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

**Date of decision: 08.10.2026**

| NAME OF THE BUILDER | | M/s DSC Estates Developers Private Limited | |
|---|---|---|---|
| PROJECT NAME | | "Supertech Azalia", Sector- 68, Gurugram, Haryana | |
| S. No. | Case No. | Case title | APPEARANCE |
| 1. | CR/919/2020 | Nishant Bhushan<br><br>V/s<br><br>M/s Supertech Limited (R1)<br>M/s DSC Estate Pvt. Ltd. (R2) | Ms. Dayna Sharma (Advocate) (Complainant)<br><br>None (R1)<br>and<br>Sh. Dushyant Tewatia (Advocates) (R2) |
| 2. | CR/905/2020 | Rajeev Rajan and Ritu Bhushan<br><br>V/s<br><br>M/s Supertech Limited (R1)<br>M/s DSC Estate Pvt. Ltd. (R2) | Ms. Dayna Sharma (Advocate) (Complainants)<br><br>None (R1)<br>and<br>Sh. Dushyant Tewatia (Advocates) (R2) |

**CORAM:**

Shri Phool Singh Saini **Member**

**ORDER**

1. This order shall dispose of both the complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Supertech Azalia", Sector- 68, Gurugram, Haryana being developed by the respondent/promoter i.e., M/s DSC Estate Developers Private Limited. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking award of refund of the entire paid-up amount along with interest and other reliefs.

3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

| **Project Name and Location** | "Supertech Azalia" at Sector 68, Gurugram. | | |
|---|---|---|---|
| **Project area** | 55.5294 acres | | |
| **Registrable area** | 32.83 acres | | |
| **Nature of the project** | Group housing colony | | |
| **DTCP license no. and other details** | | | |
| DTCP License No. | Valid up to | Area admeasuring | Name of licensee Holder |
| 89 of 2014 dated 08.08.2014 | 07.08.2024 | 10.25 acres | Om Parkash, Jai Bhagwan Ss/o Amarchand and Suresh Kumar, Rajesh Kumar, Mukesh Kumar, Sanjay Kumar Ss/o Jeevan Lal and 2 others |
| 106 of 2013 dated 26.12.2013 | 25.12.2017 | 13.74 acres | Sarv Realtors Pvt. Ltd. |
| 107 of 2013 dated 26.12.2013 | 25.12.2017 | 13.75 acres | Sarv Realtors Pvt. Ltd. |
| 134 of 2014 dated 26.08.2014 | 25.08.2024 | 4.85 acres | Smt. Aruna Lohia W/o Om Parkash Lohia, Smt. Savitri W/o Jai Bhagwan, DSC Estate Developers Pvt. Ltd. and 2 others |
| 135 of 2014 dated 26.08.2014 | 25.08.2019 | 7.71 acres | Attractive Implex Pvt. Ltd. and 2 others |
| 136 of 2014 dated 26.08.2014 | 25.08.2019 | 5.84 acres | ASP Sarin Realty Pvt. Ltd. and 2 others |

| | |
|---|---|
| **RERA Registered/ not registered** | Registered bearing no. 182 of 2017 dated 04.09.2017<br>Valid up to 31.12.2021<br>**(Hues Tower-** A, B, E, F, G, H. M, N, K, T, V, W, O, P, C and D, and **Azalia Tower-** T1, T2, T3, T4, T5, T6 and T7) |
| **Occupation certificate** | Not yet obtained |
| **Possession clause as per buyer's agreement** | *"E. **POSSESSION OF UNIT: -***<br>*23. **The possession of the unit shall be given by December 2019 or extended period as permitted by the agreement.** However, the company hereby agrees to compensate the Buyer(s) @ Rs.5.00/-(five rupees only) per sq. ft. **of super area of the unit per month for any delay in handing over possession of the unit beyond the given period plus the grace period of 6 months and up to the offer letter of possession or actual physical possession whichever is earlier. However, any delay in project execution or its possession caused due to force majeure circumstances and/or any judicial pronouncement shall be excluded from the aforesaid possession period.** The compensation amount, will be calculated after the lapse of grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the allottee till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those Allottees who have not booked their unit under any special/beneficial scheme of the company i.e., No EMI till offer of possession, Subvention scheme, Assured Return etc. and who honour their agreed payment schedule and make the timely payment of due instalment and additional charges as per the payment plan given in allotment letter."* |

| S. No. | Complaint no., Case title, Date of filing of complaint and reply status | Unit no. and size | Allotment Letter And BBA | Due date of possession | Total sale consideration and Total amount paid by the complainant in Rs. |
|---|---|---|---|---|---|
| 1. | CR/919/2020<br><br>Nishant Bhushan V/S M/s Supertech Limited and others<br><br>**DOF:** | **1401, 14th floor, Tower T1**<br><br>600 sq. ft. (Super area) | **BBA**<br><br>**13.11.2015**<br><br>[Page 43 of complaint] | **30.06.2020**<br><br>(As per clause E (23) of the buyer's developer agreement: | **TC: 42,55,000/-**<br>[As per payment plan at page 45 of complaint]<br><br>**AP: 37,76,597/-** |

| | | | | | |
|---|---|---|---|---|---|
| | 22.03.2022<br><br>**Reply by R2:**<br>08.10.2026 | [Page 44 of complaint] | **Loan sanction letter**<br><br>**16.11.2015**<br><br>[Page 63 of complaint] | by December 2019 plus 6 Month grace period) | [As stated by the counsel for the complainant during proceeding dated 08.10.2026 and the same was admitted by respondent no.2] |
| 2. | CR/905/2020<br><br>Rajeev Ranjan and Ritu Bhushan<br>V/S<br>M/s Supertech Limited and others<br><br>**DOF:**<br>08.03.2022<br><br>**Reply by R2:**<br>08.10.2026 | **1402, 14th floor, Tower T1**<br><br>600 sq. ft. (Super area)<br><br>[Page 39 of complaint] | **BBA**<br><br>**19.10.2015**<br><br>[Page 21 of complaint]<br><br>**MoU**<br><br>24.11.2015<br>[Page no. 60 of complaint] | **30.06.2020**<br><br>(As per clause E (23) of the buyer's developer agreement: by December 2019 plus 6 Month grace period) | **TC: 41,24,820/-**<br>[As per payment plan at page 40 of complaint]<br><br>**AP: 33,82,769/-**<br><br>[As stated by the counsel for the complainant during proceeding dated 08.10.2026 and the same was admitted by respondent no.2] |

**Note:** In the table referred above certain abbreviations have been used. They are elaborated as follows:

| Abbreviation | Full form |
|---|---|
| DOF | Date of filing of complaint |
| RR | Reply received by the respondent |
| TC | Total consideration |
| AP | Amount paid by the allottee/s |
| BBA | Builder Buyer's Agreement |
| AL | Allotment Letter |
| MOU | Memorandum of understanding |

**Relief sought by the complainant(s): -**

i. Direct the respondent to refund the amount of **Rs.36,76,597/-**to the complainant along with interest.

ii. Direct the respondent to pay Rs.20,00,000/- to the Complainant as compensation on account harassment, mental agony pain and sufferings because of the respondent's act.

iii. To attach the said property/unit of the builders in addition to attach their bank account.

iv. To terminate the RERA licence of the respondent and direct them not to advertise their project by any means including but not limited to print-media and electronic media etc.

4. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/919/2020*** titled as ***Nishant Bhushan V/s DSC Estate Developers Private Limited and others.*** are being taken into consideration for determining the rights of the allottee(s).

## A. Project and unit related details

5. The particulars of the project, the details of 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:

***CR/919/2020*** *titled as* ***Nitin Bhushan V/s DSC Estate Developers Private Limited and others.***

| S. No. | Particulars | Details | | |
|---|---|---|---|---|
| 1. | Name of the project | Supertech Azalia, Sector-68, Golf Course Extn. Road, Gurgurgram-122101 | | |
| 2. | Project area | 55.5294 acres | | |
| 3. | Nature of project | Group Housing Colony | | |
| 4. | RERA registered/not registered | Registered vide registration no. 182 of 2017 dated 04.09.2017 | | |
| | Validity Status | 31.12.2021 | | |
| 5. | DTPC License no. | 106 & 107 of 2013 dated 26.10.2013 | 89 of 2014 dated 08.08.2014 | 134 to 136 of 2014 dated 26.08.2014 |
| | Name of licensee | Sarv Realtors Pvt. Ltd. & Ors. | DSC Estate Developer Pvt. Ltd. | DSC Estate Developer Pvt. Ltd. |
| 6. | Unit no. | **1401, 14th floor, Tower T1** (Page no. 44 of complaint) | | |
| 7. | Unit measuring | 600 sq. ft. (Super area) (Page no. 44 of complaint) | | |
| 8. | Date of Booking | 29.09.2015 (Page no. 33 of complaint) | | |

| | | |
|---|---|---|
| 9. | Date of execution of Builder developer agreement | 13.11.2015<br>(Page no. 43 of complaint) |
| 10. | Possession clause | ***E. POSSESSION OF UNIT: -***<br>***23.*** *The possession of the unit shall be given* ***by December 2019 or*** *extended period as permitted by the agreement. However, the company hereby agrees to compensate the Buyer(s) @ Rs.5.00/-(five rupees only) per sq. ft. of super area of the unit per month for any delay in handing over possession of the unit beyond the given period* ***plus the grace period of 6 months and up to the offer letter of possession or actual physical possession whichever is earlier****. However, any delay in project execution or its possession caused due to force majeure circumstances and/or any judicial pronouncement shall be excluded from the aforesaid possession period. The compensation amount, will be calculated after the lapse of grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the allottee till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those Allottees who have not booked their unit under any special/beneficial scheme of the company i.e., No EMI till offer of possession, Subvention scheme, Assured Return etc. and who honour their agreed payment schedule and make the timely payment of due instalment and additional charges as per the payment plan given in allotment letter.*<br>(Page 21 of the complaint) |
| 11. | Due date of possession | 30.06.2020<br>(Note: - December 2019 plus 6 months grace period) |
| 12. | Total sale consideration | Rs.42,55,000 /-<br>(Page no. 45 of complaint) |
| 13. | Total amount paid by the complainants | Rs.37,76,597/-<br>(As stated by the counsel for the complainant during proceeding dated 08.10.2026 and the same was admitted by respondent no.2) |
| 14. | Occupation certificate | Not obtained |

situated at Sector-68, Village Badshahpur, District Gurugram, under Licences No. 106 & 107 of 2013 dated 26.12.2013. The respondent represented to the complainant that the respondent is very ethical business house in the field of construction of residential and commercial project and in case, the complainant would invest in the project of respondent then respondent would deliver the possession of proposed apartment on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured the complainant that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned government authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainant given by the respondent and assured that the allotment letter and apartment buyer agreement for the said project would be issued to the complainant within one week of booking to be made by the complainant.

IV. That the respondent arranged the visit of its representatives with the complainant and they also assured the same as assured by the respondent to the complainant, wherein it was categorically promised by the respondent that they already have secured all the sanctions and permissions from the concerned authorities and departments for the sale of said project and would allot the residential apartment in the name of complainant immediately upon the booking. Relying upon those assurances and promises to be true, the complainant booked a residential unit bearing no. R0550T11401/STUDIO# 1401, Tower – T1/T1, Floor – 14, Type Scarlet Studio, having a super area of 600 Sq. ft. in Tower–T1 having Basic Sales Price (BSP) Rs.37,20,000/- in the proposed project of the respondent on 29.09.2015 in the township to be

developed by respondent through the booking form. However, the complainant has opted for the subvention payment plan.

V. That, the booking of the allotted unit, the complainant has paid an amount of Rs.1,00,000/- to the respondent through cheque no. 943822 dated 01.10.2015 drawn on ICICI Bank Ltd., from the bank account of one Rajeev Ranjan. In compliance of the subvention payment plan, as was opted for by the complainant, the complainant paid another payment of Rs.3,40,550/- from his account No. 188201501064 maintained by ICICI Bank Ltd.

VI. That the respondent assured the complainant that they would issue the allotment letter at the earliest and maximum within one week, the complainant will get the allotment as a confirmation of the allotment of said residential apartment in his name. However, the respondent in utter contravention of its own terms, despite repeated requests and reminders of the complainant to issue the allotment letter has not issued any allotment letter so far. However, even after various repeated requests made by complainant, the respondent executed a buyer development agreement on 13.11.2015 in respect of the said unit in favour of the complainant.

VII. That, while executing the flat buyer's agreement in favour of the complainant giving its assurance that the possession of the allotted apartment shall be given by the respondent to the complainant by December 2019 with a grace period of 6 months. However, at the time of execution of the said buyer's agreement, the respondent misusing its dominant position had coerced and pressurized the complainant to sign the arbitrary, illegal and unilateral terms of the said buyer's agreement and when complainant objected those arbitrary terms and conditions of the said agreement and refused to sign the same, the respondent threatened to forfeit the amount already paid by the

complainant as sale consideration in respect of the said apartment and also to cancel his booking. The complainant having no other option and found himself helpless and being cheated and under duress and coercion had signed the said buyer agreement.

VIII. That, as per Clause (E), Point –23 of the said Buyer Development Agreement, which provides that the penalty clause will be applicable to only those Allottees who have not booked their unit under a special/beneficial scheme of the company i.e. No EMI till offer of possession, Subvention scheme, Assured Return etc. and who honour their agreed payment schedule and make the timely payment of due installment and additional charges as per the payment plan given in Allotment Letter. Hence no penalty can be imposed or levied upon complainant till offer of possession, which respondent has not yet offered to the complainant despite his repeated requests and personal approach etc.

IX. That, relying upon the assurance and representation of the respondent that it would deliver the said apartment to the complainant by December 2019, the complainant availed a Home Loan from Indiabulls worth Rs.35,00,000/- and the same was granted by the Indiabullls through Sanction Letter dated 16.11.2015. The said financial institute i.e., Indiabulls has disbursed a loan worth Rs.31,29,084/- against the loan sanctioned worth Rs.35,00,000/- and that too had paid the amount to the respondent, which can easily be ascertained from the statement of loan account.

X. That, on 05.12.019, the respondent raised a demand of Rs.6,73,186/- from complainant by 20.12.2021, admitting the receipt of Rs.34,21,169/- against the total sale consideration. The loan borrowed by complainant from Indiabulls, the complainant now has repaying the loan amount in the form of

Emi's, which itself can be verified from the statement of account of the complainant.

XI. The respondent instead of handing over the possession of the apartment to the respondent by December 2019 kept demanding more and more amount citing its acute financial constraints, whereas the complainant was regularly been threatened by the employee/staff/recovery agent of Indiabulls Finance Limited with the threats that they would come to the house of complainant and complainant shall have to face dire consequences.

XII. Since December 2019 has been passed, the complainant wrote several E-mails to the respondent, whereby wanted to know from them that on which date the respondent is going to handover the possession of the unit to the complainant and also made aware the respondent about the pain and suffering, which complainant was facing.

XIII. That, the respondent has to deliver the dwelling unit by December 2019 according to the buyer agreement. The respondent kept extracting money from complainant but neither has offered the possession of the dwelling unit nor had given possession to the complainant.

XIV. That, as per the statement of payment issued by the respondent on the request of complainant, as on the date of filing of complaint complainant has paid an amount of Rs.35,74,425/- in which the respondent shown an amount of Rs.34,21,169/- after this, the Indiabulls disbursed an amount of Rs.1,53,256/- to the respondent on 30.09.2020. Apart from this, the complainant has also paid an amount of Rs.1,02,172/- to Indiabulls Finance Ltd. However, even after receiving the said amount, the said Indiabulls Finance Ltd. is now showing an amount of Rs.80,574/- as pre-EMI and other

dues of Rs.72,829/- against the complainant, as shown in the Statement being given by the Indiabulls Finance Ltd.

XV. That, in terms of the buyer agreement, the complainant has paid and satisfied all the demands raised by respondent. so far, the complainant paid a total amount of Rs.35,74,425/- to the respondent as on 31.12.2021. That, from the date of booking and till today, the respondent had raised various demands for the payment of installments on complainant towards the sale consideration of said apartment and the complainant has duly paid and satisfied all those demands as per the buyer's agreement without any default or delay on his part and has also fulfilled otherwise also his part of obligations as agreed in the buyer agreement.

XVI. That the respondent has not completed even 10% construction of the said real estate project till now and the complainant has not been provided with the possession of the said unit despite all promises done and representation made by the respondent. By committing delay in delivering the possession of the aforesaid Apartment Respondent has violated the terms and conditions of the Buyer's Agreement and promises made at the time of booking of said unit. The respondent also failed to fulfill their promises and representation made to the complainant while selling the said apartment to the complainant. The photographs of the spot/site appended hereto with this complaint to show that there is no construction at site.

XVII. That the conduct on part of respondent regarding delay in delivery of possession of the said apartment has clearly manifested that the respondent never ever had any intention to deliver the said apartment on time as agreed. It has also cleared the air on the fact that all the promises made by the respondent at the time of selling of involved Apartment were fake and false.

The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said apartment basis its false and frivolous promises, which the respondent never intended to fulfill. The respondent in its advertisements had represented falsely regarding the area, price, quality and the delivery date of possession and resorted to all kind of unfair trade practices while transacting with the complainant.

XVIII. Due to the failure on the part of respondents to deliver the said flat on time as agreed in the buyer's agreement, the complainant is constrained to pay Rs.25,000/- per month towards rentals because had the respondent would have delivered the possession of the dwelling unit to the complainant has not to pay the rent beyond the promise date of delivery of possession but all his hopes were shattered into pieces and demolished by the respondent's and the respondent left the complainant with agony and mental pain.

XIX. That the respondent has committed grave deficiency in services by not delivering the possession of said flat and false promises made at the time of sale of the said apartment, which amounts to unfair trade practice which is immoral and illegal. The respondent has also criminally misappropriated the money paid by the complainant as sale consideration of the said apartment by not delivering the unit by agreed timelines. The respondent has also acted fraudulently and arbitrarily by inducing the complainant to buy the said apartment basis its false and frivolous promises and representations about the delivery timelines aforesaid housing project.

XX. That the complainant had faced all these financial burdens and hardships out of his limited income resources, only because of respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of respondent has made the life of complainant miserable socially as well

financially as all their personal financial plans and strategies were based on the date of delivery of possession as agreed by the respondent. Therefore, the respondent has forced the complainant to suffer grave, severe and immense mental and financial harassment with no fault on its part.

XXI. That the respondent has acted in a very deficient, unfair, wrongful, fraudulent manner by not delivering the said apartment situated at the project "SUPERTECH AZALIA" Sector-68, Gurugram, District Gurugram within the timelines agreed in the buyer's agreement. Therefore, respondent is liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainant due to the delay in delivering the possession of aforesaid apartment. The respondent is also liable to pay damages to the complainant for the losses they incurred due to wrongful and fraudulent promises & commitments made by the respondent in respect of the delivery of possession of aforesaid apartment.

XXII. That the respondent is guilty of deficiency in service, unfair trade practice, giving incorrect and false statement while selling the said Apartment to the complainant within the purview of the Act, 2016, and rules applicable thereto. The complainant suffered losses on account deficiency in service, unfair trade practice, giving incorrect and false statement. As such the respondent is fully liable to pay/reimburse the payment claimed by the complainant in the form of interest along-with the delay possession charges for the losses incurred by the complainant due to the wrongful and fraudulent acts of the respondent.

XXIII. The cause of action accrued in favour of the complainants and against the respondent, when complainant had booked the said apartment and it further

arose when respondent failed/neglected to deliver the said apartment. the cause of action is continuing and is still subsisting on day-to-day basis.

**C. Relief sought by the complainant: -**

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

I. Direct the respondent to refund the amount of Rs.36,76,597/-to the complainant along with interest.

II. Direct the respondent to pay Rs.20,00,000/- to the Complainant as compensation on account harassment, mental agony pain and sufferings because of the respondent's act.

III. To attach the said property/unit of the builders in addition to attach their bank account.

IV. To terminate the RERA licence of the respondent and direct them not to advertise their project by any means including but not limited to print-media and electronic media etc.

8. 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)(a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent no. 2 (M/s DSC Estate Private Limited)**

9. The respondent is contesting the complaint on the following grounds: -

i. The respondent is one of the leading real estate developers in the State of Haryana and NCR. It has several projects across the state, and as such has built a great reputation for having the highest quality of real estate developments. The answering respondent has been represented in the instant proceedings by its authorized representative, Ms. Sucha Singh. One of its marquee projects is the Azalia, located in Sector 68, Gurugram, and Haryana.

ii. That the respondent was issued license bearing no. 106 and 107 dated 26.12.2013 and license no.'s 135 and 136 of 2014 dated 26.08.2014 for developing the said land. That in furtherance of the same, the answering respondent and M/s Supertech Limited, had entered into two joint

Development Agreement dated 25.04.2014 and 26.08.2014. In terms of the said JDA's, Supertech was to develop and market the said project. The complainant along with many other allottees had approached M/s Supertech Ltd., making enquiries about the project, and after thorough due diligence and complete information being provided to them had sought to book an apartment(s)/unit(s) in the said project.

iii. That, after fully understanding the various contractual stipulations and payment plans for the said apartment, the complainant executed the buyer developer agreement dated 13.11.2015 for an apartment being no. R055T11401/STUDIO# 1401, having super area of 600 sq. ft. (approx.) for a total consideration of Rs.42,55,000/-. It is pertinent to mention certain relevant clauses of the buyer developer agreement: -

i. That as per clause 1 of the agreement timely payment of the instalments was the essence of the agreement;

ii. That as per clause 25 of the terms and conditions of the agreement, the possession of the apartment was to be given by December, 2019 with an additional grace period of 6 months. However, the Developer had agreed to compensate the allottee @ Rs.5/- per sq. ft. of super area of the unit for any delay in handing over possession of the unit beyond the given period plus grace period of 6 months and up to offer letter of possession or actual physical possession, whichever is earlier, to cover any unforeseen circumstances,

iii. That as per clause 24 of the agreement, compensation for delay in giving possession of the apartment would not be given to allottees akin to the complainant who have hooked their apartment under any special scheme such as 'no EMI till offer of possession, under a subvention scheme.' Further it was also categorically stipulated that any delay in offering possession due 'Force Majeure' conditions would be excluded from the aforesaid possession period.

iv. That as per clause 25 of agreement, possession of the apartment would only be given to the allotees, after payment of all dues.

v. Further, the complainants elected the 'CD payment plan' payment scheme whereby the construction of the apartment was premised on the timely payments made by the complainants as per the payment schedule provided in the agreement. Non- compliance with the payment schedule would consequentially cause a delay in handing over possession of the Apartment.

iv. That in the interim with the implementation of the Act, 2016 the project was registered with the Haryana Real Estate Regulatory Authority, Panchkula vide Registration no. "182 of 2017", dated 04.09.2017 upon Application filed and in the name of Supertech Limited.

v. That this Authority vide order dated 29.11.2019 passed in Suo Moto complaint bearing no. 5802/2019, had passed certain directions with respect to the transfer of assets and liabilities in the said projects namely, "Hues & **Azalia**", to the respondents namely M/s DSC Estate Developers Pvt. Ltd. and M/s. SARV Realtors Pvt. Ltd. respectively. This Authority had further directed that M/s. Sarv Realtors Pvt. Ltd. and M/s. DSC Estate Developer Pvt. Ltd. be brought on as the promoter in the respective projects instead of M/s. Supertech Ltd. Certain important directions as passed by this Authority are as under;

A. The registration of the project "Hues" and "Azalia" be rectified and SARV Realtors Pvt. Ltd./DSC and others, as the case may be, be registered as promoters.

B. All the Assets and liabilities including customer receipts and project loans of whatsoever nature, the project HUES and Azalia, in the name of Supertech Ltd. be shifted to Sarv Realtors Pvt. Ltd/ DSC and others. ***However, even after the rectification, Superech Ltd. will continue to remain jointly responsible for the units marketed and sold by it and shall be severally responsible if SARV Realtors Private Limited/DSC and others fail to discharge its obligations towards the allottees.***

That in lieu of the said directions passed by this Authority all asset and liabilities have been since transferred in the name of the answering respondent company. However, in terms of the said Order, M/s. Supertech Ltd. still remains jointly and severally liable towards the booing/ allotment undertaken by it before the passing of the said Suo Moto Order.

vi. That thereafter the said JDA's were cancelled by the consent of both parties vide cancellation agreement dated 03.10.2019 and the answering respondent from there on took responsibly to develop the project and started marketing and allotting new units under its name.

vii. That in terms of the said cancellation agreement the answering respondent and Supertech Ltd. had agreed that as M/s Supertech Ltd. was not able to complete and develop the project as per the timeline given by this Authority and DTCP, therefore, the parties had decided to cancel the JDA's vide the said cancellation agreement.

viii. In the interregnum, the pandemic of Covid 19 has gripped the entire nation since March of 2020. The Government of India has itself categorized the said event as a 'Force Majeure' condition, which automatically extends the timeline of handing over possession of the apartment to the complainant.

ix. That the construction of the project is in full swing, and the delay if at all, has been due to the Government-imposed lockdowns which stalled any sort of construction activity. Till date, there are several embargos qua construction at full operational level.

**Preliminary Objections**

x. That the present complaint further deems to be prima facie dismissed as in terms of the own admission of the complainant the BBA was executed solely with M/s. Supertech Ltd. and furthermore, all payments qua the booking

were also made to M/s. Supertech Ltd. thus, there is no privity of contract nor any payment made to the answering respondent, thus the present complaint deems to be dismissed on this ground alone.

xi. That the complaint filed by the complainant is not maintainable in the present form and is filed on the false and frivolous grounds. The bare reading of the complaint does not disclose any cause of action in favour of the complainant and the present complaint has been filed with malafide intention to blackmail the answering respondent with this frivolous complaint.

xii. The delay in construction was on account of reasons that cannot be attributed to the Respondent herein. It is most pertinent to state that the flat buyer's agreements provide that in case the developer/respondent delays in delivery of unit for reasons not attributable to the developer/ respondent, then the developer/respondent shall be entitled to proportionate extension of time for completion of said project. The relevant clause, i.e. "clause 43 under the heading "GENERAL TERMS AND CONDITIONS" of the "Agreement". The respondent seeks to rely on the relevant clauses of the agreement at the time of arguments in this regard.

xiii. In view of the *forece majeure* clause, it is clear that the occurrence of delay in case of delay beyond the control of the respondent, including but not limited to the dispute with the construction agencies employed by the respondent, Covid – 19, shortage of Labour, shortage of raw materials, stoppage of works due to court orders, etc. for completion of the project is not a delay on account of the respondent for completion of the project.

xiv. That with respect to the present agreement, the time stipulated for delivering the possession of the unit was on or before December, 2019.

However, the buyer's agreement duly provides for extension period of 6 months over and above the said date. Thus, the possession in strict terms of the buyer's agreement was to be handed over in and around June, 2020. However, the said date was subject to the force majeure clause, i.e. "Clause 43". That the delivery of a project is a dynamic process and heavily dependent on various circumstances and contingencies. In the present case also, the respondent had endeavoured to deliver the property within the stipulated time. The timeline stipulated under the flat buyer's agreements was only tentative, subject to force majeure reasons which are beyond the control of the respondent. The respondent in an endeavour to finish the construction within the stipulated time, had from time to time obtained various licenses, approvals, sanctions, permits including extensions, as and when required. Evidently, the respondent had availed all the licenses and permits in time before starting the construction. Despite the best efforts of the respondent to handover timely possession of the residential unit booked by the complainant herein, the respondent could not do so due to certain limitations, reasons and circumstances beyond the control of the respondent. That apart from the defaults on the part of the allottees, like the complainant herein, the delay in completion of project was on account of the following reasons/circumstances that were above and beyond the control of the respondent:

i. Due to active implementation of social schemes like National Rural Employment Guarantee Act ("NREGA") and Jawaharlal Nehru National Urban Renewal Mission ("JNNURM"), there was a significant shortage of labour/workforce in the real estate market. Due to paucity of labour and vast difference between demand and supply, the respondent faced

several difficulties including but not limited to labour disputes. All of these factors contributed in delay that reshuffled, resulting into delay of the Project.

ii. Such acute shortage of labour, water and other raw materials or the additional permits, licenses, sanctions by different departments were not in control of the respondent and were not at all foreseeable at the time of launching of the project and commencement of construction of the complex. The respondent cannot be held solely responsible for things that are not in control of the respondent.

xv. That there are several requirements that must be met in order for the force majeure clause to take effect in a construction contract. In light of the aforementioned prerequisites read with the force majeure events reproduced in the aforementioned paragraphs, it is prima facie evident that the present case attracts the force majeure clause.

xvi. That the intention of the force majeure clause is to save the performing party from the consequences of anything over which he has no control. Thus, in light of the aforementioned it is most respectfully submitted that the delay in construction, if any, is attributable to reasons beyond the control of the respondent and as such the respondent may be granted reasonable extension in terms of the allotment letter.

xvii. It is public knowledge, and several courts and quasi-judicial forums have taken cognisance of the devastating impact of the demonetisation of the Indian economy, on the real estate sector.

xviii. That the complainant has not come with clean hands before this Authority and have suppressed the true and material facts Authority this Forum. It

would be apposite to note that the complainant is a mere speculative investor who has no interest in taking possession of the apartment.

xix. That the possession of the said premises under the said BBA was proposed to be delivered by the respondent to the apartment allottee by December, 2019 with an extended grace period of 6 months which comes to an end by June, 2020. The completion of the building is delayed by reason of non-availability of steel and/or cement or other building materials and/or water supply or electric power and/ or slow down strike as well as insufficiency of labour force which is beyond the control of respondent and if non-delivery of possession is as a result of any act and in the aforesaid events, the respondent shall be liable for a reasonable extension of time for delivery of possession of the said premises as per terms of the agreement executed by the complainant and the respondent. The respondent and its officials are trying to complete the said project as soon as possible and there is no malafide intention of the respondent to get the delivery of project, delayed, to the allottees.

xx. That the enactment of the Act, 2016 is to provide housing facilities with modern development infrastructure and amenities to the allottees and to protect the interest of allottees in the real estate sector market. The main intention of the respondent is just to complete the project within stipulated time submitted before this Authority. According to the terms of builder buyer's agreement also it is mentioned that all the amount of delay possession will be completely paid/adjusted to the complainant at the time final settlement on slab of offer of possession. The project is ongoing project and construction is going on.

xxi. Further, compounding all these extraneous considerations, the Hon'ble Supreme Court vide order dated 04.11.2019, imposed a blanket stay on all construction activity in the Delhi- NCR region. It would be apposite to note that the 'Hues' project of the respondent was under the ambit of the stay order, and accordingly, there was next to no construction activity for a considerable period.

xxii. The table concluding the time period for which the construction activities in the project was restrained by the orders of competent Authority/Court are produced herein below as follows: -

| S. No. | Court/Authority & Order Date | Title | Duration |
|---|---|---|---|
| 1. | National Green Tribunal-09.11.2017 | Vardhman Kaushik v/s Union of India | Ban was lifted after 10 days |
| 2. | Press Note by EPCA-Environment Pollution (Prevention and Control) Authority | Press Note-31.10.2018 | 01.11.2018 to 10.11.2018 |
| 3. | Supreme Court-23.12.2018 | Three-day ban on industrial activities in pollution hotspots and construction work | 23.12.2018 to 26.12.2018 |
| 4. | EPCA/ Bhure lal Committee Order-31.10.2018 | Complete Ban | 01.11.2019 to 05.11.2019 |
| 5. | Hon'ble Supreme Court 04.11.2019-14.02.2020 | M.C Mehta v. Union of India Writ Petition (c) no. 13029/1985 | 04.11.2019 to 14.02.2020 |
| 6. | Government of India | Lockdown due to Covid-19 | 24.03.2020 to 03.05.2020 |
| 7. | Government of India | Lockdown due to Covid-19 | 8 weeks in 2021 |
| | **Total** | **37 weeks (approximately)** | |

xxiii. Unfortunately, circumstances have worsened for the respondent and the real estate sector in general. The pandemic of Covid 19 has had devastating effect on the world-wide economy. The Hon'ble Supreme Court in the seminal case of ***Gajendra Sharma v. UOI & Ors, as well Credai MCHI & Anr. V. UOI & Ors.***, has taken cognizance of the devastating conditions of the real estate sector, and has directed the UOI to come up with a comprehensive sector specific policy for the real estate sector. In view of the same, it is most humbly submitted that the pandemic is clearly a 'Force Majeure' event, which automatically extends the timeline for handing over possession of the apartment.

xxiv. Hence, the complainant is not entitled for any relief sought by them.

10. The counsel for respondent no. 1 (M/s Supertech Limited) has stated that respondent no. 1 is under CIRP vide order dated 25.03.2022 passed by Hon'ble NCLT New Delhi Bench in case no. IB-204/ND/2021 titled as ***Union Bank of India Versus M/s Supertech Limited*** and moratorium has been imposed against respondent no.1 company under section 14 of the IBC, 2016. Therefore, no proceedings may continue against respondent no.1.

11. 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 these undisputed documents and submission made by the parties.

## E. Jurisdiction of the Authority

12. 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

13. 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**

14. 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) 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:***
> *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.*

15. 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.

**F. Findings on objections raised by the respondent no. 2**

**F. I Objections regarding force majeure.**

16. The respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It raised the contention that the construction of the project was delayed due to force majeure conditions such as demonetization, and the orders of the Hon'ble NGT prohibiting construction in and around Delhi and the Covid-19, pandemic among others, but all the pleas advanced in this regard are devoid of merit. The buyer developer agreement

was executed between the parties on 13.11.2015 and as per terms and conditions of the said agreement the due date of handing over of possession comes out to be 30.06.2020. The events such as and various orders by NGT in view of weather condition of Delhi NCR region, were for a shorter duration of time and were not continuous as there is a delay of more than three years and even some happening after due date of handing over of possession. However, the Authority observes that there is provision of 6 months grace period in lieu of force majeure conditions as per clause E (23) of the BBA dated 08.12.2016 and the same is unqualified.

17. In view of the above, the Authority allows 6 months grace period on account of force majeure is being granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent/promoter.

**F. II Objection regarding CIRP against respondent no. 1 and consequent moratorium against proceedings against respondent no. 1.**

18. Respondent no. 2 has took a plea vide order dated 25.03.2022 passed by the Hon'ble NCLT, New Delhi Bench in case titled as Union Bank of India Versus M/s Supertech Limited, the Hon'ble NCLT has initiated CIRP respondent no. 1 and impose moratorium under section 14 of the IBC, 2016. The Authority observes that the project of respondent no. 1 is no longer the assets of respondent no. 1 and admittedly, respondent no. 2 has taken over all assets and liabilities of the project in question in compliance of the direction passed by this Authority vide detailed order dated 29.11.2019 in Suo-Moto complaint no. ***HARERA/GGM/ 5802/2019***. Respondent no. 1 has stated in the reply that the MDA was cancelled by consent of respondent no. 1 and respondent no. 2 vide cancellation agreement dated 03.10.2019. Thereon, respondent no.2 i.e., DSC Estates Private Limited admittedly took responsibility to develop the project and started marketing and allotting new units under its name. In view of the above,

respondent no.2 remains squarely responsible for the performance of the obligations of promoter in the present matter. So far as the issue of moratorium is concerned, the projects Hues & Azalia stand excluded from the CIRP in terms of affidavit dated 19.04.2024 filed by SH. Hitesh Goel, IRP for M/s Supertech Limited. However, it has been clarified that the corporate debtor i.e., respondent no. 1 remains under moratorium. Therefore, even though the Authority had held in the Suo-Moto proceedings dated 29.11.2019 that respondent no. 1 & 2 were jointly and severally liable for the project, no orders can be passed against respondent nos. 1 in the matter at this stage.

**G. Findings on the relief sought by the complainants.**

**G. I Direct the respondent to refund the amount of Rs.36,76,597/-to the complainant along with interest.**

**G. II To attach the said property/unit of the builders in addition to attach their bank account.**

**G.III To terminate the RERA licence of the respondent and direct them not to advertise their project by any means including but not limited to print-media and electronic media etc;**

19. The above-mentioned reliefs sought by the complainants, are being taken together as the findings in one relief will definitely affect the result of the other reliefs. Thus, the same being interconnected.

20. 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. Sec. 18(1) of the Act 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)*

21. As per clause E (23) of the buyer's developer agreement talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

> ***"E. POSSESSION OF UNIT: -***
>
> ***23. The possession of the unit shall be given by December 2019 or extended period as permitted by*** *the agreement. However, the company hereby agrees to compensate the Buyer(s) @ Rs.5.00/-(five rupees only) per sq. ft. of super area of the unit per month for any delay in handing over possession of the unit beyond the given* ***period plus the grace period of 6 months and up to the offer letter of possession or actual physical possession whichever is earlier****. However, any delay in project execution or its possession caused due to force majeure circumstances and/or any judicial pronouncement shall be excluded from the aforesaid possession period. The compensation amount, will be calculated after the lapse of grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the allottee till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those Allottees who have not booked their unit under any special/beneficial scheme of the company i.e., No EMI till offer of possession, Subvention scheme, Assured Return etc. and who honour their agreed payment schedule and make the timely payment of due instalment and additional charges as per the payment plan given in allotment letter."*

22. **Due date of handing over of possession and admissibility of grace period:** As per clause E (23) of the buyer developer agreement, the possession of the allotted unit was supposed to be offered by the December 2019 with a grace period of 6(six) months. Since in the present matter the BBA incorporates unqualified reason for grace period/extended period of 6 months in the possession clause accordingly, the grace period of 6 months is allowed to the promoter being unqualified. Therefore, the due date of possession comes out to be 30.06.2020.

23. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund the amount paid by them along with interest prescribed rate of interest. The allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules.

24. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, 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.

25. 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., 08.10.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

26. The definition of term 'interest' as defined under section 2(za) of the Act provides that 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.

27. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, 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 E (23) of the agreement executed between the parties on 13.11.2015, the possession of the subject apartment was to be delivered within stipulated time i.e., by 31.12.2019. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is 30.06.2020.

28. It is pertinent to mention over here that even after a passage of more than 10.10 years (i.e., from the date of BBA till date) neither the construction is complete nor the offer of possession of the allotted unit has been made to the allottee by the respondent/promoter. The Authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. It is also to mention that complainants have paid almost 86.40% of total consideration till July 2019. Further, the authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has applied for occupation certificate/part occupation certificate or what is the status of construction of the project. In view of the above-mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016.

29. Further, 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 he has 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....."*

30. Moreover, 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. 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."*

31. 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 is unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as he wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

32. 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 no. 2 is established. As such, the complainant is entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 10.80% 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.

33. Out of total amount so assessed, the amount paid by the bank/financial institution be refunded first in the bank and the balance amount along with interest if any will be refunded to the complainants.

**G. IV Direct the respondent to pay Rs.20,00,000/- to the Complainant as compensation on account harassment, mental agony pain and sufferings because of the respondent's act.**

34. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)***, has 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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

**H. Directions of the Authority**

35. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

i. The respondent no. 2 is directed to refund the amount received from each of the complainant(s) along with interest at the rate of 10.80% 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 amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

ii. Out of total amount so assessed, the amount paid by the bank/financial institution be refunded first in the bank and the balance amount along with interest if any will be refunded to the complainant.

iii. 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.

iv. 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 receivable shall be first utilized for clearing dues of allottee/complainant.

v. No directions are being passed in the matter qua respondent nos. 1 in view of the moratorium imposed under section 14 of the IBC in NCLT case IB-204/ND/2021 titled Union Bank of India versus M/s Supertech Limited.

36. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of due date of possession, total sale consideration, amount paid by the complainants are mentioned in each of the complaints.

37. Complaint as well as applications, if any, stand disposed of accordingly.

38. Files be consigned to registry.

Dated: 08.10.2026

**(Phool Singh Saini)**
Member
Haryana Real Estate
Regulatory Authority,
Gurugram