

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

Complaint no. : 1160 of 2024
Date of Decision: 20.01.2026

Dipti Prasad Padhi
Address at: Near R N College Square AT PO
Dura, Berhampur Ganjam, Odisha.

Complainant

Versus

1. M/s Advance India Projects Limited
Office At: A-22, Hill View Apartments
Vasant Vihar, New Delhi, West Delhi, Delhi-
110057.

Respondent
no.1

2. M/s Landmark Apartments Pvt Ltd
Office At: A 11, Chitranjan Park, New Delhi.

Respondent
no.2

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

APPEARANCE:

Sh. Sukhbir Yadav
Sh. Dhruv Rohtagi

Advocate for the complainants
Advocate for the respondent
no. 1 s

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for

violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of the project	"AIPL JOY STREET"
2.	Nature of the project	Commercial (Food court outlet)
3.	Location of the project	Sector-66, Village- Medawas & Badshahpur, Gurugram.
4.	HRERA Registered	Registered Vide registration no. 157 of 2017 dated- 28.08.2017.
5.	DTCP license	License no. 7 of 2008
6.	Allotment letter	11.01.2018 (As on page no. 31 of complaint)
7.	Unit no.	SF/018A, Floor-2, Type-Food Court, Tower-Joystreet, 1 Car parking (As on page no. 31 of complaint)
8.	Unit area	332.52 sq.ft. [super area] 61.03 sq.ft. [carpet area] (As on page no. 32 of complaint)
9.	Agreement for sale	03.02.2019 (As on page no. 34 of complaint)
10.	Possession clause	Clause 5. TIME IS ESSENCE <i>The Promoter shall abide by the time schedule for completing the Project, handing over the possession of the</i>

		<p><i>Unit to the Allottee (which for the purpose of this Agreement shall mean issuance of Notice of Offer of Possession of the Unit by the Promoter to the Allottee) and the Common Areas to the association of allottees or the Governmental Authority, as the case may be, as provided under Rule2(1)(f) of Rules, 2017 by 31 December 2020 as disclosed at the time of registration of the project with the Authority or such extended period as may be intimated and approved by Authority from time to time. The completion of the Project shall mean grant of Occupancy Certificate for the Project.</i></p> <p>[Emphasis supplied] (As on page no. 47 of complaint)</p>
11.	Due date of possession	<p>31.12.2020 (As per clause 5 of the Agreement to Sale at page no. 47 of complaint)</p>
12.	Clause for physical possession of the unit in the C.D.	<p>Clause 11. Physical Possession of the Said Unit: (a) <i>The Vendee(s).....</i> <i>The Vendee(s) hereby confirms and undertakes:</i></p> <p>(i) <i>That the Vendee(s) shall not demand physical possession of the Said Unit.</i></p> <p>(ii) <i>That the Vendee(s) can seek physical possession of the Said Unit only in case the entire Said Unit remains vacant/unleased for a continuous period of 6</i></p>

		<p>(six) months in any financial year. It is hereby clarified that in case the Vendee(s) cannot seek physical possession of part of the Said Unit remaining vacant/unleased..</p> <p>[Emphasis supplied] (As on page no. 89 of complaint)</p>
13.	Total sale consideration	Rs.29,34,688/- (As on page no. 41 of complaint)
14.	Amount paid	Rs.29,34,688/- [As alleged by complainant] Rs.16,42,311/- [As per account statement on page no. 119 of reply]
15.	Lease Agreement	09.08.2022 (As on page no. 123 of reply)
16.	Occupation certificate	28.09.2020 (As on page no. 110 of reply)
17.	Offer of possession	01.10.2020 (As on page no. 113 of reply)
18.	Conveyance deed	26.08.2022 (As on page no. 124 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:
- I. That the respondent no. 1 i.e., M/s Advance India Projects Limited is the promoter and the respondent no. 2 i.e., M/s Landmark Apartments Pvt Ltd. is the owner of the land on which the project "AIPL Joy Street" is being developed by both the respondents. The respondents developed a commercial colony on their land admeasuring 1.601 hectares situated at Sector-66, Gurugram, and the DGTCP has granted a license to the respondents for the development of said land vide Licence no. 7 of 2008

dated 21.01.2008 and License no. 152 of 2008 dated 30.07.2008 (reference ATS dated 13.02.2019).

- II. That in October 2017, the complainant received a marketing call from the office of the respondent(s) for booking in a commercial project namely "AIPL Joy Street", situated in Sector - 66, Gurugram. It is pertinent to mention here that the respondents were inviting the application for booking in the said project by presenting that the main attraction of investing money in their project is that the allottee shall get monthly rental income and assured return from the said investment.
- III. That the complainant booked a unit in a food court outlet for commercial use bearing no. SF/018a on 2nd Floor admeasuring 332.52 sq.ft. super area for a total sale consideration of Rs.29,34,688/- by making the payment of Rs.4,00,000/- in advance. It is pertinent to mention here that the complainant got one exclusive parking along with his unit and parking slot bearing no. B3-109B in level basement three was allotted to him.
- IV. That on 13.02.2019, a pre-printed, arbitrary, unilateral, and ex-facie Agreement to Sell was executed inter-se the complainant i.e., Dipti Prasad Padhi and the respondent(s). After going through the arbitrary clauses of the said ATS, the complainant came to know for the first time that the respondents are not going to give him physical possession of the unit booked by him, and by the investment made by the complainant in the project of the respondent shall give the virtual ownership of the unit to the complainant. The complainant had no other option left in his hands but to continue with the project, therefore, he has to sign the said ATS under compelling circumstances.

- V. That as per the possession clause of the said ATS i.e., Clause 5, the respondent(s) were obligated to give possession of the complainant's unit by 31st December 2020. It is relevant to note here that as per the said ATS, the total consideration of the complainant's unit is Rs.29,34,688/-.
- VI. That it has also been agreed between the complainant and the respondents that the respondents shall lease out the unit and the complainant shall get the rental income from his unit. It is further pertinent to mention here that as per Clause 21 of the ATS dated 13.02.2019, the complainant has fully authorized the respondents to lease out his unit.
- VII. That after a lapse of 3 years, the respondent(s) party sent a letter on 09.08.2022 regarding leasing of the complainant's unit. It is pertinent to mention here that as per the said letter, the respondents pretend that they had arranged a lease for the complainant's unit with Food Court Operator "Gokhana". The respondents informed that the intending lessee is engaged in the business of running and operating food courts in various cities of India under the brand "Gokhana", and the deal with the said intended lessee was structured around a mix of "Minimum Guarantee Rental" and "Revenue share" with some exceptions. As per the said Letter of intent, the deal of lease was decided for 9 years from the date of commencement of the lease.
- VIII. That it is highly important to note here that the complainant had given his consent for leasing out his unit to "Gokhana" following the terms and conditions of the above-stated Letter of Intent dated 09.08.2022, however, the said Lease was never executed, and the complainant never received a single penny as rental income from the said lease deal.



- IX. That it has been almost 5 years since the execution of ATS, and the respondents did not arrange any lease arrangement for the unit of the complainant. On 26.08.2022, the Conveyance Deed for the unit of complainant was executed inter-se the respondents and the complainant. After the registration of the said Conveyance Deed, the complainant asked the respondents to give physical possession of his unit, but the respondents mentioned that *"the physical possession shall not be handed over to you, however, you have the ownership of the said Unit"* that means the respondent did not give the absolute rights, and usage rights to the complainant for his unit.
- X. That Conveyance Deed is an instrument that simply means the transfer of property from one party to another, however, even after the registration of the above-stated Conveyance Deed, the respondents did not transfer the unit of the complainant to him by giving him the physical possession.
- XI. That Section 5 of the Transfer of Property Act, 1882 defines the term "Transfer of Property" and says that *In the following sections "transfer of property" means an act by which a living person conveys property, in present or in future, to one or more other living persons, or to himself, or to himself and one or more other living persons; and "to transfer property" is to perform such act. In this section "living person" includes a company or association or body of individuals, whether incorporated or not, but nothing herein contained shall affect any law for the time being in force relating to transfer of property to or by companies, associations or bodies of individuals.* Hence, it is not incorrect to state here that the respondents are obligated under law to give the physical possession of the unit to the complainant.



- XII. That the complainant made several requests to the respondent to give the physical possession of his unit since it has been more than 1 year since the registration of the Conveyance Deed, and the complainant's unit is still vacant after the cancellation of the first lease arrangement and the complainant has got nothing in return of the investment made by his in the project of the respondents. Moreover, Para 11 (i) and (iv) of the Conveyance Deed i.e., Physical Possession of the Said Unit, also states the same that,
- i. "the allottee can seek physical possession of the Unit only in case the entire Unit remains vacant/ unleased for a continuous period of 6 months in any financial year"
 - iv. After taking physical possession of the Said Unit as per sub-para (iii) as above, the said unit shall be used or leased, as the case may be, by the Vendee only in accordance with the zoning plan/ tenant mix for the floor/ area on/ in which the said unit is located and/ or keeping in view
- XIII. That the complainant has been following up with the respondents since long to get physical possession of his unit, but he got nothing but mental harassment as well as financial loss. It is pertinent to mention here that having hope in his heart, the complainant has been sending emails and making requests to get physical possession of his unit telephonically as well as through emails, but all went in vain.
- XIV. That since August 2022, the complainant paid several visits to the project site, and office of the respondent(s) and made every possible effort to get physical possession of his unit/flat, but all went in vain because the respondent(s) failed to complete the construction of the project on time.
- XV. That the physical possession of the complainant's unit may kindly be delivered to him since the unit of the complainant has been vacant

continuously for more than 1.5 years, therefore, the complainant is entitled to get the physical possession of his unit so that he can start the work of demarcation of his unit and use the said unit as per his choice as mentioned in Para 11 (iv) of the Conveyance Deed.

C. Relief sought by the complainant:

4. The complainant in the present complaint is seeking the following relief(s).

- a. Direct the respondent to give physical possession of the unit allotted to his unit.
- b. Direct the respondents to give the demarcation of the complainant's unit, so that the complainant can fix the walls and door to his unit.
- c. Direct the respondents to give proper electricity, water, and Gas/PNG connection. (Justification: Complainant's unit is a food court and electricity, Water, and Gas connection is required to run the business).
- d. Direct the respondent or its nominated maintenance agency to charge maintenance charges till the actual handover of the possession.
- e. Direct the respondents to provide a copy of Completion Certificate.

D. Reply by the respondent no. 1.

5. The respondent no. 1 has contested the complaint on the following grounds.

- I. That the Conveyance Deed was executed with a clear understanding between the parties that the Physical Possession of the said unit will not be given to the complainant and that the said unit is not for physical occupation or use by the complainant. The complainant, since

the time of booking was fully aware about the fact that the unit was not for self-occupation and therefore, until the filing of the present complaint, remained quiet and never objected to the said term and condition, which also finds categorically mentioned, not only in the Application Form or the Agreement to Sell, but is also an integral part of the Conveyance Deed executed between the parties. Thus, the complainant is now estopped from raising any objection or concoct any story or raise any allegations, that any fraud was played by the respondent or that she was not made aware of such a term of booking. The allegations are malafide, afterthought and arbitrary.

- II. That the complainant himself had agreed and accepted the terms and conditions of the booking, by virtue of the Application Form and subsequent documents such as the Agreement to Sell as well as the Conveyance Deed, whereby it was re-affirmed that the unit in question was not for self-occupation and that the physical possession was not to be given to the allottees. The complainant never objected to the said condition and therefore, is now estopped from raising any grievance against the said condition of allotment.
- III. That the complainant is not an "Allottee" but an Investor who has booked the unit in question as a speculative investment in order to earn rental income/profit from its resale.
- IV. That the complainant had approached the respondents and expressed an interest in booking an apartment in the commercial project, developed by the respondent, known as "AIPL Joy Street" at Sector 66, Gurugram, Haryana for investment purposes. That thereafter, the complainant vide application form dated 17.10.2017 applied to the respondent for provisional allotment of a unit bearing number

SF/018A, 2nd Floor in the project with a specific understanding that the complainant would only get constructive possession of the unit.

- V. That subsequently, the respondent issued allotment letter dated 11.01.2018 to the complainant, thereby allotting unit no. SF/018A, 2nd Floor in the project. The relevant clause of the Application Form is reproduced hereunder:

"41. The Applicant has clearly understood that the Unit is not for the purpose of self-occupation and use by the Applicant and is for the purpose of leasing to third parties along with combined units as larger area. The Applicant has given unfettered rights to the Company to lease out the Unit along with other combined units as a larger area on the terms and conditions that the Company would deem fit. The Applicant shall at no point of time object to any such decision of leasing by the Company."

- VI. That the respondent in furtherance of the said arrangement and transparency, reached out to the Complainant for the execution of the Agreement to Sell/ Buyer's Agreement. However, due to non-availability of the complainant, as informed by him vide his email dated 19.12.2017 and due to reasons best known to the complainant, the execution of the Agreement to Sell/ Buyer's Agreement to Sell was delayed. Thereafter, an Agreement to Sell dated 13.02.2019 was executed between the complainant and the respondent. As per clause 5 of the Agreement to Sell dated 13.02.2022,

"The Promoter shall abide by the time schedule for completing the Said Unit/Project, handing over the possession of the Said Unit to the Allottee by 31 December 2020 as disclosed at the time of registration of the Project with the Authority or such extended period as may be intimated and approved by Authority from time to time. The completion of the Project shall mean grant of Occupancy Certificate for the Said Unit/Project. It is agreed between the Parties that for the purpose of this Agreement "handing over the possession of the Said Unit" shall mean issuance of Notice of Offer of Possession of the Unit (defined hereinafter) by the Promoter to the Allottee.

- VII. That the respondent has fulfilled its obligations by offering the possession of the said unit to the complainant within stipulated time,

i.e. on 01.10.2020, after receipt of Occupation Certificate dated 28.09.2020.

- VIII. That the respondents in order to comply with its obligations as set out under the Agreement to sell between the parties, entered into a leasing arrangement for the unit in question with one brand "FoodQuest". The said brand started operations in 2021, however due to the effects of Covid-19, pandemic and lockdown, the said brand could not sustain and left. It is a matter of record that the Leasing Arrangement with the said brand for the First Year was purely on Revenue Share Basis, which was categorically informed by the respondent to the complainant by virtue of the Letter dated 01.06.2021. Since, there was no business sustainability for the brand due to COVID-19 situation, no lease rental could be paid to the complainant.
- IX. That the respondent in all bonafide and good faith made further endeavours and was able to agree on a Leasing Arrangement with another brand "GoKhana" and thereafter, issued a letter dated 09.08.2022 to the complainant, regarding leasing of the unit of the complainant to the prospective tenant. The complainant was duly informed about the execution of the lease deed with the tenant and moreover, he was made aware of the terms and conditions of the lease.
- X. That the leasing of the said unit is dependent upon the market conditions and the brands have had financial impacts on the account of Covid-19 pandemic. The respondent has duly informed the complainant that in case, the brand withdraws from the letter of intent, the respondent has no liability to pay any lease rent to the complainant, however it will endeavour to find another tenant. Hence, the respondent has been falsely implicated in the present complaint.

6. Despite several opportunities, neither did respondent no.2 appeared nor filed reply, thus, vide Proceedings dated 28.05.2025, the respondent no.2 i.e., M/s. Landmark Apartments Private Limited was proceeded against Ex-parte.
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.

E. Jurisdiction of the authority

8. The Authority observes that it has complete territorial and 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, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made

thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

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 complainant at a later stage.

F. Findings on the objections raised by respondent no. 1

F.I Objection regarding the complainant being investor.

12. The respondent no.1 has taken a stand that the complainant is an investor and not consumer, therefore, is not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. The Authority observes that the Act is enacted to protect the interest of consumer of the real estate sector. It is settled principle of interpretation that preamble is an introduction of a statute and states main aims and objects of enacting a statute but at the same time preamble cannot be used to defeat the enacting provisions of the Act. Furthermore, it is pertinent to note that any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates any provisions of the Act or rules or regulations made thereunder. 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 above-mentioned definition of "allottee" as well as all the terms and conditions of the apartment 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 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 promoter that the allottee being an investor is not entitled to protection of this Act also stands rejected.

G. Findings on the reliefs sought by the complainant:

G.I Direct the respondent to give physical possession of the unit allotted to his unit.

G.II Direct the respondents to give the demarcation of the complainant's unit, so that the complainant can fix the walls and door to his unit.

14. The complainant in the present complaint has booked a unit in the project of the respondent namely 'AIPL Joy Street' situated at sector-66, Gurugram, Haryana. The complainant was allotted a unit bearing no. SF/018 A, Type-Food Court, tower-Joystreet situated at second floor, admeasuring 332.52 sq.ft of super area and 61.03sq.ft. of carpet area, alongwith one car parking. The Agreement For Sale for the said unit was executed between the complainant and respondent on 03.02.2019. The total sale consideration of the unit was Rs.29,34,688/- and the complainant has paid the full sale consideration.
15. The complainant has sought the relief of physical possession of the unit. The Agreement For Sale was executed on 03.02.2019, as per possession clause, the respondent was under an obligation to handover the possession of the unit or before 31.12.2020. The occupation certificate was issued on 28.09.2020. Subsequently, the respondent offered

constructive possession to the complainant on 01.10.2020. the Conveyance Deed has been executed in favour of the complainant on 26.08.2022.

16. The complainant contends that clause 22(k) specifically provides that the Allottee may seek physical possession of the unit only in the event the entire unit remains vacant and unleased for a continuous period of six months in any financial year. The complainant submits that since the unit has never been leased out after the offer of possession he is entitled to physical possession.
17. The respondent, in its reply, submits that the said unit is exclusively meant for leasing purposes and that only constructive possession can be handed over; physical possession cannot be delivered. The respondent further asserts that the provision for constructive possession is consistently reflected in the application form and in the agreement for sale.
18. The authority after considering all the documents on record observes that as per Clause 41 of the application form, the unit is not meant for self-occupation. The same is reiterated below:

“41.

The Applicant has clearly understood that that the Unit is not for the purpose of self occupation and use by the Applicant and is for the purpose of leasing to a third parties along with combined units as larger area. The Applicant has given unfettered rights to the Company to lease out the Unit alongwith other combined units as a larger area on the terms and conditions that the Company would deem fit. The Applicant shall at no point of time object to any such decision of leasing by the Company.

[Emphasis supplied]

19. Further, Clause 7 of the agreement stipulates that “possession” shall always mean constructive possession of the unit and not physical handover of the unit to the allottee. The same is reiterated below:



" 7.1

*The Allottee hereby agrees that wherever the reference is made for possession of the Unit in this Agreement or any other document with reference to the Unit, it shall always mean **constructive possession of the Unit and not physical handover of the Unit to the Allottee.** The Allottee hereby confirms that the Promoter has in no way made any representation or warranty to the Allottee except where specifically agreed by the promoter in writing with the Allottee."*

[Emphasis supplied]

20. Clause 22 of the agreement deals with the leasing arrangement and provides that the complainant shall not claim physical possession. The Authority now proceeds to examine Clause 22(k)(i), which is reiterated as under:

" that the Allottee shall not demand physical possession of the Unit till the time the Allottee is in receipt of lease rent/license fees; and

[Emphasis supplied]

21. Clause 22(k)(ii) of the agreement is reiterated below:

"That the Allottee can seek physical possession of the Unit only in case the entire Unit remains vacant/unleased for a continuous period of six (6) months in any financial year. It is hereby clarified that in case part of the Unit is leased in combination with other units by way of merging it as part of the larger area whether horizontally and/or vertically, even in such case the Allottee cannot seek physical possession of the part of the Unit remaining vacant/unleased."

22. As per this clause, the Allottee may seek physical possession of the unit only if the entire unit remains vacant and unleased for a continuous period of six months. The unit has been put on lease to "Food forum" and the same has been intimated to the complainants via email dated 02.09.2024 and a Lease Deed dated 20.02.2025 to the same has been executed and this fact is also admitted by the respondent in its reply. However, a careful interpretation of the clause is necessary. The clause clarifies that if the unit is leased in combination with other units by way of merging it as part of a larger area whether horizontally or vertically

then even in such circumstances the Allottee cannot claim physical possession of the part of the unit that remains vacant or unleased.

23. Clause 22 of the agreement states that the unit forms part of a larger area in combination with other units, merged horizontally and/or vertically. Therefore, the Allottee is not entitled to seek physical possession of the said unit.

24. The Authority holds that, in light of the Application Form, by the Agreement to Sell and the Conveyance Deed, it was expressly and consistently reaffirmed that the unit in question was not intended for self-occupation and that physical possession was not to be handed over to the allottees. The complainant raised no objection to this stipulation at any stage and, having accepted the terms without demur, is consequently estopped from now challenging or raising any grievance in respect of the said condition of allotment.

G.III Direct the respondents to give proper electricity, water, and Gas/PNG connection. (Justification: Complainant's unit is a food court and electricity, Water, and Gas connection is required to run the business).

25. The Authority is of the view that post execution of the Conveyance Deed no such relief can be entertained and are not maintainable and thus declined.

G.IV Direct the respondent or its nominated maintenance agency to charge maintenance charges till the actual handover of the possession.

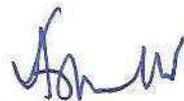
26. The Authority is of the view that the respondent is right in demanding maintenance charges at the rate prescribed therein at the time of offer of possession.

G.V To get an order in his favor by directing the respondent to provide a copy of Completion Certificate.



27. As per section 19(1) of Act of 2016, the allottee is be entitled to obtain information relating to sanctioned plans, layout plans along with specifications approved by the competent authority or any such information provided in this Act or the rules and regulations or any such information relating to the agreement for sale executed between the parties.
28. The Authority is of the view that no relief whatsoever is made out in the favour of the complainant and against the respondent in the present complaint and thus, the present complaint is hereby dismissed.
29. File be consigned to registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated:20.01.2026