

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

**Complaint no. :** 1413 of 2023  
**Date of filing of complaint:** 20.04.2023  
**Date of Order:** 09.12.2025

Sumeet Singh  
R/o: H-12, South City-1, Gurgaon, Haryana-122001

**Complainant**

Versus

M/s Manglam Multiplex Private Limited  
Regd. Office at: F-22, LGF, Sushant Shopping  
Arcade, Sushant Lok Phase-1, Gurugram-122002

**Respondent**

**CORAM:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman**  
**Member**

**APPEARANCE:**

Sh. Alok Bhachawat (Advocate)  
Ms. Shriya Takkar and Ms. Meenal Khanna  
(Advocates)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee 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 and location of the project	"M3M 65 <sup>th</sup> Avenue", Sector 65, Gurugram
2.	Nature of the project	Commercial
3.	Project area	14.4125 acres
4.	DTCP license no.	15 of 2017 dated 02.05.2017 valid up to 01.05.2025
5.	Name of licensee	Manglam Multiplex Pvt. Ltd.
6.	RERA Registered/ not registered	01 of 2017 dated 14.06.2017 (Issued for part of the project by the Interim RERA) 32 of 2023 dated 02.02.2023 valid up to 01.05.2024 (for whole project)
7.	Unit no.	R8 LG 02, Lower Ground Floor & Block-8 (As per page no. 34 of the complaint)
8.	Unit area admeasuring	1068.57 sq. ft. (Super area) & 543.35 sq. ft. (Carpet Area) (As per page no. 34 of the complaint)
9.	Allotment letter	25.01.2018 (As per page no. 21 of the complaint)
10.	Date of agreement for sale	28.08.2018 (As per page no. 30 of the complaint)
11.	Possession clause	<b>7. POSSESSION OF THE UNIT</b> <b>7.1 Schedule for possession of the said Unit:</b> <i>The promoter agrees and understands that timely delivery of possession of the apartment for residential use to the allottee along with the car parking space(s), if any, to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the act</i>

		<i>and Rule 2(1)(f) of Rules, 2017, is the essence of the agreement. (As per page no. 49 of the complaint)</i>
12.	Due date of possession	01.05.2024 (As per RERA registration)
13.	Total sale consideration	Rs. 2,48,03,826/- (As per page no. 90 of the reply)
14.	Amount paid by the complainant	Rs.2,46,43,580/- (As per customer ledger dated 30.11.2022 on page no. 90 of the complaint)
15.	Offer of possession	No document on record
16.	Demand letter	10.06.2021 (As per page no. 99 of the reply)
17.	Reminder letter	30.06.2021 (As per page no. 100 of the reply)
18.	Pre-cancellation notice	15.07.2021, 25.11.2021 & 30.03.2022 (As per page no. 101, 119 & 125 of the reply)
19.	Cancellation notice	23.08.2021 (As per page no. 102 of the reply)
20.	Occupation Certificate	30.09.2021 (As per page no. 109 of the reply)
21.	Unit handover letter	27.03.2024 (As per page no. 5 of the application of the respondent for placing on record copy of unit handover letter and conveyance deed)
22.	Conveyance deed	28.03.2024 (As per page no. 10 of the application of the respondent for placing on record copy of unit handover letter and conveyance deed)

### B. Facts of the complaint:

3. That the complainant has made following submissions:
  - I. That the present complaint is being filed under section 31 of the Act of 2016 read with rule 28 of the Rules, 2017 by the complainant Mr. Sumeet

Singh, against the promoter M/s. Mangalam Multiplex Pvt Ltd., on account of violation of section 11(4)(a) of the Act, as the promoter has failed to fulfill its obligation, under the agreement for sale dated 28.08.2018, of giving possession of the unit as shown by the respondent at the time of booking the unit no. R8 LG 02 on the Lower Ground Floor in block 8 in the project namely "M3M 65<sup>th</sup> Avenue" & also charged Rs.26,53,274/- including taxes towards 'Preferential Location Charges' in respect of the said unit.

- II. That the respondent claimed to be one of the most reputed builders in the New Delhi/ NCR region and allured the complainant and other individuals to invest in their newly launched project and timely completion. Allured by the project, the complainant decided to book a unit bearing no. R8 LG 02 on the Lower Ground Floor in Block 8, having a super area of approximately 99.27 sq. mts. for a total sale consideration of Rs.2,46,43,544/- in the said project. Accordingly, the complainant paid a booking amount of Rs.29,29,078/-. The respondent sent an allotment letter dated 25.01.2018 against the booking/earning money towards the said unit.
- III. That after receiving the payment of Rs.29,29,078/- the parties executed an agreement for sale dated 28.08.2018.
- IV. That the respondent showed the floor plan with the anchor shop/ said unit & the complainant started making payments as demanded by the respondent. However, at the time of possession, the complainant came to know that the respondent constructed a new unit/structure. The respondent closed the portion of the staircase (where new structure has been built) resulting in the said unit losing the preferential location status despite taking preferential location charges of Rs.26,53,274/-.

- V. That on 25.10.2021 the complainant received a notice for the offer of possession of the said unit and demanded an amount of Rs.1,61,58,116/- towards the said unit. The complainant made the entire payment to the respondent including the maintenance charges for the FY 2022-23.
- VI. That the respondent took advantage of their dominant position in the contract and the fact that the complainant had paid the entire amount towards the said space and drew an unfair and illegal contract with him, provisions of which were totally arbitrary, unilateral, and one-sided. The respondent charged preferential location charges as per the floor plan shown and constructed a new structure/unit before the complainant's unit resulting to losing of the anchor status for which PLC has been paid. Despite several emails the respondent is not giving possession of the said unit to the complainant. The complainant was denied the fair scope of compensation in case of delay of possession. It is submitted that such unilateral, one-sided, and arbitrary agreements have already been held to be illegal, unfair, and inapplicable while deciding the matter of compensation for the allottees in cases of delay in the offer of possession and unfair trade practices followed by the respondent/developer, by several courts.
- VII. That the project was launched in 2017 and the booking was made in 2018. At the time of booking, the complainant preferred a preferential location and also paid an amount towards the preferential location charges status. But the respondent failed to provide the said unit as assured at the time of booking to the complainant. The complainant made entire payment of Rs.2,46,43,580/-. The respondent has thus, failed to fulfill its obligation, under the agreement for sale dated

28.08.2018, of providing preferential location as assured to the complainant & is guilty of the violation of section 11(4)(a) of the Act.

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

4. The complainant has sought following relief(s):
- i. Direct the respondent to give possession of the said unit at the earliest without charging maintenance and other charges, including holding charge till the complainant gets possession.
  - ii. Direct the respondent to pay the interest @ 24% p.a. on the amount of Rs.2,46,43,580/- from 03.05.2022 till the handing over of the possession of the said unit.
  - iii. Direct the respondent to refund the PLC of Rs.26,53,274/- (including GST) along with interest @ 24% per annum from the date of their respective deposit, for losing the preferential location status or in the alternative to remove the new structure and open the staircase.
  - iv. Direct the respondent to refund the amount of Rs.1,89,138/- paid as maintenance charges for the period FY 2022-23 or in the alternative direct the respondent to adjust the said amount in future towards maintenance charges to be paid by the complainant starting from the date of handing over the possession of the said unit.
  - v. Hold the respondent guilty of following unfair trade practices with the complainant.
  - vi. Penalize the respondent for gross negligence and deliberate and wilful violation of provisions of the Act of 2016.

**D. Reply by the respondent:**

5. The respondent contested the complaint on the following grounds:
- I. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the complainant actually defaulted in payments of

demands and failed to execute the buyer's agreement and is now seeking the complete modification of the terms and conditions of the understanding between the parties. It is submitted that the complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law, therefore, the complaint deserves to be dismissed at the very threshold.

II. That the issues raised by the complainant cannot be addressed before the Hon'ble Authority and the subject matter cannot be adjudicated without going into the facts of the case which requires elaborate evidence to be led and which cannot be adjudicated upon under the summary jurisdiction of the Hon'ble Regulatory Authority. Thus, the complaint is thus liable to be dismissed on this ground alone.

III. **Non-joinder of necessary party:**

a. That the complainant herein has sought relief against the maintenance agency i.e., M Worth facility Services Private Limited, however, has failed to make the maintenance agency a party to the present lis. Thus, the complaint is clearly defective in nature and is liable to be dismissed on the ground of non-joinder of necessary party.

IV. **The complainant is not entitled to any relief whatsoever:**

a. That at the very outset, the respondent wants to bring to the kind knowledge of the Authority that the complainant has not approached the Authority with clean hands and is guilty of suppression of material facts absolutely relevant for just and proper adjudication of this complaint. The application form was received by the respondent company for a commercial unit in 'M3M 65<sup>th</sup> Avenue'. In due consideration of the booking amount paid by the complainant and his commitments to comply with the terms of the

- booking/allotment and make timely payments of demands, the complainant was allotted a commercial unit bearing no. R8 LG 02 on Lower Ground Floor in Block 8. The cost of the unit for carpet area admeasuring 543.35 sq. ft. was Rs.2,22,94,644/- plus other charges.
- b. That the buyer's agreement was executed between the parties on 28.08.2018 and the same was duly registered. It is pertinent to mention that the buyer's agreement duly covers all the liabilities and rights of both the parties.
- c. That the respondent raised all the demand in accordance with the payment plan opted by the complainant on the achievement of the relevant construction milestone. The respondent company vide demand letter dated 10.06.2021 raised the demand due on completion of retail structure and requested the complainant to make payment of Rs.73,45,533/- on or before 29.06.2021. It is submitted that all the demands were raised as per the payment plan opted by the complainant. Since, the complainant failed to clear his outstanding dues therefore, the respondent issued reminder letter dated 30.06.2021 requesting the complainant to clear his pending dues. Despite issuance of reminder letter, the complainant failed to make payments as a consequence of the same the respondent issued pre-cancellation notice dated 15.07.2021. The complainant failed to clear his pending dues therefore the respondent was constrained to cancel the allotment of the complainant vide cancellation letter dated 23.08.2021.
- d. That despite the non-fulfilment of the obligation of making timely payment, the respondent fulfilled its promise and had constructed the said unit of the complainant, by investing its own funds. It is pertinent to mention that the respondent has completed the

construction way before the agreed timeline and applied for the OC on 30.04.2021.

- e. That the complainant thereafter after assessing the state of development approached the respondent and requested for restoration of allotment. The respondent being a customer-oriented company acceded to the request of the respondent and agreed to restore the allotment of the complainant on the condition that the complainant would make clear his outstanding dues.
- f. That the complainant deposited an amount of Rs.10,00,000/- towards his pending dues vide cheque dated 18.09.2021 and receipt dated 20.09.2021 was issued by the respondent. It is relevant to mention here that the complainant had earlier booked unit no. R8 149 in the project 'M3M 65<sup>th</sup> Avenue' being developed by the respondent. Thereafter, the complainant requested for cancellation of unit bearing no. R8 149 and transfer of funds to the unit in question. The respondent acceded to the request of the complainant and transferred the amount of Rs.12,01,310/- into the account of the complainant without any deductions on 27.09.2021 and issued receipt dated 27.09.2021. The complainant vide cheque dated 30.09.2021 paid an amount of Rs.4,01,133/- towards his pending dues and the respondent issued receipt dated 30.09.2021. It is noteworthy to mention that the allotment of the unit bearing no. R8 LG 02 was cancelled on account of multiple payout defaults by the complainant and the cancellation letter dated 23.08.2021 was revoked on account of part payment of demands raised. Subsequently, the respondent as a goodwill gesture gave a rebate of Rs.10,98,690/-, despite the lackadaisical behaviour of the complainant to fulfil his contractual obligations to remit the

payments in due time, The said rebate was duly accepted by the complainant.

- g. That the Occupation Certificate was granted by the competent Authority on 30.09.2021 after due verification and inspection. The respondent vide notice for offer of possession dated 25.10.2021 offered possession to the complainant and requested him to remit outstanding amount towards the remaining basic sale price, tax, cess, stamp duty charges etc. It is submitted that all the demands were raised in accordance with the terms of the buyer's agreement. Thus, the construction of the project was completed much before the prescribed commitment period i.e., June 2022 and there is no delay in offering possession of the unit to the complainant. It is submitted that no objections qua the amount payable and the charges levied was raised by the complainant and thus, the same were accepted by the complainant.
- h. That the complainant is in violation of his agreed obligations failed to remit the amount towards the dues communicated vide the offer of possession, therefore the respondent was forced to issue a pre-cancellation notice dated 25.11.2021.
- i. That the complainant vide cheque dated 30.11.2021, 15.02.2022, 15.04.2022, 15.04.2022 deposited an amount of Rs.25,28,960/-, Rs.25,00,000/-, Rs.25,00,000/-, respectively towards his outstanding dues as stated in the notice of possession. Despite issuance of the aforesaid notice, the complainant herein failed to come forward to clear dues therefore the respondent issued another pre-cancellation notice dated 30.03.2022. Thereafter the complainant deposited an amount of Rs.50,00,000/- and

Rs.47,96,002/- vide cheques dated 15.04.2022 and the respondent issued receipt on 15.04.2022.

- j. That despite the complainant's default in making timely payments of the demands raised, the respondent as a goodwill gesture adjusted an amount of Rs.19,04,036/- towards discount from the sale consideration vide credit note dated 03.05.2022.
- k. That the complainant visited the project site and after being satisfied with the unit, its location, dimensions, location and quality executed the indemnity cum declaration on their own free. The complainant by executing the said document confirmed that the same are in accordance with the terms of the buyer's agreement. The complainant further also agreed that he has no claims or demands of any nature whatsoever against the respondent.
- l. That the complainant now with a mala fide intention has filed the present complaint allegedly seeking refund of the PLC amount deposited along with other reliefs. It is submitted the complainant is raising the said issue as an afterthought with the sole motive to unjustly enrich himself. The unit in question is preferentially located i.e., is atrium facing. All charges have been raised by the respondent in accordance with the terms of the buyer's agreement. Thus, the complainant is estopped from raising any issues.
- m. That the complainant is not coming forward to take possession of the unit which is ready and complete. The default of the complainant in not coming forward to take possession of the unit and complying with other obligations is duly covered under the buyer's agreement. Thus, the complainant is in default of his contractual obligations.
- n. That the complainant has paid the full amount of the total sale consideration however, has failed to come forward to get the

conveyance deed registered and to make payments of the stamp duty and the registration charges. It is submitted that the respondent is incurring various losses/damages which maintaining the said unit and the complainant is liable to pay holding charges and maintenance charges.

- o. That the present complaint has been filed with total disregard to the terms of the agreement executed by the complainant. The default of the complainant in not coming forward to take possession of the unit, amounts to default as per the agreement. The complainant, thus as an attempt to avoid the consequences of the breach of the agreement have filed the present malafide complaint and thereby in essence, the quashing of the terms and conditions of the agreement. It is submitted that the respondent is acting as per the terms and conditions of the agreement executed between the parties.
- p. That all the demands by the respondent is as per the schedule of payment opted by the complainant. Hence, being totally aware about the preferential location charges as per the payment plan, the complainant is intentionally not coming forward to take possession and therefore is a defaulter and the present complaint is liable to be dismissed on this short ground alone. It is thus submitted that the complainant herein, who has filed a malafide complaint with false facts with sole intention to unjustly enrich himself, cannot be entitled to seek any relief from this Hon'ble Authority.

**V. The project was completed much before the agreed time limit:**

- a. That the due date of possession as per the terms of the application form was 30.06.2022, or as may be further revised/approved by the Authorities. The respondent despite adverse circumstances like NGT orders, COVID-19 pandemic completed the construction of the

project. The occupation certificate was granted by the competent Authority on 30.09.2021 after due verification and inspection. Thus, no case under Section 18 of Act of 2016 is made out and the complaint merits dismissal.

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

**E. Jurisdiction of the authority:**

7. The respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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**

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

***Section 11(4)(a)***

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.*

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

**F. Findings on objections raised by the respondent:**

**F.I Objection regarding non-joinder of necessary party.**

11. The respondent has raised a contention that the filing of present complaint without making the maintenance agency i.e., M Worth facility Services Private Limited as a party to the same is bad in eyes of law as the complainant has sought relief against the maintenance agency. But the complainant has sought all the relief from the respondent only and there is no document on record evidencing the fact that any agreement has been executed between the complainant and the maintenance agency i.e., M Worth facility Services Private Limited. Therefore, there is no privity of contract between the parties and there is no need to make the M Worth facility Services Private Limited a party to the present complaint. Thus, the contention of the promoter stands rejected.

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

- G.I Direct the respondent to give possession of the said unit at the earliest without charging maintenance and other charges, including holding charge till the complainant gets possession.**
- G.II Direct the respondent to pay the interest @ 24% p.a. on the amount of Rs.2,46,43,580/- from 03.05.2022 till the handing over of the possession of the said unit.**

12. The above-sought reliefs by the complainant are taken together being interconnected and finding of one relief will definitely affect the other.
13. The complainant was allotted a unit vide allotment letter dated 25.01.2018 in the project of respondent namely "M3M 65<sup>th</sup> Avenue" in Sector-65, Gurugram for a total sale consideration of Rs.2,48,03,826/-. An agreement for sale was executed between the complainant and the respondent on 28.08.2018 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.2,46,43,580/-.
14. In the present complaint, the complaint is seeking relief of possession along with delayed possession charges.
15. The Authority has gone through the documents placed on record and observed that as per the agreed payment plan (page no. 95 of the reply), the total sale consideration of the unit is Rs.2,48,03,826/- which includes 100% registration charges and stamp duty charges, however, the complainant has paid only Rs.2,46,43,544/- which depicts that the complainant did not pay the registration charges and stamp duty charges for execution of conveyance deed. However, the complainant vide email dated 10.08.2022 requested the respondent to handover the possession and get the conveyance deed executed without insisting on payment of registration charges.
16. The counsel for the complainant vide proceedings of the day dated 29.02.2024 brought to the notice of the Authority that the unit was cancelled way back in August, 2021 by the respondent on account of non-payment of due instalments but after the cancellation, the complainant has paid the total sale consideration of Rs.2,46,43,544/- and made the final payment on 15.04.2022 and requested for possession of the unit. He further mentioned that on 25.01.2023, the complainant has also paid the

maintenance charges as demanded by the respondent and as on date no amount is due which has to be paid by the complainant.

17. In view of the same, the respondent was directed to offer the possession of the unit within 15 days and get the conveyance deed executed within next 45 days on payment of requisite registration charges and stamp duty charges.
18. The counsel for the complainant confirmed vide proceedings of the day dated 30.05.2024 that in pursuance of the directions of the Authority dated 29.02.2024, the physical possession of the unit was handed over to the complainant on 27.03.2024 and the conveyance deed has been executed on 28.03.2024 and requests for grant of delayed possession charges and refund of the PLC charges as the unit is changed from 2<sup>nd</sup> last to 3<sup>rd</sup> last.
19. The Authority has gone through the possession clause of the agreement for sale dated 28.08.2018 and observed that as per the clause 7 i.e., the possession clause, the respondent has to deliver the possession of the unit as per Rule 2(1)(f) of Rules, 2017. Therefore, as per RERA registration of the project, the completion date of project is 01.05.2024. Thus, the due date for possession of the unit comes to 01.05.2024. However, as per the documents available on record, the respondent has obtained the occupation certificate way back on 30.09.2021 and the unit was handed over physically on 27.03.2024 and conveyance deed was executed on 28.03.2024 i.e., prior to the due date of possession i.e., 01.05.2024. Therefore, no case of delayed possession charges is made out. Thus, no direction to this effect.

**G.III Direct the respondent to refund the PLC of Rs.26,53,274/- (including GST) along with interest @ 24% per annum from the date of their respective deposit, for losing the preferential location status or in the alternative to remove the new structure and open the staircase.**

**G.IV Direct the respondent to refund the amount of Rs.1,89,138/- paid as maintenance charges for the period FY 2022-23 or in the**

**alternative direct the respondent to adjust the said amount in future towards maintenance charges to be paid by the complainant starting from the date of handing over the possession of the said unit.**

20. The above-sought reliefs by the complainant are taken together being inter-connected and finding of one relief will definitely affect the other.
21. In the present complaint, the conveyance deed has been executed on 28.03.2024 which is prior to the due date of possession i.e., 01.05.2024. As per para 4 of the conveyance deed dated 28.03.2024, the complainant has relinquished his claims on its execution. The relevant clause is reproduced below for ready reference:

*"The vendee has independently satisfied himself/herself/ themselves/itself that the construction as also various installations in the said unit and 'M3M 65<sup>th</sup> Avenue' has been provided in accordance with the requisite drawings and specifications and are in good order and condition. The vendee assures the vendor that he/she/they/it shall not raise any objection or make any claim against the vendor in respect of any item of work which may be alleged to have been and/or not have been carried out or completed and/or for any other reason whatsoever and such claim and/or objection, if any, shall be deemed to have been waived off by the vendee."*

22. In view of the above stated facts, the complainant is not entitled for any claim after the execution of conveyance deed dated 28.03.2024. Thus, no directions to this effect.

**G.V Hold the respondent guilty of following unfair trade practices with the complainant.**

**G.VI Penalize the respondent for gross negligence and deliberate and wilful violation of provisions of the Act of 2016.**

23. The above-sought reliefs by the complainant are taken together being inter-connected.
24. No material evidence has been placed on record w.r.t defaults of respondent-builder. Neither it is mentioned in the facts of the complaint nor pressed before the Authority during the proceedings of the day. Thus, no direction to this effect.
25. In the present complaint, the unit was handed over on 27.03.2024 and further the conveyance deed was executed on 28.03.2024 i.e., prior to the

due date of possession 01.05.2024. Thus, no case of delayed possession charges is made out and procedure of law cannot allow the litigants to avail more than statutory rights in cases where the conveyance deed has already been executed between the parties. In light of the above, the complaint is not maintainable and the same is dismissed.

26. Complaint as well as applications, if any, stands disposed off accordingly.

27. File be consigned to the registry.



**(Phool Singh Saini)**  
Member



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority,  
Gurugram  
Dated: 09.12.2025

**HARERA**  
GURUGRAM