

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

Complaint no. : 6938 of 2022  
Date of filing : 07.11.2022  
Date of decision : 27.05.2025

Carico Systems Pvt. Ltd. through its chairman  
Mr. Parvinder Singh Chhatwal  
R/o: E-1003 Prateek Wisteria Sector 77,  
Noida

**Complainant**

**Versus**

M/s Anand Divine Promoters Pvt. Ltd.  
Registered Address: 711/92 Deepali Nehru  
Place, New Delhi

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Vijay Kumar Goyal  
Shri Ashok Sangwan

**Chairman  
Member  
Member**

**APPEARANCE:**

Ms. Nidhi Nagpal (Advocate)  
Sh. Vinayak Gupta (Advocate)

**Counsel for Complainant  
Counsel for 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 provisions 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. N.	Heads	Information
1.	Name and location of the project	ATS "TRIUMPH", Sector 37 C, Gurugram, Haryana
2.	Nature of the project	Group Housing Colony
3.	Project area	10.144 acres
4.	DTCP License	63 of 2011 dated 16.07.2011 valid till 15.07.2019 10 of 2012 dated 03.02.2012 valid till 02.02.2020
5.	HRERA registered/ not registered	40 of 2019 dated 08.07.2019 valid up to 01.12.2019
6.	Application dated	28.02.219 (As per page 16 of the complaint)
7.	Date of execution of apartment buyer's agreement	16.04.2019 (As per page no. 15 of the complaint)
8.	Unit no.	8022 on 2 <sup>nd</sup> floor, Tower 08 (As per page no. 25 of the complaint)
9.	Super Area	3327 sq. mt. (As per page no. 25 of the complaint)
10.	Possession clause	<b>18.</b> <i>Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said apartment is proposed to be, offered by the Company to Allottee on or before 30 June 2019, plus three months of grace period from date of this agreement, subject always to timely payment of all charges including basic sale price, stamp duty, registration fees and other charges as stipulated herein or as may be demanded by the company from time to time in this regard.</i>

		(As per page 24 of the complaint)
11.	Due date of delivery of possession	30.09.2019 (Due date as per clause 18 i.e., 31.06.2019 + 3 months grace period) <b><i>Grace period of 3 months is allowed</i></b>
12.	Total consideration	Rs.2,08,89,911/- (As per page no. 35 of complaint)
13.	Total amount paid by the complainant	Rs. 2,19,93,626/- (As alleged by the complainant on page no. 6 of complaint)
14.	Reminders dated	14.08.2019, 23.03.2019 & 30.05.2019, 08.01.2020
15.	Occupation Certificate	28.05.2019 (As per page no. 45 of reply)
16.	Offer of possession	30.05.2019 (As per page no. 53 of reply)
17.	Email by respondent for extending due date of possession as March 2022	07.12.2021 [pg. 117 of complaint]

## B. Facts of the complaint

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

- That the respondent was developing a residential project under the name and style of 'ATS Triumph' on a piece of land admeasuring about 14.093 acres situated in village Dhanwapur, falling in Sector 104, Gurugram. In the said project, the complainant as allottee was desirous of purchasing a unit and was allotted the apartment no. 8022 on 2<sup>nd</sup> floor in tower no. 8 having super area of 3327 sq. ft. and 3 covered/open car parking spaces vide buyer agreement dated 16.04.2019.
- That the agreement noted that the total consideration for the apartment no. 8022 and parking spaces is ₹2,08,89,911/-. The agreement also noted that at the time of booking and signing of the agreement, the complainant

had already paid to the respondent a total amount of ₹22,32,143/-. Clause 18 of the agreement specified that the respondent shall handover the possession of the apartment no. 8022 to the complainant on 30.06.2019. Thereafter, as the consideration for apartment no. 8022 and 3 parking spaces.

- c. As mentioned hereinabove, the agreement stated the date of possession to be 30.06.2019 however, despite complete payment of complete sale consideration and lapse of more than 3 years, the respondent has failed to provide possession to the complainant in violation of the terms of the buyer agreement. The complainant has been sending emails to the respondent since October 2020 following up for the possession however, the respondents and its representatives keep providing a new timeline for completion of apartment.
- d. In the year 2020, ICICI Prudential Venture Capital Fund Real Estate Scheme I had filed a petition being (IB)-1101(PB)/2020 before the Hon'ble National Company Law Tribunal, New Delhi against the respondent seeking initiation of insolvency proceedings against it. AIR professional was appointed in the said proceedings and the Complainant had filed its claim against the Respondent before the Ld. IR professional. However, later the applicant i.e. ICICI Prudential Venture Capital Fund Real Estate Scheme-I acting through its Investment Manager ICICI Prudential Asset Management Company Ltd. had entered into settlement agreement and filed an application under Section 12A of IBC, 2016 read with Regulation 30A of IBBI (CIRP) Regulations, 2016 before the Hon'ble NCLT for withdrawal of CIRP against the corporate debtor on 18.05.2022. The aforesaid application was listed before the Hon'ble NCLT on



25.05.2022 for hearing and the Hon'ble NCLT was pleased to allow the withdrawal of CIRP against the Corporate Debtor and therefore, M/s Anand Divine Developers Private Limited has been removed from the clutches of CIR Process.

- e. On 04.12.2021, the complainant sent an email to the respondent stating that they were finally promised possession of flats by end of November 2021 after much delay. However, vide an email dated 07.12.2021, the respondent stated that it is unable to progress due to material and manpower constraints. The respondent further stated that the flats will be handed over by March 2022. Thereafter, the complainant sent another email on 11.04.2022 following up regarding the possession of the apartments to the complainant but no response to the same was received from the respondent. However, the complainant has neither received a possession letter from the respondent nor any communication regarding the same.
- f. The complainant is therefore before this hon'ble authority seeking directions to the respondent to immediately deliver the possession of apartment no. 8022 and for payment of interest at the prescribed rate for delayed period of handing over the possession calculated from the date of delivery of possession till the actual date of handing over the possession of the aforementioned apartment.
- g. The cause of action for the present complaint arose on different dates and moreover is in nature of a continuing cause of action. The cause of action arose on such dates when emails were exchanged between the complainant and the respondent regarding the failure of respondent to offer possession of the aforesaid apartment despite lapse of three years

and when the complainant made requests to the respondent to immediately handover the possession.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).
  - a. To direct the respondent to immediately deliver the possession of the apartment no. 8022 to the complainant;
  - b. To direct the respondent to pay interest at the prescribed rate for the delayed period of handing over the possession calculated from the date of delivery of possession till the actual date of handing over the possession of apartment no. 8022.
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.
  - a. That the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute i.e. clause 39 of the buyer's agreement. That the complainant has not approached this Hon'ble Forum with clean hands and has intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed by him maliciously with an ulterior motive and it is nothing but a sheer abuse of the process of law.
  - b. That the respondent is a reputed real estate company having immense goodwill, comprised of law abiding and peace-loving persons and has always believed in satisfaction of its customers. The respondent has

developed and delivered several prestigious projects in and around NCR region such as ATS Greens-I, ATS Greens-II, ATS Village, ATS Paradiso, ATS Advantage Phase-I & Phase-II, ATS One Hamlet, ATS Pristine, ATS Prelude & ATS Dolce and in these projects large number of families have already shifted after having taken possession and Resident Welfare Associations have been formed which are taking care of the day to day needs of the allottees of the respective projects.

- c. That the complainant, after checking the veracity of the project namely, 'ATS Triumph', Sector 104, Gurugram had applied for allotment of a residential unit and agreed to be bound by the terms and conditions of the documents executed by the parties to the complaint. It is submitted that based on the application of the complainant, unit no. 7031 on 3<sup>rd</sup> Floor in Tower no. 7 (3138 Sq. Ft.) was allotted to the complainant by the respondent.
- d. That the Buyer's Agreement was executed on 13.03.2019. It is pertinent to mention herein that the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred as the "Act"*) was not in force when the Agreement was entered into between the complainant and the respondent. The provisions of the Real Estate (Regulation and Development) Act, 2016 thus cannot be enforced retrospectively.
- e. That it was agreed that as per Clause 4 of the Buyer's Agreement, the consideration of Rs. 2,02,06,375/- was exclusive of other costs, charges including but not limited to EDC/IDC Charges, Maintenance Deposit, Power Back up, Electricity Meter Charges, stamp duty and registration charges, service tax, proportionate taxes and proportionate charges for provision of any other items/facilities. As per Clause 12 of the Buyer's



Agreement, timely payment by the complainant of the Basic Sale price and other charges as stipulated in the Payment plan was to be the essence of the agreement.

- f. That the possession of the unit was supposed to be offered to the complainant in accordance with the agreed terms and conditions of the Buyer's Agreement. It is submitted that Clause 18 of the Buyer's Agreement clearly states that *"Barring unforeseen circumstances and Force majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be offered by the Company to the Allottee on or before 30 September 2018, from the date of this agreement (hereinafter referred to as 'Stipulated Date'), subject always to timely payment of all amounts including the Basic Sale Price, Stamp Duty, Registration Fees and Other Charges as stipulated herein or as may be demanded by the Company from time to time in this regard."*
- g. That the possession of the unit was subject to the occurrence of the force majeure events. That it is pertinent to mention herein that the implementation of the said project was hampered due to non-payment of instalments by allottees on time and also due to the events and conditions which were beyond the control of the respondent and which have affected the materially affected the construction and progress of the project.
- h. The respondent had awarded the construction of the project to one of the leading construction companies of India. The said contractor/ company could not implement the entire project for approx. 7-8 months w.e.f from 9-10 November 2016 the day when the Central Government issued notification with regard to demonetization. During this period, the



contractor could not make payment to the labor in cash and as majority of casual labor force engaged in construction activities in India do not have bank accounts and are paid in cash on a daily basis. During Demonetization the cash withdrawal limit for companies was capped at Rs. 24,000 per week initially whereas cash payments to labor on a site of the magnitude of the project in question are Rs. 3-4 lakhs per day and the work at site got almost halted for 7-8 months as bulk of the labor being unpaid went to their hometowns, which resulted into shortage of labor. Hence the implementation of the project in question got delayed due on account of issues faced by contractor due to the said notification of Central Government.

- i. In last four successive years i.e. 2015-2016-2017-2018, Hon'ble National Green Tribunal has been passing orders to protect the environment of the country and especially the NCR region. The Hon'ble NGT had passed orders governing the entry and exit of vehicles in NCR region. Also, the Hon'ble NGT has passed orders with regard to phasing out the 10-year-old diesel vehicles from NCR. The pollution levels of NCR region have been quite high for couple of years at the time of change in weather in November every year. The Contractor of Respondent could not undertake construction for 3-4 months in compliance of the orders of Hon'ble National Green Tribunal. Due to following, there was a delay of 3-4 months as labor went back to their hometowns, which resulted in shortage of labor in April -May 2015, November- December 2016 and November- December 2017. The district administration issued the requisite directions in this regard.

- j. In view of the above, construction work remained very badly affected for 6-12 months due to the above stated major events and conditions which were beyond the control of the respondent and the said period is also required to be added for calculating the delivery date of possession. Several other allottees were in default of the agreed payment plan, and the payment of construction linked instalments was delayed or not made resulting in badly impacting and delaying the implementation of the entire project.
- k. Due to heavy rainfall in Gurugram in the year 2016 and unfavorable weather conditions, all the construction activities were badly affected as the whole town was waterlogged and gridlocked as a result of which the implementation of the project in question was delayed for many weeks. Even various institutions were ordered to be shut down/closed for many days during that year due to adverse/severe weather conditions.
- l. That the respondent after completing the construction of the unit in question, applied for the grant of the Occupation Certificate on 03.10.2016 and the same was granted by the concerned authorities on 28.05.2019. The respondent offered the possession of the unit to the complainant vide letter dated 20.08.2021. The complainant was intimated to remit the outstanding amount on the failure of which the delay penalty amount would accrue.
- m. That it is pertinent to state that the complainant has already been offered possession by the respondent company vide communication dated 20.08.2021 hence how can the complainant demand for interest on delayed possession? Complainant is now deliberately trying to

unnecessarily harass, pressurizing the respondent to submit to the unreasonable demands.

- n. That Copies of reminder letters dated 14.08.2019, 23.03.2019 & 30.05.2019 and 08.01.2020 for clearing the outstanding and taking the possession. The complainant was not coming forward to take the possession of the unit after remitting the due amount. The complainant is bound to take the physical possession of the unit after making payment towards the due amount along with interest and holding charges. That the complainant is a real estate investor who has invested his money in the project of the respondent with an intention to make profit in a short span of time. However, his calculations have gone wrong on account of slump in the real estate market and they are now deliberately trying to unnecessarily harass, pressurize and blackmail the respondent to submit to his unreasonable demands.
- o. That despite the abovementioned illegal conduct of the complainant the respondent company submits that the same is ready and willing to execute Conveyance Deed with the complainant. The Respondent Company denies all allegations of the Complaint as if set out herein ad seriatim and specifically denied unless specifically admitted hereinafter.
- p. That it is submitted that the complainant was intimated to pay the outstanding amount as per agreed terms and conditions as specified in Clause 12 of Builder Buyer Agreement dated 16.04.2019, on the failure of which the delay penalty amount would accrue. The complainant was not coming forward to take the possession of the unit after remitting the due amount. The complainant is bound to take the physical possession of the



unit after making payment towards the due amount along with interest and holding charges.

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 those undisputed documents and submissions made by the parties.
8. Written submissions filed by the parties are taken on record and considered by the Authority while deliberating upon the reliefs sought by the complainant.

**E. Jurisdiction of the authority**

9. 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**

10. 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**

11. 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 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) 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 complainants at a later stage.

**F. Findings on the relief sought by the complainant.**

**F.I. To direct the respondent to immediately deliver the possession of the apartment no. 8022 to the complainant;**

**F.II. To direct the respondent to pay interest at the prescribed rate for the delayed period of handing over the possession calculated from the date of delivery of possession till the actual date of handing over the possession of apartment no. 8022.**

13. The complainant intends to continue with the project and are seeking delay possession charges interest on the amount paid. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules:

*"Section 18: - Return of amount and compensation  
18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building. -  
in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or  
due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,  
he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the*

*amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

*(Emphasis*

*supplied)*

14. Clause 18 of the BBA provides for handing over of possession and is reproduced below:

*"Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said apartment is proposed to be, offered by the Company to Allottee on or before 30 June 2019, plus three months of grace period from date of this agreement, subject always to timely payment of all charges including basic sale price, stamp duty, registration fees and other charges as stipulated herein or as may be demanded by the company from time to time in this regard"*

15. **Due date of possession and admissibility of grace period:** As per clause 18 of the BBA, the possession of the allotted unit was supposed to be handed over before 30.06.2019. A grace period of 3 months is allowed being unqualified. Accordingly, the due date of possession comes out to be 30.09.2019. The occupation certificate for the project has been obtained from the competent authority on 28.05.2019.
16. **Payment of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges at the prescribed rate of interest. Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed 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]

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.

17. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, 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.
18. 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., 27.05.2025 is **9.10%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **11.10%**.
19. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(z) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default; the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*



19. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
20. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 18 of the buyer's agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 30.09.2019.
21. The complainant has sought relief of possession, notwithstanding the fact that the respondent purportedly offered possession of the subject unit on 28.05.2019, subsequent to the receipt of the occupation certificate from the competent authority on 30.05.2019. Upon examination, the Authority notes that despite the lapse of more than six years from the date of offer of possession, the respondent has failed to complete the unit, as evident from the respondent's own communication dated 07.12.2021, wherein additional time until March 2022 was sought due to prevailing shortages of material and manpower at the site. In light of the foregoing, the Authority is of the considered view that the offer of possession dated 28.05.2019 is rendered invalid, on the ground that the unit was not in a habitable condition at the time of such offer, notwithstanding the issuance of the occupation certificate. Accordingly, the offer of possession made by the respondent on 28.05.2019 stands set aside by the Authority for the reasons stated hereinabove.
22. The Authority further holds that there is delay on the part of the respondents to offer of possession of the allotted unit to the complainants as per the terms and conditions of the BBA. Accordingly, it is the failure of the



respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

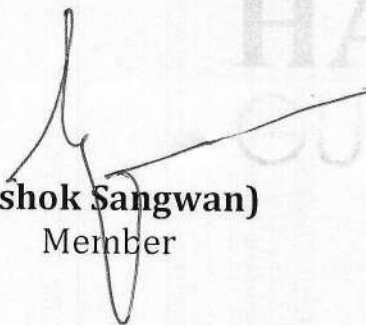
23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent/promoter is established. As such, the allottee shall be paid by the promoter interest for every month of delay from the due date of possession i.e., 30.09.2019 till actual handing over of possession or valid offer of possession plus two months issued by the respondent after March 2022, whichever is earlier at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.
24. Since the unit has not yet been handed over by the respondent to the complainant till date and occupation certificate has already been received back in 2019 therefore, the respondent is further directed to hand over the actual physical possession of the unit to the complainants within a period of 1 month and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016, further within two months on payment of stamp duty and registration charges as applicable

**G. Directions of the authority**

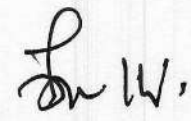
25. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- a. The respondent is directed to pay interest at the prescribed rate of 11.10% p.a. for every month of delay from due date of possession i.e., 30.09.2019 till actual handing over of possession or valid offer of possession plus two months issued by the respondent after March 2022,

whichever is earlier, at prescribed rate i.e., 11.10% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.


- b. The respondent is further directed to hand over the actual physical possession of the unit to the complainants within a period of 1 month and execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016, further within two months on payment of stamp duty and registration charges as applicable.
  - c. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
  - d. The respondents are directed to pay arrears of interest accrued within 90 days from the date of order of this order as per rule 16(2) of the rules.
  - e. The respondent shall not charge anything which is not the part of BBA.
26. Complaint stands disposed of.
27. File be consigned to registry.



**(Ashok Sangwan)**  
Member



**(Arun Kumar)**  
Chairperson



**(Vijay Kumar Goyal)**  
Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 27.05.2025**