

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

Complaint filed on : 18.06.2025
Date of decision : 08.01.2026

1. Saumiya Sheela
 2. Praveen Pathmasundaran
- Both R/o: Laxmi T V Puram PO Vaikom, Kottayam,
Kerala - 686606

Complainants

Versus

AMB Infraventures Private Limited
(Through its Managing Directors and other
Director)
Regd. Office: M - 48, Basement Floor, Greater
Kailash II, New Delhi - 110048

Respondent

CORAM:
Shri Phool Singh Saini

Member

APPEARANCE:
Shri Gaurav Bhardwaj (Advocate)
Shri Dhruv Rohatagi (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. No.	Particulars	Details
1.	Name of project	"AMB Selfie Street"
2.	Nature of project	Commercial Shop
3.	Location	Village- Mewka, Sector-92, Gurugram.
4.	RERA Registered	Registered Vide registration no. 80 of 2017 Dated-23.08.2017.
5.	DTCP License	License no. 10 of 2015 dated 18.09.2015
6.	MoU dated	04.12.2019 (Page 24 of complaint)
7.	Buyer' s Agreement	06.01.2020 (As on page no. 48 of complaint)
8.	Shop no.	S-45, 2 nd Floor (As on page no. 50 of complaint)
9.	Shop area	127 sq.ft. [Super Area] (As on page no. 50 of complaint)
10.	Possession clause	Clause 16 Possession of the unit <i>16.1xxxx Within 36 months from the date of execution of the agreement, excluding a grace period of 12 months....xxxx</i> (As on page no. 65 of complaint)
11.	Due date of possession	06.01.2024 [Calculated 36 months from the date of execution of the agreement plus 12 months grace period]
12.	Sale consideration	Rs.31,57,906/- (As per payment plan on page no. 81 of complaint)
13.	Amount paid	Rs.29,32,512/-



		(Stated by the complainant at page 14 of complaint)
14.	Occupation certificate	07.05.2024 (As on page no. 27 of reply)
15.	Offer of possession	07.05.2024 (As on page no. 30 of reply)
16.	Reminders for execution of conveyance deed	09.04.2025, 21.06.2025 (Page 34-35 of reply)

B. Facts of the complaint:

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

- a. The complainants while searching for a commercial/ retail space were lured by the advertisements /brochures /sales representatives of the company to buy a commercial/retail space in their project namely "AMB SELFIE STREET" project at Sector - 92, Gurugram, Haryana. The agents and officers of the respondent's company told the complainants about the moonshine reputation of the company and the agents of the respondent's company made huge presentations about the project mentioned above and also assured that they have delivered several projects in the National Capital Region prior to this project. The respondent handed over a brochure to the complainants, which projected a very interesting landscaping of the project and went on to incite the complainant to part with their hard-earned money by way of making payments. The respondent claimed that it is a unique hub of leisure, entertainment & retail and a perfect destination for people looking for "shops for investment in Gurugram" and inspired by the Spanish Architect, who then decided to invest their hard-earned money in purchasing the Unit at " AMB Selfie Street" project.



- b. The complainants on various representations and assurances made by the respondent, booked the commercial/retail unit by vide application No- SS/92/CIN/0652 dated 21.10.2019 and subsequently the demand by the respondent was raised for the booking amount, which was paid by the complainants amounting to Rs.8,78,877/- vide online instrument no. SBINR52019102100008661 dated 21.10.2019 for the allotment of commercial/retail shop in the project "AMB Selfie Street".
- c. Thereafter, a draw of lots was conducted by the respondent on 05.12.2019 and a successful allotment was drawn in favour of the complainants. Accordingly, vide provisional allotment letter dated 05.12.2019, the respondent allotted the commercial/retail unit bearing no. S - 45, located on 2nd Floor, admeasuring super area of 298.00 sq. ft. for a total sale consideration of Rs. 31,57,906/- for the unit in question including PLC, EDC, IDC and right to use car parking.
- d. Subsequently a Memorandum of Understanding dated 04.12.2019 was executed between the complainants and the respondent as the unit in question is commercial in nature. Article 2 of the Memorandum of understanding talks about the assured return from the unit in question. Article 2.1 of the Memorandum of Association promises the complainants to get Rs. 6829/- monthly payable from 21.10.2019 till 06 months of booking i.e. 21.04.2020. The complainants were also entitled for Rs. 6829+6829 i.e. Rs.13,658/- monthly payable from the date of realization of next payment as per payment plan till the due date of next payment as per payment plan. It is pertinent to mention that the complainants had been receiving the assured return at the prescribed rate as mentioned above till 2023 and the complainants had not received any amount in relation

with the assured return of the unit in question and an amount of Rs. 7,58,971/- is outstanding from the respondent company. All these false contemplations of the respondents have forced the complainants to withdraw from the project as the respondents have failed to fulfil even one of the promises made in the brochure or in memorandum.

- e. The complainants made further payment of Rs. 4,07,044/- vide online instrument bearing no. IOBAR52022053100355421 dated 31.05.2022 and Rs. 3,80,897/- vide adjust dated 08.06.2022 which is more than 50% of the total consideration i.e. Rs.31,57,906/- towards the total basic sale price (hereinafter referred to as the BSP).
- f. Subsequently, the buyer's agreement was executed on 18.05.2022 between the said parties for the commercial/retail unit bearing no. S-45 (hereinafter called as the 'unit' in question), located on second floor, admeasuring super area of 298.00 sq. ft.
- g. The reason for the complainants to withdraw from the project and seeking refund are the false acts and imprecise contemplation made by the respondent in the matter of assured return or the raising illicit demands or failing in providing offer of possession till date though the occupation certificate had been received by the respondent on 07.05.2024 i.e. more than 11 months. The respondent had substantially delayed the project over a considerable period of time and the commercial purpose could not be conquered due to the significant delay in giving the offer of possession.
- h. The respondent is involved in unethical/unfair practices so as to extract money from the complainants and the respondent company capriciously involved themselves in demanding money illegally from the companies.

- i. The complainants on 03.01.2025 received a letter and an email dated 08.01.2025 from the respondent company in regard with the registration of "conveyance deed commenced" with a deceitful note attached to it which says "holding charges @ Rs.50/sq. ft. shall be applicable as per the provision of builder buyer's agreement 60 days from the date of this letter". The registration of conveyance deed has been sent by the respondent company after a delay of not less than 7 months from the receipt of the occupation certificate that left the complainants to an utter shock as to the effrontery of the respondent to still charge the holding charges from the complainants.
- j. The complainants have till date made a total payment of Rs. 29,32,412/- against the total sales consideration of Rs.31,57,906/- i.e., more than 90% of the total sales consideration for the unit in question.
- k. As per Section 18 of the Real Estate (Regulation and Development) Act, 2016, the promoter is liable to pay interest to the allottees of an apartment, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.

C. Relief sought by the complainants:

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

- a. Direct the respondent to refund the entire amount of Rs. 29,32,412/- paid by the complainants to the respondent along with the interest as per RERA Act and the Outstanding Assured return on the unit in question.

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:

- a. The present complaint has been filed to claim the relief of assured returns, basis an MOU dated 04.12.2019, which is an independent investment agreement and not a buyer's agreement or an allotment agreement. The said MOU dated 04.12.2019, filed by the complainants, is not a buyer's agreement, which is an independent document executed between the parties. The present complaint, seeking performance of the commercial obligations between the parties, arising out of an investment agreement/ MOU dated 04.12.2019 is not maintainable before this forum, nor does this Authority, under the RERA Act, is empowered or vested with the jurisdiction to grant any reliefs of the nature as sought by the complainants. The present dispute, as projected is a commercial transaction/ commercial dispute, for which the remedy lies elsewhere and not under RERA.
- b. The complainants approached the respondent and evinced an interest to purchase a unit in the commercial colony being developed under the name and style of "AMB Selfie Street" situated in Sector 92, Gurugram (hereinafter referred to as "said project"). Only after being fully satisfied with regard to all aspects of the project, including but not limited to the capacity/capability of the respondent to undertake conceptualization, promotion, development and construction of the same, the complainants took an independent and informed decision to purchase a unit in the said project.
- c. The complainants duly accepted the terms and conditions forming part of the application form and undertook, *inter alia*, to execute the



buyer's agreement in the standard format of the respondent. Thereafter, unit bearing no. S-45, 2nd Floor tentatively admeasuring 298 square feet (super area) located in the 2nd floor of the said project (hereinafter referred to as "said unit") was allotted in favour of the complainants.

- d. Thereafter, the respondent issued an allotment letter dated 04.12.2019, to the complainants, confirming their allotment of unit bearing No. S-45, 2nd Floor, in the project in question, on the terms and conditions contained therein.
- e. Thereafter, unit buyer agreement having analogous terms and conditions were executed between the respondent and the complainants for the unit. The complainants were aware of terms and conditions under the aforesaid agreement and after being satisfied with each and every term, the complainants agreed to sign on the same, willingly, voluntarily with freewill and full consent. The unit buyer's agreement dated 06.01.2020 is filed by the complainants. That as per clause 16 of the buyer's agreement, the respondent company proposed to handover the possession of the unit within 36 months from the date of execution of buyer's agreement, with a further grace period of 12 months. However, the said period of handover was subject to force majeure conditions.
- f. The unit buyer's agreement was executed on 06.01.2020, right before the onset of global pandemic of COVID-19. The world at large has witnessed COVID-19 pandemic and the Government of India imposed a lockdown on all commercial activities in the light of the ongoing pandemic situation from 22nd March 2020. Due to uncertainty and fearing sickness and the epidemic, most of the construction workers left for their home towns. Although the

contractors received the permission to commence work on site during the Month of May, the non-availability of manpower impacted the productivity very severely. The above has resulted in delays in construction of the project, for reasons that essentially lie beyond the control of respondent. Further, to increase the misery of the OP, the laborers started migration towards their hometown. Post lockdown, the labourers did not return full-fledged. Surge of Covid Second wave and apprehension of covid third wave also delayed the return of labourers to work sites and hence, delays were caused.

- g. The respondent was also gravely affected by the various construction bans and lockdowns imposed by the union and state authorities due to the effects of covid-19 upon real estate. That the committed date of possession fell at the time of Covid-19, when the entire nation was under lockdown and considering the same, the Ministry of Finance (MOF), vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 (six) months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the Regulatory Authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 (six) months due to outbreak of covid 19.
- h. The Ld. Haryana Real Estate Regulatory Authority at Panchkula upon considering the obstructions/challenges faced by various Real

- Estate Developers due to second wave of Covid-19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the Respondent is also entitled to additional extension for 3 months for completion of the project.
- i. Subsequently, upon removal of the Covid-19 restrictions it took time for the workforce to commute back from their villages, which led to slow progress of the completion of project. Despite, facing shortage in workforce, materials and transportation, the respondent managed to continue with the construction work and completed the project. That the respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the project.
 - j. In addition to the above hinderances, construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc. to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.
 - k. Further, Commission for air quality management (NCR and Adjoining Areas) vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21st November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the



respondent. Accordingly, construction activity had been completely stopped during this period. Period of restriction/ prohibition: - 16.11.2021 to 21.11.2021.

- l. The respondent has rightly made good on all of its contractual obligations. That despite being adversely affected by the various construction bans by the NGT, the grave impact of the pandemic, shortage of labour and non-availability of material, the respondent has shown par excellence in ensuring timely completion of the construction activities. That after having timely completed the construction of the unit, the application for occupation certificate was made and the occupation certificate was obtained on 07.05.2024. The possession of the unit was offered to the complainants by offer of possession letter dated 07.05.2024.
- m. The assured return committed has already been adjusted in the basic sales price of the unit allotted. That at the time completion of the project, the unit area has slightly increased. The due and payable assured returns have been adjusted against the increased area, common area maintenance charges, additional charges towards EEC, DHBVN connection charges, IFMS, labour cess, sinking fund, wet point and taxes. Without prejudice to the facts and circumstances, the assured returns credited are to be adjusted from the refundable amounts.
- n. Instead of coming forward to take possession of the unit after clearing their outstanding dues, the complainants kept delaying the matter on one pretext or the other and have instead proceeded to institute the present false and frivolous complaint. The respondent issued emails dated 08.01.2025 and letter dated 03.01.2025, informing the complainants about the beginning of process for



registration. The complainant was not coming forward for the execution of the conveyance deed, for which the respondent was constrained to issue reminders dated 09.04.2025 and 21.06.2025.

- o. The complainant has never made any request for cancellation and refund prior to the filing of the present complaint and hence, the complainants at this stage, after the receipt of occupation certificate are obligated to pay the outstanding dues and take the possession of the unit in question.
- p. It is obvious from the entire sequence of events that no illegality can be attributed to the respondent. The respondent has duly fulfilled its obligations under RERA as well as in terms of the agreement between the parties. Thus, the allegations levelled by the complainants qua the respondent are totally baseless and do not merit any consideration by this Hon'ble Authority. The present complaint is nothing but an abuse of the process of law.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the Authority:

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E. I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP 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

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

11. Hence, given the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on objections raised by the respondents

F.I Objection regarding delay due to force majeure circumstances.

12. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by various Courts, Authorities, Commission for air quality management, shortage of labour and stoppage of work due to lock down, outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his

construction activities came to stand still, and the said period be excluded while calculating the due date. The plea of the respondent regarding various orders of the authorities, all the pleas advanced in this regard are devoid of merit. The orders passed by authorities banning construction in the NCR region was for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such delay in the completion.

G. Findings on relief sought by the complainants:

G.I Direct the respondent to refund the entire amount of Rs. 29,32,412/- paid by the complainants to the respondent along with the interest as per RERA Act and the outstanding assured return on the unit in question.

13. The complainants were allotted a unit in the project of respondent "AMB Selfie Street" at sector 92, Gurgaon vide MoU dated 04.12.2019 for a total sum of Rs.31,57,906/- and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 29,32,512/-. 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. As per clause 16.1 of the agreement provides for handing over of possession and is reproduced below:

16.1 The Company, based upon its present plans and estimates, and subject to all exceptions, proposes to handover possession of the Unit within thirty-six (36) months computed from the date of execution of Buyer's Agreement, excluding additional grace period of twelve (12) months, subject to force majeure circumstance and reasons beyond the control of the Company ("Commitment Period"). In case of failure of the Allottee to make timely payments of any of the instalments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, or any failure on the part of the Allottee to abide by any of the terms and conditions of this Agreement, the time periods mentioned in this clause shall not be binding upon the Company with respect to the handing over of the possession of the Unit, regardless of the fact that the Company has accepted interest on delayed payments.

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 16.1 of the agreement, the possession of the subject unit was to be delivered within a period of 36 months with an additional grace period of 12 months from the date of signing of this agreement or the date of start of construction, whichever is later. The due date is calculated from 36 months from date of signing of the agreement dated 06.01.2020 being later + 12 months of grace period is allowed unconditionally. Accordingly, the due date of possession comes out to be 06.01.2024.
16. The occupation certificate of the buildings/towers where allotted unit of the complainants is situated was obtained on 07.05.2024 after delay of almost 4 months from the due date of possession. However, the complainants are 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. However, now when complainant approached the Authority to seek refund, it is observed that as per clause 7 of buyer's agreement, the respondent-builder is entitled to forfeit the earnest money of the total sale

consideration. The relevant portion of the clause is reproduced herein below:

7. EARNEST MONEY

The Allottee agrees and understands that the Company shall treat fifteen percent (15%) of the Total Sale Consideration plus Interest due, Brokerage paid/payable and other non-refundable amounts as Earnest”.

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

5. AMOUNT OF EARNEST MONEY

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money **shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be** in all cases where the cancellation of the*

flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer.

19. 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.
20. It is a matter of record that the respondent has paid a sum of Rs. 26,776/- to the complainant towards assured returns. The said amount shall be duly adjusted and deducted from the total refundable amount payable to the complainant. Further, the respondent shall be entitled to deduct earnest money, which shall not exceed 10% of the total sale consideration, in accordance with the terms of the agreement and settled principles of law. The balance amount, after such permissible deductions and adjustment of the assured return already paid, shall be refunded to the complainant.

H. Directions issued by the Authority:

25. 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:
- The respondent is directed to refund the paid-up amount of Rs. 29,32,512/- after deducting the earnest money which shall not exceed the 10% of the sale consideration along with prescribed rate

- of interest 10.80% p.a. on such balance amount from the date of filing of complaint (18.06.2025) till the actual date of realization.
- ii. The amount of Rs.26,776/- paid by the respondent to the complainants towards assured return shall be deducted from total refundable amount.
 - iii. 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.
 - iv. 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.
26. Complaint stands disposed of.
27. File be consigned to the Registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.01.2026