

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

Complaint no.:	513 of 2024
Date of filing of complaint:	12.02.2024
First date of hearing:	04.04.2024
Date of order:	22.05.2025

1. Jatinder Pal Chugh

2. Jyoti Chugh

Both R/o: 198/9, Ramesh Market Garhi,
East of Kailash, South Delhi-110065**Complainants**

Versus

Elan Buildcon Pvt. Ltd.

Regd. Office at: L-1/1100, First floor,
Street No. 25, Sangam Vihar, New Delhi-
110062**Corporate Office at:** 3rd floor, Golf View
Corporate tower, Golf Course Road,
Sector-42, Gurugram-122001**Respondent****CORAM:**

Shri Vijay Kumar Goyal

Member**APPEARANCE:**

Sh. Rajan Kumar Hans (Advocate)

Sh. Ishaan Dang (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 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 complainants, 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	"Elan Town Centre", Sector 67, Gurugram
2.	Nature of the project	Commercial
3.	Project area	2 acres
4.	DTCP license no.	84 of 2012 dated 28.08.2012 valid up to 27.08.2024
5.	Name of licensee	Khanna Developers Pvt. Ltd. and 2 others
6.	RERA Registered/ not registered	23 of 2018 dated 02.02.2018 valid up to 01.02.2022
7.	Unit no.	FF-0101-C, First Floor (As per page no. 25 of the complaint)
8.	Unit area	428 sq. ft. (Super area) (As per page no. 25 of the complaint)
9.	Revised unit area	238 sq. ft. (Super area) (As per page no. 57 of the complaint) (Note: Area was revised to 238 sq. ft. from originally allotted area of 428 sq. ft.)
10.	Provisional allotment letter	31.10.2019 (As per page no. 37 of the reply)
11.	Date of execution of builder buyer's agreement	18.02.2021 (As per page no. 22 of the complaint)
12.	Possession clause	11 (a) Schedule for possession of the said Unit: <i>The developer based on its project planning and estimates and subject to all just exceptions endeavours to complete construction of the said building/said unit within a period of 36 months from the date of this agreement with an extension of</i>

		<p><i>further twelve (12) months unless there shall be delay or failure due to govt. department delay or due to any circumstances beyond the power and control of the developer or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total consideration and other charges and dues/payments mentioned in this agreement or any failure on the part of the allottee(s) to abide by all or any of the terms and conditions of this agreement.....</i></p> <p>(As per page no. 36 of the complaint)</p>
13.	Due date of possession	<p>18.02.2025</p> <p>(Note: Due date to be calculated 36 months from the date of execution of BBA i.e., 18.02.2021 plus grace period of 12 months)</p>
14.	Total sale consideration for unit admeasuring 428 sq. ft.	<p>Rs.45,02,025/-</p> <p>(As per payment plan on page no. 53 of the complaint)</p>
15.	Revised total sale consideration for unit admeasuring 238 sq. ft.	<p>Rs.25,03,462/-</p> <p>(As per SOA on page no. 163 of the reply)</p>
16.	Amount paid by the complainants	<p>Rs.30,15,705/- (including stamp duty charges of Rs.1,42,000/- and registration charges of Rs.12,503/-)</p> <p>(As per cheques placed on record by the complainants on page no. 60-67 and 71-72 of the complaint)</p>
17.	Offer of possession for fit-outs	<p>18.09.2020</p> <p>(As per page no. 57 of the complaint)</p>
18.	Occupation Certificate	<p>09.03.2021</p> <p>(As per page no. 92 of the reply)</p>
19.	Conveyance deed	<p>Annexed but not executed</p>
20.	Lease deed with M/s Castle BBQ LLP for 9 years	<p>Executed on 15.12.2023</p> <p>(As per page no. 118 of the reply)</p> <p>Registered with sub-registrar Badshahpur on 24.01.2024</p> <p>(As per page no. 117 of the reply)</p>

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:
- I. That both the complainants Jatinder Pal Chugh and Jyoti Chugh are permanent resident of House No. 198/9, Ramesh Market Garhi, East of Kailash, South Delhi- 110065.
 - II. That the respondent, Elan Buildcon Pvt. Ltd. (through its Managing Director/ Director/ Authorised Representative), is a company incorporated under the Companies Act, 1956 having its Registered office at: L-1/1100, First Floor Street No 25, Sangam Vihar New Delhi 110062.
 - III. That the project in question is known as "Elan Town Centre", located in Sector-67, District Gurugram, Haryana promoted by the respondent.
 - IV. That the unit in question is unit no. FF-0101-C, First Floor, admeasuring super area of 238 sq. ft.
 - V. That the complainants got to know about the project from the sales representative of the company, who informed the complainants that the location was excellent. This local representative of the developer allured the complainants with specifications of the project and made tall claims about the ethics of the respondent.
 - VI. That on 25.10.2019, the complainants paid an booking amount of Rs.1,50,000/- as the booking amount for the unit, i.e., FF-0101-C .
 - VII. That on 18.02.2021, a pre-printed one-sided, arbitrary and unilateral flat buyer's agreement for allotted unit/ flat no. FF-0101-C admeasuring super area of 428 sq. ft. was executed between respondent and the complainants which was later reduced to 238 sq. ft. That as per clause 11(a), the respondent had to complete the

construction of the unit and handover the possession within 36 months from the date of this agreement.

- VIII. That as per the cost sheet annexed with the buyer's agreement, originally the cost of the unit was Rs.45,02,025/-. That on date 08.09.2020, the respondent provided a letter offering possession for fit-outs to the complainants. In this communication, the area was adjusted from 428 sq. ft. to 238 sq. ft. resulting in a revised total cost of the unit i.e., Rs.25,03,284/-.
- IX. That on various demands of the respondent, till date the complainants have paid an amount of Rs.27,91,745/- which is more than 100% sale consideration. That the complainants were also paying the regular maintenance charges for the said unit.
- X. That the respondent vide email dated 20.01.2023 stated that the above-mentioned unit was being leased to "CASTLE BBQ LLP" and requested permission to lease the unit.
- XI. That the complainants consented to the CAPEX amount of Rs.1,100/- per sq. ft. and the brokerage rent of Rs.60/- per sq. ft. solely in an email dated 15.03.2023, without agreeing to the remaining conditions. They have asked the respondent to furnish specific details regarding the rent calculation, the precise commencement date of the rent's applicability, and a draft of the rent agreement encompassing all the aforementioned terms.
- XII. That after the respondent received the occupation certificate, the complainants requested to execute the conveyance deed, for which the complainants also paid the stamp duty amounting to Rs.1,42,000/- and Rs.12,503/- as Government fees but the respondent refused to execute the conveyance deed stating that it

would only be executed once the complainants agree to the unilateral terms of lease agreement.

- XIII. That the complainants indicated in an email dated 22.08.2023 that there was still a conflict with the rent computation and lease start date and no communication was received from the respondent regarding the same.
- XIV. That the complainants expressed dissatisfaction through emails, explicitly stating their refusal to accept the terms and conditions outlined in the email for the rented shop, but the respondent leased out the above-mentioned unit to the "CASTLE BBQ LLP" without the complainants prior authorization and that the said firm has been functioning at the said unit.
- XV. That the other grievance of the complainants in the present complaint from respondent / builder is that the respondent is not providing the peaceful , actual , vacant and physical possession of the unit as the respondent has unilaterally leased the said unit without the complainants appropriate approval and that the said unit is being managed by the lessee.
- XVI. That the main grievance of the complainants in the present complaint is that the respondent is not executing the conveyance deed despite the fact that the complainants has paid all of his dues, as well as the stamp duty and other registration charges, and has signed all of the necessary documents required for the conveyance deed's execution.
- XVII. That for the first time cause of action for the present complaint arose on 25.10.2019 when booking amount was paid by the complainants. Further the cause of action again arose on 18.02.2021 when the builder buyer's agreement was executed between the complaint and the respondent. That the cause of action again arose when the

A✓

respondent failed to execute the conveyance deed even after the complaints had fulfilled their side of obligations. That the cause of action again arose on 27.02.2023 when the complainants visited the site and found out that the respondent had started the civil work of the unit even before the lease agreement was executed between the parties and finally in November, 2023 when the complainants discovered that their unit had been rented and the restaurant was open for business. The cause of action is alive and continuing and will continue to subsist till such time as the Hon'ble Authority restrains the respondent by an order of injunction and/or passes the necessary orders.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. Direct the respondent to provide actual, peaceful, vacant, physical and legal possession of the unit as per the terms of the agreement.
 - ii. Direct the respondent to execute the conveyance deed in favour of the complainant for the unit no. FF-0101-C.

D. Reply by the respondent:

5. The respondent has contested the complaint on the following grounds:
 - I. That the present complaint is not maintainable in law or on facts. The complainants have no locus standi or cause of action to file the present complaint.
 - II. That the complainants are estopped from filing the present complaint by their own acts, conduct and acquiescence.
 - III. That the present complaint raises several such issues which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-

examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint can only be adjudicated by the Civil Court. The present complaint deserves to be dismissed on this ground alone.

- IV. That the present reply is being filed by Sh. Gaurav Khandelwal on behalf of the respondent i.e., M/s Elan Buildcon Pvt. Ltd. who has been duly authorized vide Board Resolution of the respondent dated 19.03.2024 to file the reply. All averments, claims, allegations and contentions raised in the complaint by the complainants are denied as false and incorrect unless specifically admitted to be true by the respondent. The contents of the complaint that are not being specifically admitted shall be deemed to have been denied and traversed.
- V. That the complainants have not come before the Hon'ble Authority with clean hands and have concealed the real and true facts, which are set out in the succeeding paras of the present reply.
- VI. That the complainants through property dealer/broker-Mahadev Estates had approached the respondent for booking of a unit in the commercial project 'Elan Town Centre' located in Sector 67, Village Badshahpur, Gurgaon-Sohna Road, Gurugram. The complainants had approached the respondent after all the queries pertaining to the project and all issues concerned to the project and only after having duly satisfied that the complainants took a well informed and conscious call to proceed further with the booking and accept the allotment of unit in the commercial complex of the project and had opted for a Special Fixed Return Payment Plan. Thereafter, the allotment letter dated 31.10.2019 issued by the respondent in favour of the complainants allotting unit no. FF-0101-C admeasuring



approximately 428 sq. ft. located on the first floor in the said project with total sale consideration of Rs.45,02,025/-plus other charges payable at the time of offer of possession was provisionally allotted in favour of the complainants vide allotment letter dated 31.10.2019

VII. That in the meanwhile, letter dated 06.12.2019 was issued by the respondent setting out the terms and conditions for payment of down payment discount of Rs.36,808/- per month subject to tax deduction at source, as per the terms and conditions set out therein. The same were duly accepted by the complainants. It is submitted that in accordance with paras 1 and 5 of the said letter, the respondent had agreed to pay to the Rs.36,808/- per month as down payment discount till the issuance of offer of possession by the respondent. It was further clarified that offer of possession shall not be dependent upon grant of completion certificate and occupation certificate and that after issuance of offer of possession, the complainants shall not be entitled for payment of any down payment discount. Para 6 of the said letter further provides that in the event, the complainants obstructs/neglects/defaults/refuses to accept notice of offer of possession and fails to take over possession due to any reason whatsoever, the respondent shall not have any liability or obligation for payment of down payment discount and shall stand absolved and relieved of its obligations. The terms and conditions of payment of down payment discount were duly accepted by the complainants.

VIII. That in accordance with the agreement between the parties, the respondent duly paid down payment discount amounting to Rs.58,448/- (inclusive of TDS) to the complainants for a period from December, 2019 till March, 2020.

- IX. That the buyer's agreement was forwarded to the complainants for execution under cover of letter dated 01.12.2020. The buyer's agreement was willingly and voluntarily executed by the complainants and the terms and conditions thereof are binding upon the complainants with full force and effect. The complainants are not entitled to make any claim which is contrary to the agreement between the parties. The false and baseless allegations made by the complainants are clearly nothing but an afterthought.
- X. That in terms of the applicable payment plan, the complainants had agreed and undertaken to make payment of 10% of the basic sale price at the time of booking, 35% of the basic sale price within 45 days of booking and 55% of basic sale price, 100% of the EDC/IDC and 100% of the PLC, IFMS charges, 100% car parking usage rights (if any), stamp duty, registration charges, administrative charges and other charges payable as set out in the buyer's agreement on offer of possession.
- XI. That the respondent, in the meanwhile completed construction and applied for the occupation certificate with respect to the said project on 20.03.2020. The complainants were informed about the application made by the respondent for issuance of the occupation certificate, the complainants would no longer be entitled to receive committed amounts in terms of the agreement between the parties. Pertinently, no objection was made by the complainants upon receipt of the said letter and subsequent cessation of payment of down payment discount by letter dated 15.06.2020.
- XII. That the complainants were offered possession of the unit for fit outs vide letter dated 18.09.2020 and was also informed about the final super area of the unit which is 238 sq. ft. against the earlier tentative

super area of 428 sq. ft. The complainants were called upon to clear their dues as per the statement of account forming part of the said letter and take possession of the unit for fit outs.

- XIII. That the occupation certificate was received on 09.03.2021 and by letter dated 23.03.2021, the complainants were informed about receipt of occupation certificate from the competent authority. The complainants were further informed that as a gesture of goodwill, the respondent had decided not to charge any Common Area Maintenance (CAM) charges for a period of three months from the date of obtaining the occupation certificate, i.e., up till 08.06.2021. That by email dated 02.12.2021, the complainants were called upon to come forward for registration of the conveyance deed in their favour. The stamp duty and registration charges and other charges were communicated to the complainants and the complainants were also called upon to clear their outstanding CAM charges. However, the complainants responded vide email dated 14.01.2022 conveying that the complainants were not interested in taking possession of the unit but in selling the same. The complainants enquired whether the respondent would be able to find a buyer for the unit. The respondent replied to the complainants that the respondent does not deal in resale and the complainants could explore the secondary market in this regard. The complainants then orally requested the respondent to locate a suitable lessee for the unit in question and the said request was agreed by the respondent on best effort basis.
- XIV. That sometime in December, 2023, the respondent conveyed to the complainants that there was a prospective lessee who was interested in obtaining on lease several adjoining units in the project. It was made clear to the complainants that since the contemplated lease

involved several units, there would be no scope of individual negotiations as regards the commercial terms. The complainants requested the respondent to consider leasing out the unit of the complainants to the said lessee and gave their in principle approval for the same.

- XV. That the respondent informed the complainants vide email dated 20.01.2023 that the respondent had identified a prospective lessee who was interested in taking the unit of the complainants as well as other units, on a consolidated lease for entire super area on 10246 sq. ft. The broad terms and conditions of lease (Term Sheet) were detailed in the said email. The complainants were informed that there would be Capital Expenditure of Rs.1,562/- per sq. ft. plus applicable GST, to be paid in four tranches in the manner set out in the said email. The complainants were called upon to provide their consent for execution of the lease deed and other documents. The complainants were further informed that the lease deed with detailed terms and conditions would be shared with the complainants after its execution and registration.
- XVI. That the complainants agreed to lease of their unit vide email dated 15.03.2023 subject to reduction of Capital Expenditure from Rs.1,562/- per sq. ft. plus GST to Rs.1,100/- per sq. ft. plus GST. Several rounds of discussions took place between the respondent and the complainants and the respondent, as a gesture of goodwill, agreed to charge Capital Expenditure at the rate of Rs.1,100/- per sq. ft. plus GST as proposed by the complainants. That the respondent commenced the fit-out works in the unit as well as other units proposed to be leased. The respondent requested the complainants to make payment of Capital Expenditure (Cap Ex) amount as per the

agreement between the parties. The complainants had agreed to make payment of 25% of the Cap Ex amount to the lessee within 20 days of execution of the term sheet, 25% within 40 days of execution of the term sheet, 25% within 60 days of execution of the term sheet and 25% within 80 days of execution of the term sheet. The complainants were reminded that the lessee was planning to commence operations in the month of October, 2023 and without payment of agreed Cap Ex amount, the lessee would not be in a position to pay rent to the complainants. However, the complainants kept delaying the matter on one pretext or the other.

XVII. That the respondent is ready and willing and has always been ready and willing to get the conveyance deed registered in favour of the complainants. However, the complainants have failed to fulfil their obligations towards payment of Cap Ex amount, as per the agreement between the parties.

XVIII. That the respondent has duly fulfilled its obligations in terms of the agreement between the parties. There is no default or lapse in so far as the respondent is concerned. The complaint filed by the complainants is baseless and nothing but an afterthought. The false and frivolous complaint is liable to be dismissed with costs.

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 submissions 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 relief sought by the complainants:

F.1 Direct the respondent to provide actual, peaceful, vacant, physical and legal possession of the unit as per the terms of the agreement.

9. The complainants were allotted a unit admeasuring 428 sq. ft. in the project of respondent "Elan Town Centre", in Sector 67, Gurugram for a total sum of Rs.45,02,025/-. An builder buyer's agreement dated 18.02.2021 was executed between the parties and the complainants started paying the amount due against the allotted unit and paid a total sum of Rs.30,15,705/- including stamp duty charges of Rs.1,42,000/- and registration charges of Rs.12,503/-.
10. As per clause 11(a) of the buyer's agreement dated 18.02.2021, the due date of handing over of possession is to be calculated 36 months from the date of execution of buyer's agreement i.e., 18.02.2021 plus grace period of 12 months. The relevant clause id reproduced below for the ready reference:

11 (a) Schedule for possession of the said Unit:

The developer based on its project planning and estimates and subject to all just exceptions endeavours to complete construction of the said building/said unit within a period of 36 months from the date of this agreement with an extension of further twelve (12) months unless there shall be delay or failure due to govt. department delay or due to any circumstances beyond the power and control of the developer or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total consideration and other charges and dues/payments mentioned in this agreement or any failure on the part of the allottee(s) to abide by all or any of the terms and conditions of this agreement.....

The due is to be calculated 36 months from the date of execution of buyer's agreement i.e., 18.02.2021 along with a grace period of 12 months. Therefore, the due date of possession comes out to 18.02.2025.

11. The respondent has made an offer of possession for fit-out on 18.09.2020 by which the complainants get to know that the area of the allotted unit has been reduced to 238 sq. ft. from 428 sq. ft. and also the total sale consideration has been reduced to Rs.25,03,462/-. Thus, the offer of

possession made by the respondent stands invalid as the offer was made before obtaining the occupation certificate.

12. While going through documents placed on record and the possession clause of the builder buyer's agreement, the Authority observed that nowhere it has been promised by the respondent that physical possession will be handed over to the complainants. Even, the possession clause of the buyer's agreement talks about the completion of the construction of the unit which has been successfully done by the respondent as the occupation certificate was received on 09.03.2021 and the same has been intimated to the complainants on 21.03.2021.
13. Moreover, vide email dated 14.01.2022, the complainant has expressed his interest to withdraw from the project and to sell the unit to some other buyer. However, the respondent replied to the same stating that the company does not deal in resale. Thereafter, the complainants orally requested the respondent (as per para 18 of the reply) to locate a suitable lessee to put the unit on lease and the respondent agreed to the same and found the suitable lessee in December, 2023.
14. In view of the above-mentioned facts, the relief sought by the complainant becomes redundant.

F.II Direct the respondent to execute the conveyance deed in favour of the complainants for the unit no. FF-0101-C.

15. In the present complaint, the complainants want to continue with the project and are seeking relief of execution of conveyance deed in favour of the complainants.
16. In the present complaint, the occupation certificate was received on 09.03.2021 and thereafter on 21.03.2021 the complainants were intimated about the same.
17. The counsel for the complainants vide proceedings of the day dated 22.05.2025 stated that despite paying maintenance charges, stamp duty



charges as well as registration charges, the complainants got a printed copy of conveyance deed but the same has not been executed till date and requested for execution of the conveyance deed.

18. The counsel for the respondent vide proceedings of the day dated 22.05.2025 brought to the notice of the Authority that vide email dated 02.12.2021, the complainants were called upon to come forward for execution of conveyance deed. However, vide email dated 14.01.2022, the complainants responded to the above-mentioned email dated 02.12.2021 conveying that they are not interested in execution of conveyance deed instead they want to sell the unit. But the respondent replied to the said email stating that the company does not deal in resale. Thereafter in December, 2023 the respondent conveyed to the complainants that a prospective lessee was found as per oral request of the complainants. Further, vide email dated 20.01.2023, the complainants were informed that the prospective lessee is interested in taking several other units along with the unit of the complainants and the details of terms and conditions of lease were also provided in the said email. He further stated that the complainants agreed to pay a Capital Expenditure of Rs.1,100/- per sq. ft. plus applicable GSR in four tranches but not paid the same till date even after issuance of several reminders. He mentioned that the respondent is willing to get the conveyance deed executed on payment of agreed Cap Ex amount of Rs.2,00,000/-. However, the complainant has requested to adjust the afore-mentioned amount from the lease rental payable by the respondent.
19. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) of the Act of 2016, the


A

allottee is also obligated to participate towards registration of the conveyance deed of the unit in question.

20. On consideration of the afore-mentioned submissions and documents placed on record, the Authority observed that the occupation certificate was received way back on 09.03.2021, the respondent is directed to get the conveyance deed executed as per section 17 of the Act of 2016.

G. Directions of the Authority:

21. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- The respondent is directed to execute the conveyance deed in terms of section 17(1) of Act of 2016 within 3 months from the date of this order.
 - A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
22. Complaint stands disposed of.
23. File be consigned to the registry.


(Vijay Kumar Goyal)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.05.2025