

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

Complaint no.: 4678 of 2023
Date of filing of complaint: 16.10.2024
Date of first hearing: 05.02.2025
Date of decision: 06.08.2025

Brij Bhushan

R/o:- 1078, Ward no.23, Gali Aggarwal,
Gur Mandi, Sonapat, Haryana-131001

Complainant

Versus

M/s Signature Global Homes Pvt. Ltd.

Regd. Office at: - SS House, Plot No. 77,
Sector-44, Gurugram-122003

Respondent

CORAM:

Shri Ashok Sangwan

Member

APPEARANCE:

Sh. Ravi Shankar Garg (Advocate)

Sh. Venket Rao (Advocate)

Complainant
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 made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details.

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

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global Park V (2)", Sector 36, Sohna, Gurugram
2.	Project Area	10.5313 acres
3.	Nature of the project	Residential Independent Floor
4.	RERA Registered/ not registered	Registered 48 of 2022 dated 06.06.2022 valid upto 30.09.2024
5.	DTCP License No. and Validity	118 of 2019 dated 12.09.2019 valid upto 11.09.2024
6.	Unit no.	Independent floor no. 3F built on Plot no. B1, Block B (As per BBA at page 38 of complaint)
7.	Unit admeasuring area	593.67 sq. ft. (Carpet Area) 149.404 sq. ft. (Balcony Area) (As per BBA at page 38 of complaint)
8.	Date of builder buyer agreement	02.11.2022 (As per page 34 of complaint)
	Possession clause as per builder buyer agreement	7. Possession of the Residential Independent Floor "7.1The Promoter assures to hand over possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been pa) as per agreed terms and conditions by 30th September, 2024 unless there's delay due to "force majeure", Court orders. Government policy/guidelines, decisions etc. affecting the regular development of the real estate project. If, the completion of the Project is delayed duly to the abo conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said residential floor."

9.	Due date of possession	(As per BBA at page 47 of complaint) 30.09.2024
10.	Total sale consideration	(As per BBA at page 47 of complaint) Rs. 62,61,739.40/- (As per BBA at page 39 of complaint)
11.	Total amount paid by the complainant	Rs. 6,64,000/- (Rs.1,00,000/- paid after termination of unit unilaterally) (Agreed to by both the parties in their respective pleadings)
12.	Occupation certificate	-
13.	Pre-intimation letters sent by respondent to complainant	06.08.2022, 12.09.2022 (Page 22-25 of reply)
14.	Reminder letter to pay outstanding dues sent by respondent to complainant	26.12.2022 (Page 26 of reply)
15.	Pre- Cancellation letter sent by respondent to complainant	17.01.2023 (Page 27 of reply)
16.	Cancellation Letter	10.06.2023- Entire amount paid by complainant forfeited by respondent. (Page 33 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions by filing the present complaint as well as written submissions dated 17.07.2025: -
- a) That the complainant/allottee had applied for a residential independent floor in the project vide application No. 1000029269 paid Rs. 1,00,000/- as booking advance to the promoter/respondent vide receipt no. 6700003311 dated 25.07.2022.
 - b) That the complainant was allotted a unit bearing number 5- B1-3F at Signature Global Part 5, Tehsil Sohna, Sector 36, District Sohna, Gurugram (HR); having a carpet area of 593.67 sq. ft and balcony area of 149.404 sq. ft; and thus, the respondent issued a welcome letter dated 28.07.2022 to the complainant.

- c) That on 11.10.2022 respondent further paid Rs. 4,64,000/- in furtherance to the allotment. Further, on 02.11.2022, an Agreement to sell was executed between the respondent and the complainant with respect to the unit bearing number 5- B1-3F at Signature Global Part 5, Tehsil Sohna, Sector 36, District Sohna, Gurugram (HR); having a carpet area of 593.67 sq. ft and balcony area of 149.404 sq. ft.
- d) That vide letter dated 10.06.2023, respondent unilaterally and unlawfully cancelled the allotted unit of the complainant.
- e) That on 16.06.2023, complainant approached the respondent company and again paid an amount of Rs. 1,00,000/- to the respondent, which was duly accepted by the respondent without ado and complainant was assured that a formal letter shall be sent to him reinstating the allotted unit along with demand for making the payments; However, nothing done as promised.
- f) That on 20.10.2023 respondent sent a Demand Pre-Intimation Letter SG/8.2.1/F49/R0 to the complainant, which was sent as a Pre-Intimation to keep funds ready, with a note that "Tax Invoice" shall be raised on the due date; however, no demand or Tax Invoice was ever raised or sent to the present complainant so that payment can be made.
- g) That in the month of December 2023, complainant again went to the respondent's office and asked for the customer ledger for his record and schedule for payment to be made, to which complainant provided the Customer Ledger copy dated 29.12.2023, in which all the payments made was duly accounted for; However the status was mentioned as "Cancelled"; to which he was assured that by the end of the financial year, this status shall automatically be changed to "Live/Active/Reinstated"; however, nothing done as promised.

- h) That, complainant later also on several occasions approached to the respondent company regarding the reinstatement, allotment and possession of the plot, however officers of the respondent company kept on postponing the issue on one pretext or other.
- i) That in the month of April 2024, when complainant enquired on the status of allotted unit and likely payments to be made, it was told to him that his allotment of unit bearing number 5-B1-3F has already been terminated vide letter dated 10.06.2023, and all the payments made before or after that has already been adjusted/forfeited, which was not only in contradiction to promises and assurances made, but also bad in the law; as respondent company even after cancellation of the allotment arbitrarily, duly accepted the payments and also kept communicating with the complainant company.
- j) That considering the gravity of the situation, complainant through his counsel, was constrained to send a response to the letter dated 10.06.2023 vide a response letter dated 10.04.2024, wherein it was proposed that complainant is willing and prepare to settle the due amount (if any); however, respondents preferred to turn his deaf ears to the complainant.
- k) That later, complainant through his counsel sent a legal notice dated 10.06.2024 to the respondent, however, respondent chose to keep mum, and not to reply, and thus this present complaint.
- l) That it is submitted that as per Section 11(5) of The Real Estate (Regulation and Development) Act, 2016-The Promoter may cancel the allotment only in terms of the Agreement for Sale; furthermore, as per clause 1(i) of the Agreement of Sale dated 02.11.2022, it was agreed that respondent shall periodically intimate in writing to the allottee, the amount payable and allottee shall make the payment demanded by the promoter within the time and in the manner specified therein and also

shall provide to allottee(s) the details of the taxes/fees/charges/levies etc paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ fees/charges/levies etc have been imposed or become effective; which respondent severely failed to adhere; and thus cancellation of the allotment of complainant having a carpet area of 593.67 sq. ft and balcony area of 149.404 sq. ft. vide letter dated 10.06.2023 is devoid of any merits and bad in law.

- m) That, the respondent is not only guilty of deficiency in services for not fulfilling its promise but also for causing mental harassment and agony to the complainant by misguiding and misrepresentation of facts in which amounts to fraud and unfair trade practices. Further, the respondent is guilty of violating the provisions of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- n) That the complainant has suffered miserably due to violation of the mandatory provisions of Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017 by the respondent.

C. Relief sought by the complainants:

4. The complainant has sought the following relief(s):
- I. Direct the respondent to set aside cancellation letter dated 10.06.2023 and restrain respondents from charging any penalty from the complainant.
 - II. Direct the respondent to raise its demand without penalty and accept the payment.
 - III. Direct the respondent to complete the process of handing over the actual physical possession and transfer title of unit bearing no. 5-B1-3F at Signature Global Part 5, Tehsil Sohna, Sector 36, District Sohna, Gurugram without any delay.
 - IV. Direct the respondent to pay the penalty or delay compensation (interest on the deposited amount) for cancelling the allotment unilaterally.

- V. Direct the respondent to pay Rs.1,00,000/- towards litigation expenses.
 - VI. Direct the respondent to pay compensation to the tune of Rs.5,00,000/- for causing mental harassment and agony to the complainant.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds by way of reply dated 03.03.2025 as well as written submissions dated 16.07.2025: -
- a) That prior to start of construction the Department of Town and Country Planning, Haryana has already issued the License No. 118 of 2019 and had also obtained all the necessary approvals.
 - b) That the complainant is a Real Estate Agent or claims to be real estate consultants. In the year 2022, the complainant learned about the project launched by the respondent titled as 'Signature Global Park V, over and above the piece of land being situated at Sector 36, Sohna tehsil, Gurgaon, Haryana and approached respondent repeatedly to know about the details of the said project. The complainant further inquired about the specification and veracity of the project and were satisfied with every proposal deemed necessary for the development of the project.
 - c) That after having keen interest in the project and upon being satisfied with each specification of the project, the complainant made a payment of Rs. 1,00,000/- and requested the respondent to hold the said unit till filing of a complete Application Form for completing the booking formalities.
 - d) That the respondent on 18.08.2022 sent an email to the complainant to file a proper copy of Application form to complete the booking formalities failing which the respondent would revoke the consent to hold the unit. It is pertinent to mention that the intention behind holding the said unit was

to look for a prospective buyer to sell out the said unit on premium prices. It is submitted that prior to that the respondent had issued the Pre Intimation Letter dated 06.08.2022 and whereby requested the complainant to make the payment. Further subsequent to that the respondent had issued another Pre Intimation Letter dated 12.09.2022 and whereby requested the complainant to make the payment.

- e) That on 02.11.2022, the Agreement for Sale was executed between the complainant and the respondent for the Unit No. 3F in Block B having Carpet Area of 593.67 sq. ft. and Balcony Area of 149.404 sq. ft. on 3rd Floor in question having sale consideration of Rs. 62,61,739.40/- plus other charges. As per the provision of clause 7.1 of the Agreement the possession was proposed to be handed over by 30.09.2024 subject to the delay due to force majeure circumstances and government policies/order.
- f) That under Schedule C of the said Agreement, the complainant had opted for a construction linked payment plan and was bound to pay all the instalments in accordance with the same. However, the complainant miserably failed to pay the same in accordance with agreed timelines.
- g) That upon non-receipt of due amount, the respondent raised a reminder dated 26.12.2022 to the complainant requesting him to make the payment of outstanding dues. Subsequent to that the respondent also issued the pre cancellation letter dated 17.01.2023, whereby requested to make payment for the sum of Rs. 11,66,202.06, which was due on the part of the complainant, however the complainant failed to do the same.
- h) The complainant was constrained to issue a reminder/ Notice of Termination and cancellation of unit dated 07.02.2023. Due to consistent default on account of the complainant, the respondent issued the said notice and provide further time of 15 days to the complainant to remit all the outstanding dues failing which the complainant was apprised that the

unit shall be terminated and the amount paid shall be forfeited in terms of the Agreement.

- i) That after providing more than 6 months for clearing the outstanding dues, the complainant kept mum of all the reminders and communications. Having left with no other alternative, the respondent vide cancellation of Allotment Letter dated 10.06.2023 had cancelled the allotment of the complainant and forfeited the earnest money as per the Agreement. That after cancellation of the allotment, the complainant ceased to have any right over the said unit.
- j) That as per Clause 9.3 of the Agreement the respondent was entitled to cancel the allotment of the unit in case the complainant fails to perform its obligations as agreed in the Agreement and failed to make payment of the instalments as per Payment Plan.
- k) It is pertinent to note that the complainant since 2022 never responded to a single demand and reminder of the Respondent and always ignored all the communication. That as on the date of cancellation, the complainant had mere paid an amount of Rs. 5,64,000/- against the total sale consideration which was less than 10% of the total sale consideration.
- l) That the total payment made by the complainant is Rs.6,64,000/- and the e-mail id used by the respondent to communicate with the complainant is the same as provided by the complainant, duly mentioned in welcome letter dated 28.07.2022.
- m) That the complainant alleges in its rejoinder that letters dated 06.08.2022, 12.09.2022, 26.12.2022, 17.01.2022, 01.02.2023 and 07.02.2023 were never received by the complainant. It is pertinent to mention that the complainant is misleading the Authority by stating incorrect facts. The complainant is at default for not paying the consideration amount as per Schedule C of the agreement dated 02.11.2022.

7. All other averments made in the complaint were denied in toto.
8. 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

9. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11..... (4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

12. 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 complainant.

- F.I Direct the respondent to set aside cancellation letter dated 10.06.2023 and restrain respondents from charging any penalty from the complainant.**
- F.II Direct the respondent to raise its demand without penalty and accept the payment.**
- F.III Direct the respondent to complete the process of handing over the actual physical possession and transfer title of unit bearing no. 5-B1-3F at Signature Global Part 5, Tehsil Sohna, Sector 36, District Sohna, Gurugram without any delay.**
- F.IV Direct the respondent to pay the penalty or delay compensation (interest on the deposited amount) for cancelling the allotment unilaterally.**

13. All the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of other relief and the same being interconnected.

14. In the present case, the complainant booked a unit in the project of the respondent namely "Signature Global Park V (2)" situated at Sector- 36, Sohna, Gurugram and a welcome letter dated 28.07.2022 was issued in his favour. Subsequently, a builder buyer agreement was executed between the parties on 02.11.2022, wherein residential independent floor no. 5-B1-3F, admeasuring 593.67 sq. ft. carpet area and 149.404 sq. ft. balcony area was allotted to the complainant.

15. Further, the authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 30.09.2024. Therefore, the due date of handing over possession comes out to be 30.09.2024. The complainant

has paid an amount of Rs.5,64,000/- against the sale consideration of Rs.62,61,739.40/- and is willing to retain the allotted unit in question.

16. Further, the respondent raised a plea that the unit allotted to the complainant had already been cancelled by the respondent vide notice of termination dated 10.06.2023 on account failure of the complainant to make payment of the outstanding dues. To corroborate further, the respondent placed on record pre-intimation letters dated 06.08.2022, 12.09.2022, reminder letter 26.12.2022 and pre-cancellation letter dated 17.01.2023 followed by notice of termination dated 10.06.2023 being sent by the respondent to the complainant to make payment of the outstanding dues. Now, the question before the authority is whether the cancellation letter dated 10.06.2023 is valid or not, in the eyes of law?
17. Perusal of statement of accounts dated 29.12.2023 placed on record by the complainant on 12.05.2025 himself reveals that the complainant made last payment towards the allotment of the said unit on 11.10.2022. The respondent has issued pre-intimation letters dated 06.08.2022, 12.09.2022, reminder letter 26.12.2022. A final Pre-cancellation notice dated 10.06.2023 was sent to the complainant giving an opportunity to make outstanding payments amounting to Rs.11,66,202.46/- with interest within 15 days failing which the agreement and allotment will stand cancelled. But the complainant did not pay any heed to the notices. Thereafter, a final cancellation letter dated 10.06.2023 was issued cancelling the subject unit and forfeiting the entire amount paid by the complainant.
18. The authority has gone through the payment plan (Schedule 'C') of the buyer's agreement executed between the parties. Further, on considering the documents available on record as well as submissions made by both the parties, it can be ascertained that the complainant had paid an amount of Rs.5,64,000/-. The respondent has sent pre-intimation letters dated



06.08.2022, 12.09.2022, reminder letter 26.12.2022 and pre-cancellation letter dated 17.01.2023 to make payment of the outstanding amount. The authority is of considered view that the respondent is right in raising demands as per payment plan agreed between the parties. However, the complainant continued with their default and again failed to make payment even after pre-cancellation letter dated 17.01.2023 leading to cancellation of unit vide letter dated 10.06.2023.

19. As per clause 9.3 of the buyer's agreement executed between the parties, the respondent has a right to cancel the unit and forfeit the earnest money where an allotment of the unit is cancelled due to default of complainant to make timely payments as per the agreed payment plan. Clause 9.3 of the buyer's agreement are reproduced under for ready reference:

9.3

- (i) *In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.*
- (ii) *In case of Default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit for Residential usage along with parking in favor of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment, taxes paid by the Allottee and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated. Provided that, the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.*

20. Further, Section 19(6) and Section 19(7) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. The respondent has given sufficient opportunities to the complainant and finally

cancelled the allotted unit of the complainant vide letter dated 10.06.2023. Hence, **cancellation of the unit in view of the terms and conditions of the buyer's agreement dated 02.11.2022 is held to be valid.**

21. Now, the second issue for consideration arises as to whether after cancellation the balance amount after deduction of earnest money of the basic sale consideration of the unit has been sent to the claimant or not. 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-

"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 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."

22. It is important to note that the amount paid by the complainant i.e., Rs.5,64,000/- constitutes to only 9% of the sale consideration of Rs. 62,61,739.40/-. 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 can forfeit the entire amount paid by the complainant i.e., Rs.5,64,000/- against the allotted unit as the as it is less than the earnest money as well as 10% of the consideration amount. Thus, no direction to this effect.
23. However, the Authority observes that post cancellation of the unit, the complainant has made a payment of Rs.1,00,000/- to the respondent on 16.06.2023. However, the said amount has not been refunded to the complainant till date. In view of the above, the respondent is obligated to refund the said amount of Rs.1,00,000/- to the complainant.
- F.V Direct the respondent to pay Rs.1,00,000/- towards litigation expenses.**
- F.VI Direct the respondent to pay compensation to the tune of Rs.5,00,000/- for causing mental harassment and agony to the complainant.**
24. The complainant in above-mentioned reliefs is seeking compensation. 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. 2021-2022 (1) RCR (c) 357***, 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. Therefore, the complainant is at liberty to approach the adjudicating officer for seeking the relief of compensation.

G. Directions of the authority.


25. 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):

- I. Cancellation is valid. No case of delay possession charges is made out. The respondent is directed to refund the amount of Rs.1,00,000/- to the complainant, received by it post cancellation of the unit.
- II. 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.

26. Complaint stands disposed of.

27. File be consigned to the registry.

Dated: 06.08.2025



Ashok Sangwan
(Member)

Haryana Real Estate Regulatory
Authority, Gurugram