

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

Complaint no.	:	963 of 2021
Date of filing:		17.02.2021
Date of decision:		29.03.2024

1. Dushyant Kothari
2. Garima Kothari
3. Arihant Kothari

All RR/o C-104, Greater Kailash-1, New Delhi-110048

Complainants

Versus

M/s Advance India Projects Ltd.

Office address: 232B, 4th floor, Okhla Industrial Estate,
Phase-III, New Delhi-110020.

Respondent

CORAM:

Shri Sanjeev Kumar Arora

Member

APPEARANCE:

Mr. Dhruv Lamba (Advocate)

Complainants

Mr. M. K Dang (Advocate)

Respondent

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 as provided 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. Project and unit related details

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

S. N.	Particulars	Details
1.	Name of the project	"AIPL Joy Street", Sector-66, Gurgaon
2.	Nature of project	Commercial colony
3.	RERA registered/not registered	157 of 2017 dated 28.08.2017 Valid up to 31.12.2020
4.	DTPC License no.	7 of 2008 dated 21.01.2008 152 of 2008 dated 30.07.2008
	Validity status	20.01.2022 01.08.2016
	Licensed area	2.8875 acres 13.55
	Name of licensee	Landmark Apartments Private Limited Ananya Land Holdings
5.	Application letter dated	18.02.2017 [pg. 44 of reply]
6.	Unit no.	SF/042A food court [pg. 76 of reply]



7.	Unit area admeasuring	775.46 sq. ft. [Super area] [pg. 76 of reply]
8.	Date of builder buyer agreement	05.04.2017 [pg. 74 of reply]
9.	Total sale consideration	₹ 96,16,952.41/- [As per statement of account dated 04.02.2023 at page no. 8 of written submissions on behalf of complainant]
10.	Amount paid by the complainant	₹ 90,76,146.71/- (94%) [As per statement of account dated 04.02.2023 at page no. 8 of written submissions on behalf of complainant]
11.	Possession clause	Clause 45 of BBA <i>Subject to the aforesaid and subject to the Applicant not being in default under any part of this Agreement including but not limited to the timely payment of the total Price and also subject to the Applicant having complied with all formalities of documentations prescribed by the Company, the Company endeavors to hand over the possession of the Unit to the Applicant <u>within a period of 42 (forty two) months, with a further grace period of 6 (six) months, from 1 January 2016.</u></i>
12.	Due date of possession	01.01.2020
13.	Reminder letter dated	13.01.2021



		[As per page no. 122 of reply]
14.	Pre- termination letter dated	16.01.2021 [As per page no. 123 of complaint]
15.	Occupation certificate	28.09.2020 [As per page no. 106 of reply]
16.	Offer of constructive possession	01.10.2020 [As per page no. 114 of reply]

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- The complainants i.e., Mr. Dushyant Kothari, Mrs. Garima Kothari, Mr. Arihant Kothari, R/o C-104, Greater Kailash-1, New Delhi. The complainants squarely fall under the definition of "Allotee" under Section 2(d) of The Real Estate (Regulation and Development) Act, 2016.
 - That the complainants are allottees within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016. The respondent company, M/S ADVANCE INDIA PRIVATE LIMITED is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services.
 - Date of issuance of approval by the office of the Director General, Town & Country Planning, Chandigarh, Government of Haryana (DTCP) vide license no. 7 OF 2008 dated 21.01.2008 for the development of the project.



d. The respondent company announced the launch of "AIPL JOYSTREET" Project in the year 2008. The complainants while searching for a commercial space were lured by the advertisements /brochures /sales representatives of the company to buy a house in their project namely "AIPL JOYSTREET" project at Sector 66, Gurugram Haryana. The agents and officers of the respondent's company told the complainants about the moonshine reputation of the company and the agents of the respondent's company made huge presentations about the project mentioned above and also assured that they have delivered several projects in the national capital region prior to this project. The respondent handed over one brochure to the complainants, which projected a very interesting landscaping of the said project and went on to incite the complainants to part with their hard-earned money by way of making payments. The respondent claimed that they have taken all due approvals, sanctions and government permissions towards development and construction of "AIPL JOYSTREET" project and after representing through brochures, about the facilities to be provided, the respondent managed to impress the complainants, who then decided to invest their hard-earned money in purchasing the unit at "AIPL JOYSTREET" project.

e. The complainants on various representations and assurances by the respondent filed the booking application of the unit in the project on the date 17.01.2017 and later, on the date 20.02.2017 the demand by the respondent was raised for the booking amount, which was paid by the complainants subsequently, amounting to



₹5,00,000/- vide cheque no. 3204081 dated 20.02.2017 drawn on DBS Bank Ltd, of the said unit bearing SF/042A at " AIPL Joystreet" in Sector 66, Gurgaon having super area measuring 475.75 sq. ft.

- f. The complainants made a payment of approximately 70% to 75% of the total consideration towards the total basic sale price (hereinafter referred to as the BSP), car parking, external development charges (hereinafter referred to as the EDC)/infrastructure development charges (hereinafter referred to as the IDC), IBMS/IFMS, Power Backup, PLC of the unit from 2008 onwards.
- g. The respondent company issued a notice of offer possession dated 01.10.2020 intimating of constructive possession of unit no. SF/042A (hereinafter referred to as 'Unit') admeasuring 775.58 sq. ft. (super built-up area in the aforesaid project for a total sale consideration of ₹95,33,850/- including basic sale price, development charges etc. In the offer for possession, the respondent has mentioned that they will handover constructive possession and never physical possession and the respondent is asking the complainants to sign an indemnity bond stating that the complainants shall never seek physical possession of the unit.
- h. When the complainants attempted to visit the unit they were not allowed saying that the respondent does not permit any buyer/allottee to visit the site during the construction period. That though the payment to be made by the complainants was to be made based on the construction on the ground, unfortunately the demands being raised were not corresponding to the factual



situation of construction on ground and the payments were still asked for by the respondent.

- i. That after the payment of each and every demand letter, the complainants were in the hope that they will get possession of their unit soon, but the dreams of the complainants were shattered and scattered as the respondent left no stone unturned to cheat the complainants and extract money from the complainants, when all the while, the development on the site was not in line with the construction linked plan based on which the payment was being collected.
- j. The respondent is guilty of deceiving the complainants, as the original layout that was shown at the time of the execution of the unit buyer's agreement has not been complied with, rather the respondent has merged two neighbouring units to create one kiosk. Whereas the complainants had made a booking for an independent unit in the food court and were provided an independent unit number with a specific physical square footage. The merging of units has meant that the originally sold unit does not exist and an alternative merged unit has been created.
- k. As per clause 10 of the BBA, if due to modifications the "project" does not include the "unit" then the allottee is entitled to refund with interest at 18%. The "unit" is number 042A measuring 775.4Sq. ft. this unit does not exist anymore' as the developer has merged units and has also changed the layout plan of the food court resulting in a downgrading of the originally selected prime central



food court location that is now at the fringe end of the food court as a result of the unilateral changes by AIPL.

- l. The complainants lost hope of getting physical possession of the unit and also their hard-earned money, as neither the agents of the respondent nor the company itself were responding about the status or the date of the physical possession of the unit/flat.
- m. The complainants contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainants regarding the physical possession. Some or the other reason was being given. When the layout of the food court was changed and the position of the complainant's unit within the food court was downgraded, the complainant was not notified of such changes. Further, the respondent has revised the building plans of the project in 2020 but has failed to inform the complainant about the revisions made.
- n. That it is absolutely evident that the respondent is involved in unethical/unfair practices so as to extract money from the complainants and the respondent company capriciously involved themselves in demanding money illegally from the complainants. The complainants should have received the offer of possession of the unit on date 01.01.2020 but were delayed possession by 9 months approx. by the respondent and the possession letter was delivered to the complainants on 01.10.2020.
- o. During the period, whenever the complainants went to the office of the respondent and requested the respondent to allow them to visit



the site, they were denied saying that they do not permit any buyer/allottee to visit the site during construction period. Once the complainants visited the site, they were not allowed to enter the site.

- p. That offering of possession by the respondent on payment of charges which the unit buyer is not contractually bound to pay, cannot be considered to be a valid offer of possession. In respect of the cases where electricity connection charges and electricity substation charges were never payable, as per the buyer's agreement, by the complainants and hence the offer of possession is not a valid offer of possession, even for those units, for which the occupancy certificate has been received.
- q. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their units and the provisions allied to it. The modus operandi adopted by the respondent, from the respondent's point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.
- r. That the complainants has not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law. The complainants after losing all



the hope from the respondent company, after being mentally tortured and also losing considerable amount, are constrained to approach this Hon'ble Authority for redressal of their grievance. Hence this petition.

C. Relief sought by the complainant:

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

- a. Direct the respondent to refund the total amount paid along with interest @18%.
- b. Hold the respondent guilty of indulging into unfair practices and providing deficient services to the complainants and award compensation of ₹30,00,000/-.
- c. Award pendente lite interest @ 18% p.a.
- d. Cost of litigation- ₹50,000/-.

5. On the date of hearing, the authority explained to the respondent/promoters 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 by way of written reply made the following submissions:

- a. That the complainant, after checking the veracity of the project namely, "AIPL Joy Street, Sector 66, Gurugram had applied for allotment of a unit vide the booking application form. The complainant agreed to be bound by the terms and conditions of the documents executed by them. Based on it, the respondent allotted to the complainant unit bearing no. SF/042A having tentative super

area of 75.467 sq. ft. for a sale consideration of ₹79,87,238/- (exclusive of the registration charges, stamp duty, service tax and other charges). The complainants and the respondent executed the unit buyer's agreement on 05.04.2017 and the complainants agreed to be bound by the same.

- b. That the complainants were aware from the very inception that the unit has been booked by them not for the purpose of self-occupation and use by the applicant but for the purpose of leasing out to third parties along with combined units as larger area. The complainants gave rights to the respondent to lease out the unit along with other combined unit as a larger area and that the complainants would not object to the same. The respondent had the authority to negotiate and finalize the leasing arrangement in terms of the unit and the complainants had agreed to execute the documents as and when necessary and desired by the respondent in this connection.
- c. That the respondent completed the construction of unit and applied for the grant of occupation certificate on 16.07.2020 which was granted by the concerned authorities on 28.09.2020. That as per the terms of the allotment, the respondent offered the constructive possession of the unit to the complainants on 01.10.2020 and as per the statement of account huge amount of ₹35,75,901.54/- is still payable by the complainants to the respondent. It was informed to the complainants vide the said offer that they are bound to complete the documentation formalities and make payment towards the outstanding amount by 16.10.2020 and any delay in doing so would attract Holding charges as per the terms of the agreement.



- d. That the respondent had also attached three payment demand dated 01.10.2020 along with the notice of possession. However, despite being aware that timely payment of the instalment amount was the essence of the allotment, the complainants have till date failed to remit the due amount despite reminder dated 13.01.2021 and pre-termination letter dated 16.01.2021.
- e. That it is submitted that the complainants are real estate investors who had booked the unit in question with a view to earn quick profit in a short period. However, it appears that their calculations have gone wrong on account of severe slump in the real estate market and the complainants now want to unnecessarily harass, pressurize and blackmail the respondent by filing such baseless, false and frivolous complaint. Such malafide tactics of the complainants cannot be allowed to succeed.
7. Copies of all relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided based on these undisputed documents and submissions made by parties.
8. Written arguments on behalf of complainant & respondent have been filed on 19.04.2023 & 21.02.2024 respectively and the authority have taken cognizance of the same.

E. Jurisdiction of the authority

9. The plea of the respondents 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

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

11. 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 promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

12. 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.

13. 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. (Supra)* 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** 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."

14. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases 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 relief sought by the complainant.

F.I. Direct the respondent to refund the total amount paid along with interest @18%.

15. The complainants were allotted unit no. SF/042A, admeasuring 775.46 sq. ft. in the project "AIPL Joy Street" Sector 65 by the respondent-builder for a total sale consideration of ₹96,16,952.41/- and they had paid a sum of ₹90,76,146.71/- which is 94% of the sale consideration. The respondent got the occupation certificate from the competent authority on 28.09.2020 and offered the constructive possession of the unit on 01.10.2020. Thereafter, the respondent issued demand letter as per the payment plan and subsequently issued reminder letters. Upon failure of complainants to pay the outstanding dues the respondent issued pre-termination letter dated 16.01.2021.
16. The counsel for the complainants stated that clause 11 and 12 of the buyer's agreement dated 05.04.2017 deals with the procedure for taking possession and handing over of possession respectively and no concept of constructive possession is defined in the said agreement. Furthermore, as per clause 45 of the BBA the respondent is liable to handover the possession of the unit to the allottee within a period of 42 months with a further grace period of 6 months from 01.01.2016. It was further asserted on behalf of the complainants that the words "Constructive possession" are nowhere used in the entire agreement rather only the word "possession" is mentioned which clearly means physical handover of possession. The counsel for the respondent during the course of hearing dated 09.02.2024 objected to the same and submitted that vide clause 41 of the booking application form it has been



made clear to the complainants that the unit is not for the purpose of self-occupation and is for the purpose of leasing to third party along with combined units as larger area. However, the counsel for the complainants clarified w.r.t the aforementioned contention and stated that the clauses of booking application form are superseded on the execution of the detailed buyer's agreement. He further submitted that clause 37 of the buyer's agreement categorically mentions that the buyer's agreement including the preamble along with its annexures supersedes any and all understandings, any other agreements, correspondences, arrangements, whether written or oral between the parties and hence, clauses of booking application form are irrelevant at this stage. There is only arrangement for leasing but there is no such express provision anywhere vide which constructive possession was offered to the complainant allottee. In the light of the aforementioned submissions made above, the Authority is of the view that as per the buyer's agreement dated 05.04.2017, both the parties have agreed onto the physical handover of possession of the subject unit and accordingly, the respondent was liable to handover the physical possession of the subject unit to the complainant allottee and not the constructive possession. Therefore, the offer of constructive possession dated 01.10.2020 cannot be said to be the lawful/ valid offer of possession as it is bad in the eyes of law and liable to be struck down which will lead us to a logical conclusion that no valid/ lawful offer of possession has been made to the complainant allottee till date by the respondent company wherein respondent company has offered physical handover of the subject unit to the complainant allottee.



17. Keeping in view the fact that the complainant allottee wishes to withdraw from the project and is seeking return of the amount received by the promoter in respect of the unit with interest on failure of the promoter to complete or inability to give the possession of the subject unit in accordance with the terms of the agreement for sale or duly completed by the date specified therein. This Authority is of the view that it is evidently clear from the conduct of the respondent that they had wilfully ignored the legitimate contractual right of the complainant and he has become entitled to his right under section 19(4) to claim the refund of amount paid along with interest at prescribed rate from the promoter. Accordingly, the promoter is liable to return the amount received by him from the allottee in respect of that unit with interest at the prescribed rate.
18. **Admissibility of refund along with prescribed rate of interest:** The complainant allottee is seeking refund of the amount paid by him along with interest as he intends to withdraw from the subject project. Accordingly, proviso to section 18 provides that where an allottee intends to withdraw from the project, he shall be returned the complete amount paid by him to the promoter along with interest at such rate as may be prescribed, and it has been prescribed 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 sub-sections (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

19. 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.
20. 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., 29.03.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85% per annum.
21. 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. (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. it was observed:

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

22. 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). 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 he 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. This is without prejudice to any other remedy available to the allottee including compensation for which he may file an application for adjudging compensation with the adjudicating officer under section 71 read with section 31(1) of the Act of 2016.
23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to refund of the entire amount paid by him along with interest at the rate of 10.85% per annum (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 Haryana Rules 2017 *ibid*.

F.II. Hold the respondent guilty of indulging into unfair practices and providing deficient services to the complainants and award compensation of ₹30,00,000/-.

24. In view of the findings w.r.t. the relief no. 1 by the authority the above mentioned reliefs stands redundant.

F.III. Award pendente lite interest @ 18% p.a.

F.IV. Cost of litigation- ₹50,000/-

25. The complainants are seeking relief w.r.t. compensation in the above-mentioned relief. *Hon'ble Supreme Court of India in civil appeal titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.(supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense 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 & legal expenses. Therefore, for claiming compensation under sections 12, 14, 18 and section 19 of the Act, the complainants may file a separate complaint before the Adjudicating Officer under section 31 read with section 71 of the Act and rule 29 of the rules.

G. Directions of the authority

26. 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):

- a. The respondent is directed to refund the paid-up amount of ₹90,76,146.71/- along with the interest at the prescribed rate i.e., 10.85% from the date of each payment till the actual date of refund



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of the amount within the timelines provided in rule 16 of the rules, 2017.

b. A period of 90 days is given to the respondents to comply with the directions given in this order and failing which legal consequences would follow

27. The complaint stands disposed of.

28. File be consigned to registry.



Sanjeev
(Sanjeev Kumar Arora)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Date: 29.03.2024

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