HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	**1709 of 2023**
Date of filing:	**21.08.2023**
First date of hearing:	**26.09.2023**
Date of decision:	**04.11.2024**

Bright Outdoor Media Pvt. Ltd.

R/o 801, 8th floor, Crescent Tower,
Near Maurya House,
Opp. VIP Plaza, Off New link road,
Andheri (W), Mumbai, Maharashtra .....COMPLAINANT

Versus

1. **T.G. Buildwell Pvt. Ltd.**
   Registered Office: Khasra No. 646653,
   Tivoli Garden, Hotel Chattarpur, Delhi
2. **Puneet Gupta**
   Registered office- Khasra No. 646653,
   Tivoli Garden Hotel, Chattarpur, New Delhi- 110074
3. **Mukul Singhal,**
   Registered office- Khasra No. 646653,
   Tivoli Garden Hotel, Chattarpur, New Delhi- 110074 .....RESPONDENT

CORAM: Nadim Akhtar **Member**

Chander Shekhar **Member**

Hearing: 4th

Present: - Adv. Surjeet Singh Malhotra, counsel for the complainant through VC.

Adv. Akshat Mittal, counsel for the respondent through VC.

ORDER (NADIM AKHTAR –MEMBER)

1. Present complaint has been filed by the complainant on 21.08.2023 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the RERA, Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT 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 table:s

S.No.	Particulars	Details
1.	Name and location of the project	"Tivoli Holiday Village", Phase-I Daruheda
2.	Name of the promoter	M/s T.G. Buildwell Pvt. Ltd.
3.	RERA registered/not registered Unit No.	Unregistered

4.	Apartment No.	2B-505, Tower No. TG-1
5.	Apartment area (Super area)	1185Sq. Ft.
6.	Date of Apartment Buyer Agreement	05.05.2011
7.	Deemed date of possession	05.11.2013 (30 months)
8.	Total sale consideration	₹50,77,750/-
9.	Date of endorsement	09.11.2011
10.	Amount paid by complainant to the original allottee	₹52,08,366/-
11.	Offer of possession	Not given

B. FACTS OF THE COMPLAINT

1. Case of the complainant is that respondents in the year 2007-08 had launched a project namely, "Tivoli Holiday Village, Dharuheda situated in the Revenue Estate of Village Dharuheda, Tehsil and District Rewari, (Haryana).

2. That in the year 2011, complainant had purchased the apartment bearing No. 2B-505, Tower No. TG-1 having a super area of approx. 1185 sq. ft. along with car parking space of the project of Tivoli Holiday Village, Dharuhera, District Rewari, Haryana for a total consideration of Rs. 52,08,366/- through an agreement to sell dated 14.11.2011 executed between the Complainant and the executor One Up Trade Private Limited (Previously known as One Up Trade Networks Pvt. Ltd.) and had paid the entire consideration amount i.e.

Rs. 52,08,366/-. A copy of agreement to sell dated 14.11.2011 is annexed as Annexure P-1.

3. That on 14.11.2011 itself, complainant had informed the respondent regarding purchase of the said apartment and further requested to deal with the complainant only and also to execute the sale deed in its favour vide its letter dated 14.11.2011 and also submitted a declaration form along with the letter. A copy of the letter dated 14.11.2011 is annexed herewith as Annexure P - 2. A copy of declaration form dated 14.11.2011 is annexed as Annexure P - 3.

4. That the complainant as well as the original allottee had also issued another letter dated 10.11.2011 to the respondent, thereby the original allottee / One Up Trade Pvt. Ltd. had acknowledged the receipt of the entire consideration amount and further requested the Respondent to adjust the said amount in the account of original Allottee/One up Trade Pvt. Ltd. Pertinently, in that regard no objection whatsoever, was ever raised by the Respondent. A copy of letter dated 10.11.2011 is annexed as Annexure P - 4.

5. That the respondent had duly accepted, endorsed and acknowledged the transfer of the flat in question to the complainant on the same terms and conditions as initially agreed between the Respondent and the Original allottee, i.e, One Up Trade Private Limited.

6. That as per the Apartment Buyer Agreement dated 05.05.2011 executed by the respondent, the respondent ought to have completed the construction and

to hand over the possession of the flat in question within a period of 30 months with a grace period of 60 days. However, till date the respondent has neither completed the construction nor has handed over the possession of the said apartment to the complainant. That in the given situation, there is no likelihood of completion of the project/tower wherein the complainant has booked a flat and paid its hard earned money to the respondent. A copy of the apartment buyer Agreement dated 05.05.2011 is annexed as Annexure P -5.

7. That the complainant all through-out was requesting the respondent verbally and even visited respondent's office on numerous occasions either to handover the possession of the flat in question to the complainant or return its consideration amount, but to no avail, as despite repeated assurances, the respondent had neither handed over the possession of the flat nor returned the consideration amount paid by the complainant.

8. That the respondents have not only defrauded the complainant, but have committed fraud with various buyers for which various police complaints were made against the respondent in the year 2018.

9. That in order to conceal its remorse and to wriggle out of its legal liabilities, respondent had even filed a Civil Suit bearing No. CS(COMM) No. 101/2022 based on false and concocted stories, allegations and raised the false and illegal claims before the Ld. District Court, Saket, New Delhi, however, the complainant was only a performa party and no relief was claimed against the

complainant. In the aforesaid suit Plaintiff had tried to create a semblance of cause of action, which in actual none has happened. A copy of the suit bearing CS(COMM) No. 101/2022 along with documents filed therein are collectively annexed as Annexure P - 6 (Colly).

10. That from the perusal of the plaint, the complainant has learnt that the respondent pursuant to its criminal conspiracy, alleged to have issued some letter in the year 2018 for cancellation of the flat in question which otherwise the respondent was/ is not legally entitled to and the same is illegal and arbitrary. The complainant has never received any such alleged letter.

11. That till date the respondent has not completed the construction of the said project and the same has not been issued any Occupation Certificate. That in the given situation, there is no likelihood of completion of project/ tower wherein the complainant has booked a flat and paid his hard earned money.

C. RELIEFS SOUGHT

12. Complainant has sought following reliefs:

    i. Declare the alleged cancellation of allotment to the complainant with respect of flat / apartment bearing No. 2B-505, Tower No. TG-1 having a super area of approx.. 1185 sq. ft. along with car parking space Tivoli Holiday Village, Dharuhera, Rewari, Haryana null and void being illegal and arbitrary,

ii. Direct the respondents No. 1 to 3 (jointly or severally) to refund the entire amount of ₹52,08,366/- (Rupees Fifty Two Lacs Eight Thousand Three Hundred Sixty Six only) paid by the complainant alongwith interest as mentioned in the RERA Rules, 2017 from the date of agreement to sell dated 14.11.2011;

iii. Pass such other and further order or orders as this Authority may deem fit and proper in the facts and circumstances of the present case.

D. REPLY ON BEHALF OF RESPONDENT

13. Respondent has filed a detailed reply on 02.02.2024 stating therein that the said the respondent asserts that One Up Trade Pvt. Ltd. (original allottee) is a necessary party. Their absence in this case renders the complaint non-maintainable.

14. That a Memorandum of Understanding **(MOU)** dated 24.02.2011 was executed between the respondent and One Up Trade Pvt. Ltd. for the installation of a "BIG SPA." The respondent transferred Apartment No. 2BP-505 as part of the barter system for a value of ₹50,77,750/- in compliance with the MOU. An Apartment Buyer Agreement dated 05.05.2011 was also executed (Annexure R-2). The SPA installed by One Up Trade Pvt. Ltd. was non-operational from the start due to multiple defects (leakages, electrical issues, etc.). Despite repeated complaints via calls, emails, and letters

(Annexure R-3), the SPA issues remained unresolved. The respondent claims significant financial and business losses.

15. That One Up Trade Pvt. Ltd. allegedly sold the apartment to the complainant (M/s Bright Outdoor Media Pvt. Ltd.) on 24.06.2014, despite the respondent not receiving any payment for it. This sale is described as unauthorized and fraudulent. The respondent states no monetary consideration was received either from One Up Trade Pvt. Ltd. or the complainant.

16. The respondent canceled the allotment of the apartment owing to defaults by the original allottee (One Up Trade Pvt. Ltd.), long before the complainant's involvement. A cancellation letter was issued. Further, several actions were taken to Resolve SPA Issues such as police complaint was filed on 02.01.2019 (Annexure R-4), Notices were published in the newspapers of Rashtriya Sahara (Delhi) and The Hindu (Bombay) on 29.10.2020 announcing disposal of the defective SPA (Annexure R-5) and a legal notice dated 29.10.2020 was issued to One Up Trade Pvt. Ltd., demanding ₹50,77,750/- plus 18% interest (Annexure R-6). No response was received.

17. That the respondent has filed Civil Suit No. CS-101-2022 before the District Court, Saket, New Delhi, naming One Up Trade Pvt. Ltd. and the complainant as parties. Relief sought includes recovery of ₹55,00,000/-, interest, removal of the SPA, and compensation for business losses.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

18. Ld. counsel for complainant reiterated the basic facts of the case and highlighted the respondent's failure to hand over possession of the 2BHK apartment. He also stated that Civil Suit No. 101 of 2022 filed before the District Court, Saket, was dismissed on 16.05.2024. He further relies on the Memorandum of Understanding (MoU) dated 24.02.2011 between the original allottee (One Up Trade Network Pvt. Ltd.) and the respondent. The complainant seeks refund and delayed interest as relief. As per the MoU and subsequent agreements, the complainant has stepped into the shoes of the original allottee, making them eligible for possession or its equivalent compensation.

19. On the other hand, ld. counsel for respondent stated that no payment was received directly from the complainant, which, according to them, absolves them of the obligation to deliver possession. He emphasized that the original allottee (One Up Trade Network Pvt. Ltd.) was not made a party to the current case. The MoU required the original allottee to install a SPA in exchange for the 2BHK apartment, which the respondent alleges was non-operational from the start.

20. Further, ld. counsel for complainant asserted that the respondent admitted to the endorsement in the civil suit pleadings. To which, ld. counsel for

respondent replies that the respondent denied this claim in their reply and insisted that the original allottee's presence is crucial to adjudicate the matter.

21. The complainant referred to the cancellation notice (Page 49 of the respondent's reply), which explicitly states that the allotment was cancelled for the complainant. This indicates the respondent recognized the complainant as the allottee, as cancellation implies prior allotment.

22. Lastly, ld. counsel for respondent contended that reminders were sent to the original allottee about defects in the spa and that any refund should be sought from the original allottee, not from the respondent.

F. ISSUE FOR ADJUDICATION

23. Whether the complainant is entitled for refund of the amount paid by them along with interest in terms of Section 18 of RERA, Act of 2016?

G. OBSERVATIONS AND DECISION OF AUTHORITY

24. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that an Apartment Buyer Agreement (ABA) was executed on 05.05.2011 between the respondent and the original allottee, *One Up Trade Pvt. Ltd.* under barter arrangement vide which One Up Trade Pvt. Ltd. agreed to install a "Big Spa" for the respondent. In return, the respondent agreed to transfer Apartment No. 2B-505 in Tower TG-I, having a super area of 1185 sq. ft., with a total sale consideration of ₹47,50,000/-. On

09.11.2011, the original allottee endorsed its rights and obligations for the unit to the complainant, M/s Bright Outdoor Media Pvt. Ltd. The complainant paid ₹52,08,366/- to the original allottee as part of this endorsement. The endorsement was formally communicated to the respondent through a letter dated 10.11.2011 from the original allottee. Also, complainant had made respondent no.2 and 3 as parties, however, no specific relief has been claimed from respondent no.3. Therefore no specific directions are passed against the respondent no.2 and 3.

25. As per clause 14 of the apartment buyer agreement "*that the possession of the said apartment is proposed to be delivered by the company to the allottee within 30 months (two and half years)from the date of start of construction of the particular tower in which the booking/allotment is made subject to force majeure ……*". However, both the parties have failed to provide the exact date as when the construction work was started. Therefore, Authority deems appropriate to take 30 months from the date of execution of the apartment buyer agreement, which comes out to be 05.11.2013. Authority is of the view that the complainant, by stepping into the original allottee's shoes following the endorsement, assumed the same rights and obligations as the original allottee. Consequently, the respondent was obligated to deliver possession of the apartment to the complainant by **05.11.2013**, in accordance with the terms of the agreement.

26. Firstly, the respondent contended that the unit in question was never endorsed to the complainant, and as a result, they are not obligated to fulfill any claim or deliver possession of the unit to the complainant. The respondent also argued that since the complainant paid the amount directly to the original allottee (*One Up Trade Network Pvt. Ltd.*), any relief sought should be pursued against the original allottee and not the respondent. The Authority clarified that under property law and contractual agreements, endorsement transfers both rights and obligations from the original allottee to the endorsee (in this case, the complainant). The process of endorsement inherently places the complainant in the same position as the original allottee. This means the respondent is legally bound to honor the terms of the original agreement but with the complainant. The Authority is of the view that an agreement to sell dated 09.11.2011 was executed between the original allottee (*One Up Trade Pvt. Ltd.*) and the complainant (*M/s Bright Outdoor Media Pvt. Ltd.*), documenting the transfer of the unit for a total consideration of ₹52,08,366/-. A letter dated 10.11.2011, issued by the original allottee to the respondent, explicitly informed the respondent of the endorsement. The letter stated that *"This is to inform that we, M/s One Up Trade Network, the allottee, have received a total sum of ₹52,08,366 from our nominee, M/s Bright Outdoor Media Pvt. Ltd., for the said unit."* The complainant submitted that the documents in their complaint book such as Apartment Buyer Agreement

(pages 26-46), signed between the original allottee and the respondent and endorsement Agreement (page 47), documenting the transfer of rights from the original allottee to the complainant. Upon review, the Authority noted that the signatures of the authorized signatory of the respondent (*TG Buildwell*) on both documents matched, providing conclusive evidence that the endorsement was genuine and acknowledged by the respondent. Authority concludes that the endorsement was valid, making the complainant the rightful claimant in the matter that the complainant, having stepped into the shoes of the original allottee, is entitled to the same rights and claims under the Apartment Buyer Agreement.

27. Further, the endorsement of the unit to the complainant firmly established their entitlement to the 2BHK apartment, as per the terms of the Memorandum of Understanding (MoU) dated 24.02.2011 between the original allottee and the respondent. Under this MoU, the original allottee agreed to install a spa for the respondent, in exchange for which the respondent was to provide the apartment. The original allottee fulfilled this obligation by installing the spa, thus completing their part of the barter agreement. The respondent's argument that the spa was non-operational upon installation is addressed by the Hon'ble District Court, Saket, in its judgment dated 16.05.2024. relevant part of the said order is reproduced below:

" During the course of submissions, Dr. Nityanand Singh, Ld. counsel for the plaintiff has fairly conceded that the possession of flat in question is still with the plaintiff and only allotment letter was issued in favour of defendant no. 1, however, no documents of title were ever executed in its name nor the physical possession of the flat was ever transferred/handed over to defendant no. 1. Even page no. 62 of the paper book of the plaintiff shows that the said allotment was also cancelled by the plaintiff on 14.05.2018. It has been argued on behalf of defendant no. 1 that the sale transaction between defendants no. 1 and 2 was also duly endorsed by the plaintiff which is reflected from the documents filed by defendant on record. However, since the documents of the defendant cannot be looked into at this stage, hence, same is of no use and avail for him. However, the fact remains on record is that no possession of the flat has exchanged hands and same is still available with the plaintiff. Hence, defendant no. I must have incurred costs in construction and installation of SPA for which plaintiff was liable either to pay the charges or to handover the possession of the flat after transferring its title as per the Barter MoU executed between the parties and in the present case, the cause of action, if any, had arisen in favour of defendant no. 2 and that too against defendant no. I from whom the flat was purchased by it against consideration and which fact was also endorsed and acknowledged by the plaintiff as submitted. Once the plaintiff himself had accorded the consent for the transfer of flat which actually never happened in reality, then it does not remain in plaintiff's mouth to agitate this issue by calling it an illegal malafide sale.

Perusal of the record especially plaintiff's documents further reflect that the notices were issued regarding the complaints in respect of SPA only for the first time on 11.05.2018 i.e. after seven years of installation of the said SPA. Last such reminder was given to the defendant no. 1 on 12.11.2018. Not only this, but also a police complaint was made by the plaintiff on 02.01.2019 at Police station Alipur. All these facts clearly establish on record that the SPA had not cause any operational problems or had shown any defects either in manufacturing or its installation for seven long years. Since the limitation of filing a suit seeking recovery of money is three years from the date of accrual of cause of action which had essentially accrued in the year 2011 as stated in the present plaint, however, in view of the fact that neither any payment was made by plaintiff to defendant no. I in respect of the said SPA nor the flat, as promised was ever transferred to it, hence, I have no hesitation in holding that despite reading the plaint as a whole, it has failed to disclose a cause of action in favour of the plaintiff and against the

defendant no. I to file the present suit as well as the suit of the plaintiff is also hopelessly barred by limitation."

28. Authority from the above referred judgment is of the view that, the Court clarified that the spa functioned without issues or defects for seven years post-installation. Complaints regarding the spa were raised for the first time in 2018, which the court highlighted as a delayed action. The judgment further noted that, according to legal provisions, the limitation period to claim recovery of costs or address issues is three years from the cause of action, which had accrued in 2011. As such, the respondent's suit related to the spa was deemed barred by limitation, affirming that the original allottee fulfilled their obligations. Under the terms of the agreement, the respondent was obligated to deliver possession of the 2BHK apartment by 2013. However, not only did the respondent failed to meet this deadline, but they also issued a cancellation notice to the complainant on 14.05.2018. This action is inappreciable, as the respondent had not fulfilled their contractual obligations, including timely possession of the apartment. Authority observes that the issuance of the cancellation notice is not legally sustainable as firstly, the respondent failed to adhere to the agreed possession timeline of 2013, and the delay extended to over five years before. Secondly, the respondent did not provide any updates to the complainant on the status of construction or possession, demonstrating a lack of diligence. Thirdly, the complainant had

fully complied with their obligations under the agreement, including payment of the sale consideration. The court emphasized that when one party to a barter or sale agreement fulfills their part, the other party is legally bound to reciprocate as agreed. In this case, the original allottee delivered the spa as required, and thus the respondent's obligation to deliver the apartment became binding. The court's reference to the timeline of complaints and the respondent's inaction over seven years highlights that the respondent's claims regarding the spa are baseless. The respondent's failure to deliver possession and their subsequent cancellation notice violate the terms of the agreement and established legal principles. The complainant, having stepped into the shoes of the original allottee, retains full entitlement to the apartment. The respondent's actions and delays have not only breached contractual obligations but have also caused undue hardship to the complainant, further solidifying the complainant's right to possession and compensation for the delay.

29. The complainant cannot be expected to wait indefinitely for possession when the respondent has not demonstrated any significant progress in construction. Thus, the inordinate delay in completing the project and the failure to deliver possession justify the complainant's request for a refund of the amounts paid along with interest. Given the circumstances, the Authority finds that the

complainant is entitled to a refund of the money paid, as well as compensation for the delay caused by the respondents' negligence in completing the project.

30. Hon'ble Supreme Court in the matter of "***Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others*** " in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

> "25. *The unqualified right of the allottee to seek refund referred under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.*"

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of

possession. The complainant wishes to withdraw from the project of the respondent; therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

31. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

> *(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;*

32. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is 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 sub sections (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".

33. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date, i.e., 04.11.2024 is 9.1%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.1 %.

34. From above discussions, it is amply proved on record that the respondent have not fulfilled its obligations cast upon them under RERA Act, 2016 and the complainant is entitled for refund of her deposited amount along with interest as per RERA rules, 2017. Accordingly, respondent will be liable to pay the interest to the complainant from the dates when amounts were paid till the actual realization of the amount. Hence, Authority directs the respondent to refund the paid amount to the complainant along with interest at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to 11.1% (9.1% + 2.00%) from the date amounts were paid till the actual realization of the amount.

Authority has got calculated the total amount to be refunded along with interest calculated at the rate of 11.1% from the date of payment till the date of this order, which comes to ₹1,27,22,454/- (₹52,08,366/- (principal amount)

+₹75,14,088/- (Interest accrued till 04.11.2024). According to the receipts/statement of accounts provided by the complainant, details of which are given in the table below –

Sr.no	Principal amount	Date of payment	Interest accrued till 04.11.2024
1.	₹52,08,366/-	10.11.2011	₹75,14,088/-
Total amount to be refunded by respondent to complainant= ₹1,27,22,454/-(₹52,08,366/- (principal amount) +₹75,14,088/- (Interest accrued till 04.11.2024). *note- Authority vide order dated 31.10.2023, counsel for complainant has also statement that 10.11.2011 be taken as single date for payment made by complainant.*			

H. DIRECTIONS OF THE AUTHORITY

35. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire amount deposited by the complainant along with interest of @11.1% to the complainant as specified in the table provided above in para no 34 from the dates when amounts were paid till the actual realization of the amount.

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow against the respondent.

36. Hence, the complaint is accordingly **disposed of** in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.

CHANDER SHEKHAR
[MEMBER]

NADIM AKHTAR
[MEMBER]