

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

Complaint filed on:	19.01.2024
Order pronounced on:	04.09.2025

NAME OF THE BUILDER		M/s BPTP Limited & M/s Countrywide Promoters Private Limited	
PROJECT NAME		"Park Spacio"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/250/2024	Karanjit Nath and Vibha Dhaka V/S M/s BPTP Limited & M/s Countrywide Promoters Private Limited	Shri Sukhbir Yadav (Advocate)  Shri Harshit Batra (Advocate)
2.	CR/251/2024	Saroj Sharma V/S M/s BPTP Limited & M/s Countrywide Promoters Private Limited	Shri Sukhbir Yadav (Advocate)  Shri Harshit Batra (Advocate)

**CORAM:**

**Shri Vijay Kumar Goyal**

**Member**

**ORDER**

- This order shall dispose of both the complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottee as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "**Park Spacio**" being developed by the same respondent/promoter i.e., m/s BPTP Limited. The terms and conditions of the buyer's agreement against the allotment of units in the project of the respondents/builders and fulcrum of the issues involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delayed possession charges and others.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	Park Spacio at Sector - 37 D, Gurugram.
Occupation Certificate: - Not Obtained	
<b>Possession Clause: -</b> <b>3.1.</b> <i>Subject to Clause 10 herein or any other circumstances not anticipated and beyond the reasonable control of the Seller/Confirming Party and any restraints/restrictions from any courts/authorities and subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and having complied with all provisions, formalities, documentation, etc. as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, the Seller/Confirming Party proposes to hand over the possession of the Flat to the Purchaser(s) within a period of 36 months from the date of booking/registration of the Flat. The Purchaser(s) agrees and understands that the Seller / Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months, for applying and obtaining the occupation certificate in respect of the Colony from the Authority. The Seller / Confirming Party shall give Notice of Possession in writing to the Purchaser with regard to the handing over of possession, whereafter, within 30 days, the Purchaser(s) shall clear all his outstanding dues and complete documentary formalities and take physical possession of the Flat. In case, the Purchaser(s) raises any issue with respect to any demand, the same would not entitle to the Purchaser(s) for an extension of the time for taking over possession of the Flat.</i>	





Sr. No	Complain t No., Case Title, and Date of filing of complain t	Reply status	Unit No.	Date of execution of agreement to sell and Offer of possession	Due date of possession	Total Consideration /Total Amount paid by the complainants in Rs.
1.	CR/250/2024  Karanjit Nath & Vibha Dhaka V/S M/s BPTP Limited & M/s Countrywide Promoters Private Limited  Date of Filing of complaint 29.01.2024	Reply received on 25.07.2024	L-1202 on 12 <sup>th</sup> floor, Tower- L  Area admeasurin g 1800 sq. ft.  [As per page no. 80 of the complaint]	18.05.2011  (As per page no. 73 of the complaint)  Offer of possession: - 21.08.2020  (Page no. 133 of the complaint)	31.07.2014  [Calculated from date of booking i.e., 31.01.2011 + a grace period of 6 months is being granted unconditional]	TSC: - 77,20,660/- (As per page no. 131 of the complaint)  AP: - 62,63,249/- (As per SOA on page no. 131 of complaint)
2.	CR/251/2024  Saroj Sharma V/S M/s BPTP Limited & M/s Countrywide Promoters Private Limited  Date of Filing of complaint 29.01.2024	Reply received on 25.07.2024	Q-303 on 3 <sup>rd</sup> floor, Tower- Q  Area admeasurin g 1225 sq. ft.  [As per page no. 64 of the complaint]	05.04.2011  (As per page no. 55 of the complaint)  Offer of possession: - 29.01.2021  (As per page no. 108 of complaint)	23.02.2014  [Calculated from date of booking i.e., 23.08.2010 + a grace period of 6 months is being granted unconditional]	TSC: - 43,72,275/- (As per page no. 106 of the complaint)  AP: - 42,38,690/- (As per SOA on page no. 131 of complaint)

**The complainant in the above complaints have sought the following reliefs:**

1. Direct the respondent to pay delay possession charges with prescribed rate of interest.
2. Direct the respondent to handover possession of the fully developed/constructed flat/apartment with all amenities.

3. Direct the respondent to provide area calculation (carpet area, loading & super area).
4. Direct the respondent by restraining from charging all unreasonable demands under different heads in the offer of possession issued by them i.e. cost escalation, for increase in area, electrification and STP charges and GST, etc.
5. Direct the respondents by restraining the respondent from charging maintenance till the actual handover of the unit.
6. Direct the respondents by restraining the respondent(s) from asking indemnity/undertaking for possession of the flat (as language/ contents of undertaking indemnity/ undertaking format are contrary to law).

**Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:**

**Abbreviation Full form**

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement against the allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of handover the physical possession of the allotted unit along with delayed possession charges and others.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/250/2024 titled as Karanjit Nath & Vibha Dhaka vs M/s BPTP Limited** are being taken into consideration for determining the rights of the allottee(s) qua of handover the physical possession of the allotted unit along with delayed possession charges and others.

**A. Project and unit related details:**



7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

**CR/250/2024 titled as Karanjit Nath & Anr. vs M/s BPTP Limited**

Sr. No.	Particulars	Details
1.	Name of the project	"Park Spacio", Sector-37D, Gurugram
2.	Total area of the project	23.814 acres
3.	Nature of the project	Group Housing Complex
4.	DTCP license no.	83 of 2008 dated 05.04.2008 valid up to 04.04.2025
5.	Registered/not registered	Registered vide no. 300 of 2017 dated 13.10.2017 Valid up to 12.10.2020
6.	Unit no.	L-1202, 12th floor, Tower-L [Page 80 of complaint]
7.	Booking dated	31.01.2011 [Page 55 of complaint]
8.	Area of the unit	1800 sq. ft. [Page 80 of complaint]
9.	Date of execution of BBA	18.05.2011 [Page 73 of complaint]
10.	Nomination in name of complainant	23.01.2019 [Page 125 of complaint]
11.	Possession clause	<b>3. Possession</b> xxxx... as prescribed by the Seller/Confirming Party, whether under this Agreement or otherwise, from time to time, <b>the Seller/Confirming Party proposes to hand</b>

		<p><i>over the possession of the Flat to the Purchaser(s) within a period of 36 months from the date of booking/registration of the Flat. The Purchaser(s) agrees and understands that the Seller / Confirming Party shall be entitled to a grace period of 180 (One Hundred and Eighty) days, after the expiry of 36 months, for applying and obtaining the occupation certificate in respect of the Colony from the Authority.....XXXX</i></p> <p><i>(Emphasis supplied)</i></p> <p>[Page 84 of complaint]</p>
12.	Due date of possession	31.07.2014  <b>(Note: 36 months from date of booking i.e., 31.01.2011 + 6 months grace period is allowed unconditionally)</b>
13.	Sale consideration	Rs.77,20,670/-  [As per SOA at page 131 of complaint]
14.	Total amount paid by the complainant	Rs. 62,63,249/-  [As per SOA at page 131 of complaint]
15.	Occupation certificate	30.07.2020  [Page 152 of reply]
16.	Offer of possession	21.08.2020  [Page 133 of complaint]

#### B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint: -
- That in January 2011, the original allottees i.e., Mr. Rajesh Sharda and Indira Sharda received a marketing call from the office of the respondent(s) i.e., Mr. Anurag Kumar Gupta for booking in the residential project being developed by the respondent(s) in the name of "Park Spacio", situated in Sector - 37D Gurugram. The respondent(s) showed a



rosy picture of the said project and allured the original allottees through their lucrative advertisements. The opposite party announced the said project in the year 2010 which was to consist of a variety of floor plans ranging from 2 BHK units to 3 BHK units measuring 1000 sq. ft. to 1800 sq. ft. and several facilities and amenities like a grand 50,000 square feet club equipped with an Olympic-length swimming pool, a leisure pool, an indoor and outdoor gymnasium, a restaurant, a spa, a squash court, and much more to ensure maximum comfort and multiple recreational options for residents. It is pertinent to mention that the Hon'ble National Consumer Dispute Redressal Commission in *Ashok Kumar Shivpuri V. Ashok B. Chajjar, CMD, Arihant Enterprises (Arihant Super Structure Ltd.) Revision Petition No. 3152 of 2018*, [decided on 06.09.2019] has held that "...any assurance given in the brochure is the initial promise made based on which the flat purchaser decides whether to purchase the subject flat or not."

- b. Thereafter, the original allottees visited the office of the respondent(s) and the project site along with the agent of the respondent(s), and being allured by the representations of the marketing staff of the respondent(s) party, they decided to book a unit in the said project.
- c. That being relied on representation & assurances of the respondent(s), the original allottees decided to book an apartment/unit bearing no. L-1202 on the 12th Floor in tower-L in the project "Park Spacio" situated at Sector-37D, Gurugram measuring 1800 sq. ft. for a total sale consideration of Rs. 62,51,600/- under the construction linked payment plan, and on 31.01.2011, the original allottees applied for the booking by submitting an application form and by making the payment of Rs. 5,07,750/- through cheques bearing no. 002161 and 298724 dated

31.01.2011 drawn on ICICI Bank Limited and HDFC Bank respectively, and the respondent(s) issued the payment receipt for the said payments on 05.02.2011.

- d. On 21.03.2011, the original allottees made a payment of Rs. 2,52,652/- and Rs. 2,00,000/- against the installment of the booked unit following the payment plan opted by them, and the respondent(s) party issued the payment receipts for the said transactions on the same day i.e., 21.03.2011.
- e. On 10.05.2011, the respondent(s) party issued an allotment cum demand letter in favor of the original allottees, and in the said letter the respondent(s) confirmed the allotment of the unit no. L-1202 in L tower admeasuring super area of 1800 sq. ft. in the name of the original allottees. Furthermore, in the said allotment cum demand letter, the respondent(s) raised a demand of Rs. 9,32,685/-.
- f. On 18.05.2011, a pre-printed, arbitrary, unilateral, and ex-facie BBA was executed inter-se the original allottees i.e., Mr. Rajesh Sharda and Ms. Indira Sharda and the respondent(s) party. As per the possession clause of the said BBA, the respondent(s) were obligated to give possession of the original allottees' unit within 36 months from the date of booking of the flat. The booking of the unit in question was made on 31.01.2011, hence, the due date of possession comes out to be 31.01.2014. It is further pertinent to mention here that the respondent(s) have not given possession till today, and it has been more than 10 years since the due date of possession. Thereafter, on 31.08.2011, the original allottees made two payments in favor of the respondent(s) of Rs. 4,85,748/- and Rs. 1,00,000/-, and the payment receipts for the said payments were issued by the respondent(s) on the same day i.e., 31.08.2011.



- g. Thereafter, the original allottees kept on making the payments following the payment plan opted by them and in accordance with the demands as and when raised by the complainant. It is pertinent to mention here that the original allottees made 16 payments in between the period starting from 06.09.2011 to 29.12.2017, and paid a sum of Rs. 48,38,959/- in total.
- h. Furthermore, after the execution of the said BBA, on 23.01.2019, the complainants i.e., Karanjith Nath and Vibha Dhaka with permission and consent of the respondent/builder purchased the unit in question from the original allottees, and all their rights, payments made by them against the said unit were endorsed by the respondent(s) in favour of the complainants and this way, the complainants became the subsequent allottees/complainants. It is relevant to mention here that on 23.01.2019, the respondent(s) issued a nomination letter in favor of the complainants.
- i. After the endorsement, the complainants stepped into the shoes of the original allottees and continued to make further payments as per the payment plan against the unit bearing no: L-1202 on the 12<sup>th</sup> floor in tower-L of the Park Spacio project.
- j. The complainants kept on paying all the demands as and when raised by the respondent(s) party. The complainants made sure to make all the payments on time and never delayed any of the payments with respect to their unit. It was the respondent(s) who did not honor their obligation as the respondent(s) have failed to deliver the physical possession of the complainants' unit to them on or before the due date of possession i.e., 31.01.2014 and even in 2019.
- k. The complainants paid several visits to the project site and the sales office of the respondent(s) party to enquire about the possession of their unit, and also, made several telephonic communications, however, office

bearers of the respondent/builder kept on giving the lame excuses and never gave any satisfactory response. That despite several efforts made by the complainants, they never got any information with respect to the possession of their unit, hence all efforts went in vain.

- l. The complainants had availed a home loan of Rs. 59,85,000/- against Unit No. L-1202 on the 12<sup>th</sup> Floor in Tower-L, situated in the Park Spacio project of the respondent(s), therefore, on 08.04.2019, a tripartite agreement was executed inter-se the complainants, respondent(s) party, and Housing Development Finance Corporation Limited.
- m. On 17.08.2020, on request made by the complainants, the respondent(s) issued a statement of account for the complainants' unit bearing No. L-1202. It is germane to mention here that in the said statement of account, the respondent(s) increased the super area of the complainants' unit without any intimation and prior consent of the complainants. That as per the said statement of account, the total cost of the unit in question has also increased unnecessarily since the total consideration of the complainants' unit is Rs. 62,51,600/-. Moreover, the said statement of account shows that the complainants have paid a sum of Rs. 62,63,249/- in total, however, it is pertinent to mention here that as per the payment receipts issued by the respondent(s), the complainants have paid a sum of Rs. 64,09,734/- which is more than 100% of the total sale consideration i.e. Rs. 62,51,600/-.
- n. On 21.08.2020, the respondent(s) issued an offer of possession letter and the said letter contains several unreasonable demands under various heads i.e., "Cost Escalation" of Rs. 10,96,620/-, under the head "Electrification and STP Charges" of Rs. 1,49,200/- ( GST and other charges etc. Moreover, the respondent(s) increased the super area of the flat by 65 sq. ft. without any justification (The original super area was



1800 sq. ft. and the revised super area is 1865 sq. ft.). It is pertinent to mention here that the offer of possession contains illegal and unjustifiable demands, therefore not tenable in the eyes of the law, moreover, the respondent(s) asked for the execution of indemnity cum undertaking from the complainants. It is pertinent to mention that the contents of the indemnity cum undertaking are arbitrary and one-sided favoring the respondents. It is germane to mention here that the area increased by the respondent(s) arbitrarily is the root cause of the increased cost of the unit, therefore, the same is not acceptable in any manner.

- o. The complainants made several phone calls and visited several times to the office of the respondent(s), and requested to complete the project as per specifications and amenities as per BBA and Brochure, the complainants further requested to give justification for the increase in the area & unjustifiable demands raised by them in their offer of possession along with the Indemnity Bond cum undertaking. The complainants also requested to withdraw the unjustified demand on the pretext of Electrification & STP Charges, cost escalation, etc. but all went in vain, and till now the respondent(s) have not offered the possession of the flat as per the law and the flat is yet not ready for occupation. The complainants most humbly submit that they have not purchased four walls and a roof but have purchased the flat with amenities and without amenities, any offer of possession is not a valid offer of possession.
- p. The main grievance of the complainants in the present complaint is that despite the complainants having paid **more than 100%** of the actual cost of the flat and being ready and willing to pay the remaining amount (justified) (if any), the respondent(s) party failed to deliver the possession of flat on promised time.

- q. The work on other amenities, like external and internal services are not yet completed, and it has been more than 10 years now from the date of booking and even though the construction of the towers is not completed which clearly shows the negligence of the builder. As per project site conditions, it seems that the project would further take more than a year to complete in all respect, subject to the willingness of the respondent(s) to complete the project.
- r. That the complainants do not want to withdraw from the project. The promoter has not fulfilled his obligation therefore as per obligations on the promoter under section 18(1) proviso, the promoter is obligated to pay the interest at the prescribed rate for every month of delay till the handing over of the possession.

**C. Relief sought by the complainants: -**

9. The complainants have sought following relief(s):
- Direct the respondent to pay delay possession charges with prescribed rate of interest.
  - Direct the respondent to handover possession of the fully developed/constructed flat/apartment with all amenities.
  - Direct the respondent to provide area calculation (carpet area, loading & super area).
  - Direct the respondent by restraining from charging all unreasonable demands under different heads in the offer of possession issued by them i.e. cost escalation, for increase in area, electrification and STP charges and GST, etc.
  - Direct the respondents by restraining the respondent from charging maintenance till the actual handover of the unit.



- f. Direct the respondents by restraining the respondent(s) from asking indemnity/ undertaking for possession of the flat (as language/ contents of undertaking indemnity/ undertaking format are contrary to law.
10. 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:**

11. The respondent contested the complaint on the following grounds: -

- a. That the complainants have filed a consumer complaint bearing no. 13 of 2021 titled as Pankaj Goel & Ors. vs BPTP Ltd. which is still pending. That till the pendency of the said matter, the present proceedings cannot be carried out and are barred under the principle of *res sub judice*. That the respondents cannot be subjected to two parallel litigations for the same unit and the same alleged cause of action. Hence, the present complaint should be dismissed.
- b. That respondent no. 2 is merely a confirming party in the agreement endorsed in favour of the complainant. Moreover, no relief is sought against respondent no. 2 who is neither a necessary nor a proper party, therefore, it is most humbly prayed that the name of respondent no. 2 may kindly be deleted from the array of parties. That the name deletion of the respondent no. 2 will not affect/hamper the present proceedings in any manner.
- c. That the original allottees, namely, Rajesh Sharda and Indira Sharda, being interested in the group housing real estate development Project of the Respondents known under the name and style of "Spacio - Park Serene" located at Sector 37-D, Gurugram, Haryana (hereafter referred to as the "project") applied for the allotment of the unit vide an application

form dated 31.01.2011. That the project has all the necessary approvals and permissions. It was granted license no. 83 of 2008 and 94 of 2011 from Director, Town and Country Planning, Haryana (DTCP) and is also registered with the Hon'ble Authority vide registration no. 300 of 2017 dated 13.10.2017.

- d. Pursuant to booking in the said project, a unit bearing number L-1202, 12<sup>th</sup> Floor, Tower L, tentatively admeasuring 1800 sq. ft. (hereafter referred to as "unit") was allotted to the original allottees vide allotment letter dated 10.05.2011. That the original allottees consciously and wilfully opted for construction linked payment plan as per their choice for remittance of the sale consideration for the unit in question.
- e. At this stage, it is imperative to mention here that after the allotment of the unit in favour of the original allottees, a flat buyer's agreement dated 18.05.2011 was duly executed between the original allottees and the respondents (*hereafter referred to as "agreement"*). That the flat buyer's agreement was consciously and voluntarily executed between the parties and the terms and conditions of the same are binding on the parties.
- f. As per clause 3.1 of the Agreement, the due date of the offer of possession of the unit was 36 months from the date booking/registration of the flat along with a grace period of 180 days, subject however, to the *force majeure* circumstances, intervention of statutory authorities and the purchaser(s) making all payments within the stipulated period and complying with the terms and conditions of this agreement.
- g. At this stage, it is imperative to note that after the execution of the agreement dated 18.05.2011, the unit was endorsed in favour of the present complainant vide nomination letter dated 23.01.2019, that the complainant had purchased the above-noted unit only after going through the terms and conditions of the agreement dated 18.05.2011



executed between the original allottee and the respondents and after having complete knowledge regarding the status of the construction of the unit.

- h. At this stage that the unit was endorsed in favour of the complainant almost after 5 years from the due date of offer of possession of the unit, when the construction of the unit was near completion. Hence, before purchasing the unit from the original allottee, the complainant was very well aware of the status of the construction of the unit and the adverse effect of the force majeure circumstances being faced by the respondent.
- i. The due date of delivery of the unit was subjective in nature and was dependent on the *force majeure* circumstances beyond the control of the company and the purchaser/allottee complying with all the terms and conditions of the agreement along with timely payments of instalments of sale consideration. The construction of the unit was hampered due to and was subject to the happening of the *force majeure* and other circumstances beyond the control of the company, the benefit of which is bound to be given to the respondents in accordance with clause 10 of the agreement.
- j. At this stage, it is categorical to note that respondents was faced with certain *force majeure* events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab & Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc.
- k. The Environmental Pollution (Prevention and Control) Authority, NCR (EPCA) vide its notification bearing no. EPCA-R/2019/L-49 dated 25.10.2019 banned construction activity in NCR during night hours (6 pm

to 6 am) from 26.10.2019 to 30.10.2019 which was later on converted to complete ban from 1.11.2019 to 05.11.2019 by EPCA vide its notification bearing no. R/2019/L-53 dated 01.11.2019. That additionally, even before the normalcy could resume, the world was hit by the Covid-19 pandemic. That the covid-19 pandemic resulted in serious challenges to the project with no available labourers, contractors etc. for the construction of the Project. The Ministry of Home Affairs, GOI vide notification dated March 24, 2020 bearing no. 40-3/2020-DM-I(A) recognized that India was threatened with the spread of Covid-19 pandemic and ordered a completed lockdown in the entire country for an initial period of 21 days which started on March 25, 2020. Despite, after above stated obstructions, the nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. That the respondents had the right to suspend the construction of the project upon happening of circumstances beyond the control of the complainant as per clause 10 of the agreement, however, despite all the hardships faced by the respondents, the respondents did not suspend the construction and managed to keep the project afloat through all the adversities.

1. Furthermore, it needs to be seen that the development of the unit and the project as a whole is largely dependent on the fulfilment of the allottees in timely clearing their dues. That the due date of offer of possession was also dependent on the timely payment by the complainant, which, the complainant failed to do. The demands were raised as per the agreed payment plan however, despite the same, the complainant have delayed the payment against the unit. That the total sales consideration of the unit was Rs. 85,83,388/- out of which the complainant had/have only made payment of Rs. 62,63,249/-.



- m. It was the obligation of the complainant to make the payments as per the adopted payment plan and agreed terms and conditions of the agreement. That the timely payment of the sales consideration of the unit was the essence of the agreement executed between the parties as per clause 11.1 of the agreement. That in case of default by the complainant, the complainant bound to make the payment of interest.
- n. Various demand letters were raised as per the agreed payment plan however, the complainant had continuously delayed in making the due payments, upon which, various payment request letters and reminder notices were also served to the Complainant from time to time. That the *bonafide* of the Respondents is also essential to be highlighted at this instance, who had served request letters at every stage and reminder notices in case of non-payment.
- o. At this stage, it is imperative to mention here that even after various difficulties faced by the respondents due to the *force majeure* circumstances and delay in payments by the allottees like the complainant, the respondents were able to complete the construction of the unit and was thereby able to obtain the occupation certificate for the project on 30.07.2020.
- p. The occupation certificate was attained soon after the unit was endorsed/bought by to the complainant, hence, there is no delay whatsoever, for the present complainant. The complainant being a subsequent purchaser is not entitled for any relief whatsoever. That as is also noted above, it is a matter of fact and record that the complainant bought the unit after having due knowledge of all the facts and circumstances and the *force majeure* circumstances being faced by the respondents and after being completely satisfied with respect to the same, the unit was purchased by the complainant without any demur.

that the complainant bought the unit with open eyes after having inspected the unit and the entire project.

- q. After obtaining occupation certificate from the concerned authorities, the respondents had lawfully offered the possession of the unit to the complainant on 21.08.2020. At this stage, it is imperative to note that the offer of possession provided by the respondents for the possession of the unit was a valid offer of possession and all the charges levied upon the complainant by the respondents were as per the agreement executed between the parties.
- r. Additionally, as per clause 2.4(i) of the agreement, the complainant wilfully agreed that he shall not raise any claim, whatsoever against the respondents if the said increased or decrease in the unit is not more than 15%. That in the present scenario, only an increase of 3.5% has been witnessed (From 1800 sq. ft. to 1865 sq. ft.). It is imperative to note that the complainant, during the endorsement of the agreement dated 18.05.2011, agreed to pay the charges including but not limited to development charges, interest free maintenance charges, electric connection charges, administrative charges and any other charges which the respondents and maintenance service provider may demand for any additional services in addition to the basic sales price of the unit.
- s. Hence, all the claims put forth by the complainant in the present complaint are wrong and frivolous. That in light of the *bona fide* conduct of the respondents, no delay in the construction of the unit, the peaceful possession had already been offered to the complainant, non-existence of cause of action and the frivolous complaint filed by the complainant, this complaint is bound be dismissed with costs in favor of the respondents. Hence, the present complaint is liable to be dismissed.

**E. Jurisdiction of the Authority:**



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

**E.I. Territorial jurisdiction**

13. 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**

14. 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**

XXXX.....

(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.

15. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Findings on the objections raised by the respondent:****F.1 Objection regarding delay due to force majeure events.**

16. The respondent-promoter contends that the delay in the construction of the project was attributable to force majeure events, including the inordinate and excessive delay in construction such as restrictions and suspensions on construction imposed by various pollution control authorities in Haryana, , and various orders passed by the National Green Tribunal (NGT), lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and demonetization. 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 31.07.2014 (including a maximum extension of 6 months as grace period). The events such as various orders by NGT ban and environmental pollution board were for a shorter duration of time and were not continuous as there is a delay of more than 6 years and do not impact on the project being developed by the respondent. Thus, the promoters/respondents cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.
17. As far as delay in construction due to outbreak of Covid-19 is concerned, the lockdown came into effect on 23.03.2020 whereas the due date of handing over of possession was (21.04.2019) much prior to the event of outbreak of Covid-19 pandemic. Therefore, the authority is of the view that outbreak of a pandemic cannot be used as an excuse for non-performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession. Hence, the plea taken by the respondent stands rejected.



F.II. Objection regarding deletion regarding deletion of respondent no.2 from array of parties.

18. The respondent took a contention that respondent no. 2 is merely a confirming party in the agreement endorsed in favour of the complainant. Moreover, no relief is sought against respondent no. 2 who is neither a necessary nor a proper party.
19. The authority is of the view that the builder buyer's agreement was signed by the complainants and the respondent no. 1 and respondent no.2. In the builder buyer agreement, it was specifically mentioned that respondent no. 2 (confirming party) and respondent no. 1 (seller). While filing the complaint the complainant sought relief against M/s BPTP Limited, and M/s Countrywide Promoters Private Limited. On failure to fulfil their obligation to complete the project, the complainants approached the authority seeking relief of delayed possession charges against the allotted unit. A perusal of various documents placed on the record shows that respondent no.2 is confirming party to the agreement. However, it is not disputed that all the demands raised by the respondent no. 1 and all the receipt was issued of the unit in favour of the complainant was made by the respondent no. 1. The respondent no. 2 is neither necessary nor a proper party in the present complaint. Thus, the plea of the respondent no. 1 with regard to deletion of name of respondent no. 2 is hereby allowed.

**F.III Objection regarding the complaint is not barred under the principle of res sub judice.**

20. The respondent has raised an objection contending that the complainants have already instituted a consumer complaint bearing No. 13 of 2021 titled *Pankaj Goel & Ors. vs BPTP Ltd.*, which is presently pending adjudication before the Hon'ble National Consumer Disputes Redressal Commission (NCDRC). It was argued that during the pendency

of the said proceedings, the present complaint is barred under the doctrine of *res sub judice* as envisaged under Section 10 of the Code of Civil Procedure, 1908.

21. However, during the proceedings held on 04.09.2025, the counsel for the complainants placed on record a copy of the order dated 04.06.2025 passed by the Hon'ble NCDRC, whereby the deletion of the name of the present complainant(s) from the said consumer complaint has been allowed. In view of the said development, the objection raised by the respondent stands rendered infructuous.

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

**G.I Direct the respondent to pay delay possession charges with prescribed rate of interest.**

**G.II Direct the respondent to handover possession of the fully developed/constructed flat/apartment with all amenities.**

22. In the instant case instant case, the complainant wishes to continue with the project and is seeking DPC as provided under the proviso to sec 18(1) of the Act. Sec 18(1) proviso reads as under:

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,

....XXX.....

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.

23. The complainant-allottee has paid an amount of Rs. 62,63,249/- against the sale consideration of Rs. 77,20,670/- for the unit in question to the respondent.



24. The promoter has proposed to hand over the possession of the apartment within a period of 36 months (excluding a grace period of 6 months) from the date of booking/registration of flat. The period of 36 months with a grace period of 6 months expired on 31.07.2014 (calculated from date of date of booking i.e. 31.01.2011). Since in the present matter, the buyer's agreement incorporates unqualified reason for grace period/extended period in the possession clause. Accordingly, the authority allows this grace period of 6 months to the promoter at this stage.
25. As per documents available on record, respondent has offered the possession of the allotted unit on 21.08.2020 after obtaining the occupation certificate from the competent authority on 30.07.2020. The complainant took a plea that offer of possession was to be made in 2014, but the respondent has failed to handover the physical possession of the allotted unit within stipulated time frame.
26. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is continuing with the project and seeking delay possession charges. However, proviso to section 18 of the Act 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 the possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules has been reproduced as under:

*Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]*

- (1) *For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates*

*which the State Bank of India may fix from time to time for lending to the general public.*

27. 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.
28. 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., 04.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
29. The definition of term 'interest' as defined under section 2(za) 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:
 

*"(za) "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—*

  - (i) 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;*
  - (ii) 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;"*
30. 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 3 of the buyer's agreement executed between the parties on 18.05.2011, and the due date of as per



buyer's agreement as 31.07.2014. Occupation certificate was granted by the concerned authority on 30.07.2020 and thereafter, the possession of the subject flat was offered to the complainant on 21.08.2020. Copies of the same have been placed on record. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 18.05.2011 to hand over the physical possession within the stipulated period.

31. However, the respondent vide proceedings dated 04.09.2025 has also raised a contention that the complainant, being a nominee or subsequent allottee, has merely stepped into the shoes of the original allottee, and as such, is entitled to claim delayed possession charges only from the date of nomination. However, it is an undisputed fact on record that the respondent failed to hand over possession of the subject unit by the agreed-upon date as stipulated in the buyer's agreement. This non-delivery of possession constitutes a clear breach of the contractual obligations imposed under clause 3 of the buyer's agreement by the respondent/promoter.
32. It is a settled principle that the right to claim delayed possession charges emanates from the promoter's failure to deliver possession within the contractually stipulated period, and such right accrues to the allottee whether original or substituted by virtue of the statutory framework and contractual terms. Therefore, the complainant, having stepped into the shoes of the original allottee, is legally entitled to claim delayed possession charges from the original due date of possession. In view of the above, the contention raised by the respondent is devoid of merit and stands rejected.

33. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 30.07.2020. The respondent offered the possession of the unit in question to the complainant only on 21.08.2025, so it can be said that the complainant came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.
34. The authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the unit which is allotted to him and for which he has paid a considerable amount of money towards the sale consideration. It is also to mention that complainant has paid more than 100% of sale consideration.
35. The promoter is responsible for all the obligations, responsibilities and functions under the provisions of the Act, or the rules and regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as they wish to continue with the project, without prejudice to any other remedy available, to pay the delay



possession charges on amount received by him in respect of the unit with interest at such rate as may be prescribed.

36. In the **CR/250/2024**, the original allottee was allotted a unit vide booking dated 31.01.2011 and thereafter the original allottee sold the subject unit to subsequent allottee being the complainants herein and the same was acknowledged by the respondent vide nomination letter dated 23.01.2019. Therefore, the complainants stepped into the shoes of original allottee on **23.01.2019** i.e., after the due date i.e., it simply means that the complainants were well aware about the fact that the construction of the tower where the subject unit is situated has not been completed and occupation certificate qua that part of the project is yet to be obtained. However, the complainants still choose to proceed with project voluntarily which means that the complainant had accepted the factum of the delay. Moreover, they have not suffered any delay as the subsequent allottees/complainants herein came into picture only on 23.01.2019 when the subject unit was endorsed in their favour. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainants from the date of nomination dated 23.01.2019 i.e., date on which the complainant stepped into the shoes of the original allottee.
37. However, in **CR/251/2024**, the original allottee was allotted a unit vide booking dated 23.08.2010 and thereafter the original allottee sold the subject unit to subsequent allottee being the complainant herein and the same was acknowledged by the respondent vide nomination letter dated 07.02.2012. Therefore, the complainants stepped into the shoes of original allottee on **07.02.2012** i.e., before the due date i.e., it simply means that the complainant was well aware about the fact that the construction of the tower where the subject unit is situated will be

inordinately delayed and will not be handed over before or on the due date as the stipulated date for offer of possession was 23.02.2014. Hence, in such an eventuality and in the interest of natural justice, delay possession charges can only be granted to the complainants from the due date of possession i.e., 23.02.2014. Furthermore, in the instant case an amount of Rs.4,42,674/- has been given to the complainant as loyalty bonus. In view of this an amount of Rs. 4,42,674/- shall be deducted from the amount due in lieu of delayed possession charges.

38. Also, the Authority is of considered view that there is delay on the part of the respondents/promoter to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement in above- mentioned both cases. 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.
39. The following table concludes the time period for allottees are entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:

S.no.	Complaint no.	Due date of possession	Nomination in favor of complainant	Intimation for offer of possession	Period for which the complainant is entitled to DPC
1.	CR/250/2024	23.02.2014	23.01.2019	21.08.2020	w.e.f. 23.01.2019 till 21.08.2020
2.	CR/251/2024	23.02.2014	07.02.2012	29.01.2021	w.e.f. 23.02.2014 till 29.01.2021

40. 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





is established. As such, the complainant is entitled delayed possession charges at the prescribed rate of interest i.e., @ 10.85% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%).

**G.III Direct the respondent to provide area calculation (carpet area, loading & super area).**

41. In view of the fact that the area of the unit has been increased by 3.5%, as reflected in the offer of possession dated 21.08.2020, the respondent is hereby directed to issue a revised calculation reflecting the said increase in area.

G.IV Direct the respondent by restraining from charging all unreasonable demands under different heads in the offer of possession issued by them i.e. cost escalation, for increase in area, electrification and STP charges and GST, etc.

42. The complainant has contended about various illegal charges raised by the respondent-promoter in its offer of possession letter dated 21.08.2020 detailed as under:

S. No.	Particulars	Amount (Rs.)
1.	Demand towards cost escalation on increase in area	10,96,620/-
2.	Electrification and STP Charges	1,49,200/-
3.	GST (As applicable)	2,72,260/-

43. It is pleaded that out of the above-mentioned charges detailed, there is no basis to demand charges against increase in area, electrification and STP charges and GST. Though demand under the heading cost escalation

has been mentioned as Rs.10,96,620/-on increase in area from 1800 sq. ft. to 1865 sq. ft. A buyer's agreement w.r.t allotted unit was executed between the original allottee and the respondent on 18.05.2011 and clause 2.4(i) provides with regard to major alteration/modification resulting in excess of +/- 15% change in the super area of the apartment or material/ substantial change in the sole opinion of and as determined by the developer/company. A reference to clause 9.2 of the agreement must detail as under:

*Any increase or decrease in the Sale Consideration, on the basis of increase or decrease in the Super Area of the Flat, shall be payable or refunded as the case may be without any interest thereon and at the same rate as agreed above. No other claim, whatsoever, monetary or otherwise shall lie against the Seller/Confirming Party by the Purchaser(s). In case, there is a variation of more than +/-15% in the agreed Super Area as contained in Para 2.1 above and the Purchaser(s) is un-willing to accept the changed Super Area by way of refusing to pay the enhanced Sale Consideration or by accepting the refund for the changed Super Area, then the allotment shall automatically be treated as terminated and the payments received against the Sale Consideration of the Flat shall be refunded with simple interest at the rate of 6% per annum except for the Non-Refundable Amounts. The Non-Refundable Amounts shall not be payable to the Purchaser(s) on the termination of the Agreement as contained herein. The termination of this Agreement will be automatic and the Seller will be entitled to sell the Flat to any other person and in this regard no other compensation of any nature whatsoever shall be demanded by the Purchaser(s) from the Seller/Confirming Party.*

44. It is not disputed that the due date for completion of the project has already expired on 31.07.2014 and occupation certificate has received on 30.07.2020. The impugned demand against the above-mentioned head was raised vide letter dated 21.08.2020 and the same is as per the above-mentioned provision of the buyer's agreement. If the complainants have any objection against the proposed change/increase, then have right to challenge the same within the period stipulated as per buyers' agreement. However, the respondent-builder is also duty bound



to explain that increase in the super area of the unit vis a vis the project before raising such demand.

45. Considering the above-mentioned facts, the Authority observes that the respondent has increased the super area of the flat from 1800 sq. ft. to 1865 sq. ft. vide offer of possession dated 21.08.2020 with increase in area of 65 sq. ft. i.e., 3.5%. Hence, the respondent can charge from the complainant only on account of increase in the super area up to 15% as per clause 2.4(i) of the buyer's agreement after providing proper justification and specific details regarding the increase in the super area/carpet area.

- **GST charges:**

46. It is contended on behalf of the complainant that vide letter dated 21.08.2020 the respondent raised a demand for a sum of Rs.2,72,260/ on account of balance GST. The possession of the subject unit was required to be delivered by 27.09.2020 and the incidence of GST came into operation thereafter on 01.07.2017. The authority is of view that the due date of possession is before 01.07.2017 i.e., date of coming into force of GST, the builder is entitled for charging GST w.e.f. 01.07.2017. The promoter shall charge GST from the allottees where the same was leviable, at the applicable rate, the respondent-builder has to pass on the benefit of input tax credit to allottees as per applicable GST rules subject to furnishing of such proof of payments and relevant details.

- **Electrification and STP Charges, etc:**

47. The respondent shall not charge anything which is not part of buyer's agreement.

**G.V Direct the respondents by restraining the respondent from charging maintenance till the actual handover of the unit.**

48. The complainants raised an objection towards the amount raised towards maintenance charges. This issue has already been dealt with by

the Authority in complaint bearing no. **4031 of 2019 titled as "Varun Gupta Vs. Emaar MGF Land Limited"** decided on **12.08.2021**, wherein it was held that the respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year.

49. Also, as per clause 7.7 of the buyer's agreement the complainants agreed to pay the maintenance charges within 15 days of the demand on the offer of possession even if the unit is not occupied. The relevant clause of the buyer's agreement is extracted below:

*7.7 In The Purchaser(s) is aware that they are agreeing to purchase the Flat in the Colony on the specific understanding and undertaking by him/them that Purchaser(s) shall always and all times be liable for payment of maintenance charges for use of common facilities as decided by the Seller or the Maintenance Service Provider as the case may be within 15 days of the demand on the offer of possession even if the Purchaser(s) is not occupying and using or has delayed in taking over the possession of the Flat for any reason whatsoever.*

50. Hence, the respondent is well within his rights to charge for the maintenance as per the agreed terms of the buyer's agreement.

**G.VI Direct the respondents by restraining the respondent(s) from asking indemnity/ undertaking for possession of the flat (as language/ contents of undertaking indemnity/ undertaking format are contrary to law.**

51. The respondent is directed not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019 titled as Varun Gupta V. Emaar MGF Land Ltd.**



52. 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 allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. As the respondent has already made an offer of possession on 21.08.2020 thus the respondent is obligated to get the conveyance deed executed within 90 days from handing over of possession.

#### **H. Directions of the Authority:**

53. 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 pay delay possession charges to the complainant(s) against the paid-up amount at the prescribed rate of interest i.e. 10.85% p.a. for from the date of nomination letter i.e., 23.01.2019 till the date of offer of possession i.e., 21.08.2020 plus two months or actual handing over of possession whichever is earlier as per section 18(1) of the Act of 2016 read with rule 15 of the rules in **CR/250/2024** as described in para 39 of this order.
- ii. The respondent is directed to pay delay possession charges to the complainant against the paid-up amount at the prescribed rate of interest i.e. 10.85% p.a. for from the due date of possession i.e., 23.02.2014 till the date of offer of possession i.e., 29.01.2021 plus two months or actual handing over of possession whichever is earlier as per section 18(1) of the Act of 2016 read with rule 15 of the rules in **CR/251/2024** as described in para 39 of this order.

after deducting an amount of Rs. 4,42,674/- already paid to the complainant towards loyalty bonus.

- iii. The respondent is directed to not to charge anything which is not part of the buyer's agreement.
  - iv. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
54. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
55. Complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
56. File be consigned to registry.

  
(Vijay Kumar Goyal)

Member

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 04.09.2025**

**HARERA**  
**GURUGRAM**