

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

Date of decision: 25.11.2025

NAME OF THE BUILDER		M/s Vatika Limited	
PROJECT NAME		"One on One" Phase 1	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5445/2023	Dhiren Bammi V/S Vatika One on One Private Limited & Vatika Limited	Shri. Umesh Gulati, Advocate And Mr. Shivadhitya Mukherjee, Advocate
2.	CR/5440/2023	Deepika Batra V/S Vatika One on One Private Limited & Vatika Limited	Shri. Umesh Gulati, Advocate And Mr. Shivadhitya Mukherjee, Advocate
3.	CR/5442/2023	Deepika Batra V/S Vatika One on One Private Limited & Vatika Limited	Shri. Umesh Gulati, Advocate And Mr. Shivadhitya Mukherjee, Advocate
4.	CR/5439/2023	Deepika Batra V/S Vatika One on One Private Limited & Vatika Limited	Shri. Umesh Gulati, Advocate And Mr. Shivadhitya Mukherjee, Advocate
5.	CR/5438/2023	Deepika Batra V/S Vatika One on One Private Limited & Vatika Limited	Shri. Umesh Gulati, Advocate And Mr. Shivadhitya Mukherjee, Advocate

CORAM:

Shri Ashok Sangwan
Shri Phool Singh Saini

**Member
Member**

ORDER

1. This order shall dispose of all the 5 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 allottees 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, "*Vatika One On One, Phase 1*" being developed by the same respondent/promoter i.e., M/s Vatika Limited. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking unpaid assured return along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.
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	"One On One" Phase 1, Sector 16, Village-Silokhera, Gurugram, Haryana.
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Assured return clause

15. The Developer may, where the Buyer has paid 100% of the Total sale consideration and other charges for the Commercial Unit, upon signing of this Agreement pay Rs. 151.65/- (Rupees One hundred fifty-one and sixty-five paise only) per sq. ft. super area per month by way of assured return to the Buyer, of certain category(ies) of commercial Unit as per its policy, from the date of execution of this agreement till the construction of the Said Commercial Unit is complete.

17. Possession Clause

17. The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/said Commercial Unit within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in this agreement or due to failure of Buyer(s) to pay in time the price of the said Commercial Unit along with all other charges and dues in accordance with the Schedule of Payments

OC: 06.09.2021
Offer: Not offered

Comp no.	CR/5445/ 2023	CR/54 40/20 23	CR/5442/2023	CR/5439/202 3	CR/5438/202 3
Date of BBA	30.08.2016 (Page 27 of complaint)	30.08.20 16 (Page 31 of complain t)	30.08.2016 (Page 31 of complaint)	30.08.2016 (Page 31 of complaint)	30.08.2016 (Page 31 of complaint)
Unit no. and area	434, 4 th Floor, Block- 2 (page 27 of complaint)	406, 4 th Floor, Block -2 (page 27 of complain t)	407, 4 th Floor, Block - 2 (page 27 of complaint)	405, 4 th Floor, Block -2 (page 27 of complaint)	404, 4 th Floor, Block -2 (page 27 of complaint)
Due date of possession	30.08.2020 + 6 months = 30.02.2021	30.08.20 20+ 6 months = 30.02.20 21	30.08.2020+ 6 months = 30.02.2021	30.08.2020+ 6 months = 30.02.2021	30.08.2020+ 6 months = 30.02.2021

Total sale consideration and amount paid	TC- 64,51,743/- (page 34 of complaint) AP- 66,64,883 /- (page 34 of the compliant)	TC- 64,51,743/- (page 34 of complaint) AP- 66,64,883 /- (page 34 of the compliant)	TC-89,63,037/- (Page 34 of complaint) AP-92,64,187/- (page 34 of the compliant)	TC- 64,51,743/- (page 34 of complaint) AP- 66,64,883 /- (page 34 of the compliant)	TC- 96,71,495/- (page 34 of complaint) AP- 99,97,324 /- (page 34 of the compliant)
Assured return paid	No amount of assured return received till date	No amount of assured return received till date	No amount of assured return received till date	No amount of assured return received till date	No amount of assured return received till date
1. Direct the respondent to pay monthly assured return 2. Direct the respondent to pay monthly rental along with interest 3. Refund of 6 months rental security deposit along with interest.					
Note: In the table referred above certain abbreviations have been used. They are elaborated as follows: TC: Total consideration AP: Amount paid by the allottee(s)					

4. It has been decided to treat the aforesaid 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.
5. The facts of the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/5445/2023 titled as Dhiren Bammi V/s M/s Vatika One on One Pvt.**

Ltd. & Vatika Limited are being taken into consideration for determining the rights of the allottee(s) qua the reliefs sought by the complainant-allottees.

A. Project and unit related details

6. 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/5445/2023 titled as Dhiren Bammi V/s M/s Vatika One on One Pvt. Ltd. & Vatika Limited

S. N.	Particulars	Details
1.	Name and location of the project	"Vatika one on one" at Sector- 16, Vatika India Next, Gurugram.
2.	Project area	42452.291 sq. mtrs.
3.	Nature of Project	Commercial Complex
4.	DTCP license no. and validity status	05 of 2015 dated 06.08.2015
5.	Rera registered/ not registered and validity status	Registered (For Vatika One on One phase-I) Vide no. 237 of 2017 dated 20.09.2017 Valid upto 19.09.2022
6.	Unit No.	434, 4 th Floor, Block -2 (page 27 of complaint)
7.	Unit area admeasuring (Super Area)	500 sq. ft. (page 27 of complaint)
8.	Allotment letter	29.08.2016 (page 27 of complaint)
9.	Date of buyer's agreement	30.08.2016 (page 31 of complaint)
10.	Possession clause	17 Handing Over Possession of the Commercial Unit The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said Commercial Unit

		<p>within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in this agreement or due to failure of Buyer(s) to pay in time the price of the said Commercial Unit along with all other charges and dues in accordance with the Schedule of Payments.</p> <p style="text-align: right;">(Emphasis supplied)</p> <p>(page 52 of complaint)</p>
11.	Assured return clause	<p>15 Assured return in full down payment cases“The developer may, where the buyer has paid 100% of the total sale consideration and other charges for the commercial unit, upon signing of this agreement pay Rs.151.65/- per sq. ft. super area per month by way of assured return to the buyer, of certain category(ies) of commercial unit as per its policy, from the date of execution of this agreement till the construction of the said commercial unit is complete. Such policy of the developer may change from time to time where the developer may withdraw the assured return scheme.”</p> <p style="text-align: right;">(Emphasis supplied)</p> <p>(page 48 of complaint)</p>
12.	Committed return clause	<p>16. Leasing arrangements (optional)</p> <p>16.1. The developer will pay to the buyer Rs.130/- per sq. ft. super area of the said unit per month as committed return for upto three years from the date of completion of construction of the said building or the said unit is put on lease, whichever is earlier...</p> <p style="text-align: right;">(Emphasis supplied)</p> <p>(page 48-49 of complaint)</p>
13.	Due date of possession	<p>30.08.2020+ 6 months = 30.02.2021 (calculated from the date of execution of buyer's agreement)</p>

14.	Total sale consideration [BSP + EDC/IDC]	Rs.64,51,743/- (page 34 of complaint)
15.	Amount paid by complainant	Rs.66,64,883/- (page 34 of complaint)
17.	Occupation certificate	06.09.2021 (For block-2,3,4 and 5 at page no.30 of reply)
18.	Offer of possession	Not offered
19.	Email sent by the respondent w.r.t. the executed of lease agreement with Air India for block 2 and block 4	27.01.2023 (page 113-A of complaint)
20	Lease commencement date	16.01.2023 (page 113-A of complaint)
	Rent commencement date	01.04.2023 (page 113-A of complaint)

B. Facts of the complaint

7. The complainants have made the following submissions in the complaint: -
 - a. That complainant had applied for purchase of commercial unit with the respondents. In pursuance of the same unit bearing no. 434, Block-2 in the commercial project developed by respondent no. 1 as the developer and the respondent no. 2 being confirming party to the respondent no. 1 in the name of "One on One" in Sector-16, Gurugram, Haryana, were allotted to the complainant.
 - b. That based on the representation and assurance by the respondents, complainant had made the booking towards the aforesaid unit in his name by making the payment against the commercial unit.
 - c. That in pursuant to the elaborate advertisements, assurances, representations and promises made by respondents about the timely completion of a premium commercial project with impeccable facilities and believing the same to be correct and true, the complainant

considered booking of aforesaid commercial unit. It was represented and assured by the respondents that they shall pay an assured return of Rs. 151.65/- per square feet per month to complainant from 37th month from the date of receipt of 100% of basic sale price from complainant till the completion of the said building and post completion of construction of the said building complainant shall be paid assured return of Rs. 130/- per square feet on super area up to three years from the date of completion of construction of the building or the said unit is put on lease, whichever is earlier.

- d. That complainant has made the complete payments towards the purchase of aforesaid commercial unit. After making the payment of aforesaid purchase price towards the commercial unit the respondent no. 1 had issued an allotment letter dated 29.08.2016 towards the said unit.
- e. That complainant had further entered into builder buyer agreement for the aforesaid commercial premises with both the respondents vide BBA dated 30.08.2016.
- f. That complainant had purchased the said commercial unit on assured return scheme offered by the respondents. The aforesaid assured return scheme was duly mentioned in the term and conditions of the allotment letters by the respondent no. 1 and the said fact of aforesaid assured return scheme was further reiterated by both the respondent companies in the BBA. The terms and conditions of assured return scheme was duly agreed by both the respondent companies.

- g. That as per the terms agreed with respondent companies it was categorically agreed that the respondent no. 1 shall pay an assured return of Rs. 151.65/- per square feet per month to complainant from 37th month from the date of receipt of 100% of basic sale price from complainant till the completion of the said building and post completion of construction of the said building complainant shall be paid assured return of Rs. 130/- per square feet on super area up to three years from the date of completion of construction of the said building or the said unit is put on lease, whichever is earlier. In the event the achieved lease rent is less than Rs. 130/- per square feet, then complainant will be received amount calculated @ Rs. 133/- per square feet for every Re. 1/- by which achieved rent is less than Rs. 130/- per square feet and in the event the achieved lease rent is more than Rs. 130/- per square feet, then the respondents will be liable to pay additional sale consideration calculated @ Rs. 66.50/- per square feet on super area of said unit for every rupee of additional rent achieved over Rs. 130/- per square feet.
- h. That the complainant had duly paid the basic sale price for each of aforesaid premises. The respondent companies were liable to pay the assured return @ Rs. 151.65/- from the 37th month i.e. 22.07.2019. Unfortunately, from the aforesaid respective dates, the respondents did not pay the assured return, as promised. The complainant had written the letter dated 14.06.2019 just to remind that assured return will start from 22.07.2019 and also sought an update on building construction and leasing out progress, if any. While receiving the

aforesaid letter by hand, an official of the respondent companies had given a note that the respondent companies had already sent an email dated 14.06.2019 for the same and a copy of the same was handed over wherein it was informed that regarding complainant's investment, the respondent companies were in the process of reconciling the accounts as of 30.06.2019 and details will be sent by or before 25.06.2019. An email dated 26.06.2019 was received wherein an addendum agreement was attached while seeking amendment to the aforesaid BBA and the intent of the respondent companies were to wriggle out of the aforesaid assured return clauses. The complainant never signed the said alleged addendum agreement. In any case, again a letter dated 22.07.2019 was duly received on 23.07.2019 by the respondent companies and sought further details while reminding of payment of assured return. Subsequently, letter dated 19.08.2019, email dated 19.11.2019, letter dated 21.11.2019, emails dated 21.12.2019, 24.10.2020, 04.11.2020, 01.12.2020, 10.05.2021 & 25.05.2021 were duly sent regularly seeking an update regarding construction as well as payment of assured return, unfortunately, no reply was ever made by the respondent companies.

- i. That it was on 05.01.2022 an update from an email address noreply@vaticagroup.com was received. In this email the respondent companies had informed that it was having discussion with Google Connect Services India Private Limited that they have terminated the agreement to lease and sought the refund of security deposit, in as much as it was further alleged that there have been many force

majeure events in the last twenty-one months. This step taken at the very belated stage came as a shock to complainant. The complainant had been waiting for an update since July 2019 and the respondent companies come out of reply only 05.01.2022 from email address wherein one cannot even reply to this email.

- j. That the respondent is bound with the letter of allotment/BBA/its contract and now at this stage making false and frivolous ground just to wriggle out of their liabilities are not called for. Under the circumstances the Google has terminated its contract with the respondent companies than complainant shall not be responsible for the same. The respondent companies make the mention of "Time is of the essence" in the BBA but it allegedly makes complainant only responsible for the same but it is further categorically submitted that the agreement cannot be one sided and, in such circumstances, the aforesaid principle shall also apply on the respondent companies. In the same way, complainant also apprehends which the respondent companies have already mentioned in the email dated 05.01.2022 for invoking the force majeure clause in the BBA, it is submitted and it may be noted that no pandemic word has been used in the said clause. The covid-19 was not an Act of God. Without prejudice, it is categorically submitted that rest all other alleged occasions for invoking the force majeure clause were never invoked or even informed till date to complainant. In such circumstances the respondent companies are liable to pay the assured return as agreed with complainant.

- k. That the notice dated 01.02.2022 which was issued by the respondent no. 1 company to Google Connect Services India Pvt. Ltd., it has made lot of claims which are matter of record and in the same circumstances, the way the respondent companies are making claims against the aforesaid multinational company, complainant also has a right to make its claim which the respondent companies had agreed for. Without prejudice to complainant's, the respondent companies must have claimed its monetary claims from the aforesaid company and maybe it has gone in litigation with it and complainant, being an investor, the respondent companies have a right to know the status of the litigation filed qua Google Connect Services India Pvt. Ltd., as such, this information may kindly also be communicated to complainant.
- l. That, as aforesaid and inspite of several meetings and follows ups with the respondents with regard to the non-receipt of assured returns, the respondents have till date not paid the said Assured returns towards the respective units. Since till this time premises has not been leased out and it has not been in the knowledge that if completion certificate has been received by the respondents, in such circumstances and without prejudice to the rights and contentions, the complainant reserves his rights to recover the assured return in such change circumstances i.e. the completion certificate for project has been received and the premises has been leased out by the respondents.
- m. That a legal notice dated 05.07.2022 was issued by the complainant to the respondents seeking outstanding amount of assured return which was duly served on the respondents but unfortunately no reply has

been received till this time and as such, having no other option, the complainant has sought to file the complaint before the Authority.

- n. That during the pendency of the said collective complaint, few subsequent facts have taken place which are important for adjudication of present complaint. The respondents sent an email dated 27.01.2023 disclosing that lease agreement has been signed for the unit. The respondents also shared an attachment along with the email wherein it was disclosed that monthly rent has been fixed @ Rs. 102/- per sq. ft., rental security deposit for 6 months received from tenant, brokerage @ 3 months' rent + GST shall be charged by respondents from the complainant, one time escalation cost @ Rs. 1,080 per sq. ft. shall be charged by respondents from the complainant, amongst others.
- o. That the respondents are also liable to pay Rs. 4,08,000/- to the complainant, which it has already received from tenant/Lessee on account of monthly rental w.e.f. 01.04.2023 to 01.11.2023. The respondents are also liable to pay Rs. 18,360/- to the complainant towards interest @ 12% per annum on amount of above monthly rental, which respondents have not paid to complainant till date.
- p. That an amount of Rs. 130/- per sq. ft. was promised by the respondents towards monthly rent at the time of signing of agreement whereas now respondents had intimated monthly rent @ Rs. 102/- per sq. ft. Thus, the respondents are also liable to pay differential amount of Rs. 28/- per sq. ft. to the complainant, calculated @ Rs. 133/- per sq.

ft. for every Re. 1/- by which achieved rent is less than Rs. 130/- per sq. ft. which amounts to Rs. 18,62,000/-.

- q. That the respondents are also liable to pay Rs. 3,06,000/- to the complainant, which it has already received from tenant/lessee on account of 6 months rental security deposit. The respondents are also liable to pay Rs. 24,480/- to the complainant towards interest @ 12% per annum on amount of six months rental security deposit, which respondents have not paid to complainant till date.
- r. That the respondents surprisingly have further demanded illegal amount of Rs. 1,53,000/- towards Brokerage, which is equivalent to 3 month's rent, GST being charged extra. The respondents are also demanding illegal amount of Rs. 5,40,000/- towards one time escalation cost @ Rs. 1,080/- per sq. ft. towards the said unit. Till date, complainant has not received a single penny w.r.t. said unit, as promised by the respondents. Other way round, instead of paying promised amount to the complainant, respondents are making false & frivolous claims, as aforesaid, and demanding money on account of rental unit, for which, not even a single document has been shared by the respondents to the complainant.
- s. That earlier multiple units were booked, hence, a collective Complaint was filed but the respondents had taken objection that such complaint is not maintainable, accordingly, on 16.11.2023, while moving an application for withdrawal while seeking leave to file fresh individual unit wise complaints, as such, present complaint is being filed for unit

no. 403 and for other units, separate complaints are also being filed independently.

- t. That the cause of action accrued in favor of the complainant and against the respondents on various dates when the complainant was first offered the unit, subsequently a letter of allotment was issued to the complainant and when again the respondents entered into their respective agreement to sell/builder buyer agreement, it also arose on each and every date till the date of filing of present complaint, when Assured Return, as agreed, was not paid and as such the cause of action is still continuing and subsisting on day to day basis.

C. Relief sought by the complainants:

4. The complainant has sought following relief(s)
- The respondent is directed to pay an amount of Rs. 34,07,070/- towards the claim of Assured Return along with interest @ 12% amounting to Rs. 6,89,502/- from 22.07.2019 till 13.11.2023, and further till realization, to the complainant.
 - The respondent is directed to pay an amount of Rs. 4,08,000/- towards the claim of monthly rental along with interest @ 12% amounting to Rs. 18,360/- from 01.04.2023 till 13.11.2023, and further till realization, to the complainant.
 - The respondent is directed to pay an amount of Rs. 18,62,000/- towards the claim of Differential in Monthly Rental from 01.04.2023 till 13.11.2023, and further till realization, to the complainant.
 - The respondent is directed to pay an amount of Rs. 3,06,000/- towards the claim of 6 months rental security deposit along with interest @

12% amounting to Rs. 24,480/- from 01.04.2023 till 13.11.2023, and further till realization, to the complainant.

5. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent no. 1

6. The respondent contested the complaint on the following grounds:
- a. That the complainant has got no locus standi or cause of action to file the complaint. The complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the allotment letter dated 29.08.2016 and BBA dated 30.08.2016, as shall be evident from the submissions made in the following paras of the present reply.
 - b. That at the very outset it is submitted that the claims as raise in the present complaint are frivolous, fictitious and without any legally reasoning. The complainant though repeatedly reiterates that the rights as demanded, are in terms of the allotment letter dated 29.08.2016 however the complainant is reading the same preferentially. The clause 2, 3, and 5 of the allotment letters are to be read simultaneously, for the correct interpretation of rights and terms and conditions agreed between the complainant and the respondent no. 1.
 - c. That the present complaint ought to be dismissed since the primary claim of the complainant being AR even though in terms of the allotment letter and the BBA, read simultaneously the claims as raised

are apparently false, frivolous and an attempt to unjust enrichment. Clause 15 of the BBA defines the terms qua the assured returns in full down payment cases being due only till completion of construction. Further clause 16 of the BBA being the leasing arrangement, the complainant was aware that the intended purpose of the unit was for leasing, whereby the complainant granted the authority to the respondent to negotiate and finalize the leasing arrangement in respect of the unit. Also, the respondent no. 1 had duly noted that the expected minimum lease for first term would be attempted to be achieved at Rs. 130 per sq.ft. per month.

- d. That also pertinent to submit that the respondents' admittedly sent email dated 21.12.2019 to the complainant regarding Google (tenant 1) leasing the unit @ Rs. 115 per month per sq. ft. The said email forms part of the record placed by the complainant himself as page no. 83-84. Thus, the complainant was in knowledge of the monthly rental being fixed in the first lease @ Rs. 115 per month per sq. ft and if there was any grievance regarding the same the complainant could have moved before the appropriate court to resolve the issue, however the complainant chose to come before the Authority after 4 years of delay to resolve a time barred issue. Thus, the same cannot be entertained by the Authority.
- e. That the construction of the project has already been completed. That further it is pertinent to submit that the project namely 'Vatika One on One' has already received the Occupation Certificate on 06.09.2021.

- f. That the present complaint is not maintainable or tenable in the eyes of law. The complainant has misdirected themselves in filing the above captioned complaint before the Authority as the reliefs being claimed by the complainant cannot be said to fall within the realm of jurisdiction of the Authority. Upon the enactment of the Banning of Unregulated Deposit Schemes Act, 2019, (hereinafter referred as BUDS Act) the 'assured return' and/ or any "Committed Returns" on the deposit schemes have been banned. The implications of enactment of BUDS Act read with the Companies Act, 2013 and Companies (Acceptance of Deposits) Rules, 2014, resulted in making the assured return/committed return and similar schemes as unregulated schemes as being within the definition of "Deposit". Since the scheme comes within the ambit of the BUDS Act, thus the said Act, has the competent authority therein to adjudicate upon the matters concerning the deposits.
- g. That as per Section 3 of the BUDS Act all Unregulated Deposit Scheme have been strictly banned and deposit takers such as builders, cannot, directly or indirectly promote, operate, issue any advertisements soliciting participation or enrolment in; or accept deposit. Thus, the Section 3 of the BUDS Act, makes the Assured Return Schemes, of the builders and promoter, illegal and punishable under law. Further as per the Securities Exchange Board of India Act, 1992 (hereinafter referred as SEBI Act) Collective Investment Schemes as defined under Section 11 AA can only be run and operated by a registered person/company. Hence, the assured return scheme of the respondent

/ respondent company has become illegal by the operation of law and the respondent cannot be made to run a scheme which has become infructuous by law.

- h. That further the Hon'ble High Court of Punjab & Haryana in ***CWP No. 26740 of 2022 titled as "Vatika Limited Vs. Union of India & Ors."***, took the cognizance in respect of Banning of Unregulated Deposits Schemes Act, 2019 and restrained the Union of India and the State of Haryana from taking coercive steps in criminal cases registered against the company for seeking recovery against deposits till the next date of hearing. In the said matter the Hon'ble High Court has already issued notice and the matter is listed on 20.03.2024. Once the Hon'ble High Court has taken cognizance and State of Haryana has already notified the appointment of competent authority under the BUDS Act, thus it flows that till the question of law i.e., whether such deposits are covered under the BUDS Act or not, and whether the Authority has the jurisdiction to adjudicate upon the matters coming within the purview of the special act namely, BUDS Act, 2019, the present complaint ought not be adjudicated.
- i. That further in view of the pendency of the CWP 26740 of 2022 before the Hon'ble High Court of Punjab & Haryana, the Hon'ble Haryana Real Estate Appellate Tribunal, in Appeal No. 647 of 2021 while hearing the issue of assured return, considered the factum of pendency of the writ, wherein the question regarding jurisdiction of any other authority except the competent authority under Section 7 of the Banning of Unregulated Deposits Schemes Act, 2019. That the Hon'ble Haryana

Real Estate Appellate Tribunal after consideration of the pendency of the pertinent question regarding its own jurisdiction in assured return matters, adjourned the matter simpliciter understanding that any order violative of the upcoming judgment of the Hon'ble High Court would be bad in law. Thus, the Hon'ble Authority should consider the act of Hon'ble Haryana Real Estate Appellate Tribunal and keep the present matter pending till final adjudication of CWP 26740 of 2022.

- j. That in the matter of *Brhimjeet & Ors vs. M/s Landmark Apartments Pvt. Ltd.* (Complaint No. 141 of 2018), this Hon'ble Authority has taken the same view as observed by Maharashtra RERA in Mahesh Pariani (supra). Thus, the RERA Act, 2016 cannot deal with issues of assured return and hence the present complaint deserves to be dismissed at the very outset.
- k. That the complainant has come before the Authority with un-clean hands. The complaint has been filed by the complainant just to harass the respondents and to gain unjust enrichment. The actual reason for filing of the present complaint stems from the changed financial valuation of the real estate sector, in the past few years and the allottee malicious intention to earn some easy buck. The Covid pandemic has given people to think beyond the basic legal way and to attempt to gain financially at the cost of others. The complainant has instituted the present false and vexatious complaint against the respondent who have already fulfilled its obligation as defined under the BBA and completed the construction where upon the project was granted OC on 06.09.2021. It is pertinent to mention here that for the fair adjudication

of grievance as alleged by the complainants, detailed deliberation by leading the evidence and cross-examination is required, thus only the Civil Court has jurisdiction to deal with the cases requiring detailed evidence for proper and fair adjudication.

- l. That the complainant decided to invest in the commercial unit of respondent no. 1 owing to the name, good will and reputation of the respondent. That further after completion of construction the respondent in terms of the agreed terms of BBA, also roped in possible tenant namely M/s Google Connect Services India Pvt. Ltd. and lease deed was signed for the large office space which included the unit of the complainant on 22.06.2020, however the same was illegally terminated by the tenant on 31.12.2021 of which the complainant is aware and has admittedly annexed relevant documents.
- m. That the present complaint of the complainant has been filed on the basis of incorrect understanding of the object and reasons of enactment of the RERA, Act, 2016. The legislature in its great wisdom, understanding the catalytic role played by the Real Estate Sector in fulfilling the needs and demands for housing and infrastructure in the country, and the absence of a regulatory body to provide professionalism and standardization to the said sector and to address all the concerns of both buyers and promoters in the real estate sector, drafted and notified the RERA Act, 2016 aiming to gain a healthy and orderly growth of the industry. The Act has been enacted to balance the interests of consumer and promoter by imposing certain responsibilities on both. Thus, while Section 11 to Section 18 of the

RERA Act, 2016 describes and prescribes the function and duties of the promoter/ developer, Section 19 provides the rights and duties of allottees. Hence, the RERA Act, 2016 was never intended to be biased legislation preferring the allottees, rather the intent was to ensure that both the allottee and the developer be kept at par and either of the party should not be made to suffer due to act and/or omission of part of the other.

- n. That in matter titled **Anoop Kumar Rath Vs M/S ShethInfraworld Pvt. Ltd. in Appeal No. AT00600000010822** vide order dated 30.08.2019 the Maharashtra Appellate Tribunal while adjudicating points be considered while granting relief and the spirit and object behind the enactment of the RERA Act, 2016 in para 24 and para 25 discussed in detail the actual purpose of maintaining a fine balance between the rights and duties of the promoter as well as the allottee. The Ld. Appellate Tribunal vide the said judgment discussed the aim and object of RERA Act, 2016.
- o. That the complainant is attempting to harass the respondent by engaging and igniting frivolous issues with ulterior motives to pressurize the respondent. Thus, the present complaint is without any basis and no cause of action has arisen till date in favour of the complainant and against the respondent and hence, the complaint deserves to be dismissed. That, it is evident that the entire case of the complainant is nothing but a web of lies and the false and frivolous allegations made against the respondent are nothing but an

afterthought, hence the present complaint filed by the complainant deserves to be dismissed with heavy costs.

- p. That the various contentions raised by the complainant is fictitious, baseless, vague, wrong, and created to misrepresent and mislead the Authority, for the reasons stated above. None of the relief as prayed for by the complainant is sustainable, in the eyes of law. Hence, the complaint is liable to be dismissed with imposition of exemplary cost for wasting the precious time and efforts of the Authority. The present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.

E. Written submissions on behalf of the complainant.

- i. That it is an admitted fact that complainant had fully paid towards the allotted unit developer by the respondent no.1. both respondents were party to the agreement with the respondent no.2 being a confirming party and equally liable for the terms agreed upon. The respondents have sought to justify defaults on ground that are neither valid nor lawful under the existing legal framework.
- ii. That the respondents failed in their obligations to make timely payments as agreed. Despite multiple reminders and legal notice, no payments were made, causing significant financial distress to the complainant.
- iii. That the respondents have admittedly leased out the complainant's unit to Air India effective 01.04.2023. despite this, they have illegally withheld rental payments due to the complainant. The complainant has neither sought nor received physical possession and the claim is

strictly limited to assured returns and rental income, which is clearly within the jurisdiction of the Authority under Section 11(4)(a) of Act. Respondents challenge regarding the jurisdiction of the Authority concerning assured returns and rental income is untenable. Section 11(4)(a) of the Act explicitly mandates respondents responsibility to fulfil obligations as per the agreement to sale executed with an allottee. Authority is well within its jurisdiction to adjudicate upon contractual defaults, including assured returns and rental payments directly arising from builder buyer agreement governed by the Act, 2016.

- iv. That the respondents attempt to justify their defaults based on ongoing litigations involving third parties i.e., Google Connect Services India Ltd. further substantiates their contractual breaches. It is irrelevant to the complainant, who remains entitled to receive timely payments as per the agreed terms. Respondents have never demonstrated how such third-party litigation impedes their direct obligation to the complainant. Respondents have incorrectly raised ongoing litigation with Google Connect Services India Ltd. as a defence. Such litigation is exclusively between the respondent and Google Connect and has no bearing whatsoever upon the complainant's entitlement to assured returns and lease rental income. The respondents cannot escape liability or justify withholding payments due to internal or third-party disputes. Complainants' rights and claims exist independently based solely upon contractual agreements and statutory protections under RERA.

- v. That the lease rental claim by the complainant is based upon specific contractual terms agreed upon between the parties under the BBA dated 30.08.2016, as well as related assurances in the allotment letter issued by the respondents. The entitlement and claims are covered under Section 11(4)(a) of the Act, 2016, which mandates that respondent must honor all obligations under the BBA. The respondents' default in paying assured returns and rental income directly violates their statutory obligations. The claim comprises of following: -

a. Assured return until lease commencement.

- Respondents agreed to pay an assured return at the rate of Rs.151.65 per sq.ft. per month from the 37th month after receiving the full sale consideration until completion of the project's construction.
- Upon completion, they further agreed to pay a reduced assured return of Rs. 130 per sq.ft. per month for a maximum period of three years or until the unit was leased, whichever occurred first.

b. Lease rental income

- It is admitted by the respondents that the complainant's unit has been leased to Air India effective from 01.04.2023. consequently, rental income from this lease agreement is rightfully due and payable to the complainant.
- Despite leasing the unit to Air India and receiving rent, the respondents have not transferred this rental income to the

complainant, constituting an unjustified and illegally withholding of the complainant's lawfully earning from her property.

c. Differential rental claim

- According to the agreed terms in the BBA, if the lease rent achieved from the tenant is less than the stipulated assured rental amount, the complainant is contractually entitled to a differential amount to compensate for the shortfall calculated @Rs.133/- per sq.ft. for every Re.1/- by which achieved rent is less than Rs. 130/- per sq.ft.
- Thus, if the monthly rental income from Air India falls below the contractually assured rent, the respondents are obligated to compensate the complainant with the difference, ensuring the complainant receives at least the minimum guaranteed returns stipulated.

d. Rental Security Deposit.

- As per industry practice and terms of the lease agreement executed with Air India, respondents have received a 6-month rental security deposit. This deposit also legally belongs to the complainant, as it is directly linked to the complainant's leased property.
- The respondents are required to transfer this security deposit to the complainant or account for it appropriately, as it forms part of the leasing agreement benefits that are accrued directly to complainant as the rightful property owner.

- vi. That the lease rental claim raised by the complainant is not only legally valid and justified but also explicitly provided for under the contractual arrangement and statutory framework of RERA. Hence, the respondents must be directed by the Authority to immediately fulfil these obligations and remit due payments along with appropriate compensation for the financial hardship caused by their defaults.
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 based on these undisputed documents and submission made by the complainants.

F. Jurisdiction of the Authority

8. 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

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

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

Section 11(4)(a)

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.

11. 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.

G. Findings on the objections raised by the respondent:

G.I Objection regarding maintainability of complaint on account of complainant being investor

12. The respondents took a stand that the complainant is investors and not consumer and therefore, they are not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the

complainant is buyer, and they have paid a considerable amount to the respondent-promoter towards purchase of unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

13. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant are allottee(s) as the subject unit was allotted to them by the promoter. The concept of investor is not defined or referred to in the Act. As per the definition given under section 2 of the Act, there will be "promoter" and "allottee" and there cannot be a party having a status of "investor". Thus, the contention of the promoter that the allottee being investor are not entitled to protection of this Act also stands rejected.

G.II Pendency of petition before Hon'ble Punjab and Haryana High Court regarding assured return.

14. The respondent no.1 has raised an objection that the Hon'ble High Court of Punjab & Haryana in **CWP No. 26740 of 2022** titled as **"Vatika Limited Vs. Union of India & Ors."**, took the cognizance in respect of Banning of Unregulated Deposits Schemes Act, 2019 and restrained the Union of India and the State of Haryana from taking coercive steps in criminal cases

registered against the Company for seeking recovery against deposits till the next date of hearing.

15. With respect to the aforesaid contention, the authority place reliance on order dated 22.11.2023 in **CWP No. 26740 of 2022 (supra)**, whereby the Hon'ble Punjab and Haryana High Court has stated that-

"...there is no stay on adjudication on the pending civil appeals/petitions before the Real Estate Regulatory Authority as also against the investigating agencies and they are at liberty to proceed further in the ongoing matters that are pending with them. There is no scope for any further clarification."

16. Thus, in view of the above, the authority has decided to proceed further with the present matter.

G.III Objections regarding force majeure.

17. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay. Further, the Authority has gone through the possession clause of the agreement and observed that the respondent-developer proposes to handover the possession of the allotted unit by 30.08.2020. As per **HARERA notification no. 9/3-2020 dated 26.05.2020**, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.

The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 30.08.2020 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date of handing over possession in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 30.02.2021.

H. Findings on the relief sought by the complainants:

H.I The respondent is directed to pay an amount of Rs. 34,07,070/- towards the claim of Assured Return along with interest @ 12% amounting to Rs. 6,89,502/- from 22.07.2019 till 13.11.2023, and further till realization, to the complainant.

18. The complainant is seeking assured returns on monthly basis as per the builder buyer agreement at the rates mentioned therein. It is pleaded that the respondent has not complied with the terms and conditions of the agreement. The respondent refused to pay the Assured return by taking a plea that the same is not payable in view of enactment of the Banning of Unregulated Deposit Schemes Act, 2019 (hereinafter referred to as the Act of 2019), citing earlier decision of the Authority (*Brhimjeet & Anr. Vs. M/s Landmark Apartments Pvt. Ltd., complaint no 141 of 2018*) it was held by the Authority that it has no jurisdiction to deal with cases of assured returns. Though in those cases, the issue of assured returns was involved to be paid by the builder to an allottee but at that time, neither the full facts were brought before the authority nor it was argued on behalf of the allottees that on the basis of contractual obligations, the builder is obligated to pay that amount. The Authority has rejected the aforesaid objections raised by the respondent in ***CR/8001/2022 titled as Gaurav Kaushik and anr. Vs.***

Vatika Ltd. wherein the Authority has held that when payment of assured returns is part and parcel of builder buyer's agreement (maybe there is a clause in that document or by way of addendum, memorandum of understanding or terms and conditions of the allotment of a unit), then the builder is liable to pay that amount as agreed upon and the Act of 2019 does not create a bar for payment of assured returns even after coming into operation as the payments made in this regard are protected as per section 2(4)(l)(iii) of the Act of 2019. Thus, the plea advanced by the respondent is not sustainable in view of the aforesaid reasoning and case cited above.

19. The money was taken by the builder as a deposit in advance against allotment of immovable property and its possession was to be offered within a certain period. However, in view of taking sale consideration by way of advance, the builder promised certain amount by way of assured returns for a certain period. So, on his failure to fulfil that commitment, the allottee has a right to approach the authority for redressal of his grievances by way of filing a complaint.
20. The builder is liable to pay that amount as agreed upon and can't take a plea that it is not liable to pay the amount of assured return. Moreover, an agreement defines the builder/buyer relationship. So, it can be said that the agreement for assured returns between the promoter and allottee arises out of the same relationship and is marked by the original agreement for sale.
21. It is not disputed that the respondent is a real estate developer, and it had obtained registration under the Act of 2016 for the project in question. The Authority under this Act has been regulating the advances received under the project and its various other aspects. So, the amount paid by the

complainant to the builder is a regulated deposit accepted by the latter from the former against the immovable property to be transferred to the allottee later on. In view of the above, the respondent is liable to pay assured return to the complainant-allottee in terms of the builder buyer agreement dated 30.08.2016.

22. On consideration of documents available on record and submissions made by the complainant and the respondent, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The agreement executed between the parties on 30.08.2016. The assured return is payable to the allottees as per clause 15 & 16 of the buyer's agreement dated 30.08.2016. The promoter had agreed to pay to the complainant-allottee Rs.151.65/- per sq. ft. on monthly basis on super area of the said unit will commence from the execution of BBA dated 30.08.2016 till the construction of the said commercial unit is complete (06.09.2021) and thereupon @Rs.130/- sq.ft. the developer will pay committed return for upto three years from the date of completion of construction of the said building (06.09.2024) or the said unit is put on lease, whichever is earlier. The respondent refused to pay the same by taking a plea of the Banning of Unregulated Deposit Schemes Act, 2019. However, Act of 2019 does not create a bar for payment of assured returns even after coming into operation and the payments made in this regard are protected as per Section 2(4)(iii) of the above-mentioned Act.
23. In the present complaint, Occupation Certificate for the block in which unit of complainant is situated has been received by the promoter on 06.09.2021. The Authority is of the view that the construction is deemed to

be complete on receipt of occupation certificate from the concerned authority by the respondent promoter for the said project.

24. Upon perusal of the documents on record, the Authority observes that the respondent himself stated in his reply that a lease deed had been executed with Google Connect Services India Limited on 22.06.2020, which was subsequently terminated. Moreover, it is observed that the lease deed has been executed prior to obtaining the Occupation Certificate. Thereafter, the respondent sent an email on 27.01.2023 informing the complainant that they had successfully executed a lease agreement with Air India for Block 2 and Block 4 at Vatika One on One. Therefore, considering the facts of the present case, the respondent no.1 is directed to pay the pending amount of assured return at the agreed rate i.e., 151.65/- per sq.ft. per month from the date the payment of assured return is not been made till the date of completion of construction of the unit i.e., till the date of receipt of OC on 06.09.2021, and thereafter Rs. 130/- per sq.ft. per month as committed return up to three years from the date of receipt of OC after the completion of the said building (06.09.2024) or till the date of said unit is put on lease to Air India (16.01.2023), whichever is earlier. Therefore, the committed returns are payable @Rs. 130/- per sq.ft. per month from 06.09.2021 till 16.01.2023.
25. Accordingly, the respondent is directed to pay the outstanding accrued assured return amount till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainants and failing which that amount would be payable with interest @ 8.85% p.a. till the date of actual realization.

H.II The respondent is directed to pay an amount of Rs. 4,08,000/- towards the claim of monthly rental along with interest @ 12% amounting to Rs. 18,360/- from 01.04.2023 till 13.11.2023, and further till realization, to the complainant.

H.III The respondent is directed to pay an amount of Rs. 18,62,000/-towards the claim of Differential in Monthly Rental from 01.04.2023 till 13.11.2023, and further till realization, to the complainant.

H.IV The respondent is directed to pay an amount of Rs. 3,06,000/- towards the claim of 6 months rental security deposit along with interest @ 12% amounting to Rs. 24,480/- from 01.04.2023 till 13.11.2023, and further till realization, to the complainant

26. The complainant is further seeking relief with respect to payment of lease rental as per the builder buyer agreement dated 30.08.2016. Vide clause 16.5 of the agreement for lease rental dated 30.08.2016, the complainant has authorised the respondent to negotiate and finalize the leasing arrangement in respect of the unit, individually or in combination with other adjoining units, at a minimum lease rental of Rs. 130/- per sq.ft. super area per month for the first term (of whatever period). If on account of any reason, the lease rent achieved in respect of the first term of the lease is less than the aforesaid Rs.130/- per sq. ft. super area per month, then the Developer shall pay to the Buyer a onetime compensation calculated at the rate of refer annexure I per sq. ft. super area for every one rupee drop in the lease rental below refer annexure I per sq. ft. super area per month. This proviso shall not apply in case of second and subsequent leases/lease terms of the said unit.
27. As per documents placed on record by the complainant, the respondent entered into lease deed with Air India Ltd. on 16.01.2023 for commercial space. Therefore, the Authority is of view that the builder buyer agreement executed between the parties i.e., the respondent and the allottee consisting

of the lease rental clause, is binding on them. Accordingly, the respondent is directed to pay the lease rental and rental security in term of the builder buyer agreement to the complainant along with interest. It is important to note that in case the unit in question is leased out by the respondent no.1 at the rate lower/higher than as is fixed by the respondent, the respondent no.1 is obligated to settle the same in terms of clause 16.5 and clause 16.6 of the builder buyer agreement dated 04.02.2016. The said clause 16.5 and 16.6 is reproduced below:

16.5 The Developer expects to lease out the Said Unit (individually or in combination with other adjoining units) at a minimum lease rental of Rs.130/- per sq. ft. super area per month for the first term (of whatever period). If on account of any reason, the lease rent achieved in respect of the first term of the lease is less than the aforesaid Rs.130/- per sq. ft. super area per month, then the Developer shall pay to the Buyer a onetime compensation calculated at the rate of refer Annexure I per sq. ft. super area for every one rupee drop in the lease rental below refer Annexure I per sq. ft. super area per month. This proviso shall not apply in case of second and subsequent leases/lease terms of the said Unit.

16.6 However, if the lease rental in respect of the aforesaid first term of the lease exceeds the aforesaid minimum lease rental of Rs. refer Annexure I per sq. ft. super area, then, the Buyer shall pay Refer Annexure-1 only) per sq. ft. super area of the said Unit for every one rupee increase in the lease rental over and above the said minimum lease rental of Rs. refer Annexure I (Rupees Refer Annexure-1 only) per sq. ft. super area per month. This provision is confined only to the first term of the lease and shall not be applicable in case of second and subsequent leases/lease terms of the said Unit.

28. Further, the respondent no.1 shall not charge anything from the complainant which is not part of the buyer's agreement executed between them.

I. Directions of the Authority

29. 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) of the Act:

- i. The respondent is directed to pay the amount of assured return at the agreed rate i.e., @ Rs. 151.65/- per sq. ft. per month from the date of assured return has not been made till the date of completion of construction of the project i.e., 06.09.2021, and thereafter, committed return @Rs.130/- per sq.ft. per month from 06.09.2021 till 16.01.2023.
- ii. The respondent no.1 is directed to pay lease rental to complainant in terms of clause 16.5 and 16.6 of the builder buyer agreement. Further, in case the unit in question is leased out by the respondent at the rate lower/higher than as is fixed by the respondent, the respondent no.1 is obligated to settle the same in terms of clause 16.5 and 16.6 of the said agreement.
- iii. The respondent no.1 is directed to pay the outstanding accrued assured return amount along with lease rentals till date at the agreed rate within 90 days from the date of this order after adjustment of outstanding dues, if any, from the complainant and failing which that amount would be payable with interest @ 8.85% p.a. till the date of actual realization.
- iv. The respondent no.1 is directed to execute the conveyance deed of the allotted unit within a period of 30 days from the date of this order.
- v. The respondent no.1 shall not charge anything from the complainant which is not part of the buyer's agreement.

30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
31. Complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.
32. File be consigned to the registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram
25.11.2025



(Ashok Sangwan)
Member