

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Suo Motu Complaint no.:	801 of 2018
Date of filing:	22.11.2018
Date of first hearing:	11.12.2018
Date of decision:	24.04.2025

Haryana Real Estate Regulatory Authority, Panchkula through Administrative Officer (Petitions)

....COMPLAINANT

VERSUS

- 1. Astrum Value Homes Pvt. Ltd.
- 2. Stanza Developers and Infrastructure Private Ltd

.....RESPONDENTS

CORAM:

Parneet S. Sachdev

Chairman

Nadim Akhtar

Member

Chander Shekhar

Member

Present: Mr. Shobhit Phutela, counsel for the respondent, in person.

Ms. Neetu Singh, counsel for the allottees through VC.

ORDER (PARNEET S. SACHDEV -CHAIRMAN)

1. Background of the complaint:-

Allottees of project- "La Regencia Phase- II, Panipat" developed by the respondent had filed complaints bearing no. 88, 05, 86, 87, 90, 99, 104,

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105, 107, 108, 109, 111, 112, 115, 136, 155, 158, 161, 190, 192/2018 before the Authority seeking refund of the paid amount on account of non-completion of project. Authority while disposing of said bunch of complaints vide order dated 17.10.2018 observed that project in question had been developed in phases. Phase-I stands completed and possession has been already been handed over to the allottees. Problems arose while developing phase-II of the project due to financial crunch and dispute between land owner, i.e. Stanza Developers and promoter, i.e. Astrum Value Homes Pvt Ltd. In total there were 180 apartments, out of which 145 stands allotted. Out of the allotted apartments, allottees of 20 apartments had filed complaints. As such, the respondent had assured to complete the project and was ready to follow the directions of the Authority. Moreover, the structure of project was ready and was duly registered with the Authority, whereby its completion date was of December, 2019. Therefore, the Authority observed that in ease the relief of refund is granted to the 20 complainant-allottees, interests of the rest of the non-complainant allottees could also get seriously jeopardized and the project may not get completed. The Authority considered it to be its responsibility to not only protect the interest of the 20 complainantallottees but also the non-complainant allottees in the larger public interest. Growth and development of the real estate project is also a responsibility of Authority. Hence, in order to ensure that the promises/assurances must be fulfilled by the respondents and for monitoring the completion of phase-II of project, captioned suo motu complaint was registered against the respondents. Disposal order dated 17.10.2018 is reproduced below for reference:-

- "1.The facts of the lead case Complaint No.88 of 2018 Suman Bansal & others Versus Astrum Value Homes Pvt. Ltd. are being taken into consideration for disposal of the matter.
- 2. This matter had been part heard on 16.10.18 and finally heard today on 17.10.18. On 16.10.18, Ld. Counsel for the complainant had filed a miscellaneous application for reviewing the order of the Authority passed after its hearing on 10.09.18. Ld. Counsel had requested that the matter heard by two members of the Authority should be heard by Full Bench. After arguments, the application was disposed of and terms thereof have bene incorporated in this order.
- 3. In brief, the complainant's case is that she purchased an apartment from an original allottee on 15.04.2013 in the project 'La Regencia' promoted by the respondent. The original allottee had booked the apartment in May 2012. On 06.06.2013, buyer's agreement was executed and Apartment No. F-601 measuring 1865 sq.ft. was allotted to her. It was agreed that the possession will be handed over within 30 months. The complainant alleged that the period of 30 months should be reckoned from 29.05.2012 i.e. date when the apartment was initially booked. Accordingly, if the period of 30 months is reckoned from the date of booking, it comes to 29.11.2014 and if it is reckoned from the date of agreement then it comes to 5.12.2015. Against total sales consideration of Rs.54,28,750/-, the complainant has already paid an amount of Rs. 40, 44, 015/-. The complainant further states that the payment plan is construction linked. Since, no further demand has been raised by the respondent after 04.07.2016, it is evident that no

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construction work has been taking place. At present, only bare structure is standing at the site.

- 4. During oral arguments, Ld. Counsel for the complainant states that numerous attempts have been made by the complainant to persuade the respondents to start construction but each time they have made false assurances without any progress at the site. Several meeting with the representative of district administration have also been held in which the respondents have held several promises but none of those promises have actually been fulfilled. The respondents have been making false promises and are just not serious about completing the project. Since the project has been delayed inordinately, no work is going-on on the ground, there are disputes between the respondent partners and even the structure already constructed at the site is deteriorating and may have actually become unsafe, therefore, the complainant seeks refund of their deposit along with interest @ 18% as well as due compensation.
- 5. The respondents have basically admitted the fact of the complainant having paid the claimed amount to them. They, however, state that as per clause 4.1 of the agreement, the possession of the apartment is supposed to be handed over within 30 months of executing the buyer's agreement which, however, is subject to force majeure conditions, timely payment of the price of the apartment etc. It has further been stated by the respondents that structure of the building is complete and the Authority while adjudicating the complaint of this nature has to consider the interest of the project as a whole and the impact of any refund/claim on the interest of all allottees of the project as well. It is mentioned in the registration certificate of the project dated 12.09.17 that it will be completed by December, 2019. Further, if the relief of refund as prayed for is allowed then not only would the interest of the other allottees of the said project be jeopardized but viability of the project as a whole would also go into serious problems. The respondents have also challenged the jurisdiction of this Authority but have given no reasons for the same. The respondent also states that the complainant is barred by the

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principle of acquiescence because one, the complainant has executed the buyer's agreement without any objection and second, she is bound by the terms and conditions set therein. The complainant cannot challenge those conditions at such a belated stage.

- 6. The Authority observes as follows:
- (i) This bunch of complaints had been received by the Authority in the months of March/April, 2018. It is apparent from the facts submitted orally and in writing by the parties that the project is comprised of two phases. Admittedly, the Phase-I is complete, its possession has been handed over and the allottees are living in those apartments. The problem, however, has arisen in the Phase-II of the project. As argued by the Ld. Counsel and also noted by the Authority on various dates that the project has ran into difficulties on account of stoppage of cash flow due to non-payments by a chunk of allottees and also because of internal disputes between the respondent no. 1 & 2. Respondent No.2, M/s Stanza Developers & Infrastructure Pvt. Ltd. is the land owner licensee and respondent No.1 is the developer of the project.
- (ii). There are 180 apartments in Phase-II of the project, out of which 145 have been allotted, out of which 20 are the complainants.
- (iii) The respondent No.1 is assuring to complete the project and is ready to follow the directions of the Authority. The Authority observed that in case the relief of refund is granted to the complainants, interests of the rest of the non-complainant allottees could also get seriously jeopardized and the project may not get completed. The Authority considers it to be its responsibility to not only protect the interest of the complainants but also the non-complainant allottees in the larger public interest. Growth and development of the real estate project is also a responsibility of Authority.

Keeping in view the aforesaid facts and circumstances, the Authority had adjourned this matter six times and have granted in all seven hearings to the complainants and the respondents. Keeping in view the larger interest of the allottees, the Authority

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has taken a view that since the funds collected from the allottees does not appear to have been siphoned away by the respondents and they are willing to follow the directions of the Authority to compete the project, the refund of the money paid by the complainants in this situation is not justified. The Authority had asked the respondents to open an 'Escrow Account' in which they should contribute an amount of Rs.20 crores from their own resources and invest that money only on completion of the project. The Authority had also asked the respondent to give monthly schedule of completing the construction work as well as the amount to be spent on various construction activities in each month. In response to the various directions of the Authority as have been recorded in various interim orders passed by it on different dates, the respondents have submitted their plan of action and schedule of expenditures for completing the project. The directions passed by the Authority from time to time in the interim orders may be read as a part of this order. All the orders passed by the Authority are available on its website. In response to the directions of the Authority, the respondents have undertaken to complete the project in three phases as follows: -

- (i) Towers E & F and related external infrastructure shall be completed by June, 2019. (ii) Towers G & II and related external infrastructure shall be completed by September, 2019.
- (ii) Tower I and related external infrastructure shall be completed by December, 2019. The respondent no. I has undertaken to incur the expenditure on Towers E, F, G, II and I as listed below in each month starting from October, 2018 up to December, 2019
- (iii) In order to show their seriousness, the respondents produced a statement showing the details of the 'Escrow Account' with ICICI Bank, Gurgaon Branch bearing Account No. 661405600771 and the fact of having deposited an amount of about Rs.10 crores in that account. The respondents submitted that they will deposit more amount in this account as and when required to meet the schedule given above. The

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respondent also gave a table of the construction activities which will be carried out in each month starting from October, 2018 upto December, 2019. The said table was taken on record.

- 7. After detailed consideration of the matter and evaluating the written and oral submissions made by both the parties, the Authority disposed of this matter with following directions: -
 - (i) The respondents shall strictly adhere to the undertakings given by them in respect of completing the construction activities as shown in the table and for meeting the deadlines stated above. They will incur the expenditure on the project as promised by them. Any failure on this account will invite exemplary penalty. In order to ensure that the promises are fulfilled by the respondents, a suo moto Complaint No. 801 of 2018 has been registered against the respondents which will be heard every two months by the Authority. This suo moto complaint shall now come up for hearing on 11.12.18.
 - This Authority has taken a view with regard to the (ii) compensation to be paid to each of the allottee on account of delay in handing over possession by the developers in complaint Case No.113 of 2018- Madhu Sareen Versus M/s BPTP Ltd. In the said complaint, two Members have taken a view that for the delay compensation should be payable as prescribed in Rule 15 of the HRERA Rules whereas the 3rd member has taken a different view for the reasons recorded in detail in complaint Case No.49 of 2018-Parkash Chand Arohi Versus M/s Pivotal Infrastructure Pvt. Ltd. While as per law, the majority view will be implemented, however, the views of the respective members shall remain as expressed in above mentioned complaints. respondent shall strictly abide by the super area, for which the complainant shall be charged, in accordance with the already approved plans as on this date without making any further amendments therein. Further, the

- super area allocated to each complainant for which he/she will be charged shall be conveyed by the respondents and the same shall not be altered.
- The allottees shall be liable to pay all statutory charges; (iii) taxes (v) (vi) and levies payable to the State Government or State Government authorities as are applicable upto the deemed date of possession calculated from the date of execution of buyer's agreement. This date will differ in each case. If any tax, levy or charge has been imposed by the State Government or its authorities after the said deemed date of possession, the same shall be borne by the respondents. The respondents shall prepare a statement of account in respect of each allottee atleast two months prior to the likely date of offer of possession. In the statement of account, the amount payable by the allottees to the developers and the amount of compensation payable by the developers to the allottees shall be duly shown. The allottees shall be asked to pay only the balance excess amount if any. The respondent shall prepare a directory of all the allottees containing therein their addresses and phone numbers and circulate the same amongst all the allottees. He shall take steps to form an association of the allottees and hold a monthly meeting to apprise the allottees of the financial and physical progress of the project. Disposed of in above terms."
- It is pertinent to mention here that Authority in order to adjudicate the issues/grievances involved in completion of project passed detailed orders vide suo moto Complaint No. 801/2018. Gist of said detailed orders are mentioned below:-

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- A. Order dated 11.12.2018 wherein Authority has expressed the need to ascertain the present status of the project in order to assess further progress in construction to be made henceforth. Therefore, respondents were directed to get the entire project videographed in presence of complainants and submit a detailed report in this regard along with soft copy of video on next date of hearing.
- B. Order dated 23.01.2019 wherein Authority had observed that construction had started at project site with 100-200 labourers working at site. Pace of development is bit slow but looking to bonafide intention of respondents to complete the project, further time upto March, 2019 to bridge the gap was provided to respondents.
- C. Order dated 27.08.2019 records that the respondent had assured completion of Towers E and F by December 2019, and Towers G and II by March 2020. A monthly meeting with the allottees was held on 24.08.2019 to update them on the progress of construction. The Authority observed that the respondent appeared to be making genuine efforts to complete the project. Site photographs were placed on record, which clearly indicate that construction was in full swing, and Towers E and F were likely to be completed and ready for possession by December 2019.



- D. In the hearing dated 03.03.2020, the respondents submitted a project progress report, indicating that construction of Towers E and F was nearing completion, and plastering work was ongoing in Towers G and H. They stated that funds for these towers would be infused, but noted that construction work was slow and halted. The Authority directed the respondents to apprise it of the expenditure required to obtain the Occupation Certificate (OC) for Towers E and F, and to continue monthly meetings with allottees to monitor project progress and expedite possession. The Authority also mandated the respondents to issue a fresh statement of accounts incorporating delay compensation if possession delivery time had lapsed and prohibited raising new demands or performing construction activities without addressing previous issues.
- E. In the hearing dated 08.04.2021, Id. counsel for the respondent submitted that Towers E and F were completed and ready for possession, with the Occupation Certificate (OC) having been applied for. Pre-delivery inspections were made available for all allottees. The complainants' counsel, however, argued that the supplied statements of accounts were not in accordance with previous orders. The Authority directed the respondents to supply fresh statements of accounts that clearly show receivable and payable amounts,

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incorporating delay possession interest, and to offer possession of the flats to all allottees only after obtaining the Occupation Certificate. Complainants/allottees were directed to inspect their flats for any deficiencies before taking possession.

- F. In the hearing dated 29.06.2021, ld. counsel for the respondent reiterated that Towers E and F were completed and ready for possession, with OC applied for. He also stated that construction work in Tower G was 80% complete. The Authority observed that the respondent had offered possession without obtaining OC, which was not a proper legal offer. The Authority reiterated its direction for the respondents to supply fresh statements of accounts, including delay interest, and to offer possession only after obtaining the OC from the competent authority.
- G. Order dated 13.10.2021 records that a suo motu complaint was registered to monitor the progress of "La Regencia Phase II", Panipat. The respondent submitted a status report indicating Tower E at 99% completion, Tower F at 98%, Tower G at 86%, Tower II at 83%, and Tower I at 45% completion. OC for Towers E and F had been applied for but not yet received. Respondents also raised an issue regarding hindrance in road construction. The Authority expressed its opinion that allottees of Towers E and F are eligible for upfront monthly delay

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interest. Authority again directed the respondents to offer possession of the apartments after obtaining OC and to issue statements of accounts incorporating this delay interest.

- II. In the hearing dated 19.07.2022, ld. counsel for the respondent informed the Authority that Towers E and F were almost complete and that the Occupation Certificate (OC) had been applied for, assuring that possession would be handed over upon its receipt. The Authority directed the respondent to expedite the process of obtaining the Occupation Certificate and indicated it would communicate to the Director, Town and Country Planning (DTCP) regarding this matter.
- I. In the hearing dated 20.12.2022, ld. counsel for the respondent submitted a status report dated 30.09.2022, showing Tower F and E at 99% completion, Tower G and II at 94%, and Tower I at 70% completion. The case was then adjourned as the counsel requested time for information regarding OC for Towers E and F. The case was adjourned to 29.03.2023.
- J. Order dated 29.03.2023 records that the Authority noted the respondent's failure to provide OC information for Towers E and F despite previous directions and submit the exact construction status of Tower II. Ld. counsel for the allottees highlighted that the respondent had forced allottees to take possession without an occupation

certificate, which violates the Haryana Building Code/Act. They asserted their right to delay interest under Section 18 of the RERA Act until actual possession with OCs is provided, noting that possession was due by 2016 and 95% of dues had been paid. The respondent's counsel stated that OCs for Tower E and F were applied but had pending electrical objections and Tower II was 94% complete. They requested one month to submit the OC status for Towers E and F and argued that monthly delay interest would lead to fund scarcity. In response, the Authority directed the respondent to submit the current status of Tower II and the Occupation Certificate of Tower E and F with all necessary documents. Furthermore, the respondent was ordered to submit a statement of account detailing receivable and payable amounts to the allottees in the registry within three weeks, with an advance copy to the allottees. The case was then adjourned to 06.07.2023

K. In the hearing dated 06.07.2023, ld. counsel for the respondent stated that as per the last order, he had submitted requisite documents in the registry on 05.07.2023, stating that OC applications for four out of five towers (E, F, G, II) were completed, with OC for Towers E and F pending DTCP approval. It was also stated that OC for Towers

G and II would be filed shortly, and Tower I was expected to be completed within the next two months.

- I. In the hearing dated 02.11.2023, ld. counsel for the respondent stated that the Occupation Certificate (OC) for Towers E and F had been received, and confirmed that Towers G and F were completed, with Tower I requiring more time for completion. The Authority directed the respondent's counsel to file a copy of the OC for Towers E & F and a status report for the remaining towers in the registry. Additionally, the respondent was directed to offer a fresh offer of possession with details of receivables and payables to the allottees concerned and to submit information regarding these offers before the next date of hearing.
- M. In the hearing dated 05.12.2023, ld. counsel for the complainant asserted that the respondent failed to offer possession with receivables and payables as per the order dated 02.11.2023. The Authority noted that OC for Towers E and F had been received on 25.10.2023, and Towers G and F were complete, with Tower I at 97% completion and expected to be fully completed within 1-2 months making them eligible for grant of OC. It was observed that despite receiving OC for Tower F, the promoter has failed to offer possession. Authority observes that units of complainants in complaint nos. 108 of 2018 and

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158 of 2018 are in Tower F and the unit of complainant in complaint no. 190 of 2018 is in Tower G. After receiving occupation certificate of Tower F, it is the duty of promoter to offer possession to the allottees within the period prescribed under the Act, since respondent had not offered possession till date therefore respondent is directed to comply with his obligations. Further, respondent is also directed to file details of receivables and payables in the cases of complaint no.108 of 2018 and 158 of 2018, which shall be decided by the Authority. Authority also asked specific question to ld counsel for complainant in complaint no.190 of 2018 as to whether allottee is ready to take possession without Occupation certificate as tower G is complete. To this ld counsel for allottees stated that complainant wants only legally valid offer of possession.

N. In the hearing dated 09.05.2024, ld. counsel for the allottees stated that the respondent failed to offer possession despite the direction vide order dated 02.11.2023 and requested compensation. In response, ld. counsel for the respondent claimed compliance and stated that OC for Tower and F was received on 25.10.2023. Towers G and F were complete, and OC applications for G, I, and the club building were applied for. Tower I was 97% complete. The Authority noted that despite receiving OC for Tower F, the promoter had failed to offer

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possession to certain complainants and that 5-6 months had passed without receivable/payable details being provided. The Authority again granted a final opportunity for the respondent to offer possession of the units to the complainants within two weeks without insisting on receivable/payable settlement, imposing ₹5,00,000/-exemplary cost for non-compliance and maintaining the show cause notice for penalty under Section 63 of RERA Act 2016. The respondent was also directed to prepare a fresh statement of accounts in accordance with HRERA Rules and Regulations. The case was adjourned to 22.08.2024.

O. In the hearing dated 22.08.2024, the Authority reviewed the sequence of events leading to its previous orders, including the respondent's repeated failures to offer possession and comply with directions and the imposition of the ₹5,00,000/- cost. The respondent filed an appeal against the order dated 09.05.2024 before the Hon'ble Appellate Tribunal, challenging the cost and making a pre-deposit. Ld. counsel for the complainants highlighted the respondent's evasion of possession obligation despite OC receipt. Ld. counsel for the respondent stated that an offer of possession was made on 11.05.2024. Authority directed the complainant to take possession of the booked units in accordance with the offer of possession made on 11.05.2024.

Crucially, the respondent was directed not to insist on the settlement of receivables and payables at the time of handing over possession.

In the hearing dated 21.11.2024, ld. counsel for the complainant P. stated that the project remained incomplete and requested the flat be ready within one week due to her unavailability thereafter. Ld. counsel for the respondent sought three weeks' time to rectify pending issues and assured the flat would be ready by 15.12.2024. Authority noted the respondent's status report, detailing project completion: Towers A1, D1, are 100% complete, with OC to be applied for, and Towers D2, and E are also 100% complete, with OC issued by DTCP on 25.10.2023 and Tower F1 is 100% complete with OC applied for upon revised zoning approval by landowner. In the said order, Authority directed the complainant to take possession of the booked units in accordance with the 11.05.2024 offer. The complainant was also directed to place on record a detailed statement of receivables and payables with proof, and an indemnity bond before the next hearing. The respondent was again directed not to insist on the settlement of receivables and payables at the time of handing over possession and to place on record a statement of admitted receivables and payables.



- 3. Today, Id counsel for the respondents, Advocate Shobhit Phutela, appeared and reiterated the factual background of the matter. He submitted that the present proceedings have emanated from a suo motu complaint, with Complaint No. 88 of 2018 being treated as the lead case. He further submitted that the Authority has already adjudicated and disposed of approximately 20 such connected matters, including Complaint No. 108 of 2018 filed by complainant Shanti Devi in respect of Unit No. F-103 and Complaint No. 158 of 2018 filed by complainant Raj Kumar Sharma in respect of Unit No. F-104. These complaints were decided by way of a common order dated 17.10.2018. He further submitted that Complaint No. 190 of 2018, which also pertained to Unit No. G-701, was adjudicated vide the same common order dated 17.10.2018. Subsequent to the disposal of these complaints, appeals were preferred before the Hon'ble Haryana Real Estate Appellate Tribunal. These appeals were decided vide common judgment dated 07.01.2021. wherein Appeal No. 19 of 2021 was treated as the lead appeal.
- 4. Ld. counsel for the respondents submitted that possession in most of the units covered under these complaints has already been handed over. As regards the financial aspects, he submitted that the receivables and payables will be regulated strictly in accordance with the directions of this Authority. He also apprised that the project comprises five towers,

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out of which occupation certificate (OC) has been granted for two towers, and for the remaining three towers, the application for grant of OC was submitted on 13.03.2025. He further submitted that all issues relating to the project have already been amicably settled with the allottees and only two or three allottees remain, including the present complainants. The present suo motu proceedings were initiated for the limited purpose of monitoring the completion of the project, which, as per l.d counsel, now stands substantially achieved. Accordingly, he prayed that the present complaints be treated as infructuous, save and except for the determination of receivables and payables, which may either be addressed through a formal order of this Authority or be relegated to the execution proceedings.

5. Per contra, ld. counsel for the complainant-allottees submitted that possession with respect to Unit No. F-103 and Unit No. F-104 has already been handed over on 25.02.2025 and 15.01.2025, respectively. However, possession with respect to Unit No. G-701 is still pending, which is the subject matter of earlier Complaint No. 190 of 2018.

OBSERVATIONS AND DECISION OF THE AUTHORITY

6. Authority has carefully considered the submissions made by both parties, perused the record, and taken note of the background and factual matrix of the present proceedings. The instant complaint has been initiated suo

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motu by the Authority for the limited purpose of monitoring the progress and completion of the real estate project titled "La Regencia Phase II, Panipat", being developed jointly by respondent developers Astrum Value Homes Private Limited and Stanza Developers and Infrastructure Private Limited.

- 7. Authority notes that during the pendency of these proceedings, the respondents have been periodically filing status reports and presenting updates regarding the construction and possession status of the project. The latest status report dated 22.04.2025, submitted by the respondent, details the completion status of all five towers and one club house constituting the project. As per the said report, all five towers- AI, D1, D2, E, and F1 have been completed 100%. Occupation Certificates (OCs) have already been issued by the competent authority (DTCP Office) for Towers D2 and E on 25.10.2023, and for the remaining Towers A1, D1, and F1, OC applications were duly submitted on 13.03.2025. Photographic evidence has also been filed along with the report to substantiate the construction status.
- 8. Authority further observes that the ld. counsel of complainant- allottees has also admitted during the course of the proceedings that possession in respect of the allotted units in Towers F-103 and F-104 were received on 25.02.2025 and 15.01.2025 respectively, while only one unit, i.e., G-701,



is presently pending handover, which is linked to the tower for which the OC application is currently under process. This acknowledgment further supports the factual position that the project, for all practical purposes, stands completed.

- 9. It is also noted that, as per the submissions made by both parties, the substantive issues regarding construction and delivery of possession have been amicably resolved and settled with almost all allottees. Only two or three allottees remain and the only limited issue now pertains to the determination and reconciliation of outstanding dues in terms of receivables and payables between the parties. In this context, Authority is of the view that the financial claims of individual allottees cannot be adjudicated within the scope of the present suo motu proceedings. It is pertinent to reiterate that the purpose of the present suo motu complaint was solely to monitor and ensure timely completion and delivery of the project, which objective now stands fully achieved in view of the current status of construction and issuance/application of OCs. Once the possession has been handed over and the compliance milestones reached, the supervisory jurisdiction under this suo motu complaint ceases to operate.
- 10. Accordingly, Authority is of the considered opinion that any remaining issues of individual allottees regarding outstanding financial claims



(receivables and payables) are best addressed either through mutual settlement between the parties or, if unresolved, through initiation of individual complaint(s) by the concerned allottees before this Authority in accordance with law. Authority cannot proceed to adjudicate monetary claims within the confines of the present suo motu complaint, which was never intended to substitute individual dispute resolution mechanisms.

11. Therefore, in view of the fact that the primary objective of monitoring the project has been fulfilled and the rights and interests of the allottees stand sufficiently protected, the present suo motu complaint stands <u>disposed of</u>, with liberty to the aggrieved allottees, if any, to approach this Authority by way of separate complaints, in case any grievance persists regarding receivables and payables.

File be consigned to the record room after uploading of the order on the website of the Authority.

> CHANDER SHEKHAR [MEMBER]

> > NADIM AKHTAR [MEMBER]

PARNEET S. SACHDEV [CHAIRMAN]