

Respondent



BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	6240 of 2022
Date of Filing Complaint:	29.09.2022
Date of Decision:	01.09.2023

1. Ved Prakash Salgotra
R/O: D-3/3525, Vasant Kunj, South West Delhi110070
2. Anjali Salgotra
R/O: Flat no. 3525, Sector-D, Pocket-D, Vasant Kunj, New Delhi-110070

Complainants

Versus

M/s Imperia Wishfield Pvt. Ltd.

Regd. office: A-25, Mohan Cooperative Industrial

CORAM:		
Shri Sanjeev Kumar Arora	Member	
APPEARANCE:		
Sh. Gulab Singh Jarodia (Advocate)	Complainants	
Sh. Nadeem Arman (Advocate)	Respondent	

Estate, New Delhi-110044

ORDER

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



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

A. Unit and project related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, 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 and location of the project	"Elvedor" at sector 37C, Gurgaon, Haryana	
2.	Nature of the project	Commercial Project	
3.	Project area	2 acres	
4.	DTCP license no.	47 of 2012 dated 12.05.2012 valid upto 11.05.2016	
5.	Name of licensee	M/s Prime IT Solutions	
6.	RERA Registered/ not registered	Not registered	
7.	Unit no.	E.097B, Ground Floor, Tower Evita (page no. 27 of complaint)	
8.	Unit area admeasuring (super area)	166 sq. ft. (page no. 27 of complaint)	
9.	Date of apartment buyer agreement	17.08.2015 (page no. 21 of complaint)	
10.	Possession clause	11 (a) Schedule for possession of the said unit	



		The company based on its present plans and estimates and subject to all exceptions endeavors to complete construction of the said building/said unit within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of company or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement.
11.	Due date of possession	17.08.2020 (due date is calculated from the date of agreement i.e., 17.08.2015)
12.	Total sale consideration	Rs. 19,11,451/- (as per statement of account dated 12.06.2023 annexed on page no. 17 of reply)
13.	Amount paid by the complainants	Rs. 7,67,305/- (as per statement of account dated 12.06.2023 annexed on page no. 17 of reply)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not obtained

B. Facts of the complaint:



- 3. That complainants duly believed the statement of the representative of respondent and applied for the allotment of a shop/unit bearing no E-097B having the super area of 166 sq. ft in the project Elvedor Retail situated at sector-37C, Gurugram with total sale consideration of Rs. 17,96,784/- which including of PLC, IFMS, Electrical and other charges. The complainants duly paid the total consideration of Rs.7,67,305/- through the cheques.
- 4. That the complainants without making any kind of delay always deposited the amount required as per the payment plan/schedule opted by the complainants immediately on receipt of letters from the respondent company which has also been admitted and acknowledged by the respondent's company officials. The Stamp Duty + Registration charges & administrative charges as mentioned in the payment plan is liable to be payable by the complainants and that too at the time of offer of possession.
- 5. That respondent also issued a welcome letter dated 20.05.2015 instead of allotment letter carrying the details of unit allotted and also the details of amount to be deposited by the complainant's time to time as per payment plan opted by the complainants.
- 6. That the complainants deposited the required amount as per the payment plan opted by the complainants according to the builder buyer agreement, which was executed between the complainants and the respondent on 17.08.2015 following carrying all the details of terms and conditions of the said BBA were complied by the complainants time to time as well as the respondent company from all the time as and when it was required.



- 7. That as per one of the terms and conditions of the said buyer's agreement dated 17.08.2015, in para no.11(a) it is clearly mentioned that regarding the possession of the said unit it was agreed and settled that the possession of the said unit/flat shall be handed over to the complainants within a stipulated period of 60 months from the date of builder buyer agreement dated 17.08.2015 (commitment period). Hence, from the above said clause as mentioned in Buyer Agreement, the respondent company was duty bound to handover the physical possession of the above said Unit/shop to the complainants positively upto 17.08.2020 and it was told by the authorised person of respondent that till date they have never delayed the completion of any project they have in their hand.
- 8. That due to illegal acts and conducts of the respondent, the complainant(s) had been suffered to great mental agony, physical harassment, financial loss, humiliation, hence the complainants are entitled to get the refund of amount of Rs.7,67,305/- deposited by the complainants with the respondent, as mentioned above alongwith interest.

C. Relief sought by the complainants:

- 9. The complainants have sought following relief(s):
 - (i) Direct the respondent to refund the entire amount of Rs. 7,67,305/along with interest @ 24% p.a.
 - (ii) Direct the respondent to pay the litigation charges of Rs. 2,00,000/-

D. Reply by respondent:

The respondent by way of written reply made following submissions:

10. That the complainants, after making independent enquiries and only after being fully satisfied about the project, had approached the



respondent company for booking of a residential unit in respondent's project 'Elvedor Retail' located in sector-37-C, Gurugram, Haryana. The respondent company provisionally allotted the unit bearing no. E.097B in favor of the complainants for a total consideration amount of Rs. 19,11,451/- including applicable tax and additional miscellaneous charges vide booking dated 04.05.2015 and opted the possession-linked payment plan on the terms and conditions mutually agreed by the complainants and the respondent company.

- 11. That the said project is a commercial project which was being developed on 2 Acres of land and comprises of retail and studio apartments. It is pertinent to mention that the foundation of the said project vests on the joint venture/collaboration between M/s Prime IT Solutions Private Limited, a company incorporated under the provisions of Companies Act, having its registered office at B-33, First Floor, Shivalik Colony (Near Malviya Nagar), New Delhi-110017 (as One Party) and M/s Imperia Structures Pvt. Ltd. (as Second Party), laying down the transaction structure for the said project and for creation of SPV (Special Purpose Vehicle) company, named and titled as 'Imperia Wishfield Pvt. Ltd.', i.e. the respondent company.
- 12. That the role of M/s Prime IT Solutions Pvt. Ltd. was indicated to the allottees/complainants vide builder-buyer agreement dated 17.08.2015, and it was conveyed that M/s Prime IT Solutions Pvt. Ltd. was the owner of the said Land and has been granted Licence No. 47/2012 by the Director General, Town and Country Planning, Haryana in respect of project land and the respondent company being an associate/jv company is undertaking implementation of the said project.



- 13. That the respondent company undertook the construction and development of the said project, without any obstruction and interference from any other party. It is pertinent to note that the land for execution of the said project was/is registered under the name of M/s Prime IT Solutions Pvt. Ltd., which is also the Licensee or License holder of the said Land. Thus, it is evident on bare perusal of the facts and of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016, which defines a 'promoter', that the said project has two promoters, i.e., M/s Prime IT Solutions Pvt. Ltd. and M/s Imperia Wishfield Pvt. Ltd., i.e., respondent company.
- 14. That in pursuance of a compromise deed dated 12.01.2016, between M/s Prime IT Solutions Pvt. Ltd. and the respondent company, a decree sheet was prepared on 21.01.2016, in a suit titled 'M/s Prime IT Solutions Pvt. Ltd. v. Devi Ram and Imperia Wishfield Pvt. Ltd.', vide which both M/s Prime IT Solutions Pvt. Ltd. and the respondent company resolved to take collective decisions for implementation of the said project and that all the expenses incurred in the process, from the dedicated project account, which would be in the name of 'M/s Imperia Wishfield Limited Elvedor Account'.
- 15. That the plaintiff in the above-quoted compromise deed is M/s Prime IT Solutions Pvt. Ltd. and this confirms the active involvement/participation of M/s Prime IT Solutions Pvt. Ltd. in the said project. These clauses bring to light the fact that M/s Prime IT Solutions Pvt. Ltd. was equally responsible for the funds collected for the execution of the said project and the money taken from allottees/complainants under the was access/usage/management/dispense/supervision of M/s Prime IT Solutions Pvt. Ltd. It is also germane to mention herein that behind the



garb of nomenclature of the said bank account, M/s Prime IT Solutions Pvt. Ltd. was also recipient of money deposited by the allottees.

- 16. That in lieu of the above said, M/s Prime IT Solutions Pvt. Ltd. issued a letter dated 23.12.2021 to the Directorate of Town Country Planning, Haryana (hereinafter referred to as 'DTCP'), requesting for grant of permission to change of developer from M/s Prime IT Solutions Pvt. Ltd. to the Respondent Company, for setting up the said Project, in response to which DTCP issued a letter bearing memo no. LC-2571/JE(S)/2022/16293 dated 09.06.2022, acknowledging the request of M/s Prime IT Solutions Pvt. Ltd. and directing terms and conditions for the same. This also clearly depicts that M/s Prime IT Solutions Pvt. Ltd. was/is developer for the said project at the time of booking dated 07.05.2012, thus, concretizing the involvement and liability of M/s Prime IT Solutions Pvt. Ltd. with respect to the said project. This letter was replied to by M/s Prime IT Solutions Pvt. Ltd. vide Letter dated 13.07.2022.
- 17. That the said project suffered a huge setback by the act of non-cooperation of M/s Prime IT Solutions Pvt. Ltd., which proved to be detrimental to the progress of the said project as majority of the fund deposited with the above-mentioned project account by the allottees was under the charge of M/s Prime IT Solutions Pvt. Ltd. and the said fund was later diverted by the M/s Prime IT Solutions Pvt. Ltd., leaving the respondent company with nearly no funds to proceed along with the said project.
- 18. That several allottees have withheld the remaining payments, which is further severally affecting the financial health of the respondent company and further, due to the force majeure conditions and circumstances, which were beyond the control of the respondent



company as mentioned herein below, the construction got delayed in the said project. Both the parties i.e., the complainants as well as the respondent company had contemplated at the very initial stage while signing the allotment letter that some delay might occur in future and that is why under the force majeure clause as mentioned in the builder-buyer agreement, it is duly agreed by the complainants that the respondent company shall not be liable to perform any or all of its obligations during the subsistence of any force majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended. It was unequivocally agreed between the complainants and the respondent company that the respondent company is entitled to extension of time for delivery of the said flat on account of force majeure circumstances beyond the control of the respondent company.

- 19. Firstly, owing to unprecedented air pollution levels in Delhi NCR, the Hon'ble Supreme Court ordered a ban on construction activities in the region from 04.11.2019 onwards, which was a blow to realty developers in the city. The Air Quality Index (AQI) at the time was running above 900, which is considered severely unsafe for the city dwellers. Following the Central Pollution Control Board (CPCB) declaring the AQI levels as not severe, the SC lifted the ban conditionally on 09.11.2019 allowing construction activities to be carried out between 6 am and 6 pm, and the complete ban was lifted by the Hon'ble Supreme Court on 14.02.2020.
- 20. Secondly, after the complete ban was lifted on 14.02.2020 by the Hon'ble Supreme Court, the Government of India imposed National Lockdown on 24.03.2020 on account of nation-wide pandemic COVID-19, and conditionally unlocked it on 03.05.2020, However, this has left



a great impact on the procurement of material and labour. The 40-day lockdown effective since 24.03.2020, extendable up to 03.05.2020 and subsequently to17.03.2020, led to a reverse migration with workers leaving cities to return back to their villages. It is estimated that around 6 lakh workers walked to their villages, and around 10 lakh workers were stuck in relief camps. The aftermath of lockdown left a great impact on the sector for resuming the fast pace construction for achieving the timely delivery as agreed under the agreement.

- 21. That the said project suffered a huge setback by the act of non-cooperation of M/s Prime IT Solutions Pvt. Ltd., which proved to be detrimental to the progress of the said project as majority of the fund deposited with the above-mentioned project account by the allottees was under the charge of M/s Prime IT Solutions Pvt. Ltd. and the said fund was later diverted by the M/s Prime IT Solutions Pvt. Ltd, leaving the respondent company with nearly no funds to proceed along with the said project.
- 22. That M/s Prime IT Solutions Pvt. Ltd. is still the land licensee for the said project, and due to their abandoning the project and breach of the compromise deed dated 12.01.2012, the registration and passing of approvals at various nodes turned to be difficult and time consuming.
- 23. That the respondent has filed an execution petition against the said M/s Prime IT Solutions for compliance of their part and responsibility in regard to said project Elvedor, which is pending adjudication before the Civil Court at Gurugram and last listed for hearing on 08.12.2022 and same is still sub-judice. Pertinent to mention that, in the said execution, the answering respondent company has prayed for recovery of Rs. 24.27 Crores towards balance construction cost of the project.



- 24. That on account of above-mentioned circumstances, in addition to certain force majeure developments, the respondent company was not able to complete the said project.
- 25. That despite all the impediments faced, the respondent company was still trying to finish the construction of the said project and managed to complete the civil work of the said tower/project, and the finishing work, leaving only the MEP work of the towers under progress.
- 26. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

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

E. I Territorial jurisdiction

28. 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

29. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:



Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

- 30. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
- F. Findings on the objections raised by the respondent:
- F.I Objection regarding non joinder of M/s Prime IT Solutions Pvt. Ltd. as a party.
- 31. While filing written reply on 03.08.2023, a specific plea was taken by the respondent with regard to non-joining of M/s Prime IT Solutions Pvt. Ltd. as a party in the complaint. It is pleaded by the respondent that there was joint venture agreement executed between it and M/s Prime IT Solutions Pvt. Ltd., leading to collaboration agreement dated 06.12.2012 between them. On the basis of that agreement, the respondent undertook to proceed with the construction and development of the project at its own cost. Moreover, even on the date of collaboration agreement the directors of both the companies were common. So, in view of these facts, the presence of M/s Prime IT Solutions Pvt. Ltd. as a respondent before the authority is must and be



added as such. But the pleas advanced in this regard are devoid of merit. No doubt there is mention to that collaboration agreement in the buyer's agreement but the complainants allottee was not a party to that document executed on 06.12.2012. If the Prime IT Solutions would have been a necessary party, then it would have been a signatory to the buyer's agreement executed between the parties on 17.08.2015 i.e., after signing of collaboration agreement. The factum of merely mentioning with regard to collaboration agreement in the buyer's agreement does not ipso facto shows that M/S Prime IT Solutions Pvt. Ltd. should have been added as a respondent. Moreover, the payments against the allotted units were received by the respondent/builder. So, taking into consideration all these facts it cannot be said that joining of M/s Prime IT Solutions Pvt. Ltd. as a respondent was must and the authority can proceed in its absence in view of the provision contained in Order 1 Rules 4 (b) and 9 of Code of Civil Procedure, 1908.

G. Entitlement of the complainants for refund:

- (i) Direct the respondent to refund the entire amount of Rs. 7,67,305/-along with interest @ 24% p.a.
- 32. In the present complaint, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest as per section 18(1) of the Act and the same 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)

33. Clause 11(a) of the buyer's agreement provides the time period of handing over possession and the same is reproduced below:

11(a).

Schedule for possession of the said unit

"The company based on its present plans and estimates and subject to all exceptions endeavors to complete construction of the said building/said unit within a period of sixty (60) months from the date of this agreement unless there shall be delay or failure due to department delay or due to any circumstances beyond the power and control of company or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total price and other charges and dues/payments mentioned in this Agreement or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement."

- 34. The complainants had booked the unit in the project of the respondent company situated at sector 37-C for a total sale consideration of Rs. 19,11,451/-. The buyer's agreement was executed between the parties on 17.08.2015. As per possession clause 11(a) of the buyer's agreement, the possession of the unit was to be handed over by within 60 months from the date of agreement. The due date for handing over of possession comes out to be 17.08.2020.
- 35. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration and as observed by Hon'ble Supreme Court of India in



Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021.

".....The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project......"

36. Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR (c), 357 reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022, it was observed as under:

"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."

37. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act. The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as 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 the unit with interest at such rate as may be prescribed.

- 38. This is without prejudice to any other remedy available to the allottee including compensation for which allottee may file an application for adjudging compensation with the adjudicating officer under sections 71 & 72 read with section 31(1) of the Act of 2016.
- 39. Admissibility of refund along with prescribed rate of interest: The section 18 of the Act read with rule 15 of the rules provide that in case the allottee intends to withdraw from the project, the respondent shall refund of the amount paid by the allottee in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and subsections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:

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."

- 40. The legislature in its wisdom in the subordinate legislation under the provision 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.
- 41. 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., 01.09.2023 is 8.75%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.75%.



- 42. The authority hereby directs the promoter to return the amount received by him i.e., Rs. 7,67,305/- with interest at the rate of 10.75% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Rules ibid.
- (ii) Direct the respondent to pay the litigation charges of Rs. 2,00,000/- .
- 43. The complainants in the aforesaid relief are seeking relief w.r.t compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. (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. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation. Therefore, the complainants are advised to approach the adjudicating officer for seeking the relief of compensation.

H. Directions of the Authority:

44. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters 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 entire amount of Rs. 7,67,305/- paid by the complainants along with prescribed rate of interest @ 10.75% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation & Development) Rules, 2017 from the date of each payment till the date of refund of the deposited 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.
- 45. Complaint stands disposed of.
- 46. File be consigned to the registry.

(Sanjeev Kumar Arora) Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 01.09.2023