

## BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:3855 of 2020First date of hearing:12.01.2021Date of decision:20.07.2021

Janak Raj Avasthi **R/o:** 654, Sector - 31, Gurugram - 122001

Complainant

Versus

Ashiana Landcraft Realty Pvt. Ltd. Regd. office: 3H, Plaza M6, Dist. Center, Jasola, New Delhi - 110025

Respondent

**CORAM:** Shri Samir Kumar Shri Vijay Kumar Goyal

**APPEARANCE:** 

1.

Sh. Janak Raj Awasthi Shri. S.M. Ansari Member Member

Complainant in person Advocate for the respondent

#### ORDER

The present complaint dated 16.11.2020 has been filed by the complainant/allottee in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter-se them.



# A. Unit and Project related details:

2. 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:

S. No.	Heads	Information
1.	Name and location of the project	"The Center Court", Sector - 88A, Gurugram
2.	Nature of the project	Residential complex
3.	Project area	13.9945 acres
4.	DTCP License	46 of 2013 dated 08.06.2013 valid upto 07.06.2019
	Name of the licensee	Gabino Developers Pvt. Ltd and 4 others
5.	HRERA registered/ not registered	Registered Vide no 46 of 2017 dated 11.08.2017 valid upto 30.06.2020
6.	Date of execution of flat buyer's agreement	<b>30.12.2014</b> (As per page 49 of the complaint)
7.	Unit no.	B - 1605, T - 2, 16 <sup>TH</sup> Floor (The agreement buyer agreement, as on page 50)
8.	Super Area	1910 sq. ft.
9.	Payment plan	Construction linked payment plan (As per page 67 of the complaint)
10.	Total consideration	Rs. 1,27,50,190/- (As per payment plan on page 67 of complaint)
11.	Total amount paid by the complainant	Rs.1,25,86,078/- (As per statement of account on page 71 of complaint)
12.	Due date of delivery of possession (As per clause 11.2 : The company, based on its present plans and	30.06.2018 (Calculated from date of agreement i.e. 30.12.2014)

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	estimates and subject to force majeure and all just exceptions and conditions beyond control of the company and the allottee making timely payments, shall endeavour to complete the construction work of the said apartment/building thereof within a period of 42 months and a grace period of 6 months from the date of this agreement(Completion date).)	(Grace period of 6 month not allowed)	
13.	Offer of possession	Not offered	
14.	Occupation certificate	Not obtained	
15.	Delay in delivery of possession till order I.e 20.07.2021	3 years 20 days	

- B. Facts of the complaint.
- 3. That somewhere in the year 2012-13, M/s Ashiana Landcraft Reality Pvt. Ltd. had launched the project, a luxurious residential project namely 'The Centre Court' in Sector 88A Gurugram, Haryana. The complainant was approached by the company's agent who made tall claims regarding their project and its luxuriousness and the amenities etc. The project was promoted as an exclusive sports residences project. The buyers including the complainant was lured with various features.
- 4. That the complainant made an application (Expression of interest) for the booking of an apartment in the project 'The centre court' on 27.08.2013 and made a payment of rupees 6 lacs vide cheque number188266 dt.27.08.2013 as booking amount along with the application. The respondent issued a receipt for payment of rupees 6 lacs vide Receipt No.TCC/13-14/0442 dt. 28.2.2014.
- That after expression of interest, the company vide their letter number Nil dt. 22nd March 2014 asked the complainant to make payment of 20% of





Basic Sale Price (BSP) + Service Tax @ 3.708% amounting to Rs.16,48,234/-(Rs.22,48,234 - 600,000).

- 6. That payment was made by the complainant vide cheque number 007515 & 007516 dated 28 June 2014 for an amount of Rs.824117 & Rs.824117 respectively (i.e Total Rs.16,48,234/-). The respondent issued the receipt No.TCC/14-15/0185 and 0186 dated 7th July 2014 to this effect.
- 7. That after receiving 20% of the BSP i.e Rs.22,48,234/- the respondent company issued the 'provisional allotment letter' date 12th September 2014 whereby the complainant was allotted the following unit:-

Flat Number : 1605 Type - B ( 3 Bedroom + 3 Toilets) Tower : T2 Floor : Sixteenth Super built up Area 177.50 Sq.Mtr.(1910 Sq.Ft.)

Reserved car parking - 2 Nos.in the basement.

- 8. That the provisional allotment letter also inter-alia indicated the detailed payment schedule and date of possession as : 42 months with grace period of 6 months from execution of apartment buyer agreement.
- 9. That the apartment buyer agreement was executed on 30.12.2014. After issue of apartment buyers agreement the company demanded payment at various stages of construction as per 'payment schedule' at regular intervals and payments were made accordingly as and when demanded by the respondent from 30.12.2014 to 14.08.2017. That the total payment of Rs.1,24,73,026/- ( inclusive of carparking, PLC,CDC,EDC & IDC but exclusive of taxes) against the total consideration of Rs1,27,50,190 (i.e Rs.1,13,89,250 BSP+ PLC+ CDC+ EDC+ IDC) was made in stages.



10. That the complainant has thus paid 98.71% of the total consideration and only the last instalment is left which is to be paid at the time of possession. It is submitted that as per clause 11.2 of 'apartment buyers agreement' dated 30th December, 2014 the possession of the apartment was to be delivered within 42 months plus 6 months grace period which comes to be 30.12.2018. The company has utterly failed to offer the possession in time contravening the clause 11.2 of 'apartment buyer agreement'. It is submitted that there has been an inordinate delay in delivering the possession of the apartment to the complainant. Near about 2 years ( i.e. 1 yr. 10 months as have lapsed from the stipulated date of delivery i.e on 30.10.2020) 30.12.2018 and the respondent has not yet handed over the possession of the apartment to the complainant. The respondent have also not compensated the complainant for such a long unexplained and inordinate delay. Thus, in the present circumstances, the complainant is left with no other option but to file the present complaint for granting immediate possession of the apartment along with the compensation for the delay caused thereby or refund the full amount with prescribed rate of interest. That the aaggrieved by the inordinate delay in delivering the possession the complainant has preferred the present complaint seeking intervention of this Hon'ble Authority.

### C. Relief sought by complainant

- 11. In view of the above-mentioned facts and circumstances it is prayed to the Hon'ble Authority to direct the respondent to either;
  - i. Direct the respondent to immediately handover the possession of the apartment along with all the promised amenities and facilities and to the satisfaction of the complainant; (or)



- ii. Direct the respondent to refund the PLC amount of Rs.3,82,000 charged from the complainant by making abuse of dominant position of the respondent for an apartment on 16<sup>th</sup> floor which is unreasonable/ unjustifiable and beyond the perception of common sense.
- D. Reply by respondent
- 12. That the averments made in the complaint under reply may be considered to have been replied to and all the allegations contained therein may be considered to have been specifically denied and controverted, unless specifically admitted hereinafter. That the complaint filed by complainant is baseless, vexatious and is not tenable in the eyes of law therefore, the complaint deserves to be dismissed at the threshold. The allegations and averments in the complaint are false and frivolous and hence, there is no cause of action in the said complaint.
- 13. That upon being satisfied including understanding of all terms and conditions about the entire project conditions, the complainant had submitted/executed the application form on 17.05.2014 opting for construction linked plan and also paid an amount of Rs.16,48,234/-. That based on the expression and interest, respondent issued the letter of provisional allotment dated 12.09.2014 and provisionally allotted bearing no. B 1605, 16<sup>TH</sup> Floor, Tower T2 in the said project. It is most respectfully submitted that since the complainant has failed to make the payment of the due installments in terms of the payment plan as opted thus, he has violated the terms of the clause 3.4 of the apartment buyer agreement

*Clause 3.4 - "the Allottee shall be liable to make payment of bulance installments/amounts as specified in the schedule of payments(Schedule - B) or* 



elsewhere in this agreement upon receipt of demand notice from the company which shall, inter alia, state completion of the corresponding construction stage. A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/speed post/ Email and shall be deemed to have been received on the expiry of three days after posting of such letter. If the allottee fails to pay any amount/installments by the due date as per demand notice sent to him, the company shall grant a grace period of 30 days(Grace period) from the due date to the allottee to make the said payment. However, the allottee shall be liable to pay interest @12% p.a. on the unpaid amount for the delayed period computed from the commencement of the grace period till date of actual payment ".

# 14. It is submitted that as per clause 11.2 of the apartment buyer agreement

subject to timely payment by the allottee as well as subject to force majeure,

Clause 11.2 - "The company based on its present plans and estimates and subject to force majeure and all just exceptions and conditions beyond control of the company and the allottee making timely payments, shall endeavor to complete the construction work of the said apartment/building thereof within a period of 42 months and a grace period of 6 months from the date of this agreement("completion date") and shall thereafter apply for occupancy certificate and on receipt of the same will offer possession of the said apartment to the allottee"

It is pertinent to mention herein that the construction of the project was stopped several times during the years 2016, 2017, 2018 and 2019 by EPCA, HSPCB, NGT and Hon'ble Supreme Court of India. Thus, respondent is entitled for reasonable extension of time. It is also pertinent to mention that complainant not entitled to seek timely possession of the flat. It is respectfully submitted that the respondent is investing its full dedication and efforts to complete the projects with agreed specifications.

- 15. 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. Findings on the objections raised by the respondent



- E.1 Objection regarding complainant is in breach of agreement for noninvocation of arbitration.
- 16. The respondent has raised an objection that the complainant has not invoked arbitration proceedings as per the provisions of flat buyer's agreement which contains provisions regarding initiation of arbitration proceedings in case of breach of agreement. The following clause has been incorporated w.r.t arbitration in the buyer's agreement

**Clause 29.2** - All or any disputes, differences arising out of, in connection with or in relation to this transaction/agreement, shall be amicably discussed and settled between the parties by mutual discussion, failing which the same shall be resolved under the provisions of the Arbitration and Conciliation Act, 1996 or any modification/amendment made thereto. Parties to this agreement agree that submission to conciliation is a mandatory condition precedent for invoking the arbitration clause...

17. The respondent contended that as per the terms & conditions of the application form duly executed between the parties, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional booked unit by the complainant, the same shall be adjudicated through arbitration mechanism. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506, wherein it has been held that the remedies provided under the Consumer





Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Further, in *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainant and builders could not circumscribe the jurisdiction of a consumer. The relevant paras are reproduced below:

- " Support to the above view is also lent by Section 79 of the recently enacted Real Estate (Regulation and Development) Act, 2016 (for short "the Real Estate Act"). Section 79 of the said Act reads as follows: -
  - Bar of jurisdiction No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act."

It can thus, be seen that the said provision expressly ousts the jurisdiction of the Civil Court in respect of any matter which the Feal Estate Regulatory Authority, established under Sub-section (1) of Section 20 or the Adjudicating Officer, appointed under Sub-section (1) of Section 71 or the Real Estate Appellant Tribunal established under Section 43 of the Real Estate Act, is empowered to determine. Hence, in view of the binding dictum of the Hon'ble Supreme Court in A. Ayyaswamy (supra), the matters/disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which, to a large extent, are similar to the disputes falling for resolution under the Consumer Act.

Consequently, we unhesitatingly reject the arguments on behalf of the Builder and hold that an Arbitration Clause in the afore-stated kind of Agreements between the Complainants and the Builder cannot circumscribe the jurisdiction of a Consumer Fora, notwithstanding the amendments made to Section 8 of the Arbitration Act."

18. While considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in



the builder buyer agreement, the Hon'ble Supreme Court in case titled as *M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017* decided on **10.12.2018** has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. The relevant para of the judgement passed by the Supreme Court is reproduced below:

> This Court in the series of judgments as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration Act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection Act on the strength an arbitration agreement by Act, 1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainants has also been explained in Section 2(c) of the Act. The remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

19. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainant is well within their rights to seek a special remedy available in a beneficial Act instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

#### **E. Territorial Jurisdiction**

#### **E.I Territorial jurisdiction**

20. 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**

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

reproduced as hereunder:

#### *Section* 11(4)(*a*)

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

The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated...... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

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.

- 22. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
- F. Admissibility of delay possession charges

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23. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

# Section 18: - Return of amount and compensation

If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

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

24. As per clause 11.2 of the apartment buyer's agreement dated 30.12.2014, the possession of the subject unit was to be handed over by of 30.06.2018. Clause 11.2 of the flat buyer's agreement provides for handover of possession and is reproduced below:

**Clause 11.2** - "The company based on its present plans and estimates and subject to force majeure and all just exceptions and conditions beyond control of the company and the allottee making timely payments, shall endeavour to complete the construction work of the said apartment/building thereof **within a period of 42 months** and a grace period of 6 months from the date of this agreement("completion date") and shall thereafter apply for occupancy certificate and on receipt of the same will offer possession of the said apartment to the allottee"

25. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainant not being in default under any provisions of this agreements and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and



against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the flat buyer's agreement by the promoter is just to evade the liability towards timely delivery of subject unit and to deprive the allottee of his right accruing after delay in possession. This is just to comment as to how the builder has misused his dominant position and drafted such mischievous clause in the agreement and the allottee is left with no option but to sign on the dotted lines.

26. The apartment buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builders/promoters and buyers/allottees are protected candidly. The flat buyer's agreement lays down the terms that govern the sale of different kinds of properties like residential, commercial etc. between the buyer(s) and builder. It is in the interest of both the parties to have a well-drafted flat buyer's agreement which would thereby protect the rights of both the builder and buyer in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision about stipulated time of delivery of possession of the apartment, plot or building, as the case may be and the right of the buyer(s)/allottee(s) in case of delay in possession of the unit. In pre-RERA period it was a general practice among the promoters/developers to invariably draft the terms of the apartment buyer's agreement in a manner that benefited only the promoter/developer. It had arbitrary, unilateral, and unclear clauses that



either blatantly favoured the promoters/developers or gave them the benefit of doubt because of the total absence of clarity over the matter.

- 27. Admissibility of grace period: The respondent promoter has proposed to complete the construction of the said building/unit till 30.06.2018, The respondent promoter has proposed to complete the construction of the said building/ unit within a period of 42 months, with six months grace period for obtaining occupation certificate and to offer the possession of the unit, thereon from the date of execution of the flat buyer's agreement. In the present case, the promoter is seeking 6 months' time as grace period. As a matter of fact, the respondent has yet not obtained the occupation certificate and offered the possession of the unit. The said period of 6 months cannot be allowed to the promoter. Therefore, the due date of possession comes out to be 30.06.2018.
- 28. Admissibility of delay possession charges at prescribed rate of interest: The complainant is seeking delay possession charges however, proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.: Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.



- 29. 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.
- 30. 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., 20.07.2021 is @ 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.
- 31. 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. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be. Explanation. —For the purpose of this clause the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee defaults in payment to the promoter till the date it is paid;"

Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.



32. On consideration of the circumstances, the evidence and other record and submissions made by the complainant and based on the findings of the authority regarding contravention as per provisions of Act, the authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause of the apartment buyer's agreement executed between the parties on 30.12.2014, possession of the booked unit was to be delivered till 30.06.2018.

Accordingly, the non-compliance of the mandate contained in section 11 (4)(a) of the Act on the part of the respondent is established. As such the complainant is entitled for delayed possession charges @9.30% p.a. w.e.f. from due date of possession i.e. 30.06.2018 till the handing over of possession as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

# F. Directions of the authority:

- 33. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the authority under section 34(f) of the act of 2016:
  - i. The respondent shall pay interest at the prescribed rate i.e. 9.30% per annum for every month of delay on the amount paid by the complainant from due date of possession i.e.30.06.2018 till handling over the possession as per Section 18(1) of the Act read with rule 15 of the rules.
  - ii. The respondent is directed to pay arrears of interest accrued within 90 days from the date of order as per rule 16(2) of the rules
  - iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.



- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant which is not the part of buyer's agreement.
- 34. Complaint stands disposed of.
- 35. File be consigned to registry.

(Samir Kumar) Member Haryana Real Estate Regulatory Authority, Gurugram

> Dated:20.07.2021 JUDGEMENT UPLOADED ON 14.12.2021

# HARERA