BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**3208 of 2025**
Date of complaint	:	**08.07.2025**
Date of order	:	**29.09.2026**

Sumit Gupta,
Both R/o: - Flat No. 408, Tower-A6, Tulip Lemon, Sector-69, South City-II, Gurugram. **Complainant**

Versus

Eldeco Sohna Projects Limited
Having Regd. Office at: S-16, Eldeco Station 1, Sector-12, Faridabad, Haryana-121007. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
None Complainant
Ms. Sanya Arora (Advocate) 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 there under or to the allottees 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"Eldeco Accolade", Sector-2, Sohna, Gurugram
2.	Nature of the project	Residential
3.	Project area	13.22 acres
4.	DTCP license no.	83 of 2013 dated 09.10.2013 valid up to 08.10.2026
5.	Name of licensee	Mapsko Builders Pvt. Ltd.
6.	RERA Registered/ not registered	81 of 2017 dated 23.08.2017 valid up to 30.06.2025
7.	Unit no.	PII-1102,11th Floor & Tower-Prestige two (As per page no. 24 of the complaint)
8.	Unit area admeasuring	1751 sq. ft. (super area) 1062 sq. ft. (Carpet Area) 170 sq. ft. (Balcony area) (As per page no. 45 of the complaint)
9.	Allotment letter	27.09.2022 (As per page no. 38 of the reply)
10.	Date of execution of agreement for sale	27.09.2022 (As per page no. 22 of the complaint)
11.	Tri-partite agreement	17.11.2022 (as per page no. 5 of reply)
12.	Possession clause	***7. POSSESSION OF THE APARTMENT*** *7.1 Schedule for possession of the Apartment for residential usage:* *The promoter agrees and understands that timely delivery of possession of the apartment for residential usage along with parking (if applicable) to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.* (As per page no. 30 of the complaint)
13.	Due date of possession	31.12.2024 (as per Schedule C of BBA at page no. 45 of complaint)
14.	Total sale consideration	Rs.1,02,95,880/- (As per Schedule E on page no. 47 of the complaint)

15.	Amount paid by the complainant	Rs.74,64,514/- (As per customer ledger dated 05.05.2025 on page no. 50 of the complaint) + Rs.15,00,000/- (The said amount was transferred by the complainant post cancellation of the unit as admitted by the respondent at page no. 11 of its reply submitting that till date it has received a total sum of Rs.89,64,514/- against the said unit.) **= Rs.89,64,514/-**
16.	Payment plan	Construction linked payment plan (As per page no. 47 of the complaint)
17.	Occupation Certificate	09.10.2024 (As per page no. 81 of the reply)
18.	Offer of possession	11.10.2024 (As per page no. 67 of complaint)
19.	Notice	21.02.2024 (As per page no. 64 of reply)
20.	Reminder letters	03.03.2024, 13.03.2024, 23.03.2024, 02.04.2024, 25.01.2025, 04.02.2025, 14.02.2025, 24.02.2025, 18.03.2025, 03.04.2025, 05.04.2025, 15.04.2025, 21.04.2025 and 25.04.2025 (As per page no. 67-78 and 86-100 of reply)
21.	Pre-cancellation notice	03.05.2025 (As per page no. 103 of the reply)
22.	Cancellation notice	13.05.2025 (As per page no. 107 of the reply)
23.	Amount refunded to Godrej Housing Finance Limited on account of loan foreclosure	Rs.72,64,474/- (as per loan foreclosure letter at page no. 108-111 of reply)
24.	Agreement for sale between subsequent allottee i.e., Ms. Shikha and the respondent	24.06.2025 (As per page no. 112 of the reply)

B. Facts of the complaint

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

I. That relying on the assurances, promises, representations and warranties of the respondent, the complainant decided to book a residential unit vide application bearing no. 57734, dated 23.9.2022 and the respondent had allotted the residential unit bearing no. P-II, 1102, 11th Floor, Prestige-II having carpet area 1062 sq. ft. & super area 1751 sq. ft. in its project named "ELDECO ACCOLADE" at Sector-2, Sohna, Gurugram vide allotment letter dated 27.09.2022. Thereafter, an agreement for sale was executed between the parties on 27.09.2022 against the said unit.

II. That, the complainant has always paid the instalments as mentioned in the construction linked payment plan w.r.t the said unit on time and without any fail.

III. That since almost 5 years, the respondent has wrongfully enjoyed the huge sum of money paid by the complainant with the desire of getting the unit in his name for his personal and the domestic use.

IV. That the complainant was paying the instalments on time but, suddenly on 25.7.2024, the respondent company in the final demand notice/intimation for offer of possession letter, demanded some unnecessary charges/payments which were totally illegal and arbitrary.

V. That the maintenance charges & IFMS charges of Rs. 2,04,994/- and the miscellaneous charges of Rs. 2,25,721/- were demanded by the respondent, illegally and arbitrarily. After receiving this notice was shocked and requested the respondent with folded hands to remove these arbitrarily demanded amounts.

VI. That the complainant was shocked to receive the unit cancellation letter from the respondent company dated 13.05.2025.

VII. That, the complainant never refused to pay any amount as mentioned in the agreement for sale.

VIII. That after the cancellation of the said unit, the complainant many times communicated in writing to the respondent company that he is ready to pay the actual amount but the company replied negatively.

IX. That the respondent has made unlawful gain to himself and the unlawful loss to the complainant, when in fact the complainant has deposited his hard-earned money by being ensnared in the false promises of the respondent, when in fact, the respondent never intended to make any allotment in favour of the complainant.

X. That the respondent has acted in the most unlawful manner and has violated many provisions of the Act.

XI. That the illegal activities and the defaulting & unlawful conduct of the respondent is the ground for filling the present complaint.

XII. That the respondent is not ready to adhere to the contentions of the agreement, which has caused mental agony, harassment, and huge losses to the complainant, hence the present complaint.

C. Relief sought by the complainant

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

I. Direct the respondent to restore cancellation and to execute conveyance deed.

5. On the date of hearing, the Authority explained to the respondent/promoter about the contravention 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 vide its reply dated 24.09.2025 has contested the complaint on the following grounds: -

i. That the complainant, after conducting extensive and independent enquiries regarding the residential group housing project developed by the respondent under the name "Eldeco Accolade" at Sector-2, Sohna,

Gurugram, voluntarily expressed interest in booking a unit therein. Being fully satisfied with all aspects of the said project and acting on his own independent and informed decision, uninfluenced by the respondent, the complainant applied through an application form for provisional allotment of a residential unit. Pursuant thereto, the complainant was allotted residential unit no. PII-1102, admeasuring 1062 sq. ft. (carpet area) vide allotment letter dated 29.09.2022. At the time of allotment, the complainant consciously opted for the construction-linked payment plan and undertook to remit every instalment on time in accordance with the agreed schedule. Relying on such representation and having no reason to doubt his bona fides, the respondent proceeded to allot the said unit in his favour.

ii. That thereafter an agreement for sale dated 27.09.2022 was executed between the complainant and respondent for the said unit for a basic sales price of Rs. 98,05,600/- excluding taxes and other charges as clearly mentioned under Schedule E of the apartment buyer's agreement. It is pertinent to mention that as per the agreement, the due date of possession was committed as 31.12.2024 whereas the respondent offered possession to the complainant on 25.07.2024. The said unit was cancelled on 13.05.2025 due to the delay solely attributable to the complainant.

iii. That pursuant to the execution of the agreement, the complainant availed a housing loan from Godrej Housing Finance Ltd., for which a tripartite agreement was duly executed by the respondent with the complainant and Godrej Housing Finance Ltd on 17.11.2022.

iv. That subsequently respondent raised demands strictly in accordance with the construction linked plan opted by the complainant. The 8th demand was raised on 31.10.2023 towards completion of internal electrical conduct work and plumbing calling upon the complainant to pay an

amount of Rs. 7,72,192/- by 12.11.2023. It is submitted that after this demand, the complainant made his last part payment of Rs.5,14,794/- only on 27.11.2023.

v. That it is after this above-mentioned demand, that the complainant started defaulting in his timely payments and thereafter remained in continuous default till the respondent was compelled to cancel the said unit on 13.05.2025.

vi. That due to the failure and default on the part of the complainant in paying subsequent installments and the previous outstanding amounts, the respondent was constrained to issue multiple reminder emails and letters to him to make payment of pending installments and the demanded amounts.

vii. That the respondent in view of the above-mentioned default issued a notice dated 20.02.2024 asking the complainant to make the outstanding payments as per the attached schedule for timely discharge of his outstanding financial liability. The complainant was further intimated that in case he doesn't cure said default, the respondent would be compelled to cancel the said unit in his favour.

viii. That the complainant even after the issuance of default notice did not make any payments towards the said unit and grossly defaulted in his payment obligations. The respondent after the continuous default of the complainant issued several reminder emails and letters and on 25.07.2024, the respondent issued a final demand notice/intimation of offer of possession offering possession of the said unit and calling upon the complainant to remit an amount of Rs.32,62,081/-, payable by 07.09.2024.

ix. That after issuance of the said notice, the complainant addressed an email dated 05.09.2024, raising queries regarding certain charges, including delay payment charges. The respondent replied, clarifying that the notice

had been raised upon achievement of project milestones and that the charges reflected therein were as per the agreement. Despite such clarification, no payment was made by the complainant.

x. That even after the offer of possession, the complainant neither cleared the outstanding dues nor took possession of the unit and, despite repeated clarifications, willfully remained in default. The respondent, in good faith, issued multiple reminder letters, which constitute constructive notices of continuing default since the first Default Notice dated 20.02.2024. It is submitted that the complainant was fully aware that the unit was ready for handover, yet consciously and maliciously ignored all the reminder correspondences and failed in making timely payments of installments which was an essential, crucial and an indispensable requirement under the agreement.

xi. That the persistent default of the complainant is further evident from the statement of account dated 03.07.2025, which clearly reflects that substantial instalments, including towards the basic sale price, remained unpaid even at the time of issuance of the final demand notice dated 25.07.2024.

xii. That despite such multiple opportunities and repeated indulgences granted, the complainant did not comply with his payment obligations. It is matter of record that his last part payment was only made in November 2023, after which he remained in continuous default and deliberately chose to remain in default in complete contravention to the terms and conditions of the agreement.

xiii. That the respondent as a gesture of goodwill even after lapse of statutory and contractual stipulated time chose to gave final opportunity to the complainant to rectify his long standing default and accordingly, the complainant was served with a pre cancellation notice dated 02.05.2025

which was also sent via email on 03.05.2025 giving him with a final grace of another 7 days to cure his continuous default. However, the complainant misused the grace period which was granted solely out of goodwill. He chose not to pay any of the outstanding dues, even towards the basic sale price. Instead, the complainant threatened the respondent with unwarranted litigations and dictated vide his response email dated 06.05.2025 that he is not threatened by such pre-cancellations being served and raised baseless issue regarding delay interest charges.

xiv. That after lapse of the stipulated final cure/grace period extended to the complainant vide pre-cancellation email, the respondent was finally compelled to exercise his acquired contractual right to terminate the allotment of the complainant and accordingly issued a cancellation letter dated 13.05.2025 to the complainant thereby cancelling the allotment in his favor forthwith.

xv. That post cancellation, the complainant unilaterally transferred an amount of Rs.15,00,000/- to which he was clearly informed by the respondent that the said unit has been cancelled effective from 13.05.2025. That the respondent has till the date of filing this reply had received a total sum of Rs. 89,64,514/- against the said unit. The details are set out in the table below for ready reference:

Particulars	Amount (in Rs.)
Basic Price of the Unit	98,05,600/-
Total Amount Received before cancellation	74,64,514
Amount transferred after Cancellation	15,00,000
Total Amount Paid	89,64,514

xvi. That post cancellation of the said unit in favour of the complainant, the process of refund was initiated after only forfeiting 10% of the Basic sales price. The respondent in obligation with the Godrej Housing Finance

Limited has repaid their loan amount as per their foreclosure letters dated 27.06.2025 and therefore have refunded an amount of Rs.72,44,802/- and Rs. 19,672/-, aggregating to Rs. 72,64,474/-, towards foreclosure of the home loan account availed by the complainant. The respondent in order to refund the balance amount i.e. Rs.7,19,481/- asked the complainant to give his bank account details to process the refund but the complainant has not till the date of filling of this reply provided with the bank account details of the refund.

Total Amount Paid	Rs. 89,64,514
Forfeiture Amount (10% of the BSP)	Rs. 9,80,559
Amount Refundable	Rs. 79,83,955
Amount Refunded	
To Bank (Godrej Housing Finance Ltd.)	Rs. 72,64,474
Payable to Complainant	Rs. 7,19,481

xvii. That following the cancellation, the said unit pursuant to the application form dated 16.06.2025 was duly allotted to a bona fide purchaser, Ms. Shilpa, on the terms and conditions contained in the agreement for sale dated 24.06.2025. It is submitted that the respondent is now contractually bound to hand over possession to the subsequent allottee within the stipulated time as agreed to her in the agreement for sale dated 24.06.2025 otherwise a great prejudice will be caused to her.

E. Jurisdiction of the authority

7. 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

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

9. 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)(a)***
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> *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;.*

10. 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.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to restore cancellation and to execute conveyance deed.

11. The complainant has submitted that he was paying the instalments on time but, suddenly on 25.7.2024, the respondent company in the final demand notice/intimation for offer of possession letter and demanded some unnecessary charges/payments which were totally illegal and arbitrary. Thereafter, the unit was cancelled by the respondent vide cancellation letter dated 13.05.2025. After the cancellation of the said unit, the

complainant many times communicated in writing to the respondent company that he is ready to pay the actual amount but the company replied negatively. The respondent has submitted that an agreement for sale dated 27.09.2022 was executed between the complainant and respondent for the said unit for a basic sales price of Rs. 98,05,600/- excluding taxes and other charges as clearly mentioned under Schedule E of the apartment buyer's agreement. The complainant availed a housing loan from Godrej Housing Finance Ltd., for which a tripartite agreement was duly executed by the respondent with the complainant and Godrej Housing Finance Ltd on 17.11.2022. As per the buyer's agreement, the due date of possession was committed as 31.12.2024 whereas the respondent offered possession to the complainant on 25.07.2024. The 8th demand was raised on 31.10.2023 towards completion of internal electrical conduct work and plumbing calling upon the complainant to pay an amount of Rs. 7,72,192/- by 12.11.2023. The complainant made his last part payment of Rs.5,14,794/- only on 27.11.2023, after which he remained in continuous default and deliberately chose to remain in default in complete contravention to the terms and conditions of the agreement. Despite multiple opportunities and repeated indulgences granted, the complainant did not comply with his payment obligations and accordingly, the complainant was served with a pre cancellation notice dated 02.05.2025 which was also sent via email on 03.05.2025 giving him with a final grace of another 7 days to cure his continuous default. However, the complainant chose not to pay any of the outstanding dues, even towards the basic sale price. After lapse of the stipulated final cure/grace period, the respondent was finally compelled to terminate the allotment of the complainant and accordingly issued a cancellation letter dated 13.05.2025 to the complainant. The said unit was cancelled due to the delay solely attributable to the complainant. Post

cancellation, the complainant unilaterally transferred an amount of Rs.15,00,000/- to which he was clearly informed by the respondent that the said unit has been cancelled effective from 13.05.2025. The respondent has till the date of filing this reply had received a total sum of Rs. 89,64,514/- against the said unit. The respondent in obligation with the Godrej Housing Finance Limited has repaid their loan amount as per their foreclosure letters dated 27.06.2025 and therefore have refunded an amount of Rs.72,44,802/- and Rs. 19,672/-, aggregating to Rs. 72,64,474/-, towards foreclosure of the home loan account availed by the complainant. The respondent in order to refund the balance amount i.e. Rs.7,19,481/- asked the complainant to give his bank account details to process the refund but the complainant has not till the date of filling of this reply provided with the bank account details of the refund. Following the cancellation, the said unit pursuant to the application form dated 16.06.2025 was duly allotted to a bona fide purchaser, Ms. Shilpa, on the terms and conditions contained in the agreement for sale dated 24.06.2025. Now, the question before the Authority is whether the cancellation issued vide letter dated 13.05.2025 is valid or not.

12. On consideration of documents available on record and submissions made by both the parties, it is determined that as per the construction linked payment plan agreed between the parties vide buyer's agreement dated 27.09.2022, the complainant was obligated to pay an amount of Rs.7,72,192/- at the stage of "completion of internal electrical conduct work & plumbing, but the complainant paid only an amount of Rs.5,14,794/- towards the same on 27.11.2023. Thereafter, despite receipt of multiple demand letters and reminders towards the above said pending amount as well the outstanding dues towards the subsequent stage of construction, the complainant failed to discharge his contractual obligation. As per

record, the complainant has paid only an amount of Rs.74,64,514/- against the sale consideration of Rs.1,02,95,880/- and no payment was made by the complainant post November 2023 till cancellation of the unit. The Authority observes that as per the buyer's agreement, the due date of possession was 31.12.2024 whereas, the occupation certificate for the project in question was obtained by the respondent from the competent authority on 09.10.2024 i.e. well before the due date of possession. Subsequently, the respondent vide email dated 11.10.2024, intimated the complainant regarding receipt of OC with request for completion of registry/possession formalities. The said letter can be termed as a valid offer of possession and the complainant was obligated to comply with the said request. Thereafter, the respondent sent numerous reminders to the complainant for payment of outstanding dues in terms of the payment plan agreed between the parties vide buyer's agreement dated 27.09.2022. However, the complainant did not come forward to clear the outstanding dues, therefore the respondent was constrained to issue pre-cancellation letter dated 03.05.2025 giving last and final opportunity to the complainant to comply with his obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide cancellation letter dated 13.05.2025. The Authority observes that Section 19(6) of the Act of 2016 casts an obligation on the allottee to make necessary payments in a timely manner. Considering the above as well as terms and conditions of the payment plan annexed with the buyer's agreement dated 27.09.2022, the cancellation of the unit is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money. The Hon'ble apex court of the land 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, has 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 farmed providing as under:

> ***"5. AMOUNT OF EARNEST MONEY***
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> *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."*

13. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, it is observed that the respondent was liable to refund the deposited amount after deducting 10% of the sale consideration being earnest money along with an interest at prescribed rate as prescribed under Rule 15 of the

Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation till actual refund of the amount within the timelines provided in Rule 16 of the Rules, 2017. It is further observed that where housing finance facility had been availed by the allottee from a financial institution, the respondent/promoter was required to first discharge the outstanding liability of the financial institution and ensure closure of the loan account, and thereafter refund the remaining balance to the allottee from the refundable amount.

14. The Authority observes that in the instant case, post cancellation of the unit, the respondent in obligation with the Godrej Housing Finance Limited has already cleared the financial liability against the unit in question and has refunded an amount of Rs.72,64,474/- to the financial institution, towards foreclosure of the home loan account availed by the complainant as evident from the foreclosure letters dated 27.06.2025 annexed with respondent's reply. The respondent has also provided details regarding the same in its reply in table format and the same the reproduced as under for ready reference:

Total Amount Paid	Rs. 89,64,514/-
Forfeiture Amount (10% of the BSP)	Rs. 9,80,559/-
Amount Refundable	Rs. 79,83,955/-
Amount Refunded	
To Bank (Godrej Housing Finance Ltd.)	Rs. 72,64,474/-
Payable to Complainant	Rs. 7,19,481/-

15. In light of the aforesaid, the Authority is satisfied that the respondent has lawfully deducted the earnest money in accordance with the provisions of the Act, 2016 and has duly discharged the outstanding financial liability

towards the financial institution. However, the respondent has failed to refund the balance refundable amount of Rs.7,19,481/- to the complainant till date. Consequently, the Authority finds it appropriate to award interest at the prescribed rate on the aforesaid balance refundable amount from the date of date of cancellation i.e. 13.05.2025, till its realization.

G. Directions of the authority

16. 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. The respondent is directed to refund the balance refundable amount of Rs.7,19,481/- along with an interest @10.80% p.a. on the said amount, from the of cancellation i.e. 13.05.2025, till its realization.

    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.

17. The complaint stands disposed of.

18. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026