

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

Complaint no. : 1574 of 2019
First date of hearing: 05.09.2019
Date of decision : 31.05.2022

1. Rajinder Chaudhri
2. Sushma Chaudhri

Address: G/4, Block-G, Lajpat Nagar-I,
Delhi-110024

Complainants

Versus

M/s Pareena Infrastructure Pvt. Ltd.
Regd. Office at: - C-1(7A), 2nd Floor, Omaxe
City Centre, Sohna Road, Gurugram

Respondent

CORAM:

Shri KK Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Shri Rajinder Chaudhri
Shri Prashant Sheoran

Complainant in person
Advocate for the respondent

ORDER

1. The present complaint dated 30.04.2019 has been filed by the complainants/allottees 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. Earlier the complaint filed in this regard was disposed by Adjudicating officer on 17.08.2021 allowing refund of the amount deposited by the complainants besides interest at prescribed rates and costs. Feeling aggrieved with the same the respondent/ builder challenged that order before the Appellate Tribunal and who vide its order dated 13.05.2022 set aside the same in view of the ratio of law laid down in case of **M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP & others 2021 2022 (1) R.C.R (Civil) 357** and the case was sent to the Authority for dealing as per law.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Heads	Information
1.	Name and location of the project	"Coban Residences", sector-99A, Gurgaon
2.	Nature of the project	Group Housing Project
3.	Project area	10.5875 acres
4.	DTCP license no.	10 of 2013 dated 12.03.2013 valid up to 11.03.2024
5.	Name of license holder	M/s Monex Infrastructure Pvt. Ltd.

6.	RERA Registered/ not registered	Registered Vide no. 35 of 2020 issued on 16.10.2020 valid up to 11.03.2024 + 6 months covid=11.09.2024
7.	Apartment no.	504, 5th Floor, Tower T3 [page no. 75 of complaint]
8.	Unit measuring	1997 sq.ft. of super area [page no. 75 of complaint]
9.	Date of provisional allotment letter	26.12.2013 [page no.60 of complaint]
10.	Date of start of construction	16.10.2014 [as per statement of account on page no. 146 of complaint]
11.	Date of builder buyer agreement	14.03.2015 [page no. 73 of complaint]
12.	Possession clause	3.1 Possession "That the developer shall, under normal conditions subject to the force majeure, complete construction of tower/ building in which the said flat is to be located with 4 years of the start of construction or execution of this agreement whichever is later, as per the said plans and specifications seen and accepted by the Flat Allottee."
13.	Due date of possession	14.03.2019 [calculated from the date of agreement as it is later than the date of start of construction]
14.	Total consideration	Rs. 93,65,930/- (BSP)

		[as per agreement on page no. 75 of complaint] Rs. 1,18,02,284/- [as per payment plan on page no. 98 of complaint]
15.	Total amount paid by the complainants	Rs. 1,05,98,325/- Rs. 1,17,00,000/- [as alleged by complainants]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

Rs 1,06,20,290/-

15-07-2022

B. Facts of the complaint

- That complainants had provisionally booked a residential apartment of approx. 1997 sq. ft. in the project named as "Coban Residences" of the respondent situated at sector 99-A, Gurugram, Haryana for a basic sale price of Rs. 4896/- per sq. ft., and they had paid an amount of Rs. 8,50,000/- through cheque on 27.01.2013 and through RTGS on 01.02.2013 of Rs. 4,50,000/- which was duly acknowledged by respondent on 30.07.2013.
- That the apartment buyer agreement was executed between the parties on 14.12.2013 and thereafter the respondent issued the provisional allotment letter dated 26.12.2013 in respect of the said unit. Further, the respondent provided the price list of the unit to the complainants.
- That thereafter, complainants moved an application dated 29.08.2014 to the higher authorities i.e. President of India, C.M. Haryana, Consumer Forum, SHO Lajpat Nagar, New Delhi,



Director CBI of India, Commissioner CVC of India, CJ of India, Supreme Court of India etc. against the respondent, as well. On 24.09.2014, the complainants again moved an application to the higher authorities i.e. President of India, C.M. Haryana, Consumer Forum, Commissioner of Police, New Delhi, Chief Sectt. Haryana, Home Minister etc. The respondent revised the basic sale price from 4896 to 4690 per Sq. Ft. of the above said flat with a condition that the complainants withdrew the complaint, and which was withdrawn on 13.02.2015.

6. That thereafter, a fresh apartment buyer agreement was executed and signed between the parties in respect of the above said flat with revised basic sale price from 4896 to 4690 per sq. ft.
7. That till date, the complainants have paid more than 90% of the total sale consideration of the flat to the respondent.
8. That at the time of negotiations before the booking of the unit and making payment to the respondent in the shape of cheques/bank transfer, the complainants were lured by respondent to invest in the project on the pretext that delivery of the apartment will be done within 48 months from the date of booking. As per clause no. 3.1 of the apartment buyer agreement, the possession of the unit was to be handed over to the complainants within 48 months from the date of signing of the agreement.
9. That the complainants paid timely payments as per their demands in respect of the above said Flat, and due to which

the respondent allowed rebate of Rs. 110/- per sq. ft. for timely payment from the total sale consideration.

10. That the complainants visited the site where the project is to be developed by the respondent and were shocked to see that the construction work was not going on in progress by the respondent and from physical verification at the project site, the complainants was sure that the respondent would not be able to deliver the possession of apartment/unit in near future.
11. The complainants repeatedly followed up with the officials of the respondent for compensate them for delayed possession, but the respondent avoided the matter on one pretext or the other.
12. That the complainants visited the office of the respondent several times, but the respondent had not given any satisfactory reply to them, even the respondent has not been given any information regarding completion of the project and handing over the possession of apartment/unit.
13. That the respondent has ignored the request of the complainants to compensate them. It is pertinent to mention here that the terms of the agreement are completely one sided and favoured only the company and the same has been formulated in a way that they can take undue advantage of their dominant position.

14. That the complainants have paid a substantial amount of more than 90% towards the consideration of the unit/flat which amounts to the entire demand raised by the respondent till date. The respondent, on the other hand, is enjoying the money collected from the buyers by putting it for their own use and their other projects.
15. That thereafter, on 20.03.2019, the complainants sent a legal notice through registered/speed post whereby the respondent was advised to compensate the complainants but not in vain.
16. That under the above said provision 18 of RERA, the respondent is bound, and the complainants are entitled to refund of amount paid by them to it in respect of the above said flat and are also entitled to interest on the amount from the respondent.

C. Relief sought by the complainants:

17. The complainants have sought the following relief:
 - To grant the refund of total amount paid along with interest at 10.75% p.a. till date.
18. 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.

19. That the present compliant is not maintainable in the present form and before the Authority. It is submitted that the complainants have filed the present complaint in order to seek refund of entire amount along with interest. It is submitted that as per the provisions of RERA, Authority has no jurisdiction to grant compensation or refund.
20. That the respondent is in the process of developing a residential group housing colony in sector-99A, Gurugram. The said colony is being developed in the name of "COBAN RESIDENCES".
21. That the construction work of the said project is at an advanced stage and the structure of various towers has already been completed and remaining work is endeavoured to be completed as soon as possible.
22. That the respondent is committed a real estate developer, who is developing various residential colonies as per rules and law.
23. That it has become a matter of routine that baseless and unsubstantiated oral allegations are made by allottees against the respondent with a mere motive of avoiding the payment of balance consideration and charges of the unit in question. If such frivolous allegations would be admitted, then its other genuine allottees of the project, who will stand to be adversely affected. In these circumstances, the present complaint deserves to be dismissed.

24. That the unit of the complainants is now located on the 5th floor of tower no.3 of the project. The structure work of this tower is complete, the brick work is also complete, wall conduit is completed till 5th Floor, internal plaster work is in progress, internal door frames completed till 5th floor, machine room and water tank of this tower is completed. That the work is still in progress. This is despite of the fact that allottees are not making payment on time of due instalments. That even the present complainants obstructed the working of respondent as explained in later paragraphs. That in the similar manner there are several other customers who either delayed payment or never paid the instalments, causing extreme pressure on the respondent in executing the construction work. That since the payments of the due instalments are beyond the control of respondent, thus the respondent is entitled to reasonable extension of time in order complete the project and thus, it is not liable to pay penalty as claimed by the complainants.
25. That since the complainants had signed the apartment buyer agreement out of their own accord and free will, they are also bound by the terms and condition of the same. It is submitted that as per clause 3.1, the date of possession was to be offered 4 years from the start of construction or execution of the agreement, whichever is later with a grace period of 6 months as per clause 5.1 of the agreement. It is submitted that the agreement in question was executed on 14-03-2015. Thus, legally the period of offer of possession shall starts from said

date. That in view of above stated clauses the date of possession is yet to arrive thus the present complaint is premature and is liable to be dismissed on this ground alone.

26. The respondent is also entitled to reasonable extension in time on account of delay due to any reason beyond its control. This is evident from clause 3.3 and 15 of the agreement. That admittedly the completion of project is dependent on collective payment by all the allottees and just because few of the allottees are making the payment of demand amounts, the same does not fulfil the criteria of collective payments. It is submitted that numerous allottees have defaulted in payments demanded by respondent, which has resulted in delaying of completion of project. Even then the respondent is trying to complete the project as soon as possible by managing available funds.
27. That thereafter, the respondent had demanded an amount of Rs. 11,77,971/- vide demand letter dated 03.08.2013. It is further submitted that against that demand letter, the complainants had paid the amount demanded through RTGS on 04.09.2013. It is submitted that in the said demand letter, it was specifically mentioned as 20% of BSP is Rs. 19,55,462/- . It is further submitted that if the said BSP is calculated, then the agreed rate shall come to Rs. 4896/- per sq. feet against a unit of an area measuring 1997 sq. feet.
28. That thereafter the respondent had allotted a unit bearing no. 1702 on 17th floor to the complainants. It is submitted that generally (as in the present case) the units on higher floor are

less expensive than the units on lower floors as the PLC is higher on lower floors. It is submitted that the complainants vide letter dated 10.12.2013 had requested to allot a unit on lower floor due to health reasons and also agreed that they would pay 9% of the PLC which is applicable.

29. That the complainants approached the respondent through a broker namely Right Mega Structure Pvt. Ltd. and the complainants also requested the respondent through said broker vide letter dated 23.12.2013 that the complainants want to change unit from 1702 to 504 in the same tower. That thereafter the complainants have applied for unit no. 504 through an application duly signed by both of them complainants. That on the basis of requests of the complainants, respondent had allotted a unit no. 504 measuring 1997 sq. feet and on the basis of the same an apartment buyer agreement was executed between the complainants and respondent.
30. That even in the said apartment buyer agreement the rate of the unit was mentioned as Rs.4896/- per sq. ft. That thereafter instead of complying with the terms and conditions of the said agreement, the complainants started filing false and frivolous applications/ complaints before numerous authorities detailed earlier levying some baseless allegations that the broker namely right infrastructure Pvt. Ltd. had promised them that the rate of basic sale price would be 4690 and instead of broker's promise the builder was charging rate of 4896 per sq. feet.

31. That such an Act on the part of complainants is intentional in order to avoid making payment of the unit at agreed rate i.e. 4896 per sq. feet. That the complainants dragged the respondent in several litigations just in order to put pressure and to get their illegal demand accepted.
32. That since the respondent has numerous responsibilities and was not willing to indulge in litigation qua the project in question, thus, in order to settle the matter, an apartment buyer agreement dated 14.03.2015 was executed between the parties after cancelling the earlier agreement. That in the said fresh apartment buyer agreement, the basic sale price was fixed as Rs.4690 per sq. feet however, the said rate was agreed only to avoid false and frivolous litigations which the complainants initiated against the respondent and for the fact that they assured that they would pay all the money on time, which they failed. Thus, such litigations caused obstructions in day-to-day business directly affecting the construction work.
33. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of authority

34. The respondent has raised objection regarding jurisdiction of authority to entertain the present complaint and the said objection stands rejected. The authority observes that it has

territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

35. 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

36. 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 promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

37. 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.

F. Findings on the relief sought by the complainants.

F.I To grant the refund of total amount paid along with interest at 10.75% p.a. till date.

38. As per the possession clause 3.1 of the buyer's agreement, the promoter proposed to hand over the possession of the subject apartment within a period of 4 years of the from the date of start of construction or execution of this agreement, whichever was later. The buyer's agreement was executed between the parties on 14.12.2013 and which led to payment of various amounts by the complainants to the respondent. Later on, that allotment was changed from 17th floor to 5th floor on the basis of request dated 23.12.2013 and the same led to execution of second buyer agreement dated 14.03.2015 between the parties. The date of start of construction (on start of excavation) is 16.10.2014 and the date of agreement is 14.03.2015. So, the due date is being calculated from the date of execution of agreement as it is later. Therefore, the due date

of handing over possession of the subject unit comes out to be 14.03.2019. As a matter of fact, in this case the respondent has not obtained occupation certificate till date from the concerned authority and has failed to offer possession of the subject unit to the complainants till date. There is nothing on the record to show that whether the respondent has applied for occupation certificate in respect of the project in question. It is the failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement and to hand over the possession within the stipulated period. 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 respondent is established. In case of **Manoj Aggarwal and ors. Vs. Orris Infrastructure Pvt. Ltd. and Ors.** (Case no. 2009 of 2017 decided on 20.07.2020), the Hon'ble National Consumer Disputes Redressal Commission, New Delhi has held that the allottees have a right to ask for refund if the possession is inordinately delayed and particularly beyond one year and the relevant para of the order is reproduced below:

"19. Clearly the OPs have not been able to complete the project in time and to deliver the possession of properties in question to the respective complainants in time as per the allotment letter or the Apartment Buyer Agreement. It is now clearly established that the allottees have right to ask for refund if the possession is inordinately delayed

and particularly beyond one year..."(Emphasis supplied)

39. Furthermore, the Hon'ble Supreme Court of India in civil appeal no. 3591 of 2020 titled as ***M/s Imperia Structures Ltd. v. Anil Patni and Anr.*** MANU/SC/0811/2020: 2020(10) SCC 783 (dated 02.11.2020) held that section 18 of the Act of 2016 confers an unqualified right upon an allottee to get refund of the amount deposited with the promoter and interest at the prescribed rate, if the promoter fails to complete or is unable to give possession of an apartment as per the date specified in the buyer's agreement and the para 25 of the said judgement is reproduced below for ready reference:

"25. In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the Project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by the allottee has to be refunded with interest at such rate as may be prescribed. The proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the Project. In that case he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is up to the allottee to proceed either Under Section 18(1) or under proviso to Section 18(1). The case of Himanshu Giri came under the latter category. The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the Project or claim return on his investment."

(Emphasis supplied)

40. Similarly, the Hon'ble Supreme Court in case of ***M/s Newtech Promoters and Developers Private Limited Vs. State of U.P. and Ors. 2021-2022(1) RCR (civil) 357***, has held that the legislature has consciously provided the 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 and 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. The relevant paras of the judgement are reproduced below for a ready reference:

*"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.

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."

(Emphasis supplied)

41. The Hon'ble Apex Court in a recent judgement passed in civil appeal no. 1816 of 2022 titled as **M/s Imperia Structure Limited Vs. Brig. Harit Pant** on dated 28.03.2022 has upheld the law laid down in case of **M/s Imperia Structures Ltd. vs. Anil Patni and Anr. (supra)** and has observed as under:

25. In terms of Section 18 of the RERA Act, if a promoter fails to complete or is unable to give possession of an apartment duly completed by the date specified in the agreement, the promoter would be liable, on demand, to return the amount received by him in respect of that apartment if the allottee wishes to withdraw from the Project. Such right of an allottee is specifically made "without prejudice to any other remedy available to him". The right so given to the allottee is unqualified and if availed, the money deposited by

the allottee has to be refunded with interest at such rate as may be prescribed. The proviso to Section 18(1) contemplates a situation where the allottee does not intend to withdraw from the Project. In that case he is entitled to and must be paid interest for every month of delay till the handing over of the possession. It is up to the allottee to proceed either Under Section 18(1) or under proviso to Section 18(1). The case of Himanshu Giri came under the latter category. The RERA Act thus definitely provides a remedy to an allottee who wishes to withdraw from the Project or claim return on his investment.

3. Since the National Commission has followed the decision of this Court in Imperia Structures Ltd. (supra), we see no reason to entertain this appeal."
(Emphasis supplied)

42. The counsel for the respondent draws attention of the authority regarding refund matters wherein the authority has taken a consistent view that instead of refund, delayed possession charges be allowed in cases where project is near completion, delay is not abnormal and at the same time, the project is not stalled, and refund may adversely affect progress/ completion of the project thereby adversely affecting rights of other allottees who are still waiting for their units to be completed. But the Authority now keeping in view the judgement of Hon'ble Supreme Court of India in **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (supra)** has accepted the unqualified right of an allottee to seek refund under section 18(1) of the Act, 2016 which gives an unqualified right to an allottee to seek refund

in case the promoter is unable to complete the project by the due date as per agreement for sale. But such right should have been exercised after due date is over and before possession is offered by the promoter. In this eventuality only, it can be safely concluded that the allottees have chosen to continue with the project as they have not demanded the requisite refund on failure of the promoter or unable to give possession before the due date as per BBA. But here also in hardship cases or extreme delay, the unqualified right of the allottee to seek refund find favours with the authority in consonance with the spirit of the judgment of *ibid* of Hon'ble Supreme Court of India.

43. The counsel for the respondent also submitted that time of four years be counted from the date of execution of second agreement between the parties i.e., 14.03.2015 and the respondent be also allowed 6 months additional period although no such grace period has been mentioned in the possession clause of the agreement. Even if same is allowed, the respondent had to deliver possession by 14.09.2019. The complainants have filed this application on 26.04.2019 and even till date the unit is not ready for possession as no OC has been obtained and only an application for that purpose has been made on 28.04.2022. There is a delay of more than two

and half years even if every concession regarding due date of possession as per BBA is given in favour of respondent.

44. On consideration of the documents available on record and submissions by both the parties, the authority observes that when the complainants-allottees intend to withdraw from the project, they are well within their right to do the same, keeping in view the provisions of section 18(1) of the Act, 2016. The respondent has failed to hand over possession of the subject unit in terms of the buyer's agreement and to abide by the terms of the buyer's agreement. Thus, the authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which was allotted to him and for which he has paid a considerable amount towards the sale consideration. As such, the complainants are entitled to refund of the entire amount paid by them along with interest at prescribed rate as per provisions of section 18(1) of the Act read with rule 15 of the rules. Therefore, in view of the above, the authority directs the respondent-promoter in a such case to return the amount received by it from the complainants-allottees along with interest at the prescribed rate of 9.50% p.a. from the date of deposit till the date of recovery of the amount within 90 days from the date of the order as per rule 16 of the Haryana Rules, 2017.

H. Directions of the authority

45. 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 is directed to refund the deposited amount of Rs. ~~1,05,98,325/-~~ ^{Rs 1,06,20,290/-} and as received by him from the complainants allottees along with interest at the rate of 9.50% p.a. from the date of deposit till the date of recovery of the amount within 90 days from the date of this order as per rule 16 of Haryana Rules, 2017.

15-7-2022

46. Complaint stands disposed of.

47. File be consigned to registry.


(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 31.05.2022