

<b>PROCEEDINGS OF THE DAY</b>	
Day and Date	Thursday and 20.12.2018
Complaint No.	827/2018 Case titled as Dr. Sunil Malhotra V/S Emaar MGF Land Limited
Complainant	Dr. Sunil Malhotra
Represented through	Shri Sanjeev Sharma, Advocate for the complainant.
Respondent	Emaar MGF Land Limited
Respondent Represented through	Shri Ketan Luthra, authorized representative with Shri Ishaan Dang Advocate for the respondent.
Last date of hearing	
Proceeding Recorded by	Naresh Kumari

### **Proceedings**

#### **Project is not registered with the authority.**

Since the project is not registered, as such notice under section 59 of the Real Estate (Regulation & Development) Act, 2016 for violation of section 3(1) of the Act ibid be issued to the respondent. Registration branch is directed to do the needful.

Shri Ishaan Dang Advocate has appeared on behalf of the respondent and filed power of attorney today.

Arguments heard.



**HARERA**  
**GURUGRAM**

**HARYANA REAL ESTATE REGULATORY AUTHORITY**  
**GURUGRAM**

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

Project is not registered with the authority. Occupation certificate has been received on 8.1.2018 and possession offered to the complainant vide letter dated 23.1.2018.

As per clause 16 (a) of the Builder Buyer Agreement dated 24.12.2010 for unit No.EPS-FF-059, in project "Emerald Plaza in Emerald Hills" Sector-65, Gurugram, possession was to be handed over to the complainant within a period of 30 months + 120 days grace period which comes out to be **24.10.2013**. It was a construction linked plan. However, the respondent has not delivered the unit in time. Complainant has already paid Rs.42,76,710/- to the respondent. As such, complainant is entitled for delayed possession charges at prescribed rate of interest i.e. 10.75% per annum w.e.f **24.10.2013 till 23.1.2018** as per the provisions of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016.

The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order.

Complaint is disposed of accordingly. Detailed order will follow. File be consigned to the registry.

Sami Kumar  
(Member)  
20.12.2018

Subhash Chander Kush  
(Member)  
20.12.2018

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

**Complaint No. : 827 of 2018**  
**Date of First**  
**Hearing : 20.12.2018**  
**Date of Decision : 20.12.2018**

Dr. Sunil Malhotra  
R/o B-23, Sushant Lok-I,  
Gurugram, Haryana  
Versus

**...Complainant**

M/s Emaar MGF Land Limited  
Office at: Emaar Business Park, MG Road,  
Sikanderpur, Sector-28,  
Gurugram-122001, Haryana  
Also at: ECE House, 28 Kasturba Gandhi  
Marg, New Delhi

**...Respondent**

**CORAM:**

Shri Samir Kumar  
Shri Subhash Chander Kush

**Member**  
**Member**

**APPEARANCE:**

Complainant in person with  
Shri Sanjeev Sharma,  
Advocate  
Shri J.K.Dang, Advocate  
Shri Ketan Luthra

Advocate for the complainant

Advocate for the respondent  
Authorised representative on  
behalf of the respondent



**ORDER**

1. A complaint dated 06.09.2018 was filed under section 31 of

the Real Estate(Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Dr. Sunil Malhotra, against the promoter M/s Emaar MGF land limited, on account of violation of clause 16(a) of the retail space buyer's agreement executed on 24.12.2010 for unit no. EPS-FF-059, on 1<sup>st</sup> floor, admeasuring super area of 547.19 sq. ft. in the project "Emerald Plaza" for not giving possession on the due date which is an obligation of the promoter under section 11(4)(a) of the Act ibid. However, the unit was offered to the complainant for possession vide letter dated 23.01.2018.

2. Since the retail space buyer's agreement has been executed on 24.12.2010, i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot be initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016.



3. The particulars of the complaint are as under: -

1.	Name and location of the project	"Emerald Plaza Retail" in sector 65, Gurugram
2.	Nature of real estate project	Commercial complex
3.	Unit no.	EPS-FF-059
4.	Project area	3.963 acres
5.	Registered/ not registered	<b>Not registered</b>
6.	DTCP license	No. 10 dated 21.05.2009
7.	Date of occupation certificate	08.01.2018
8.	Date of offer of possession	23.01.2018
9.	Date of booking	19.08.2010
10.	Date of retail space buyer's agreement	24.12.2010
11.	Total consideration	Rs. 42,76,709/- (as per statement of account dated 24.08.2018, pg 55 of the complaint)
12.	Total amount paid by the complainant	Rs. 42,76,710/- (as per statement of account dated 24.08.2018, pg 55 of the complaint)
13.	Payment plan	Construction linked plan
14.	Date of delivery of possession	<b>24.10.2013</b> Clause 16(a) - 30 months from date of execution of agreement + 120 days grace period i.e. 24.10.2013
15.	Delay of number of months/ years upto 20.12.2018	5 years 1 month

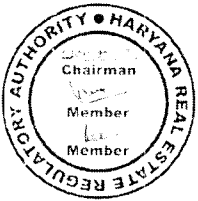


16.	Penalty clause as per retail space buyer's agreement dated 24.12.2010	Clause 18(a)- 9% simple interest on amount paid
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4. The details provided above have been checked on the basis of the record available in the case file which have been provided by the complainant and the respondent. A retail space buyer's agreement is available on record for unit no. EPS-FF-059 according to which the possession of the aforesaid unit was to be delivered by 24.10.2013. However, the unit was offered to the complainant for possession vide letter dated 23.01.2018.
5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. The case came up for hearing on 20.12.2018. The reply has been filed by the respondent and has been perused.

#### Facts of the complaint

6. On 19.08.2010, the complainant booked a unit in the project named "Emerald Plaza" in sector 65, Gurugram by paying an advance amount of Rs.3,28,314/- to the respondent. Accordingly, the complainant was allotted a unit bearing no.



EPS-FF-059, on 1<sup>st</sup> floor, admeasuring super area of 547.19 sq. ft.

7. On 24.12.2010, a retail space buyer's agreement was entered into between the parties wherein as per clause 16(a), the construction should have been completed within 30 months + 120 days grace period from the date of execution of agreement, i.e. by 24.10.2013. The complainant made payments of all instalments demanded by the respondent amounting to a total of Rs. 42,76,710/-.
8. The complainant submitted that it came to their knowledge that the respondent has reduced the common basement parking only up to the two levels which is in non-conformity with the schedule of payments.
9. The complainant submitted that he visited the construction site several times and visited the office of the promoter also to enquire about the slow construction and time of handing over the possession but on each and every such visit, the respondent assured that the possession of the unit shall be



handed very soon and that the right of the complainant shall always be secured.

10. The complainant submitted that a letter of offer of possession dated 23.01.2018 was sent by the respondent to the complainant in order to enable the respondent to handover the possession of the office unit to the petitioners. Though the respondent offered the possession of the unit in question after a delay of almost 5 years, however no interest for the delayed period was offered by the respondent to the complainant and aggrieved of which the complainant as also visited the office of the respondent with the request to pay interest for delayed possession but the same were in vain.

11. The complainant submitted that it is also pertinent to mention here that at the time of issuance of letter of offer of possession, the respondent for the first time informed the complainant that the area of the unit in question was increased from 547.19 sq. ft to 547.55 sq. ft which increase was done without the consent of the complainant.





12. The complainant further submitted that on receiving the demand letter and letter for possession, the complainant was aghast as there was no mention of delayed possession interest, compensation for delayed possession etc. but demand and only demand for more money. However, to protect their hard-earned monies the complainants further on 07.08.2018 took the hand over/possession of the unit in question vide hand over letter dated 07.08.2018 issued by the respondent.

13. The complainant submitted that he visited the office of promoter and tried his level best to meet the senior officials but CRM (Customer Relation Managers) did not allow to meet, however repeated demands were raised by the complainant for his right of getting interest on the delayed possession as per law which all demands were in vain as the respondent completely shut his doors to the grievances of the complainant.



**14. Issues raised by the complainant**

1. Whether the promoter is liable to get itself registered with this hon'ble authority under the RERA Act, 2016 in terms of Section 3(1) first proviso of the Act which provides

“Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the authority for registration of the said project within a period of three months from the date of commencement of this Act” i.e. three months from 1<sup>st</sup> May 2017 ? In this case whether “Emaar MGF land ltd.” should have got its project “Emerald Hills” sector-65 registered under the authority upto 31<sup>st</sup> July 2017.

- II. Whether incomplete application not supported by the relevant documents as envisaged under sub code 4.10 of Haryana Building code 2017 would protect the promoter company and exempt it from the definition of “on going project” as referred under section 2(o) the Haryana Real Estate (Regulation and Development) Rules, 2017.
- III. Whether the respondent has caused exorbitant delay in handing over the possession of the units to the complainant and for which the respondent is liable to pay interest @ 24 % p.a (i.e. at the same rate of interest which the respondents use to charge on delay in payments by the allottees) to the complainant on amount received by the respondent from the complainant and which interest should be paid on the amount from the date when the respondent received the said amount?



- IV. Whether open parking space and parking in common basements be sold to the allottees as separate unit by the promoter "M/s Emaar MGF Land Ltd.", which the respondent has sold as separate units in certain cases and if not then the amount so collected be returned back to the allottees from whom charged?
- V. Whether the respondent can sell super area in place of carpet area to the allottees, if no then whether the respondent is liable to return the extra money if charged from allottees on account of selling super area for monetary consideration?
- VI. Whether the structural changes made by the promoter like constructing (2) level basement parking in place of three (3) level basement parking as promised as per space buyer agreement and increase or decrease in the area of units allotted is illegal as per section 14 of the Act?
- VII. Whether the respondent is liable to refund the monies so collected by it from the complainant toward the goods and service tax which came on statute and implemented from 1<sup>st</sup> of July 2017 as the said tax became payable only due to delay in handing over the possession by the respondent, as if the possession was given by the respondent on time then the question of GST would never have arose?
- VIII. Whether possession of the common area alongwith interest free maintenance security received by the Respondent be



handed over to the registered association of allottees through registered conveyance deed required as per the Act and that the respondent should not install any moveable or immovable structures in the common areas for gain and any gain if so received from the moveable or immovable structures so installed in the common areas be transferred to registered association of allottees?

- IX. Whether the act of the respondent to get the plain application format signed from the allottees to join the association of owners / allottees formed by the respondent legal?

**15. Relief sought**

- I. The respondent/ promoter be ordered to make refund of the excess amount collected on account of any area in excess of carpet area as the respondent has sold the super area to the complainant which also includes the common areas and which sale of common area is in total contradiction of the Act, for the reason as per the Act the monetary consideration can only be for the carpet area.
- II. The respondent/promoter be ordered to make payment of interest accrued on amount collected by the respondent from the complainant, account of delayed offer for possession and which interest should be @24% p.a. from the date as and when the amount was received by the respondent from the complainant.



- III. Direct the respondent to refund the amount of GST service tax etc collected from the complainant, which had to be paid by the complainant only for the reason of delayed offer of possession, as, if the offer of possession was given on time, then no question of GST service tax would have arise as on such date GST service tax was not in existence.
- IV. Any common area car parking including basement car park, which is not garage if sold than the money collected on such account shall be refunded along with interest.
- V. That orders may be passed against the respondent in terms of section 59 of the RERA Act, 2016 for the failure on part of the respondent to register itself with this hon'ble authority under the RERA Act, 2016 .

### **Respondent's reply**

16. The respondent submitted that the present complaint raises several such issues which cannot be decided by way of the present complaint in a summary proceeding and requires extensive evidence to be led by both the parties, examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this hon'ble authority and can only be adjudicated by a civil court. The present complaint therefore deserves to be dismissed on this short ground alone.



17. The respondent submitted that the present complaint is even otherwise liable to be dismissed as *firstly*, the complainant has no *locus standi* to file the present complaint. *Secondly*, it is submitted that as per applicable Act and the rules, a complaint may be filed by a person only if the respondent has committed any act in violation of RERA, 2016 and/or HARERA, 2017. It is submitted that the complainant herein has failed to bring on record any document, evidence etc. which may even allude let alone prove that the respondent has violated the provisions of RERA, 2016 or HARERA, 2017. The same goes to the root of the matter and as such the complaint is liable to be dismissed on this ground alone.

18. The respondent submitted that that the project in question is neither covered under the HARERA, 2017 nor is the said project of the respondent registered with this hon'ble regulatory authority. As per the definition of "ongoing projects" under rule 2(o) of the said rules, any project for which an application for occupation certificate, part thereof or completion certificate or part-completion certificate is made to the competent authority on or before the publication of the



said rules is outside the purview of this hon'ble regulatory authority.

19. It is further submitted that the respondent had applied for grant of the occupation certificate for the said project on 22.05.2017, which is prior to the date of publication of the rules i.e. 28.07.2017 and hence the said project is not an ongoing project as per rule 2(1)(o) and the present case is squarely covered under the first exception provided under rule 2(1)(o) and therefore this hon'ble regulatory authority has no jurisdiction, whatsoever, to entertain the present complaint and the present complaint is liable to be rejected. It is pertinent to mention here that even the actual occupation certificate has also been granted on 08.01.2018. Thereafter the respondent had applied for part completion certificate for the project where the services are complete and hence the project does not fall in the definition of ongoing projects. The possession of the concerned unit has already been offered by the respondent to the complainants vide letter of possession dated 23.01.2018. Further complainant has also taken handover of physical possession of the unit in question and



conveyance deed has been executed between the parties. It is submitted that the complainant no more remains an allottee after the execution of conveyance deed.

20. Thus, no cause of action can be said to have arisen to the Complainant in any event to assert the reliefs claimed. Thus, no relief, as sought, can be granted to the complainant.

21. The respondent submitted that it is apparent that the present complaint is a ploy to exert undue pressure upon the respondent and seek remedies which are incomprehensible under the law of the land. The reliefs sought by the complainants are outright baseless and this complaint ought to be dismissed.

22. The respondent submitted that till date the buyer's agreement stands valid and forms a final and concluded contract, the terms of which are fully binding on parties. Any challenge to the buyer's agreement for rescission lies only before a 'civil court'. Thus, it is humbly submitted that the present complaint needs to be dismissed on this ground alone.





23. The respondent submitted without prejudice that the claim of the complainants is barred by law in terms of section 74 of the Indian Contract Act. The complainants are not entitled to any interest on the amounts deposited by them. The complainants are also not entitled to any refund of the amount/s sought by them or any other relief. Rather the respondent company is legally entitled to forfeit the money paid by the complainants as per the settled terms and conditions, in case the complainants seek to wriggle out of the binding terms of the buyers agreement.

24. The respondent submitted that in any case the complainants are not consumers in terms of the definition of consumer under Consumer Protection Act, 1986. The Act does not provide any definition for the consumer so the same has to be derived from the Consumer Protection Act, 1986. The statement of objects and reasons as well as the preamble to the Act, clearly state that the Act is enacted for effective consumer protection. It is submitted that apparently, the complainants are mere speculative investors having invested with a view to earn quick profit. But, due to slowdown in the market





conditions and having failed to resell the said unit, complainants had apparently developed an intention to raise false and frivolous issues to engage the respondent in unnecessary and false litigation. Thus the complainants had sought to reap financial benefit and the burden of proof to prove the contrary is on the complainant which the complainants have failed to discharge.

25. The respondent submitted that many of the allottees of the project defaulted/delayed in making payment of the amounts which resulted in slowdown in pace of the development. It is submitted that the development of the project was dependent upon the availability of funds from the allottees, who were under a contractual obligation to make payments as per the schedule of payment opted by the them. Delayed payments such as towards the unit in question, have an adverse impact on the project deliverables. That it is specifically pointed out that delay payment charges were levied on the unit in question. It is relevant to point out that as per statement of accounts 28.09.2018 for subject unit, a sum of Rs. 1,04,182/- has been levied as delayed payment charges. Apparently, the





complainant had defaulted/ delayed in remittance of payments as per the agreed schedule. It is therefore, wrong and denied that the complainant made regular payments towards the units in question. It is also relevant to point out that the unit in question herein has been given EPR of Rs.3493/- and OTPR of Rs.1,00,000/- for the unit in question.

26. It is submitted that as per the terms and conditions contained in the buyers agreement, an allottee shall not be eligible for compensation in case there is default/ delay in remittance of payments as per the schedule of payments. Thus, the complainant herein is estopped from preferring the present complaint before this hon'ble authority in the manner so instituted. Also, when payments are delayed, it leads to a corresponding delay in the project execution and time period for possession gets extended.



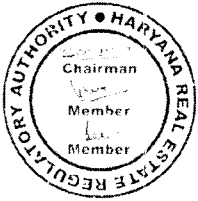
27. The respondent further submitted that it was only after going through the terms and conditions of allotment and after having gathered and understood the detailed information about the said project and completely satisfying themselves about all



aspects and after careful consideration of the terms and conditions, the complainants had applied for booking.

28. The respondent submitted that the complainant has failed to advance averments in support of the issues that they seek to raise before this hon'ble regulatory authority such as with respect to interest free maintenance security, applicability of GST, whether the respondent can sell the super area or the carpet area, registration of the concerned project under the RERA Act and other issues.

29. The respondent submitted that it is a matter of record that the area of the unit in question had changed and which was duly informed to the complainant. It is pertinent to mention herein that as already stated above, when the complainant had approached the respondent, the complainant was duly informed that the plans were still to be approved and that the super area of the unit in the project was 'tentative'. For this reason, the super area was referred to as tentative in the application form, allotment letter as well as throughout the buyer's agreement. Accordingly, no further consent was liable to be obtained from the complainant in this regard.



**Determination of issues:**

After considering the facts submitted by the complainants, reply by the respondent and perusal of record on file, the issue wise findings of the authority are as under:

30. **First and second issues** raised by the complainant have already been decided by the hon'ble authority in *Simmi Sikka v/s M/s EMAAR MGF Land Ltd. (7 of 2018), on 21.08.2018.*
31. With respect to **third issue** raised by the complainant regarding payment of interest @ 24% that has been charged by the respondent, it cannot be allowed as the promoter is liable under section 18(1) proviso to pay interest to the complainant at the prescribed rate, for every month of delay till the handing over of possession. The prayer of the complainants regarding payment of interest at the prescribed rate for every month of delay, till handing over of possession on account of failure of the promoter to give possession in accordance with the terms of the agreement for sale as per provisions of section 18(1) is hereby allowed. The authority issues directions to the respondent u/s 37 of the Real Estate





(Regulation and Development) Act, 2016 to pay interest at the prescribed rate of 10.45% per annum on the amount deposited by the complainant with the promoter on the due date of possession i.e. 27.05.2013 up to the date of offer of possession i.e. 29.01.2018.

32. Regarding **fourth issue**, the authority is of the opinion that open parking spaces cannot be sold/charged by the promoter. As far as issue regarding parking in common basement is concerned, the matter is to be dealt as per the provisions of the space buyer agreement where the said agreement have been entered into before coming into force the Real Estate (Regulation and Development) Act, 2016. As per clause 1.3(a)(i) the following provisions have been made regarding parking space:



*"1.3(a) (i) The retail space allottee(s) agrees and understands that the company shall grant an exclusive right to use one car park space for retail space allottee, for which the cost of Rs. 4,00,000/- is included in the sales consideration, in the multi level basement parking space of the building. The allottee agrees and understands that the car park space assigned/transferred to the allottee shall be understood to be together with the retail space and the same shall*

*not have any independent legal entity, detached or independent from, the said retail space.*

*(d) The allottee(s) agrees and understands that the parking space in the commercial complex shall not form part of the common areas and facilities of the said retail space for the purpose of the declaration to be filed by the company under Haryana Apartment Ownership Act, 1983....”*

33. With respect to the **fifth and sixth issues**, the complainant has not produced any material document and has only made assertions in issues. Thus, without any proof or document the said issues become infructuous.
34. With respect to **seventh issue** raised by the complainant, the complainant shall be at liberty to approach any other appropriate forum regarding levy of GST.
35. Regarding **eighth issue** raised by the complainant, it has to be dealt with as per the agreement under clause 11, which is reproduced as below:



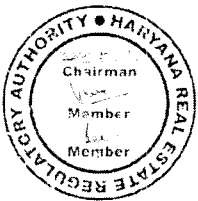
*“11(c) Common area possession*

*The possession of the common area shall remain with the company who shall through the maintenance agency appointed by it, supervise the maintenance of and upkeep of the same until the same are taken over by the retail space owner's association.”*

36. Regarding the **ninth issue**, the complainant has not pressed them at the time of arguments and no relief has been claimed in the complaint regarding these issues.

### **Findings of the authority**

37. **Jurisdiction of the authority-** The project “Emerald Plaza Retail” is located in Sector 65, Gurugram, thus the authority has complete territorial jurisdiction to entertain the present complaint. As the project in question is situated in planning area of Gurugram, therefore the authority has complete territorial jurisdiction vide notification no.1/92/2017-1TCP issued by Principal Secretary (Town and Country Planning) dated 14.12.2017 to entertain the present complaint. As the nature of the real estate project is commercial in nature so the authority has subject matter jurisdiction along with territorial jurisdiction.



38. The preliminary objections raised by the respondent regarding jurisdiction of the authority stands rejected. The authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter as



held in *Simmi Sikka v/s M/s EMAAR MGF Land Ltd.* leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

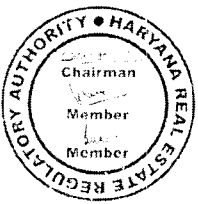
39. As the possession of the apartment was to be delivered by 24.10.2013, the authority is of the view that the promoter has failed to fulfil his obligation under section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016.

40. The complainant made a submission before the authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above.

The complainant requested that necessary directions be issued by the authority under section 37 of the Act *ibid* to the promoter to comply with the provisions and fulfil obligation.

41. The complainant reserves his right to seek compensation from the promoter for which he shall make separate application to the adjudicating officer, if required.

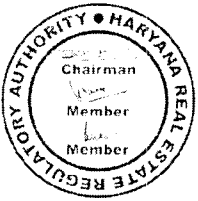
42. As the promoter has failed to fulfil his obligation under section 11, the promoter is liable under section 18(1) proviso to pay





interest to the complainants, at the prescribed rate, for every month of delay till the handing over of possession.

43. The complainant has already paid Rs.42,76,710/- to the respondent. As per clause 16 (a) of the retail space buyer's agreement dated 24.12.2010, the possession was to be handed over to the complainant within a period of 30 months + 120 days grace period which comes out to be 24.10.2013. Thus, the respondent has not delivered the unit in time. However, the occupation certificate has been received on 08.01.2018 and possession was offered to the complainant vide letter dated 23.01.2018. Keeping in view the status of the project and interest of other allottees, refund cannot be allowed at this stage, considering the fact that possession has already been offered to the complainant on 23.01.2018. However, the complainant is entitled for delayed possession charges at prescribed rate of interest i.e. 10.75% per annum w.e.f. 24.10.2013 till 23.01.2018 as per the provisions of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016.



### **Decision and directions of the authority**

44. The authority, exercising powers vested in it under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issues the following directions to the respondent:

- (i) The respondent is directed to pay the interest at the prescribed rate i.e. 10.75% per annum for every month of delay on the amount paid by the complainant.
- (ii) The respondent is directed to pay interest accrued from 24.10.2013 (due date of possession) to 23.01.2018 (date of offer of possession) on account of delay in handing over of possession to the complainant amounting to Rs.19,54,866.50/- within 90 days from the date of order.
- (iii) Thereafter, the monthly payment of interest @ 10.75% on the paid-up amount of the complainant, amounting to Rs. 38,312.20/- till handing over of the possession so accrued shall be paid before 10<sup>th</sup> of every subsequent month.



45. As the project is registrable and has not been registered by the promoters, the authority has decided to take suo moto cognizance for not getting the project registered and for that

separate proceedings will be initiated against the respondent under section 59 of the Act *ibid*.

46. The complaint is disposed of accordingly.
47. The order is pronounced.
48. Case file be consigned to the registry. Copy of this order be endorsed to the registration branch.

(Samir Kumar)  
Member

(Subhash Chander Kush)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 20.12.2018

**Judgement Uploaded on 16.01.2019**

