

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

**Complaint no. : 5363 of 2019**  
**First date of hearing: 06.02.2020**  
**Date of decision : 09.08.2022**

1. Poonam Marwah S/o Dharam Pal Lal  
2. Rajesh Marwah S/o Om Prakash Marwah  
Both RR/o: Close North, tower 9, flat-1401,  
Nirvana Country, Sector 49, Gurugram, Haryana

**Complainants**

Versus

M/s Vatika Limited  
Office: 4<sup>th</sup> 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. K.K. Kholi (Advocate)  
Sh. C.K. Sharma & Dhruv Dutt Sharma  
(Advocates)

**Complainant**

**Respondent**

**ORDER**

1. The present complaint dated 27.11.2019 has been filed by the complainant/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*.

**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	"Vatika India Next" at Sector 81,82A,83,84 and 85, Gurgaon, Haryana.
2.	Nature of the project	Residential plotted colony
3.	Project area	393.358 acres
4.	DTCP license no.	113 of 2008 dated 01.06.2008 valid upto 31.05.2018 71 of 2010 dated 15.09.2010 valid upto 14.09.2018 62 of 2011 dated 02.07.2011 valid upto 06.09.2017 76 of 2011 dated 07.09.2011 valid upto 06.09.2017
6.	RERA Registered/ not registered	Not registered
7.	Plot no.	37, second floor (page 27 of complaint)
8.	Unit area admeasuring	360 sq. ft. (Page no. 27 of complaint)
9.	Date of allotment	02.04.2012 (annexure P3, page 23 of complaint)
10.	Date of builder buyer agreement	12.09.2012 (annexure P4, page 24 of complaint)
12.	Due date of possession	12.09.2015
	Possession clause	<b>15 Schedule for possession of the said apartment</b> <i>The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said house/said residential floor within a period of 3 years from the date of execution of this Agreement unless there shall be delay or there</i>

		<i>shall be failure due to reasons mentioned in other clauses herein or due to failure of Allottee(s) to pay in time the price of the said Residential Floor along with all other charges and dues in accordance with the schedule of payments given in Annexure II or as per the demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement.....</i> <b>Emphasis supplied</b>
13.	Total sale consideration	Rs. 88,22,313/- [as per SOA dated 02.09.2021 on page 38 of reply]
14.	Amount paid by the complainant	Rs. 27,11,833/- [as per SOA dated 02.09.2021 on page 38 of reply]
15.	Occupation certificate	Not obtained
16.	Email w.r.t refund	10.09.2020

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint:
  - I. The complainants approached the respondent for booking a premium floor in the "Vatika India Next", sector 82, Gurugram. The initial booking amount of Rs. 4,13,855/- was paid through cheque dated 13.02.2012. The respondent again raised the demand of Rs. 8,27,708/- and complainants had paid in time bound manner. Thereafter, a unit bearing no. 37/360/SF/Srd-1/VIN with PLC charges of Rs. 6,60,000/- was allotted vide allotment letter dated 02.04.2012. On 12.09.2012, a buyers' agreement was executed between the parties. The total cost of the said floor is Rs. 88,22,313/- exclusive PLC, IFMS & electrical meter charges out of this a sum of Rs. 27,11,833/- was paid by the allottees, before 31.07.2013, as per demand raised by respondent.
  - II. The respondent raised the false 4<sup>th</sup> Installment milestone on completion of foundation work on dated 24.09.2014 with 18% interest on some dues

portion of previous installment. The complainants visited the site for seeing the progress the allotted unit. They were shocked when found that foundation was even not started but builder raised the demand for milestone for completion of foundation. They immediately visited corporate office and made request for waiver of previous interest which was imposed on them and for give up the false raised demand, but builder not respond on the issue of false demand. This malafide activity of builder created suspicion about this project having all requisite approval like environment clearance, building plan approval or not. After that they again requested to builder for official site visit through email dated 04.07.2015 & 06.07.2015. But in reply, the builder refused them for site visit.

- III. The complainants clearly see how builder sent them illegal demand without achieving milestone of construction and when they raised issue the builder not giving any reply. The builder violated the own term of agreement and raised false demand against given payment plan. In mean time, builder sent the intimation for change unit 37/360/SF/SRd-1/VIN to second floor, 29, E-1, Vatika India Next on dated 03.09.2015, without getting any consent from complainants which was vehemently objected by them being unilateral, arbitrary and one sided and done without their consent. The builder sent the addendum agreement for new unit which was not signed by the complainants. They found builder raised false demand and mean time, the builder changed the unit. All suspicion of buyer converted into belief and they made again request for cancellation of unit, but builder kept their money illegally.
- IV. The complainants again requested for site visit, but builder did not reply. It was realized that they had been foxed and badly cheated of their hard earned money as the respondent builder/developer extracted for the

allotted unit. After failing to get any response from the respondent to the various posers from time to time, request for refund of monies, and facing a deluge of persistent unqualified demands from the respondent. The respondent was liable to hand over the possession of an allotted unit before 12.09.2015 as per floor buyer agreement clause no. 15.

- V. That after delay in possession, the respondent sent an intimation of possession letter dated 12.02.2016. The complainants again made request for site visit and copy of OC, but builder out rightly denied both the requests and asked firstly to pay dues and then it would arrange site visit and furnish the copy of OC. The offer of possession was legal or illegal still suspicion. It is reiterated that the complainants got illegal offer of possession for new unit which was not accepted by them, in any manner and refused in toto unit no. 37/360/SF/SRd-1/VIN got illegally changed into unit no. to second floor, 29, E-1 Vatika India Next vide a letter dated 03.09.2015. The respondent/builder was not given any justification to his unjust, unfair and illegal deeds. The respondent indulged in unfair, unreasonable, trade practice from the inception. The respondent finally issued illegal and arbitrary letter for termination of floor on dated 05.05.2016. The respondent terminated the allotment of the floor, never accepted by complainant. Hence, termination letter of builder is absurd.
- VI. That after many requests of refund to which the builder did not hear, finally complainants had email the builder for waiver in interest dated 21.02.2018. In reply dated 21.02.2018, builder agreed to waive off the interest with condition of withdrawal of complaint which was filed by complainants in EOW and forced them for signed an indemnity bond for not filing any litigation against builder. But the builder wished to get indemnity bond without any advance commitment of waiver off interest being illegal, unilateral and discriminatory.

VII. The complainants made lots of efforts to exit from that kind of harassment and even tried to resale the said unit due to discrepancy in document, lots of interest shown in account statement @18% per annum and denial of bank for home loan but all exercise was wasteful. It is submitted that the commercial viability of any investment into housing projects exists only till the sellers deliver possession on or before the promised time or if compensation is paid in lieu of delay and is further eroded when burdensome and onerous conditions and covenants are imposed upon the buyers. Due to unfair unreasonable trade practices adopted by builder from the very beginning like change of unit no., development of floor committed in the agreement and the payment plan, excess delay in possession as well as lots of default on the part of builder, termination of plot and forfeiture of earnest money amounts to unfair and illegal trade practices. The respondent has indulged in all kinds of tricks and blatant illegality, misrepresentation and caused deliberate and intentional huge mental and physical harassment of the complainant and their family. All the savoured dreams, hopes and expectations of the complainants have been rudely and cruelly been dashed to the ground and they are eminently justified in seeking return of the entire money with interest.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s).
  - a. Direct the respondent to refund paid amount with interest of paid amount of Rs. 27,11,833/- along with pendente lite and future interest thereon @18%.
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. The respondent humbly submits that each and every averment and contention, as made in the complaint, unless specifically admitted, be taken to have been categorically denied by respondent and may be read as travesty of facts. The reliefs sought by the complainants appear to be on misconceived and erroneous basis. Hence, the complainants are estopped from raising the pleas, as raised in respect thereof, besides the said pleas illegal, misconceived and erroneous.
  - b. That apparently, the complaint filed by the complainant is abuse and misuse of process of law and the reliefs claimed as sought for, is liable to be dismissed. No relief much less any interim relief, as sought for, is liable to be granted to the complainants. They have miserably and wilfully failed to make payments in time or in accordance with the terms of the floor buyers' agreement. It is submitted that the complainants have frustrated the terms and conditions of the buyers' agreement, which were the essence of the arrangement between the parties. So, the complainants now cannot invoke a particular clause, and therefore, the complaint is not maintainable and should be rejected at the threshold. The complainants have also misdirected in claiming refund on account of alleged delayed offer for possession. It has been categorically agreed between the parties that subject to the complainants having complied with all the terms and conditions of the buyers' agreement and not being in default under any of the provisions of the said agreement and having complied with all provisions, formalities, documentation etc., the developer contemplates to complete construction of the said residential floor within a period of 3 years from the date of execution of the agreement unless, there shall be delay due to failure of allottee(s) to pay in time the price of the said residential floor. It is pertinent t

mention here that the respondent had offered possession to the complainants vide letter dated 12.02.2016 and reminder letter dated 08.06.2018.

- c. The respondent has offered the possession to the complainants before the Act came into the force and as such the complaint is not maintainable and liable to be dismissed. The complainants have failed to make payments in time in accordance with the terms and conditions as well as payment plan annexed with the buyers' agreement and as such the complaint is liable to be rejected. It is submitted that out of the total consideration of Rs. 88,22,313/- of the floor, the amount actually paid by the complainant is Rs. 27,11,833/- i.e., around 30% of the total consideration. It is further submitted that there is an outstanding amount of Rs. 97,42,274/- including interest payable by the complainants as on 03.12.2019, as per the construction linked plan opted by them. It is further submitted that the complainants are real estate investors who have made the booking with the respondent only with an intention to make speculative gains and huge profit in a short span of time. However, it appears that their calculations and planning have gone wrong on account of severe slump in the real estate market and the complainants are now raising several untenable pleas on highly flimsy and baseless grounds. The complainants after defaulting in complying with the terms and conditions of the floor buyer's agreement, now want to shift the burden on the part of the respondent whereas it has suffered a lot financially due to such defaulters like the present complainants.
- d. The respondent has already completed the construction of the unit allotted to the complainants. The respondent would hand over the possession of the unit to the complainants upon the payment of the





remaining dues by the complainants. It is pertinent to mention here that large numbers of families have already shifted after having taken possession in the said project. It is submitted that the complainants are deliberately dragging and avoiding taking over the possession of the said unit for the reasons best known to them.

- e. It is to be appreciated that a builder constructs a project phase wise for which it gets payment from the prospective buyers and the money received from the prospective buyers are further invested towards the completion of the project. It is important to note that a builder is supposed to construct in time when the prospective buyers make payments in terms of the agreement. It is submitted that it is important to understand that one particular buyer who makes payment in time can also not be segregated, if the payment from other prospective buyers does not reach in time. It is relevant that the problems and hurdles faced by the developer or builder have to be considered while adjudicating complaints of the prospective buyers. It is relevant to note that the slow pace of work affects the interest of a developer, as it has to bear the increased cost of construction and pay to its workers, contractors, material suppliers, etc. It is most respectfully submitted that the irregular and insufficient payment by the prospective buyers such as the complainants freezes the hands of developer/builder in proceeding towards timely completion of the project.

7. 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**

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

**E.I Territorial jurisdiction**

9. 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**

10. 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.*

11. 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.

12. 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."*

13. 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 objections raised by the respondent.**

**F.I Objections regarding the complainant being investors:**

14. It is pleaded on behalf of respondent that complainants are investors and not consumers. So, they are not entitled to any protection under the Act and the complaint filed by them under Section 31 of the Act, 2016 is not

maintainable. It is pleaded that the preamble of the Act, states that the Act is enacted to protect the interest of consumers of the real estate sector. The Authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumers of the real estate sector. It is settled principle of interpretation that preamble is an introduction of a statute and states the main aims and objects of enacting a statute but at the same time, the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainant is buyer and paid considerable amount towards purchase of subject unit. At this stage, it is important to stress upon the definition of term allottee under the Act, and the same is reproduced below for ready reference:

*"Z(d) 'allottee' in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold(whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."*

14. In view of above-mentioned definition of allottee as well as the terms and conditions of the flat buyer's agreement executed between the parties, it is crystal clear that the complainant is an allottee as the subject unit allotted to them by the respondent/promoter. The concept of investor is not defined or referred in the Act of 2016. As per definition under section 2 of the Act, there will be 'promoter' and 'allottee' and there cannot be a party having a

status of 'investor'. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal No.0006000000010557 titled as **M/s Srushti Sangam Developers Pvt Ltd. Vs Sarvapriya Leasing (P) Ltd. and anr.** has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottee being an investor are not entitled to protection of this Act also stands rejected.

**F.II Objection regarding force majeure circumstances:**

15. The respondent builder took a plea that the problems and hurdles faced by it such as increased cost of construction, payment to its workers, contractors, material suppliers, etc. would be considered while adjudicating complaints of the prospective buyers. The authority observes that the respondent is very clear in expressing the hurdles faced by it but failed to provide any specific force majeure circumstances that lead to hurdles faced by it such as increased cost of construction, payment to its workers, contractors, material suppliers, etc. It is further observed that it was obligation of the respondent to complete the project as per terms of the agreement to which no excuse can be taken. In view of these circumstances, no grace on account of force majeure circumstances can be allowed to the respondent/builder.

**G. Findings on the relief sought:**

**G.I Direct the respondent to refund the paid amount along with interest.**

16. The complainants submitted that they booked a unit in the project of the respondent for a total sale consideration of Rs. 88,22,313/- out of which they have made a payment of Rs. 27,11,833/-. The respondent assured the



complainant to handover the said unit within 3 years from the date of execution of agreement. The buyers' agreement was executed on 12.09.2012. Therefore, as per possession clause 15 of the buyers' agreement the due date is 12.09.2015. The builder violated the terms and conditions of agreement and raised false demand against given payment plan. In mean time builder sent the intimation for change unit 37/360/SF/SRd-1/VIN to second floor, 29, E-1 Vatika India Next on dated 03.09.2015, without getting any consent from the complainants which was vehemently objected by them. The builder sent an addendum agreement for new unit which was not signed by the complainants. It is also pertinent to mention here that the respondent sent an intimation of possession vide letter dated 12.02.2016, which is not valid as the OC of the unit has not been received till date as the same was not accepted by the complainants. Thereafter, on 05.05.2016, the respondent issued a notice for termination letter on account of non-payment but that was only a notice and not the cancellation letter of the unit. It is pertinent to mentioned here that the unit was not cancelled till date. The complainants many times requested the respondent to refund but it was never replied. Therefore, the complainants had emailed the builder for waiver in interest dated 21.02.2018 in reply dated 21.02.2018, builder ready to waive off the interest with condition of withdrawal of complaint filed by the complainants in EOW and forced them to sign an indemnity bond for not filing any litigation against builder. The respondent denied as averred that the complainants again requested for site visit and copy of OC or that it out rightly denied the request of the complainants. It is further denied that the

offer of possession was illegal. It is submitted that the complainants defaulting in complying with the terms and conditions of the floor buyers' agreement. The respondent denied all averments of the complainants.

17. On consideration of the above-mentioned facts and submissions made by both the parties, the authority is in the view that, the complainant booked a unit in 2012 and made payment of Rs. 27,11,833/- against the total consideration of Rs. 88,22,313/-. The complainant submitted that the respondent assured them that the unit would be delivered within 3 years from the date of execution of buyers' agreement. Moreover, as per the clause 10 of the buyers' agreement the possession was to be delivered within 3 years from the date of agreement. Therefore, the due date of possession was 12.09.2015.
18. Keeping in view the fact that the allottee/complainants wish to withdraw from the project and 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.
19. The due date of possession as per agreement for sale as mentioned in the table above is 12.09.2015 and there is delay of 4 years 2 months 15 days on the date of filing of the complaint. 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 he 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.....”*

20. 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*

21. 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 allottees, as they wish 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.

22. This is without prejudice to any other remedy available to the allottee including compensation for which they 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.
23. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 27,11,833/- within 90 days with interest at the rate of 9.80% (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 realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**F. Directions of the authority**

24. 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. 27,11,833/- paid by the complainant along with prescribed rate of interest @ 9.80% 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 realization of the amount.



**HARERA**  
**GURUGRAM**

Complaint No. 5363 of 2019

- 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.

25. Complaint stands disposed of.

26. File be consigned to registry.

v.1 - 3  
**(Vijay Kumar Goyal)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.08.2022

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



**HARERA**  
**GURUGRAM**