



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	308 of 2021
Date of filing:	09.03.2021
Date of first hearing:	27.04.2021
Date of decision:	15.12.2022

1. Suman Gupta widow of Late Sh. Ajay Gupta
2. Sahil Gupta S/o Late Sh. Ajay Gupta

Both earlier residing at C-207, Satya Shanti Apartment,

Rohini, New Delhi and

Presently residing at 206, Dharam Kunj Aprtments,

Sector 9, Rohini,

Delhi 110085

....COMPLAINANTS

VERSUS

1. Parsvnath Developers Ltd. through its Managing Director
Office: Parsvnath Metro Tower, Near Shahdara Metro Station,
Shahdara, Delhi- 110032

....RESPONDENT(S)

2. Smt. Shagun D/o Late Sh. Ajay Gupta
R/o 1030 King Street West, Apt 948,
Toronto ON M6K 0B4,
Canada

.... PROFORMA RESPONDENT(S)



CORAM: Dr. Geeta Rathee Singh
Nadim Akhtar

Member
Member

Date of Hearing: 15.12.2022

Present: Mr. Roopak Bansal, learned counsel for the complainant through video conference
Ms. Rupali S. Verma, learned counsel for the respondent through video conference

ORDER (Dr. GEETA RATHEE SINGH - MEMBER)

1. Present complaint dated 24.08.2022 has been filed by complainant under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of The Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
 - A. **UNIT AND PROJECT RELATED DETAILS**
2. The particulars of the unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:

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S.No.	Particulars	Details
1.	Name of the project	Parsvnath Pleasant, Dharuhera, Rewari
2.	RERA registered/not registered	Un-registered
3.	DTCP License no.	129 to 138 of 2007 dated 03.03.2007
	Licensed area	112.956 Acres
4.	Date of application by Late Sh. Ajay Gupta	11.04.2006
5.	Unit no.	T19-1502
6.	Unit area	1855 sq. ft.
7.	Date of allotment	14.03.2008
8.	Date of builder buyer agreement	Not executed
9.	Deemed date of possession	Cannot be ascertained
10.	Basic sale price	₹33,39,000/-
11.	Amount paid by complainant	₹5,00,850/-
12.	Offer of possession	Not made

B. FACTS OF THE COMPLAINT

3. That, Dr. Ajay Gupta above said booked 3 three flats each measuring 1855 Sq. ft. (172.33 Sq. Mts.) in project 'Parsvnath Pleasant, Dharuhera, Rewari, Haryana' with the respondent no.1 and paid a sum of ₹4,50,000/- for each flat on 11.04.2006. A copy of the receipt issued through one

Surindra Properties giving details of the customer code and the cheque numbers is annexed as Annexure C-1 with the complaint.

4. That, later on one flat was sold to one Mr. Deepak Jain and one flat was sold to one Mrs. Megha Gupta. however thereafter the respondents have not taken any action regarding third flat and have neither executed buyer agreement nor offered possession till date.
 5. That, the above said Dr. Ajay Gupta passed away on 17.05.2020 and copy of the death certificate is annexed as Annexure C-2 with the complaint.
 6. That, Dr. Ajay Gupta son of Sh. Nanak Chand Gupta passed away on 17.05.2020 leaving behind following legal representative:
 - i) Suman Gupta widow of Late Sh. Ajay Gupta
 - ii) Sahil Gupta son of Late Sh. Ajay Gupta
 - iii) Smt. Shagun D/o Dr. Ajay Gupta
- Complainant no. 1 and 2 are presently residing in Delhi. Smt. Sagun d/o Dr. Ajay Gupta is residing in Canada and has been arrayed as a Proforma respondent as because of Covid restrictions she is unable to travel to India and sign the petition. The cause of action survives to the legal representatives above.
7. That, Dr. Ajay Gupta had paid a sum of ₹4,50,000/- for the plot.
 8. That, till date there is no agreement for sale between the parties wherein the date of delivery of possession might have been stipulated. But the promoter cannot indefinitely defer the delivery of possession after

receiving the substantial sale price. The promoter is duty bound to deliver the possession within reasonable time.

9. That, further because of inordinate delay in completion of the project the applicants wish to get the refund of the amount paid by them as the project has been delayed beyond a reasonable period and are also entitled to get interest for delay in possession on the amount paid by them to the respondent as the same represent the return on earning/amount utilized by the builder/respondent and as held by this Authority in the matter of Sanju Jain Versus TDI.
10. That, the Hon'ble NCDRC in "Shalabh Nigam versus Orris Infrastructure Pvt. Ltd. & Anr." in Consumer Case no. 1702 OF 2016 has held that the allottee can seek refund if there is inordinate delay of more than one year in delivery of possession.
11. That, similar matter has already been decided in Complaint No. RERA PKL 355/2018 titled "Pravesh Narang and another vs. M/s Parsynath Developers Ltd." A copy of order dated 17.10.2018 is annexed as Annexure C-3 with the complaint.
12. That, due to delay in possession the complainant has suffered huge mental stress and harassment and as such the complainant on account of mental harassment caused for delay in possession of the flat quantifies his claim as ₹5,00,000/- under this head. Hence, present complaint has been filed.

G. Kataria

C. RELIEF SOUGHT

13. The complainant in his complaint has prayed that the respondent be directed to:

- (a) To refund the full deposited money which is withheld with the respondent along with interest @ 18% p.a. from the date of deposit till realization in accordance with section 18(1), Section 19(4) of the Real Estate (Regulation and Development) Act 2016 and Rule 15 and 16 of Haryana Real Estate (Regulation and Development) Rules 2017.
- (b) To pay interest @ 18% per annum on the amount paid by the complainant to the respondent from the date of payment to the date of realization.
- (c) To direct the respondent to pay ₹5,00,000/- to the complainant on account of mental harassment caused for delay in possession of the shop.
- (d) To direct the opposite party to pay ₹5,00,000/- under section 12 of the Real Estate (Regulation and Development Act 2016).
- (e) To direct the opposite party to handover 10% of the estimated cost of the real estate project to the complainant under section 59 of the Real Estate (Regulation and Development), Act 2016.
- (f) To direct the opposite party to pay the costs to the complainant equivalent to the cost of similar property in the area at the present prices.
- (g) To direct the opposite party to reimburse litigation cost of ₹1,00,000/- to the complainant.

6 *J. K. Attree*

(h) Any other relief which this Hon'ble authority deems fit be passed in favour of complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 21.11.2022 pleading therein:

14. That, the present complaint is not maintainable as the complainants have not placed in record any document to prove their locus to file the present complaint. In the records of the respondent the allotment is in favour of Dr. Ajay Gupta and there is no document forthcoming in the complaint as regard to the rights of the complainant to file the present complaint.
15. That, the present complaint is grossly barred by limitation and this Hon'ble Court does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the complaint in present form. In recent judgment by the Hon'ble Supreme Court in the case of '*Surjeet Singh Sahni vs. State of U.P. and others*', 2022 SCC online SC 249, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the present case the complainant is guilty of delay and laches, therefore, his claim should be dismissed.

J. Rathore

16. That, there is no 'Agreement to Sell' between the parties and therefore, relief sought under section 18 of the RERA, Act, 2016 is not maintainable as the relief contemplated under Section 18 arises out of agreement to sale which was never executed present in the present case.
17. That, the relief sought by the complainants is not maintainable before this Hon'ble Authority as the complainants have sought multiple reliefs in his complaint, which are beyond the jurisdiction of this Hon'ble Authority.
18. Respondent in his reply has admitted that on 11.04.2006, Mr. Ajay Gupta(Original Applicant) had applied for registration for an allotment in future/upcoming project of the respondent by paying a sum of ₹4,50,000/- towards the registration.
19. That, neither location nor site of the project was confirmed at the time of registration, therefore, the original applicant while filling the application form gave undertaking that in case no allotment is made, he shall accept the refund. Copy of application form is annexed as Annexure R-1 with the reply.
20. That, on 14.03.2007, Mr. Ajay Gupta was allotted a residential flat bearing no. T-19-1502 of area admeasuring 1855 sq.ft. in project of respondent company namely 'Parsvnath Pleasant, Dharuhera, Rewari, Haryana' at basic sale price of ₹33,39,000/-. Copy of allotment letter is annexed as Annexure R-2 with the reply.

8 J. P. Ramesh

21. Respondent had admitted payment of ₹5,00,850/- made by the complainant but has called complainant chronic defaulter in making timely payments despite service of various reminder letter to him. Further, complainant failed to return the duly signed copy of flat buyer agreement.
22. That, complainants before this Authority have not approached the respondent company for transfer of rights into their name and there is no proof on record that the complainants are legal heirs of the deceased allottee Sh. Ajay Gupta.
23. It has been contended that the project is being developed in terms of statutory permissions and approvals granted by competent authorities. The respondent has further submitted that in the year 2007, respondent has been granted license of the project bearing no. 129 to 138 of 2007 for construction of residential colony on an area measuring 112.956 acres which was valid upto 02.03.2016. It has been submitted that basic facilities and amenities like roads, electricity, water, sewage, storm water etc. are duly available at site and respondent has already obtained all the necessary approvals from the competent authorities. Further, OHSR & 2 nos. of tubewells; septic tank and STP has already been arranged for the allottees who have been residing. Respondent had already applied for the application of renewal of license which was still pending before the DTCP, Haryana. On 25.05.2016, Office of Senior Town Planner (STP).

Gurgaon had confirmed to DTCP, Haryana that all the development works of the project site as per approved layout plan are complete. On 21.02.2021, inspection visit at project site was conducted by learned CTP, HRERA, Panchkula and the observations noted by learned CTP were submitted to Hon'ble Authority.

24. It has been submitted that respondent has duly complied with the payment of dues and is in the process of availing relief policy for depositing the outstanding EDC.

E. REPLICATION FILED BY COMPLAINANT

25. Complainants have filed replication on 24.08.2022 wherein they have stated that they are the only legal heirs of Dr. Ajay Gupta. Complainants have placed on record copy of legal heirs certificate dated 23.07.2020 issued by Tehsildar, Revenue Department, Govt. of NCT, Delhi office of District Magistrate, Alipur North District, depicting therein that they are the only legal heirs of Dr. Ajay Gupta. Legal heirs certificate is attached as Annexure C-4 with the replication. It has been contended that submission made by learned counsel for the respondent that Ms. Suman Gupta is member of association who has filed complaint before this Authority, does not hold any merit as complaint filed by association of allottees is already dismissed with liberty to file afresh with better particulars. It has further been submitted that till date respondent has

neither handed over the possession of unit to complainant nor refunded the amount paid by the complainants to the respondent.

F. ARGUMENTS OF LEARNED COUNSEL FOR RESPONDENT

26. During oral arguments learned counsel for the respondent M/s Parsvnath Developers Ltd. reiterated arguments as were submitted in writing. Learned counsel for respondent further stated that basic infrastructure and facilities have already been developed at site and number of families have been residing happily. Therefore, this is not an abandoned project. Respondent is trying to complete the remaining project and make offer of possession of units to allottees. She further stated that allowing refund at this stage will hamper progress of the project.

G. JURISDICTION OF THE AUTHORITY

27. Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

G.1 Territorial Jurisdiction

As per notification no. 1/92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Panchkula shall be entire Haryana except Gurugram District for all purpose with offices situated in Panchkula. In the present case the project in question is situated within the planning area Rewari district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

G.2 Subject Matter Jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

So, in view of the provisions of the Act of 2016 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 learned Adjudicating Officer if pursued by the complainants at a later stage.

H. ISSUES FOR ADJUDICATION

28. Whether the complainants are entitled to refund of amount deposited by them along with interest in terms of Section 18 of Act of 2016?



I. FINDINGS ON THE OBJECTIONS RAISED BY RESPONDENT

I.1 Objection regarding maintainability of complaint

29. The respondent has taken a stand that present complaint is not maintainable for the reason that complainants have not placed on record any document to prove their locus in present complaint. Complainants have filed replication on 24.08.2022 wherein they have placed on record copy of legal heir certificate issued by competent authority, which proves that complainants are only legal heirs of Late Dr. Ajay Gupta. Hence, objection of respondent that complaint is not maintainable stands rejected.

J. FINDINGS OF AUTHORITY ON RELIEFS CLAIMED BY COMPLAINANT

30. The Authority has gone through the rival contentions. In light of the background of the matter as raptured in this order and also the arguments submitted by both parties, Authority observes as follows:

(i) That the license for development of this project in question was granted to the respondent by the State Government authorities in the year 2007. Booking of the apartments have been done from the year 2006 onwards. As per the information received from project branch of this Authority, this project of the respondent is in a serious difficulty. They have applied for registration of project with

RERA being an ongoing project. However, their license has not been renewed and the respondent is in serious defaults in payment of overdue External Development Charges (EDC). No development work has taken place for the last over six years. In its project jurisdiction, this Authority has passed following order dated 22.03.2021:

- “1. This is an ongoing project of which the license was obtained by the promoters in the year 2007. An application for registration of the project was filed on 10.5.2019. This matter has been listed before this Authority numerous times. The promoters have been shifting their stand from time to time. No construction work is taking place at the project site for the last many years.
2. In order to evaluate ground realities learned CTP of the Authority was appointed Local Commissioner to visit the site and submit his report regarding the stage of construction of the project. Learned CTP has submitted his report which has been made part of file. The respondent company may obtain a copy of the report from the registry of the Authority if they so desire.
3. Opening the arguments Shri Shekhar Verma, Advocate, learned counsel for the promoter-developers reiterated that upon filing of an application for registration the Authority is duty bound to register the project. In support of his contentions he drew the attention of the Authority towards provisions of Section 5 of the RERA Act, 2016 and stated that as per law, the Authority is duty bound to either register the project within a period of 30 days or reject the application for reasons to be recorded after giving an opportunity to be heard to the promoter. Further, if the Authority fails to grant registration or to reject the application within a period of 30 days, the project shall be deemed to have been registered.

4. The Authority does not agree with the contentions of the learned counsel Shri Shekhar Verma for the reasons that the Authority is not duty bound to register the project of a promoter who is defaulter on multiple counts and whose license has not been renewed by the Town & Country Planning Department. Further, if the promoter has failed to complete the project for more than a decade and no construction work is taking place for past 7-8 years, and more importantly there is no hope for scope for its commencement in near future, the Authority cannot register such a project. Registration of a project implies that the Authority has satisfied itself about credentials of a promoter and it is satisfied that the project will be completed within the stipulated time frame. Registration of a project by the Authority is an assurance to all future allottees and investors that the Authority will ensure that their money is safe and the project will be completed in time. In this case the promoters have yet to pay 127 crores EDC to the State Government which they are failing to pay last many years. In fact they have collected this money from large number of allottees but have not deposited the same with the Town & Country Planning Department. Further, as per information provided in the application for registration an amount of about Rs. 279 crores is required for completion of the project. Despite repeated opportunities granted to the promoters no money whatsoever has been arrange by the promoters for recommencing the construction activities. Accordingly, the Authority is not satisfied with the capabilities and intentions of the promoters. For these reasons, it cannot and should not register the project at this stage.

6. The Authority after consideration is of the view of the facts of the matter that application filed by the promoters is liable to be rejected. In the event of the application being rejected, alternate options of handing over of the project to the association of allottees can be explored. However, before resorting to this option one last opportunity is granted to the promoters to arrange funds for recommencing of the project construction and also submit monthly plan for

G. Kattar

its execution. If by the next date adequate funds for commencing construction work are not put in the escrow account and a plan of action for completion of the project is not submitted, the Authority will be constrained to issue a show cause notice for rejection of the application.

7. Adjourned to 03.05.2021."

(ii) Authority has offered numerous opportunities to respondents to commence development works of the project. Repeated directions were issued to the respondent to deposit some money in the escrow account, however, respondents have failed to comply with any of the orders. Respondents have been making repeated assurances but have been failing to keep them.

(iii) Due date of offering possession was approximately in 2010. Already delay of more than 12 years has taken place. After such inordinate delay, innocent allottees who have invested their hard earned money cannot be made to wait endlessly for grant of possession. In this case development/construction is not taking place at all, nor is there any plan of action for commencing it. On account of multiple defaults on the part of respondent, Authority has not even registered the project.

Further, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others" has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of

possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

“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.”

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession.

31. This project is already delayed by several years. It is still not complete and admittedly respondent is not in a position to complete the project in foreseeable future, therefore, Authority finds it to be fit case for allowing refund in favour of complainants. Though the complainant has sought that interest be allowed @18% however same cannot be allowed as interest

can only be awarded in terms of RERA Act and HRERA Rules. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: Interest payable by promoter and Allottee. [Section 19] - An allottee shall be compensated by the promoter for loss or damage sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (1) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee shall also be liable to pay in terms of sub-section (7) of section 19:

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.”

32. The legislature in its wisdom in the subordinate legislation under the provisions 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.

33. 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. 15.12.2022 is 8.60%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.60%.

34. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation.-For the purpose of this clause-

(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Accordingly, respondent will be liable to pay the complainants interest from the date amounts were paid till the actual realization of the amount. Hence, Authority directs respondent to refund to the complainants the paid amount of ₹5,00,850/- along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.60% (8.60% + 2.00%) from the date amounts were paid till the actual realization of the

amount. Authority has got calculated the total amount along with interest calculated at the rate of 10.60% till the date of this order and said amount works out to ₹13,81,748/- as per detail given in the table below:

S.No.	Principal Amount	Date of payment	Interest Accrued till 15.12.2022	TOTAL AMOUNT PAYABLE TO COMPLAINANTS
1.	₹4,50,000/-	12.04.2006	₹7,96,133/-	₹12,46,133/-
2.	₹50,850/-	30.03.2007	₹84,765/-	₹1,35,615/-
Total	₹5,00,850/-		₹8,80,898/-	₹13,81,748/-

35. The complainants are seeking compensation on account of mental harassment caused for delay in possession, compensation under Section 12 of RERA Act, 2016 and litigation costs. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & ors.*" (supra), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

Rathore

Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

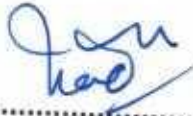
36. Further, complainants are seeking relief that 10% of the estimated cost of project be handed over to them under Section 59 of RERA Act, 2016. In this regard it is observed that as per provisions of Section 59, the complainants are not entitled to any penalty under this Section. However, Authority has already initiated proceedings against respondent for registration of project in question. Further, said relief has nowhere been claimed by the complainants in their complaint nor pressed by them during arguments. Hence, complainants prayer to hand over 10% of estimated cost of project to them is rejected.

K. DIRECTIONS OF THE AUTHORITY

37. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

- (i) Respondent is directed to refund the entire amount of ₹13,81,748/- to the complainants.
- (ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

36. **Disposed of.** File be consigned to record room and order be uploaded on the website of the Authority.



.....
NADIM AKHTAR
[MEMBER]



.....
Dr. GEETA RATHEE SINGH
[MEMBER]

