

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

**Complaint no.** : 1646 of 2023  
**Date of complaint** : 06.04.2023  
**Date of order** : 30.10.2024

1. Sharad Malhotra,  
2. Parveen Malhotra,  
**Both R/o:** - U-22, First Floor, DLF City,  
Phase-III, Gurugram.

**Complainants**

**Versus**

1. M3M India Private Limited  
**Regd. Office At:** Paras Twin Towers,  
Tower-B, 6<sup>th</sup> Floor, Golf Course Road,  
Sector-54, Gurugram, Haryana.  
2. M/s Manglam Multiplex Private Limited  
**Regd. Office at:** - GF-1, Vipul Plaza,  
Village- Haiderpur Viran, Sector-54, Gurugram.

**Respondents**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Mohan Singh (Advocate)  
Shriya Takkar (Advocate)

**Complainants  
Respondents**

**ORDER**

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

Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

Sr. No.	Particulars	Details
1.	Name of the project	M3M 65 <sup>th</sup> Avenue, Sector-65, Gurugram
2.	Nature of the project	Commercial complex
3.	Area of the project	14.4125 acres
4.	Provisional allotment letter dated	21.06.2017 (page 11 of complaint)
5.	Allotment letter dated	20.01.2018 (page 16 of complaint)
6.	Unit no.	R2 UG 13, Upper Ground Floor, Block-2 (page 16 of complaint)
7.	Unit area	213.67 sq. ft. (carpet area) 456.41 sq. ft (super area) (page 16 of complaint)
8.	Builder buyer agreement executed on	Not executed
10.	Due date of possession	30.06.2022 (as per application form on page 41 of the reply)
11.	Total sale consideration	Rs. 1,12,62,373/- (page 16 of complaint)
12.	Amount paid by the complainant	Rs. 33,52,347/- (as admitted by the respondent on page 6 of reply)
13.	Occupation certificate received on	30.09.2021 (page 78 of reply)

14.	Notice for offer of possession	25.10.2021 (Page 30 of complaint)
15.	Pre-cancellation notice dated	25.11.2021 (page 76 of complaint)
16.	Cancellation letter dated	10.12.2021 (page 77 of complaint)

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint as well as written submissions:

- I. That the complainants paid the initial booking amount and booked a shop in the project of the respondents named "M3M 65<sup>th</sup> Avenue" at Sector-65, Gurugram and the respondents provided the provisional allotment letter dated 21.06.2017 where the respondents clearly mentioned that the unit bearing no. R2 UG 15 was allotted to the complainants having super area 441.52 sq. ft. of Rs. 20,790/- per sq. ft.
- II. That at the time of signing the form, the applicants opted for a construction linked payment plan and it was mutually agreed between the parties that payment would be made in two installments in the ratio of 30:70 i.e., 30% on or before 30.06.2017 (subject to signing of builder buyer agreement) and 70% at the stage of possession.
- III. That the respondents compelled and forcefully made the complainants to pay the first instalment amounting to Rs. 32,52,347/- which is more than 10% of the total cost of the allotted unit and also not provided the sanction plan to the complainants.
- IV. That on 20.01.2018, the respondents issued a letter to the complainants informing that the earlier provisional allotment letter dated 21.06.2017 stands revoked/annulled/rescinded/withdrawn and will be of no effect and consequences and the allotment of commercial unit in their favour in the said project stand



substituted/varied/revised/alterd and henceforth their allotment will be referred to commercial unit bearing no. RUG 13. It is also submitted that not only the allotted unit was unilaterally changed, but the respondents also changed the super area. The said letters have been issued by the respondents unilaterally without any prior intimation/consent of the complainants.

- V. That in the new allotment letter dated 20.01.2018, the complainants have been saddled with the obligation of executing and agreement for sale within 30 days of the allotment letter date and its registration within 90 days thereof, falling which the complainants have been threatened in writing by the respondents that the allotted unit would be cancelled, and the amount already deposited would be forfeited. The complainants did not agree to such aforementioned changes, e-mails were sent as well as contact through mobile with the respondents with a clear-cut objection/intimation not to change the allotted unit; objection to the change in the super area without any change in the carpet area; surrender of allotted unit on the condition of payment of assured return on the deposited amount etc.
- VI. That instead of accepting the objections of the complainants, the respondents threatened them to terminate the allotment and forfeit the entire amount paid by them in case the complainants didn't sign the said agreement for sale. That the complainants were left with no option other than to sign an undated printed standard agreement for sale under protest along with undated printed standard documents pertaining to consent/variation/transfer regarding the allotted unit of the complainants and submitted to the respondents. That the agreement for sale signed by the applicants is a completely one-sided agreement favouring the respondents. That the agreement was silent



on the time period for handling over of the unit. That the respondents cleverly drafted clauses which talks about the possession of the unit however nowhere it mentions the time period within which the respondents are liable to handover the possession.

- VII. That the respondents forced the complainants to sign the changing letter and agreement for sale alongwith other documents but not provided the construction plan and suddenly issued a letter of offer of possession dated 25.10.2021 of the changed unit, calling upon the complainants to clear all dues on or before 24.11.2021 prior to taking over of the possession of the allotted unit. Since the complainants have lost job due to the Covid19 pandemic and having no other source of finance, the complainants requested the respondents to provide some time for the payment.
- VIII. That without appreciating the one-sided actions/omissions initiated from the side of the respondents regarding non-execution of builder buyer agreement/ cancellation of earlier allotted unit and allotment of a new unit without the prior consent of the complainants/ non-sharing of the construction plan non-adherence to any time limit for construction etc. and also without appreciating the request for extension of time till January 2022 which was agreed to by the respondents representatives in the minutes of meeting held on 12.12.2021 in view of the precarious financial position of the complainants due to covid19 pandemic, the respondents issued pre-cancellation notice dated 25.11.2021 calling upon the complainants to clear all dues within 15 days from the date of the pre-cancellation notice. Since there was no change in the financial position of the complainants, they could not make the payments of the dues as per the





- pre-cancellation notice dated 25.11.2021 despite their best efforts to secure loans.
- IX. That the parties held a meeting on 12.12.2021 wherein the issue of the complainants' earlier request for surrender of unit and refund of deposited amount with assured return; issue of exaggerated amount being charged from the complainants than other similar allottees of similar unit; issue of extension of time till end of January 2022 for payment of dues for the allotted unit were all discussed. Apart from this meeting, many meetings took place between the parties at the office of the respondents. Further, vide e-mail dated 25.03.2022, the complainants requested for full refund of the deposited amount without any deduction since there was no positive response from the side of the respondents regarding the issues discussed in the meeting of 12.12.2021. Vide e-mail dated 31.03.2022, the respondents responded that the allotment has already been terminated due to non-payment of dues and the complainants have no right over the said unit. However, the respondents have remained silent on the issue of refund of the deposited amount of the complainants. The complainants sent another e-mail dated 17.04.2022 requesting for refund of the deposited amount with interest since 2017 till actual refund, to which there has been no response from the side of the respondents.
- X. That the respondents, only with the view to escape its liability to refund the deposited amount of the complainants with assured return and to illegally usurp the deposited amount, have illegally and arbitrarily abruptly terminated the allotment.
- XI. That during the pendency of this complaint, respondents have admitted their liability and has refunded only Rs.24,87,622/- to the complainants. The complainants have accepted the above-mentioned



amount with protest and demands the rest of the amount with interest, but the respondent failed to refund the same.

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

4. The complainants have sought following relief(s).

I. Direct the respondent to refund the paid-up amount along with prescribed rate of interest.

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 respondents**

6. The respondents have contested the complaint vide its reply dated 16.05.2023 on the following grounds: -

i. That the respondent no. 1 i.e. M3M India Private Limited is neither the promoter nor the developer of the project. The mark 'M3M' is being used by respondent no.2 i.e. Manglam Multiplex Pvt. Ltd. in conjunction with 'Heights' and '65th Avenue' for its RERA-registered mixed land use development project under a license arrangement with M3M India Private Limited, the respondent no.2 herein. It is submitted that the complainants have no privity of contract with respondent no.1 company.

ii. That the complainant after conducting his own due diligence applied for booking of a unit in the project "M3M 65th Avenue" which is an integral part of the mixed land use development being undertaken by respondent no.2 and paid an amount of Rs.1,00,000/- towards part booking amount. In due consideration of commitment to make timely payments the complainants were allotted unit bearing no. R2 UG 15



- vide allotment letter dated 21.06.2017. The cost of the unit for an area admeasuring 212.63 sq. ft. was Rs.1,08,94,948/- plus other charges.
- iii. That vide demand letter dated 30.06.2017 the respondent raised the demand due on or before 30.06.2017 and was also requested to collect the copy of the buyer's agreement from the office of the respondent company. Thereafter, the complainants were called to the office of the respondent and were duly intimated about the change in building plans by and were also requested to raise objections, if any. The complainants themselves consented for change of unit from R2 UG 15 to R2 UG 13. The afore-said document has been attached by the complainants along with their own complaint and bears their signatures. Accordingly, the revised allotment letter was issued by the respondent on 20.01.2018. Thus, by writing email dated 24.07.2018, after period of about 6 months the complainants were blowing hot and cold in the same breath. The complainant thereafter wrote email dated 07.09.2018 wherein he stated that he is willing to continue provided he will be given additional benefits. However, the said additional benefits were refused by the respondent. The complainants thereafter never raised any issue and continued with their allotment. Thus, the alleged email dated 24.07.2018 is infructuous and is of no consequence of whatsoever. Further, no objection was raised by the complainants to the revision in building plans. Thereafter, the respondent acceded the transfer request of the complainants and issued a revised allotment letter dated 20.01.2018 for the commercial unit no. R2 UG 13 in "M3M 65th Avenue" in lieu of and/or in substitution of the earlier provisional allotment letter for commercial unit no. R2 UG 15. It was further informed to the complainants that the allotment of their commercial unit in "M3M 65th Avenue" stands





substituted/ varied /revised/alterd and henceforth the allotment of the complainants would be referred to as commercial unit no. R2 UG 13 on the same terms and conditions as per the schedule of payments to be made as earlier. As per the revised allotment letter the cost of the unit for carpet area admeasuring 213.67 sq. ft. was Rs.1,12,62,373/- plus other charges. Since, the complainants failed to return the duly executed copies of the buyer's agreement and also did not come forward for registration of the same, the respondent issued letter dated 12.06.2019 requesting the complainants to return the copies of the buyer's agreement and come forward for the registration process.

- iv. That the complainants paid an amount of Rs.33,52,347/- towards the unit R2 UG 13. However, as per the payment plan the complainants were supposed make payment of Rs.32,08,879 plus other charges i.e., Rs. 33,84,436/-.
- v. That vide reminder letter dated 20.01.2021 the respondent no. 2 requested the complainants to clear their dues to the tune of Rs.32,088/-, but to no avail. It is submitted that the complainants were very well aware that time was of the essence in making payments.
- vi. That despite repeated requests, the complainants did not come forward to execute the buyer's agreement therefore the respondent vide cover letter dated 04.10.2021 again sent copies of the buyer's agreement for due execution at complainant's end.
- vii. That despite the non-fulfilment of the obligation of making timely payment, the respondent fulfilled its promise and completed the construction before the agreed timeline by investing its own funds. The occupation certificate was granted by the competent authorities on 30.09.2021 after due verification and inspection. It is submitted



that the unit was ready, and the respondent vide letter dated 25.10.2021 offered possession to the complainants and requested them to remit the outstanding amount of Rs.1,01,63,326/- towards the remaining basic sale price, taxes, cess, stamp duty charges etc. Thus, the construction of the project was completed much before the prescribed commitment period i.e., June 2022 and there is no delay in offering possession of the unit to the complainants.

- viii. That the complainants in violation of their agreed obligations failed to remit any amount towards the dues communicated vide the offer of possession, therefore the respondent was forced to issue a pre-cancellation notice dated 25.11.2021.
- ix. That despite issuance of pre-cancellation notice the complainants failed to come forward to clear dues, as a consequence of which the respondent was constrained to terminate the allotment of the complainants vide cancellation letter dated 10.12.2021 and forfeit the amount deposited.
- x. That the respondent was constrained to cancel the unit on account of non-execution of the buyer's agreement and non-payment of the demands as raised by the respondent.
- xi. That the due date of possession as per the terms of the application form was 30.06.2022 or as may be further revised/approved by the authorities. It is submitted that despite adverse circumstances like NGT orders, COVID 19 pandemic completed the construction of the retail component and obtained the occupation certificate on 30.09.2021 after due verification and inspection. It is humbly submitted that despite various opportunities/reminders, the complainants did not come forward to clear their dues but to no avail



as a result of which the respondents cancelled the allotment of the complainants vide cancellation letter dated 10.12.2021.

- xii. That the alleged issue of change of unit has been raised by the complainants as an afterthought with the intent to justify their payment breaches. The said fact is evident from a bare perusal of email dated 25.03.2022 written by the complainant no.1. The said email does not contain a whisper of increase in area, rather the complainant no.1 has admitted that he does not have the money to make good the outstanding amounts.
- xiii. That the respondent without prejudice to its rights, to bring closure to the matter vide cover letter dated 23.11.2023 sent refund cheques for an amount of Rs.24,87,622/- as per the terms of the application form/allotment. It is relevant to mention here that the afore-stated amount was accepted by the complainants and the cheques were duly encashed.
5. 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**

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

**E.I Territorial jurisdiction**

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

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

### **Section 11.....**

*(4) The promoter shall-*

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

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

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

9. 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.

## **F. Findings on the objections raised by the respondents.**

### **F.I Objection regarding maintainability of complaint against respondent no. 1.**

10. The respondents have submitted that the respondent no. 1 i.e. M3M India Private Limited is neither the promoter nor the developer of the project. The mark 'M3M' is being used by respondent no.2 i.e. Manglam Multiplex Pvt. Ltd. in conjunction with 'Heights' and '65th Avenue' for its RERA-registered mixed land use development project under a license arrangement with M3M India Private Limited, the respondent no.2. After considering the documents available on record, it is determined that the respondent no.1 has not only advertised the said project but also all communications with the complainants have been





made by it and thus the respondent no.1 has acted as a promoter and falls under the definition of promoter under Section 2(zk)(v) of the Act, 2016. Consequently, both the respondents are jointly and severally liable to bear the responsibility for the consequences arising from the present complaint.

**G. Findings on the relief sought by the complainants.**

**G.I Direct the respondent to refund the paid-up amount along with prescribed rate of interest.**

11. The complainants were provisionally allotted a unit bearing no. R2 UG 15 in the project named "M3M 65<sup>th</sup> Avenue" " at Sector-65, Gurugram vide provisional allotment letter dated 21.06.2017. Thereafter, due to change in building plans, the previous unit allotted to them was changed to R2 UG 13. Accordingly, the revised allotment letter was issued by the respondent on 20.01.2018. The complainant has contended that the respondent had unilaterally changed the unit of the complainants and has increased the super area without any commensurate increase in the carpet area. Therefore, the complainant requested to withdraw from the project on 24.07.2018. The complainants further submitted that after change of unit, the respondent suddenly issued a letter of offer of possession dated 25.10.2021 of the changed unit, calling upon the complainants to clear all dues on or before 24.11.2021 prior to taking over of the possession of the allotted unit. Since the complainants have lost job due to the Covid19 pandemic and having no other source of finance, they requested the respondents to provide some time for the payment. The respondents thereafter issued pre-cancellation notice dated 25.11.2021 calling upon the complainants to clear all dues within 15 days from the date of the pre-cancellation notice. As there was no change in the financial position of the complainants, they could not make the payments of the dues as per the pre-cancellation notice dated





25.11.2021 despite their best efforts to secure loans. The complainants had several times requested the respondent for full refund of the deposited amount without any deduction but vide e-mail dated 31.03.2022, the respondents responded that the allotment has already been terminated due to non-payment of dues and the complainants have no right over the said unit. However, the respondents have remained silent on the issue of refund of the deposited amount of the complainants. The respondent has submitted that the complainants were called to the office of the respondent and were duly intimated about the change in building plans by and were also requested to raise objections, if any. The complainants themselves consented for change of unit from R2 UG 15 to R2 UG 13 as evident from page 27 of complaint. Accordingly, the revised allotment letter was issued by the respondent on 20.01.2018. Thus, by writing email seeking refund dated 24.07.2018, after period of about 6 months the complainants were blowing hot and cold in the same breath. The complainant thereafter wrote email dated 07.09.2018 wherein he stated that he is willing to continue provided he will be given additional benefits. However, the said additional benefits were refused by the respondent. The complainants thereafter never raised any issue and continued with their allotment. Further, vide reminder letter dated 20.01.2021 the respondent no. 2 requested the complainants to clear their dues to the tune of Rs.32,088/-, but to no avail. The respondent has completed the construction and development of the project and got the occupation certificate on 30.09.2021 and thereafter vide letter dated 25.10.2021 offered possession of the unit to the complainants and requested them to remit the outstanding amount of Rs.1,01,63,326/- towards the remaining basic sale price, taxes, cess, stamp duty charges etc. However, the complainants defaulted in making



payments and the respondent was to issue pre-cancellation notice dated 25.11.2021 requesting the complainants to comply with their obligation. Despite repeated follow ups and communications and even after the issuance of the pre-cancellation letter, the complainants failed to act further and comply with their contractual obligations and therefore the allotment of the complainants was finally cancelled vide cancellation letter dated 10.12.2021. Moreover, the respondent without prejudice to its rights, to bring closure to the matter vide cover letter dated 23.11.2023 sent refund cheques for an amount of Rs.24,87,622/- to the complainants and the same were duly accepted and encashed by them. Now, the question before the authority is whether the cancellation issued vide letter dated 10.12.2021 is valid or not.

12. 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 complainants have paid Rs.33,52,347/- against the total sale consideration of Rs.1,12,62,373/-. The complainants have submitted that vide email dated 24.07.2018, they have requested the respondents to refund the amount deposited. However, as per record, the complainants later on vide email dated 07.09.2018 shows their intent to retain the unit. The complainants thereafter never raised any issue and continued with their allotment. Further, as per record, the respondent/builder has obtained occupation certificate on 30.09.2021 and thereafter offered possession of the unit to the complainants vide 'notice for offer of possession' letter dated 25.10.2021, subject to payment of outstanding dues of Rs.1,01,63,326/-. The complainant failed to make payment of the outstanding dues. Therefore, the respondent was constrained to issue pre-cancellation letter dated 25.11.2021, giving last and final opportunity to the



complainants to comply with their obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 10.12.2021. 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 allotment letter dated 20.01.2018 is held to be valid. But while cancelling the unit, it was an obligation of the respondents 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, (1970) 1 SCR 928* and *Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136*, and wherein it was held that *forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with the builder as such there is hardly any actual damage.* National Consumer Disputes Redressal Commissions in *CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited* (decided on 29.06.2020) and *Mr. Saurav Sanyal VS. M/s IREO Private Limited* (decided on 12.04.2022) and followed in *CC/2766/2017* in case titled as *Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022*, held that 10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of



earnest money by the builder) Regulations, 11(5) of 2018, was farmed 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."*

13. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, the respondents are directed to refund the deposited amount of Rs.33,52,347/- after deducting 10% of the sale consideration i.e., Rs.1,12,62,373/- being earnest money along with an interest @11.10% (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., 10.12.2021 till actual refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.
14. Out of total amount so assessed, the respondents shall deduct the amount already paid to the complainants from the above refundable amount.

**H. Directions of the Authority:**

15. 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 respondents/promoter is directed to refund the deposited amount of Rs.33,52,347/- after deducting 10% of the sale consideration i.e., Rs.1,12,62,373/- being earnest money along with an interest @11.10% on the refundable amount, from the date of cancellation i.e., 10.12.2021 till the date of realization of payment.
  - ii. Out of total amount so assessed, the respondents shall deduct the amount already paid to the complainants from the above refundable amount.
  - iii. 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.
16. Complaint stands disposed of.
17. File be consigned to the registry.

**(Ashok Sangwan)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.10.2024

**HARERA**  
**GURUGRAM**