



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

<b>Complaint no.</b>	:	<b>5967 of 2022</b>
<b>Date of complaint</b>	:	<b>13.09.2022</b>
<b>Date of order</b>	:	<b>11.10.2023</b>

Santosh Devi, R/O: 173/1, Tehsil-Pataudi, District- Gurugram.	<b>Complainant</b>
Versus	
M/s Landmark Apartments Private Limited <b>Regd. office:</b> House No. 85, Sector-44, Gurugram, Haryana.	<b>Respondent</b>

<b>CORAM:</b>	
Ashok Sangwan	<b>Member</b>
<b>APPEARANCE:</b>	
Mayank Raghav (Advocate)	Complainant
Amarjeet Kumar (Advocate)	Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	Landmark Cyber Park, Sector 67, Gurugram
2.	Total project area	8.3125 acres
3.	Nature of the project	Cyber Park
4.	DTCP license no. and validity status	97 of 2008 dated 12.05.2008 valid up to 11.05.2020
5.	Name of licensee	M/s Landmark Apartments Pvt. Ltd.
6.	RERA Registered/ not registered	Registered vide no. 61 of 2019 dated 25.11.2019
7.	Unit no. as per allotment letter dated 20.07.2019	2272, 2 <sup>nd</sup> Floor (Page 49 of reply)
8.	Unit area admeasuring (Super area)	250 sq.ft. (Page 49 of reply)
9.	MoU	12.04.2013 (Page 18 of complaint)
10.	Addendum to MoU for change of area of unit in continuation to the MOU dated 12.04.2013	06.05.2019 (Page 15 of complaint)
11.	Allotment letter	20.07.2019 (Page 48 of reply)
12.	Due date of possession	12.04.2016 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i> ]
13.	Sale consideration	Rs. 14,00,000/- (Page 21 of complaint)



14.	Amount paid by the complainant	Rs. 14,00,000/- (Page 21 of complaint)
15.	Assured Return paid by Respondent till 21.07.2017	Rs. 3,64,500/- (Page 39 of Reply)
16.	Occupation certificate	26.12.2018 (Page 42 of the reply)
17.	Offer of possession/ Possession Letter	20.07.2019 (Page 49 of reply)
18.	Lease agreement signed by complainant	20.07.2019 (Page 50 of the reply)

**B. Facts of the complaint:**

3. The complainant has made the following submissions: -

- I. That the complainant booked an apartment in the project of respondent named "Landmark Cyber Park" at Sector-67, Gurugram on 12.04.2013 by paying an amount of Rs.27,00,000/- towards said booking out of which Rs.14,00,000/- was paid by way of two cheques bearing no.010091 and 010092 dated 04.04.2013 and 12.04.2013 and an amount of Rs.13,00,000/- was paid in cash.
- II. That after booking, a Memorandum of Understanding dated 12.04.2013 was executed between the parties vide which a serviced office on 5th floor, having super area of 300 sq.ft. was allotted in her favour for a basic sale consideration of Rs.14,00,000/-.
- III. That, as per clause 3 of the MOU the respondent has agreed to pay Rs.27,000/- every month as assured return to the complainant which shall be payable quarterly, till the date of possession or 3 years whichever is earlier. Further, vide clause 4 of the MOU, the respondent assured the complainant that the above-mentioned premises will be

taken by the respondent for a lease period of nine years at the rate of Rs.90 per sq.ft. and the rent will increase 15% after every three years.

- IV. That on 06.05.2019, the respondent made addendum to MOU and according to that the respondent changed the unit area admeasuring 250 sq.ft. on the second floor against the assured return, but till now no possession has been provided by the respondent.
- V. That the respondent has also not paid the assured return of Rs.27,000/- per month, as promised by it since October 2014 till date as per the terms of the MOU dated 12.04.2013.
- VI. That though the booking was made in 2013 and possession was supposed to be handed over by 2016, till the due date as per agreement, the project was nowhere nearing completion. Upon this, the complainant asked the respondent as to the date of handing over, but to no avail as no concrete reply was given by it.
- VII. That the complainant approached the respondent in November 2021 to seek update upon the unit status. Upon no concrete response by the respondent, she sought refund of her hard-earned money which had been kept by the respondent for so many years, but again in vain as the respondent bluntly refused to give back her money. Therefore, the complainant has filed the present complaint before this Authority.

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

4. The complainant has sought following relief(s):
  - a) Direct the respondent to refund the paid-up amount alongwith prescribed rate of interest.

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 respondent:**

6. The respondent vide reply dated 10.02.2023 contested the complaint on the following grounds:

- i. That complainant booked a unit/serviced office space in "Landmark Corporate Centre" which was the part of the project developed by the respondent named "Landmark Cyber Park" at Sector 67 Gurugram. That one of the offers made by the respondent at that point of time was that the unit will have a benefit of assured return for a period till the physical possession is handed over to the buyer. Thereafter, the complainant entered into an MOU dated 12.04.2013 with the respondent determining all the rights and liabilities of the parties.
- ii. That the complainant, as per the terms of the MOU made payments of Rs.14,00,000/- towards the basic sale price to the respondent. However, in addition to the above the complainant was also supposed to make other payments in the nature of EDC/IDC, IFMS and advance maintenance charges etc.
- iii. That as per the terms of the MOU, it was specifically agreed that the respondent will pay a sum of Rs.27,000/- every month as assured return, payable quarterly till the date of possession or 3 years whichever is earlier. Thus, the respondent was liable to pay the assured return to the complainant only for 3 years.
- iv. That the offer of possession was duly intimated to the complainant vide letter dated 08.06.2015. However, as such there was no time limit provided under the MOU for handing over the possession of the unit since

the unit was sold on an assured return plan. That as per the MOU, the complainant was paid the assured returns to a tune of Rs.14,20,848/- from October 2008 till October 2011.

- v. That the respondent successfully completed the project in the year 2015 and accordingly applied for OC on 17.04.2015 and after applying the OC it accordingly informed the tentative date of receiving the OC to all its buyers including the complainant vide letter dated 23.07.2015 and accordingly requested the complainant to clear all the pending dues of EDC and IDC.
- vi. That the project is already complete and the respondent has also received the OC from the competent authorities and thus is not a fit case of refund.
- vii. That the complainant approached the respondent in the year 2019 i.e. after the receipt of the OC and requested vide letter dated 26.03.2019 to change the unit to furnished office space against the pending assured return and in the said request letter also undertook to bear the differential amount against the change of the unit.
- viii. That thereafter post discussions the parties entered into an addendum agreement dated 06.05.2019 to the MOU dated 12.04.2013 whereby the respondent agreed to change the unit of the complainant from executive unit admeasuring 300 sq.ft unfurnished to furnished office space of 250 Sq.ft in lieu of the adjustment of pending assured return amounting to Rs.2,91,600/-. That in addition the complainant has also acknowledged that the liability of the respondent towards the assured return and any other penalty against the said unit now stands satisfied. Thereafter, a space admeasuring 250 sq.ft was allotted in her favour vide allotment letter dated 20.07.2019 and the complainant on the same date also took

the symbolic possession of the said unit and also entered in an agreement for lease arrangement with the respondent, for the purpose of leasing the unit of the complainant to third party.

- ix. That the complainant has sought alternative relief of refund in case of failure to give possession of the unit. However, in the present case, the unit has already been handed over to the complainant.
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 those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority:**

8. The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E. I Territorial jurisdiction**

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

**E. II Subject matter jurisdiction**

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee's 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.*

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

14. Another contention of the respondent is that authority is deprived of the jurisdiction to go into the interpretation or rights of the parties inter-se in accordance with the MOU executed between the parties and no agreement for sale as referred to under the provisions of the act or the said rules has been executed inter se parties. The authority is of the view that the act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the act. Therefore, the provisions of the act, rules and agreement have to be read and interpreted harmoniously. However, if the act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the act and the rules after the date of coming into force of the act and the rules. The numerous provisions of the act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark

judgment of **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others.**

**(W.P 2737 of 2017)** decided on 06.12.2017 which provides as under:

"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....

122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."

15. Further, in appeal no. 173 of 2019 titled as **Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya**, in order dated 17.12.2019, the Haryana Real Estate Appellate Tribunal observed- as under

"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."

16. The agreements are sacrosanct save and except for the provisions which have been abrogated by the act itself. Further, it is noted that the MOU has been executed in the manner that there is no scope left to the allottee to

negotiate any of the clauses contained therein. Therefore, the authority is of the view that the charges payable under various heads shall be payable as per the agreed terms and conditions of the MOU subject to the condition that the same are in accordance with the plans/permissions approved by the respective departments/competent authorities and are not in contravention of any other Act, rules, statutes, instructions, directions issued thereunder and are not unreasonable or exorbitant in nature.

**G. Findings on the relief sought by the complainant.**

**G.I To refund the entire amount deposited alongwith prescribed rate of interest.**

17. Initially the complainant was allotted a unit admeasuring 300 sq.ft. super area, on 5<sup>th</sup> Floor in the project namely 'Landmark Cyber Park' at Sector 67, Gurugram vide MOU dated 12.04.2013 for a basic sale consideration of Rs.14,00,000/- and the complainant has paid it all while executing the said MOU. Subsequently, the complainant requested the respondent vide letter dated 26.03.2019 to change the unit to furnished office space against the pending assured return and in the said request letter also undertook to bear the differential amount against the change of the unit. Thereafter the parties entered into an addendum agreement dated 06.05.2019 in continuation to the MOU dated 12.04.2013 whereby the respondent agreed to change the unit of the complainant from executive unit admeasuring 300 sq.ft unfurnished to furnished office space of 250 sq.ft in lieu of the adjustment of pending assured return amounting to Rs.2,91,600/-. Further the complainant has also acknowledged that the liability of the respondent towards the assured return against the said unit now stands satisfied. Thereafter, a space admeasuring 250 sq.ft was allotted in her favour vide allotment letter dated 20.07.2019 and the complainant on the same date

also took the symbolic possession of the said unit and also entered in an agreement for lease arrangement with the respondent, for the purpose of leasing the unit of the complainant to third party.

18. The complainant further submitted that she has made a payment of Rs.13,00,000/- in cash to the respondent. However, there is nothing on record to support her claim. Therefore, the Authority is presuming that the complainant has only made a payment of Rs.14,00,000/- in all.
19. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by him in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference:

***"Section 18: - Return of amount and compensation***

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

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*  
*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

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

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

*(Emphasis supplied)*

20. **Due date of handing over possession:** As per the documents available on record, no BBA has been executed between the parties and the due date of possession cannot be ascertained. A considerate view has already been taken by the Hon'ble Supreme Court in the cases where due date of

possession cannot be ascertained then a reasonable time period of 3 years has to be taken into consideration. It was held in matter **Fortune Infrastructure v. Trevor d' lima (2018) 5 SCC 442 : (2018) 3 SCC (civ) 1** and then was reiterated in **Pioneer Urban land & Infrastructure Ltd. V. Govindan Raghavan (2019) SC 725 -:**

*“Moreover, a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract i.e., the possession was required to be given by last quarter of 2014. Further there is no dispute as to the fact that until now there is no redevelopment of the property. Hence, in view of the above discussion, which draw us to an irresistible conclusion that there is deficiency of service on the part of the appellants and accordingly the issue is answered.”*

21. Accordingly, the due date of possession is calculated as 3 years from the date of signing of MoU. Therefore, the due date of handing over of the possession for the space/unit comes out to be 12.04.2016.
22. The respondent company completed the construction and development of the project and got the OC on 26.12.2018. Thereafter, the possession of the unit was handed over to the complainant on 20.07.2019. The section 18(1) is applicable only in the eventuality where the promoter fails to complete or unable to give possession of the unit in accordance with terms of agreement for sale or duly completed by the date specified therein. This is a case where the promoter has already offered possession of the unit after obtaining occupation certificate. Moreover, the allottee has approached the Authority seeking withdrawal from project after a passage of more than 3 years from date of obtaining occupation certificate and never before. The allottee never earlier opted/wished to withdraw from the project even after

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the due date of possession and only when offer of possession was made and demand for due payment was raised, then only, she has filed a complaint before the authority.

23. The right under section 18(1)/19(4) accrues to the allottee on failure of the promoter to complete or unable to give possession of the unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. If allottee has not exercised the right to withdraw from the project after the due date of possession is over till the offer of possession was made to her, it can be inferred that the allottee has tacitly consented to continue with the project. The promoter has already invested in the project to complete it and offered possession of the allotted unit. Although, for delay in handing over the unit by due date in accordance with the terms of the agreement/MOU, the consequences provided in proviso to section 18(1) will come in force as the promoter has to pay interest at the prescribed rate of every month of delay till the handing over of possession and allottee's interest for the money she has paid to the promoter are protected accordingly and the same was upheld by 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; that

*25. The unqualified right of the allottees 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 allottees, 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 allottees/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State*

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*Government including compensation in the manner provided under the Act with the proviso that if the allottees 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*

24. 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. This judgement of the Supreme Court of India recognized unqualified right of the allottees and liability of the promoter in case of failure 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. But the complainant-allottee failed to exercise his right although it is unqualified one rather tacitly wished to continue with the project and thus made himself entitled to receive interest for every month of delay till handing over of possession. It is observed by the authority that the allottee invest in the project for obtaining the allotted unit and on delay in completion of the project never wished to withdraw from the project and when unit is ready for possession, such withdrawal on considerations other than delay such as reduction in the market value of the property and investment purely on speculative basis will not be in the spirit of the section 18 which protects the right of the allottees in case of failure of promoter to give possession by due date either by way of refund if opted by the allottee or by way of delay possession charges at prescribed rate of interest for every month of delay.
25. In the instant case, the unit was provisionally allotted vide MOU dated 12.04.2013 and the due date for handing over for possession was 12.04.2016. The OC was received on 26.12.2018 whereas, possession was handed over to the complainant on 20.07.2019. However, the complainant surrendered the unit on 13.09.2022 by filing the present complaint.

Therefore, in this case, refund can only be granted after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, which provides as under:

**"5. AMOUNT OF EARNEST MONEY**

*Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer"*

26. Thus, keeping in view the aforesaid factual and legal provisions, the respondent is directed to refund the paid-up amount of Rs.14,00,000/- after deducting 10% of the sale consideration of Rs.14,00,000/- being earnest money along with an interest @10.75% p.a. (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 on the refundable amount, from the date of surrender i.e., 13.09.2022 till actual refund of the amount after adjusting the amount/assured return paid by respondent, if any within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**H. Directions of the Authority:**

27. 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 functions entrusted to the Authority under Section 34(f) of the Act of 2016:





- i. The respondent/promoter is directed to refund the paid-up amount of Rs.14,00,000/- after deducting 10% of the sale consideration of Rs.14,00,000/- being earnest money along with an interest @10.75% p.a. on the refundable amount, from the date of surrender i.e., 13.09.2022 till actual refund of the amount after adjusting the amount/assured return paid by respondent, if any.
  - 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.
28. Complaint stands disposed of.
29. File be consigned to the registry.

**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 11.10.2023