

# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

	First date of hearing: Date of decision :	2502 of 2022 25.08.2022 21.12.2023
1. Sh. Rohit Khanna		
2. Smt. Jaya Khanna		
R/o: - House No. 501, Technorats Apartments,		Complainant
GHS, Plot No. 25, Sector-56, Guru	gram-122011.	

## Versus

M/s Prompt Engineering Private Limited **Regd. Office At:** LGF-F22, Sushant Shopping Arcade, Sushant Lok, Phase-I, Gurugram.

Respondent

**CORAM:** Sh. Vijay Kumar Goyal

#### **APPEARANCE:**

Sh. S.S. Hooda (Advocate) Ms. Shriya Takkar (Advocate)

## ORDER

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

A. Unit and project related details

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Member

Complainants Respondent



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

S.No.	Particulars	Details	
1.	Name of the project	"M3M Corner Walk", Sector 74 Gurugram, Haryana	
2.	Nature of the project	Commercial Project	
3. U	Unit no.	R4-LG 010 on Lower ground in block 4	
		(As per annexure A4 on page 28 of complaint)	
4.	Unit admeasuring area	850.75 sq. ft. of super area (As per annexure A4 on page 28 of complaint)	
5.	Allotment letter	01.02.2019	
	(For R4-LG010)	(As per annexure A4 on page 28 of complaint)	
6.	Date of execution of	Contraction of the second s	
	agreement for sale	(As per page no. 66 of complaint)	
	HAR	<ul> <li>7.1 Schedule for possession of the Unit: The promoter agrees and understands that timely delivery of possession of the unit along with the car parking space(s), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement. (As per page no. 88 of the complaint)</li> </ul>	
8.	Date of tri-partite agreement		
9.	Pre cancellation notice	(As per page no. 39 of the complaint) 21.04.2021 (As per annexure R-14 on page no. 144 of reply)	
10.	Cancellation notice	25.05.2021 (As per annexure R-15 on page no. 145 of reply)	
11.	Payment plan	Time linked payment plan	
12.	Total sale consideration	(As per page no. 33 of complaint) Rs.1,91,71,144/- (As per annexure A on page no. 33 of complaint)	



		(Inadvertently mentioned as Rs.1,19,71,144/- in proceedings dated 21.12.2023)	
13.	Total amount paid by the complainants	Rs.28,75,671/- (As per page no. 53-57 of the complaint)	
14.	Percentage of amount paid	14.99% (Inadvertently mentioned as 24.02 in POD dated 21.12.2023)	
15.	Occupation certificate	31.08.2021 (As per annexure R-4 on page no. 86 of reply)	
16.	Offer of possession	Not offered being cancelled	

## B. Facts of the complaint

- 3. The complainants have made the following submissions:
  - I. That after visiting various places in Gurugram in search of a good commercial unit, the complainants came into contact with the respondent's company officials by the sales/marketing agent of the respondent, where it was informed to the complainants that the respondent's company is developing a project "M3M Corner Walk" situated at Sector-74,Gurugram and after going through the attractive brochure, the payment plan and assurance given by the officials of the respondent regarding constructing of various projects in Gurugram and other districts of Haryana within the stipulated period. It was intimated that project is in pre-launching stage and it would be huge benefits to the complainants as after launching of the project, the rates of the properties would soar to the great highs and by the reputation of the respondent, the complainants decided to have an accommodation in the project of the respondent.
  - II. That complainants duly believed the statement of the representative of the respondent and applied for the allotment of shop bearing unit no R2-LG-016 having the super area of 696.20 sq. ft. with total sale



consideration of Rs.1,56,04,144/-. The complainants duly paid the booking amount of Rs.11,00,000/- vide cheque dated 02.05.2018.

- III. That at the time of booking the authorized representative assured to issue necessary documents for the allotment of shop no R2-LG-016 within 5-7 days, thus the above-mentioned representative succeeded in their illegal design and ulterior motive to extract money by inducing the complainants to trap in sale purchase of a shop which was not at all available at that time with the respondent. The representative of the respondent does not issue any receipt of the cheque and any documents towards the receipt of cheque for the unit.
- IV. That after receiving the allotment money no receipt/ agreement was executed with the complainants and on pursuing it strongly by the complainants than only they received a letter dated 02.07.2018 from the respondent whereby the buyer's agreement was forwarded to the complainants, however, the complainants were surprised and shocked to see that in the said letter the number of shop allotted was mentioned as R2 LG-015 instead of agreed and allotted R2-LG-016.
- V. That the complainants immediately brought this fact to the notice of the concerned Relation Manager vide email dated 27.08.2018 of the respondent and the complainants were assured by the respondent that they will look into this and shall allot the same shop for which the advance booking amount deposited by them. But the respondent failed to allot the shop to them.
- VI. That the complainants managed to book an appointment with Sh. Gagan Mehta who is AGM Sales of the company, which was fixed for 30.08.2018 in M3M office. During this meeting Sh. Gagan Mehta informed that the unit allotted to the complainant bearing no. R2-LG-016 has been allotted to someone else on a higher premium and as such



the same cannot be changed under any circumstances. The complainants were astonished to see the behavior of Sh. Gagan Mehta as at the time of booking the unit, respondent company were behaving very nicely and after taking booking amount from the complainants, the respondent was least bothered to resolve the issues. Keeping in view the above fact, the complainants requested Sh. Gagan Mehta to refund the booking amount of Rs.11,00,000/- but the same was denied to them.

- VII. That the respondent duly cheated and played fraud with the complainants firstly respondent took the booking amount of the unit which was subsequently sold to other party and further refused to refund the booking amount.
- VIII. That the respondent further played the fraud with the complainants by inducing them under pressure to save the booking amount to make an application to apply for the alternative unit in place of applied unit R2-LG-016.
  - IX. That having left with no other option and to save the hard-earned money the complainants bow down to the illegal demand just to save there booking amount and agreed with the respondent.
  - X. That the respondent again used the helpless situation of the complainants by forcing them to take the unit bearing no. R4 -LG-010 having super area of 850.75 sq.ft. for a total sale consideration of Rs.1,91,71,144/-. Needless to say, the forced allotment of unit increased the financial burden on the complainants by Rs.35,67,000/-. However, left with no other option, complainants agreed for change of shop no from R2 -LG-015 to R4 -LG-010. That the respondent took 1 year after receiving the money from the complainants to book a commercial unit and allotment letter was signed with the complainants on 04.09.2019.



- XI. That on the persuasion of the respondent, the complainants eventually approached Piramal Capital & Housing Finance Ltd. in order to avail the subvention scheme for balance payment and Piramal Capital & Housing Finance Ltd. sanctioned the loan vide sanction letter dated 14.12.2018. That the respondent had issued letters pertaining to permission to mortgage, tripartite agreement which the complainants agreed and followed. Thereafter the draft of tripartite agreement dated 21.01.2019 was shared by the respondent for affixing the signatures on the said agreement.
- XII. That complainants duly paid the payment as per the subvention payment plan amounting to Rs.28,85,674/- i.e., Rs.11,00,000/- through cheque dated 02.05.2018, Rs.13,11,047/- through cheque dated 28.09.2018, Rs.438948/- and Rs.25,676/- through cheques dated 23.02.2019 and Rs.10,003/- through cheque dated 02.03.2019.
- XIII. That the respondent played another fraud on the complainants by misleading them. It was agreed that the said unit is allotted under subvention payment plan and according to which only 20% of the basic sale price was to be paid initially and balance 80% was to be paid on final handover of the unit by Piramal Capital & Housing Finance Ltd as per the tripartite agreement dated 21.01.2019. However, the complainants were shocked to receive a demand notice dated 30.01.2019 despite sanctioning of the loan. The respondent issued a demand notice asking the complainants for payment of Rs.44,94,946/which was unwarranted as per the terms and conditions of the subvention plan and tripartite agreement.
- XIV. That the respondent issued a provisional allotment letter dated 20.02.2019 to the complainants in which the payment plan and other



terms and conditions were mentioned and they were only asked to sign on the dotted lines. The agreement for sale was executed on 24.04.2019.

- XV. That the complainants received a letter dated 04.09.2019 mentioning the revised payment plan which had taken them by surprise and later realized that the same was mentioned in the agreement for sale as well. The respondent failed to disclose it to the complainants regarding the revised payment schedule. However, when they contacted Mr. Gaurav Garg (then Relationship Manager of the respondent), he assured them that the payment plan would be as per the initial understanding only i.e. the remaining payments were to be made on the final handover of the unit and completion of entire project. It is relevant to mention here that no demand notice was received by them from the respondent.
- XVI. That the complainants were astonished to see that the respondent has sent 6 tax invoices/ demand notices dated 01.04.2021 all having same invoice/demand No. ONET /00009/21-22, Ref. No.00341 whereby a total amount of Rs.1,10,23,411/- was demanded from them and which was to be paid by 20.04.2021 i.e., within 18 days of the demand notices failing which the complainants would be burdened with 9.30% interest per annum. Thereafter they immediately contacted Sh. Sumit Gaur (Current Relationship Manager) and raised their concern that as per the settled payment plan, the complainants were required to make the balance payment at the time of offer of possession. The complainants also sent an email dated 15.04.2021 to the respondent requesting them to adhere to the initial payment plan and be allowed to pay at the time of offer of final possession however the respondent failed to redress their grievance.
- XVII. That that respondent has cancelled the tripartite agreement with Piramal capital & housing finance to the complainants without any

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intimation therefore the respondent asked the complainants to approach ICICI Bank afresh with which the respondent has latest arrangements qua financing the units of the borrower/buyer in the projects. The complainants approached to the ICICI Bank and also apprise the respondent by informing them that they are in touch with ICICI Bank for financing facilities and already submitted the required documents. It is relevant to mention here that surprisingly ICICI Bank has put the business of the complainants in negative covid list and did not approve the loan of the complainants.

- XVIII. That due to respondent cancelled the pre-approved loan with Piramal Capital & Housing Finance Ltd and due to the Covid-19 the ICICI did not approved the loan amount, the respondent took the undue advantage of the helpless situation of the complainants and with malafide intention sent a default/pre-cancellation notice dated 21.04.2021 to the complainants whereby the complainants were asked to pay Rs.1,19,92,245/- on the very same day. The respondent has indulged in unfair trade practice from the very beginning as he has taken the booking amount of the unit but failed to deliver the possession of the same. The complainants have booked the unit under subvention scheme whereby the respondent had not only agreed to demand the payment at the time of offering the possession but also to provide Bank/NBFC of their choice. The respondent has miserably failed to adhere to the terms and due to this the complainants have suffered mentally as well as financially.
  - XIX. That, the respondent have crossed all the limits of harassing the complainants when the respondent cancelled the allotment of the unit and forfeit the amount paid by the complainants vide letter dated 25.05.2021 which was further confirmed vide mail dated 10.06.2021 by

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giving flimsy and vague reasons of non-adherence to the payment schedule.

- XX. That the complainants sent a legal notice dated 22.07.2021 to the respondent to refund the entire amount of Rs.28,75,671/ - along with interest @9.30% p.a. However, the respondent sent a reply to the legal notice dated 02.11.2021 stating incorrect facts.
- XXI. That instead of admitting their fault/negligence, the respondent kept on issuing reminders for illegal demand regularly, the respondent crossed all the limits by keeping aside all the provisions of law of land and without having any fear of law of land.
- XXII. The complainants are left with no other option but to file the present complaint before the Authority.

## C. Relief sought by the complainants:

- 4. The complainants have sought following relief(s):
  - a. Direct the respondent to refund the entire paid-up amount of Rs.28,75,671/- along with interest at the rate of 24% per annum.
  - b. Direct the respondent to withdraw all demand notices.

## D. Reply by the respondent:

- 5. The respondent has contested the complaint on the following grounds:
  - i. That after making independent enquiries and only after being fully satisfied about the project the alleged complainants approached the respondent for booking of a residential unit in the project 'M3M Corner Walk' being developed by the respondent.
  - ii. That in consideration of the booking amount paid by the complainants and their commitments to comply with the terms of the booking/allotment and make timely payments of demands the respondent allotted unit no. R2 LG 015 in the project 'Corner Walk' vide allotment letter dated 01.06.2018. That the complainants failed

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to make the payment pursuant to the allotment, therefore the respondent was constrained to issue a reminder letter dated 10.10.2018 to the complainants.

- iii. That the complainants vide email dated 20.10.2018 requested the respondent to substitute the allotted unit i.e. R2 LG 015 with the unit bearing no. R4 LG 010. Therefore, the respondent acceding to the request of the complainants agreed to substitute the unit and an agreement for the substitution of the unit dated 22.10.2018 was executed between the parties. However, the complainants again failed to make the timely payments and therefore the respondent was constrained to issue a pre-cancellation letter dated 26.10.2018.
- iv. That the complainants were facing some financial constraints and therefore the respondent assisted them at every stage and also helped them getting the loan application approved in order to finance the purchase of the unit bearing no. R4 LG 010. That on 14.12.2018, the complainant's loan application was duly approved and a loan amount of Rs.1,13,75,000/- was sanctioned. Thereafter, a tripartite agreement dated 21.01.2019 was executed between the parties. That the respondent also provided the complainants with the permission to mortgage dated 30.01.2019 in respect of the said unit.
- v. Subsequently, in consideration of the complainant's commitment to comply with the terms of the booking and make timely payments of the demands, the respondent vide allotment letter dated 20.02.2019 allotted the substituted unit bearing no. R4 LG 010 to the complainants. As per the terms of the allotment letter the agreement for sale was to be executed and registered in the furtherance of the allotment letter. It is submitted that the cost of the unit as per the allotment letter dated 20.02.2019 for an area 428.73 sq. ft. was Rs.



1,97,31,410/- plus other charges. That the complainants being the allottees, on their own free will and after due understanding of the legal import and effect had opted for the specific payment plan.

- vi. That thereafter the respondent sent copies of the agreement for sale to the complainants for execution vide letter dated 22.02.2019. After having read, understood and agreed with all the terms therein, the agreement for sale was executed on 24.04.2019. It is pertinent to mention that the agreement duly covers all the liabilities and rights of both the parties.
- vii. That in view of the booking and commitment to make timely payments, the respondent vide letter dated 04.09.2019 offered the complainants a monthly pre-handover amount to provide them the comfort of the respondent's commitment to deliver the unit on time. It is submitted that as per the letter dated 04.09.2019, the respondent shall pay the pre-handover amount of Rs. 23,540/- to the complainants per month from 28.02.2019 to till the date of notice of offer of possession. The respondent in complainants.
- viii.

That the respondent raised the demands as per the terms of the agreed payment plan and in terms of the agreement for sale. However, the complainants failed to make the timely payments of the said demands despite the complainants commitment to strictly adhere to the payment plan. It is submitted that the complainants failed to fulfil the contractual obligation of making timely payment which was the essence of the agreement for sale. Therefore, the respondent was constrained to issue a pre-cancellation letter dated 21.04.2021. The complainants despite the issuance of the pre-cancellation letter failed to make the timely payments and therefore



the respondent issued a cancellation letter dated 25.05.2021. Pursuant to the cancellation of the unit, the complainants requested the respondent to revive the unit as they are shifting their loan in ICICI Bank for lower interest rate.

- ix. That despite the non-fulfilment of the obligation of making timely payment, the respondent fulfilled its promise and completed the construction and development of the complex way before the agreed timeline and applied to the competent authority for the grant of the Occupation Certificate on 28.05.2021. That after due inspection and verification of each and every aspect Occupation Certificate was granted by the competent authority on 31.08.2021. Thus, the construction of the project has been completed much before the prescribed commitment period i.e., March, 2025.
- x. The respondent vide an application dated 15.12.2023 submitted that without prejudice to its rights, to bring closure to the matter refunded an amount of Rs.1,72,477/- post necessary deductions vide NEFT on 21.11.2023 as full and final settlement of all the dues of the complainants. Thus, they are not entitled to any relief whatsoever and the present complaint merits dismissal.
- 6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

## E. Jurisdiction of the authority:

7. The authority has complete territorial and 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 allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

#### Section 11.....

(4) The promoter shall-

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

## Section 34-Functions of the Authority:

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

8. 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 relief sought by the complainants:

F.I Direct the respondent to refund the paid-up amount of Rs.28,75,671/- at the rate of 24% per annum

 The complainants booked a unit No R2-LG-016 having the super area of 696.20 sq. ft. with total sale consideration of Rs.1,56,04,144/- in the project named " M3M Corner Walk' at Sector-74,Gurugram. The



complainants received a letter dated 02.07.2018, they were surprised and shocked to see that in the said letter the number of shop allotted was mentioned as R2 LG-015 instead of agreed and allotted R2-LG-016. The complainants vide email dated 28.08.2018 informed the respondent that letter dated 02.07.2018 contains the allotted unit no. as R2 LG-015 instead of the originally allotted R2-LG-016 and requested to send the corrected agreement letter to proceed further. But the respondent sent an allotment letter dated 04.09.2019 contains another unit no. R4 LG-010 and the complainants accepted the same. The agreement for sale was executed between the complainants on 24.04.2019 and the complainants paid a total amount of Rs.28,75,671/- against total sale consideration of Rs.1,91,71,144/-.

- 10. The occupation certificate was received by the respondent from the competent authority on 31.08.2021. However, the complainants defaulted in making payment of the outstanding amount as per the payment plan and therefore the respondent was constrained to issue a pre-cancellation letter dated 21.04.2021 requesting the complainants to comply with their obligations. However, despite repeated follow ups and communications and even after the issuance of the pre-cancellation letter the complainants failed to act further and comply with their contractual obligations and therefore the allotment of the complainants was finally terminated vide letter dated 25.05.2021.
- 11. The counsel for respondent submitted an application on 15.12.2023 along with a statement of account dated 21.11.2023 to bring on the record that an amount of Rs.1,72,144/- has been paid to the complainants as full and final settlement of all the dues of the complainants. The same fact has been contended by the counsel for the respondent during proceedings dated 21.12.2023 that the complainants



are not entitled to any refund as amount mentioned above has already been paid to the complainants. The counsel for the complainants vide proceedings dated 21.12.2023 stated that the financial institution has disbursed the loan amount to the respondent and they have paid 80% of the sale consideration. But there is no document placed on record to prove this contention of the complainants. So the total amount paid by the complainants comes to Rs.28,75,671/-.

- 12. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment, the complainants had paid Rs.28,75,671/-against the total sale consideration of Rs.1,91,71,144/-. The respondent/builder sent a demand letter dated 01.04.2021 which is to be payable on or before 20.04.2021 as per payment plan mentioned in the allotment letter, before issuing a pre-cancellation letter dated 21.04.2021 asking the allottee to make payment of the amount due but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 25.05.2021. Further, section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Hence, cancellation of the unit in view of the terms and conditions of the payment plan annexed with the allotment letter dated 04.09.2019 is held to be valid.
- 13. The issue with regard to deduction of earnest money on cancellation of a contract arose in cases of *Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136*, and wherein it was held that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation



of allotment, the flat remains with the builder as such there is hardly any actual damage. National Consumer Disputes Redressal Commissions in CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited (decided on 29.06.2020) and Mr. Saurav Sanyal VS. M/s IREO Private Limited (decided on 12.04.2022) and followed in CC/2766/2017 in case titled as Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022, held that 10% of basic sale price is a reasonable amount to be forfeited in the name of "earnest money".

14. Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was farmed providing 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."

15. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent/builder can't retain more than 10% of sale consideration as earnest money on cancellation but that was not done. So, the respondent/builder is directed to refund the amount received from the complainants i.e., Rs.28,75,671/- after deducting 10% of the basic sale consideration as earnest money and the amount paid by the respondent as pre-handed over and return the remaining amount along with interest at the rate of 10.85% (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 termination/cancellation 25.05.2021 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

## G. Directions of the Authority:

- 16. 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 amount i.e., Rs.28,75,671/- received by him from the complainants after deduction of 10% of the consideration amount as earnest money and the amount already paid by the respondent as pre-handover along with interest on such balance amount at the rate of 10.85% p.a. from the date of cancellation i.e., 25.05.2021 till the actual date of refund of the amount.
- A period of 90 days is given to the respondent-builder to comply with the directions given in this order and failing which legal consequences would follow.
- 17. Complaint stands disposed of.
- 18. File be consigned to the registry.

(Vijay Kumar Goyal) Member Haryana Real Estate Regulatory Authority, Gurugram Dated: 21.12.2023