

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

Complaint no. : 5389 of 2022
Complaint filed on: 01.08.2022
Order pronounced on: 08.05.2025

Shailendra Kumar Agarwal

R/o: New Friends Colony, New Delhi-110065

Complainant**Versus****M/s Ambience Projects & Infrastructure Pvt.Ltd**Regd. Office: L-4, Green Park Extension,
New Delhi- 110016**Respondent****CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Shri Chandra Shekhar Yadav (Advocate)

Shri Dharmender Sehrawat (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se them.

A. Unit and project related details:

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

S.no.	Heads	Information
1.	Name and location of the project	"The Creacions", Sector 22, Gurugram
2.	Nature of the project	Group Housing Project
3.	Project area	14.819 acres
4.	DTCP License	48 of 2012 dated 12.05.2012 valid upto 11.05.2018
	Name of the licensee	Ambience Projects and Infrastructure Pvt. Ltd.
5.	HRERA registered/ not registered	318 of 2017 dated 17.10.2017 valid up to 31.03.2022
6.	Application dated	29.12.2015 (As per page no. 12 of complaint)
7.	Allotment letter dated	23.08.2016 (As per page no. 124 of complaint)
8.	Flat agreement buyer's	30.08.2016 (As per page no. 24 of complaint)
9.	MOU dated (providing buy-back arrangement)	11.08.2016 (As per page no. 113 of complaint)
10.	Tri-partite agreement dated	30.08.2016 (As per page no. 128 of complaint)
11.	Unit no.	601 on 6 th floor, tower J (As per page no. 33 of complaint)
12.	Super Area	2781 sq. ft. (As per page no. 33 of complaint)
13.	Payment plan	Subvention payment plan

		(As per page no. 79 of complaint)	
14.	Total sale consideration	Rs.3,24,64,351/- (As per payment plan on page no. 79 of complaint) Rs.2,78,10,000/- (As per page no. 33 of complaint)	
15.	Total amount paid	Rs.2,30,75,236/- (As alleged by the complainant on page no. 08 of complaint)	
		Amount paid by the Complainant Rs.31,19,621/- (As per page no. 08 of complaint)	Amount paid by the Bank Rs.1,99,55,615/- (As per page no. 06 of complaint)
16.	Possession clause	Clause 11(a) Schedule for possession of the Said Apartment. <i>The Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said Apartment/Said Building within a period of sixty (60) months from the date of signing and execution of this Agreement unless delay or failure is due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement..)</i>	
17.	Due date of possession	30.08.2021 (Calculated from the date of the agreement i.e., 30.08.2016)	
18.	Refund request made by complainant	01.08.2022	

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		(As stated by complainant during proceedings dated 18.01.2024 pr page no)
19.	Occupation Certificate	21.12.2023 (During proceeding dated 18.01.2024, stated by the counsel for the respondent)
20.	Offer of possession	Not Offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

- a. That complainant, induced by various advertisements issued by the respondent builder for their housing project "CREACTIONS", vide application dated 29.12.2015, applied for the allotment of a residential apartment no. 601 in tower-J on 6 floor, admeasuring super area of 2781 sq. fts. For the total sale consideration of Rs.3,24,64,351/- (Basic Sale Price Rs. 2,78, 10,000/- + PLC as per payment Plan). The complainant paid a sum of Rs. 31,19,621.51 vide cheque no. 000023 dated 29.12.2015 drawn on HDFC Bank towards the part payment/initial booking amount.
- b. In order to make the payment to the respondent builder, the complainant applied for the housing loan with the HDFC Bank, for Rs. 2,25,00,000/- and the same was sanctioned vide letter dated 17.02.2016. Under the terms and conditions of the loan sanction letter, said apartment was given as collateral.
- c. Thereafter, on 12.08.2016, a Memorandum of Understanding (MoU) was entered into between the complainant and the respondent

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builder wherein under clause 2, the respondent builder acknowledged the receipt of sum of Rs. 31,19,621.51/-. Under clause 4, it is mentioned that complainant has an option to surrender the allotment. Under clause 5, it is mentioned that the complainant can exercise his/her option as stated in clause 4 by providing the adequate reasoning only after expiry of 40 (forty) months from the effective date and the respondent builder agreed to accept the cancellation and surrender of the allotment and agreed to pay a compensation to the complainant amounting Rs 64,79,918/- in addition to the amount paid by complainant as stated in clause 2. Under clause 6, it is mentioned that in case of exercising the option of surrender, the complainant shall be liable inform the respondent builder in writing before the expiry of 37 month from the effective date of his intention to surrender the allotment. The respondent builder shall make payment towards refund of amounts as per clause 2 and the compensation amount as per clause 5 within 30 days after surrender date. Under clause 7, it is mentioned that upon the exercise of option of surrender, the respondent builder shall be liable for payment of foreclosure charges, if any and any other charges levied by the bank towards foreclosure, on the complainant. Under clause 8, it is mentioned that in case the respondent builder fails to refund the amount received from the complainant as per clause 2 along with the 3 compensation amount as per clause 5 and to foreclose the loan amount with bank/housing finance institute within 30 days after the



completion of buy back tenure i.e. 40 months. It is also agreed that in case of the delay in the payment of repurchase price by the respondent builder to the complainant beyond 30 days then the respondent builder shall be liable to pay interest @ 18% per annum for the period of the delay on the total repurchase price payable to the complainant. Further it is mentioned that in case the respondent builder fails to settle the bank loan within 30 days from the date of intimation of cancellation by complainant, the respondent builder shall be liable to pay bank, all instalments, and interest directly to the Bank. Under clause 9, it is mentioned that in case company fails refund the received amount as per the agreement along with the compensation and to foreclose the loan amount within 90 days after the surrender date, the apartment stands allotted to complainant towards payment of 75% of the cost of property. Thereafter as in borne out of the said MOU, 4. 5. 6. it has been categorically agreed that post cancellation of the allotment, the respondent builder is liable to pay to the HDFC Bank Ltd. and settle all dues. However, as admitted by the HDFC Bank, they got the allotment cancelled but did not take any steps to recover money from them.

- d. Thereafter, the respondent builder issued letter dated 23.08.2016 for provisional allotment of residential apartment no. 601, in Tower-J on 6th floor to the complainant. The respondent builder thereafter issued a demand letter dated 26.08.2016 for Rs. 1,85,35,365/- to the complainant.



- e. Thereafter, the apartment buyer's agreement dated 30.08.2016 was executed between the respondent builder and the complainant. As per the aforesaid agreement the possession of the said apartment was to be handed over by the respondent builder to the complainant within a period of 60 months i.e. by 29.08.2021. However, the ground reality is that the completion of the apartment and the complex is nowhere in site and the same is not likely to be completed and handed over to the complainant in the near future. The respondent Builder has miserably failed to honor its commitments under the said agreement leaving the buyers including the complainant in lurch.
- f. That admittedly a tripartite agreement dated 30.08.2016 was executed between the complainant, the respondent builder and the HDFC Bank. Till the present date, the constructions have not been completed by the respondent builder and that it seems the respondent builder has abandoned the project. Under the tripartite agreement, the liability of the respondent builder has also been defined and the respondent builder is liable to clear the liability of HDFC Bank.
- g. On one hand, neither the possession has been handed over to the complainant nor the refund of the amounts paid by the complainant was made by the respondent builder and on other hand, the complainant was forced to pay EMI of Rs. 2,91,761/- to the HDFC Bank, which caused huge financial burden on the complainant. As the complainant could not pay the EMIs and certain defaults occurred,

the HDFC Bank filed a Suit being CS (Comm.) No. 53/2021 before Hon'ble High Court of Delhi and the same is pending adjudication. In the said suit, the bank has stated inter alia that the bank vide letter dated 25.02.2020 asked the respondent builder to cancel the booking of the flat and also asked for refund of the amounts directly to the bank in terms of the tripartite agreement dated 30.08.2016 but the respondent builder failed to close the loan. The bank is also claiming the unpaid Pre-EMI of Rs. 5,88,880/- in addition to the principle amount of Rs. 1,99,55,615/- and also additional interest @18% per annum in terms of clause 2.7(b) of loan agreement dated 27.10.2016. The bank has filed the suit claiming Rs. 2,09,13,973/- along with pendentelite and future interest@ 18% I 0. 11. 12. 13. per annum.

- h. Till date the construction have not been completed and the possession of the flat has not been handed over to the complainant. The respondent builder never informed about the status of the project despite repeated requests. As the default has been made by the respondent builder, the filing of Suit by HDFC bank is irrational, illegal and unwarranted and the bank and the respondent builder seems to have colluded with each other. In these circumstances, it is in the interest of justice equity and fairness that the HDFC Bank, the details of which are given hereunder, be impleaded as respondent builder, for which the complainant will file separate application. It is also imperative and in the interest of justice equity and fairness that the HDFC bank be restrained from proceeding with the above suit. It

is also imperative that the respondent builder be directed to clear the entire dues of HDFC bank and obtain NOC and get the complainant completely discharged from any liability towards the Bank.

In addition to the above, amount of Rs. 3,73,43,572/-, the respondent builder is also liable to clear all other liabilities of the HDFC Bank as the Bank may impose.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- i. Direct the respondent to refund the paid-up amount along with prescribed rate of interest as applicable as per the provisions of Real Estate (Regulation and Development) Act, 2016.
- ii. Direct the respondent to pay a sum of Rs. 2,00,000/- towards the cost of legal proceedings.

D. Reply by the respondent:

5. The respondent has made the following submissions:

- a. The respondent company is a law-abiding company. The project of the respondent "The Creacions" situated at Sector 22 Gurgaon is also registered with UPRERA bearing registration no. 318 of 2017.
- b. RERA Act allows for refund of money and compensation when the developer fails to hand over the possession of the property as per the terms and conditions of the agreement for sale. In the present case the delay caused in the construction of the project was not due to the acts of the respondent but due to the factors beyond the control of the respondent.



- c. The world of hit by the pandemic in the year 2020 and the world was stopped. Every industry faces a crunch, including the real estate industry. It is stated that up until 2020, the construction was in full force but due to the nation-wide lock down, the construction had to be stopped. It is pertinent to note that the circumstances normalised only in the 2022 and since then the work on the site is going on in full force and is on the verge of completion.
- d. The complainant himself is a defaulter as he has failed to make the payment of the balance amount even after various demand notices being issued to him. It is of utmost importance to point out that the complainant very cleverly is trying to avoid making the payments as he does not have the means. Now, the complainant has filed the present complaint to avoid getting the earnest money forfeited and also to extort unlawful compensation and the same shall not be allowed by this Hon'ble Authority.
- e. The complainant has very conveniently misread and misinterpreted the clauses and now the complainant is passing on the wrong information to this Hon'ble Authority as well. It is stated that the buyback option can only be invoked by the allottee solely and the same has to be in writing. It is stated that no such requests of cancellation of allotment was made by the complainant to the respondent in writing.
- f. It is denied that the apartment and the complex are nowhere in sight. It is stated that the project is almost on the verge of completion with



85% of the construction being completed. It is stated that the possession will be handed over by early 2023. Further, it is also pertinent to note that the possession was supposed to be handed over by 29.08.2021, however, due to the pandemic outbreak, the construction work was stopped and for that reason, the handing over of the project got delayed. It is pertinent to note that the complainant without any base and proof is making false statements which clearly shows that the complainant has wrongful intentions and is trying to avoid making due payment to the respondent.

- g. As per the tripartite agreement, the complainant and the respondent has joint and several liability for the liability period. It is pertinent to note that the respondent was never solely responsible for part repayment of the loan. It is also very important to note that this Hon'ble Authority does have the jurisdiction under the RERA Act to get the payment of the loan settled.
- h. The delay in the construction of the project due to the force majeure events, does not go against the provisions of the apartment buyer agreement and the agreement itself allows the delays that are caused by the factors beyond the control of the respondent. The present complaint is liable to be dismissed as the complainants have failed to show that the delay caused was due to the acts of the respondent that are against the provisions of the builder buyer's agreement and hence, the present complaint is liable to be dismissed.

- i. The agreement specifically states that every dispute that arises out of or related to the agreement shall be first decided by arbitration. Therefore, this Hon'ble Forum does not have the jurisdiction to hear the present matter.

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 entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has completed 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 allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
11. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra)*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on **12.05.2022** wherein it has been laid down as under:

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



12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainant

F.I Direct the respondent the respondent refund the paid-up amount along with prescribed rate of interest as applicable as per the provisions of Real Estate (Regulation and Development) Act, 2016.

13. The complainant was allotted a unit in the project of respondent "The Creacions" at sector 22, Gurgaon vide allotment letter dated 23.08.2016 for a total sum of Rs.3,24,64,351/- and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs. 2,30,75,236/-. The complainant 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. As per clause 11 of the draft agreement provides for handing over of possession and is reproduced below:

The Company based on its present plans and estimates and subject to all just exceptions endeavors to complete construction of the Said

Apartment/Said Building within a period of sixty (60) months from the date of signing and execution of this Agreement unless delay or failure is due to Force Majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the Allottee(s) to pay in time the Total Price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement..)

Emphasis Supplied

15. On consideration of the above-mentioned clause, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 11 of the agreement, the possession of the subject unit was to be delivered within a period of 60 months. The due date determined 60 months from the date execution of this agreement i.e., 30.08.2016. Accordingly, the due date of possession comes out to be 30.08.2021 (date of execution of this agreement + 60 months) and there is a delay of 1 year on the date of filing of complaint to handover the possession of the allotted unit.
16. The occupation certificate of the buildings/towers where allotted unit of the complainant is situated is still was obtained on 21.12.2023. However, the possession has not been handed over till date to the complainant. The complainant is seeking refund of the amount received by the promoter on failure of promoter to complete or unable to give possession of the unit in accordance with the terms of the buyer's agreement, wished to withdraw from the project.
17. Keeping in view the fact that the allottee/complainant wishes to withdraw from the project and demanding return of the amount received



by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the 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.

18. **Admissibility of refund at prescribed rate of interest:** The complainants 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.

19. 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.
20. 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., 08.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

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21. 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;"

22. Further in the judgement of Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1)** reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020** decided on 12.05.2022. It was observed 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.

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

F. II Direct the respondent to pay a sum of Rs. 2,00,000/- towards the cost of legal proceedings.

24. The complainant is seeking above mentioned reliefs w.r.t. compensation. Hon'ble Supreme Court of India in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357* held that an allottee is entitled to claim compensation & litigation charges 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 & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

G. Directions of the Authority

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

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26. The respondent is directed to refund the entire amount of Rs. 2,30,75,236/- paid by the complainant along with prescribed rate of interest @ 11.10% p.a. from the date of surrender (01.08.2022) till the actual date of refund after adjustment of interest already paid to the Bank under subvention scheme.
27. The respondent is hereby directed to first refund the amount due to the Bank, and thereafter, remit the remaining balance to the complainant along with interest calculated at the prescribed rate of 11.10% per annum.
28. 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.
29. 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 the complainant.
30. Complaint stands disposed of.
31. File be consigned to registry.

Dated: 08.05.2025


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