



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

Complaint no. : 3652 of 2021
First date of hearing: 13.10.2021
Order reserved on: 28.02.2023
Order pronounced on: 07.04.2023

Kamal Singh Bisth

R/o: - House No. 4, Block- D, Gali No. 3, Sheetla
Colony, Gurugram, Haryana- 122001

Complainant

Versus

M/s Renuka Traders Private Limited.

Office at: A-25, Mohan Co-operative Industrial
Estate, New Delhi- 110044

Respondent

CORAM:

Shri Ashok Sangwan
Shri Sanjeev Kumar Arora

Member
Member

APPEARANCE:

Sh. Pankaj Chandola (Advocate)
Sh. Rishi Kapoor (Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 06.09.2021 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the



Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of the project	"Aashiyara" Sector- 37C, Gurugram
2.	Project area	5 acres
3.	Nature of project	Affordable Group Housing Project
4.	RERA registered/not registered	Registered vide no. 26 of 2018 dated 28.11.2018
5.	RERA registration valid up to	31.01.2023
6.	DTPC license no. & validity status	15 of 2018 dated 13.02.2018 valid upto 12.02.2023
7.	Name of licensee	Renuka Traders Private Limited
8.	Date of approval of building plan	08.10.2018 [As per information obtained from planning branch of authority]
9.	Date of approval of environment clearance	20.08.2018 [As per information obtained from planning branch of authority]
10.	Date of allotment cum	07.10.2020



	demand letter	(As per annexure C-2, page 20 of complaint)
11.	Unit no.	103, 1 st floor, Tower/block- T3, Unit measuring 644.200 sq. ft. (As per annexure R-3, page 43 of reply)
12.	Date of execution of builder buyer's agreement	Not executed
13.	Possession Clause	1(IV) of the Affordable Housing Policy, 2013 All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.
14.	Due date of possession	08.04.2023 [Note: - As per clause 1(IV) " commencement period " shall mean the date of obtainment of all the government sanctions and permissions including environmental clearance. Calculated from date of approval of building plans i.e., 08.10.2018 as per policy, of 2013, which comes out to



			be 08.10.2022 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.]
15.	Total consideration	sale	Rs.23,59,291/- (As per payment plan page 21 of reply)
16.	Total amount paid by the complainant		Rs.6,17,000/- (As per reminder letter dated 18.11.2020 at page no. 39 of the reply)
17.	Date of cancellation notice		07.06.2021 [Page 22 of complaint]
18.	Occupation certificate		Not obtained

B. Facts of the complaint

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

- I. That in the year 2019, the real estate project "**Aashiyara**" at situated at the revenue estate of Village Gadauli Khurd, Sector 37C, in Sub-tehsil Kadipur & District Gurugram, Haryana [hereinafter referred to as "**Project**"] came to the knowledge of the complainant who is resident of Gurgaon, through the authorized marketing representatives of the respondent. The marketing representatives approached the complainant on or behalf of the respondent,



making tall claims, assurances, and warranties in regard to the project being developed by it, lured by the claims, the complainant convinced to book a residential unit/flat in the project being developed by respondent.

- II. That based upon the assurances, representations made by the respondent company, the complainant agreed to buy an apartment/unit in the aforesaid project in order to make his dream true of owning a unit in the aforesaid project. Thereby, the complainants booked a Unit bearing no. 1007, 10th floor, tower no. T-11, 2 BHK, Type A, having an area 578.554 sq. ft. in the said project.
- III. The complainant was lured by tall claims of the marketing representatives of respondent and in good faith have made the booking payment of Rs.5,00,000/-.
- IV. That the respondent company maliciously issued the allotment letter dated 07.10.2020 along with demand notice which was never communicated to the complainant at the time of booking. Pertinent to note that within one month of first payment, the respondent company being in the dominant position raised another demand of Rs.11,21,629/- and asked the complainant to pay the same before 22.10.2020 which was completely frivolous, arbitrary, and unjustified in nature. That the respondent company with dishonest intention compelled the complainant to pay a huge



amount without executing the agreement to sell which is completely in violation of section 13 of the Act, 2016.

V. That on 01.06.2021, the complainant got a phone call from the respondent company stating that the complainant shall make the payment immediately failing which the unit of the complainant will be terminated immediately and no funds will be refunded. Astonished by such phone call the complainant rushed to the office of the respondent and met with Mr. Amanpreet, General Manager [GM], and raised his concern. He apprised GM about the status of his home loan and requested him not to cancel his allotment as his home loan will be sanctioned within 15-20 days and thereafter, he will pay the further instalments. Citing the same, the complainant sent a mail on 01.06.2021 to the respondent and requested them not to cancel the allotment. The complainant further mentioned about his meeting with GM.

VI. That the respondent company with *malafide* and fraudulent motive sent a cancellation notice dated 07.06.2021 to the complainant in regard to the allotted unit for not complying with the unjustified demand raised by respondent company which was received to the complainant on 14.06.2021. The respondent company being in a dominant position had *malafide* and fraudulent motive to usurp hard-earned money from the complainant. The said cancellation notice was sent with dishonest intention by abusing the due



process of law and by concealing the material facts regarding payment structure at the time of booking.

- VII. That the complainant vide email dated 15.06.2021 again requested the respondent company to not cancel his allotted unit as the complainant already informed the GM regarding Covid-19 factor and loaning process from Yes bank. He requested not to cancel his unit and provide him time for depositing the demand raised by respondent company. But the respondent company did not even bother to take the request of complainant into consideration and all request bequeathed by complainant went in vain.
- VIII. That the complainant again sent email dated 16.06.2021 to the respondent and expressed his resentment over the cancellation notice served upon him in regard to his allotted unit. The complainant further raised his concern regarding the non-disclosure of terms of payment at the time of booking due to which it became difficult to the complainant to arrange funds to meet such huge unjustified demand raised by them. Even during this pandemic situation, the business of the complainant got hugely affected and thereby became quite hard for the complainant to comply with the inappropriate demand raised on behalf of the respondent company.
- IX. That the complainant, aghast by the decision of the respondent, left with no other option preferred an application before the Secretary of the Haryana Real Estate Regulatory Authority, Gurugram on



22.06.2021 stating all the grievances in regard to unfair trade practice and fraud committed by the respondent company.

X. Therefore, being aggrieved by the unfair trade practice and behaviour of the respondent, the complainant has left with no other efficacious remedy then to file a complaint before the authority, hence the present complaint.

C. Relief sought by the complainant

4. The complainant has sought following relief(s).

- I. To direct the respondent to restore the allotted unit and to set aside the cancellation notice dated 07.06.2021.
- II. To direct the respondent not to sell the allotted unit and not to create any third-party rights upon the allotted unit of the complainant.
- III. Direct the respondent company to pay an amount of Rs.1,00,000/- towards the cost of the proceedings/litigations.

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 contested the complaint on the following grounds.

The submission made therein, in brief is as under: -



- I. That the complaint filed by the complainant, is absolutely frivolous, misconceived, *malafide* and an abuse of the process of this authority. That the complainant has failed to approach this authority with clean hands, and the complainant lacks *bonafide* intents. The complainant has suppressed material facts, more importantly that the project in question is governed under the Affordable Housing Policy 2013 and demands etc. were done by the respondent company under the terms contained in the Policy of 2013 and in full consonance of it.
- II. That the complaint filed by the complainant is deeply rooted in false hood and complainant is guilty of not only distorting and suppressing material facts but also making false averments before this authority.
- III. That at the threshold, the respondent humbly states and submits that the present complaint is wholly misconceived, prima facie proves the *malafide* intentions and bad conduct of the complainant and thus unsustainable in the eyes of law as well as on facts, and thus represents a gross abuse of the process of this authority as complainant is guilty of willfully suppressing, concocting, and circumventing material facts that makes the present complaint liable to be dismissed as such.
- IV. That the instant complaint is without any cause of action. The fact of the case is as under: -

- That the respondent company i.e. **M/s Renuka Traders Pvt. Ltd.** is registered under the companies Act, 1956 having its registered office/principal place of business at A-25, Mohan Co-operative Industrial Estate, Sarita Vihar, New Delhi – 110044. The company is a law-abiding entity and a part of Imperia Group that having an impeccable reputation in the real estate industry and as a part of its business activity Company is currently developing an Affordable Residential Group Housing Project named as “**Aashiyara**” at Sector 37C, Gurugram.
- That the project ‘**Aashiyara**’ is a Haryana Government monitored Affordable Group Housing Project being developed in consonance with policy parameters as laid down in the Haryana Government Affordable Housing Policy 2013 dated 19.08.2013 and subsequent legislation amendments.
- That it is pertinent to mention here that the project “**Aashiyara**” is owned by the respondent company, having a clear title and ownership in the project land being developed in two phases total admeasuring 7.553125 acre situated in the revenue estate of village Gadauli Khurd, Sector-37C, in tehsil & District Gurugram, Haryana. The company possess all development approvals, (license, building plan, RERA registration certificate, and all other requisite approvals) from the very beginning. The development/construction activity is

going on smoothly and closely monitored by the STP Office & DTP Office, Gurugram & Haryana RERA where periodical updates on development/construction milestones regularly submitted by the company.

- That being fully satisfied with all the terms and conditions of the allotment of unit in the said project, complainant submitted booking application no. 3099 dated 16.09.2020 enclosing the cheque amount of Rs.1,17,000/- to qualify for allotment of one unit of residential unit in said project Aashiyara.
- That it is also a matter of record that respondent company has till date adopted all the SOP's in-toto as laid down in AHP-2013 (as amended from time to time) while allotting the units in project - **"Aashiyara"**. Below are dates on which respondent company through STP - Gurugram has conducted allotment draws for units in project - **"Aashiyara."**

S. No.	DRAW	DATE OF DRAW	NO. OF ELIGIBLE APPLICANTS
1.	DRAW -1	13.06.2019	317
2.	DRAW -2	19.12.2019	224
3.	DRAW -3	28.08.2020	122



- That complainant's unit was allotted as per the draw conducted on 28.08.2020 ('Draw - 3') wherein total 122 units have been allotted to the eligible applicants.
- The terms and conditions of allotment of unit are very well defined in the booking application form. It is pertinent to mention here that both application form and definitive agreement for sale have made in consonance with the terms contained in the AHP-2013 (as amended from time to time).
- The payment terms of booking/allotment of unit in project Aashiyara or in any other affordable group housing project in State Haryana is governed as per policy parameters laid down in the Affordable Housing Policy 2013 wherein the successful applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount will be recovered in six equated six-monthly instalments spread over three-year period.
- That vide allotment cum demand letter dated 07.10.2020, the respondent company has called upon the complainant to complete the demanded monies within 15 days. However, the same has not been complied by complainant, the respondent was constrained to issue reminder letter dated 30.10.2020 to complainant followed by (i) reminder letter 2 dated 18.11.2020 to complainant.



- That vide letter dated 20.11.2020, respondent company issued advance payment intimation to complainant, this communication has made by respondent company in general to all successful applicants pursuant to the draws conducted on 19.12.2019 and 28.08.2020 (incl. left over unit) which is again in consonance with the amendments made in the Policy of 2013.
- That no payments, whatsoever has been made by complainant till December 2020, respondent company vide its letter dated 01.12.2020 has asked complainant to complete the total payment of Rs.9,39,751/- which includes the previous dues of Rs.6,21,628/- which supposed to be paid by the complainant immediately on the allotment of allotted flat in the said project.
- That again no payment was paid by complainant in terms of demand letter dated 01.12.2020. The various payment reminders as send to complainant are a matter of record that bears different dates i.e., 12.01.2021, 02.02.2021, 19.03.2021 & 14.04.2021. It is pertinent to mention here that the due date of payment as per original demand letter dated 01.12.2020 is 28.12.2020 and on those aspects the complainant has miserably fails to act as what is required under the AHP-2013 & executed agreement that payments of instalment is an essence of allotment and any default in timely payment of



instalments will automatically leads to cancellation of allotment.

- That from bare perusal of annexure R-3(Colly) and annexure R-4 (Colly), respondent company has duly followed the principles of natural justice, equity and fairness and have given maximum opportunities to complainant to complete the payments as per the AHP-2013 & executed agreement but for the reasons best known the complainant, he has not make any payment.
- That respondent has rightly cancelled allotted unit and prior to cancellation of the unit, as mandated under the Affordable Group Housing Policy, respondent company had issued a public notice in "Veer Arjun" published on 18.05.2021 as a final opportunity to complainant to pay and clear all outstanding dues in 15 days' time from the date of said issued public notice.
- That respondent company hereby states that the allotment in favour of complainant qua unit no. 1007, 10th floor, in tower T-11 in the project has been cancelled, as per the terms stated in policy 2013, in the records of respondent company. Further, after cancellation of the said unit, as per policy 2013, respondent company has re-allotted the unit, and thus, the said unit is no longer available for re-allotment to complainant.



- That since after cancellation of the allotment of complainant, respondent company has intimated time and again, to complainant that the amount deposited by the complainant shall be refunded to the complainant after deducting the forfeited amount as per policy 2013.
- V. That the present complaint is not maintainable in the present manner. It is most humbly submitted that this authority does not have the authority to adjudicate the present complaint no provision of the Act, 2016 in the present facts of the complaint. Respondent company followed the provisions of Assured Housing Policy, 2013 before cancelling the unit, since the development of the said project is being developed as per policy 2013.
- VI. That complainant has intentionally leveled false allegations against the respondent company just to harass and extort money from the company by aiming to re-negotiate the payment terms with respondent company. That it is also a matter of record that there is hardly any disgruntled allottee of the said project who have filed any litigation or plaint against respondent company before any forum/authority which clearly gives a clear picture about the bonafide/honest trade practices adopted by respondent company while dealing with general public.
- VII. That it is also a matter of record that complainant did not make the timely payments as per the agreed terms and conditions within the stipulated period, the allotment would be consequently



cancelled, and the earnest money amount would be forfeited as a result which is still lying with respondent company.

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 based on these undisputed documents as well as submissions filed by the parties.
8. Thereafter, written argument dated 20.03.2023 has been filled by the complainant wherein they have made the following submission:-
 - That the complainant was willing and ready to pay the instalments in accordance with the payment schedule as enclosed with the application form provided by the respondent (**page no. 21 of the reply**). However, the respondent inspite after agreeing to the payment schedule as provided under the application form had failed to abide by the same and had raised arbitrary demands.
 - To the utter shock of the complainant, the respondent along with the allotment letter raised a demand Rs. 11,21,629/- i.e., almost 50% of the total sale consideration which was contrary to the payment schedule agreed under the application form. The respondent was entitled to raise demand for 20% of the total sale consideration only. However, to the contrary, the respondent raised a huge demand which was never known to the complainant.
 - That the unit was allotted to the complainant in re-allotment and as per the affordable housing policy the complainant is liable to



pay the instalment as per such stage, as initial allottee would have been paying.

- That since inception the complainant was told that the payment of the instalment has to be made in accordance with the payment schedule as provided under the application form and no reference of the Affordable Housing Policy or the instalment as per the re-allotment was ever provided or discussed with the complainant.
- Vide order dated 12.01.2023, this authority in the above captioned matter had even directed the respondent to provide an affidavit providing the copy of the advertisement issued for allotment of the unit in question to the third party after cancellation of the instant unit. But the same has not been provided by it as the counsel for the respondent during the last date of hearing had stated at bar that no such advertisement is available with the respondent and further it failed to place on record any proof of allotting the said unit to the third party. It is to note herein that the cancellation itself is illegal; and therefore, the allotment to any third person is also illegal and liable to be quashed.
- That various developers in the real estate sector are being granted with the grace period for the delay in compliances occurred due to the covid-19 pandemic. However, he had applied for the loan facility during the pandemic period only and the same was to be approved within 15-20 days but the respondent herein instead of cooperating with the complainant had arbitrarily raised a demand



of 50% of the total sale price in violation of the payment schedule and subsequently, proceeded to illegally cancel the allotment made in favour of the complainant.

E. Jurisdiction of the authority

9. 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

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

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;

The provision of assured returns is part of the memorandum of understanding, as per clause 1 of the MOU dated 03.08.2017. Accordingly, the promoter is responsible for all obligations



/responsibilities and functions including payment of assured returns as provided in memorandum of understanding.

Section 34-Functions of the Authority:

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

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

F. Findings on the relief sought by the complainant

- F. I. To direct the respondent to restore the allotted unit and to set aside the cancellation notice dated 07.06.2021.**
F. II To direct the respondent not to sell the allotted unit and not to create any third-party rights upon the allotted unit of the complainant.

11. The complainant was allotted unit in the project of respondent namely "Aashiyara" situated in sector- 37C, Gurugram vide letter dated 07.10.2020 for a total sum of Rs.23,59,291/-. Though no BBA was executed between the parties, but the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.6,17,000/- in installments of Rs.1,17,000/-, and Rs.5,00,000/- on 16.09.2020 and 03.11.2020 respectively. The complainant did not pay the remaining amount as per the demands of the respondent, which led to issuance of notice of cancellation by the respondent/builder on 07.06.2021 attached at page 22 of complaint. In line with the aforesaid facts, the written submission filed by the parties and documents



placed on record, the main question which arises before the authority for the purpose of adjudication is that “whether the said cancellation is a valid in the eyes of law?”

12. Clause 5(i) of the Affordable Group Housing Policy, 2013 talks about the cancellation. The relevant part of the clause is reproduced below: -

*“If any successful applicant fails to deposit the installments within the time period as prescribed in the allotment letter issued by the colonizer, **a reminder may be issued to him for depositing the due installments within a period of 15 days from the date of issue of such notice.** If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within **15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs 25,000/-** may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list”.*

13. The respondent company has issued reminders letter dated 30.10.2020, reminder letter-2 dated 18.11.2020, payment intimation in advance dated 20.11.2020, demand letter dated 01.12.2020, reminder dated 12.01.2021, reminder- 2 dated 02.02.2021, reminder-3 dated 19.03.2021 and reminder-4 dated 14.04.2021. Thereafter, on 18.05.2021, the respondent published a list of defaulters of payments in the daily Hindi newspaper “Veer Arjun” New Delhi. Finally, the cancellation letter was issued by the respondent on 07.06.2021.
14. Moreover, on 12.01.2023, the authority directed the respondent /promoter to file a copy of public notice issued at the time of third draw in respect of the above-mentioned unit wherein it has been clarified that the amended provisions of affordable group shall be



applicable and the allottee shall be required to pay the instalments which will become due to other allottees of the scheme.

15. Further, the respondent was directed to file an affidavit mentioning therein that no other un-allotted unit is available in the above project as on date and the copy of advertisement issued seeking application for the above unit as well as the advertisement issued for the allotment to third party after cancellation of the instant unit. The above details be filed within next 2 weeks after supplying a copy to the complainant.
16. Complying with the orders dated 12.01.2023, the respondent company on 20.02.2023 filed duly attested documents by the Notary Government of India vide Regd. No. 3999, Gurugram on 20.02.2023 and stated that I, Narendra Prasad Yadav, S/o Sh. Manager Prasad Yadav aged about 36 years, office at: - A-25, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi- 110044, Authorized representative of M/s Renuka Traders Private Limited, do hereby solemnly affirm and state on oath as under:

"I state that as per the inventory, there is no other unit available/un-booked which can be considered for allotment to the complainant. Further I state that the deponent is willing to refund the booking amount of the complainant, as per policy, and it is pertinent to state that the same was duly informed to the complainant, as well as, submitted before this authority. Nevertheless, the complainant has filed the subject complaint."

17. Accordingly, the authority is of the considered view that the respondent/builder has followed the prescribed procedure as per



clause 5 (i) of the Policy, 2013 and in view of the same, the cancellation letter dated 07.06.2021 is held to be valid.

18. As per cancellation clause of the affordable housing policy the respondent can deduct the amount of Rs. 25000/- only and the balance amount shall be refunded back to the complainant. Till date no amount has been refunded back by the respondent-builder to the complainant-allottee. Thus, it has been using the funds of the complainant. In view of aforesaid circumstances, the respondent is directed to refund the amount paid by the complainant after deduction of Rs. 25,000/- as per clause 5 (i) of the Policy 2013 along with interest from date of cancellation of allotment i.e., 07.06.2021 till the actual realization of the amount.

F.III Direct the respondent company to pay an amount of Rs.1,00,000/- towards the cost of the proceedings/litigations.

19. The complainant in the aforesaid relief is seeking relief w.r.t compensation. Hon'ble Supreme Court of India, in case titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors.* (Civil appeal nos. 6745-6749 of 2021, decided on 11.11.2021), has held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation.



G. Directions of the authority


20. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed refund the paid-up amount of Rs.6,17,000/- after deduction of Rs. 25000/- as per clause 5(iii)(I) of the Policy 2013 of the of Affordable Housing Policy 2013 as amended by the State Government on 05.07.2019, along with interest @10.70% per annum as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation of allotment till the actual realization of the amount.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
21. Complaint stands disposed of.
22. File be consigned to registry.


(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 07.04.2023


Ashok Sangwan)
Member