders/ Demand letter dated	02.12.2022, 27.07.2023, 06.10.2023
15.	Termination letter dated	18.08.2018, 06.04.2023, 07.11.2023 (Page 42 of reply), (Page 53 of reply), (Page 83 of reply)
16.	Third -party rights created on	07.03.2024 (As stated by respondent at page 08 of reply)

**B. Facts of the complaint:**

3. The complainants have made the following submissions in the complaint:

- a. The respondent had published advertisements of the project and invited applications for allotment of residential apartments. The respondent assures the complainants that they are in the process of developing a project namely "ATS Marigold" at sector-89A, Gurgaon. It was communicated to the complainants that the project will be ready for possession within 42 months after execution of builder buyer agreement.

- b. On the basis of such representations of the Respondent and impressed with their assurances and plans, the Complainant applied vide booking application dated 02.07.2014 and vide Allotment Letter dated 29.09.2014, the complainants were allotted one residential apartment bearing no. 2162 on the 16<sup>th</sup> floor of Tower No. 02 having super built-up area of 199.74 sq. mt. equivalent to 2150 Sq. feet which includes a built-up area of 169.08 sq. mt. equivalent to 1820 Sq. feet to the complainants having a total sale consideration of Rs. 1,28,30,860/- including EDC/IDC Charges and two parking and also other charges in the prospected project at "ATS MARIGOLD", Sector-89A, Village Harsaru, Gurugram.
- c. Till date 25-08-2014 the complainants have paid a huge amount of Rs.53,75,000. That complainants were assured that possession of allotted unit shall be provided within 42 months from date of builder buyer agreement.
- d. The payment plan agreed to between the respondent and complainants was a construction linked installment plan, wherein certain considerable initial payments are made to the builder according to construction stages within the first 3-4 months and the remainder in installments as and when certain levels of construction are achieved or initiated by the builder, but it is submitted that the respondent have never raised payment according to the said plan. That on 17-05-2018 the respondent has issued a reminder for making payment of Rs. 63,44,603/- however in the said reminder the respondent had not mentioned the status/ stage of construction and when complainants approached the respondent to know the status /stage of the building then, no satisfactory answer was provided by the respondent, thereafter the complainants have personally visited the site of project and it was shocking for the complainants that the there was no such stage of

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- construction for which the respondent issued the demand of Rs. 63,44,603/- and the said concern was duly raised to the respondents.
- e. On 02-12-2022 the respondent again has issued a reminder for making payment of Rs. 65,79,860/- along with interest of Rs. 58,26,827/- total Rs. 1,24,06,687/- but again the concern for construction stage was raised by the complainants to the respondent and strictly refused to pay any amount as the demand for payment was being raised was not according to the stage of construction and also the complainants refused to pay any interest in absence of any valid demand from respondent's side and the respondent had shifted their default on complainants' part. That complainants have raised the said concern to the respondent and opposed strictly with the respondent, thereafter on dated 06-10-2023 the respondent has issued corrected demand for Rs. 74,55,860/- to the complainant, but again on question of provide possession the respondent is silent and not providing any satisfactory reply to the complainants.
- f. Complainants in the meanwhile repeatedly personally approached and contacted the respondent and its representatives about the status of construction/ possession, who kept on making bald promises, however at no time did they clarify the situation or provided any reasonable or justifiable explanation for the inordinate delay in giving possession. It is respectfully submitted that the complainants, have invested a majority of their life savings in the respondent's project for securing a safe future for their family members and have dreamt of residing in their dream home; which the respondent had portrayed.
- g. On 20-06-2023 the complainants had received a communication from the respondent stating "OFFER OF POSSESSION & REGISTRATION OF CONVEYANCE DEED FOR THE APARTMENT NO. 2162" has been received by the respondent for the project and under this notice respondent are



demanding the balance amount of Rs. 74,55,860/- and complainants are ready to pay the said balance amount and also ready to deposit stamp charges and other charges to get conveyance deed in their favor, but on enquiry it was informed to the complainants that due to technical reason the conveyance cannot be executed in favor of complainants, but the officials of respondent are pressuring the complainants to make balance payment.

- h. It is pertinent to mention here that in this notice the respondent had agreed for the registration of conveyance deed but in reality, when the complainants approached the respondent for the same the respondent denied it and said that conveyance deed cannot be done at this time.
- i. That on 20.06.2023, the complainants have received the offer of possession for the allotted unit from the builder, and even ready to pay the balance consideration but there is no hope, that the respondent can execute the conveyance deed in favor of complainants. That complainants are ready to pay entire balance consideration but subject to the immediate execution of conveyance deed by the respondent / builder.
- j. It is submitted that the complainants have not got the possession of their home/apartment even after an inordinate delay of over 05 years and are still waiting.
- k. That in view of the inordinate delay in giving possession to the complainants and further in absence of an actual date of handing over physical possession of the said apartment (which is in breach assurance of respondent and still, the complainant inter alia seek interest/ compensation for delay in handing over possession as per Section 18 of RERA till the date of giving actual physical possession of the apartment to the complainants.

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

4. The complainants have sought the following relief(s):

- i. Direct the respondent to withdraw the unjust and illegal demand which is more than agreed consideration amount and to handover the actual, physical and vacant possession of the Apartment bearing No. **2162** on the 16<sup>th</sup> floor of Tower No. 02 in "ATS MARIGOLD", Sector-89 A, Village Harsaru, Gurugram.
  - ii. Direct the respondent to pay interest on delay possession charges at the rate of interest as per Section 18 of RERA 2016 read with Rule 15 and 16 of Haryana Real Estate (Regulation and Development) Rules, 2017 from October 2018 till the date of handing over actual physical possession of the apartment to the complainants.
  - iii. Direct the respondent to execute the conveyance deed as per terms of RERA act in favor of complainants.
  - iv. Direct the respondent to pay an amount of Rs.5,00,000/- as litigation expenses.
  - v. Any other relief which this Hon'ble Authority deems fit and just.
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) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent:**

6. The respondent had made the following submissions in the reply:
- a. The complainants, after checking the veracity of the project namely, 'ATS Marigold', Sector 89A, Gurugram had applied for allotment of an apartment vide booking application form dated 02.07.2013. The complainants had agreed to be bound by the terms and conditions of the booking application form.
  - b. That based on the said application, respondent vide its allotment offer letter



dated 29.09.2014 allotted to the complainants an apartment no. 2162 on the 16<sup>th</sup> floor of tower no. 2 having super built-up area of 1820 sq. ft. for a sale consideration of Rs. 1,27,91,380/-.

- c. The respondent raised payment demands from the complainants in accordance with the mutually agreed terms and conditions of the allotment as well as of the payment plan. The complainants made part-payment out of the total sale consideration and were bound to pay the remaining amount towards the total sale consideration of the unit along with applicable registration charges, stamp duty, service tax as well as other charges payable along with it at the applicable stage.
- d. The respondent vide its letter dated 11.10.2014, had requested the complainants to sign two copies of the builder buyer agreement and to return the same. However, the same was not done by the complainant.
- e. The respondent vide its reminder dated 12.03.2015, had requested the complainants to make the due payment for the net payable amount of Rs. 65,79,860/- due to be paid by 25.11.2014. However, the complainants failed to remit the demanded amount despite reminders dated 02.05.2015, 08.07.2016 and 26.08.2016 sent by the respondent to the complainants.
- f. The respondent vide its reminder dated 09.09.2017, requested the complainants to make the due payment for the net payable amount of Rs. 63,44,603/- (excluding taxes). However, the complainants failed to remit the demanded amount despite reminders dated 14.03.2018, 04.04.2018, 17.05.2018 and 15.06.2018 and a final notice dated 11.07.2018 sent by the Respondent to the complainants.
- g. The respondent vide its mail dated 22.02.2018, requested the complainants to clear all their dues along with the interest charges at the earliest and to sign the copies of agreement and return to the respondent immediately.



- h. It is pertinent to mention here that timely payment of instalments within the agreed time schedule was the essence of allotment. On account of non-fulfilment of the contractual obligations by the complainants despite several opportunities extended by the respondent, the allotment of the complainants was cancelled and the earnest money was forfeited vide termination Letter dated 13.08.2018.
- i. Thereafter, the complainants approached the respondent and requested the respondent to restore their allotment. The complainants also undertook to strictly abide by their obligations of making payments of the instalment in a timely manner. Being a customer-oriented company, the respondent acceded to the said request of the complainants. Thereafter, the respondent again repeatedly sent several notices for termination of allotment of the unit in question dated 02.02.2020, 11.08.2021, 11.01.2022 and 03.02.2022 and a final reminder dated 02.12.2022. However, the complainants have miserably failed to make payment of outstanding amount.
- j. After completing the construction, the respondent vide its letter dated 11.10.2022, intimated the complainants that their unit is ready for carrying fit-out works and requested them to complete the interior/fit-out work within 3 months. On account of non-fulfilment of the contractual obligations by the complainants despite several opportunities extended by the respondent, the allotment of the complainants was cancelled and the earnest money was forfeited vide termination Letter dated 06.04.2023.
- k. From the aforesaid terms of the buyer's agreement, it is evident that the construction was to be completed within a period of 42 months from the date of the agreement and the same was subject to the occurrence of force majeure conditions. The possession of the unit was to be handed over to the complainant only after the receipt of the Occupation Certificate from the concerned authorities. It is pertinent to mention here that the respondent

has already completed the construction of the tower in which the unit previously allotted to the complainants is located and the photographs of the same are attached.

- l. After the completion of the construction, the respondent had applied for the grant of the Occupation Certificate vide application dated 26.08.2022. After scrutiny, the concerned authorities granted the occupation certificate for the tower in question only on 16.06.2023 and the respondent offered the possession to the complainant on 20.06.2023.
- m. The complainants had been called upon to take the possession of their unit after payment of the amount due and fulfilment of the requisite formalities yet the complainants did not do so. The respondent was constrained to send reminder dated 27.07.2023 followed by final reminder dated 06.10.2023 to the complainants.
- n. It is pertinent to mention here that timely payment of instalments within the agreed time schedule was the essence of allotment. On account of non-fulfilment of the contractual obligations by the complainants despite reminders sent by the respondent, the allotment of the complainants was cancelled and the earnest money was forfeited vide termination Letter dated 07.11.2023.
- o. The complainants are real estate investors who had booked the unit in question with a view to earn quick profit in a short period. However, their calculations went wrong on account of slump in the real estate market and the complainants did not possess sufficient funds to honor their commitments.
- p. Since the allotment of the unit stood terminated and cancelled, the complainants are now not left with any right, title or interest in the previously allotted unit. Therefore, the complainants are not at all entitled



to the reliefs sought in the present complaint. The complaint being an abuse of the process of law is liable to be dismissed.

7. 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 submissions made by the parties.

**E. Jurisdiction of the Authority:**

8. 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**

9. As per notification no. 1/92/2017-ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be the entire Gurugram District for all purposes 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**

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

**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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.*

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11. Hence, given 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 complainants being investors.**

12. The respondent has raised an objection that the complainants are investors and not consumers. Therefore, they are not entitled to the protection of the Act and also not entitled to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumers of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumers of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainants are buyers and paid a total price of Rs.53,75,000/- to the promoter towards purchase of an apartment in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

*"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.*



13. The view of above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment application for allotment, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of promoter that the allottees being investors are not entitled to protection of this Act also stands rejected.

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

**G.1 Direct the respondent to to pay interest on delay possession charges at the rate of interest as per Section 18 of RERA 2016 read with Rule 15 and 16 of Haryana Real Estate (Regulation and Development) Rules, 2017 from October 2018 till the date of handing over actual physical possession of the apartment to the complainants**

14. The complainants were allotted a unit in the project of respondent "ATS Marigold" in at sector 89 A, Gurgaon vide allotment letter dated 29.09.2014 for a total sum of Rs.1,27,91,380/-. The buyer's agreement was executed on 29.09.2014 itself and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 53,75,000/-.
15. The respondent vide letters dated 18.08.2018, 02.12.2022, 22.07.2023 and 06.10.2023, raised demand for due instalment which was due as per the payment plan opted by the complainant. After issuing several reminders for payment of outstanding dues, the respondent issued a final demand notice on 06.04.2023 and finally terminated the allotment of the unit on 07.11.2023 on failure of payment of outstanding instalments.
16. The complainants-allottees are under an obligation to make payment of outstanding dues as agreed between the parties vide agreement dated 29.09.2014. As per section 19(6) of the Act of 2016, every allottee who has entered into an agreement to take an apartment, plot or building under section



13 is responsible to make necessary payments in the manner and within the time as specified in the said agreement. In the present case, the complainants-allottees have not complied with the terms of the agreement as the complainant despite issuance of several reminders by the respondent had only remitted 42% of the sale consideration. The respondent obtained the occupation certificate on 16.06.2023, and an offer of possession was made on 20.06.2023. The termination of the unit was subsequently effected due to the complainant's default in failing to pay the outstanding dues associated with the unit. Consequently, the cancellation of the unit, dated 07.11.2023, is hereby stands valid.

17. The respondent in its reply contended that as the relief sought by the complainant in the complaint is not maintainable due to cancellation of the unit on 07.11.2023, however, no amount has been refunded till date.
18. Now when the complainants approached the Authority to seek delay possession charges and possession, it is observed that the unit was terminated due to default on part of the complainants. Since the third-party rights pertaining to the unit has already been created on 07.03.2024 and no alternate unit is available for allotment, the Authority is of view that a promoter cannot retain the amount paid by the complainant after the unit got terminated and the complainants herein are entitled for refund after deduction of earnest money under clause 10.4 (i) of BBA, the respondent-builder is entitled to forfeit the earnest money of the total sale consideration. The relevant portion of the clause is reproduced herein below:

*"The Developer shall, out of the entire amounts paid by the buyer to the Developer till cancellation date, forfeit the entire Earnest Money and any other dues payable by the Buyer including interest on delayed payments as specified in this Agreement"*

19. The issue with regard to deduction of earnest money on cancellation of a



contract arose in cases of *Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136*, and wherein it was held that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage. National Consumer Disputes Redressal Commissions in CC/435/2019 *Ramesh Malhotra VS. Emaar MGF Land Limited (decided on 29.06.2020)* and *Mr. Saurav Sanyal VS. M/s IREO Private Limited (decided on 12.04.2022)* and followed in CC/2766/2017 in case titled as *Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022*, held that 10% of basic sale price is a reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing as under-

**"5. AMOUNT OF EARNEST MONEY**

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

20. Keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory



Authority, Gurugram, the respondent/builder can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. So, the respondent/builder is directed to refund the amount received from the complainants i.e., Rs. 53,75,000/- after deducting 10% of the sale consideration and return the remaining amount along with interest at the rate of 11.10% (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 cancellation i.e., 07.11.2023 till the actual date of refund of the amount within timelines given in rule 16 of the Haryana Rules 2017 *ibid*.

**G.II Direct the respondent to withdraw the unjust and illegal demand which is more than agreed consideration amount which is more than agreed consideration amount and to handover the actual, physical and vacant possession of the apartment bearing No. 2162 on the 16<sup>th</sup> floor of Tower No. 02 in "ATS MARIGOLD", Sector-89 A, Village Harsaru, Gurugram**

**G.III Direct the respondent to execute the conveyance deed as per terms of RERA act in favor of complainants**

21. As the Authority is allowing the refund of the paid-up amount along with interest as mentioned in para 44, all above sought reliefs by the complainant becomes redundant.

**G.IV Direct the respondent pay an amount of Rs.5,00,000/- as litigation expenses.**

22. The complainant is 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 issued by the Authority:**

23. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

- I. The respondent is directed to refund the paid-up amount of Rs. 53,75,000/- after deducting the earnest money which shall not exceed the 10% of the sale consideration of Rs. 1,27,91,380/- along with the interest at the prescribed rate i.e., 11.10% on the such balance amount from date of cancellation i.e., 07.11.2023 till actual date of realization.
- II. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.

24. Complaint stands disposed of.

25. File to be consigned to the registry.

**Dated: 02.01.2025**

**HARERA**  
**GURUGRAM**

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