

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

Complaint no.: 5578 of 2022
Order reserved on: 30.11.2023
Order pronounced on: 04.01.2024

1. Brig. Sanjeev Jarial

R/o:- MIG-117, Sector 4, PO-Parwanoo, Solan,
Himachal Pradesh-173220

2. Himangi Sinha

R/o:- 390, Ground floor, Double Storey, near Sai
Temple, New Rajinder Nagar, Delhi-110060.

Complainants

Versus

M/s S.S. Group Private Limited.

Regd. Office at: - Plot no. 77, Sector 44, Gurugram,
Haryana.

Respondent

CORAM:

Sh. Vijay Kumar Goyal

Member

APPEARANCE:

Sh. Shashi Bhushan Parshad (Advocate)

Sh. Rahul Bhardwaj (Advocate)

Complainants
Respondent

ORDER

1. The present complaint has been filed by the complainant/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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

| Sr.No | Particulars | Details |
|-------|--|---|
| 1. | Name of the project | "The Leaf", Sector 85, Gurugram |
| 2. | Nature of project | Group Housing Complex |
| 3. | RERA Registered/ Not Registered | Registered 23 of 2019 dated 01.05.2019 |
| 4. | DTPC License no. | 81 of 2011 dated 16.09.2011 |
| | Validity upto | 15.09.2024 |
| | Licensed area | 11.9 Acre |
| 5. | Unit no. | 2D, tower 1, 2 nd floor |
| 6. | Unit measuring | 1575 sq. ft. (As per page no. 19 of complaint) |
| 7. | Allotment Letter | 08.09.2012 (As per page no. 19 of reply) |
| 8. | Date of execution of floor buyer's agreement | Not executed |
| 11. | Due date of possession | 08.09.2015 (calculated from the date of allotment letter) <i>(Due date calculated in accordance with Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018)</i> |
| 12. | Basic sale consideration | Rs.73,23,750/- (as per allotment letter page 19 of reply basic rate of Rs.4,650/- sq. ft. x super area i.e. Rs.1575 sq. ft.) |
| 13. | Total amount paid by the complainants | Rs. 17,18,000/- (as alleged by the complainant page 17 of complaint) |
| 14. | Demand/reminder letters | 08.10.2013, 01.07.2014, 04.05.2014, 13.08.2015, |

| | | |
|-----|------------------------------|--|
| | | 18.12.2015, 02.04.2016, 26.03.2018 and 09.02.2021 (page 24-37 of complaint) |
| 15. | Cancellation letter | 15.12.2021 (page 45 of reply) |
| 16. | Occupation certificate dated | 09.05.2022 (page 46 of reply) |
| 17. | Offer of possession | Not offered |

B. Facts of the complaint:

3. The complainants have made the following submissions: -

- I. That the respondent in the year 2012, through its sales person approached the complainants and canvassed for the booking and purchase of a unit in their project namely "The Leaf", Sector-85, Gurugram, Haryana.
- II. That the complainants discussed the details of the said project, wherein, the respondent has represented, *inter alia*, to the effect that they have already secured all necessary approvals and permissions in respect of the above said project and is in the process of construction. The respondent made the complainants believe that the construction of project will start soon and it would be finished within a period of three to four years. Relying on the representation of timely completion of project made by respondent, complainants agreed to purchase a unit in the above project and pursuant thereto booked the unit and paid the tune of Rs.7,50,000/- as advance. At the time of booking of unit, the respondent made categorical statement and representation that the construction is going to start soon and assured that the same would be completed within time frame guaranteed.
- III. That on 06.09.2012, the respondent issued an offer of allotment for the unit no. 2D, 2nd floor, admeasuring 1575 sq. ft. super area in tower 1 residential unit in the above said project to the complainants and on the basis of which



- the complainants made further payments of Rs. 1,09,000/-, Rs.8,59,000/- & Rs.17,18,000/- respectively on different dates within three months from the date of booking believing construction of the project will complete soon.
- IV. That while the complainants were waiting for the execution of builder buyer's agreement as promised at the time of payment, rather received a notice dated 06.12.2013 from the respondent terming it as "final notice" mentioning that 'several reminders dated 17.07.2013, 07.09.2013 and 08.10.2013 has been sent' and threatening the complainants that as you have not remitted outstanding dues and therefore, the respondent has decided to cancel the allotment of unit, if the due installments are not received within seven working days, without mentioning anything about the execution of builder buyer agreement. After receiving the said notice, the complainants visited the site of the above said project, it was found that there has not been any type of construction work initiated by the respondent. Further, the complainants enquired about the same with the representative of the respondent, it was told that the construction work would start soon and insisted to deposit the demanded amount immediately. Till the time the respondent has not executed the builder buyer agreement.
- V. That the complainants have already paid a sum of Rs.17,18,000/- to the respondent and was running to the offices of the respondent and reminding about the execution of builder buyer agreement. However, the respondent did not paid any heed to the requests made nor there was any substantial construction on the site.
- VI. That as a matter of fact from 23.07.2012 to 22.07.2016 i.e., 4 years for handing over of possession from the date of booking there was hardly any progress in construction. Accordingly, the complainants anticipated that the

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respondent has defrauded them by taking the booking amount of Rs.7,50,000/- and an additional payment of Rs.9,68,000/-. Despite, this the respondent neither executed the builder buyer agreement nor refunded the paid-up amount.

- VII. That the respondent from the date of booking has only been indulged in cheating and fraudulent practices with the complainants in order to illegally grab money.
- VIII. That as the respondent had grossly defaulted in completion of construction and refunding the amount, the complainants have no choice but to issue a notice for refund of amount paid to the respondent on 26.05.2016 due to the refusal to execute a builder buyer agreement by respondent and provide the complainants total cost structure of allotted unit. However, the complainants never received any reply against the letter for refund sent to the respondent.
- IX. That the complainants received another notice dated 22.02.2019 terming as "demand notice for VAT" demanding payment of Rs.25,194/- towards VAT liability. Despite, they have already asked for the refund of total amount paid due to the respondent's inability of execute builder buyer agreement and provide a schedule of payment of total cost towards price of the unit.
- X. That on 15.12.2021 the complainants received a notice from the respondent of cancellation of the allotment of the subject unit mentioning that the respondent has completed the construction work and are in the process to apply for grant of occupation certificate and providing an opportunity to the complainants to make good the default, beside respondent itself had defaulted in the execution of builder buyer agreement as well as providing a cost schedule towards the allotment of the said unit. In the cancellation notice respondent stated that "as per various terms and conditions of the

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allotment letter dated 08.09.2012, the developer have right to retain the entire earnest money along with the processing fee and interest etc. and forfeiture of Rs.17,18,000/-. But nothing this sort was mentioned in the allotment letter and the complainants have already submitted a letter for the refund of the entire paid-up amount to respondent vide letter dated 26.05.2016.

- XI. Further, the complainants sent a legal notice dated 07.07.2022 to the respondent asking for refund of the amount of Rs.17,18,000/- along with interest of Rs.16,87,075/-. In response the respondent stated that the "subject matter of refund of any amount does not arise as the forfeiture and cancellation is in abidance to the clause 8 of terms & conditions of allotment letter". The respondent obtained occupation certificate on 02.05.2022 which is almost 10 years later after launching the projects and was collecting money from the allottees without completion.
- XII. That the respondent from the very beginning has been indulged in illegal and fraudulent business practices and keep threatening and defrauding with the customer on one pretext or the other, while being in default themselves. Accordingly, the respondent is liable to refund the amount paid-up against the allotted unit along with interests.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- I. Direct the respondent to refund the entire amount paid by the complainants along with interest.
 - II. Direct the respondent to pay litigation Cost.
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.

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D. Reply by the respondent.

6. The respondent has contested the complaint by filing reply on the following grounds: -
- i. That the complainants approached the respondent and expressed their interest in booking a unit in the residential project developed by the respondent known as "The LEAF", Sector 83, Village Sikhi, Tehsil Manesar & District Gurugram, Haryana. Prior to making the booking, the complainants conducted extensive and independent enquiries with regard to the project and upon advice from their real estate broker namely M/s Goel Anil Properties Pvt. Ltd., and after fully satisfaction about all aspects of the project, the complainants took an independent decision and un-influenced by the respondent to book the subject unit.
 - ii. That thereafter, the complainants vide an advance registration form applied for the allotment of a unit in the project constructed by the respondent. The complainants, in pursuance of the aforesaid application form were allotted a unit bearing no. 2D, 2nd floor, located in tower-1 vide allotment letter dated 08.09.2012. They consciously and willfully opted for a construction linked payment plan for remittance of the sale consideration for the unit in question and further represented to the respondent that they would remit every installment on time as per the payment schedule. The respondent had no reason to suspect the bona fide of the complainants and proceeded to allot the unit in question in their favor.
 - iii. That the allotment letter being the preliminary and the initial draft contained the basic and primary understanding to be followed by the buyer's agreement to be executed between both the parties. Thereafter, the respondent approached the complainants for the execution of a

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buyer's agreement while requesting to clear their outstanding dues vide demand letters. Subsequently, the respondent was constrained to issue a final notice dated 06.12.2012 (*sic i.e. 06.12.2013*) to the complainants requesting them to clear their dues within one week or the allotment would be cancelled. The complainants failed to pay the remaining sale consideration amounting to Rs.53,68,131/- (excluding interest) till the date of final notice.

- iv. That the respondent handed over two copies of buyer's agreement to the allottees. However, the signed copy of the same was never handed over to the respondent. The respondent vide letter dated 21.08.2020 requested to submit the executed copy of the buyer's agreement.
- v. That the construction of the project was within the time-line as stipulated in the buyer agreement and accordingly, the complainants were supposed to pay the instalments of the said unit by way of construction linked-payment plan. However, the respondent from the very inception had to run after the complainants to clear their outstanding dues. The respondent had to send the demand notices to complainants to clear the outstanding dues for every instalment.
- vi. That from 2013 to 2021, i.e., before the cancellation of the said unit, the respondent had sent numerous demand letters. After not receiving any response from the complainants, the respondent herein was constrained to issue another final notice dated 18.12.2020. Following, which the subject unit was cancelled vide cancellation letter dated 15.12.2021.
- vii. That the complainants were very well aware of the continuous delays and were reminded on continuous basis through the demand letters. As per the terms and conditions of the allotment letter complainants were well aware that "time being the essence" the total sale consideration was to be

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paid according to the construction linked plan. The complainants have paid only an amount of Rs.17,18,000/- towards the total sale consideration of the unit which is approximately 19% of the sale consideration. They have defaulted in making the payment towards the agreed sale consideration of the unit from the very inception.

- viii. That the project has been completed and accordingly the occupational certificate of the project has been received from the competent authority on 09.05.2022.
- ix. That the complainants after being the wilful defaulter in complying with the terms and conditions of the buyer's agreement are trying to take a shelter under the garb of the Act 2016 and are shifting the burden on the part of the respondent whereas, the respondent has suffered huge financial loss due to such wilful defaulters. Several allottees, have defaulted in timely remittance of payment of installments which was an essential, crucial and an indispensable requirement for conceptualisation and development of the project in question. Despite there being a number of defaulters in the project, the respondent has infused huge amount of funds into the project.
- x. That as per the allotment letter terms and conditions respondent is entitled to forfeit 10% of the total sale consideration along with the taxes already paid by the respondent to the concerned authorities. The project has been completed 100% and is ready for possession and move in. The complainants have no cause of action to file the present complaint as the present complaint is based on an erroneous interpretation of the provisions of the Act. The complainants are investors and therefore booked the unit in question to yield gainful returns by selling the same in the open market. However, due to the ongoing slump in the real estate

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market the complainants do not come under the ambit and scope of the definition an allottee under section 2(d) of the Act, as the complainants are an investor and booked the unit in order to enjoy the good returns from the project.

- xi. Furthermore, the complainants are attempting to raise issues at a belated stage, attempting to seek modification in the agreement entered between the parties in order to acquire benefits for which they are not entitled in the least. The issues raised in the present complaint by the complainants are not only baseless but also demonstrates an attempt to arm twist the answering respondent into succumbing to the pressure so created by the complainants in filing this frivolous complaint before the Authority and seeking the reliefs which the complainants are not entitled to.
7. All other averments made by the complainants were denied in toto.
8. 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 those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

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authority has complete 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 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.

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 complainants at a later stage.

F. Findings on the objections raised by the respondent.

FI Objection regarding the complainants being investor.

13. The respondent has taken a stand that the complainants are investor not consumer. Therefore, they are not entitled to the protection of the Act and are not entitled to file the complaint under section 31 of the Act. The respondent also submitted that the preamble of the Act states that the Act is enacted to protect the interest of consumer of the real estate sector. The authority observes that the respondent is correct in stating that the Act is enacted to

protect the interest of consumer of the real estate sector. It is settled principle of interpretation that the preamble is an introduction of a statute and states main aims & objects of enacting a statute but at the same time the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the complainants are buyer and had paid a price of Rs.17,18,000/- to the promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.

14. In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment buyer's agreement executed between promoter and complainants, it is crystal clear that the complainants are allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of promoter that the allottee being an investor is not entitled to protection of this Act stands rejected.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to refund the amount paid by the complainants along with interest.

15. 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 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)

16. The complainants were allotted a unit no. 2D, tower-1 in the project "The Leaf" by the respondent-builder for a total consideration of Rs.73,23,750/- vide allotment letter dated 08.09.2012. The complainants paid a sum of Rs. 17,18,000/- to the respondent against the allotted unit. In the present matter, no agreement to sell was executed between the parties, hence no due date of possession could be ascertained.

17. Thereafter, the complainants vide letter dated 26.05.2016 asked the respondent to refund the total paid up amount due to failure of execution of builder buyer agreement by the respondent.

18. The counsel for the respondent stated that the complainants were in default of making payment since 2013. But, inspite of repeated reminders, the payment

of outstanding dues were not made, which lead to the cancellation of the unit on 15.12.2021. Also, the copies of builder buyer agreement were given to the allottees for execution but, the complainants failed to hand over the same to the respondent. The complainants were requested to submit the executed builder buyer agreement vide letter dated 21.08.2020. Further, the respondent has obtained the occupation certificate from the concerned authority on 09.05.2022 but no offer of possession was made in view of the prior cancellation.

19. That the present complainant was filed by Sh. Brig. Sanjeev Jarial, whereas the allotment of the unit in question was made in the name of two applicants namely Sh. Brig. Sanjeev Jarial and Ms. Hemangi Sinha. Therefore, the impleadment of the co-applicant, Ms. Hemangi Sinha, in the present complaint was necessary for seeking relief before the Authority. The complainants filed an application dated 18.11.2023 for the impleadment of co-applicant i.e. Ms. Himangi Sinha, and the same was allowed during the proceedings dated 30.11.2023 and no objection was raised by the respondent for impleadment of the co-applicant in the present complaint.
20. On consideration of documents available on record and submissions made by both the parties the Authority is of view that on the basis of provisions of the allotment, the complainants were allotted above mentioned unit for a sale consideration of Rs.73,23,750/-. The complainants paid a sum of Rs. 17,18,000/- to the respondent against the allotted unit. However, no BBA was executed in this regard. The authority calculated the due date of possession as per the judgement of Hon'ble Supreme Court case titled as *Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018*, where the Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to

them. Although we are aware of the fact that when there is 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. In view of the above-mentioned reasoning, the date of the allotment letter dated 08.09.2012 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 08.09.2015.

21. The complainants made request for the refund of the entire paid-up amount vide letter dated 26.05.2016 to the respondent due to failure of the respondent to execute the agreement and the same letter was acknowledged by the respondent. The respondent raised demands for the outstanding amounts against the allotted unit through various demand letters dated 08.10.2013, 01.07.2014, 14.05.2015, 13.08.2015, 18.12.2015, 12.04.2016, 26.03.2018 and sent a letter for execution of buyer's agreement on 21.08.2020 to the complainants. Thereafter, the respondent has cancelled the unit of the complainants vide letter dated 15.12.2021. Thus, in view of above the cancellation of the allotted unit is invalid in eyes of law as the complainants have already requested for refund of the amount vide letter dated 26.05.2016 due to failure of execution of buyers agreement by the respondent which was made prior to the letter dated 21.08.2020 sent by the respondent for execution of builder buyers' agreement, more than 7 years after the allotment of the subject unit and more than 4 years from the date of request for refund made by the complainants. Moreover, the complainants have not retracted their refund request since then.

22. 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. 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."

23. 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 allottees as per the allotment letter 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 allotment letter. Accordingly, the promoter is liable to the allottees, as they wish to withdraw from the project, without prejudice to any other remedy available, to return the amount received by the respondent in respect of the unit with interest at such rate as may be prescribed.

24. 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 complainants are entitled to refund of the entire amount paid by them at the prescribed rate of interest i.e., @ 10.85% 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 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*.

G.II Direct the respondent to pay litigation cost.

25. The complainant is seeking above mentioned 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. (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.

H. 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):

- I. The respondent/promoter is directed to refund the amount i.e., Rs.17,18,000/- received by it from the complainants along with interest at the rate of 10.85% p.a. 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 deposited amount.

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HARERA
GURUGRAM

Complaint No. 5578 of 2022

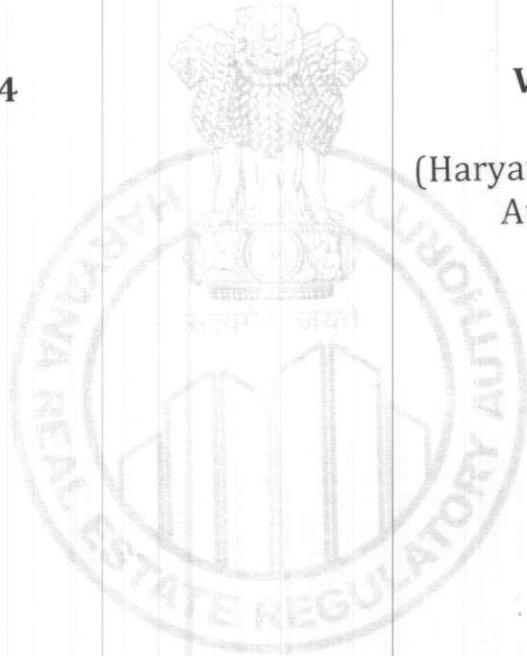
II. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

27. Complaint stands disposed of.
28. File be consigned to registry.

Dated: 04.01.2024

v.l - 3
Vijay Kumar Goyal
Member

(Haryana Real Estate Regulatory
Authority, Gurugram)



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