

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

Complaint no. : 1629 of 2022
Date of complaint : 18.04.2022
Date of order : 21.02.2024

Sushma Arora, W/o Harish Chandra Arora,
R/o: - Flat no. 9, SFS Flats, Sector-2,
Pocket-1, Dwarka, New Delhi-110075.

Complainant

Versus

M/s Prime Infradevelopers Private Limited.
Regd. Office at: - A-2, Basement,
Wazirpur Industrial Area, New Delhi-110052.

Respondent

CORAM:
Ashok Sangwan

Member

APPEARANCE:
Tanvi Sapra (Advocate)
Namitha Mathews (Advocate)

Complainant
Respondent

ORDER

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

Rules and regulations made thereunder or to the allottee 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 complainant, 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 and location of the project	"Habitat Arcade" at sector 99A, Gurgaon, Haryana
2.	Nature of the project	Affordable Group housing
3.	Project area	5.96 acres
4.	DTCP license no.	21 of 2014 dated 11.06.2014 valid upto 10.01.2020
5.	Name of licensee	M/s Prime Infra Developers Private Limited
6.	RERA Registered/ not registered	Registered vide no. 27 of 2017 dated 28.07.2017 valid upto 22.01.2021
7.	Retail unit no.	22, Ground floor (Page no. 24 of BBA in complaint)
8.	Retail unit area admeasuring	440 sq. ft. (Super area) 276.96 sq. ft. (Covered area) (Page no. 24 of BBA in complaint)
9.	Date of allotment	28.09.2015 (Page no. 17 of complaint)
10.	Date of builder buyer agreement	24.10.2016 (Page no. 70 of reply)
11.	Environmental clearance dated	22.01.2016 [As per similar complaint of same project]
12.	Possession clause	8. POSSESSION 8.1 : That the Company shall, under normal conditions, subject to force majeure circumstances, complete the construction of the said Project in which the said apartment is to be located within 4 (four) years from

		approval of building plans or grant of environmental clearances whichever is later, as per the said sanctioned plans and specifications seen and accepted by the Allottee with such additions, deletions, alterations, modifications in the layout, tower plans, change in number, dimensions, height, size, area, nomenclature, etc. as may be undertaken by the Company as Emphasis supplied
13.	Due date of possession	22.01.2020 [Due date of possession calculated from the date of environmental clearance dated 22.01.2016]
14.	Total sale consideration	Rs.49,06,000/- (except EDC/IDC and other charges) [As per payment schedule on page 52 of complaint]
15.	Amount paid by the complainant	Rs.55,94,387/- [As per cancellation letter dated 11.08.2021 on page 115 of complaint]
16.	Occupation certificate	13.12.2019
16.	Letter for offer of possession	16.12.2019 [page 84 of complaint]
17.	Email w.r.t to possession by complainant	22.01.2020, 29.02.2020, 10.06.2021, 24.06.2021, 30.06.2021, 18.07.2021
18.	Final reminder for dues dated	05.03.2021 Page 97 of complaint
19.	Cancellation letter dated	11.08.2021 [page 114 of complaint]

B. Facts of the complaint:

3. The complainant has made the following submissions: -
 1. That the complainant was allotted a retail unit bearing no. 22, ground floor admeasuring 440 sq.ft. in the project of the respondent named

“Habitat Arcade”, Sector – 99A, Gurgaon, Haryana vide allotment letter dated 28.09.2015. Thereafter, on 24.10.2016, a buyer’s agreement was executed between the parties regarding the said allotment for a total sale consideration of Rs. 55,94,387/- out of which the complainant has paid a sum of Rs.55,94,387/- in all as and when demanded by the respondent in terms of the payment plan.

II. That upon receipt of letter for offer of possession letter dated 16.12.2019, the complainant visited the project site and was utterly shocked and dismayed by the condition of her retail unit. The unit was not as portrayed by the respondent or expected by the complainant. The deficiencies as noticed in the retail unit upon site visit by the complainant are:

- a. The drainage/sewerage, water, electrical pipes/fittings, sewage management pipes, soil pipes etc., were jutting out of the ceiling. These pipes should have been routed from the common areas and not through the privately booked property of the complainant, especially since the sewage lines belonged to the residential complex and has nothing to do with the retail unit of the complainant.
- b. Columns, beams and sewage system protruding from the ceiling and walls of the retail unit looked inhabitable, unpresentable and hazardous for the occupants.
- c. The project prospectus and brochure showed that units would be made along the walls of the residential complex and the same was also informed to the complainant, but it was observed that the units were in fact made inside and underneath the residential

complex with its sewage and drainage pipes running inside the retail unit of the complainant.

- d. The unit was unfinished with cracks and patches on the wall and plastering was not done adequately whereas it was promised that the unit would be given ready to move in/ready for possession.
- e. The flooring was not finished and the unit was not even furnished and loose wires and pipes not belonging to the unit were hanging out from the ceiling and the walls and floor and construction debris were lying on the floor.

III. That after site visit, the discrepancies were brought to the attention of the officials of the respondent in the meeting by the complainant in the meeting on 21.01.2021 and they had agreed to get the needful done. The complainant further addressed follow up email and made several calls to the officials of the respondent regarding the status of her grievances and retail unit. However, the respondent ignoring all the grievance emails/calls, issued final notice dated 05.03.2021 to the complainant directing her to take possession of the retail unit and threatening to cancel the unit in case formalities are not fulfilled and possession not taken. Thereafter, the complainant responded to the aforesaid letter vide email dated 12.03.2021 highlighting the various discrepancies in the retail unit as were previously pointed out by her in earlier communications which were ignored by the respondent and further stating that the unit is incomplete and unfinished and the complainant is willing to take possession once the unit is completed as promised. Since no response was received, the complainant sent a mail dated 17.05.2021 to the respondent requesting for urgent necessary action

- regarding discrepancies to enable her to take possession of the retail unit.
- IV. That the complainant received notices with respect to advance operational charges/electricity bills with respect to her unit with effect from 01.04.2021 and has been receiving the same till date. The same was to the utter shock of the complainant since the possession has not been taken by her considering the discrepancies in the unit and further, no electricity meter has been installed at the retail unit of the complainant, as per her knowledge and the retail unit is not under use.
- V. That the complainant also requested the respondent to disclose the building plans, structural layout, design and specifications of the project including the retail units and the approval granted by the local authority. Thereafter, the complainant received cancellation letter from the respondent issued illegally on the ground that the payments were not made by her, which is false and incorrect as all instalments were paid by the complainant except conveyance charges which would only be incurred on delivery of possession, which she could not take considering the bad condition of retail unit mentioned to the respondent on umpteen times. Further, the respondent illegally threatened to forfeit an amount of Rs.14,16,940/- including Rs.6,72,210/- as earnest money and other charges from the complainant's payments despite of no fault of her.
- VI. That the complainant addressed a letter to the respondent in reply to the cancellation letter dated 11.08.2021 stating that all the payment instalments of the retail unit were made by the complainant and upon site visit, many discrepancies were found by her in the unit and the same were communicated to the respondent time and again but to no

avail. All communications stating her grievances fell on deaf ears and were ignored and she was repeatedly asked to take possession.

- VII. That despite complete payment of instalments amounting to a total sum of Rs.55,94,387/-, the respondent is denying its liability under the builder buyer agreement in compliance of the RERA Act and rules & regulations made thereunder and is flouting the law, as much as, the building should be in accordance with the approved building plan. Also, the complainant is being threatened and harassed by the cancellation of the retail unit and forfeiture of an amount of Rs.14,16,240/-, in order to force her to take possession of the retail unit, which is not fit for taking possession of.
- VIII. That the retail unit has several issues such as protruding drainage/sewage water and electrical pipes/fittings and loose wires hanging from the ceiling, walls and floor of the unit, flaking of cement from walls, presence of unnecessary columns and beams of the residential complex in the complainant's unit. Also, there is structural difference from the brochure, wherein it was showed that the retail units would be made alongside the wall of the residential unit, however they have been made underneath the residential complex with the sewage treatment pipes, electrical wires, columns and beams running from the retail unit of the complainant, thus not only making the aesthetics of the unit look ugly but also posing a serious health hazard upon the occupants of the unit, being inhabitable. In addition, the shading cover to protect the retail units from sun, rain/showers, winds shown as part of the complex in the brochure, is not there. Further, the said routing of the sewage pipes from the units of the complainant is a use of the super area of the complainant thereby reducing her usable

space, which complainant had paid for and since these pipes have no connection whatsoever with the retail unit, and no washroom installed in her retail unit, the sewage pipes cannot be routed from her unit. The sewage and electrical pipes should have been routed from the common areas. The said pipes can cause seepages and issues of foul smell, once the residential units are fully occupied and the sewage pipes take up more load. Therefore, the concerns of the complainant are genuine, but the same are being ignored by the respondent. Hence, this complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - I. To refund the entire paid-up amount along with prescribed rate of interest.
 - II. Litigation charges.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint by filing reply dated 04.11.2022 on the following grounds:-
 - i. That the respondent was developing an affordable group housing project under the Haryana Affordable Housing Policy by the name of "Habitat" at Sector 99-A, Gurugram, Haryana comprising of 4% commercial area, wherein the respondent was constructing and developing a commercial project by the name of "Habitat Arcade".
 - ii. That the complainant, desirous of purchasing a retail unit in the said project, applied for the same vide application form dated 27.09.2015.

In pursuance to the application made, the respondent issued reservation letter dated 28.09.2015 reserving retail unit no. 22 in the said project in favour of the complainant, subject to the execution of the buyer's agreement by the complainants. Thereafter, a buyer's agreement dated 24.10.2016 qua retail unit bearing no. 22, Ground Floor, having super area of 440 sq. ft. and covered area of 276.96 sq. ft. in the said project was executed between the parties. It is pertinent to state that the said agreement clearly provides that the complainant had inspected the building plans of the said project.

- iii. That the respondent continued to undertake the construction of the said project and in terms of the said agreement, completed the construction of the same and applied for the Occupation Certificate of the said complex on 19.12.2018 and accordingly the Occupation Certificate was received on 13.12.2019. Upon receipt of Occupation Certificate, the respondent proceeded to issue the final call letter dated 16.12.2019 calling upon the complainant to take the possession of the said retail unit, upon clearance of her outstanding dues on or before 21.01.2020 amounting to Rs.6,44,303/- alongwith a sum of Rs. 5,997/- as interest on delayed payments.
- iv. That upon the receipt of the final call letter dated 16.12.2019 and upon the expiry of the stipulated time period, the complainant, on 21.01.2020, visited the office of the respondent and proceeded to raise baseless alleged grievances qua the said retail unit, which grievances were duly addressed by the respondent. Since the complainant, despite the issuance of the final call letter dated 19.12.2019, failed to make any payment towards the said retail unit, the respondent was constrained to issue final notice dated 05.03.2021 calling upon the

complainant to come forth and clear her outstanding dues at the earliest. The said final notice clearly stated that despite the accrual of the holding charges, delay beyond a reasonable period in taking possession would not be acceptable.

- v. That instead of clearing her outstanding dues towards the said retail unit, the complainant proceeded to address various letters/emails, once again raising similar frivolous alleged grievances, which letters/emails were duly replied to by the respondent.
- vi. That despite the issuance of the final call letter dated 16.12.2019, no payment had been forthcoming from the complainant qua the clearance of her outstanding dues. Therefore, the respondent was constrained to issue the cancellation letter dated 11.08.2021 cancelling the allotment of the complainant in the said retail unit and informed the complainant that in terms of the said agreement, a sum of Rs.41,77,447/- was liable to be refunded to her. The said cancellation letter duly informed the complainant that the refund would be issued to the complainant, simultaneously upon the complainant returning all the documents issued to the complainant by the respondent in original.
- vii. That upon receipt of the said cancellation letter dated 11.08.2021, the complainant proceeded to address an email dated 07.09.2021, enclosing her letter dated 30.08.2021, wherein the complainant once again raised baseless grievances against the respondent qua the said retail unit. The aforementioned letter dated 30.08.2021 was duly responded to by the respondent vide letter dated 28.09.2021 clearly highlighting the default committed by the complainant in clearance of her outstanding dues and further stating that as had been repeatedly

informed to the complainant, the construction of the said retail unit had taken place in terms of the sanctioned building plans.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

E.II Subject matter jurisdiction

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

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022(1) RCR(C), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on **12.05.2022** wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating



officer under Section 71 and that would be against the mandate of the Act 2016."

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the 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 To refund the entire paid-up amount alongwith prescribed rate of interest.

14. The complainant was allotted a commercial unit bearing no. 22 on ground floor, in the project "Habitat Arcade", Sector - 99A, Gurgaon, Haryana vide allotment letter dated 28.09.2015. Thereafter, on 24.10.2016, a buyer's agreement was executed between the parties regarding the said allotment for a sale consideration of Rs.49,06,000/-, against which the complainant has paid a sum of Rs.55,94,387/- in all. The possession of the unit was to be offered within 4 years from the date of approval of building plans or grant of environmental clearances whichever is later. Therefore, the due date of possession comes out to be 22.01.2020. The occupation certificate was received by the respondent from the competent authority on 13.12.2019. Thereafter, the possession of the unit was offered to the complainant on 16.12.2019. The complainant has contended that after receipt of letter for offer of possession letter dated 16.12.2019, she visited the project site and was utterly shocked that the unit is still not in a habitable condition and the same was conveyed to the respondent several times through emails/letters as well as through personal visits, but her grievances fell on deaf ears and were ignored and she was repeatedly

asked to take possession. Accordingly, vide order dated 01.12.2022, the Authority appointed a local commissioner to inspect the site and to submit its report regarding the same. The L.C vide its report dated 19.12.2022 submitted that the unit is not in a habitable condition and is not fit for possession due to the existence of sewer, storm and water pipes in the complainant retail unit. These pipes belong to the residential complex and has nothing to do with the complainant's unit. Further, if any damage/leakage occurs to these pipes, then there will be a damage to the materials placed in the complainant's unit and the damaged pipes can only be repaired/replaced from the complainant's unit. The retail unit is beneath the residential units of the tower as per the building plans approved by DTCP, Haryana and the brochure submitted by the complainant does not clearly depicts that the retail unit is adjacent/alongside the residential unit. However, the respondent has submitted that the location of these pipes in the building is duly approved by the DTCP in the layout plan and construction of the complex and the retail unit is in accordance with the sanctioned building plans.

15. After careful perusal of the documents available on record as well as the L.C report dated 19.12.2022, the Authority is of view that the L.C report dated 19.12.2022 is self-contradictory in itself. As on the one side it says that the unit of the complainant is not in a habitable condition due to the existence of sewer, storm and water pipes in the complainant retail unit, whereas on the other side it says that the retail unit of the complainant is constructed as per the building plans approved by DTCP, Haryana for which the promoter has obtained the occupation certificate from the competent authority on 13.12.2019. Therefore, after receipt of

occupation certificate from the competent authority, no question w.r.t. un-inhabitancy of the unit arises and if the complainant had any objection regarding it, then the same has to be agitated before the competent authority.

16. Moreover, it is noted by this Authority that the buyer's agreement clearly provides that the respondent-promoter has got the building plans approved from the office of DTCP vide memo no. 28820 dated 24.12.2014 and the same were duly inspected by the complainant at the time of execution of the buyer's agreement on 24.10.2016 (para 3 of BBA at page 72 of reply).
17. The counsel for the complainant vide written submissions dated 05.02.2024 has placed on record several orders passed by this authority and RERA, Delhi stating that the respondent cannot force the complainant to take possession of an incomplete apartment as held by the RERA Delhi in case titled as "Ashish Sethi vs Umang Real Tech Pvt. Ltd. After considering the orders placed on record as well as the submissions made, the Authority is of view that the matter in issue in the present complaint is not similar with the cases mentioned therein. Further in the case of Ashish Sethi vs Umang Real Tech Pvt. Ltd. the respondent had itself admitted the fact that certain works are still left to be carried out at the unit of the complainant. Moreover, the occupation certificate of that project was under challenge before the Hon'ble Delhi High Court. Therefore, in view of the above, the contention of the complainant stands rejected.
18. In the instant case, the occupation certificate of the commercial complex in which the retail unit of the complainant is situated was obtained by the respondent/promoter from the competent authority on 13.12.2019.

Thereafter, possession of the unit was offered to the complainant vide offer of possession letter dated 16.12.2019 subject to payment of outstanding dues on or before 21.01.2020. However, the complainant defaulted in making payments and the respondent was to issue final notice dated 05.03.2021 requesting the complainant to comply with her obligation before finally cancelling the allotment of the unit vide cancellation letter dated 11.08.2021. Now the question before the authority is whether the cancellation made vide letter dated 11.08.2021 is valid or not.

19. 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 complainant has paid an amount of Rs.55,94,387/- against the unit in question. The respondent/builder sent final call letter dated 16.12.2019, before issuing a final notice dated 05.03.2021 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 11.08.2021. Further, section 19(6) of the Act of 2016 casts an obligation on the allottees 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 buyer's agreement dated 24.10.2016 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money. However, the deductions made from the paid up amount by the respondent are not as per the law of the land laid down by the Hon'ble apex court of the land in cases of *Maula Bux vs Union of India 1969(2) SCC 554* and where **in it was held that** a reasonable amount by way of earnest money be

deducted on cancellation and the amount so deducted should not be by way of damages to attract the provisions of section 74 of the Indian Contract Act,1972. The same view was followed later on in a number of cases by the various courts. Even keeping in view, the principles laid down those cases, a regulation in the year 2018 was framed known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, 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."

20. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, the respondent is directed to refund the deposited amount of Rs.55,94,387/- after deducting 10% of the sale consideration of Rs.49,06,000/- being earnest money along with an interest @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 on the refundable amount, from the date of cancellation i.e., 11.08.2021 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.



F.II Litigation expenses.

21. 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 and 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 and 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. Therefore, the complainant is advised to approach the adjudicating officer for seeking the relief of compensation and litigation expenses.

G. Directions of the authority

22. 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):
- The respondent/promoter is directed to refund the deposited amount of Rs.55,94,387/- after deducting 10% of the sale consideration of Rs.49,06,000/- being earnest money along with an interest @10.85% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 11.08.2021 till the actual date of refund of the deposited amount.

- ii. 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.
23. Complaint stands disposed of.
24. File be consigned to the registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 21.02.2024



HARERA
GURUGRAM