



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

Complaint no. : 510 of 2023
Order pronounced on : 08.05.2024

1. Neelu Sharma
2. Neeraj Sharma

Both R/o: 4-G-801, AEHO Township, Gurjinder Vihar,
Kasana, Gautam Budha Nagar, Uttar Pradesh-201310.

Complainants

Versus

M/s Athena Infrastructure Ltd..
Address: - M-62 & 63, 1st Floor, Connaught place,
New-Delhi-110001.

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Shri Vijender Parmar(Advocate)
Shri Rahul Yadav (Advocate)

Complainants
Respondent

ORDER

1. The present complaint dated 01.02.2023 has been filed by the complainants/allottees in Form CRA 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 to the allottees as per the agreement for sale executed inter se them.

A. Project and unit related details

2. The particulars of the project, the details of 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. No.	Heads	Information
1.	Name and location of the project	"Indiabulls Enigma", Sector 110, Gurugram
2.	Nature of the project	Residential complex
3.	Project area	19.856 acres
4.	DTCP License	213 of 2007 dated 05.09.2007 valid till 04.09.2024 10 of 2011 dated 29.01.2011 valid till 28.01.2023
	Name of the licensee	M/s Athena Infrastructure Private Limited
		64 of 2012 dated 20.06.2012 valid till 19.06.2023
	Name of the licensee	Varali properties
5.	HRERA registered/ not registered	Registered vide no. i. 351 of 2017 dated 20.11.2017



		valid till 31.08.2018 ii. 354 of 2017 dated 17.11.2017 valid till 30.09.2018 iii. 353 of 2017 dated 20.11.2017 valid till 31.03.2018 iv. 346 of 2017 dated 08.11.2017 valid till 31.08.2018
6.	Date of execution of flat buyer's agreement	20.05.2013 (As per page no. 40 of complaint)
7.	Unit no.	C112, T-C, 11 th floor [Earlier unit] (As on page no. 44 of complaint) A194, T-A [Revised unit] (As on page no. 68 of complaint)
8.	Email sent by the respondent to the complainant regarding the change of unit from C112 to A194	06.01.2023 [As on page 63 of the complaint]
9.	Agreement to sell dated	22.02.2019 [As on page 65 of the complaint] A-194, 19 th floor, T-A
10.	Basic sale consideration	Rs. 1,55,18,881/- (As per page 69 of the complaint)
11.	Amount paid by the complainant	Rs. 1,80,20,790/- (As stated by the complainant)



12.	Possession clause as per buyer's agreement dated 20.05.2013	Clause 21 <i>(The Developer shall endeavor to complete the construction of the said building /Unit within <u>a period of three years, with a six months grace period thereon from the date of execution of the Flat Buyers Agreement subject to timely payment</u> by the Buyer(s) of Total Sale Price payable according to the Payment Plan applicable to him or as demanded by the Developer. The Developer on completion of the construction /development shall issue final call notice to the Buyer, who shall within 60 days thereof, remit all dues and take possession of the Unit.)</i>
13.	Due date of possession as per buyer's agreement dated 20.05.2013	20.11.2016 <i>(Calculated from the date of the agreement i.e., 20.05.2013 + grace period of 6 months)</i> Grace period is allowed
14.	Possession clause as per agreement for sale dated 12.03.2019	Clause 7. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USAGE(AS THE CASE MAY BE): <u>7.1. SCHEDULE for possession of the said Apartment for Residential usage:-</u> <i>The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the</i>





		<p>common areas to the Association of Allottee(s) or the competent authority, as the case may be, as provided under Rule 2(1) (f) of Rules, 2017, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment as per the date mentioned in the Registration Certificate of the project issued by Haryana Real Estate Regulatory Authority unless there is a delay due to "force Majeure", Court orders, governmental policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project, is delayed due to force majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) , the entire amount received by the Promoter from the Allottee(s) within ninety days.</p> <p>[Emphasis supplied]</p> <p>(As on page no. 73 of complaint)</p>
15.	Due date of possession as per the agreement for sale dated 12.03.2019	31.08.2018
16.	Occupation Certificate	06.04.2018 [Tower-A, E,F, EWS Block]
17.	Offer of possession	26.03.2019 (As on page no. 26 of reply)
18.	Conveyance deed	Not executed

B. Facts of the complaint

3. The complainants have made the following submissions in his complaint:
- I. That the real estate project named "Enigma", is the subject matter of the present complaint. The respondent launched and marketed the said project and advertised itself to be a very ethical business group that lives onto its commitments in delivering its projects as per promised quality standards and agreed timelines. The respondent while launching and advertising any new project always commits and promises to the targeted customers that their dream apartment will be completed and delivered within the time agreed.
 - II. That in 2011, the Respondent through its marketing executives and advertisement done through various medium and means approached the complainants with an offer to buy an apartment in the project being developed by the respondent.
 - III. Relying upon the assurances, the complainants booked an apartment bearing **C-112** on 11th Floor, Tower-C admeasuring 3350 Sq. Ft. for a total sale consideration of Rs.1,67,05,957/- in the said project. Accordingly, the complainants paid Rs.5,00,000/- towards booking amount along with its application form.



- IV. That the respondent thereafter kept on delaying the execution of the Flat Buyer Agreement on one pretext or other. Finally after a delay of around two years, the respondent executed the Flat Buyer Agreement on 20.05.2013. However, the full payment towards the booking was made on 01.08.2011, therefore the respondent is liable to compensate the complainant from the 01.08.2011.
- V. That according to the clause 21 of the agreement dated 20.05.2013 the promised date of delivery of the physical possession of the said apartment was 36 months from the date of agreement with a grace period of 6 months i.e., 19.11.2016 but the respondent did not deliver the same as per its promise and miserably failed to fulfill its part of obligation without any fault on the part of complainants.
- VI. That from the date of booking the respondent raised various demands for the payment of installments on the complainants towards the sale consideration of the said apartment and the complainants duly paid all those demands without any default or delay on their part. That the complainants have paid Rs.1,80,20,790/- towards the sale consideration for the said unit to the respondent as demanded by it from the complainant time to time.
- VII. However, in contravention of all the representations and promises made by the respondent at the time of sale regarding the timely



delivery of the said unit, the said unit was not made ready for the use of complainants and was not completed till the promised date of delivery as per the agreement.

VIII. Thereafter, upon repeated requests made by the complainants to provide the status of completion of the project, the respondent informed to the complainant that the project will not be completed and delivered on time as promised in the agreement and offered an alternate unit in lieu of their aforesaid booking. However, the complainants refused the said offer and asked by the respondent to hand over the same unit as booked. However, the respondent did not pay any heed to such request and asked the complainants either to accept the offer of the respondent or to lose their already paid money and therefore did not leave any option open for the complainants and coerced them to accept its onerous offer.

IX. That upon such offer it was promised by the respondent, that in case such proposed change of unit from Tower-C to Tower-A, there would not be any change or amendment in terms and conditions of the allotment in respect of the date of delivery and other rights and liabilities accrued in favor complainant. However, the complainants specifically wrote an email to the respondent on 24.09.2018, wherein it was categorically demanded not to change the terms of delay

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payment charges with the change of unit and the same was agreed by the respondent.

- X. Thereafter, the respondent issued a provisional allotment letter on 02.01.2019 in favor of the complainants for the unit/Apartment No. 194 in Tower-A at 19th Floor, having carper area of 1955 Sq. Ft. The respondent also confirmed the interchanging of the units vide its email dated 09.01.2019, which mentions that the booking of A-194 is updated in the name of the complainants. It was also assured by the respondent in that email that the penalty on account of delay shall be adjusted in the Ledger once the Agreement has been duly executed & registered. However, despite such promise penalty or the delay possession charges was never paid to the complainants as per promise.
- XI. That after the interchanging of the units, the respondent started pressurizing the complainants and got an Agreement to Sale dated 12.03.2019 signed in respect of the sale of the apartment bearing No. A194 in tower-A, admeasuring 1955 sq. ft. for a total consideration of Rs.1,67,05,957/-. At the time of signing this agreement complainants again requested the respondent to secure and pay their delay possession charges but the respondent avoided the payment of the same on one pretext or other.



- XII. That in contrast and contravention of the promise made by the respondent, the respondent also asked the complainants to submit the original documents including BBA and Allotment letter issued for the booking of the C-112 i.e., the previous unit, as a pre-condition to issue the offer of the possession of the apartment and having no other option the complainants deposited the original documents of the previous unit with a covering letter dated 11.12.2018.
- XIII. Thereafter the respondent, issued a sham, bogus and illegal letter of the possession dated 26.03.2019 and arbitrarily demanded Rs. 6,64,253/- towards the sale consideration of said apartment with a payment deadline of 30 days and threatened to levy holding charges if the said payment is not made in due timelines. It is submitted that the without the completion of the apartment the said possession letter is just a paper possession, issued just to avoid the payment of penalty on account of delay.
- XIV. That upon receipt of aforesaid invalid and bogus possession letter, the complainants highlighted various major structural, civil work, electrical work, wood work, plaster, cement related life threatening defects and deficiencies in the construction of the said unit illegally offered by the respondent and asked the respondent to rectify the same before handing over the possession of said unit as the said unit



was not fit for occupation on and the quality of the same was not as per the representation of the respondent and also requested to withdraw the offer. The complainants, thereafter sent several emails over a period of time highlighting the aforesaid defects and deficiencies to the respondent.

- XV. That the respondent till today has not handed over the physical possession of the said unit to the complainants after rectifying the various major structural, civil work, electrical work, wood work, plaster, cement related life threatening defects and deficiencies in the construction of the said unit highlighted by the defendant and is delaying the same without any valid reason and along with the same the respondent is continuously threatening the complainants to impose the illegal maintenance and holding charges if the complainants refuse to accept the possession of the incomplete unit along with the defects. That the complainants now have no other option but to approach the Authority to seek justice as per law.

C. Reliefs sought by the complainant

4. The complainant is seeking the following relief:
- i. Direct the respondent to pay the interest/delay possession charges.
 - ii. Direct the respondent to handover the physical possession of said apartment to the complainants after rectifying the various major



structural, civil work, electrical work, wood work, plaster, cement related life-threatening defects and deficiencies in the construction of the said unit as highlighted the complainants.

5. On the date of hearing, the authority explained to the respondent/promoter about the contravention as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

C. Reply filed by the respondent

6. The respondent has contended the complaint on the following grounds:
 - I. That the instant complaint is outside the purview of the Authority, since the complainants looking into the financial viability of the project and its future monetary benefits willingly approached the respondent and applied for provisional reservation of a group housing apartment. The respondent provisionally allotted them a unit no. C112, situated on the 11th Floor of Tower C, having and approximate super area of 3350 sq. ft.
 - II. That the complainants post understanding the terms & conditions of the buyers Agreement voluntarily executed a Flat Buyer Agreement with the respondent on 20.05.2013. It is submitted that as per the Agreement, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional unit booked by the complainants, the same shall be adjudicated through arbitration mechanism as detailed in the agreement. The respondent craves the





attention of this Hon'ble Authority to refer and rely upon the Clause no. 49 of the agreement which is being reproduced hereunder for ready reference:

"Clause 49 All or any dispute arising out or touching upon or in relation to the terms of this Application and/or Flat Buyers agreement including the interpretation and validity of the terms thereof and the rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration The arbitration shall be governed by Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration shall be New Delhi and it shall be held by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed as the Arbitrator, is an employee or advocate of the company or is otherwise connected to the Company and the Applicant(s) confirms that notwithstanding such relationship / connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts in New Delhi alone shall have the jurisdiction over the disputes arising out of the Application/Apartment Buyers Agreement"

Thus the complainants are contractually and statutorily barred from invoking the jurisdiction of this Authority.

- III. That it is an admitted fact that the complainants approached the respondent with an interest to change their provisional allotment to another unit i.e. Unit NO. A192 in Tower A. That acceding to the request received from the complainants, the respondent agreed to provisionally allot unit no. A192 in favor of the complainants after cancelling their existing provisional allotment in the unit, and same was duly informed to the complainants vide email dated 09.01.2019.



- IV. That the complainants thereafter executed an agreement for sale on 12.03.2019 whereby superseding all the previous agreements/ arrangements/ understanding either oral or written as per Clause 21 of the agreement for sale, which is reproduced as below:-

"...This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment for Residential usage and parking..."

That in view of the above clause, the parties in the agreement agreed that any previous agreement/arrangement/ understanding get superseded by the agreement dated 12.03.2019.

- V. That the complainants in their complaint are seeking delay possession charges for the unit as per the buyer's agreement dated 20.05.2013. However, the said condition/clause is supersede by the agreement for sale dated 12.03.2019.
- VI. That as on the date when the agreement for sale was executed, the Occupational Certificate for the said Tower including others, was already received. It is further submitted that the said fact was already in the knowledge of the complainants as they themselves verified the construction status of the unit and only after satisfying themselves requested the respondent to provisionally allot the subject unit.
- VII. That the respondent offered possession of the subject unit to the complainants, vide its letter dated 26.03.2019 whereby calling them to take the physical possession of their unit after remitting balance outstanding amount of **Rs.6,64,253/-** on or before 24.05.2019 which



were due and payable towards the sale consideration of the subject unit

- VIII. That despite offering possession to the complainants, they never came forward to clear their outstanding dues and failed to take the physical possession of the subject unit till date and instead kept delaying the same on one pretext or the other delaying the registration process.
- IX. That the respondent also vide letter dated 26.03.2019 informed the complainants regarding the applicable maintenance charges & also the cost involved towards the registration of the unit. Despite intimating the complainants regarding the commencement of registration process they have not till date taken the physical handover of the unit. It is submitted that the complainants are seeking delay possession charges for the unit no. C112 which the complainants have themselves got cancelled. It is pertinent to mention here that the terms of the flat buyers agreement dated 20.05.2013 got supersede by the agreement for sale dated 12.03.2019 as such the complainants cannot take advantage of the previous agreement.
7. 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.

D. Jurisdiction of the authority

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



D.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.

D.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)(a)

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;

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.



E. Findings on the objections raised by the respondent:

E.I. Objection regarding non-invocation of arbitration

12. The respondent has raised an objection that the complainants have not invoked arbitration proceedings as per flat buyer's agreement which contains provisions regarding initiation of arbitration proceedings in case of breach of agreement. The following clause has been incorporated w.r.t arbitration in the buyer's agreement:

"Clause 49 All or any dispute arising out or touching upon or in relation to the terms of this Application and/or Flat Buyers agreement including the interpretation and validity of the terms thereof and the rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration The arbitration shall be governed by Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The venue of the arbitration shall be New Delhi and it shall be held by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Applicant(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed as the Arbitrator, is an employee or advocate of the company or is otherwise connected to the Company and the Applicant(s) confirms that notwithstanding such relationship / connection, the Applicant(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts in New Delhi alone shall have the jurisdiction over the disputes arising out of the Application/Apartment Buyers Agreement"

13. The respondent contented that as per the terms and conditions of the application form duly executed between the parties, it was specifically agreed that in the eventuality of any dispute, if any, with respect to the provisional booked unit by the complainant, the same shall be adjudicated through arbitration mechanism. The authority is of the



opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the authority puts reliance on catena of judgements of the Hon'ble Supreme Court, Particularly in **National Seeds Corporation Limited v. M.Madhusudhan Reddy & Anr. (2012) 2 SCC 506**, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to or not in derogation of the other laws in force, Consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Similarly, in **Aftab Singh and ors. V. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017**, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainant and builders could not circumscribe the jurisdiction of a consumer forum.



14. While considering the issue of maintainability of a complaint before a consumer forum/commission in the face of an existing arbitration clause in the builder buyer agreement, the Hon'ble Supreme Court in case titled as **M/s Emaar MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018** has upheld the aforesaid judgement of NCDRC. The relevant para of the judgement passed by the Supreme Court is reproduced below:

"This court in the series of judgements as noticed above considered the provisions of Consumer Protection Act, 1986 as well as Arbitration act, 1996 and laid down that complaint under Consumer Protection Act being a special remedy, despite there being an arbitration agreement the proceedings before Consumer Forum have to go on and no error committed by Consumer Forum on rejecting the application. There is reason for not interjecting proceedings under Consumer Protection act on the strength an arbitration agreement by Act,1996. The remedy under Consumer Protection Act is a remedy provided to a consumer when there is a defect in any goods or services. The complaint means any allegation in writing made by a complainant have also been explained in Section 2© of the Act. the remedy under the Consumer Protection Act is confined to complaint by consumer as defined under the Act for defect or deficiencies caused by a service provider, the cheap and a quick remedy has been provided to the consumer which is the object and purpose of the Act as noticed above."

15. Therefore, in view of the above judgements and considering the provisions of the Act, the authority is of the view that complainants are well within the right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no



hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

F. Findings on the reliefs sought by the complainant:-

F.I. Possession and delayed possession

14. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, the authority is of the view that the complainants were provisionally allotted unit bearing no.C-112 and the flat buyer agreement was executed between the complainants and the respondent on 20.05.2013. On the request of the complainants on 24.09.2018, the respondent cancelled the unit on 09.01.2019. The respondent notified the complainant of the cancellation through an email dated 06.01.2023, and additionally assured that the penalty for the delay would be offset in the ledger upon execution of the agreement for the subsequent unit. Furthermore, on 12.03.2019, an apartment buyer agreement was entered into between the complainant and the respondent for unit no. A-194. As per Clause 21 of the agreement dated 12.03.2019, both the parties have agreed that this agreement shall prevail over any prior agreements, allotment letters, or arrangements between the parties. Therefore, the present complaint is governed by the agreement dated 12.03.2019. According to the Statement of Accounts dated 26.03.2019, the respondent/promoter adjusted an amount of Rs.2,08,950/- on 20.03.2019, as per the

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agreement outlined in the aforementioned email. As per the provisions outlined in Clause 7 of the agreement, the respondent was obligated to hand over possession of the unit within the timelines stipulated by the respondent/promoter in the Registration Certificate of the project issued by the Haryana Real Estate Regulatory Authority. The pertinent clause is restated below:

“Clause 7.1 SCHEDULE for possession of the said Apartment for Residential usage

The promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(S) and the common areas to the Association of Allottee(s) or the competent authority, as the case may be, as provided under Rule2(1) (f) of Rules,2017, is the essence of the Agreement. the Promoter assures to hand over possession of the Apartment as per th date mentioned in the Registration Certificate of the project issued by the Haryana real Estate Regulatory Authority unless there is delay due to ‘Force majeure”, Court ordrrs, government policy/guidelines, decicions affecting the regular development of the real estate Project.”

[Emphasis supplied]

15. The registration certificate issued by the authority indicates the date as 31.08.2018. The respondent acquired the occupation certificate from the competent authorities on 06.04.2018. Within 14 days of executing the agreement, the respondent offered possession of the unit to the complainants on 26.03.2019, adhering to the agreed timelines as stipulated in the possession clause. There exists no delay whatsoever on the part of the respondent, and consequently, no ground for granting delayed possession charges is established. Therefore, the request for relief regarding delayed possession charges is declined.

F.II. Direct the respondent to handover the physical possession of said apartment to the complainants after rectifying the various



major structural, civil work, electrical work, wood work, plaster, cement related life-threatening defects and deficiencies in the construction of the said unit as highlighted the complainants.

16. The complainants are pursuing the physical possession of the unit following rectification of structural, civil, electrical, woodwork, plaster, cement-related defects, and deficiencies in construction. On 26.03.2019, the respondent/promoter offered an offer of possession to the complainants, along with a request to settle outstanding dues amounting to Rs. 6,64,253/- by 24.05.2019, to take possession of the unit. Upon receiving this offer of possession, the complainants brought attention to various structural defects to the respondent, which were not rectified.
17. The authority is of the view that according to section 14(3), the respondent/promoter is obligated to rectify any structural or workmanship defects brought to their attention within 5 years from the date of possession handover. Therefore, the respondent/promoter is directed to rectify the structural, workmanship, and quality defects within the unit within 30 days of this order and to deliver the unit to the complainants, if not already done so, on payment of balance amount, if any. In case of failure of the promoter to do so, the complainant may approach the Adjudicating Officer for compensation under section 14(3) of the Act.

G. Directions of the authority

20. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of

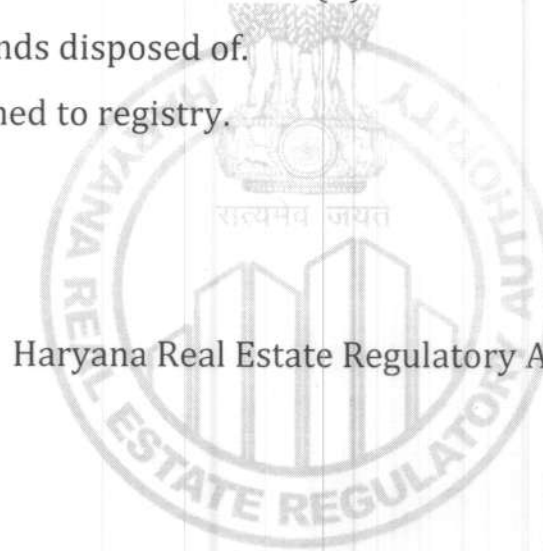


obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. The respondent is directed to rectify the structural, workmanship, and quality defects within the unit within 30 days of this order and to deliver the unit to the complainants, if not already done, on payment of balance amount, if any. In case of failure of the promoter to do so, the complainant may approach the Adjudicating Officer for compensation under section 14(3) of the Act.

21. Complaint stands disposed of.

22. File be consigned to registry.



(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.05.2024