

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

Complaint no.: 228 of 2025
Date of complaint: 29.01.2025
Date of Order: 09.10.2025

1. Kiran Kumar
2. Keshavlal Shah

Complainants

Both R/o: - Flat No.-401, Poornima Society,
Behind Shankar Seth Road, Pune, Maharashtra-
411037.

Versus

M/s International Land Developers Pvt. Ltd.
Office: B-418, New Friends Colony,
New Delhi-110025.

Respondent

Also at: 9th Floor, ILD Trade Centre,
Sector-47, Sohna Road, Gurgaon-122018.

CORAM:

Sh. Arun Kumar
Sh. Phool Singh Saini

**Chairman
Member**

APPEARANCE:

Animesh Goyal (Advocate)
Aradhya Singh (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

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

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"Arete", Sector 33, Gurugram
2.	Nature of the project	Group Housing Colony
3.	Project area	11.61 acres
4.	DTCP license no.	44 of 2013 dated 04.06.2013 valid up to 03.06.2019
5.	Name of licensee	Brijesh-Sanjeev Ss/o Satbir and 2 others
6.	RERA Registered/ not registered	06 of 2019 dated 08.02.2019 valid up to 02.07.2022
7.	Unit no.	E-704, 7 th Floor, Tower E (As per page no. 24 of the complaint)
8.	Unit area	1275 sq. ft. (Super Area) (As per page no. 24 of the complaint)
9.	Allotment letter	07.09.2015 (As per page no. 17 of the complaint)
10.	Date of execution of apartment buyer agreement	28.09.2015 (As per page no. 21 of the complaint)
11.	Possession clause	10. Possession of Apartment <i>10.1 Subject to timely grant of all approvals (including revisions thereof) permissions Certificates, NOCs, permission to operate, full/part occupation certificate etc. and further subject to the Buyer having complied with all its obligations under the terms and</i>

		<p><i>conditions of this Agreement, and subject to all the buyers of the apartments in the Project making timely payments including but not limited to the timely payment of the Total Sale Consideration, stamp duty and other charges, fees, IAC. Levies & Taxes or increase in Levies & Taxes, IFMSD, Escalation Charges, deposits, Additional Charges to the Developer and also subject to the Buyer having complied with all formalities or documentation as prescribed by the Developer, the Developer shall endeavour to complete the construction of the Said Apartment within 48 (Forty-Eight) months from the date of execution of this Agreement and further extension/grace period of 6 (six) months.</i></p> <p>(As per page no. 52 of the complaint)</p>
11	Due date of possession	<p>28.03.2020</p> <p>(Note: Due date to be calculated 48 months from date of execution of ABA i.e., 28.09.2015 plus 6 months grace period as the same is unqualified)</p>
12	Total sale consideration	<p>Rs.75,28,075/-</p> <p>(As per payment plan on page no. 76 of the complaint)</p>
13	Amount paid by the complainant	<p>Rs.31,16,623/-</p> <p>(As per receipt information on page no. 96 of the reply)</p>
14	Occupation certificate	Not obtained
15	Offer of possession	Not obtained
16	Date of Memorandum of Understanding	<p>16.03.2024</p> <p>(As per page no. 93 of the reply)</p>

B. Facts of the complaint:

3. The complainants have made the following submissions:

- I. That in the year 2014, the respondent advertised their proposed project called 'Arete, in Sector-33, Village Dhunela, District Gurugram, wherein the respondent specifically stated that the possession of the units shall be delivered within 48 months of signing of the builder buyer's agreement/ application letter.
- II. That the complainants booked the flat on 28.08.2015 by giving Rs.31,16,623/- by way of cheques in favour of respondent. After receiving the above-mentioned amount, the complainant issued allotment letter on 07.09.2015 and allotted an apartment unit no. E-704, 7th Floor, Tower-E, admeasuring 1275 sq. ft. for total sale consideration of Rs.75,28,075/- and the complainants adhering the allotment letter gave 40% amount to the respondent. After making the payment, the respondent executed apartment buyer's agreement with the complainants on 28.09.2015.
- III. That thereafter the respondent promised to the complainants that it will complete the construction of the project on time which was specifically mentioned in the apartment buyer's agreement dated 28.09.2015 in clause no. 10.1 *"the respondent shall complete the construction of the said apartment within 48 months from the date of execution of this agreement"* which was due on 27.09.2019 but never delivered the possession of the aforesaid flat on time and even till date the respondent has been miserably failed to handover the possession of the aforesaid flat to the complainants despite there being inordinate delay of more than 5 years from the due date. The respondent even cannot count the grace period in the total period agreed for handing over the actual physical possession of the apartment as the same can

only be considered when the respondent is able to deliver the actual physical possession of the allotted apartment within the grace period, failing which the respondent is liable to pay the interest and penalty for this period also.

- IV. That the respondent continued to accept money from the complainants without any intention to deliver the possession from the beginning. Even after receiving the substantial sum of Rs. 31,16,623/- from the complainant, which amounts to payment of approx. 40% of the total sale consideration of the said apartment, the respondent while completely turning dishonest and acting under the malafide intentions and ulterior motives to siphon-off and pocket the entire payment of Rs.31,16,623/- clandestinely chose to stop any further construction and development activity in the tower, letting the tower remain stands as a bare shell structure, which resulted in complete denial of the complainants right to house of his own, despite paying the substantial amount Rs.31,16,623/-. In fact, the respondent utterly failed to address the genuine grievances of the complainants and the conduct of the respondent company clearly suggests beyond reasonable doubt that from the very beginning, the intention of the respondent was malafide and that with dishonest intentions, the respondent lured the complainants to make payment of huge amount of Rs.31,16,623/- in the garb of allotting an apartment which is still not complete.
- V. That the respondent has been failed to handover the possession of the flat in question which is yet not complete to the notice and knowledge of the complainants and the purpose of purchasing the property has been frustrated by the act and conduct of the respondent and the complainants have also suffered huge damages.

- VI. That the complainants and many other people have invested their hard-earned money with hope of having a residential flat, which they could use for their personal use, but now they are left with no option except approaching this Hon'ble Authority.
- VII. That the modus operandi of the respondent has caused tremendous financial pressure upon the complainants herein for which the complainants are entitled to be reimbursed forthwith as well as for the mental agony caused to the complainants by the acts, omissions and mala fide conduct on the part of the respondent.
- VIII. That the Act of taking hard-earned money from the complainants and not making delivery of the aforesaid flat after passing of 2 years from the date of possession wilfully and knowingly amounts to an act of fraud and deliberate delay for which respondent is solely liable to pay damages also. However, the complainants are filing the present complaint without prejudice to rights for filing the separate claim for damages, the complainants are filing the present complaint only for refund the whole amount which is deposited by the complainants to respondent in lieu of apartment booked by them.
- IX. That even thereafter the complainant tried to meet with the officials of the respondent and requested to refund the total amount along with interest.
- X. That the complainants have invested their hard-earned money and life savings with hope of having a commercial unit as promised by the respondent. However, the complainants having been highly disappointed and discouraged due to the illegal, unethical and non-cooperative attitude besides committing various deficiency and

inordinate delay as stated above, hence the complainants left with nowhere to go except approaching this Hon'ble Court.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
 - i. Direct the respondent to refund the entire amount paid by the complainants to the respondent, i.e., Rs.31,16,623/- along with interest @ 18% per annum from date of payment till actual realization of the said amount.

D. Reply by respondent:

5. The respondent has contested the complaint on the following grounds:
 - I. That when the complainant got to know of the proposed development of the project, he, after performing his own due diligence and being completely satisfied with the then status of the project, expressed his interest in getting an allotment and submitted an application/booking form.
 - II. That subsequent to the allotment of the unit the parties mutually entered into an apartment buyer's agreement dated 28.09.2015. The agreement encapsulated the rights and obligations of the parties and further clearly stated that the completion of the project shall be subject to the *force majeure* circumstances.
 - III. That due to acute financial distress and lack of requisite funding, the construction of the project was hampered by such supervening impossibilities. Moreover, the complainant herein and other allottees did not make timely payments which further caused financial strain to the respondent and hindered completion of construction of the project.

- IV. That the respondent has acted at all times in good faith and without any intent to defraud the complainant or the other allottees. However, the complainant has deliberately failed to disclose the true and complete facts of the matter and is *malafidely* attempting to portray the respondent in a negative light before the Authority. Hence, the present complaint is liable to be dismissed on this ground.
- V. That the world was hit by Covid-19 pandemic which resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the project. The Ministry of Home Affairs, GOI vide notification dated 24.03.2020 bearing no. 40-3/2020-DMI(A) recognized that India was threatened with the spread of Covid-19 pandemic and ordered a completed lockdown in the entire country for an initial period of 21 days which started on 25.03.2020. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities.
- VI. That in addition of the advent of Covid-19, the respondent no. 1 was faced with force majeure circumstances events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and Hon'ble National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water etc.

- VII. That the parties mutually entered into a memorandum of understanding on 16.03.2024. The sole purpose of the MoU is to reach a full and final settlement with respect to the dispute between the parties. It was decided between the parties that the respondent shall refund a total sum of Rs.31,10,242/- to the complainants within three months' time from the date of filing or signing of the resolution plan and the start of construction.
- VIII. That according to the MoU executed between the parties, the respondent in good faith and as a goodwill gesture decided to refund the entire paid by the complainants.
- IX. That the said MoU was executed as a full and final settlement of all claims, contentions of the complainant, after which the complainant had agreed to withdraw all the complaints filed against the respondent. That however, the Complainant, with *malafide* intention, has approached this Ld. Authority only to fulfil his greediness.
- X. That it was specifically and expressly agreed that the parties had mutually agreed to resolve and settle all their grievances/ issues and had arrived at an amicable settlement.
- XI. That the complainants have intentionally distorted the real and true facts in order to generate the impression that the respondent has reneged on their commitments. No cause of action has arisen or subsists in favour of the complainants to institute or prosecute the instant complaint. The complainants preferred the instant complaint on absolutely false and extraneous grounds in order to needlessly victimize and harass the respondent. That without prejudice to the rights and contentions of the respondent, it is submitted that the complainants voluntarily, willingly and consciously executed the said

MoU. After the settlement of the matter and the execution of the MoU, no cause of action for filing the present complaint remains.

- XII. That it is submitted that by virtue of the MoU having been entered between the parties after mutual discussions and meeting, there has been an intentional relinquishment of any right that the parties may have had. The doctrine of waiver is squarely applicable in this case.
- XIII. That the respondent has submitted a resolution plan for the project was formulated jointly by the authorised representative of the ILD Housing Projects Private Limited and the representative of buyers of ILD Arete along with the consent of the landowner, lender and new investor, in order to resolve and deliver the units to the allottees.
- XIV. That the above-mentioned resolution plan encompasses the objective of the resolution plan and further proposes ways through which the respondent can raise funds and retain finances to complete the construction of the project. That one of the recommendations mentioned in the resolution plan is that the allottees should not be allowed to seek refund at this stage.
6. 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 has complete territorial and 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 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 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 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 complainants 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. 2021-2022(1) RCR(C), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union***

of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022

wherein it has been laid down as under:

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

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 objections raised by the respondent:

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

13. The respondent/promoter has raised the contention that the construction of the tower in which the unit of the complainants is situated, has been delayed due to force majeure circumstances such as lack of infrastructure in the said area, incompleteness of sector road on time, revisions of building plans, ban on construction by the competent authorities, acute shortage of labourers in the NCR Region, ban on extraction of ground water by the interim orders passed by Hon'ble High Court of Punjab & Haryana, ban on construction due to orders passed by NGT, EPCA, Courts/Tribunals/Authorities etc to prevent pollution, demonetization, implementation of new tax law i.e., GST, Covid-19 pandemic etc. However, all the pleas advanced in this regard are devoid of merit. First of all, the

possession of the unit in question was to be offered by 28.03.2020. Hence, events alleged by the respondent do not have any impact on the project being developed by the respondent. Moreover, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the promoter/respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

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

14. The respondent has raised another contention that the mutually entered into a memorandum of understanding on 16.03.2024 as a full and final settlement of all claims, contentions of the Complainant, after which the complainant had agreed to withdraw all the complaints filed against the respondent. In memorandum of understanding on 16.03.2024, it was decided between the parties that the respondent shall refund a total sum of Rs.31,10,242/- to the complainants within three months' time from the date of filing or signing of the resolution plan and the start of construction. But the same has not been refunded till date. Thus, the contention of the respondent stands rejected.

G. Findings on the relief sought by the complainants:

- G.I Direct the respondent to refund the entire amount paid by the complainants to the respondent, i.e., Rs.31,16,623/- along with interest @ 18% per annum from date of payment till actual realization of the said amount.**
15. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest as per section 18(1) of the Act and the same is reproduced below for ready reference:

"Section 18: - Return of amount and compensation

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

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, **to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed** in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

16. Clause 10 of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

10. Possession of apartment

"10.1 Subject to timely grant of all approvals (including revisions thereof), permissions, certificates, NOCs, permission to operate, full/part occupation certificate etc. and further subject to the Buyer having complied with all its obligations under the terms and conditions of this Agreement, and subject to all the buyers of the apartments in the Project making timely payments including but not limited to the timely payment of the Total Sale Consideration, stamp duty and other charges, fees, IAC, Levies & Taxes or increase in Levies & Taxes, IFMSD, Escalation Charges, deposits, Additional Charges to the Developer and also subject to the Buyer having complied with all formalities or documentation as prescribed by the Developer, the Developer shall endeavor to complete the construction of the Said Apartment within **48 (Forty-Eight) months from the date of execution of this Agreement and further extension/grace period of 6 (six) months.**"

17. **Due date of handing over possession:** As per clause 10 of the said BBA, the possession of the unit was to be given within a period of 48 (forty-eight) months from date of execution of the agreement i.e., 28.09.2015 along with a grace period of 6 months. Given the fact that the grace period was unqualified, the due date of possession comes out to be 28.02.2020.
18. The counsel for the respondent vide proceedings of the day dated 09.10.2025 stated that the project is still incomplete but the construction is on full swing and is expected to complete the same soon.

19. On consideration of the circumstances, the documents, submissions and based on the findings of the authority regarding contraventions as per provisions of rule **28(1)**, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 10.1 of the buyer's agreement executed between the parties on 28.09.2015, the possession of the subject unit was to be delivered within a period of 48 months from the date of execution of buyer's agreement along with a grace period of 6 months. Therefore, the due date of possession comes out to be 28.02.2020.
20. Keeping in view the fact that the complainants/allottees 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.
21. The due date of possession as per apartment buyer's agreement as mentioned in the table above is 28.02.2020. The authority has further, observes that even after a passage of more than 10 years (from the date of execution of agreement till date), neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottees by the respondent/promoter. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the unit which is allotted to them and for which they have paid a considerable amount of money towards the sale consideration. Further, the authority observes that there is no document place on record from which it can be ascertained that whether the respondent has applied for occupation certificate/ completion

certificate or what is the status of construction of the project. In view of the above-mentioned fact, the allottees intends to withdraw from the project and is well within the right to do the same in view of section 18(1) of the Act, 2016.

22. Moreover, the occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent /promoter. The authority is of the view that the allottees cannot be expected to wait endlessly for taking possession of the allotted unit and for which they have paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

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

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

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

24. 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). 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 allottees, as the allottees wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by it in respect of the unit with interest at such rate as may be prescribed.

25. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants are entitled for refund of the entire amount paid by them at the prescribed rate of interest i.e., @10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

H. Directions of the Authority:

26. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. The respondent/promoter is directed to refund the entire amount received by it i.e., Rs.31,16,623/- from the complainants along with interest at the rate of 10.85% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from

the date of each payment till the actual date of refund of the deposited amount.

- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
 - iii. The respondent is further directed 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 complainant-allottees.
27. Complaint stands disposed of.
28. File be consigned to the registry.


(Phool Singh Saini)
Member
(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 09.10.2025