

# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

		Constatuto	
		Complaint no. :	5659 of 2022
		Date of filing complaint:	
		Date of decision	13.02.2024
ł	Mohit Shekhawat Khushboo Singh R/O: D-42, Gf, Uppals Sou	thend, Sohna Road	Complainants
		Versus	
I	M/S Dss Buildtech Pvt. Ltd. Regd. Office: 506, 5th Floor, Time Square Building, B- Block, Sushant Lok-1, Gurugram		Respondent
COR	AM:	Carlor Jar	
Shri	Arun Kumar	n (1) 191	Chairman
Shri Vijay Kumar Goyal		Member	
Shri Sanjeev Kumar Arora		111/3/	Member
APPI	EARANCE:	1.8	
Sh. G	aurav Rawat (Advocate)	TE REGU	Complainants

Sh. Harshit Batra (Advocate)

#### 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 29 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 there under or to the allottee as per the agreement for sale executed inter se.

Respondent



# A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	"The Melia" Sector-35, Gurugram,
2.	Project area	17.41875
3.	Nature of the project	Residential
4.	DTCP License no. & validity status	77 of 2013 dated 10.08.2013 upto 09.08.2024
5.	Name of Licensee	Smt. Aarti Khandelwal and two others
6.	RERA Registered / not registered	Registered vide no. 288 of 2017 dated 10.10.2017
7.	RERA registration valid up to	25.04.2025
8.	Unit No.	G-702 First Floor
	Chin .	(page 32 of complaint)
9.	Unit admeasuring	1350 sq. ft.
	HAI	(page 32 of complaint)
10.	Date of apartment buyer agreement	10.09.2015
		(Page 26 of the complaint)
11.	Date of allotment letter	24.04.2015
	Contraction of the second s	(Annexure c 1 of page 22 of complaint)
12.	Date of approval of building plan	21.04.2016
		(Taken from the project details)
13.	Date of environment clearance	20.09.2016
		(Page 34 of reply)
14,	Date of consent to establish	15.09.2017



		(Annexure R 6 page 55 of reply)
15.	Possession clause	14. DELIVERY OF POSSESSION
	The second secon	14.1 Subject to the terms hereof and to the Buyer having complied with all the terms and conditions of this Agreement, the Company proposes to hand over possession of the Apartment within a period of 48 (forty eight months) from the date of receiving the last of Approvals required for commencement of construction of the Project from the Competent Authority and or the date of signing the agreement whichever is later and to this period to be added for the time taken in getting Fire Approvals and Occupation Certificates and other Approvals required before handing over the possession of the Apartment or for such other requirements/conditions as directed by the DGTCP The resultant period will be called as "Commitment Period". However, this Committed Period will automatically stand extended by for a further grace period of 180 days for issuing the Possession Notice and completing other required formalities (emphasis supplied)
16.	Due date of possession	15.03.2022
	TTA	(Calculated from the date of consent to establish being later plus added 6 months due to covid)
	GUR	(In proceeding of the day dated 19.12.2023 inadvertently the due date of possession has been mentioned as 15.09.2021 as the grace period of covid has not been added.
		The same has been corrected and rightly mentioned above)
17.	Total sale consideration	Rs. 73,70,550/-
anno.	- Constant for the Constant of the Constant of the Constant of Constant	(As per the complaint)
18.	Total amount paid by the complainant	Rs 70,44,478/- (As per the complaint)
		Not obtained



20.	Offer of possession	Not offered
21.	Surrender by the complainant	24.06.2022 (Annexure c-6 page 87 of the complaint)

## B. Facts of the complaint:

3. That in the year 2013, the respondent issued an advertisement announcing a group housing complex "The Melia" and invited applications from prospective buyers for the purchase of unit in the said project. Relying on various representations and assurances given by the respondent and on belief of such assurances, the complainants booked a unit in the project by paying an amount of Rs.6, 44,643.00/- towards the booking of the said unit bearing no. G-702, having super area measuring 1350.00 sq. ft. to the respondent dated 09.04.2014 and the same was acknowledged by the respondent.

- 4. That the respondent sent an allotment letter dated 24.04.2015 to the complainants providing the details of the project, confirming the booking of the unit dated 09.04.2014, allotting a unit no.G-702, 7<sup>th</sup> floor, having super area measuring 1350 sq. ft. for a total sale consideration of the unit i.e. Rs. 73,70,550.00/-
- 5. That an apartment buyer agreement was executed between the parties on 10.09.2015. As per clause 14(1) of the buyer's agreement it states that the company proposes to hand over possession of the apartment within a period of 48 (forty eight months) from the date of receiving the last of approvals required for commencement of construction of the project from the



competent authority and or the date of signing the agreement whichever is later and to this period to be added for the time taken in getting fire approvals and occupation certificates and other approvals required before handing over the possession of the apartment or for such other requirements/conditions as may be directed by the DGTCP. The building plans got approved on 21.04.2015.

- 6. That the complainants approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project.
- 7. That during the period the complainants went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainants visited the site but was not allowed to enter the site and even there was no proper approached road. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them.
- 8. That the complainants contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainants regarding the status of the construction and were never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction



is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc. etc

- 9. That an e-mail was sent by the complainants to the respondent on24.06.2022 regarding money refund for the unit G-702 at the Melia. The complainants was never informed about the delay in construction of Tower-G. Since the complainants already paid 90% of the amount, and the delay is a sheer distress for them so the complainant wants refund of the entire amount paid by them.
- 10. That the respondent have played a fraud upon the complainants and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malalfidely failed to implement the agreement due to model is executed with the complainants Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.

#### C. Relief sought by the complainants:

- 11. The complainants have sought following relief(s):
  - Direct the respondent to refund the amount paid by the complainant along with prescribed interest.
  - ii. Direct the respondent to restrain from raising any fresh demand.
  - iii. Direct the respondent to not to create any third part rights in the said unit.

#### D.Reply by respondent:



The respondent by way of written reply made following submissions: -

- 12. That on 13.04.2014, the complainants herein booked an apartment admeasuring 1350 Sq. ft. in 'The Melia' project for total sale consideration of Rs. 75,05,550/- and paid an amount of Rs. 6,44,643/- towards the said booking. It is apposite to mention that the respondents herein opted for the construction linked payment plan.
- 13. That the respondent obtained the Building Plan (BR-III) on 21.04.2015. It is pertinent to mention that clause 3 of the sanctioned Plan stipulates that the Developer shall obtain clearance/NOC from the Fire Department, Gurugram before starting the construction/execution of development works at site. Furthermore Clause 17 (iv) of the sanctioned Building Plan stipulated that the Developer shall obtain an NOC from the Ministry of Environment & Forests as per provisions of the Notification No. S.O. 1533 9El dated 14.09.2006 before starting the construction/execution of development works at site.
- 14. That the Fire Clearance/NOC was obtained by Company on 09.02.2016 and the same was submitted to DTCP Haryana. On 20.09.2016 the respondent received the Environmental Clearance from State Environment Impact Assessment Authority (SEIAA). Thereafter, in terms of the provisions of the Environmental Clearance dated 20.09.2016, the respondent herein applied for the 'Consent to Establish' from the Haryana State Pollution Control Board, and was granted the same on 15.09.2017.
- 15. That a builder buyer agreement dated 10.09.2015 was executed between



the parties. As per clause 14 of the aforesaid buyer's agreement provides for the time and manner of handing over possession of the said unit to the complainants stating that the unit shall be handed over within a period of 48 months from the date of receiving the last of approvals required for commencement of construction of the project or date of signing this agreement whichever is later. As per clause 21 of the agreement dated 10.09.2015 expressively provides that it is the discretion of the respondent to accept the request for cancellation and grant refund to the allottee/complainant without interest after adjusting deduction.

16. That it is pertinent to mention that the said SBA expressly provides a force majeure clause. It is to be noted that the construction was banned for 163 days in the state of Haryana, details of which are provided hereinafter.

Dated	Authority	Order 6	Days
16.11.2021- 21.11.2021	CAQM Direction	All the construction activity in the entire NCR to remain closed	06 days
24.11.2021- 20.12.2021	Supreme Court Writ Petition (C) No, 1135/2020 r/w CAQM Direction	Ban imposed by Supreme Court on construction activities	26 days
23.03.2020 to 19.04.2020	Ministry of Home Affairs	Ban imposed by MHA due to covid 19 pandemic	27 days
01.01.2020 to 10.02.2020	Newspaper Report	Ban imposed by on construction activities	40 days



04.11.2019 to 16.12.2019	Supreme court in CWP No. 13029/1985	All the construction activity in the entire NCR to remain closed	42 days
01.11.2018 to 10.11.2018	EPCA	All the construction activity in the entire NCR to remain closed	10 days
24.12.2018 to 26.12.2018	Environment pollution control authority	Construction activities in Delhi, Gurugram, Ghaziabad and Noida to remain closed till 26.12.2018	03 days
09.11.2017 to 17.11.2017	OA 21/2014 NGT	All the construction (Structural) activity in the entire NCR is hereby prohibited till the next date of hearing	09 days
Total no's of	f days	197 AP	163 days

17. That further, Haryana Real Estate Regulatory Authority, Gurugram vide notification dated 26.05.2020 had given extension of 180 days under Force Majeure keeping in view of the Covid - 19 pandemic situation in the country.Therefore, by purview of clause 14.1, 14.2.1 of the apartment buyer's agreement the date of handing over the possession of the said unit shall be 48 months from 12.11.2016+180 days grace period+163days due to force majeure clause+180 covid - 19 pandemic. Therefore, the due date of possession comes out to be 12.04.2022. That it is humbly submitted on 18.08.2023, vide application before the DTCP, the Respondent herein has also applied for the Occupation Certificate for towers A, D, E & F of the said project.

18. That in spite of non-payment of dues by the other buyers like the



complainant and stay of construction by the National Green Tribunal at several instances, the construction work of the said project is complete and the internal and external development work of the said project is going on with full swing.

- 19. That since the commencement of the development of the project, the respondent has been sending regular updates regarding the progress of the project to all the buyers including the complainant and also the customer care department of the respondent is in regular touch with the buyers for providing them assistance and updates on the progress of the project.
- 20. That the complainants have now filed the present complaint before the Hon'ble Haryana Real Estate Regulatory Authority, Gurugram for refund of the amount paid by him by making false averments that the respondent has failed to give the possession within time . The relief sought by the complainants herein should not be granted and the complaint filed by the complainants should be dismissed.
- 21. None of the parties have filed written submissions.
- 22. All other averments made in the complaint were denied in toto.
- 23. 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 these undisputed documents and submissions made by the parties.
- E. Jurisdiction of the authority:



24. 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

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

25. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

#### Section 11(4)(a)

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

#### Section 34-Functions of the Authority:

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

26. 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.

27. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in *Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra) and reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022* wherein it has been laid down as under:

> "86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

28. 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. Objection regarding force majeure

- 29. The respondent is claiming that there was delay in constructing the project due to construction bans, due to various order of the Authorities and covid.
- 30. All the pleas advanced in this regard are devoid of merit. First of all, the unit in question was allotted in the year 2015. The respondent has been granted benefit of extension of 6 months due to covid period. Further, the respondent himself has stated that despite stay of construction by the National Green Tribunal at several instances, the construction work of the said project is complete. Hence the promoter respondent cannot be shown any leniency on basis of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong and the plea raised in this regard is devoid of merit.

## G. Entitlement of the complainants for refund:

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

31. In the present complaint, the complainant 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."

32. Clause 14 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

14.1 Subject to the terms hereof and to the Buyer having complied with all the terms and conditions of this Agreement, the Company proposes to hand over possession of the Apartment within a period of **48 (forty eight months) from the date of receiving the last of Approvals required for commencement of construction of the Project from the Competent Authority and or the date of signing the agreement whichever is later** and to this period to be added for the time taken in getting Fire Approvals and Occupation Certificates and other Approvals required before handing over the possession of the Apartment or for such other requirements/conditions as directed by the DGTCP The resultant period will be called as "Commitment Period". However, this Committed Period will automatically stand extended by for a further grace period of 180 days for issuing the Possession Notice and completing other required formalities (emphasis supplied)

33. Due date of handing over possession and admissibility of grace period: The promoter has proposed to handover the possession of the



apartment within a period of 48 (forty eight months) from the date of receiving the last of Approvals required for commencement of construction of the project from the competent authority and or the date of signing the agreement whichever is later. An extension of 6 months is to be given in view of notification no. 9/3-2020 dated 26.05.2020, on account of force meajure conditions due to outbreak of Covid – 19 pandemic. The authority calculated the due date of possession from the date of consent to establish being later i.e 15.09.2017 plus 6 months of Covid- 19, so the due date of the subject unit comes out to be 15.03.2022.

34. Admissibility of refund along with prescribed rate of interest: The complainant is seeking refund the amount paid by them at the prescribed rate of interest. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and subsections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

35. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable



and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

36. Consequently, as per website of the State Bank of India i.e., <a href="https://sbi.co.in">https://sbi.co.in</a>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 13.02.2024 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

37. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

> "(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. - For the purpose of this clause-

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

38. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 14 of the agreement executed between the parties on 10.09.2015, the possession of the subject unit was



to be delivered within stipulated time i.e by 15.03.2022 .As far as grace period is concerned , the same is allowed for the reasons quoted above. Therefore, the due date of handing over of possession is 15.03.2022. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a good amount. Further, the authority observes that there is no document placed on record from which it can be ascertained that whether the respondent has obtained occupation certificate / part occupation certificate or what is the status of construction of the project and grant of occupation certificate by the competent Authority. In view of the above mentioned facts, the allottee intends to withdraw from the project and are well within the right to do the same in view of section 18(1) of the Act, 2016. 39. The occupation certificate/completion certificate of the project where the unit is situated has still not been obtained by the respondent-promoter. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and as observed by Hon'ble Supreme Court of India in Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021

> .... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project......."

40. Further in the judgement of the Hon'ble Supreme Court of India in the cases of Newtech Promoters and Developers Private Limited Vs State of



U.P. and Ors. (supra) reiterated in case of M/s Sana Realtors Private

Limited & other Vs Union of India & others SLP (Civil) No. 13005 of

2020 decided on 12.05.2022. it was observed

25. The unqualified right of the allottee to seek refund referred Under 18(1)(a) and Section 19(4) of the Act is not dependent on Section 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

41. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as 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 the unit with interest at such rate as may be prescribed.



42. As such, the respondent is 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 deposited amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

G.II Direct the respondent to restrain from raising any fresh demand.G.III Direct the respondent to not to create any third part rights in the said unit.

43. The above two reliefs being interconnected, are being taken up together .The above said reliefs became redundant as the complainants have sought the relief of refund and does not wish to continue in the project.

# H. Directions of the Authority:

- 44. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
  - i) The respondent /promoter is directed to refund the amount i.e. Rs. 70,44,478/- 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 amount.



- 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.
- 45. Complaint stands disposed of.
- 46. File be consigned to the registry.

1) anoal

(Sanjeev Kumar Arora ) Member

1.1. (Vijay Kumar Goval) Member

(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram Dated: 13.02.2024

HARER