

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

Complaint no. : 44 of 2019
First date of hearing: 10.10.2019
Date of decision : 13.05.2022

Mrs. Sandal Jeet Kaur W/o Harwinder Singh
R/o: - 27/103D, Jwala Nagar, Pandav Road, Shahdara,
Delhi-110032

Complainant

Versus

M/s BPTP Limited.
M/s Countrywide Promoter Pvt. Ltd.
Regd. Office at: M-11, Middle Circle, Connaught Circus,
New Delhi

Respondents

CORAM:

Shri K.K. Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Sh. Mukul Sawanria
Sh. Venket Rao

Advocate for the complainant
Advocate for the respondents

ORDER

1. The present complaint 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 of the project	"Terra", Sector- 102, Gurugram	
4.	RERA registered/not registered	Registered 299 of 2017 dated 13.10.2017	
8.	DTPC License no.	83 of 2008 dated 05.04.2008	94 of 2011 dated 24.10.2011
	Validity status	04.04.2025	04.04.2025
	Name of licensee	SUPER BELTS PVT. LTD and 3 others	SUPER BELTS PVT. LTD and 3 others
	Area	23.18 acres	19.74 acres
9.	Unit no.	T-23-301, Tower23 [As per page no. 22 of complaint]	
10.	Unit measuring	1691 sq. ft. [As per page no. 22 of complaint]	
11	Allotment Letter	07.12.2012	
11.	Date of execution of flat buyer's agreement	06.03.2013	



		(Page no. 15 of complaint)
13.	Possession clause	<p>5. Possession</p> <p>5.1 The Seller/Confirming Party proposes to offer possession of the Unit to the Purchaser(s) within e Commitment Period. The Seller/Confirming Party shall be additionally entitled to a Grace Period of 10 days after the expiry of the said Commitment Period for making offer of possession of the said Unit.</p> <p>1.6 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC). Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 42 months from the date of sanction of the building plan or</p>

		execution of Flat Buyer's Agreement, whichever is later.
14.	Due date of possession	06.09.2017 (calculated from the execution of BBA)
17.	Total sale consideration	Rs. 88,77,750/- [As per page no. 23 of complaint]
18.	Total amount paid by the complainant	Rs. 82,20,191/- (As alleged by the complainant)
19.	Occupation certificate	not obtained
20.	Offer of Possession	not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That on 13.08.2012, the complainant applied for allotment of a residential unit in the project of respondents known as 'Terra' being developed by them in sec. 102 Gurugram. A unit bearing no. T-23-301 measuring 1691sq.ft. was allotted to her for a total sale of consideration of Rs. 8877750/-.
- II. That a flat buyer agreement dated 06.03.2013 was executed between the parties with regard to the unit. As per the terms and condition of that agreement, it was agreed between the parties that if the respondents fail to offer the possession of the said flat/unit to her within the commitment period (42 months) and

after expiry of grace period (180 days) thereof, they shall be liable to pay compensation @ Rs.5 per sq. feet per month calculated on super built up area of unit/flat for every month of delay.

- III. That from 22.08.2012 to 23.11.2016, the complainant has made regular payments to the respondents, as per their payment request/demands. It is submitted that the complainant has paid a total sum of Rs. 82, 20,191.50/- to them.
- IV. That the respondents did not comply with the terms and condition of the agreement. They failed to offer possession of the flat/unit to the complainant within commitment/agreed period of 42 months i.e. till 6th September, 2016 and also in grace period of further 180 days i.e. till 06.03.2017
- V. That since the respondents fail to perform their part of agreement, so the complainant is forced to live in a rented accommodation with her family and she is also paying regularly interest to the bank, on the amount paid to the respondents through loan account No. 607936859, running in HDFC Bank. Therefore, the complainant is facing great financial loss and injury and also mental disturbance in her life.
- VI. That the respondents are withholding the hard earn money of Rs. 82, 20,191.50/- of the complainant since 06.03.2017. Therefore, the complainant is also entitled to interest w.e.f. 06.03.2017 till

the date of realization of the total amount mentioned herein the complaint. The respondents are also liable to pay damages, compensation, interest pendent lite, loss suffered by her and cost of litigation to her.

- VII. That the complainant inquired about the status of construction and other development work to be carried out by the respondents but they never shared any such information which is gross violation of Sec 19(2) of Act, 2016.

C. Relief sought by the complainant:

Direct the respondents to return sale consideration sum of Rs. 82,20,191/- towards the principle amount along with interest w.e.f. 06.03.2017 till the date of realization of the amount.

4. On the date of hearing, the Authority explained to the respondent/promoters 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 respondents

5. The respondents contested the complaint on the following grounds: -
- i. That the complainant has approached this authority for redressal of the alleged grievances with unclean hands, i.e., by not disclosing material facts pertaining to the case at hand and, by distorting and/or misrepresenting the actual factual situation with regard to several aspects. It is further submitted that the hon'ble apex court in plethora of decisions has laid down strictly, that a party

approaching the court for any relief, must come with clean hands, without concealment and/or misrepresentation of material facts, as the same amounts to fraud not only against the respondents but also against the court and in such situation, the complaint is liable to be dismissed at the threshold without any further adjudication.

The respondents have contented on the following grounds:

- ◆ That the complainant approached the respondents through a broker, namely "Ribak Infra Pvt. Ltd." after conducting due diligence of the relevant real estate geographical market and after ascertaining the financial viability of the same. It is further submitted that complainant is an investor and has booked the unit in question to yield gainful returns by selling the same in the open market. However, due to the ongoing slump in the real estate market, the complainant has filed the complaint to wriggle out of the agreement.
- ◆ It is submitted that the complainant made several defaults in making timely payments as a result thereof, respondents had to issue reminder letters for payment of the outstanding amounts.
- ◆ That the complainant has concealed the fact that she herself committed defaults in making timely payments of various installments within the stipulated time despite having clearly agreed that timely payment is the essence of the agreement.

A number of reminders dated 13.01.2013, 04.02.2013, 07.03.2013, 25.11.2013, 26.12.2013, 28.04.2014, 19.12.2017, 16.02.2018, 16.04.2018, lastly on 18.08.2018 (annexures R-4, R-8, R-9, R-10, R-11, R-13, R-15, and R-16) respectively, were issued to make payment of the amount due but without any positive result.

- ii. From the above, it is very well established, that the complainant has approached this authority with unclean hands by distorting/ concealing/ misrepresenting the relevant facts pertaining to the case at hand. It is further submitted that the sole intention of the complainant is to unjustly enrich herself at the expense of the respondents by filing this frivolous complaint which is nothing but gross abuse of the due process of law and the complaint warrants dismissal without any further adjudication.
- iii. That at the stage of entering into the agreement and raising vague allegations and seeking baseless reliefs beyond the ambit of the agreement, the complainant is blowing hot and cold at the same time which is not permissible under law as the same is in violation of the 'Doctrine of Aprobate & Reprobate'. Therefore, in light of the settled law, the relief sought by the complainant in the complaint cannot be granted by this authority.
- iv. That agreements that were executed prior to implementation of the Act of 2016 and rules shall be binding on the parties and cannot

be reopened. Thus, both the parties being signatory to a duly documented FBA executed by the complainant out of her own free will and without any undue influence or coercion are bound by the terms and conditions so agreed between them.

- v. The parties had agreed under the flat buyer's agreement to attempt at amicably settle the matter and if the matter is not settled amicably, to refer the matter for arbitration. Admittedly, the complainant has raised to dispute but did not take any step to invoke arbitration.
- vi. That the respondents have been regularly informing the complainant about the status of the project through emails. But, despite that she failed to pay the amount due. Despite financial constraints and withdrawal of several allottees from the project, the respondents applied for occupation certificate of the project on 18.01.2021. thus, all this shows that the respondents are not at fault. Rather it is the complainant who wants to take advantage of her own wrongs and seeking refund of the amount without paying the amount due and taking possession of the allotted unit.
- vii. 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 submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

7. 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

8. 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.

9. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
10. 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 (Civil), 357 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*** 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.”

11. 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 that amount.

F. Findings on the objections raised by the respondents.

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

12. The contention of the respondents is that authority is deprived of the jurisdiction to go into the interpretation of, 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. The 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)* decided on 06.12.2017 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."

13. Further, 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."

14. 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.

F. II Objection regarding complainants are in breach of agreement for non-invocation of arbitration.

15. The respondents have raised an objection for not invoking arbitration proceedings as per the provisions of flat buyer's agreement which contains a provision 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:

"17. Dispute Resolution by Arbitration

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a Sole Arbitrator who shall be appointed by the Managing Director of the seller and whose decision shall be final and binding upon the parties. The Purchaser(s) hereby confirms that he shall have no objection to this appointment of the Sole Arbitrator by the Managing Director of the Seller, even if the person so appointed, as a Sole Arbitrator, is an employee or advocate of the Seller/Confirming Party or is otherwise connected to the Seller/ Confirming Party and the Purchaser(s) confirms that notwithstanding such relationship/connection, the Purchaser(s) shall have no doubts as to the independence or impartiality of the said Sole Arbitrator....."

16. 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. Section 88 of the Act also provides 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* and followed in case of *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, 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. Therefore, by applying same analogy, the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.
17. Therefore, in view of the above judgements and considering the provision of the Act, the authority is of the view that complainant is well within her rights to seek a special remedy available in a beneficial Act such as the Consumer Protection Act, 1986 and Act of 2016 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. Findings on the relief sought by the complainant.

E.1 Direct the respondents to return sale consideration sum of Rs. 82,20,191/- towards the principle amount along with interest w.e.f. 06.03.2017 till the date of realization.

18. In the present complaint, the complainant intend to withdraw from the project and is seeking return of the amount paid by her in respect of subject apartment along with interest at the prescribed rate as provided under section 18(1) of the Act. Section 18(1) of the Act is reproduced below for ready reference.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building,-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

19. Clause 5.1 along with 1.6 of the agreement to sell provides for handing over of possession and is reproduced below:

5.1 The Seller/Confirming Party proposes to offer possession of the Unit to the Purchaser(s) within e Commitment Period. The Seller/Confirming Party shall be

additionally entitled to a Grace Period of 10 days after the expiry of the said Commitment Period for making offer of possession of the said Unit.

1.6 "Commitment Period" shall mean, subject to, Force Majeure circumstances; intervention of statutory authorities and Purchaser(s) having timely complied with all its obligations, formalities or documentation, as prescribed/requested by Seller/Confirming Party, under this Agreement and not being in default under any part of this Agreement, including but not limited to the timely payment of instalments of the sale consideration as per the payment plan opted, Development Charges (DC), Stamp duty and other charges, the Seller/Confirming Party shall offer the possession of the Unit to the Purchaser(s) within a period of 42 months from the date of sanction of the building plan or execution of Flat Buyer's Agreement, whichever is later.

20. At the outset, it is relevant to comment on the preset possession clause of the agreement wherein the possession has been subjected to but subject to force majeure, political disturbances, circumstances cash flow mismatch and reason beyond the control of the company. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoters and against the allottees that even a single default by the allottee in making payment as per the plan may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the agreement to sell by the promoters are just to evade the liability towards timely delivery of subject unit and to deprive the allottees of his right accruing after delay in possession. This is just to comment as to how the builder has misused their dominant position and drafted such mischievous clause in the agreement and the allottees are left with no option but to sign on the dotted lines.

21. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by her at the rate of 18% p.a. However, allottee intends to withdraw from the project and is seeking refund of the amount paid by her in respect of the subject unit with interest at prescribed rate as provided 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.

22. 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.
23. 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., 13.05.2022 is **7.40%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **9.40%**.
24. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding contravention as per provisions of rule **18(1)**, the Authority is satisfied

that the respondents are in contravention of the provisions of the Act. By virtue of clause 1.6 of the agreement to sell executed between the parties on 06.03.2013, the possession of the subject apartment was to be delivered within a period of 42 months from the date of execution of flat buyer's agreement. Therefore, the due date of handing over of possession is 06.09.2017. Further, the authority observes that there is no document place on record from which it can be ascertained that whether the respondents have obtained occupation certificate though applied for the same as per their version on 18.01.2021. Neither occupation certificate of the project has been received nor the respondents have offered possession of the allotted unit to the complainants. So, in view of the above-mentioned facts, the allottee intends to withdraw from the project and is well within her right to do the same in view of section 18(1) of the Act, 2016. Further, the authority has no hitch in proceeding further and to grant a relief in the present matter in view of the recent judgement ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** (Supra)

25. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondents is established. As such, the complainant is entitled to refund the entire amount paid by her at the prescribed rate of interest i.e., @ 9.40% p.a. from the date of payment of each sum till its actual realization as per

provisions of section 18(1) of the Act read with rule 15 & 16 of the rules, 2017.

F. Directions of the authority


26. 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/promoters are directed to refund the entire amount of Rs. 82,20,191/- paid by the complainant along with prescribed rate of interest @ 9.40% p.a. 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 respondents to comply with the directions given in this order and failing which legal consequences would follow.

27. Complaint stands disposed of.

28. File be consigned to registry.

V.I. - 
(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.05.2022