

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

Complaint no. : 3591 of 2021
First date of hearing: 29.09.2021
Date of decision : 14.07.2022

Promila Mehra
B-1/10, First Floor, Hauz Khas,
New Delhi - 110016

Complainant

Versus

M/s Vatika Limited
Office: 7th Floor, Vatika Triangle, Sushant Lok-1,
Block-A, Mehrauli-Gurgaon Road, Gurgaon-
122002.

Respondent

CORAM:

Shri K.K. Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Sh. Anshul Yadav (Advocate)
Sh. Venkat Rao (Advocate)

**Counsel for the complainant
Counsel for the Respondent**

ORDER

1. The present complaint dated 08.09.2021 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. N.	Particulars	Details
1.	Name and location of the project	"Sovereign Next" at sector 82A, Gurgaon, Haryana
2.	Nature of the project	Group housing colony
3.	Project area	100.785 acres
4.	DTCP license no.	94 of 2013 dated 31.10.2013 valid upto 30.10.2019
5.	Name of licensee	M/s Malvina Developers Pvt. Ltd. & others
6.	RERA Registered/ not registered	Registered vide no. 271 of 2017 dated 09.10.2017 valid upto 08.10.2022
7.	Unit no.	402, 4 th floor, Tower-C (Page no. 4 of BBA in complaint)
8.	Unit area admeasuring	3200 sq. ft. (Page no. 4 of BBA in complaint)
9.	Date of allotment	13.04.2012 (annexure C of complaint)
10.	Date of builder buyer agreement	10.12.2012 (annexure E of complaint)
11.	Possession clause	<p>14. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT</p> <p><i>The Developer based on its present plans and estimates and subject to all just exceptions, force majeure and delays due to reasons beyond the control of the Company contemplates to complete development of the said Residential floor within a period of 3 (three) years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in other Clauses herein.....</i></p> <p>Emphasis supplied</p>
12.	Due date of possession	10.12.2015 [Due date of possession calculated from the date of execution of agreement]

13.	Total sale consideration	Rs. 1,96,98,800/- [as per builder buyer agreement]
14.	Amount paid by the complainant	Rs. 1,93,88,893/- [as per SOA dated 23.01.2019 (Annexure H)]
15.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That complainant is the allottee of residential unit bearing apartment no. 402, 4th floor, tower c, admeasuring approximately 3200 sq. ft. super area ("the unit") in project named and tilted as "Sovereign Next" in sector 82A, Gurgaon, which is a part of the integrated township "Vatika India Next" being developed in sectors-82, 82A, 83, 84 and 85 of Gurgaon-Manesar Urban Complex, 2021 (hereinafter referred to as "the Project") being built, advertised and sold by the respondent.
- II. That the complainant executed a booking application dated 19.12.2011 and paid the application money amounting to Rs. 8,66,800/- vide cheques no. 030876 and 030877, dated 19.12.2011 and 26.02.2011 respectively and both drawn on HDFC bank ("application money"). The application money was acknowledged by respondent vide receipt dated 20.12.2011 and 23.12.2011. The above application money was paid based on certain commitments, representations and understandings made by the respondent including a representation to the effect that all requisite approvals including the approval for the project plan were in place.
- III. Subsequently, vide payment request dated 13.01.2012, the respondent requested for the second instalment of Rs 13,10,785/- which was duly paid by the complainant. Thereafter the 3rd instalment payment of Rs. 14,22,480/- was also duly made by the complainant and the payment receipt 22.03.2012 and payment receipt letter dated 19.04.2012.

- IV. That the respondent issued a payment request dated 03.04.2012 whereby it, even after receiving the amount for the 3rd instalment, again sought the payment of the same. After the complainant raised the issue, the respondent withdrew the said letter and added a remark that the said letter is withdrawn as it was sent by mistake. The issuance of the said letter clearly shows the malicious attempt of the respondent to usurp additional money from the complainant.
- V. Thereafter, vide letter dated 13.04.2012, the respondent offered allotment of the unit to the complainant and vide letter dated 23.04.2012, the unit C-402, was allotted to the complainant. The complainant thereafter paid the preferential location charges raised by the respondent of Rs. 1,07,865/- vide their letter dated 05.05.2012 and 29.05.2012.
- VI. In another attempt to usurp illegal amount from the complainant, the respondent issued a letter dated 09.08.2012 seeking the payment of instalment due on completion of 90 days from booking along with delayed interest whereas the said payment was duly made by the complainant and acknowledged by the respondent in April, 2012 itself. The complainant was forced to approach the respondent on multiple occasions and eventually on 13.09.2012, the respondent withdrew the said letter citing an inadvertent error as an excuse. The letter for the next instalment, payable on start of excavation, was issued on 15.11.2012 and the complainant duly made the said payment of Rs. 14,13,336 vide cheque numbers 037583 and 052546.
- VII. That for a third time, the respondent issued an incorrect demand from the complainant with respect to the instalment due on start of excavation vide a letter dated 15.11.2012. The said letter was withdrawn by the respondent on 29.11.2012. The respondent then, vide letter dated

30.11.2012, sent 2 copies of the apartment buyer agreement for execution which was duly executed by the parties on 10.12.2012 ("ABA").

- VIII. That the progress of the construction of the project was always delayed and not forthcoming. The complainant, along with her husband, visited the said project of numerous occasions and enquired about the advancement of the construction status. However, the respondent always gave some excuse to the complainant.
- IX. Thus, by December 2016, the respondent had received a total payment of Rs. 1,93,88,893.69/- being 95% of the total consideration payable by the complainant towards the purchase of the unit. The delay in providing the possession of the Unit is absolutely clear from the fact that the payment demands towards the instalments were made after the due date in December, 2015. It is most important to note that the present project was registered with this authority and subsequently the registration certificate bearing 280 of 2017 dated 09.10.2017 was granted to the respondent. As per the registration certificate, the registration was valid till 31.03.2021 and as per the information of the complainant, the said registration has not been extended by the authority.
- X. Subsequently, the complainant, through her husband, enquired about the progress and the due date for taking possession of the unit. However, the respondent repeatedly gave baseless excuses to the complainant for the delay in offering possession of the unit. As the possession of the unit was already delayed and was irrespective not forthcoming, the complainant was left with no option but to cancel the allotment of the unit and seek refund of the payment made along with delay interest @18% p.a. till repayment. For the same, the complainant, with a bonafide intention, initiated pre litigation mediation proceedings before the Delhi High Court

mediation centre vide application dated 05.11.2020 and even paid Rs. 21,000/- as the fees for the same.

- XI. That the mediation centre issued various notices and held numerous sittings on 28.11.2020, 04.12.2020, 15.12.2020, 05.01.2021 and 12.01.2021. However, the respondent did not attend the mediation proceedings on any date. Thus, having no other alternative, the complainant submitted a letter for withdrawal of the said proceedings with the mediation centre.
- XII. The cause of action to file the instant complaint against the respondent herein first arose on 10.12.2015 when the respondent delayed in granting possession of the Unit in terms of the agreement entered into with the complainant. The cause of action further arose when the complainant cancelled the allotment of the Unit and sought refund of her monies along with delay interest vide application for pre-litigation mediation dated 05.11.2020. The cause of action is a continuing one.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
- I. **Direct the respondent to refund of Rs. 1,93,88,893/- along with interest for the period since money was paid i.e. from December 2015 till filing of the complaint.**
 - II. **To pay a sum of Rs.1,00,000/- as cost of litigation to the complainant.**
 - III. **To pay a sum of Rs. 5,00,000/- for the harassment and mental agony suffered by the complainant.**
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent has contested the complaint on the following grounds.
 - a. That the complainant through her broker namely genesis real estate consultant, learnt about the project launched by the respondent titled as 'Sovereign Next -Vatika India Next' (herein referred to as 'Project') situated at sector 82 A, Gurgaon and approached it repeatedly to know the details of the said project. After having keen interest in the project constructed by the respondent, the complainant herein booked an apartment in the said project for a total sale consideration of Rs. 1,96,98,800/- except escalation cost and other charges. The respondent vide allotment letter dated 23.04.2012, allotted unit no. 402, block-C in the said project.
 - b. It is pertinent to note, that under the application form, the complainant has duly acknowledge that the respondent has provided all the information and clarification required by her and only being satisfied with the same and relying on own judgement, investigation with respect to the to the location, design, specifications, price of the project the complainant has decided to book the unit without being influenced by the representations or advertisements. It if further submitted that the as per the terms of the application form, the complainant herein was aware that the respondent would not be liable for performing any or all of its obligation during the subsistence of force majeure situation.
 - c. That after much pursuance of the respondent vide letter dated 30.11.2012 send an apartment buyer agreement for execution and the same was signed and executed between the complainant and the respondent on, 10.12.2012 and, apartment bearing no. TSN/04 C-402, was allotted to the respondent at preferential location. It is to noted that

- as per the agreement, the construction of the apartment was estimated to be completed within 36 months but the same was subject to the midway hindrances which were beyond the control of the respondent.
- d. That it is submitted that the complainant was aware of terms and conditions under the aforesaid agreement and post being satisfied with each and every terms, agreed to sign upon the same with free will and consent without any demur. Also, the complainant knew that in case the project is delayed due to any event/reason beyond the control, then the respondent would be entitled for extension of time period in handing over the possession. It is imperative to note, that as per the agreement so signed and acknowledged that complainant herein, has agreed to pay the preferential charges for getting the apartment at the desired location.
- e. That the complainant herein has filed the present complaint on baseless and absurd grounds. That under clause 14 of the agreement so signed and acknowledged by the complainant, the respondent herein, clearly mentioned that the possession would be granted within 3 years unless, there shall be delay in the midway of the development of the said project for the reasons beyond the control of the respondent as mentioned in other clauses in the agreement.
- f. That in spite after knowing that during the construction of the aforesaid project, the respondent had faced several obstacles which were beyond the control and the construction of the project was ought to be interrupted due to the same. It is submitted that as per the agreement, the complainant herein knew that the respondent would not be liable for any events beyond the control of the respondent and further extension time would be granted for completion of the project.

- g. It is further submitted that the complainant in the said agreement so signed and acknowledged agreed that he/she shall continue with this agreement and shall not obtain any specific performance in case the possession is delayed due to any government rules, orders or notification.
- h. That further it is brought to the attention of the authority that the development of the project was decelerated due to reasons beyond the control of the respondent. It is submitted that due to the following reasons delay has occurred in the seamless execution of the project:
- i. Decision of the Gas Authority of India Ltd. (GAIL) to lay down its gas pipeline from within the duly pre-approved and sanctioned project of the respondent which further constrained the respondent to file a writ petition in the hon'ble high court of Punjab and Haryana seeking directions to stop the disruption caused by GAIL towards the project. However, upon dismissal of the writ petition on grounds of larger public interest, the construction plans of the respondent were adversely affected and the respondent was forced to re-evaluate its construction plans which caused a long delay.
 - ii. Delay caused by the Haryana Development Urban Authority (HUDA) in acquisition of land for laying down sector roads for connecting the project. The matter has been further embroiled in sundry litigations between HUDA and land-owners.
 - iii. Due to the implementation of MNREGA Schemes by the Central Government, the construction industry as a whole has been facing shortage of labour supply, due to labourers regularly travelling away from Delhi-NCR to avail benefits of the scheme. This has directly caused a detrimental impact to the respondent, as it has been difficult to retain labourers for longer and stable periods of time and complete construction in a smooth flow.
 - iv. Disruptions caused in the supply of stone and sand aggregate, due to orders passed by the hon'ble Supreme court and the hon'ble High court of Punjab and Haryana prohibiting mining by contractors in and around Haryana i.e. Disruption caused by unusually heavy rains in Gurgaon every year.
 - v. Disruptions and delays caused in the supply of cement and steel due to various large-scale agitations organized in Haryana. g. Declaration of Gurgaon as a Notified Area for the purpose of Groundwater and restrictions imposed by the state government on its extraction for construction purposes.

- vi. Delayed re-routing by DHBVN of a 66KVA high-tension electricity line passing over the project.
- vii. The Hon'ble National Green Tribunal (NGT)/Environment Pollution Control Authority (EPCA) issued directives and measures to counter deterioration in Air Quality in the Delhi-NCR region, especially during winter months. Among these measures were bans imposed on construction activities for a total period of 70 days between November 2016 to December 2019.
- viii. Additionally, imposition of several partial restrictions from time to time prevented the Respondent from continuing construction work and ensuring fast construction. Some of these partial restrictions are:
 - ix. Construction activities could not be carried out between 6 PM to 6 AM for 174 days.
 - x. The usage of Diesel Generator Sets was prohibited for 13 days.
 - xi. The entries of truck traffic into Delhi was restricted.
 - xii. Manufacturers of construction material were prevented from making use of close brick kits, Hot Nix plants, and stone crushers.
 - xiii. Stringently enforced rules for dust control in construction activities and close non-compliant sites.
 - xiv. The imposition of several total and partial restrictions on construction activities and suppliers as well as manufacturers of necessary material required, has rendered the Respondent with no option but to incur delay in completing construction of its projects. This has furthermore led to significant loss of productivity and continuity in construction as the Respondent was continuously stopped from dedicatedly completing the Project. The several restrictions have also resulted in regular demobilization of labour, as the Respondent would have to disband the groups of workers from time to time, which created difficulty in being able to resume construction activities with required momentum and added many additional weeks to the stipulated time of construction.
 - xv. The Government of India imposed lockdown in India in March 2020 to curb the spread of the Covid-19 pandemic. This severely impacted the respondent as the respondent was constrained to shut down all construction activities for the sake of workers' safety, most of the labour work force migrated back to their villages and home states, leaving the respondent in a state where there is still a struggle to mobilize adequate number of workers to start and complete the construction of the project due to lack of manpower, Furthermore, seins suppliers of the respondent located in Maharashtra, are still unable to process orders which inadvertently have led to more delay.
- i. It is submitted that the time schedule for handing over the possession given under clause 14 of the agreement was subject to other terms and



conditions of the agreement such as timely payment of the instalments by the complainant and reasons of delay which are beyond control of the respondent as mentioned in the preceding paragraph. As a matter of fact, the tower in question is complete and flooring is in progress.

- j. Despite, after above stated obstructions, the nation was yet again hit by the second wave of covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021, each and every activity including the construction activity was halted in the State due to the adverse effect of the pandemic.
- k. It is submitted that the authority has in the meeting held on 02.08.2021, has evidently extended the time period for registration of a particular project considering the covid pandemic effect considering the same as a force majeure event. And, by virtue of the same notice, the respondent herein is also entitled for extension of time in registering the said project.
- l. That on 05.11.2020, the complainant has filed an application for mediation before the Delhi high court mediation centre and has called upon to the respondent for further proceedings through several notices. It is to note, that the complainant has arbitrarily approached the Delhi high court and has breached the terms and conditions of the agreement.
- m. That as per the provision of section 19(4) of the Act 2016, the complainant herein shall be entitled for the refund only in case it is unable to provide the possession. It is to be noted, that the period of delay caused either due to reasons beyond the control of the respondent

or for the reasons falling under the category of force majeure should be ignored while computing the total delay in the possession.

- n. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time. The complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

E. Jurisdiction of the authority

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

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

Section 11

.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

10. 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.
11. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** 2021-2022(1)RCR(C), 357 and followed in case of ***Ramprastha Promoter and Developers Pvt. Ltd. Versus Union of India and others dated 13.01.2022 in CWP bearing no. 6688 of 2021*** wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

12. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

F. Findings on the relief sought by the complainants.

F.1 Direct the respondent to refund of Rs. 1,93,88,893/- along with interest for the period since money was paid i.e. from December 2015 till filing of the complaint.

13. Keeping in view the fact that the allottee complainant wishes to withdraw from the project and is demanding return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. The matter is covered under section 18(1) of the Act of 2016. The due date of possession as per agreement for sale as mentioned in the table above is **10.12.2015** and there is delay of 5 years 8 months 29 days on the date of filing of the complaint.

14. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which she has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in *Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021* :

"" The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."

15. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)** reiterated in case of **M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022**, it was observed :

"25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed"

16. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as she wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.
17. This is without prejudice to any other remedy available to the allottee including compensation for which she may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.

18. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 1,93,88,893 /- with interest at the rate of 9.70% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

E. II. To pay a sum of Rs.1,00,000/- as cost of litigation to the complainant.

E. III. To pay a sum of Rs. 5,00,000/- for the harassment and mental agony suffered by the complainant.

19. The complainant is also seeking relief w.r.t litigation expenses. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* (supra), has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of litigation expenses.

F. Directions of the authority

20. 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 respondent/promoter is directed to refund the entire amount of Rs.1,93,88,893/- paid by the complainant along with prescribed rate of interest @ 9.70% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the deposited amount.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
21. Complaint stands disposed of.
22. File be consigned to registry.


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram


(Dr. K.K. Khandelwal)

Chairman

Dated: 14.07.2022

HARERA
GURUGRAM