

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

Complaint no. : 1371 of 2024
Date of filing complaint: 22.04.2024
Date of decision : 04.07.2025

Vibha Puri Dass & Anita Sethi through Power of Attorney
holder, Sh. Rajan Kashyap
R/o - House No. 131, Sector 10, Chandigarh - 134109

Complainant

Versus

M/s. Mapplehill Credit Holdings and Leasing Limited
Registered office: F-79/18, Sainik Farms, New Delhi -
110062
Corporate office: MVL I-Park, 6th Floor, Near Red Cross
Society, Chandan Nagar, Sector 15, Part-II, Gurgaon
(Haryana)

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Vinayak Gupta (Advocate)

Complainant

Shri Rohit Mahla (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale executed inter se.

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of the project	MVL i Park, Near Red Cross Society, Chandan Nagar, Sector 15(2), Gurgaon-122001
2.	Nature of project	Commercial project
3.	RERA registered/not registered	Not registered
4.	IT/Cyber space no.	607, 6 th floor (Page 33 of complaint)
5.	Unit measuring	779 sq. ft. super area (Page 33 of complaint)
6.	Date of booking	28.07.2011
7.	Date of buyer agreement	08.08.2011 (Page 31 of complaint)
8.	Possession clause	Not mentioned in buyer's agreement
9.	Due date of possession	Cannot be ascertained
10.	Total sale consideration	Rs. 34,27,600 /- (Page 33 of complaint)
11.	Total amount paid by the complainant	Rs.34,27,600/- (Page 34 of complaint)
12.	Occupation certificate	12.03.2011 (Page 12 of reply)
13.	Offer of possession	Not offered
14.	Death certificate of original allottee i.e., Vimla Puri	05.04.2013 (page 55 of complaint)
15.	Copy of will in favour of complainant herein (3/4 share to daughter Vibha Puri Das and ¼ share to daughter Anita Sethi	13.11.2011 (Page 64 of complaint)

16.	Legal notice	Requested to transfer the share of legal heir as per will (page 66-68 of complaint)
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B. Facts of the complaint:

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

- i. That the original allottee i.e., Late Smt. Vimla Puri in month of July 2011, came across one IT/Cyber Space No. 607, 6th Floor, MVL I park, Near Red Cross Society, Chandan Nagar, Sector 15(II), Gurgaon - 122001 admeasuring super area of 779 sq. ft. and accordingly deposited amount of Rs.34,27,600/- vide demand draft no. 639495 dated 27.07.2011 with the respondent developer. Accordingly, respondent developer issued payment receipt no. 082 dated 28.07.2011.
- ii. That thereafter, buyer's agreement was executed between the complainant and Late Smt. Vimla Puri on 08.08.2011 according to which the total sale consideration of the abovementioned IT/cyber space was Rs.34,27,600/- i.e., @ Rs.4400/- per sq. ft. As per the buyer's agreement, the respondent entered into a lease agreement in respect to the property in question with MVL Telecom Ltd.
- iii. That the original complainant i.e., Late Smt. Vimla Puri expired on 02.04.2013.
- iv. That on 29.09.2015, respondent developer despite obtaining necessary approvals from the concerned authority i.e., part completion certificate/part occupation certificate/completion/occupation certificate of the project asked the complainants to take possession of IT/cyber space by 31.12.2015.

- v. That on 20.11.2015, respondent developer again asked the complainants to take illegal possession of IT/cyber space on 31.12.2015.
- vi. That the complainants refrained from taking actual physical possession of IT/cyber space on 31.12.2015 as the property in question was not properly developed and far from running any commercial activity and did not have any legal entity.
- vii. That on 02.01.2016, respondent developer yet again asked the complainants to take illegal possession of IT/cyber space.
- viii. That thereafter, complainants paid following amounts as Maintenance & Electricity expenses, details of which are as under:

Date	Description	Amount (Rs.)
21.08.2020	Electricity Fixed Charges	38,201/-
21.08.2020	Electricity Fixed Charges	1,14,600/-
26.08.2020	Maintenance Charges	22,500/-
26.08.2020	Advance AC Repair Services	7,500/-
	TOTAL	1,82,801/-

- ix. That after death of Late Smt. Vimla Puri, her two daughters i.e. Anita Sethi & Vibha Puri Dass vide letter dated 16.06.2017 asked the respondent developer for replacing their name in place of their deceased mother as owner of IT/Cyber Space No. 607, 6th Floor, MVL ipark, New Red Cross Society, Chandan Nagar, Sector 15(II), Gurgaon – 122001.
- x. That on 01.02.2017, the complainants i.e., Anita Sethi & Vibha Puri served legal notice upon the respondent developer to transfer the property in their name in place of their deceased mother in light of will dated 13.11.2011 executed by her during her life time, according to which Vibha Puri Dass has 3/4th share and Anita Sethi has 1/4th share in the property.

- xi. That the complainants thereafter, gave Undertaking/Indemnity for their name replacement to the respondent developer on 16.06.2017. In the above-mentioned undertaking/indemnity, the complainant intimated the respondent developer that the court of Ld. Civil Judge (Jr. Div.), Gurgaon has passed a judgment dated 03.09.2016 in Civil Suit No. 70/2016 titled as "Anita Sethi & Anr. vs. Meena Kashyap" that on the basis of will dated 13.11.2011 of Late Smt. Vimla Puri and other related documents, Vibha Puri Dass has 3/4th share and Anita Sethi has 1/4th share in the property.
- xii. That thereafter, "Maintenance and Service Agreement" dated 02.09.2017 was signed by the respondent developer and M/s Edifice Facility Management Private Limited (Maintenance Agency) and the same was sent to complainants for signatures. A perusal of clause 3.3 of the abovementioned agreement shows that the complainants shall pay Interest Free Maintenance Security Deposit (IFMSD) of Rs. 1,77,612/- for 12 months @ Rs. 19/- per sq. ft. and the same rate will continue in future also. Further, as per clause 3.3.2 of the abovementioned agreement, the complainants have been asked to pay "Sinking Fund Charge" @ Rs. 1089/- per sq. ft. towards cost of replacement, refurbishment, major repairs etc. of structures, plants and equipment etc. installed in the complex where the IT/cyber space is located. It has been further mentioned in the said clause that failure to deposit sinking fund in time will automatically attract penal interest @18% per annum simple interest for first 3 months and thereafter @24% per annum compounded monthly from the due date mentioned in demand/invoice.

- xiii. That the complainants being apprehensive about the illegal and unrealistic approach of the respondent developer refused to sign the "Maintenance and Service Agreement" dated 02.09.2017.
- xiv. That thereafter, the complainants received letter dated 02.09.2017 issued by respondent developer whereby an amount of Rs. 8,48,331/- was demanded under the head "Sinking Fund Charge" @ Rs. 1089/- per sq. ft.
- xv. That being aggrieved, the complainants served legal notice upon the respondent developer on 29.11.2017 calling upon to immediately withdraw "Sinking Fund Charge".
- xvi. That in the meanwhile, vide letter dated 14.03.2018, the complainants requested the respondent developer to segregate the floor as they wanted to lease the property. Complainants executed Lease Agreement with M/s. Creative Pools Estates Pvt. Ltd. on 15.03.2018.
- xvii. That accordingly, in view of above, the complainants vide letter dated 02.04.2018 requested the respondent company to request the approval of lease Agreement dated 15.03.2018 and also sought remittance of outstanding rent to be received from the respondent for preceding year.
- xviii. That being aggrieved against the illegal demand of "Sinking Fund Charge", the complainants submitted a representation to the then Chairman, RERA, Panchkula who while taking cognizance, sought explanation from the respondent developer. In reply to the said representation, the respondent developer vide letter dated 05.07.2019 gave a vague reply to the then Chairman, RERA, Panchkula but refrained to address the issue of "Sinking Fund Charge".

- xix. That the complainants made several representations to respondent developer to transfer the property, consequential rent and lease, settlement of dues and segregate the floor as they wanted to lease the property but the respondent developer failed to pay any heed to the complainants and simply kept on ignoring the same.
- xx. That yet again left with no alternative, the complainants served another legal notice dated 22.12.2022 upon the respondent developer.
- xxi. That now the respondent company has yet again vide letter dated 24.11.2023 has asked the complainant to sign illegal "Maintenance Agreement" and get the sale deed executed simultaneously.
- xxii. That the complainant visited the project in the month of December 2023 and was shocked to know that the construction activities on the site was at halt and the project was far from completion. The complainant found that there is no intent whatsoever to hand over actual physical legal possession of the booked IT/cyber space despite passage of more than 13 years since the time of allotment. That on recent visits on the site of the project in question, it transpired that said property is not in a deliverable condition and are far from being offered to be delivered. Hence, the present complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. Direct the respondent to refund amount of Rs. 36,10,401/- to the complainants;
 - ii. Direct the respondent to pay interest on delayed possession for more than 7 years as per Rule 15 of the Rules, 2017 since 08.08.2011 to the complainants;

- iii. Direct the charging of "Sinking Fund Charge" as illegal and contrary to terms and conditions agreed between the parties as per Buyer's Agreement dated 08.08.2011;
 - iv. To direct the respondent to Pay Rs. 5,00,000/- as part of damages to the complainant on account of mental agony, torture and harassment
 - v. Direct the respondent to Pay Rs.5,00,000/- as compensation to the complainant as part of deficiency of service on your part;
 - vi. Direct the respondent to refund of all legal cost of Rs. 1,00,000/- incurred by the complainant.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4)(a) of the Act to plead guilty or not to plead guilty.

D. Reply by respondent:

6. The respondent made the following submissions in its reply:
- i. The captioned complaint is liable to be dismissed with exemplary cost as the reliefs sought for are not maintainable and does not fall within the ambit of the Act.
 - ii. The captioned complaint is liable to be dismissed as Section 3 of the said Act envisages registration of "Ongoing Projects" and "Projects for which the Completion certificate has not been issued". In the present case, MVL I-Park, situated at Khasara No.11/3/1/1, 8/1/1/1, 8/1/2, 13/1, Revenue Estate Village Sliokhara, Gurugram (hereinafter referred to as "sald Project"), was completed in the year 2011 and has also received Occupation Certificate / Completion Certificate on 12.03.2011, from the competent authority Le, Senior Town Planner, Gurgaon Circle, Gurugram. It is pertinent to point out that as the said Project received the Occupation Certificate/Completion Certificate on 12.03.2011

approximately five (5) years prior to the said Act coming into force. Therefore, this Regulatory Authority does not have the jurisdiction to adjudicate complaints with respect to the said Project where the Occupation Certificate/Completion Certificate has been received.

- iii. The captioned Complaint is liable to be dismissed, as the said Project does not fall within the definition of "Ongoing Project". Rule 2(1)(0) of the Haryana Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred to as "said Rules") defines "Ongoing Project" as under:

"on going project" means a project for which a license was issued for the development under the Haryana Development and Regulation of Urban Area Act, 1975 on or before the 1 May, 2017 and where development works yet to be completed on the said date, but does not include:

- (i) *any project for which after completion of development works, an application under Rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976 or under sub code 4.10 of the Haryana Building Code, 2017, as the case may be, is made to the Competent Authority on or before publication of these rules and*
- (ii) *that part of any project for which part completion/ completion, **occupation certificate or part thereof has been granted on or before publication of these rules.**"*
- iv. It is submitted that the said Rules were published on 28.04.2017, and the Respondent Company had received the Occupation Certificate/Completion Certificate for the said Project on 12.03.2011, itself – i.e. approximately six (6) years before the publication of the said Rules. Thus, in terms of both the said Act and the said Rules, the said Project is not an ongoing project and thus, this Regulatory Authority does not have jurisdiction to entertain such complaints.
- v. The captioned Complaint is liable to be dismissed, as the Buyers Agreement executed between the Complainant and Respondent is dated

08.08.2011 (hereinafter referred to as "Buyers Agreement") - i.e., 5 years (approx.) before 01.05.2016 i.e., date on which the said Act, came into force. The provisions of said Act would not be applicable on a Buyers Agreement executed 5 years prior to the coming into force of said Act and the Buyers Agreement would not be governed by the said Act.

- vi. The captioned Complaint is liable to be dismissed, as the Complainant is patently guilty of suppressio veri suggestio falsi. The Complainant has not come before this Regulatory Authority with clean hands. The Complainant has deliberately concealed and suppressed the fact that the Complainant has till date been paid lease / rent to the tune of Rs. 21 Lacs Approximately and has not paid dues of approximately Rs 8,00,000/- (Rupees Eight Lacs) comprising of total dues payable to the Respondent Company till 15.07.2024, and property tax to be paid to the Municipal Corporation, Gurugram till March, 2017. Additionally, the Complainant has failed to execute the maintenance agreement as envisaged by the Buyers Agreement. The various failure and inaction of the Complainant has resulted in the non-execution of the sale deed as has been explained in the present reply.
- vii. In terms of the Buyers Agreement executed between the Complainant and the Respondent Company the relevant clauses of the Buyers Agreement are provided hereunder for a ready reference:

- i. The Purchasers allotment and right to use and occupy the Unit shall be in accordance with and subject and subordinate in all respects to the provisions of the Bye Laws and Maintenance Agreement of said Project and to such other rules and regulations as Developer may from time to time promulgate. The Purchasers shall execute the Bye Laws and Maintenance Agreement for said Project before taking possession, which shall form part and parcel of this Agreement.*

- ii. *The Developer declares that it will set up and administer a sinking fund to be utilized for all kind of heavy and structural repairs, replacement of mechanical and electrical equipment, Installations for similar and necessary expenditure Incurred in respect of said Project. The Developer shall be entitled to demand each month and the Purchaser shall be liable to pay such amount as may be deemed appropriate and suitable by Developer towards contribution to sinking fund established by the Developer for the betterment and maintenance of said project.*
- iii. *The Purchasers agrees to pay on demand Govt. rates, taxes, or cess of all/any kind whatsoever including Wealth Tax if applicable, whether levied or leviable now or in future on the land and the Building as the case may be from the date of booking of the said Premises and the same shall be paid by the Purchasers in proportion to the Super Area of its premises. Further, the Purchasers shall be liable to pay House Tax/Property Tax, Fire Fighting Tax or any other Fees or Cess as and when levied by a local Body or Authority.*
- iv. *The Purchasers shall pay, as and when demanded by the Developer, the Stamp Duty, Registration charges and all other Incidental and legal expenses for execution and registration of sale deed in favour of the Purchaser(s). Sale Deed shall be executed and got registered on full completion of project and after receipt of full price, other dues and said charges and expenses (including interest) from the Purchasers in respect of the said Premises.*
- viii. The captioned complaint is miserably misplaced in terms of the laws and facts in circumstances. The Complainant by virtues of the present complaint is making a vail endeavor to extract a refund which is untenable and illegal.
- ix. The Complainant contends that the said unit is not complete / under construction without any reference to buttress the same. Whereas evidently the Occupation / Completion Certificate qua the project was obtained on 12.03.2011 prior to the Buyers agreement dated

08.08.2011. Further a careful perusal of the Buyers Agreement would reveal that on the even date said of the complainant was also leased out. From August 2011 upto December 2015, the Complainant has been paid lease rent to the tune of Rs. 21 Lacs and the time there was no grouse with respect to the alleged incompleteness of the said project.

- x. It is since September, 2015 the Respondent Company intimated the Complainant that the lease period has expired and therefore takeover the possession of your concerned unit. Further, since September, 2015 and till date itself the Complainant has been issued several notices and reminders to (i) execute the maintenance agreement (ii) pay the outstanding maintenance dues and fixed electricity charges (iii) execute the conveyance deed
- xi. Patently the present complaint is an ill attempt to scuttle away from the obligations of the complainant after enjoying rentals to the tune of Rs. 21 Lacs.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

F. Findings on the relief sought by the complainant:

- F.I Direct the respondent to refund amount of Rs. 36,10,401/- to the complainants;**
- F.II Direct the respondent to pay interest on delayed possession for more than 7 years as per Rule 15 of the Rules, 2017 since 08.08.2011 to the complainants;**
- F.III Direct the charging of "Sinking Fund Charge" as illegal and contrary to terms and conditions agreed between the parties as per Buyer's Agreement dated 08.08.2011;**

- F.IV To direct the respondent to Pay Rs. 5,00,000/- as part of damages to the complainant on account of mental agony, torture and harassment**
- F.V Direct the respondent to Pay Rs.5,00,000/- as compensation to the complainant as part of deficiency of service on your part;**
- F.VI Direct the respondent to refund of all legal cost of Rs. 1,00,000/- incurred by the complainant**

8. The brief facts of the complaint are that Late Smt. Vimla Puri booked IT/Cyber Space No. 607, 6th Floor, MVL I Park, Gurgaon (super area 779 sq. ft.) in July 2011 for a total consideration of ₹34,27,600/- for which the developer issued Receipt No. 082 dated 28.07.2011. A Buyer's Agreement dated 08.08.2011 was executed and the developer leased the unit to MVL Telecom Ltd. Smt. Vimla Puri passed away on 02.04.2013, after which her daughters, Ms. Vibha Puri Dass ($\frac{3}{4}$ share) and Ms. Anita Sethi ($\frac{1}{4}$ share), sought substitution of their names based on a Will dated 13.11.2011 and Civil Court judgment dated 03.09.2016 confirming their ownership. The developer, however, issued repeated letters in 2015-2016 asking them to take possession, though the property was incomplete and unfit for use. The complainants later paid ₹1,82,801/- towards electricity and maintenance charges in August 2020. Subsequently, on 02.09.2017, the developer demanded execution of a "Maintenance and Service Agreement" requiring payment of IFMSD ₹1,77,612/- and an illegal Sinking Fund Charge of ₹8,48,331/- (@ ₹1,089 per sq. ft.), with penal interest up to 24% p.a. The complainants objected through a legal notice dated 29.11.2017, terming the demand arbitrary. They later executed a Lease Agreement dated 15.03.2018 with M/s Creative Pools Estates Pvt. Ltd. and sought approval and rent remittance, but the developer remained unresponsive. In November 2023, the developer again insisted on signing the "Maintenance Agreement" and

executing the sale deed. Upon site inspection in December 2023, the complainants found the project incomplete and construction halted. Despite over 13 years since allotment, the unit remains undelivered, leading to the present complaint for non-delivery of possession, illegal monetary demands, and failure to complete and transfer the property.

9. On the other hand, the respondent, in its reply, has raised a preliminary objection that the present complaint is not maintainable under the Act and is liable to be dismissed with exemplary costs. It is submitted that as per Section 3 of the Act, registration is required only for “ongoing projects” or those without a completion certificate, whereas MVL I Park, situated at Khasra No. 11/3/1/1, 8/1/1/1, 8/1/2, 13/1, Village Silokhera, Gurugram, was completed and granted an Occupation/Completion Certificate on 12.03.2011 i.e., well before the Act came into force on 01.05.2016. Therefore, as per Rule 2(1)(o) of the Haryana Real Estate (Regulation and Development) Rules, 2017, the project does not fall within the definition of an “ongoing project,” and this Authority lacks jurisdiction. The respondent further asserts that the Buyer’s Agreement dated 08.08.2011 predates the Act by five years and hence is not governed by it. It is alleged that the complainants have suppressed material facts, including receipt of lease/rent of about ₹21 lakhs and non-payment of dues amounting to approximately ₹8,00,000/-, along with unpaid property tax up to March 2017. The respondent argues that as per the Buyer’s Agreement, execution of the Maintenance Agreement, payment of stamp duty, taxes, and sinking fund contributions, and clearance of all dues are mandatory preconditions for the execution of the sale deed. It is further stated that the project was complete, and the complainants had accepted rent from August 2011 to December 2015 without objection. Since the expiry of the lease in September 2015, repeated notices were issued to

the complainants to execute the maintenance agreement, clear outstanding dues, and complete conveyance formalities, which they failed to comply with. The respondent thus submits that the complaint is frivolous, misconceived, and a deliberate attempt to evade contractual obligations after having enjoyed rental benefits.

10. The Authority observes that the complainants have been in receipt of lease rent payments amounting to approximately Rs. 21 lakhs from August 2011 until December 2015, without raising any objections as to the completion or possession of the unit during this period. This conduct amounts to acceptance of the status of possession and completion by the complainants. It is thus contradictory and legally untenable for the complainants to now claim that the construction was incomplete while simultaneously having accepted rental income on the said premises till 2015.
11. The complainants have also sought refund under Section 18 of the Act, which reads as follows:

“Section 18. Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) 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.

(2) The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

12. To claim refund under Section 18, two key conditions must be fulfilled:

- i. The promoter must be unable to give possession in accordance with the sale agreement executed between the parties by the specified date, or
- ii. The promoter must have discontinued business as a developer due to suspension or revocation of registration under the Act

13. In the instant case, neither condition applies. The project was completed with possession available as per the agreement much prior to coming into force of the Act. Hence, the complainants' claim for refund under Section 18 is not maintainable. Additionally, the complainants' case does not fall under any other provisions of the Act entitling them to refund.

14. Further, it is imperative to note that the Act applies prospectively to ongoing projects and ongoing relationships arising after it came into effect on 01.05.2016. The project in question, *MVL I-Park*, received its Occupation Certificate/Completion Certificate on 12.03.2011, well before the enactment of the Act. This clearly places the project outside the jurisdiction of this Authority under the Act. Consequently, the Authority is barred from entertaining or adjudicating any disputes related to this project under the provisions of the Act.

15. The Buyer's Agreement between the parties was executed on 08.08.2011, after the issuance of the Occupation Certificate. Therefore, the project was complete and possession deliverable as per the agreement. As per Section 3 of the Act and Rule 2(1)(o) of the Haryana Real Estate (Regulation and Development) Rules, 2017, the definition of "ongoing project" excludes any project for which completion certificate or occupation certificate or part thereof has been issued before the Act's commencement. Since the project is not ongoing, this Authority lacks jurisdiction. The Authority observes that the present complaint is time barred as the respondent had obtained the occupation certificate on 12.3.2011 before the enactment of the Act while the complainants have filed the present complaint on 22.04.2024. In view of the above, the present complaint stands dismissed being barred by limitation.
16. In light of the above, it is held that the present complaint is hereby dismissed as not maintainable under the provisions of the Act.
17. File be consigned to the registry.

Dated: 04.07.2025



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram