

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

**Complaint no. :** 4561 of 2024  
**Date of Decision:** 20.01.2026

1. Vinod Taneja  
2. Smriti Bakshi  
**Both R/o:** D 91, Defence Colony, South  
Delhi, New Delhi-110024.

**Complainants**

Versus

1. M/s Advance India Projects Limited  
**Office At:** 232 B, 4<sup>th</sup> Floor, Okhla Industrial  
Estate, Phase-III, New Delhi-110020.

**Respondent  
no.1**

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

**Respondent  
no.2**

**CORAM:**

Shri Arun Kumar  
Shri Phool Singh Saini

**Chairman  
Member**

**APPEARANCE:**

Sh. Dhruv Lamba  
Sh. Harshit Batra

Advocate for the complainants  
Advocate for the respondents

**ORDER**

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



violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made 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.	Project location	Badshahpur, Sector-66, Gurugram, Haryana
3.	Project area	3.9562 acres
4.	Nature of the project	Commercial Project
5.	DTCP license no. and validity status	07 of 2008 dated 21.01.2008 152 of 2008 dated 30.07.2008
6.	Name of licensee	Resolve Estate Pvt. Ltd.
7.	RERA registration details	157 of 2017 dated 28.08.2017
8.	Application form dated	08.06.2019 [As on page no. 20 of the complaint]
9.	Allotment letter dated	03.07.2019 [As on page no. 72 of the complaint]
10.	Unit no.	SF/R-1A, Restaurant Space, 2 <sup>nd</sup> Floor [As on page no. 80 of the complaint]
11.	Unit area admeasuring	1440.33sq.ft. (Carpet Area)



		3047.72 sq. ft. (Super Area) 1523.86sq.ft. (Covered Area) [As on page no. 80 of the complaint]
12.	Agreement For Sale	16.08.2019 [As on page no. 75 of complaint]
13.	Possession clause as per BBA	<b>1. TIME IS ESSENCE</b> <i>The Promoter shall abide by the time schedule for completing the Project, handing over the possession of the 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 Rule 2(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> [Emphasis supplied] [As on page no. 87 of complaint]
14.	Due date of possession	31.12.2020 [As per possession clause]
15.	Payment Plan	<b>Possession Linked</b> 1. At the time of booking-Any 2. 90 Days from the date of booking-58.07% 3. On Offer of Possession-41.93% [Emphasis supplied] [As on page no. 111 of complaint]
16.	Sale consideration	Rs.1,99,55,007/- [As on page no. 81 of the complaint]



17.	Amount paid by the complainant	Rs.2,02,59,779 /- [As per receipts and SOA at page 139- 164 A of complaint.]
18.	Occupation certificate	28.09.2020 [As on page no. 122 of the reply]
19.	Offer of possession (constructive)	03.10.2020 [As on page no.112 of complaint]
20.	Legal notice sent by complainant to the respondent [Note: The complainant has raised an objection regarding the unlawful lease to "Fuel 4 Fitness" vide an undisclosed document/Lease Deed	13.07.2023 (As on page no. 114 of complaint) By the said Legal Notice, the complainant had offered a final opportunity to the respondent to terminate the Lease.
21.	Legal notice sent by complainant to the respondent	24.06.2023 (As on page no. 120 of complaint) [Note: Herein the complainant submitted that the Agreement For Sale in respect to the said unit was strictly to the use for restaurant only and requested the respondents to terminate the illegal Lease and handover the possession of the unit to the complainant]
22.	Settlement Agreement between respondent no.1 and Fuel 4 Fitness, whereby the Lessee ie., Fuel 4 Fitness agreed to vacate and handover peaceful possession of the Premises to respondent no.1 within 20d days from the date of the settlement Agreement.	27.03.2024 (As on page no. 126 of complaint) [The respondent no.1 waived off an unpaid rent of Rs.6,25,630/- , a security deposit of Rs.13,66,577/- was refunded after deduction of Rs.1,78,729/-]

**B. Facts of the complaint**



3. The complainants have made the following submissions in the complaint:
- I. That the Office of the Director, Town & Country Planning, Chandigarh, Government of Haryana (DTCP) granted following Licenses bearing no. 07 of 2008 dated 21.01.2008 and 152 of 2008 dated 30.07.2008 to the respondent no. 2 for developing a commercial colony namely "AIPL Joy Street". Further, the respondent no. 2 and respondent no. 1 had entered into a development agreement dated 31.12.2015 for developing the above-named commercial colony on the land admeasuring 1.601 hectare (3.9563 acres) situated in the revenue estates of Village Maidawas, Tehsil Badshahpur, Distt. Gurugram now known as Sector 66.
  - II. That the subject project has also been registered with the Authority vide Registration bearing no. 157 of 2017 dated 28.08.2017.
  - III. Thereafter, the respondents issued an advertisement w.r.t the subject project and thereby invited applications from prospective buyers for the purchase of units in the said project. Accordingly, the marketing and sales team of the respondents approached the complainants and made several representations and tall claims regarding the impressive and unmatched investment returns of at least Rs.80-90/- per sq.ft. per month.
  - IV. Believing upon the aforesaid claims, representations of the respondents, on 07.05.2019, the complainants were induced to part with their hard earned money and were made to invest in the subject project in the form of booking a Restaurant Space for commercial use bearing no. SF/ R-1A, having carpet area of 133.81 square meter (1440.33 square feet) on 2<sup>nd</sup> floor for the basic sale price @ Rs. 5244/-



per sq. ft., development charges @ Rs. 600/- per sq. ft. and IFMS Deposit @ Rs. 100/- per sq. ft.

- V. That subsequently on 03.07.2019, an allotment letter was issued by the respondent's company in the name of the complainants vide which a Restaurant Space bearing no. SF/R-1A, Second Floor, admeasuring 3047.72 sq. ft. was allotted at BSP @ Rs. 5246/- per sq. ft., Development charges @ Rs. 600/- per sq. ft. and IFMS @ Rs. 100/- per sq. ft. The respondents in this letter itself confirms the receipt of an amount of Rs.1,03,78,832.00/- which is almost 57% of the total sale consideration of the subject unit which is a clear-cut violation of the section 13(1) of the Real Estate (Regulation & Development) Act, 2016. However, in the present case, the respondents had collected almost 57% of the total sale consideration before even executing a buyer's agreement which is a violation of the provisions of the Act of 2016 and Rules of 2017.
- VI. That on 16.08.2019, a Buyer's Agreement was executed inter se parties vide which a "Restaurant Space bearing no. SF/R-1A on Second Floor, having a super area of 3047.72 sq. ft. (Carpet area: 1440.33 sq. ft. and Covered area: 1523.86 sq. ft.) was allotted.
- VII. That it is a matter of fact and record that the buyer's agreement dated 16.08.2019 is not a RERA compliant buyer's agreement as the same is not in consonance/ concurrence with the Model Buyer's Agreement provided by the respondents at the time of the registering the subject project with the Authority.
- VIII. That on 03.10.2020, the respondent issued an intimation of "Constructive Possession" of the subject unit to the complainants. The buyer's agreement clearly placed an embargo upon the complainants that they shall not use, the unit for any purpose other than for the



purposes provided under the Buyer's Agreement and shall not carry any business other than the permitted activity i.e., Restaurant Space as per the Buyer's Agreement.

- IX. That believing in the representations of the respondents regarding having the requisite experience and knowledge of leasing, the complainants in a bona fide manner agreed to grant the specific authority to the respondents, to negotiate and finalize the leasing arrangement in respect of the subject Restaurant Space with any suitable tenant(s) which would always be subject to the terms of Buyer's Agreement, as it was specifically represented to the complainants that in order for them to gain out of the benefit of experience, knowledge, and brand of the respondents, they must grant such an authority to it. Thus being advised and believing in the genuineness therein the complainants were further induced to entrust their space to the respondents since it was always the intent of the transaction between the parties, that the complainants had invested in the project to lease the aforesaid subject unit which was a Restaurant Space and earn rental income from the same. However, the respondents in complete contravention to the terms of the Buyer's Agreement and the clear understanding inter se, have leased out the aforementioned unit for the purposes of operation of a gym namely "FUEL 4 FITNESS" and other related activities vide an undisclosed document/lease deed, behind the back of the complainants, and that too at rock bottom rental amount at almost half of the rental value assured at the inception of the transaction by of at least Rs.80-90/- per sq. ft. per month.
- X. That subsequently, after running from pillar to post, the complainants finally succeeded an accordingly, the respondents terminated the lease



of the aforesaid gym. The respondent has completely destroyed the locational advantage of the complainant's space and complainant's space has been tucked into an extreme corner completing destroying its visibility and open access which was available to it. The respondent has violated the sanctioned plans as approved by the competent authority without taking consent of the allottees which is a default of Section 14 of the Act, 2016.

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

4. The complainants in the present complaint is seeking the following relief(s).
  - a. Penalise the respondent under Section-61 of the Act.
  - b. Conduct a detailed inquiry and investigation including but not limited to appointing a Local Commissioner and Inquiry Officer under Section 35 of the Act, 2016 to look into the violations of various provisions of the Act.

**D. Reply by the respondents.**

5. The respondents have contested the complaint on the following grounds.
  - I. That the complainants being interested in the real estate development of the respondent no. 1, known under the name and style of "AIPL Joy Street" located at Sector 66, Gurugram, Haryana booked a unit in the said project. It is pertinent to mention that the project has all the necessary approvals and permissions. The respondent no. 2 is the landowner and confirming party to the Agreement for sale executed between the parties. No specific relief has been sought from respondent no. 2 by the complainants; hence, the name of the respondent no. 2 should be deleted from the arrays of parties.

- II. The complainants booked a space vide an Application form, subsequent to which, were allotted a unit no. SF/R-1A, on 2<sup>nd</sup> Floor, tentatively admeasuring Super area 3047.72 sq. ft. and Carpet area 1440.33 sq. ft. vide Allotment Letter dated 03.07.2019.
- III. Prior to approaching the respondent no. 1, the complainants had conducted extensive and independent enquiries regarding the project and it was only after the complainants were fully satisfied with regards to all aspects of the project, including but not limited to the capacity of the respondent no. 1 to undertake development of the same, that the complainants took an independent and informed decision to purchase the unit, un-influenced in any manner by the respondent no. 1. The complainants consciously and wilfully opted for time-linked payment plan as per their choice for remittance of the sale consideration for the unit in question and further represented to respondent no. 1 that they shall remit every installment on time as per the payment schedule.
- IV. Since the very beginning, the intention of the parties has been *ex-facie* and *prima facie* clear to take the constructive possession of the unit to earn the rental income from the unit and not for physical possession of the unit and at the request of the complainants, the Promoter agreed to put the unit, individually or in combination with other units on lease for and on behalf of the complainants. The sole intention of booking the unit was to lease it and with that understanding, an offer was made by the complainants by filing the Application form, upon the acceptance of which, an allotment was made on 03.07.2019.
- V. That thereafter, Agreement for Sale dated 16.08. was executed between the Parties. At the outset it is submitted that the complainants have

alleged that respondent no. 1 has violated section 13 of the Act, however, such allegation is denied in toto.

- VI. That furthermore, the terms and conditions of the Agreement also clarify the terms and conditions of the contractual relationship between the parties as is also an established principle of law that the intention of the parties to a contract is established from the terms and conditions of the Contract.
- VII. That at the request of the complainants, the Promoter has agreed to put the unit in combination with other units for their leasing. The complainants categorically agreed to lease the unit by entering into a leasing arrangement with the respondent. Moreover, the rights granted by the complainants to the respondents were for the sole benefits of the complainants to ensure the lease of the unit and the complainants agreed that the respondent shall endeavor to lease the unit on best effort basis, however no mandatory obligations rested upon the respondents, in this regard. The complainants specifically intended to lease the unit to earn rental income from the unit post the lease of the unit to a third party.,
- VIII. That the complainants entered into a future lease agreement with respondent no.1. It is an entrenched principle of law that a lease may be limited to take effect either immediately or from a future date. It is *ex facie* evident that the complainants had entered into a future lease agreement.
- IX. That as per clause 5 read with clause 7.1 of the Agreement, the possession was proposed to be handed over as per the timelines disclosed at the time of registration of the Project with the Authority i.e. 31.12.2022 or the extended period as may be intimated and approved



by the Authority. That the proposed due date of handing over of possession was subject to force majeure and Court orders, Government policy/ guidelines, and decisions affecting the regular development of the real estate project.

- X. That the respondent no. 1 was miserably affected by the ban on construction activities, order by the NGT and EPCE, demobilization of labour, etc., being the circumstances beyond the control of the respondent and force majeure circumstances, that the construction was severely affected during this period. That additionally, the world was hit by the Covid-19 pandemic. By virtue of various subsequent notifications, the Ministry of Home Affairs, GOI further extended the lockdown from time to time. Various State Governments, including the Government of Haryana have also enforced various strict measures to prevent the pandemic including imposing curfew, lockdown, stopping all commercial activities, stopping all construction activities. Despite, after above stated obstructions, the nation was yet again hit by the second wave of Covid-19 pandemic and again all the activities in the real estate sector were forced to stop. It is pertinent to mention, that considering the wide spread of Covid-19, firstly night curfew was imposed followed by weekend curfew and then complete curfew. That during the period from 12.04.2021 to 24.07.2021 (103 days), each and every activity including the construction activity was banned in the State. It is also to be noted that on the same principle, the Haryana Real Estate Regulatory Authority, Gurugram granted 6 months extension for all ongoing Projects vide Order/Direction dated 26th of May, 2020 on account of 1st wave of COVID-19 Pandemic. The said lockdown was imposed in March 2020 and continued for around three months. As



such extension of only six months was granted against three months of lockdown. Therefore, it is safely concluded that the said delay of 124 days in the seamless execution of the project was due to genuine *force majeure* circumstances and the said period shall not be added while computing the delay.

- XI. That however, despite being affected by such force majeure circumstances, the respondents have shown their commitment towards timely development and duly completed the project much before the expiry of the due date. That as per the aforementioned clause 5, the completion of the project shall mean grant of Occupancy Certificate for the project and hence, the project was noted to have been completed on 28.09.2020.
- XII. On the other hand, the complainants have miserably violated the terms of the Agreement. As per clause 7.3 of the Agreement, the complainants were obligated to take constructive possession of the unit within 30 days from the notice of offer of possession and execute the Conveyance Deed, however, the same was not done and consequently, multiple reminders were sent to the complainants requesting the complainants to make payment of the outstanding dues along with the possession documents.
- XIII. Moreover, in compliance of the terms and conditions agreed between the Parties under clause 21 of the Agreement, the unit was put on lease with a brand known under the name and style of "Fuel 4 Fitness- Gym & Fitness Centre" and the same was communicated to the complainants vide letter dated 10.11.2022. That the lease deed with "Fuel 4 Fitness" was terminated due to the defaults in payment by the lessee. Moreover,



the complainants had agreed to not claim any lease rentals beyond the sum already paid by the respondents.

- XIV. That the complainants have raised the contention for the physical handover of the unit to them however, no relief in such regard has been sought by the complainants while filing the present complaint. Rather, it is of utmost importance to note that no relief whatsoever, has been sought, qua the unit. That the entire complaint is a bogus exercise to harass and strong-arm the respondents. In the present case, the complainants have made no pleadings pertaining to the physical handover of the possession to the complainants hence, the complainants would be barred from seeking such relief.
- XV. That it was agreed between the parties at the time of execution of the Agreement that the respondent no. 1 shall be fully authorized, to negotiate and finalize the leasing arrangement. That rent, period and other terms and conditions of such lease were to be decided as per the prevailing market terms, prevailing market practice and the outcome of negotiations conducted by the respondent no. 1 with the intending lessee.
- XVI. That nowhere in the agreement did the parties have any agreement regarding not leasing out the unit to any other business except for the restaurant. That the sole purpose of the unit was for leasing out and earn rentals from it which was duly complied with by respondent no. 1. There was no bar to leasing of the unit to different business. That the complainants had parted away with all the rights to decide any aspect qua the leasing of the unit, including but not limited to the type of business that the unit could be leased to. That accordingly, the leasing was carried out by the respondents, in the best interests of the



complainants and other purchasers. That in view of the same the unit was leased out by the Promoter to "Fuel4Fitness" and benefits of the same was passed on to the complainants.

- XVII. That on the basis of the said Agreement between the parties, the respondent no. 1 finalized the lease terms, all of which (including the business of the tenant) were final and binding upon the complainants and could not be challenged at this stage.
- XVIII. That one of the allegations raised by the complainants is with respect to revision of the building plans, in this regard, it is most humbly submitted that the building plans were sought to be revised prior to the booking of the complainants with due permissions of the competent authority, and only after following the due procedure of law, as was applicable at that point in time.
- XIX. That at the time of booking of the unit in question, the complainants' building plan was already sought to be revised and the complainants were aware of the same fact, as was disclosed in the booking form. The relevant para of the Booking Form is reiterated herein:
- I am aware that the company is applying for revision/modification in the Building Plans already sanctioned. I am also aware that I am filing this Application on the basis of the revised/modified Building Plans and I hereby give my consent for such revision/modification in the Building Plans without any objection whatsoever.*
- XX. That one of the allegations raised by the complainants was qua the alleged terrace which is stated to have been available with the unit. That nowhere in the entire agreement, any adjoining terrace or any rights of usage of such alleged terrace were agreed between the parties. In the absence of any agreement between the parties in this regard, no determination can be given.
- XXI. That the complainants have raised a bogus submission with random pictures, which, under no circumstance can be relied upon. The same do



not, in any manner whatsoever, show any obligation of the respondents or any breach thereof.

XXII. That the complainants have alleged that the respondents had assured return of Rs. 80-90 per sq. ft. on the unit, the respondents have constrained the complainants to waive off their rental from Aug 2023 till March 2024 and that the respondents have offered relaxation of maintenance charged from the date of vacation of the space by the tenant "Fuel4Fitness" till the new proposed tenant takes over the unit of the complainants.

XXIII. That the complainants had wrongly alleged that the respondents had offered relaxation of maintenance charges from the date of vacation of the space by the tenant "Fuel4Fitness" till the new proposed tenant takes over the unit.

6. 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**

7. 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**

8. 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**

9. 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;*

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 the reliefs sought by the complainants:**

### **F.I Penalise the respondent under Section-61 of the Act.**

### **F.II Conduct a detailed inquiry and investigation including but not limited to appointing a Local Commissioner and Inquiry Officer under Section 35 of the Act, 2016 to look into the violations of various provisions of the Act.**

11. The complainants in the present complaint have 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/R-1A, Type-Restaurant space, on 2<sup>nd</sup> floor, admeasuring 3047.72 sq.ft of super area, 1440.33sq.ft. of carpet area and 1523.86 sq.ft of Covered Area. The Agreement For Sale for the said unit was executed



- between the complainants and respondent on 16.08.2019. The sale consideration of the unit was Rs.1,99,55,007/- and the complainants have paid an amount of Rs.2,02,59,779/- to the respondent.
12. The complainants have sought the relief of penalising the respondent under Section-61 of the Act and conduct a detailed inquiry and investigation including but not limited to appointing a Local Commissioner and Inquiry Officer under Section 35 of the Act, 2016 to look into the violations of various provisions of the Act.
  13. The complainants submit that on 03.10.2020, the respondent issued an intimation of "constructive possession" in respect of the subject unit. It is their case that the Buyer's Agreement expressly restricted the use of the unit solely to the purpose specified therein and prohibited the carrying on of any business other than the permitted activity, namely, operation as a Restaurant Space.
  14. The complainants further contend that, relying upon the representations made by the respondents regarding their expertise and experience in leasing matters, they bona fide granted specific authority to the respondents to negotiate and finalize a leasing arrangement in respect of the subject Restaurant Space with suitable tenant(s), subject at all times to the terms of the Buyer's Agreement. It is averred that the complainants were induced to confer such authority on the assurance that they would benefit from the respondents' experience, knowledge, and brand value. According to the complainants, their intention in investing in the project was to lease out the Restaurant Space and derive rental income therefrom.
  15. However, it is alleged that in contravention of the Buyer's Agreement and the mutual understanding between the parties, the respondents

leased the unit to a gym operating under the name "FUEL 4 FITNESS" and for allied activities, pursuant to an undisclosed lease deed executed without the knowledge or consent of the complainants. It is further alleged that the unit was leased at a rental amount substantially lower than the rental value of Rs. 80-90 per sq. ft. per month, which had allegedly been assured at the inception of the transaction. The complainants also contend that the respondents altered the locational advantage of the unit by positioning it in an extreme corner, thereby affecting its visibility and accessibility. Additionally, it is alleged that the respondents violated the sanctioned plans approved by the competent authority without obtaining the consent of the allottees, in breach of Section 14 of the Real Estate (Regulation and Development) Act, 2016.

16. In response, the respondent submits that, at the request of the complainants, the promoter agreed to include the unit in a combined leasing arrangement with other units. It is contended that the complainants expressly authorized the respondent to negotiate and finalize the lease, and that such authorization was granted for the sole benefit of the complainants to facilitate leasing of the unit.
17. The respondent asserts that its obligation was limited to making best efforts to lease the unit and that no mandatory obligation to secure a lease on specified terms was undertaken.
18. The respondent further submits that under Clause 7.3 of the Agreement, the complainants were required to take constructive possession of the unit within 30 days of the offer of possession and execute the Conveyance Deed; however, they failed to do so despite multiple reminders to clear outstanding dues and complete documentation. It is stated that, in accordance with Clause 21 of the Agreement, the unit was



leased to "Fuel 4 Fitness – Gym & Fitness Centre," and this was duly communicated to the complainants vide letter dated 10.11.2022. The respondent further states that the lease was subsequently terminated owing to defaults in payment by the lessee.

19. It is contended that the complainants had agreed not to claim any lease rentals beyond the amount already paid. The respondent also submits that although the complainants have raised the issue of physical handover of the unit, no specific relief in that regard has been sought in the present complaint.
20. The respondent emphasizes that at the time of execution of the Agreement, it was agreed that respondent no. 1 would be fully authorized to negotiate and finalize the leasing arrangement, including determination of rent, lease period, and other terms, in accordance with prevailing market conditions and negotiations with prospective lessees. It is submitted that there was no stipulation in the Agreement restricting leasing of the unit exclusively for restaurant purposes, nor any prohibition against leasing it for any other business. The sole objective, according to the respondent, was to lease the unit and generate rental income, which objective was duly fulfilled. The complainants, having vested full leasing rights in the respondent, cannot now challenge the same. Accordingly, the leasing of the unit to "Fuel 4 Fitness" was undertaken in the best interests of the complainants, and the benefits thereof were passed on to them.
21. The Authority has considered the documents placed on record. Clause 7 of the Agreement for Sale dated 16.08.2019 provides that any reference to "possession" shall mean constructive possession and not physical

handover of the unit to the allottee. Clause 7.1 further stipulates that timely delivery of possession is the essence of the Agreement.

22. Clause 21 of the Agreement governs the leasing arrangement and provides that, at the request of the allottee, the promoter may put the unit, either individually or in combination with other units, on lease. Sub-clauses (a) to (n) elaborate upon the modalities of such leasing arrangement.
23. The record reflects that the unit was leased to the brand "Fuel 4 Fitness," and the same was intimated to the complainants along with the lease term sheet vide letter dated 10.11.2022. Subsequently, upon the complainants' request, the lease was terminated, and the respondent is presently seeking a prospective lessee. The leasing rights having been expressly conferred upon the respondent under Clause 21 of the Agreement for Sale dated 16.08.2019, the complainants cannot now impugn the exercise of such rights, as the respondent has acted in accordance with the agreed terms.
24. With regard to the allegation concerning an adjoining terrace, the Agreement does not record any stipulation granting rights of use over any such terrace. In the absence of any contractual provision to that effect, no finding can be returned on this issue.
25. The Authority notes that the respondent obtained the Occupation Certificate from the competent authority on 28.09.2020 and thereafter offered constructive possession to the complainants on 03.10.2020. The unit was thereafter leased in terms of the Agreement. Any dispute pertaining to the leasing of the unit falls outside the jurisdiction of this Authority, as the Real Estate (Regulation and Development) Act, 2016



**HARERA**  
**GURUGRAM**

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does not confer jurisdiction upon the Authority to adjudicate matters relating to lease arrangements.

26. In view of the foregoing, no relief is made out in favour of the complainants. Accordingly, the present complaint stands dismissed.

27. File be consigned to registry.

  
**(Phool Singh Saini)**  
**Member**

  
**(Arun Kumar)**  
**Chairman**

Dated:20.01.2026

Haryana Real Estate Regulatory Authority, Gurugram



**HARERA**  
**GURUGRAM**