

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

Complaint no. :	304 of 2023
Complaint received on:	30.01.2023
Order pronounced on:	22.05.2025

1. Dapinder Pal Singh**2. Randeep Kaur**

Both R/o: H.No. 376, Phase 2, Mohali, Punjab

Complainants**Versus****DSS Buildtech Pvt. Ltd**Regd. office: 506, 5th Floor, Time Square Building, B-Block,
Shushant Lok, Phase 1, Gurugram, Haryana**Respondent****CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Shri Arun Kumar Khatana (Advocate)

Shri Harshit Batra (Advocate)

**Complainants
Respondent****ORDER**

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter-se them.

A. Unit and Project-related details:

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

Sr. No.	Particulars	Details
1.	Name of the project	"The Melia", Sector-35, Gurugram
2.	Total area of project	17.418754 acres
3.	Nature of the project	Group housing complex
4.	DTCP license no.	77 of 2013 dated 09.08.2013 valid up to 09.08.2024
5.	Name of licensee	Smt. Aarti Khandelwal W/o Parmil Khandelwal, Smt. Rukmani Devi W/o Somnath Ahuja & 2 others.
6.	Registered/not registered	Registered vide no. 288 of 2017 dated 10.10.2017 Valid up to 25.10.2021
7.	Unit no.	D-061, 6 th floor, [pg. 26 of complaint]
8.	Area of the unit	1350 sq. ft. [pg. 26 of complaint]
9.	Date of allotment letter	07.07.2015 [Page no. 26 of the complaint]
10.	Date of execution of BBA	Annexed but not executed
11.	Possession clause of draft agreement	14.1 <i>Subject to the terms hereof and to the Buyer having complied with all terms and conditions of this Agreement, the company proposes to hand over possession of the Apartment within a period of 48 months from the date of receiving the last of Approvals required for commencement of construction of the Project</i>

		<p><i>from the Competent Authority and or the date of signing the agreement whichever is later and to this period to be added for the time taken in getting Fire Approvals required before handing over the possession of the Apartment or for such other requirements/conditions as may be directed by the DGTCP. The resultant period will be called as "Commitment Period". However, this Committed Period will automatically stand extended by for a grace period of 180 days for issuing the Possession Notice and completing other required formalities ("Due Date of Possession").</i></p> <p>(Note: As per possession clause mentioned in BBA of similar cases of the said project wherein BBA was duly executed between the parties)</p>
12.	Date of Commencement Construction	<p>01.02.2016</p> <p>(Stated by the counsel for the respondent vide proceedings dated 16.05.2024)</p>
13.	Due date of possession	<p>01.08.2020</p> <p>(Note: Calculated from date of commencement of construction as per possession clause + grace period of 180 days is allowed unconditionally.)</p>
14.	Basic sale consideration	<p>Rs.77,99,850/-</p> <p>(As per SOA at page no. 85 of the reply)</p>
15.	Total amount paid by the complainants	<p>Rs.23,89,333/-</p> <p>(As per SOA at page no. 85 of the reply)</p>
16.	Occupation certificate	<p>Applied on 17.08.2023</p> <p>(Page no. 92 of the reply)</p>
17.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions in their complaint:

- a. The respondent flouted a project namely "THE MELIA" at Sector-35, Sohna, Gurugram, Haryana and after going through the proposal being given by agent of the respondent, the complainants purchased a flat in the said project "THE MELIA" being developed & constructed by the respondent.
- b. Believing upon the assurances and promises made by the agent/ representative of the respondent, the complainants booked a flat bearing no. D-601 ad-measuring 1350 sq. ft. super area against a total consideration of Rs. 76,64,850/- on 22/08/2013.
- c. The complainants paid the different amount as per the demand and requirements of the respondent. In this way, the complainants paid a total sum of Rs 23,69,958/- to the respondent as per its demands raised by the respondent.
- d. At the time of receiving the above said amount from complainants, the officials of the respondent duly assured the complainants that the respondent would deliver the physical possession of the above mentioned flat by 08/09/2019.
- e. The project was construction linked and timely delivery of the project was the essence and decisive factor for the complainants at the time of booking the unit in the project.
- f. The respondent has miserably failed to handover the physical possession of the flat as agreed by the respondent within in a stipulated time period from the date of booking. The respondent did not adjust the penalty charges for the delayed possession for the commercial unit as per agreed terms & conditions.



- g. The complainants visited to the respondent and requested to resolve the matter but the representative/ officials of the respondent did not give any satisfactory reply. The complainants are running pillar to post in order to get his unit but till date the respondent neither deliver the unit to the complainants nor returned the amount that was deposited by the complainants.
- h. Due to above said illegal and unjust acts on the part of respondent, the complainants are forced to suffer a huge economic loss, mental pain and agony despite continuous harassment. The respondent knowingly, intentionally with ulterior motives and malafide intentions did not construct and handover the physical possession of the flat. It is categorical, default and deficiency in service on part of respondent & clear attempt to cause huge loss with wilful default.
- i. The possession period has expired but till date the physical possession of the above said flat which was booked by the complainants, is not handed over to the complainants.
- j. On 20.07.2017 a complaint against the above noted grievance was filed before the state consumer disputes Redressal Commission, Panchkula, Haryana but the same is dismissed on 06.09.2017 as complaint is premature.
- k. In the view of the delay in giving possession to the complainants; complainants seek the relief of refund of the entire amount paid to the respondent along with interest @ 24% (or as per HRERA) compound interest per annum from the date of deposit till the realization of the amount and towards mental harassment and agony caused by the respondent.

C. Relief sought by the complainants:

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

- a. Direct the respondent to refund the total amount of Rs. 23,69,958/- paid by the complainants to the respondent in respect of unit along with interest as per HRERA compound interest per annum from the date of deposit till the realization of the amount.
 - b. Direct the respondent to pay towards mental harassment and agony caused along with litigation charges Rs. 5,00,000/- and inflammation charges.
 - c. Any other relief which this Hon'ble Authority deems fit and just.
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) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent contested the complaint on the following grounds:-
- a. The obligation to approach this Hon'ble Authority with clean hands is an absolute obligation. The complainants have attempted to pollute the stream of justice, and touched the pure foundation of justice with tainted hands and therefore, are not entitled to any relief, interim or final. It becomes pertinent to mention here that a court does not sit simply as an umpire in a contest between the parties and declare at the end of the combat as to who won and who lost but has a legal duty of its own, independent of parties, to take active part in proceeding and reach at the truth, which is the foundation of administration of justice. Therefore, the truth should become the ideal to inspire the courts to pursue. Moreover, it is the bounden duty of this Hon'ble Authority to ensure that dishonesty and any attempt to surpass the legal process must be effectively curbed and the Authority must ensure that there is no wrongful, unauthorized or unjust gain to anyone as a result of abuse of the

process of the law. One way to curb the tendency is to impose realistic or punitive costs.

- b. The complainants have approached the respondent and submitted an application dated 15.11.2013 for booking of a 2 BHK apartment admeasuring 1350 sq. ft. at the basic sale price of Rs. 4750/- per sq. ft. plus other statutory charges and taxes, as applicable, for the total sale consideration of Rs. 77,99,850/- (exclusive of taxes and other charges) and paid a sum of Rs. 6,00,000/- as booking amount. The complainants have agreed and signed the payment plan for payment of instalments dues as per construction linked plan.
- c. The respondent obtained the sanction of building plan (BR-III) on 21.04.2015. It is pertinent to mention that clause 3 of the sanctioned plan stipulates that the developer shall obtain clearance/NOC from the Fire Department, Gurugram before starting the construction/execution of development works at site. Furthermore clause 17 (iv) of the sanctioned building plan stipulated that the developer shall obtain an NOC from the Ministry of Environment & Forests as per provisions of the notification no. S.O. 1533 9EI dated 14.09.2006 before starting the construction/execution of development works at site.
- d. Vide allotment letter dated 07.07.2015, a residential unit bearing No. D-601 situated on the sixth floor of tower-D, was allotted to the complainants in the above said project.
- e. The fire clearance/NOC was obtained by company on 09.02.2016 and the same was submitted to DTCP Haryana. It is pertinent to mention that section 15 of the Haryana Fire Safety Act, 2009 makes it mandatory for a builder/developer to obtain the approval of the Fire Fighting Scheme conforming to the National Building Code of India and obtain a No Objection Certificate (NOC) before commencement of construction.

- f. On 20.09.2016 respondent received the Environmental Clearance from State Environment Impact Assessment Authority (SEIAA). It is pertinent to mention that clause 1 of the Environment Clearance stipulate that the developer has to obtain "Consent to Establish" from the Haryana State Pollution Control Board under Air and Water Act, and a copy shall be submitted to the SEIAA before the start of any construction works at site.
- g. It is humbly submitted that on 20.04.2017, the respondent herein sent 2 copies of apartment buyers' agreement to the complainants for its execution however the complainants failed to execute the same for the reasons best known to them. Thereafter, on 13.10.2021 the respondent sent a reminder letter to the complainants and requested for the execution of the said agreement however till date the same has never been executed by the complainants.
- h. The said project of the respondent is duly registered under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 vide HRERA Registration No. 288 of 2017 dated 10.10.2017.
- i. As per clause 14.1 of the buyer's agreement, possession of the said unit was to be handed over to the allottee within a period of 4 years from the date of receiving the last of approvals required for commencement of construction of the project from the competent authority and or the date of signing the agreement whichever is later. The last approval required for commencement of construction of Project which is the consent to establish was obtained from Haryana State Pollution Control Board on 12.11.2016. Therefore, the period of 48 months and grace period should be calculated from 12.11.2016.

- j. That it was not only on account of following reasons which led to the push in the proposed possession of the project but because of other several factors also as stated below for delay in the project:

Dated	Authority	Order	Days
16.11.2021-21.11.2021	CAQM Direction	All the construction activity in the entire NCR to remain closed	06 days
24.11.2021-20.12.2021	Supreme Court Writ Petition (C) No. 1135/2020 r/w CAQM Direction	Ban imposed by Supreme Court on construction activities	26 days
23.03.2020 to 19.04.2020	Ministry of Home Affairs	Ban imposed by MHA due to covid 19 pandemic	27 days
01.01.2020 to 10.02.2020	Newspaper Report	Ban imposed by on construction activities	40 days
04.11.2019 to 16.12.2019	Supreme court in CWP No. 13029/1985	All the construction activity in the entire NCR to remain closed	42 days
01.11.2018 to 10.11.2018	EPCA	All the construction activity in the entire NCR to remain closed	10 days
24.12.2018 to 26.12.2018	Environment pollution control authority	Construction activities in Delhi, Gurugram, Ghaziabad and Noida to remain closed till 26.12.2018	03 days
09.11.2017 to 17.11.2017	OA 21/2014 NGT	All the construction (Structural) activity in the entire NCR is hereby prohibited till the next date of hearing	09 days
Total no's of days			163 Days

- k. Further, Haryana Real Estate Regulatory Authority, Gurugram vide notification dated 26.05.2020 had given extension of 180 days under force majeure keeping in view of the covid - 19 pandemic situation in the country. Therefore, by purview of clause 14.1,14.2.1 of the apartment buyer's agreement the date of handing over the possession of the said unit shall be 48 months from 12.11.2016+180 days grace period+163 days due

to force majeure clause+180 covid – 19 pandemic. Therefore, the due date of possession comes out to be 12.04.2022.

- l. Also, clause 14.2.4 of the Agreement provides that in case the complainants defaults/delays in making any payment to the respondent herein, then the date of handing over of the possession to the complainant shall be extended accordingly. It is to be noted that the complainants herein have delayed the payment of outstanding installments since March 2016.
- m. The complainants have agreed under the payment plan as mentioned in the application form dated 15.11.2013 to pay installments on time and discharge their statutory obligations. However, the complainants have failed to make payments of their respective installments as demanded by the respondent, from time to time i.e., on 09.06.2017 & 15.05.2017 which is in contravention to the terms and conditions as enumerated in the application form. Thereafter on 15.02.2023, the respondent again sent a payment request letter and asked the complainants to clear the outstanding payment of Rs. 55,74,694/- however the same was of no avail.
- n. The complainants herein are under the obligation and responsibility to make necessary payments in the manner and within the time as and when demanded by the respondent in accordance with the payment plan. However, till date the complainants have only paid an amount of Rs. 23,89,333/- out of the total sale consideration of Rs. 77,99,850/-.
- o. The principle of refusal of equitable reliefs to those who approach the court with unclean hands has been affirmed in numerous judgments. It is a settled position that those who seek equitable remedies must also demonstrate a commitment to fair and just conduct. Consequently, it is essential when a party seeks interim equitable relief from this Hon'ble Authority, they must fulfil their obligations. Moreover, it is well-established

12

in legal precedent that if an individual approaches the court with unclean hands, the court may dismiss their matter without adjudicating the merits.

p. The filing this present compliant is only an afterthought of the complainants, since they have stopped making payment in the year 2016 itself despite repeated reminders by the respondent. It is humbly submitted that it is evident from the conduct of the complainants that they have not approached this Hon'ble Authority with clean hands. That such conduct of the complainants of non-payment of instalment dues itself is a sufficient to warrant outright dismissal of the present complaint.

q. 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 those undisputed documents and submissions made by the parties.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the complainants-allottees.

E. Jurisdiction of the Authority:

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

E.1 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 the entire Gurugram District for all purposes 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

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the the allottee as per the 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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.

10. Hence, given 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.

F. Findings on the objections raised by the respondent:**F.1 Objections regarding Force Majeure.**

12. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by NGT, Demonetization, Haryana State Pollution Control Board, and other Authorities to curb the pollution in NCR, covid-19 etc. It further requested that the said period be excluded while calculating due date for handing over of possession. Further, in the instant complaint, as per clause 14.1 of agreement, the due date of handing over of possession was provided as 01.02.2020 including grace period of 6 months which is allowed being unconditional.



13. However, all the pleas advanced in this regard are devoid of merits. First of all, the possession of the unit in question was to be offered by 01.08.2020. Further, the time taken in governmental bans/guidelines cannot be attributed as reason for delay in project. Moreover, some of the events mentioned above are of routine in nature happening annually and are for very shorter period of time. The promoter is required to take the same into consideration while launching the project.
14. The respondent's invocation of the force majeure clause, citing the COVID-19 pandemic as a reason for non-performance, is without merit in this case. The contractual due date for possession was stipulated as 01.02.2020. This deadline occurred well before the imposition of the nationwide lockdown on 20.03.2020, which was a direct response to the pandemic. Therefore, the circumstances cited by the respondent as force majeure did not affect their ability to fulfill the contractual obligation by the specified due date. As such, the plea based on the alleged impact of the pandemic is not tenable and is hereby rejected. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong and the objection of the respondent that the project was delayed due to circumstances being force majeure stands rejected.

G. Findings on relief sought by the complainants:

G.I Direct the respondent to refund the amount received by the promoter in respect of the allotted unit with interest at the prescribed rate.

15. The complainants were allotted a unit in the project of respondent "The Melia" in at sector 35, Gurgaon vide allotment letter dated 07.07.2015 for a total sum of Rs.77,99,850/- and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs. 23,89,333/-. The



complainants intend to withdraw from the project and are seeking refund of the paid-up amount.

16. It is noted that the complainant had earlier instituted Consumer Complaint No. 442 of 2017 before the State Consumer Disputes Redressal Commission (SCDRC), Panchkula on 20.07.2017, seeking refund of the amount paid. The said complaint was dismissed on 06.09.2017 on the ground that it was premature and, therefore, not maintainable at that stage. Subsequently, the complainant approached the Authority on 30.01.2023 seeking refund on account of alleged default by the promoter.
17. The Authority is of the considered view that in the present matter, the earlier complaint filed before the Hon'ble State Consumer Disputes Redressal Commission (SCDRC) was dismissed on the ground of being premature; however, the said forum granted the complainant liberty to file a fresh complaint at an appropriate stage. At the time of approaching the SCDRC, the stipulated date for handing over possession had not yet lapsed, and the complainant's intent was to withdraw from the project prior to due date of possession as already determined in similar cases of above project wherein buyer agreement was executed. Furthermore, it is noted that no buyer's agreement was executed between the parties. Accordingly, the present complaint before this Authority is maintainable and not barred under law.
18. It is further observed that the complainant was prompt in approaching the SCDRC seeking refund of the amount paid, even prior to the stipulated date of possession. However, despite such initial promptness, no justification has been provided for the inordinate delay of nearly three years in approaching the Authority after the due date of possession had actually lapsed.
19. Based on the facts and documents available on record, the Authority concludes that the allottee is entitled to a refund of the amount deposited, subject to permissible deductions as per the applicable RERA Regulations.



The section 19 (6) of the Act, obligates the allottee to make payment as per payment schedule failing which the unit is liable to be cancelled along with forfeiture of earnest money. In present case although the cancellation is ineffective as the complainants are seeking refund of deposited amount before the due date of completion of unit.

20. Now when the complainants approached the Authority to seek refund, 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 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:

AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer.

21. **Admissibility of refund at prescribed rate of interest:** The complainants is seeking refund of amount at the prescribed rate of interest on the amount already paid by them. However, allottees intends to withdraw from the project and is seeking refund of the amount paid by him in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been reproduced 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.

The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rule, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 22.05.2025

is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

23. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default.
24. 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 cancellation. So, the respondent/builder is liable to refund the amount received from the complainant i.e., Rs. 23,89,333/- after deducting 10% of the sale consideration and return the remaining amount 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%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, from the date of filing of complaint (30.01.2023) till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

H. Directions issued by the Authority:

25. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:
1. The respondent is directed to refund the paid-up amount of Rs. 23,89,333/- after deducting the earnest money which shall not exceed the 10% of the sale consideration of Rs. 77,99,850/- along with prescribed

RA

rate of interest @ 11.10% p.a. on such balance amount from the date of filing of complaint i.e., 30.01.2023 till the actual date of realization.

- II. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.

26. Complaint stands disposed of.

File be consigned to the Registry.

Dated: 22.05.2025



HARERA
GURUGRAM

V.I. [Signature]
(Vijay Kumar Goyal)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram