

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

Complaint no. : 2492 of 2018
First date of hearing: 11.04.2019
Date of decision : 28.01.2022

Santosh Kumar Agrawal
R/O: - 45, Sheo Charan Lal Road, Allahabad
Uttar Pradesh

Complainant

Versus

Satya Developers Pvt. Ltd.
Plot No. 8, Sector - 44, Gurugram,
Haryana

Respondent

CORAM:

Dr. K.K. Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

None
Shri Uttam Kumar Proxy counsel

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint dated 21.01.2019 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the act or the rules and regulations

made there under or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of unit details, 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.	Project name and location	"The hermitage" Sector - 103, Gurugram.
2.	DTCP License no.	28 of 2011 dated 28.03.2011
3.	RERA Registration	Not Registered
4.	Unit no.	1004, 10 th floor, Tower 06, Unit measuring 1872 sq. ft. (Page 18 of complaint)
5.	Revised area	2000 sq. ft. vide offer of possession dated 21.08.2016 (page 97 of reply)
6.	Date of execution of flat agreement	28.01.2012 (page 15 of complaint)
7.	Possession Clause	6.2 - Possession of unit That the developer shall, under normal conditions, complete the construction of tower in which the said unit is to be located within a period of 36 (thirty six) months from the start of construction of the said tower or execution of this agreement whichever is later beyond which, the developer shall further be entitled to a grace period of another 6 months...
8.	Due date of possession	07.08.2015 (the date of construction of the said tower i.e. 07.02.2012 page 158 of reply or execution of agreement

		(28.01.2012), whichever is later and further 6 months grace period)
9.	Delay in handing over of possession till 21.10.2016 i.e. date of offer of possession (21.08.2016) + 2 months	1year 2 months 14 days
10.	Total sale consideration	Rs. 87,91,916 (As per applicant ledger dated 31.12.2019 page 17 of paper book)
11.	Total amount paid by the complainant	Rs. 63,68,187/- (As per applicant ledger dated 31.12.2019 page 17 of paper book)
12.	Offer of Possession	21.08.2016 (Page 97 of reply)
13.	Occupation Certificate	12.08.2016 (As per page no. 107 of reply)

B. Facts of the complaint

3. That the complainant has purchased a flat No. 1004 in tower - 6 of the project of the respondent namely 'The Hermitage' at Sector 103, Gurugram, Haryana, from its previous owner Mrs. Rakhi Gehlot before 20th November, 2012. That, till 20.11.2012 the first owner i.e. Mrs. Rakhi Gehlot has paid the initial amount of Rs. 23,88,057/- (rupees twenty eight lakhs eighty eight thousand and fifty seven only) and after that all the payments were made by the complainant. That the respondent has promised as per the agreement, to offer the possession of the above mentioned flat after the 36 months from the date of the buyer's agreement and due date for providing the possession of the flat was 28th January 2015.

4. That during this time period of 36 months, the complainant has paid each and every instalment within time without any penalty or delay charges or late fees. That the complainant went through the buyer's Agreement where the respondent has not clearly mentioned many expenses and charges and left then blank to be filled at the time of providing the possession of the flat in the final call letter. That on 25th October 2016, the applicant received the final call letter dated 21.08.2016 in which the demand was of Rs. 19,93,041/- (rupees nineteen lakh ninety three thousand and forty one only).
5. That, the complainant found that the due date for offering possession was 28th January, 2015 and whereas the respondent offered possession in December as per the final call letter which was 24 months delay than what was agreed between the parties. The respondent neither provided any compensation nor has adjusted it in the final call letter in the final instalment.
6. That, the complainant went through the final call letter and the demanded amount and has found that the amount so demanded by the respondent in the final call letter is in excess and wrongly charged which is too excessive than the Buyer's Agreement.)
7. That in reply to the final call letter, the complainant sent letters dated on 04.11.2016 and 11.11.2016 and in which he has requested for some time for arranging the amount and which was not possible due to the demonetization. Besides this, he also requested to reduce the

unnecessary amount being charged wrongly and in excess than what was agreed. The complainant found the following difference in the final instalment amount which were wrongly and excessively charged which are as follows:- a) The electricity charge has been charged as Rs. 3,50,000/- approx in the final call letter whereas the Buyer's Agreement is silent about the figure. b) The increase in the area of the flat which is about 128 sq ft which is still not clear at all that from where and how such area has increased. c) The legal charges and advocates fee has been charged which is not necessary as the respondent himself and his son are legal practitioners, d) The compensation to the complainant for 24 months delay providing possession of the flat than the agreed due date which was 28th January, 2015. That with the above three major issues, the complainant sent letters dated 04.11.2016 and 11.11.2016 to the respondent. But, in reply to those letters, the respondent sent letter dated 17.01.2017 in which he clearly rejected all the requests of the complainant by giving lame excuses and clarifications and called it a tool to delay in making payments,

8. That after sending the above-mentioned letters, the complainant visited the respondent's office and the flat and found that the flat was still incomplete, and a lot has to be fixed in it. According to the agreement, the flat has to be completed before providing the possession but actually the flat was not at all complete. Further, the respondent sent another letter dated 18.01.2017 clearly informing about adding various other charges like interest on balance amount, holding charges and

maintenance charges in the balance amount and tried to threaten the complainant so that he may pay the whole amount without asking its details and take the possession.

9. That, in reply to the above letter, the legal advisor of the respondent namely M/s. Samid Legal has sent a letter dated 04.03.2017 to the complainant's son at his chamber in the Allahabad High Court received on 25.03.2017 and in which the demands and issues are being called as arbitrary demands and gave wrong and lame clarifications.
10. That, in reply to the letter of Samvid legal, the complainant sent a letter dated 31.03.2017 clearly explaining the clauses of the agreement and the fraud which the client of M/s Samid Legal i.e. the respondent has done with proper proof and evidence after which M/s. Samid Legal accepted it and hasn't responded to the complainant with any excuses or clarification. The respondent again sent a letter dated 20.03.2017 clearly stating the change in the Vat till the financial year 31.03.2014 which stands amended and the amount paid by the complainant is the excess and would be adjusted in the final called amount with which the final call amount stands amended and changed.
11. That in the meantime, various reminders were sent by the respondent regarding the uncertain and unclear final called amount and various replies and reminders has been sent by the complainant to the respondent. The complainant was not getting any legal reply from the respondent and again sent a letter dated 02.06.2017 through his son, clearly mentioning therein that the interest on the 95% of the amount,

already paid to the respondent, will be levied @18% p.a. and other charges will be levied as compensation for harassment and financial losses suffered by the complainant. In reply to the above letters, the respondent sent a letter dated 13.07.2017 to the complainant's son, ignoring the letters dated 31.03.2017 and 02.06.2017 as assuming him to not representing the buyer i.e. the complainant, This was totally an excuse and a way of escaping the liabilities imposed by the complainant on him. In reply to the above letter of the respondent, the letter dated 30.09.2017 has been sent by the complainant to the respondent clearly stating therein the authority and power to interfere the matter. That again, the complainant went to the flat and to the respondent's office in August and found the flat's condition still the same and has not been finished for providing the possession. Similarly, the respondent and its officials again refused to provide and details to the complainant whereupon requested to appoint an arbitrator for resolving the issues to the respondent as the right of appointing the arbitrator was fully reserved by the respondent as per the agreement. The same request was again and again made by the complainant through calls and through letter dated 25.10.2017.

12. That, thereafter the respondent appointed an arbitrator who was favouring it, was biased and was harassing the complainant by calling him to Delhi at India Habitat Centre for the arbitration case but neither booked any place for conducting arbitration proceedings nor was present there at the allotted time at the mentioned place.

13. That the complainant requested the respondent change to the arbitrator with claim for the harassment of Rs. 1,20,000/- through his letter dated 01.04.2018 which was clearly rejected by the respondent but the arbitrator himself reclused from the arbitration case. The respondent again appointed another arbitrator namely Mr. Sanjay Agarwal, Advocate of New Delhi who was again favouring it and again harassing the complainant because of which he has lost his trust on the arbitration and thus sent a letter dated 19.10.2018 clearly mentioning the interest due on the respondent on the total amount paid by the complainant with the other charges and losses suffered by the complainant.
14. That, the respondent is neither complying with the conditions of the buyer's agreement nor trying to finish the matter by resolving it and therefore, the complainant was compelled to file the present complaint.

C. Relief Sought

This Authority may be pleased to direct the respondent as follows:

- To provide the possession of the Flat- No. 1004 at Tower 6 in the Project 'The Hermitage' at Sector - 103, Gurugram, to the complainant within specified period.
- To pay the interest of Rs. 64,00,000/- as due on 31.12.2018 along with the pendent lite interest at the prescribed rate of interest, till the date of the final payment.
- To provide the delay charges from 1st January, 2015 @ 10,000/- per month and the other compensation.

- To provide cost of complaint i.e. Rs. 50,000/-

D. Reply by the respondent

That the respondent has contested the complaint on the following grounds:

15. That at the very outset, it is most respectfully submitted that the complaint filed by the complainant is not maintainable and this authority has no jurisdiction to entertain the present complaint.
16. Since occupation certificate was obtained on 12.08.2016 which is almost one year before publication of rera rules in 2017 hence, the complaint not covered under rera The Hon'ble Bombay High Court vide its judgment dated 06/12/2017 passed in Writ Petition no. 2737/17 Titled as Neelkamal Realtors Suburban Private Limited Vs Union of India &Ors. has held as under:

"The provisions of Section 3(2) states that notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required in cases falling under Clauses (a), (b) and (c). The RERA takes care of exclusion of certain projects / constructions which will not be governed."

The Hon'ble Bombay High Court has further held:

"After assessing, we find that the projects already completed are not in any way affected and, therefore, no vested or accrued rights are getting affected by RERA. The RERA will apply after getting the project registered. In that sense, the application of RERA is prospective in nature."

17. The literal reading of the above-mentioned judgment delivered by the Hon'ble Bombay High court is sufficient to hold that the authority is empowered to hear and decide only the complaints against the projects which are registered with the authority. It is submitted that the

construction was complete on or before 02.02.2016, much prior to the commencement of RERA and therefore, the present complaint is not maintainable as the said project is not covered under RERA.

18. It is submitted that the present complaint is not maintainable as the builder buyer agreement consists of an arbitration clause that mandates the invoking of arbitration proceedings in the event of a dispute between the parties. The clause relating to arbitration is hereby produced for a ready reference.

20. ARBITRATION

That in case of any dispute or controversy arising out of or in connection with this Agreement the same shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the managing Director of the Developer.

The arbitration proceedings shall be held in accordance with the Arbitration & Conciliation Act, 1996, and the Rules made there-under as amended from time to time. The seat of Arbitration shall be New Delhi only and the language of the arbitration shall be English.

19. It is submitted that the subject matter of the complaint is already pending sub-judice in the arbitration proceedings before the Ld Sole arbitrator Mr. Sanjay Aggarwal (Advocate) which is pending adjudication, and is fixed for 23.02.2019. It is pertinent to mention it herein that the complainant himself invoked the arbitration as per clause 20 of the agreement. Therefore, in view of the pending arbitration proceedings between the parties, the present complaint is not maintainable and hence, liable to be dismissed at this ground alone.
20. That the complaint pertaining to compensation and interest for a grievance under section 12, 14, 18 and 19 of the Real Estate (Regulation

& Development) Act, 2016 (hereinafter referred to as the "said Act") are required to be filed before the Adjudicating Officer under Rule-29 of the Haryana Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred to as the "said Rules") read with Section 31 and Section 71 of the said Act and not before this Hon'ble Regulatory Authority under Rule-28.

21. In the present case, the complainant has filed the present complaint under Rule-28 of the said rules and is seeking the relief of interest and compensation u/s 18 of the said Act before the RERA Authority which is not maintainable as the complaint, if any, seeking the relief of interest and compensation u/s 18 is required to be filed before the Adjudicating Officer under Rule-29 of the said Rules and not before this authority under Rule-28 as this authority has no jurisdiction whatsoever to entertain such complaint and is liable to be rejected on this ground alone.
22. It is submitted that to grant such amendment would only facilitate the complaint getting rid of his earlier fraudulent stance and the admissions made by him in the original complaint but will materially change the cause of action and entire character of the complaint and will cause serious prejudice to the respondent. It is a settled law that the amendment cannot be allowed so as to alter materially or substitute cause of action or the nature of the complaint. The Apex Court in **Modi Spinning & Weaving Mills Co vsLadha Ram. [(1977) 1 SCR 728 (para 6,7,8 and 9; (1998) 1 SCC 278 – Para 9 and 10]** held that by

means of amendment the defendant wanted to introduce an entirely different case and if such amendments were permitted, it would prejudice the other side. In the present case, the complainant has amended his complaint without filing an appropriate application seeking amendment and has further failed to bring the paras and the portions of the complaint as amended by the complainant herein. Furthermore, the complainant is playing hot and cold by seeking two contrast reliefs in the original complaint and in the amended complaint. The complainant has sought possession in the original complaint, however, has sought refund in the amended complaint due to the downfall in the real estate market. It is submitted that such an amendment is barred and the complainant cannot be allowed to change the case and substitute an entirely different and new case. In view of the above, the amended complaint cannot be taken on record and the same is liable to be dismissed at the earliest.

23. It is also submitted that the complaint is not supported by any proper affidavit with a proper verification and in the absence of a proper verified and attested affidavit supporting the complaint, the same is liable to be rejected.
24. The complainant has concocted a false story to cover up his own defaults and has raised false and frivolous issues and has filed the present complaint on false, frivolous and concocted grounds. The complainant himself has failed to remit the outstanding dues as per final call letter dated 21.08.2016 and to take over the possession as offered

by the respondent. It is pertinent to mention that the respondent has always promptly and duly replied to all the issues and concerns raised by the complainant herein in order to resolve the issues amicably and in order to handover the possession of the unit offered vide letter dated 21.08.2016.

25. That the complainant has defaulted to perform his part of the agreement by not tendering the amount payable by him under the said agreement for the purchase of the unit. No negligence on part of the respondent has been established. Hence, the complainant cannot take undue advantage of his own wrong/fault and omissions.
26. That the complainant is guilty of *supressio veri* and *supressio falsi* and has completely omitted to place the complete and true facts on record.
27. The complainant has failed to bring to the notice of the authority that it was in fact he who has defaulted to adhere to the terms of this buyer's agreement including but not restricted to making timely payments towards the agreed payment schedule towards the flat purchased by him.
28. That the buyer's agreement is a concluded contract, thus legally binding on all parties and either of the parties cannot get out of performance of their parts in the agreement. The original allottee of the subject unit endorsed the said unit to the complainant herein, who unconditionally, unequivocally and absolutely accepted the terms and conditions of the agreement with respect to the subject unit by the complainant. Hence, the acceptance by the complainant was final and unqualified with

31. 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

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

Section 11(4)(a)

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

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

32. 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. Findings on the objections raised by the respondent

F.1 Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act

33. Another contention of the respondent is that authority is deprived of the jurisdiction to go into the interpretation or rights of the parties inter-se in accordance with the apartment buyer's agreement executed between the parties and no agreement for sale as referred to under the provisions of the act or the said rules has been executed inter se parties. The authority is of the view that the act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the act. Therefore, the provisions of the act, rules and agreement have to be read and interpreted harmoniously. However, if the act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the act and the rules after the date of coming into force of the act and the rules. Numerous provisions of the act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of *Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)* which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA,

the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....

122. *We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."*

34. Also, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019 the Haryana Real Estate Appellate Tribunal has observed-

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

35. The agreements are sacrosanct save and except for the provisions which have been abrogated by the act itself. Further, it is noted that the builder-buyer agreements have been executed in the manner that there is no scope left to the allottee to negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and

conditions of the agreement subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature.

36. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate, 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]

(1) *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.

37. 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.

38. 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., 28.01.2022 is 7.30%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 9.30%.

39. 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—

- (i) 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;*
- (ii) 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 to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

40. 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.

41. 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 6.2 of the agreement executed between the parties on 28.01.2012, the possession of the subject apartment was to be delivered within stipulated time i.e., by 07.08.2015. 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 07.08.2015. The respondent has delayed in offering the possession and the same is offered on i.e. 21.08.2016. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the act on the part of the respondent is established. As such the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 07.08.2015 till handing over of the possession i.e. 21.08.2016 plus two months which comes to 21.10.2016 at prescribed rate i.e., 9.30 % p.a. as per proviso to section 18(1) of the act read with rule 15 of the rules.

G. Directions of the authority

42. Hence, the authority hereby passes this order and issues the following directions under section 37 of the act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):



- i. The complainant is entitled for delayed possession charges as per the proviso of section 18(1) of the Real Estate (Regulation and Development) act, 2016 at the prescribed rate of interest i.e., 9.30%p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession i.e., 07.08.2015 till the offer of possession i.e., 21.08.2016 plus two months which comes out to be 21.10.2016.
 - ii. The promoter shall not charge anything which is not part of the BBA and in particular holding charges which have been disallowed by this authority in many other cases keeping in view the decision of the Hon'ble Supreme Court of India.
 - iii. 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
43. Complaint stands disposed of.
44. File be consigned to registry.

V.K. Goyal
(Vijay Kumar Goyal)
Member

Dr. K.K. Khandelwal
(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.01.2022