



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	831 of 2024
Date of filing:	20.06.2024
First date of hearing:	06.08.2024
Date of decision:	05.08.2025

Manvi Bajaj and Bhavishya Bajaj

3325 PP, Sector -15, Part-3, Sonipat

Haryana

.....COMPLAINANT(S)

Versus

TDI Infrastructure Ltd.

Registered Office :-

Upper Ground Floor, Vandana Building 11,

Tolstoy Marg, Connaught Place

New Delhi – 110001

.....RESPONDENT

CORAM: Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member

Date of Hearing: 05.08.2025

Present: - Mr. Rajiv Sharma on behalf of complainants

Adv. Shubhmit Hans, Ld. counsel for respondents through VC.

ORDER

1. Present Complaint has been filed by complainants under Section 31 of The Real Estate (Regulation & Development) Act, 2016 (for short 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 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 allottees 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:

Sr. No	Particulars	Details
1.	Name of the project	Tuscan Heights, in Tuscan City, Kundli, Sonipat
2.	Name of the promoter	TDI Infrastructure Ltd.
3.	RERA registered or not	Un-registered
4.	Unit No.	T-1/0501
5.	Unit Area	800 sq. ft.



6.	Revised area of unit	1654 sq. ft
7.	Date of allotment to original allottee	16.06.2011
8.	Date of apartment buyer agreement	28.11.2011
9.	Date of endorsement	27.03.2017
10.	Due date of possession	<p><u>28.05.2014</u></p> <p><u>Clause 30</u></p> <p><i>“if the possession of the Apartment is s delayed beyond a period of 30 months from the date of execution hereof and the reasons of delay are solely attributable to the wilful neglect or default of the Company then for every month of delay, the Purchaser shall be entitled to a fixed monthly compensation/damages/penalty....”</i></p>
11.	Basic sale price of unit	Rs.30,87,885/-
12.	Amount paid by the complainants	Rs.41,79,332.03/-
13.	Fit out offer of possession without occupation certificate	14.05.2018
14.	Whether occupation certificate received or not.	O.C. not received



B. FACTS OF THE COMPLAINT

3. Case of the complainants are that original allottees i.e. parents of complainants, Mr. Hemant Kumar Bajaj and Mrs. Vimmi Bajaj booked a flat in respondent's project namely "Tuscan Heights", situated within TDI City, Kundli, Sonipat in the year 2010.
4. Vide allotment letter dated 16.06.2011, unit no. T-1/0501, admeasuring area 1390 sq.ft. was allotted to original allottees and an apartment buyer agreement was executed on 28.11.2011.
5. That the parents of the complainants i.e. original allottees vide a letter addressed to the respondent requested the respondent for transferring of the said unit in favour of the complainants. In terms of the said request respondent vide endorsement dated 27.03.2017 endorsed the transfer of the said flat in favour of the complainants and issued to the complainants a transfer certificate dated 27.03.2017. The respondent vide transfer certificate confirmed that the said flat had been allotted to the parents of the complainants vide allotment letter dated 16.06.2011 and the parents of the complainants have paid an amount of Rs. 35,62,984.54/-. The said amount of Rs.35,62,984.54/- stands credited to the account of the complainants on the request and acceptance of the complainants that



complainants are now totally responsible for the transfer as transferee & customer of the respondent.

6. That the possession of the said unit was offered by the respondent subject to making of payment of the final area of the said unit alleged to be measuring 1654.100 sq. ft. The said area measuring 1654.100 sq. ft. is 19% more than the super area measuring 1390 sq. ft. as mentioned in the apartment buyer's agreement dated 28.11.2011.
7. That vide e-mail dated 25.11.2018 complainants requested the respondent to give the possession of the said flat and also to provide interest on the amount paid by the complainants from the date of the final payment by the complainants till the date of possession of the said flat.
8. That the respondent despite receipt of the e-mail dated 25.11.2018 did not handover the possession of the said unit, the complainants thus vide e-mail dated 14.12.2021 again requested the respondent to provide the course of action for taking the possession of the said unit and to return the undue/excess payment taken by the respondent with interest. Further, the complainants vide e-mail dated 03.01.2022 again requested the respondent to take immediate action and provide a concrete remedy to all the concerns and questions asked, to their satisfaction.
9. That since the respondent despite having received the entire purchase price of the said unit did not deliver the possession of the said unit to the complainants, the complainants thus vide e-mail dated 27.05.2022 and



letter dated 27.05.2022 (sent vide speed post on 28.05.2022) and subsequent e-mail dated 06.06.2022 requested the respondent to cancel the allotment of the said flat and refund the whole amount paid by the complainants along with interest. However, respondent has failed to comply with the said letter and email. The complainants have also lodged a complaint dated 21.07.2022 against the respondent with the Economic Offences Wing, Delhi Police, New Delhi. The said complaint dated 21.07.2022 has been clubbed with FIR No. 276/19, PS: EOW, New Delhi, as evident from the notice U/s. 161/91 Cr. P.C. dated 25.08.2022 issued by the Office of the Assistant Commissioner of Police, New Delhi.

10. That the respondent vide letter dated 13.01.2023, after the expiry of a period of more than 8 years from the stipulated date of possession of the said unit, requested the complainants to take possession of the said flat before 20.01.2023 after clearance of all outstanding dues. The said letter is illegal and not binding on the complainants as till date the respondent has not obtained the occupancy certificate. Further, the complainants vide letter & e-mail dated 27.05.2022 have already requested the respondent to cancel the allotment of the said flat and refund the whole amount paid by the complainants along with interest. The complainants are not interested in taking the possession of the said flat on account of inordinate delay on the part of the respondent in delivering the possession of the said flat within the stipulated time.



C. RELIEF SOUGHT

11. Complainants in its complaint sought following reliefs :

- a) Direct the respondent to refund to the complainants the purchase price amounting to Rs. 41,79,332.03/- paid by the complainants to the respondent towards the purchase of Flat No. T-1/0501, Tower-T in "TUSCAN HEIGHTS" located within Tuscan City at Kundli, Sonapat, Haryana;
- b) Direct the respondent to pay interest @ 24% per annum on the purchase price paid by the complainant, from the date of payments by the complainants till 31.05.2024, amounting to Rs. 1,01,34,270/- and further to pay interest @24% per annum on the purchase price paid by the complainants from 01.06.2024 till the date of refund of the purchase price by the respondent;
- c) Direct the respondent to pay to the complainants compensation to the tune of Rs. 10,00,000/- towards mental pain, agony, financial loss, damages etc;
- d) Award the cost of the present complaint in favour of the complainants
- e) Pass such other and further orders/directions as this Hon'ble Authority may deem fit and proper in favour of the complainants and against the respondent in interest of justice.

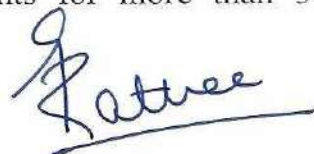
D. REPLY ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 09.12.2024

pleading therein as under :


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12. That the project Tuscan Heights, Kundli, Sonipat is covered under license No. 177 of 2007 dated 13.04.2007.
13. That respondent company vide its letter dated 09.05.2014 had applied to the Director General of Town and Country Planning, Haryana, Chandigarh for grant of occupation certificate of group housing colony measuring 22.864.acres Haryana, same is awaited.
14. That the provisions of the RERA Act,2016 are to be applied prospectively. Therefore, the present complaint is not maintainable and falls outside the purview of the provisions of the RERA Act,2016. The RERA Act, 2016 came into effect in 2016 and cannot be held to be retrospective in nature.
15. That the agreement was executed on 28.11.2011, which is much prior from the date when the RERA Act, 2016 came into existence. Accordingly, the agreement executed between the parties is binding on the buyer/allottee/ complainant. The RERA Act, 2016 and Rules do not have the force to supplant already agreed upon terms and conditions of the flat buyers agreement executed between the respondent company and the complainant
16. It is must also be highlighted herein that the captioned complaint filed by the complainants are miserably hit by the principle of delay and laches. That the last payment made by the complainants was way back in 2018. That the complainants slept over its rights for more than 5 years,



therefore, at this belated state the complainants cannot be allowed to approach the Ld. Authority for any relief whatsoever. Accordingly, the captioned complaint filed by the complainants must be dismissed at this very ground alone. The captioned complaint is barred by limitations.

17. It is submitted that the complainant herein is an investor and has accordingly invested in the project of the respondent company for the sole reason of investing and earning profits and speculative gains. The property has been bought by the complainants for the sole purpose of earning profits and speculative gains and therefore the captioned complaint is liable to be dismissed in toto.
18. That complainants had not approached this Ld. Authority with clean hands and had concealed the fact from the Ld. Authority that, on various occasions, the complainants have defaulted in making timely payments despite sending various reminder letters subsequent to demand letters by the respondent company and it is the complainants who had not come forward to clear the dues on time and had rather filed this frivolous complaint before this Ld. Authority to harass the respondent company.
19. That vide letter dated 14.05.2018 the respondent company had offered the possession for fit out of the unit in question to the complainants subject to clearing of the outstanding dues by the complainants.



E. ISSUE FOR ADJUDICATION

Whether the complainants are entitled to refund of amount deposited by them along with interest in terms of Section 18 of Act of 2016?

F. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT

a) Objection regarding execution of apartment buyer agreement prior to the coming into force of RERA Act, 2016

- I. Respondent in its reply has averred that provisions of RERA Act, 2016 are not applicable on the agreements executed prior to coming into force of RERA Act, 2016. Accordingly, relationship of builder and buyer in this case will be regulated by the agreement previously executed between them and the same cannot be examined under the provisions of RERA Act, 2016. In this regard, Authority observes that after coming into force the RERA Act, 2016, jurisdiction of the civil court is barred by Section 79 of the Act. Authority, however, is deciding disputes between builders and buyers strictly in accordance with terms of the provisions of builder buyer agreements. After RERA Act of 2016 coming into force the terms of agreement are not re-written, the Act of 2016 only ensure that whatever were the obligations of the promoter as per agreement for sale, same may be fulfilled by the promoter within the stipulated time agreed upon between the parties. Issue regarding opening of agreements executed prior to coming into force of the RERA Act,



2016 was already dealt in detail by this Authority in complaint no. 113 of 2018 titled as **Madhu Sareen v/s BPTP Ltd decided on 16.07.2018.**

Relevant part of the order is being reproduced below: -

The RERA Act nowhere provides, nor can it be so construed, that all previous agreements will be re-written after coming into force of RERA. Therefore, the provisions of the Act, the Rules and the Agreements have to be interpreted harmoniously. However, if the Act or the Rules provides for dealing with certain specific situation in a particular manner, then that situation will be dealt with in accordance with the Act and the Rules after the date of coming into force of the Act and the Rules. However, before the date of coming into force of the Act and the Rules, the provisions of the agreement shall remain applicable. Numerous provisions of the Act saves the provisions of the agreements made between the buyers and seller

Further, reference can be made to the case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP &Ors. Etc.** 2022(1) R.C.R. (Civil) 357, wherein the Hon'ble Apex Court has held as under:-

41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for al safeguarding the pecuniary interest of consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory, mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an



overriding effect over the retrospective applicability of the Act, even on facts of this case.

As per the aforesaid ratio of law, the provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the rules applicable to the acts or transactions, which were in the process of the completion though the agreement might have taken place before the Act and the Rules became applicable. Hence, it cannot be stated that the provisions of the Act and Rules made thereunder will only be prospective in nature and will not be applicable to the agreement for sale executed between the parties prior to the commencement of the Act.

- b) **Objection raised by respondent stating that complainants herein are an investor and have invested in the project of the respondent company for the sole reason of investing, earning profits and speculative gains.**

II. Respondent has also averred that complainants are an investor and not a consumer and the RERA Act of 2016 is enacted to protect the interest of consumers of the real estate sector, thereby complainant is not entitled to file the complaint under Section 31 of the Act and the complaint is liable to be dismissed. In this regard, Authority observes that the respondent is correct in stating that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled



principle of interpretation that the preamble is an introduction of a statute and states main aims and objects of enacting a statute but at the same time, the preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations, made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainants are buyers and paid total price of Rs.41,79,332.03/- to the promoter towards purchase of an unit in the project of the promoter, At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2[d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent:

In view of above-mentioned definition of "allottee" as well as all the terms and conditions of the unit application for allotment, it is crystal clear that the complainants are allottees as the subject unit was allotted to them by the promoter vide endorsement dated 27.03.2017



The concept of investor is not defined or referred in the Act. As per the definition provided under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. *0006000000010557 titled as M/s Srushti Sangam Developers Pvt Ltd, Vs. Sarvapriya Leasing (P) Lts. And Anr.* has also held that the concept of investor is not defined or referred in the Act. Thus, the contention of promoter that the allottee being investor is not entitled to protection of this Act also stands rejected.

c) Objection raised by respondent that the present complaint is barred by limitation

Respondent had raised objection regarding maintainability of the complaint on ground of that complaint is barred by limitation. In this regard the Hon'ble Apex Court in Civil Appeal no. 4367 of 2004 *titled as M.P Steel Corporation v/s Commissioner of Central Excise* has held that the Limitation Act applies only to courts and not to the tribunals. Relevant para is reproduced herein:

19. It seems to us that the scheme of the Indian Limitation Act is that it only deals with applications to courts, and that the Labour Court is not a court within the Indian Limitation Act, 1963."



Authority observes that the Real Estate Regulation and Development Act, 2016 is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act 1963, thus, would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority established under the Act is a quasi-judicial body and not Court. Therefore, in view of above, objection of respondent with respect to the fact that complaint is barred by limitation is rejected.

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

20. It is not disputed between the parties that original allottees i. e. parents of complainants; Mr. Hemant Kumar Bajaj and Mrs. Vimmi Bajaj booked a flat in respondent's project namely Tuscan Heights, situated within TDI City, Kundli, Sonipat in the year 2010. Vide allotment letter dated 16.06.2011, unit no. T-1/0501, admeasuring area 1390 sq. ft. was allotted to original allottees and an apartment buyer agreement was executed on 28.11.2011. The unit in question was endorsed in the name of complainant on 27.03.2017. Complainant had paid Rs.41,79,332.03/- against basis sale price of Rs.30,87,885/-.
21. As per apartment buyer agreement respondent was obliged to handover the possession of unit within 30 months from the date of execution of agreement i.e. by 28.05.2014. It is a matter of fact that the respondent did not offer possession of the unit within stipulated time.



22. Respondent in its reply has averred that it had offered possession for fit out to complainant on 14.05.2018 followed with a reminder letter dated 13.01.2023, therefore it has discharge its obligation. Authority observes that the respondent in its reply has admitted that it had applied for grant of occupation certificate to the DTCP, however same is still awaited. Meaning thereby that the fit out possession offered vide letter dated 14.05.2018 was not a legally valid offer of possession. Further, consequent upon non delivery of possession within the stipulated time. i.e. by 28.05.2014, complainant has exercised his rights as per provisions of RERA Act,2016 and communicated his intention to withdraw from the project and demanded refund of his amount vide letter dated 27.05.2022 and email dated 27.05.2022.
23. Since, the complainant had already exercised his rights to withdraw from the project and demanded refund on 27.05.2022, subsequent reminder to accept possession for fit out dated 13.01.2023 issued by respondent holds no good, especially when even on 13.01.2013, respondent was still not been issued occupation certificate for the unit in question by the Competent Authority.
24. Respondent in its reply has also averred that complainants have defaulted in making timely payments despite been sent numerous reminder letters. Perusal of receipts reveals that complainants had paid Rs. 41,79,332/- which is more than basic sale price of Rs.30,87,885/-. Therefore, the



avermment of respondent that complainant defaulted in making timely payments for falls flat.

25. Authority observe that due to default on part of respondent to handover possession of the plot even after 12 years, complainants does not wish to continue with the project demands refund of the amount paid along with interest. As per Section 18(1) of the RERA Act, 2016 complainants are at liberty to exercise their right to withdraw from the project on account of default on part of respondent to deliver possession and seek refund of the paid amount along-with interest. With regard to rights of an allottee to seek refund reference has been made to judgement of 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(s). 6745 6749 OF 2021 wherein it has been observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right to seek refund of amount paid to the promoter along with interest. Para 25 of this judgment 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 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 aforesaid decision of the Supreme Court settles the issue regarding the right of an aggrieved allottees such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainants wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainants. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of HIRERA Rules, 2017 provides for prescribed rate of interest which is as under: 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;

[Signature]
Attorney

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"

26. 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., 05.08.2025 is 8.90%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.9%.

27. Hence, respondent will be liable to pay the complainant interest from the date amounts were paid till the actual realization of the amount. Authority directs respondent to refund to the complainant the paid amount of Rs. 41,79,332.030/- 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 10.9 % (8.90% + 2.00%) from the date amounts were paid till the actual realization of the amount. As per calculations made by the Accounts Branch, Authority has got calculated the total amount along with interest calculated at the

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rate of 10.9% till the date of this order and total amount works out to Rs. 93,23,390.03/- as per detail given in the table below:

Sr. no	Principal amount	Date of payment	Interest accrued till 05.08.2025
1.	300000	26.10.2010	483602
2.	386312	27.01.2011	612008
3.	17673	27.01.2011	27998
4.	274525	03.05.2011	427041
5.	342635	27.01.2012	505466
6.	8438	12.06.2012	12103
7.	103.03	11.10.2012	144
8.	283010	11.07.2013	372628
9.	141505	13.01.2014	178454
10.	141505	07.04.2014	174904
11.	141510	20.10.2014	166628
12.	141510	05.12.2014	164684
13.	141500	22.12.2014	163954
14.	141500	20.01.2015	162728
15.	351410	23.02.2015	400562
16.	142300	08.12.2015	149965
17.	182613	03.06.2016	182743
18.	143440	17.12.2016	135103
19.	20893	27.03.2017	19055
20.	243940	11.06.2018	190351
21.	300000	09.07.2018	231588
22.	50000	10.07.2018	38583
23.	141500	01.03.2014	176462



24.	141510	04.10.2014	167304
	Total Principle amount = Rs. 41,79,332.030/-		Interest=Rs. 51,44,058/-
Total amount to be refunded by respondent to complainants= Rs.93,23,390.03/-			

28. Complainants are also seeking compensation of Rs.10,00,000/- for mental agony, harassment and cost of the present complaint in favour of complainants. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "**M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.**" has held that an allottees is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of compensation.




H. DIRECTIONS OF THE AUTHORITY

29. Hence, the Authority hereby passes this order and issues 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 of **Rs. 93,23,390.03/-** to the complainants. Interest shall be paid up till the time period provided under Section 2(z) of RERA Act, 2016.
- (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.

30. Captioned complaint is accordingly **Disposed of.** File be consigned to record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]