

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : Order pronounced on:

3089 of 2024 09.07.2025

Shilpi Amit Chugh **R/o:-** H.No. F-1801, The Coralwood, SS Group, Sector-84, Gururgam.

Complainant

Versus

M/s HCBS Developments Ltd.

Address:- Unit no. 205, Plot no. 6, Vardhman Bahanhof Plaza, Sector-12, Dwarka, New Delhi-110078 Also At:- 137, Sector-27 Gurgaon HR 122009 And Unit 69, 70 MGF Metropolis, MG road, Gurugram

Respondent

CORAM:

Shri Ashok Sangwan

APPEARANCE:

Gaurav Rawat (Advocate) Harshit Batra (Advocate)

ORDER

Member

Complainant Respondent

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



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

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 and delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details	
1.	Name of the project	"HCBS Auroville"	
2.	Location of the project	Sector-103, Tehsil-Kadipur Gurugram, Haryana.	
3.	Area of project	8.75 acres	
4.	Nature of the project	Affordable Group Housing	
5.	DTCP license no.	License No02 of 2021 dated 21.02.2021	
6.	Registered/not registered	Registered Vide registration no. 67 of 2021 Dated-12.10.2021	
7.	Allotment letter	14.01.2022 (As on page no. 29 of complaint)	
. ι	Unit no.	16-J, Property category-4P, Tower-J, Floor-1 st	
		(As on page no. 30 of complaint)	

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g	Area of the weit	1 10: 5009 01 2024	
	inca of the unit	497.19 sq.ft. [Carpet Area] (As on page no. 30 of complaint)	
1	0. Builder Buyer Agreement	05.05.2022 (As on page no. 47 of complaint)	
11	1. Possession clause	As per Affordable housing policy 4 years from the date of E.C or building approvals whichever is later	
12	. Building plan approvals	23.07.2021	
13.	Environmental clearance	30.07.2022	
14.	Bue date of possession	30.07.2026 [Calculated 4 years from the date of E.C]	
15.	Sale consideration	Rs.21,88,198/-	
16.	Total amount paid by the complainant	Rs,.7,73,528/-	
17.	Occupation certificate	Not obtained	
18.	Offer of possession	Not offered	
19.	Publication GURU	27.04.2024 (As on page no. 45 of reply)	
20.	Cancellation of unit	29.05.2024	
. Fa	acts of the complaint:	(As on page no. 46 of reply)	

B. of the complaint:

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The complainant has made the following submissions: -3.

I. That in 2021, the respondent issued an advertisement announcing a Affordable Group Housing Project "Aura Villa" at Sector- 103



Gurugram was launched by respondent, under the license no. 2 of 2021 dated 21.01.2021, issued by DTCP, Haryana, Chandigarh, situated at Sector - 103, Gurugram and thereby invited applications from prospective buyers for the purchase of unit in the said project.

- II. That the complainant while searching for a unit was lured by such advertisements and calls from the brokers of the respondent for buying a residential unit in their project. Relying on various representations and assurances given by the respondent and on belief of such assurances, Allottee, booked a unit in the project by paying an amount of Rs. 1,04,410.00 towards the booking of the said unit bearing no. J-16, First Floor, Tower-J, in Sector 103, having carpet area measuring 497.19sq.ft. and balcony area 395.89sq. ft. to the respondent on 20.01.2022 and the same was acknowledged by the respondent.
- III. That at the time of booking, the respondent assured that the project will be completed within 36 months and agreement will be executed within period of 2 months but same has been executed after lapse of five month and copy of same was provided later on after repeated requests and reminders.
- IV. That the respondent sent an allotment letter dated 21.01.2022 to the complainant allotting a unit no. J-16, First Floor, Tower-J, in Sector 103, having carpet area measuring 497.19sq.ft. and balcony area 395.89 sq. ft. in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs. 21,88,198.00, which includes basic price Plus EDC and IDC, ETC and other Specifications of the allotted unit and the time frame within which the next instalment was to be paid. It is pertinent to note here that respondent after the allotment



letter respondent builder raised demand of Rs.1,09,520.00. Complainant in time bound manner duly paid the said demand.

- V. That after repeated reminders and follow ups with the respondent. Respondent provided the copy of the payment receipts and allotment letter. It is pertinent to note here that Complainant duly and timely made all the payments when demanded but respondent after delay of almost five months got the agreement executed.
- VI. That respondent sent a demand letter dated 01.04.2022, raising demand of Rs.3,33,110.00 as per payment plan. Furthermore, as per Section 13 of the Act: No deposit or advance to be taken by promoter without first entering into agreement for sale. The respondent has collected approx. Rs.2,13,930/- till date and further raised demand of Rs.3,33,110/-, without executing the builder buyer agreement. Hence, the said demand is void, illegal and needs to be quashed.
- VII. After repeated requests and reminders, the respondent executed the apartment buyer agreement dated 05.05.2022 with the complainant. The respondent sent a reminder dated 17.03.2023 to the complainant raising a demand of Rs.3,31,525/-, levying interest at rate of 15% per annum. It is pertinent to mention here that after coming into force of the Act,2016, the respondent cannot charge interest against the interest rate provided under the Act,2016 and HARERA Rules framed thereafter.
- VIII. That the respondent sent a reminder dated 01.05.2024 to complainant raising demand of Rs.2,20,008/- alongwith an interest at rate of 15% per annum. It is pertinent to mention here that the last date for making the payment was 01.06.2024 as per demand letter.



- IX. That the complainant in May,2024, requested the respondent stating that he has already deposited the amount when demanded and is willing to pay further amount also but kindly provide the some time to make the further payment and requested to provide the status of the construction and provide environment clearance as obtained by the builder as compulsory for starting of the construction and date of completion of project but no satisfactory response till date. Thereafter various reminder were also sent to the respondent.
- X. That the complainant sent various reminders to the respondent stating that the complainant has already deposited the amounts and when demanded and is willing to pay further amount also but kindly provide some time to make the further payment and requested to provide the status of the construction and provide environment clearance as obtained by the builder as compulsory for the start of the construction and date of completion of project but no satisfactory response has been received till date.
- XI. That on 24.05.2024, when the complainant visited the office of the respondent it was shocking for the complainant that the representatives of the respondent informed the complainant that their unit has been cancelled, the complainant asked to provide the copy of the cancellation letter as they never received the same but the same has not been provided to them till date. Further to this, though there is no written communication from the respondent side.
- XII. During this period, the complainant went to the office of respondent several times and requested them to resolve the issue and accept the amount and 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.



- XIII. That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent with regard to levying interest at rate of 15% but the respondent was never able to give any satisfactory response to the complainant regarding the status of the construction and were never definite about the delivery of the possession.
- As per the demands raised by the respondent, the complainant has XIV. already paid an amount of Rs. 7,73,528/-, towards the said unit against total sale consideration of Rs.21,88,198/-. That the complainant raised objections on account of the concern/objection that on ground reality status of construction is not the same as the demand of money raised. Furthermore, requested for the inspection of the unit as per the agreement. Thereafter, the complainant sent several reminders through telephone to the respondents but they were never able to give any satisfactory response regarding the aforesaid issues raised by the complainant.
- That the respondent instead of complying as per the provisions of the XV. Act, and obtaining the Occupation Certificate, sent intimation of termination dated 29.05.2024 to the complainant forfeiting an amount, without providing any justification to same and against the spirit of the Act,2016. Thereafter, not responding nor providing any justification with respect to the query raised by the complainant. It is pertinent here that as per demand letter dated 01.05.2024 last date of making the payment was 01.06.2024 but the respondent acting arbitrary, without the lapse of last date of payment cancelled the unit.
- Thereafter, when the complainant visited the office of the respondent XVI. on 06.06.2024 and asked for the justification of the above said act,

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respondent assured to reinstate the said unit and asked to make the payment. That on the same day showing the bonafide intention and in good faith that the unit will be re-instate as per the assurance provided, further made the payment of Rs.2,21,008/- on 06.06.2024 and asked the respondent to provide withdrawal letter or Re-instate letter of unit.

- XVII. That the respondent assured to provide the same and asked the complainant to visit the office after 3-4 days, and further to bring the cheque of remaining amount, assuring to provide the re-instate letter on the same day. On the basis of assurance provided, complainant on 09.06.2024, visited the office of the respondent company alongwith cheque of Rs. 5,52,520/- as agreed with the respondent company on 06.06.2024, but it was shocking for the complainant even after accepting the payment after the issuance of cancellation letter representative of the respondent company refused to accept the said cheque and further refused to re-instate the allotted unit.
- XVIII. That the respondent have played a fraud upon the complainant and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within the stipulated period. The respondent had further malafidely failed to execute the BBA with the complainant. Hence the present complaint.
- C. Relief sought by the complainant:
- 4. The complainant has sought following relief(s):
- i. Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised.
- ii. Pass an order to set aside the cancellation letter dated 29.05.2024.
- iii. Restrain the respondent from creating third party rights on the unit.
- iv. Direct the respondent not to cancel the allotment of the unit.



- v. Direct the respondent to accept the further amount due from the complainant.
- vi. Direct the respondent not charge any penalty/ interest from the complainant and to corporate by providing the required documents.
- vii. Quash the illegal demand letter's dated 18.03.2024 and 05.04.2024.
- viii. Direct the respondent to handover possession of the unit after completing in all aspect to the complainant.
- 5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the act to plead guilty or not to plead guilty.
- D. Reply by the respondent.
- 6. The respondent has contested the complaint on the following grounds:
 - I. That the complainant approached the respondent to purchase a unit in its project. That upon the draw of lots and acceptance of his Application for allotment of the unit, a flat bearing no. J-16 on 1st floor, Tower J tentatively admeasuring carpet area of 497.19 sq. ft. was allotted to the complainant vide Allotment Letter dated 21.01.2022.
- II. Thereafter, an Apartment Buyer's Agreement was sent to the complainant for signing the same, which was delayed by the complainant and the same was executed on 05.05.2022.
- III. That the remittance of all amounts due and payable by the complainant under the agreement as per the schedule of payment incorporated in the Agreement was of the essence under Clause 5 of the Agreement reiterated as under:

"5. TIME IS THE ESSENCE

Notwithstanding anything to the contrary contained herein, it is hereby expressly and unconditionally agreed to by the Allottee that time is of essence with respect to the Allottee's obligations to make any and all payments hereunder including the payment of any part of

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the Total Price, payment of any and all other applicable charges, considerations, interest, deposits, penalties and other payments such as applicable stamp duty, registration fee etc. and other charges as are stipulated under this Agreement. "

IV. That the complainant had defaulted/delayed in making the due payments, upon which, reminders were also served to the complainant. The *bonafide* of the respondent is also essential to be highlighted at this instance, who had served a number of demand letters and reminders to the complainant to ensure that the payments are made in a timely fashion. A list of the Demand Letters and Reminders are as under:

S. No.	Particulars	Stage/Milestone	Dated
1.	Demand Letter	At the time of allotment of unit and BBA registration	
2.	Demand Letter	3 rd installment at the time of stilt level	17.03.2023
3.	Demand Letter	4 th installment at completion of 20% structure (31 floors)	01.12.2023
4.	Reminder Letter	151	18.03.2024
5.	Reminder Letter 2	Ve	05.04.2024
6.	Demand Letter	5 th installment at completion of 40% structure (62 floors)	01.05.2024

V. That all the demands were raised in a timely manner as per the stages of the construction. That the development of certain number of floors means the development of the floors in the entire project and not just in the tower of the allottee. Thus, the respondent has validly raised the demand on reaching the respective stage of the construction of the floors. That in this regards the respondent had sought clarification from the Directorate of Town and Country Planning, Haryana and it was clarified vide letter dated 02.12.2021 that the construction of overall project shall be considered for a construction linked payment



plan for charging the instalments from the allottees. The relevant para

of the letter is reiterated as below:

"Query 7: Will the payment be linked with the construction of the tower of the allottees or will it be linked to overall construction of the project as a whole?

Reply: As per the amendment dated 16.11.2021, the project has been defined as single license to develop a colony. Therefore, the term construction linked plan shall mean the construction of a project as defined above for the purpose of charging the instalments from the allottees."

VI. That the complainant is a habitual defaulter who has been in default of payments at various instances since the very beginning and had stopped making payments of the instalments on 21.01.2023 i.e., at the stage *"At the time of allotment of unit and BBA registration"*.

- VII. That the respondent issued the demand letter for 3rd instalment i.e. at stilt level on 17.03.2023 which is unpaid by the complainant. The respondent issued another demand letter of 4th instalment i.e. at completion of 20% of Structure (31 floors) dated 01.12.2023 however, the complainant had failed to make payment of this instalment also. That thereafter respondent on 01.05.2024 issued demand letter for 5th instalment i.e. at completion of 40% of structure (62 floors), which remains unpaid along with previous 2 instalments till the date of cancellation of the unit.
- VIII. That the last payment received from the complainant was on 25.07.2022 i.e., at the stage "At the time of allotment of unit and BBA registration". The complainant willingly and voluntarily stopped making the payments even after receipt of multiple reminders and notices from the respondent. As the complainant failed to make timely payment of the instalments, the complainant was served with reminder letters dated 18.03.2024, 05.04.2024. Despite having received the reminder, the default of the complainant continued hence, the respondent issued publics notice in Nav Bharat Times and



Times of India dated 27.04.2024 as per the Affordable Housing Policy, 2013.

- IX. That due to the continuous defaults of the complainant since the 3rd instalment at the time of stilt level, the respondent was constrained to cancel the allotment of the complainant and the same was communicated to the complainant vide Cancellation Letter dated 29.05.2024. That it is pertinent to note that the unit was cancelled not on the demand of 5th instalment at completion of 40% structure dated 01.05.2024 but the demand pending since the 3rd instalments at the time of stilt level.
- X. That accordingly, after termination of the allotment of the unit, the complainant has been left with no right, titled, interest, charge or lien over the unit. That after the termination of the allotment of the unit, the respondent is well within their right to forfeit Rs.25,000/- with. That in addition of Rs.25,000/-, the respondent is also entitled to deduct 5% of the coast of the flat along the delayed payment interest till the date of termination and other non-refundable amount including the statutory dues paid against the unit.
- XI. Without prejudice, it is submitted that the complainant contends that he had paid Rs.2,21,008/- to the respondent on 06.06.2024, however, the said payment was made by the complainant after the allotment of the unit of the complainant was already duly cancelled on 29.05.2024 by the respondent. Moreover, the complainant had made the payment to the respondent through RTGS/NEFT without the consent or knowledge of the respondent hence, the same does not amount to revocation of the cancellation whatsoever.



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 these undisputed documents and submission made by the parties.

D. Jurisdiction of the authority:

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

E. I Territorial jurisdiction

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

E. II Subject matter jurisdiction

 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 promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.



- 11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.
- E. Findings on the relief sought by the complainant:
- E.I Direct the respondent to hand over the possession of the said unit with the amenities and specifications as promised.
- E.II Pass an order to set aside the 29.05.2024. cancellation letter dated
- E.III Restrain the respondent from creating third party rights on the unit.
- E.IV Direct the respondent not to cancel the allotment of the unit.
- E.V Direct the respondent to accept the further amount due from the complainant.
- E.VI Direct the respondent not charge any penalty/ interest from the complainant and to corporate by providing the required documents.
- E.VII Quash the illegal demand letter's dated 18.03.2024 and 05.04.2024.
- E.VIII Direct the respondent to handover possession of the unit after completing in all aspect to the complainant.
- 12. The complainant booked a unit in the Affordable Group Housing Colony AURA VILLA, Sector-103, Kadipur, Gurugram and was allotted a unit bearing no. 16-J, 1st floor, Tower J, Type-4P of the project vide allotment letter dated 14.01.2022 for a sale consideration of Rs.21,88,198/- out of which the complainant had paid an amount of Rs.7,73,528/-.
- 13. As per the affordable housing policy, the due date of possession is calculated from the date of environment clearance i.e., 30.07.2022 which comes out to be 30.07.2026. It is evident from the above-mentioned facts that the complainant paid a sum of Rs.7,73,528/-against sale consideration of Rs.21,88,198/- of the unit allotted to her.

V



The Builder Buyer Agreement was executed between the complainant and the respondent on 05.05.2022. The complainant has paid an amount of Rs.7,73,528/-, out of which an amount of Rs.2,21,008/- has been paid by the complainant via RTGS on 06.06.2024, after the cancellation of the unit. The respondent has not issued any receipt in lieu of this amount paid. The respondent raised a demand via demand letter dated 05.03.2023 i.e., "3rd installment at the time of stilt level" amounting to Rs.3,31,512/- and the same was not paid by the complainant. Then, the respondent further raised a demand via demand letter dated 01.12.2023 i.e., "4th instalment at completion of 20% Structure (31 Floors) and thereafter, raised demand via demand letter dated 01.05.2024 i.e., "5th instalment at completion of 40% structure (62 floors).

14. In the written submission filed by the complainant, the complainant has submitted that the SBI bank on 27.03.2024, inspected the project in order to get the construction update, in order to release the loan amount but the construction status on site was not upto the milestone as communicated/provided by the respondent to the SBI Bank. Hence, SBI refused to release the loan amount in favour of the respondent. As per the bank inspection report, no construction was initiated in Tower-J (Complainant's unit is in Tower-J) and thus, the demand raised was premature and illegal. Also, as the respondent sent an intimation of termination dated 29.05.2024 to the complainant forfeiting an amount, without providing any justification. As per demand letter dated 01.05.2024, the last date for making the payment was 01.06.2024 but the respondent acted arbitrary and cancelled the unit, without the lapse of the last date of payment. Therefore, the cancellation dated 29.05.2024 is illegal and void.



- 15. The respondent has stated by way of written submissions that the complainant is a defaulter and has been continuously defaulted in making payments since the very beginning. The complainant failed to make the payment in lieu of the installment i.e., "At the stage of stilt level" and thereafter, the 4th and 5th installment and even after receipt of multiple reminders and notices from the respondent, no payment was made by the complainant. The respondent raised reminders dated 18.03.2024, 05.04.2024 to the complainant but the complainant blatantly ignored the reminder letters therefore public notice dated 27.04.2024 were issued by the respondent in newspapers and the unit was cancelled.
- 16. The respondent issued many reminders to the complainant for paying the outstanding dues and thereafter issued cancellation letter on 29.05.2024 after issuance of notice in the newspaper on 27.04.2024.
- 17. Now, the question before the Authority is whether this cancellation is valid or not. According to clause 5(iii)(i) of the Affordable Group Housing Policy, 2013 which produce as under:

"If any successful applicant fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due instalments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi newspaper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled. In such cases also an amount of Rs 25,000/- may be deducted by the coloniser and the balance amount shall be refunded to the applicant. Such flats may be considered by the committee for offer to those applicants falling in the waiting list".

18. The Authority is of the considered view that the complainant has been in default since the instalment ie., "At the stage of time of stilt level" and the respondent have duly served reminder dated 18.03.2024 and thereafter, another reminder dated 05.04.2024. The respondent served

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notice of the same in the newspaper on 27.04.2024 and thereafter, sent cancellation letter dated 29.05.2024 to the complainant. The objection taken by the complainant that the respondent cancelled the unit before the lapse of the last date of payment, is hereby rejected as there has been a persistent default on the part of the complainant from 17.03.2023 and reminders were duly served to the complainant for making the payments, but the same were ignored by the complainant. The complainant cannot pick and choose one specific demand letter and state that this due date for making payment is to be taken into account.

- 19. Further, the complainant has made a submission that the SBI Bank conducted an inquiry and submitted its report wherein the Bank Inquiry Officer has mentioned that no construction was initiated in Tower-J (Complainant's unit is in Tower-J) and thus, the demand raised was premature and illegal. The Authority observes that there is no credibility of the said document as it is not properly sealed and signed, no proper witness details and also the same was done in the presence and upon the identification of the towers of the Guard present at the site , without any official from the respondent's side. All the details mentioned in the report are based on the identification of the towers made by the guard available on the project site. Moreover, even if the said report is taken into account, it mentions that the Tower-J wherein the complainant's unit is located is completed till 4th floor. The demand raised by the complainant, i.e., installment was "At the time of stilt level" on 17.03.2023 which means the demand was rightfully and timely raised by the respondent and the complainant failed to make payment in respect of the same and thus, the unit was cancelled.
- 20. It is to be noted that as per the schedule of collection of payment provided under section 5(iii)(b) of Affordable Group Housing Policy



2013, it is construction linked payment plan. The respondent cancelled the unit of the complainant with adequate notices. Thus, the cancellation of unit is valid.

21. On 27.04.2024, the respondent published a list of defaulters for payments in the daily Hindi newspaper Nav Bharat Times. Finally, the cancellation letter has been issued by the respondent on 29.05.2024. The respondent has cancelled the unit as per the provisions of the policy and is valid one. But there is nothing on record to show that the respondent has refunded the balance amount after deduction of Rs.25,000/- as per the provisions of clause 5(iii)(i) of the policy. Thus, the respondent is directed to refund the balance amount to the complainant after deduction of Rs.25,000/- as per clause 5(iii)(1) of the policy 2013. The respondent has been using the amount paid by the complainant even after cancellation of subject unit. Therefore, the respondent is further directed to return the amount paid by the complainant with an interest @11.10% per annum from the date of cancellation of allotment i.e., 29.05.2024 till the actual realization of the amount.

F. Directions of the Authority:

- 22. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:
 - The respondent is directed to refund the balance amount of complainants after deduction of Rs.25,000/- as per clause 5(iii)(I) of the Policy 2013. The respondent is further directed to return the amount paid by the complainant with an interest @11.10% per



annum from the date of cancellation of allotment i.e., 29.05.2024 till the actual realization of the amount.

- ii. A period of 90 days is given to the respondent/builder to comply with the directions given in this order and failing which legal consequences would follow.
- 23. Complaint stands disposed of.
- 24. File be consigned to the registry.

(Ashok Sangwan) Member Haryana Real Estate Regulatory Authority, Gurugram Dated: 09.07.2025

HARERA