

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

Complaint no. : 4390 of 2023
Complaint filed on : 13.10.2023
Order pronounced on: 24.04.2025

1. Retd. Col. Jasbir Singh Batth**2. Sukhbir Kaur**

Both R/o: H.No. 18-A, Kakru Fort, Near Healing Touch Hospital,
Ambala City, Haryana-134003

Complainants**Versus****M/s Green Heights Project Pvt. Ltd**

Regd. office: 271, Phase-II, Udyog Vihar, Gurugram,
Haryana-122016

Respondent**CORAM:****Shri Vijay Kumar Goyal****Member****APPEARANCE:****Shri Ramit Rana (Advocate)****Shri Somesh Arora (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 sale consideration, the amount paid by the complainant, the due 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 of the project	"Baani Centre Point", Sector - M1D, Urban Complex, Manesar, Gurugram
2.	Project area	2.681 acres
3.	Nature of the project	Commercial
4.	DTCP license no. and validity status	59 of 2009 dated 26.10.2009 valid up to 12.09.2020 (Lapsed project)
5.	Name of licensee	M/s Paradise System Pvt. Ltd.
6.	RERA Registered/ registered	Registered vide regd no. 187 of 2017 dated 14.09.2017
7.	Unit no.	FF - 087 (Page 37 of complaint)
8.	Unit area admeasuring	498 sq. ft. (Page 15 of reply)
10.	Date of allotment letter	29.04.2016 (Page 15 of reply)
11.	Buyer agreement	Not executed
12.	MOU for paying Assured Ret (subsequently cancelled both parties)	05.09.2014 (Page 16 of complaint)
13.	2 nd MOU regarding allotment unit	02.05.2016 (Page 35 of complaint)
12.	Possession clause	N/A
13.	Due date of possession	30.03.2018 (As disclosed at the time of registration of the project)
14.	Total sale consideration	Rs. 53,53,500/- (Page 37 of complaint)
15.	Amount paid by complainant	Rs. 36,13,800 (As per SOA at 110 of reply)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

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B. Facts of the complaint:

3. The complainant has made following submissions in the complaint:

- a. The complainant came to know about the Green Heights Projects Pvt. Ltd, the promoter/developer of the Real Estate project under the name and style of "Baani newspaper Center Point" through advertisement in the newspaper. The developer had issued an advertisement in other media also inviting applications for purchase of plot/flat/apartment/shops in the Real Estate project located at Sec M1D, Manesar. Gurugram, Haryana.
- b. A provisional allotment form has been signed on 07.08.2014 by the complainant no.1 and he has been assigned a proposed studio apartment in the venture proposed by the respondent herein, in lieu of an amount Rs 36,13,800/- by the way of cheque, numbered as 035215 drawn at ICICI Bank Vasant Vihar Delhi on 10 August 2014. Whereby the complainant had wrote down all the relevant information in the application form pertaining to correspondence, permanent address, email id and all the other information desired in the application form.
- c. The complainant kept on asking the respondent for entering in to the builder buyer agreement and hence upon his frequent follow up the respondent had entered into a Memorandum of Understanding instead of entering into a BBA on a pretext and promise that soon the respondent will execute a BBA with the complainant. That the respondent had provisionally allotted a studio apartment numbered as 401, admeasuring in aggregate tentatively, a super area of 634 sq. ft. on fourth floor in commercial project named as "Baani Center Point" in Sector -M1D, Manesar, Gurugram, Haryana, which was amounting to a total sale consideration of Rs 60,23,000/- That the complainant had opted for the assured return payment plan with the respondent, wherein the respondent had to pay the assured return of Rs. 30,115/per month starting from September 2014. Further the complainant had kept on

requesting the respondent to enter into a valid BBA, whereas the respondent kept on denying entering into the BBA on one pretext or another.

- d. Upon the continuous follow up and pressure made by the complainant the respondent had again came up with a substitute to the complainants to change the existing studio apartment into a commercial shop and hence giving an assurance that this commercial property will be delivered by 2018-19, the respondent made the complainants to enter into another MOU dated 2nd May 2016. That the complainant no.1 was not ready to enter into the MOU again and asked for the execution of BBA whereas the respondent had again allured the complainant no.1 on a false promise to execute the BBA within a month from entering into the MOU It is pertinent to mention that getting allured by the false promise of the respondent the complainant had entered into the MOU, wherein by the present MOU the complainant made his wife also a allottee to the commercial shop which took place by the virtue of conversion in the actual provisionally allotted studio apartment to the complainant no. 1. That by entering into another MOU both the complainants became provisionally allottee of the shop bearing no. FF-087, on first floor, admeasuring 498 sq. ft. Super Area for a total sale consideration of Amount Rs 53,53,500/- which got converted from the previous provisional allotment of studio apartment numbered as 401 admeasuring 634 sq. ft. area in "Baani Center Point in Sector M1D, Manesar, Gurgaon. That this allotment was also on guaranteed investment return plan and hence the respondent had promised to pay an equal amount of Rs. 15,057/-monthly to both the complainants herein.
- e. The complainant had received a letter stating to enter into an BBA from the respondent side, whereas, never received any copy of the BBA or any other intimation to enter into a valid BBA.



- f. The complainant no 1 had visited the builder's/promoter's offices several times during the time period of 2016-2023, however, at no point of time either the promoter himself or any of his authorized representatives agreed to enter into a valid agreement and always falsify the actual situation of the project. That upon builder's non-performing behaviour, complainant visited the site and objected for the finishing of the project in December 2021 itself, as the complainant was assured by the builder to get the possession of the shop in 2018. However, neither promoter nor any of his representatives took any action against this issue and also always denied for execution of an agreement. The complainant has been waiting from last ten long years for the execution of agreement and also to get the possession of retail shop as soon as possible, however, he ended up in humiliation and frustration given on the part of promoter/builder. Further, the most surprising to the complainant is that builder/promoter didn't ask for any further payment post 2014 and had not send any demand letter to the complainant's permanent or correspondence addresses which was keep on getting changed due to the nature of job. Whereas, the complainant out of his own will and interest kept on insisting the promoter/builder to execute the agreement and to hand over the peaceful possession of the retail shop in the desired time period.
- g. The complaint being aggrieved of non-action of builder/promoter wrote down an email to the builder for cancellation of his retail shop no as FF 087 on first floor in the commercial project "Baani Center Point" at Sector M1D, Manesar Gurugram, Haryana, along with the return of initial paid amount and monthly assured return along with the 18% rate of interest per annum from the actual paid date till realization of the amount. The complainant had also visited the promoter's office in Aug 2023, however, no one had either responded to the mail yet nor had anyone returned the complaint's hard-earned money.

C. Relief sought by the Complainant:

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

- i. Direct the respondent to refund the total amount paid by the complainant to the respondent in respect of unit.
 - ii. Interest for every month of delay at prevailing rate of interest: @18% P.A. from the date of filing/executing application form till realization of actual amount.
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 has made following submissions in the reply:

11. The complainant no. 1 had applied for booking a unit in the project Baani Centre Point and opted for assured return payment plan. At the time of booking on 07.08.2014 he was provisionally allotted unit no. 401 on 4th floor admeasuring 634 sq. ft. The complainant no. 1 had made a payment of Rs. 36,13,800/- on 10.08.2014 against the provisionally allotted unit.
12. The complainant no. 1 had entered into a Memorandum of Understanding dated 05.09.2014 for unit no. 401. The respondent never denied the complainant no. 1 to execute a builder buyer agreement.
13. The complainant no. 1 requested to make his wife a joint allottee in the said booking. That the complainant no. 1 had emailed to the respondent accepting and acknowledging the change in layout plan of the project and he had accepted the transfer of his booking from unit no. 401 to unit no. FF-087. That due to the above-mentioned reasons a fresh application form and Memorandum of understanding was executed on 02.05.2016 with both the complainants for unit no. FF-087 admeasuring 498 sq. ft super area on first floor having assured return payment plan.



14. The complainants are making base-less statements about respondent. Whereas, the copy of the builder buyer agreement was duly sent to the complainants to sign from their end which is evident from the letter dated 06.12.2016. That a reminder letter was also sent on 21.08.2019 to execute the builder buyer agreement but the complainants paid no attention to it.
15. That it was the complainants who did not execute the builder buyer agreement. Further, the complainants are making incorrect statement pertaining to the payments demands as the assured return payment plan was chosen by the complainants themselves and they have gone over all relevant information and documents before proceeding with their signatures for booking a commercial unit in project Baani Center Point. It was clearly mentioned in their payment plan that 65% of the total sale consideration will be paid at the time of booking of unit and rest 35% of the total sale consideration will be paid at the time of offer of possession. That the complainants have still not paid the VAT amounting to Rs. 1,02,808/-. Further, it is pertinent to mention that the complainants have not made the payments towards VAT as and when demanded by the respondent as per the payment plan.
16. The complainants were well aware and was intimated regarding the stay orders on construction through letter dated 26.03.2021. Further, through letter dated 1.05.2021 they were also informed about the discontinuation of assured return due to the stay on construction order by the Hon'ble Supreme Court. That further to the email dated 19.06.2023 the complainants did not request for cancellation of his unit. The complainants are well aware about the respondent's reputation in Real Estate Industry which is why they chose to invest in the project of the respondent. The complainants have filed this complaint to seek benefit in way of relief for the investment done in a Real Estate Project. It is further submitted that the complainant is not entitled to the relief prayed for or any other relief at all and accepting the same will

cause immeasurable harm to the rights of the respondent. As per force majeure, the respondent shall not be held responsible or liable for failure or delay in performing any of its obligations.

17. Due to Force Majeure the intending seller shall not be held responsible or liable for failure or delay in performing any of its obligation or undertakings, if such performance is prevented, delayed or hindered by "court orders" or any other cause not within the reasonable control of the intending seller". Therefore, as the project "Baani Centre Point" was under stay orders of the Hon'ble Supreme Court of India for 7 years 3 months (24.04.2015 to 21.07.2022) which was beyond the respondent's reasonable control and because of this no construction in the project could be carried during this period.

18. That the stay on construction order by the Supreme Court is clearly a "Force Majeure" event, which automatically extends the timeline for handing over possession of the unit. The Intention of the Force Majeure clause is to save the performing party from consequences of anything over which he has no control. It is no more res integra that force majeure is intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of external forces or where the intervening circumstances are specifically contemplated. Thus, it was submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension in terms of the buyer agreement.

19. The respondent vide letter dated 25.07.2022 has also applied for renewal of license and other permissions from DTCP which is awaited. It is also important to mention that the project was registered with RERA vide

registration no. 187 of 2017 and after the judgement of the Hon'ble Supreme Court the respondent has filed an application for extension of the registration under section 7 sub clause 3 dated 04.08.2022.

20. On 03.10.2023, M/s Paradise requested the DTCP for renewal of License No. 59 of 2009 and approval for the transfer of said license. Subsequently, on 18.10.2023, DTCP issued an office memo granting the renewal of the license. However, DTCP did not process the application for the transfer of the license. Since the DTCP did not process the application for the transfer of the license, M/s Paradise sent another letter dated 31.10.2023 to the DTCP, requesting approval for the transfer of License No. 59 of 2009 along with other pending applications.

21. The respondent also sent a letter on 04.04.2024 to the Enforcement Directorate, requesting clearance to the DTCP for the transfer of the license and change of the developer. However, as of now, the clearance is still awaited.

22. The delay in possession handover was because of the "Zero Period" granted by the Department of Town and Country Planning ("DTCP") Haryana from:

i. 24.04.2015 to 12.03.2018 and then again from;

ii. 23.07.2018 to 21.07.2022

The construction work between the above periods was not continuous because of the Supreme Court Proceedings as well as non-clarity in DTCP on implementation of Supreme Court Order dated 24.04.2015. This directly affected the agreed-upon date for handing over possession, as the respondent couldn't continuously work on the project during this time. It caused unavoidable delays in completing and delivering thus DTCP granted zero period from 24.04.2015 to 12.03.2018.

23. For the period from 13.03.2018 to 22.07.2018, the handover of possession was delayed because the respondent required to renew licenses and get other necessary approvals from DTCP to resume construction but the

approvals were not granted during that period as Haryana State Industrial & Infrastructure Development Corporation ("HSIIDC") approached the Supreme Court for clarification and adjudication in respect of project including others was pending and Supreme Court granted stay and further construction/completion.

24. On the directions of the Supreme Court to check the status of construction as in November 2020, HSIIDC filed an affidavit before Supreme Court, specified that after the order of the Hon'ble Supreme Court on 12.03.2018 no approval was granted for building plans and any further construction. The requests for the issuance of revised building plans, change in developer and transfer of license is pending and no permission in this regard has been granted.

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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the Authority:

7. 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

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be 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

9. 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 as hereunder:

Section 11(4)(a)

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

Section 34-Functions of the Authority:

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

10. 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. Objection raised by the respondent

F.I Objection regarding the project being delayed because of force majeure circumstances.

11. The respondent took a plea that due to force majeure the intending seller shall not be held responsible or liable for failure or delay in performing any of its obligation or undertakings, if such performance is prevented, delayed or hindered by "court orders" or any other cause not within the reasonable control of the intending seller". Therefore, as the project "Baani Centre Point" was under stay orders of the Hon'ble Supreme Court of India for 7 years 3 months (24.04.2015 to 21.07.2022) which was beyond the respondent's reasonable control and because of this no construction in the project could be carried during this period. Hence, there is no fault of the respondent in

delayed construction which has been considered by DTCP and RERA while considering its applications of considering zero period, renewal of license and extension of registration by RERA. Due to reasons stated hereinabove it became impossible to fulfil contractual obligations due to a particular event that was unforeseeable and unavoidable by the respondent. Thus, it was submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension.

12. In this regard, the pivotal issue arises from the builder's actions during the period between 24.04.2015 to 01.03.2018 in question that is despite claiming force majeure due to external impediments, the builder continued construction activities unabated thereafter concurrently received payments from the allottees. Also, no builder buyer's agreement has been executed between the parties till date. However, during the period 13.10.2020 to 21.07.2022, there were specific directions for stay on further construction/development works in the said project passed by the Hon'ble Supreme Court of India in *M.A No. 50 of 2019* vide order dated 21.07.2022 which was in operation from 13.10.2020 to 21.07.2022 and there is no evidence that the respondent did not comply with such order. The Authority observes that during this period, there was no construction carried out in the project nor any demands made by the respondent from the allottees. Therefore, in the interest of equity, no interest shall be payable by the complainant as well as respondent from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.

G. Findings on relief sought by the complainant:

- G.I Direct the respondent to refund the total amount received by the promoter respect of the allotted unit.**
G.II Interest for every month of delay at prevailing rate of interest: @18% p.a. from the date of filing/executing application form till realization of actual amount.

13. The complainant was allotted a unit in the project of respondent "Baani Centre Pont" at M1D, Urban Complex, Manesar, Gurugram vide allotment letter dated 29.04.2016 for a total sum of Rs.53,53,500/- and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 36,13,800/-. The complainants intend to withdraw from the project and are seeking refund of the paid-up amount as provided under the section 18(1) of the Act. Sec. 18(1) proviso reads as under:

Section 18: - Return of amount and compensation

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

- (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 of 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."

14. In the present case the due date is determined as disclosed at the time of registration of project i.e., 30.06.2020. Accordingly, there is a delay of more than 4 years on the date of filing of complaint to handover the possession of the allotted unit.

15. The occupation certificate of the buildings/towers where allotted unit of the complainants is situated is still not received till date. The complainant is seeking refund of the amount received by the promoter on failure of

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promoter to complete or unable to give possession of the unit in accordance with the terms of the buyer's agreement and wished to withdraw from the project.

16. Keeping in view the fact that the allottees/complainants 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 unit 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.

17. However, in the latest judgment *M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (Supra)*, which is the authoritative landmark judgment of the Hon'ble Apex Court with respect to the interpretation of the provisions of the Act, the Hon'ble Apex Court has dealt with the rights of the allottees to seek refund and delay possession charges as referred under Section 18(1)(a) of the Act. The Hon'ble Apex Court has laid down as under:

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

18. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). In the present case the promoter has failed to complete or 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 he 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.

19. Admissibility of refund at prescribed rate of interest: The complainant intend to withdraw from the project seeking refund amount on the amount already paid by them in respect of the subject unit at the prescribed rate of interest as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

20. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rule, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

21. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 24.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

22. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the

promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(za) 'interest' means the rates of interest payable by the promoter or the allottee, as the case may be.

*Explanation. —For the purpose of this clause—
the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.
the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

23. In view of all the facts and circumstances, the promoter is liable to return the amount received by it i.e., Rs. 36,13,800/- 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 each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

H. Directions issued by the Authority:

24. 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 entire amount of Rs. 36,13,800/- paid by the complainants along with prescribed rate of interest @ 11.10% p.a. from the date of each payment till the actual date of refund of the deposited amount as per provisions of section 18(1) of the Act read with rule 15 of the rules, 2017.
- II. The amount of assured return paid by the respondent shall be adjusted from the above refundable amount subject to furnishing of the payment details to the complainants. No interest shall be payable by the respondent

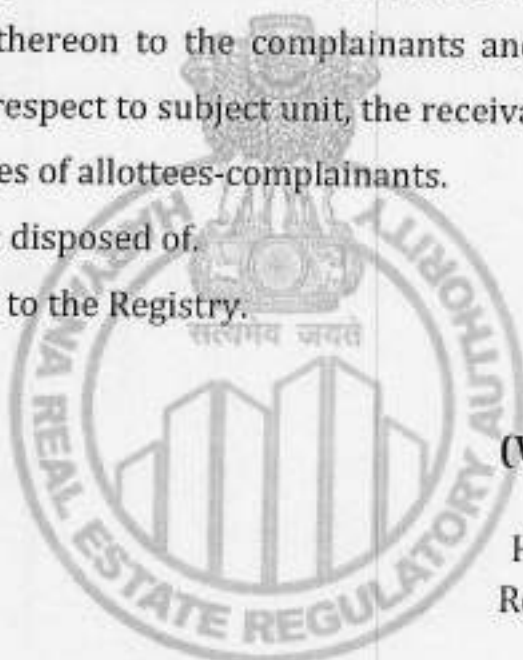
and complainant from 13.10.2020 to 21.07.2022 in view of the stay order of Hon'ble Supreme Court on further construction/development works on the said project.

- III. 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.
- IV. The respondent is further directed to not to create any third-party rights against the subject unit before full realization of the paid-up amount along with interest thereon to the complainants and even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of allottees-complainants.

25. Complaint stands disposed of.

26. File be consigned to the Registry.

Dated: 24.04.2025



V.I.
(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram

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GURUGRAM