

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

Complaint no. :	5025 of 2023
Date of filing of complaint:	03.11.2023
Date of Order:	24.04.2025

M/s AAA Jewels LLP through its Designated
Partner

Complainant

Regd. Office at: M-33, First Floor Back
Portions, Part 1, Greater Kailash, New Delhi-
110048

Versus

M/s Manglam Multiplex Private Limited
Regd. Office at: F-22, LGF, Sushant
Shopping Arcade, Sushant Lok Phase-1,
Gurugram-122002

Respondent

CORAM:

Shri Vijay Kumar Goyal

Member

APPEARANCE:

Sh. Rishi Kapoor (Advocate)

Complainant

Ms. Shriya Takkar and Ms. Smriti Srivastava
(Advocates)

Respondent

ORDER

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

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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 and location of the project	"M3M 65 th Avenue", Sector 65, Gurugram
2.	Nature of the project	Commercial
3.	Project area	14.4125 acres
4.	DTCP license no.	15 of 2017 dated 02.05.2017 valid up to 01.05.2025
5.	Name of licensee	Manglam Multiplex Pvt. Ltd.
6.	RERA Registered/ not registered	01 of 2017 dated 14.06.2017 (Issued for part of the project by the Interim RERA) 32 of 2023 dated 02.02.2023 valid up to 01.05.2024 (for whole project)
7.	Unit no.	R8 LG 05, Lower Ground Floor & Block-8 (As per page no. 95 of the reply)
8.	Unit area admeasuring	1068.57 sq. ft. (Super area) & 543.35 sq. ft. (Carpet Area) (As per page no. 95 of the reply)
9.	Allotment letter	10.08.2018 (As per page no. 95 of the reply)
10.	Date of agreement for sale	Not on record
11.	Possession clause	7. POSSESSION OF THE UNIT 7.1 Schedule for possession of the said Unit: The promoter agrees and understands that timely delivery of possession of the unit along with the

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		<p>car parking space(s), if any, to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the act and Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</p> <p>(Taken from another complaint of the same project)</p>
12.	Due date of possession	<p>01.05.2024</p> <p>(As per RERA registration)</p>
13.	Total sale consideration	<p>Rs.3,23,34,522/-[Rs.2,88,70,108/- (Installment amount) plus Rs.34,64,414/-(Taxes)]</p> <p>(As per payment plan on page no. 99 of the reply)</p> <p>(Inadvertently mentioned as Rs.2,20,51,043/- in POD dated 24.04.2025)</p>
14.	Amount paid by the complainant	<p>Rs.1,26,00,000/-</p> <p>(As per receipt information on page no. 15 & 54 of the complaint)</p>
15.	Offer of possession	Not offered
16.	Demand letter	<p>05.10.2019</p> <p>(As per page no. 105 of the reply)</p>
17.	Reminder letter	<p>06.11.2019</p> <p>(As per page no. 107 of the reply)</p>
18.	Last and final opportunity to make payment	<p>03.01.2020 & 29.10.2020</p> <p>(As per page no. 108 & 109 of the reply)</p>
19.	Cancellation notice	<p>18.12.2020</p> <p>(As per page no. 110 of the reply)</p>
20.	Legal notice for recovery of losses/damages by the respondent	<p>29.06.2021</p> <p>(As per page no. 58 of the complaint)</p>
21.	Occupation Certificate	<p>30.09.2021</p> <p>(As per page no. 113 of the reply)</p>

B. Facts of the complaint:

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3. That the complainant has made following submissions:

- I. That the complainant is a partnership firm and is preferring the present complaint through its designated partner.
- II. That the respondent company through its employees and agents approached complainant and it was represented that the respondent company has cosmopolitan presence in India and is few of the conglomerates in the infrastructure Industry.
- III. That the respondent company has developed sound reputation in the infrastructure sector and has delivered various successful commercial projects. It was represented that the respondent company has been known for development and construction of world-class commercial complexes.
- IV. That on such false promises and putting forth a rosy picture by the representatives/officials of respondent company, the complainant got induced and trusted their words and decided to book a unit with total sale consideration of Rs.2,20,51,043/- in the respondent company's project 'M3M 65th Avenue' situated in Sector 65, Gurugram. An application for booking was made on 10.08.2018 *in lieu* of an amount of Rs.1,00,000/- paid to the respondent company.
- V. That pursuant to the booking a unit bearing no. R8 LG 05 was allotted to the complainant vide allotment letter dated 10.08.2018.
- VI. That the respondent company assured the complainant that a builder buyer's agreement would be executed within 7 days of the allotment, however till date no builder buyer's agreement has been executed between the parties.
- VII. That the respondent company raised a demand letter to the complainant, demanding part payment of the sale consideration and

the complainant, in *bona fide* manner and belief, made a payment of Rs.1,25,00,000/- towards the cost of said unit on 14.09.2018 and the same has been acknowledged by the respondent vide receipt dated 14.09.2018.

- VIII. That despite making payment of more than 30% of consideration amount, the respondent company neither executed BBA as promised nor provided physical possession of the unit, which is direct contravention of the provisions of the RERA.
- IX. That the respondent company arbitrarily and illegally issued a pre-cancellation notice dated 09.12.2019 and a letter dated 29.10.2020 demanding further payment or the said unit will be cancelled.
- X. That the respondent company in illegal manner issued a legal notice dated 29.06.2021 demanding an amount of Rs.55,32,513/- as losses/damages on the account of the breach of terms of the buyer's agreement and allotment letter.
- XI. That no construction work has been going in the said project and the project is on halt for years and when complainant asked for status of ground construction work no reply was given by the respondent company.
- XII. That the complainant most respectfully prays to this Hon'ble Authority to allow the present complaint and for directing the Respondent Company to refund the amount of Rs.1,25,00,000/- along with interest of 18% , as paid by the complainant towards the subject unit, along with interest on amount paid towards the consideration of said unit.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

- i. Direct the respondent to refund the entire amount collected by the respondent from the complainant towards consideration of the commercial unit along with interest @ 18% p.a. on the amount paid by the complainant.
- ii. Direct the respondent to pay litigation expenses to the tune of Rs.2,00,000/- to the complainant.
- iii. Direct the respondent to pay a sum of Rs.5,00,000/- towards mental harassment of the complainant to the complainant.

D. Reply by the respondent:

5. The respondent contested the complaint on the following grounds:

- I. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the complainant actually defaulted in payments of demands and failed to execute the buyer's agreement and is now seeking the complete modification of the terms and conditions of the understanding between the parties. It is submitted that the complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law, therefore, the complaint deserves to be dismissed at the very threshold.
- II. That the issues raised by the complainant cannot be addressed before the Hon'ble Authority and the subject matter cannot be adjudicated without going into the facts of the case which requires elaborate evidence to be led and which cannot be adjudicated upon under the summary jurisdiction of the Hon'ble Regulatory Authority. Thus, the complaint is thus liable to be dismissed on this ground alone.
- III. **The complainant is not entitled to any relief whatsoever:**



- a. That in due consideration of the commitments by the complainant to comply with the terms of the booking and make timely payments of demands, the respondent company allotted unit bearing no. R8 LG 05 in the said project admeasuring 543.35 sq. ft. carpet area for a total consideration of Rs.3,23,34,522/- plus other charges vide welcome and allotment letter dated 10.08.2018.
- b. That the respondent company vide cover letter dated 31.08.2018 sent three copies of the buyer's agreement and other related documents for due execution at the complainant's end. However, for the reasons best known to the complainant, the complainant failed to return the duly executed triplicate copies of the buyer's agreement and did not come forward for the registration process.
- c. That the complainant had earlier booked a unit in the project of associate company M/s. M3M India Pvt. Ltd. and paid an amount of Rs.1,25,00,000/-. Thereafter, the respondent vide letter dated 07.09.2018 requested for cancellation of the unit and transfer of funds to the unit in "M3M 65th Avenue" being developed by respondent. The respondent company being a customer-oriented company acceded to the request of the complainant and transferred the amount of Rs.1,25,00,000/- into the account of the complainant without any deductions.
- d. That the respondent company sent reminder vide reminder letter dated 12.06.2019 requesting the complainant to forward for the execution and the registration of the buyer's agreement, but to no avail.
- e. That thereafter, the respondent as per the payment plan opted by the complainant, raised the demand due on completion of retail structure vide letter dated 05.10.2019 and requested the

respondent to pay an amount of Rs.96,47,327/- on or before 24.10.2019. Since the complainant has failed to clear its outstanding dues and execute the buyer's agreement, the respondent issued a reminder vide reminder letter dated 06.11.2019 for payment of the above-mentioned amount immediately, to avoid further accrual of interest/penal consequences.

- f. That despite issuance of reminder letter, the complainant did not come forward to clear its outstanding dues, therefore the respondent company issued a pre-cancellation letter dated 09.12.2019 to the complainant finally calling upon the complainant to make payment of the outstanding dues, failing which the allotment/booking shall be cancelled/terminated.
- g. That the complainant even after the issuance of the above-mentioned pre-cancellation letter failed to clear its dues and continued to breach the terms of the application form/allotment nor did it come forward to execute the buyer's agreement. As a consequence of the same, the respondent issued a last and final opportunity letter dated 03.01.2020 requesting the complainant to come forward and remit the outstanding dues within 15 days from the date of this letter, failing which the allotment/booking shall be cancelled/terminated. Despite issuance of the last and final opportunity letter, the complainant failed to clear its dues and continued to breach the terms of the application form/allotment, therefore the respondent again issued a last and final opportunity letter dated 29.10.2020 calling upon the complainant to clear the overdue payments along with applicable interest dues within 7 days of the issuance of this letter.

- h. That the complainant even after the issuance of the above-mentioned pre-cancellation and last and final opportunity letters failed to clear their dues and continue to breach the terms of the application form/allotment nor did it come forward to execute the buyer's agreement. As a consequence of the same, the respondent was constrained to cancel the allotment of the complainant vide cancellation letter dated 18.12.2020 and forfeit the amount deposited as per the terms of the application form/allotment.
- i. That the respondent was constrained to cancel/terminate the unit as per the application form/allotment on account of non-payment/failure of pending amounts as per the payment plan opted by the complainant and failure to execute the buyer's agreement. It is submitted that the respondent is incurring losses/damages on account of the breach of the terms of the application form/allotment by the complainant, which the complainant is liable to pay to the respondent as per the terms of the allotment. Thus, the total loss calculated comes to Rs.1,21,69,133/- which includes, opportunity cost to the tune of Rs.54,06,672/-, earnest money deduction @10% to the tune of Rs.32,33,452/-, taxes to the tune of Rs.23,62,612/- and further a sum of Rs.11,66,397/- was the interest payable by the complainant for the delayed payments.
- j. That the respondent has fulfilled its contractual obligations under the application form/allotment however, despite that the complainant has failed to clear its outstanding dues. The complainant is in default of its contractual obligations and is raising these frivolous issues in order to escape its liability cast upon it by

the virtue of the terms of application form/allotment. Therefore, the complainant is not entitled to any relief whatsoever.

- k. That in furtherance of the cancellation of the subject unit, the respondent issued a legal notice dated 29.06.2021 to the complainant for recovery of losses/damages of Rs.55,32,513/- on account of breach of the terms of application form/allotment which is already annexed with the complaint.
- l. That the respondent has refunded the amount of Rs.93,66,548/- to complainant vide bank transfer on 27.02.2024 post deduction of earnest money in accordance with terms of the application form/allotment. Thus, the present complaint is liable to be dismissed at the very threshold.

IV. The complaint is barred by limitation and deserves to be dismissed:

- a. That the cause of action if any, against the respondent arose on or when the allotment of the complainant was cancelled on 18.12.2020 on account of defaults in making payments and non-execution of buyer's agreement. The complainant has approached the Hon'ble Authority after a lapse of more than four years since the cause of action and is now seeing to reap benefits of its own defaults.
- b. That the present complaint is barred by the law of limitation as the alleged cause of action arose in December, 2020 when the complainant was issued cancellation letter. It is submitted that the complainant cannot be benefitted after a lapse of more than three years as there is no just or reasonable ground for the delay in filing the complaint by the complainant.

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- c. That the present complaint has been filed by the complainant after a period of more than 3 years i.e., in 2023 and the same is barred by limitation. It is well settled that the correspondences, representations and legal notice do not extend the time of limitation. Thus, the present complaint is time barred. The complainant is thus estopped and barred from raising any objections or contentions with respect to the termination notice issued to the complainant and against the amounts forfeited.

V. The project was completed much before the agreed time limit:

- a. 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. The respondent despite adverse circumstances like NGT orders, COVID-19 pandemic completed the construction of the project. The occupation certificate was granted by the competent Authority on 30.09.2021 after due verification and inspection. Thus, no case under Section 18 of Act of 2016 is made out and the complaint merits dismissal.

6. 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 submission made by the parties.

E. Jurisdiction of the authority:

7. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial



as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

E.II Subject matter jurisdiction

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)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

8. 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 complainant at a later stage.

F. Findings on objections raised by the respondent:

F.I Objection regarding the complaint barred by Limitation Act, 1963.

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9. The respondent has raised the contention that the cancellation of the unit was done way back on 18.12.2020, so the period of limitation of 3 years comes to an end on 18.12.2023. Although the period of limitation does not apply on the Act on 2016 but the complaint has been filed before the expiry of limitation period of 3 years. Moreover, the period from 15.03.2020 to 28.02.2022 was quoted as zero period vide order dated 10.01.2022 of the Hon'ble Apex Court in M.A. No. 21 of 2022 of suo-moto writ petition Civil No. 3 of 2020. And the complaint is within limitation after computing the said zero period allowed by the Hon'ble Supreme Court of India. Thus, the contention of promoter that the complaint is time barred by provisos of Limitation Act stands rejected.

G. Findings on relief sought by the complainant:

- G.I Direct the respondent to refund the entire amount collected by the respondent from the complainant towards consideration of the commercial unit along with interest @ 18% p.a. on the amount paid by the complainant.**
10. The complainant was allotted a unit vide allotment letter dated 10.08.2018 in the project of respondent namely "M3M 65th Avenue" in Sector-65, Gurugram for a total sale consideration of Rs.3,23,34,522/- (inclusive of GST). Though no buyer's agreement was executed between the parties and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.1,26,00,000/-.
11. The counsel for the complainant vide proceedings of the day dated 24.04.2025 stated that the 30% of the sale consideration i.e., Rs.1,26,00,000/- was taken by the respondent without execution of the buyer's agreement and hence the complainant is seeking refund of the paid-up amount along with interest. The counsel for the respondent has clarified during the proceedings that the afore-mentioned amount is a



transfer/adjustment on the request of the complainant as per letter dated 07.09.2018 (At page no. 103 of the reply, Annexure R4).

12. The counsel for the respondent vide proceedings of the day dated 24.04.2025 mentioned that the unit was cancelled on account of non-payment after issuance of multiple reminders. She further stated that the occupation certificate of the unit of the complainant was obtained on 30.09.2021 and an amount of Rs.93,66,548/- was refunded to the complainant on 27.02.2024 after deduction of 10% amount and the same has been confirmed by the complainant vide its written submissions dated 09.05.2025. Now, the question arises whether the cancellation is valid or not?
13. The complainant has opted for instalment linked payment plan annexed with the allotment letter at page no. 99 of the reply. As per the opted payment plan, the complainant has to pay almost 70% of the total sale consideration on completion of the retail structure and rest amount is to be paid within 30 days of notice of possession subject to signing of builder buyer's agreement. The respondent in its reply mentioned that the respondent has sent a letter dated 31.08.2018 along with triplicate copy of buyer's agreement for execution the agreement but the complainant never sent back the signed copy of the buyer's agreement. Though the respondent has raised a demand letter dated 05.10.2019 for payment of outstanding dues and after that a reminder letter dated 06.11.2019 was issued by the respondent but the complainant never responded to the same. Thereafter, the respondent issued a last and final opportunity to make payment on 03.01.2020 as well as on 29.10.2020 before issuing the final cancellation notice of the unit on 18.12.2020. The complainant has paid only Rs.1,26,00,000/- which is 38% of the total sale consideration i.e., Rs.3,23,34,522/-.



14. Further, as per the possession clause taken from another complaint of the same project the respondent has to deliver the possession of the unit as per Rule 2(1)(f) of Rules, 2017. Therefore, as per RERA registration of the project, the completion date of project is 01.05.2024. Thus, the due date for possession of the unit comes to 01.05.2024.
15. In the present complaint, the complainant has failed to make the payments as per the opted payment plan and the respondent has obtained the occupation certificate way back on 30.09.2021 i.e., prior to the due date of possession i.e., 01.05.2024. In view of the afore-mentioned facts, the cancellation of the unit dated 18.12.2020 stands valid.
16. Now when the complainant approached the Authority to seek refund, it is observed that under clause 11(i) of the allotment letter dated 10.08.2018, the respondent-builder is entitled to forfeit the 10% of the total sale consideration. The relevant portion of the clause is reproduced herein below:

"In the event the allottee fails or neglects to comply with any of his obligations under the application form/allotment letter, including (but not limited to) making payment of all due amounts as per schedule of payments stated in 'Annexure A' hereto (and interest thereon, if any) or seeks to withdraw or cancel the allotment/agreement for sale/agreement to sell in respect of the unit, the allottee shall be deemed to be in default and the company shall be entitled to forfeit the booking amount paid for the allotment (i.e., earnest money being 10% of the total consideration) and interest component on delayed payment (payable by the allottee for breach and non-payment of any due payable by the company)....."

17. The issue with regard to deduction of earnest money on cancellation of a contract arose 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 a 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 framed 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 this 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."

18. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, the respondent/builder can't retain more than 10% of sale consideration as earnest money on surrender by the complainant-allottee or cancellation by the builder but that was not done. So, the respondent is directed to refund the amount received from the complainant i.e., Rs.1,26,00,000/- after deducting 10% of the basic sale consideration and also the amount of Rs.93,66,548/- which has

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already been refunded to the complainant, along with interest at the rate of 11.10% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) on such balance amount as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of cancellation i.e., 18.12.2020 till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

G.II Direct the respondent to pay litigation expenses to the tune of Rs.2,20,000/- to the complainant.

G.III Direct the respondent to pay litigation expenses to the tune of Rs.2,00,000/- to the complainant.

G.IV Direct the respondent to pay a sum of Rs.5,00,000/- towards mental harassment of the complainant to the complainant.

19. The complainant is seeking relief w.r.t. compensation in the above-mentioned reliefs. The Hon'ble Supreme Court of India in *civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the 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.

H. Directions of the Authority:

20. 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:



- i) The respondent/promoter is directed to refund the amount i.e., **Rs.1,26,00,000/-** received by him from the complainant after deduction of 10% of basic sale consideration of Rs.2,88,70,108/- as earnest money and the amount of Rs.93,66,748/- which has already been refunded to the complainant along with interest at the rate of 11.10% p.a. on such balance amount as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of cancellation i.e., 18.12.2020 till the actual date of refund 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.

21. Complaint stands disposed of.

22. File be consigned to the registry.


(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.04.2025