BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : **4609 of 2025**
Date of Decision: **29.09.2026**

1. Amit Lakhotia
2. Sapna Lakhotia
Both R/o: D-80, Floor-3rd, Mansrover Garden, Delhi-110015.

Complainants

Versus

M/s ATS Real Estate Builders Pvt Ltd.
Office At: 711/92, Deepali Nehru Place, New Delhi-110019.

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Sh. Harsh Vardhan — Advocate for the complainants
Sh. Gaurav Rawat — Advocate for the respondent

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 project	ATS Marigold
2.	Nature of project	Group Housing
3.	Location of project	Sector-89-A, Village- Harsaru, Tehsil & District Gurugram, Haryana
4.	DTCP License	License no. 87 of 2013 Dated-11.10.2013
5.	RERA Registered	Registered Vide registration no. 55 of 2017 Dated-17.08.2017
6.	Allotment Letter	27.12.2014 (As on page no. 25 of complaint)
7.	Apartment Buyer's Agreement	21.01.2015 (As on page no. 27 of complaint)
8.	Unit no.	1082, Floor-8th, Tower No.-1 (As on page no. 28 of complaint)
9.	Unit Area	2150sq.ft [Super Built up Area] (As on page no. 28 of complaint)
10.	Possession clause	***Clause 6.2*** *The developer shall Endeavour to complete the construction of the Apartment within* ***42 (forty two) months from the date of this Agreement, with the grace period of 6 (six) months*** *i.e., ("Completion date"), subject always to timely payment of all charges including the basic sale price, stamp duty, registration fees and other charges as stipulated herein.* [Emphasis supplied] (As on page no. 38 of complaint)
11.	Due date of Possession	21.01.2019

<table>
<tr><td></td><td></td><td>[Calculated 42 months from date of execution of Buyer's Agreement plus 6 months grace period]</td></tr>
<tr><td>12.</td><td>Payment plan
(As on page no. 59 of complaint)</td><td>
<table>
<tr><th>Payment Timeline</th><th>Amount (Excluding Tax)</th></tr>
<tr><td>On Booking</td><td>10,00,000/-</td></tr>
<tr><td>On or before 60 days from the date of booking (BSP Less Booking Amount) + 50% of EDC/IDC</td><td>37,56,875/-</td></tr>
<tr><td>On completion of Structure + 50% of EDC/IDC</td><td>62,80,125/-</td></tr>
<tr><td>Payable At Possession</td><td></td></tr>
<tr><td>MAINTENANCE DEPOSIT</td><td>50,000/-</td></tr>
<tr><td>POWER BACKUP</td><td>1,00,000/-</td></tr>
<tr><td>RIGHT TO USE OF CAR PARKING</td><td>6,00,000/-</td></tr>
<tr><td>Unit Charge</td><td>43,53,750/-</td></tr>
<tr><td>Total amount payable</td><td>1,60,68,750/-</td></tr>
</table>
</td></tr>
<tr><td>13.</td><td>Basic Sale Consideration</td><td>Rs.1,45,12,500/-
(As on page no. 26 of complaint)</td></tr>
<tr><td>14.</td><td>Amount paid</td><td>Rs.1,19,14,915/-</td></tr>
<tr><td>15.</td><td>Occupation certificate</td><td>16.06.2023</td></tr>
<tr><td>16.</td><td>Offer of possession</td><td>20.06.2023
(As on page no. 60 of complaint)</td></tr>
<tr><td>17.</td><td>Reminder</td><td>27.07.2023
(As on page no. 66 of complaint)
[Note: An outstanding of Rs.74,186/- was mentioned in the demand letter]
22.11.2023
(As on page no. 28 of reply)</td></tr>
</table>

		[**Note**: An outstanding of Rs.54,21,624/- was mentioned] 31.12.2023 (As on page no. 30 of complaint) [**Note:** An outstanding of Rs.54,21,624/- was mentioned]
18.	Termination letter	02.04.2024 (As on page no. 32 of complaint)
19.	Email sent by respondent intimating about the initiation of refund after deducting 10% of earnest money	28.10.2025 (As on page no. 34 of reply)
20.	Conveyance Deed in favour of third party	01.09.2025 (As on page no.40 of complaint)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

I. That the respondents advertised in various leading newspapers about their forthcoming project named "ATS Marigold", situated at sector 89A, Gurgaon promising various advantages. Relying on the promise and undertakings given by the respondents, the complainant booked an apartment/flat admeasuring 2150 sq.ft. for a total sale consideration of Rs.1,60,68,750/-.

II. That the complainant made a payment of Rs.1,19,14,915/- to the respondents vide different cheques on different dates. The Flat Buyers Agreement was executed on 21.01.2015 and as per the BBA, the respondents allotted a unit/flat bearing no. 1082, 8th Floor, on 1 Tower having super area of 2150 sq. ft. to the complainant. That as per para no.6.2 of the Agreement, the respondent had agreed to deliver the

possession of the flat within 42 from the date of builder buyer agreement i.e. 21.07.2018 with an extended period of 6 months.

III. That the complainant telephonically asked the respondent about the progress of the project but the respondent always gave false impression that the work is going in full mode and accordingly asked for the payments which the complainant gave on time and the complainant when visited the site was shocked and surprised to see that construction work was not in progress and no one was present at the site to address the queries of the complainant. The only intention of the respondents was to take payments for the flat without completing the work and not handing over the possession on time. The respondents mala-fide and dishonest motives and intention were to cheat and defraud the complainant.

IV. That despite receiving more than 95% payments on time for all the demands raised by the respondents and despite repeated requests and reminders over phone calls and personal visits of the complainant, the respondents has failed to deliver the possession of the allotted flat to the complainant within stipulated period.

V. That the construction of the block in which the subject flat was booked was promised by the respondents to be delivered by 21.07.2018 but the same was not completed within time for the reasons best known to the respondents. Lastly on 20.06.2023, the respondent sent the offer of possession but when the complainant visited the flat, that flat and entire project complex was not in a habitable condition, which clearly shows that ulterior motive of the respondents was to extract money from the innocent people fraudulently.

VI. That the respondent is liable to pay interest on the amount paid by the complainant from the promised date of possession till the flat is

actually delivered to the complainant. That the complainant has requested the respondent several times to deliver possession of the flat in question along with the prescribed interest on the amount deposited by the complainants but the respondents flatly refused to do so. Thus, the respondent in a pre-planned manner defrauded the complainant with his hard-earned huge amount of money and wrongfully gains himself and caused wrongful loss to the complainant.

C. Relief sought by the complainants:

4. The complainants are seeking the following relief(s).

   i. Interest for every month of delay at prescribed rate i.e MCLR+2% @11.10%.

D. Reply by the respondent.

5. The respondent has contested the complaint on the following grounds.

I. That the present complaint, having been filed beyond a reasonable period of 3years from the date of cancellation of allotment, is therefore liable to be dismissed on grounds of delay and laches.

II. That the allotment made in favour of the complainants was duly cancelled on 02.04.2024, even before filing of the present complaint. The Apartment Buyer Agreement dated 21.01.2015 was terminated on the same day, as a result the complainant ceased to be an allottee of the project and is not covered under the definition of "Allottee" as provided under Section 2(d) of the RERA Act. Hence, the complainant does not have the locus standi to initiate proceedings under the Act, and the present complaint is liable to be dismissed on this ground alone.

III. That the allotment/ Apartment Buyer Agreement made in favour of the complainants was terminated much prior to filing of the present complaint on account of continuous defaults on part of the complainants to make due

payments. It is submitted that the reliefs claimed by the complainants are ex facie not maintainable under Section 18 of the Act. The complainants have neither sought possession of the unit nor linked the claimed interest to any subsisting obligation of handing over possession nor has challenged the cancellation letter.

IV. That the operation of Section 18 is not retrospective in nature and the same cannot be applied to the transactions that were entered prior to the RERA Act came in to force. The parties while entering into the said transactions could not have possibly taken into account the provisions of the Act and as such cannot be burdened with the obligations created therein. In the present case also, the FBA was executed much prior to the date when the Act came into force and as such Section 18 of the RERA Act cannot be made applicable to the present case. The complaint as such cannot be adjudicated under the provisions of Act.

V. That the ABA executed in the present case did not provide any definite date or time frame for handing over of possession of the flat to the complainant; therefore, on this ground alone, any refund or compensation or interest cannot be sought under the RERA Act. Even the Clause 6.2 of the ABA merely provided a tentative period for completion of construction of the flat and filing of application for Occupancy Certificate (*hereinafter referred to as the* ***"OC"***) with the concerned authority. After completion of the construction, the respondent was to make an application for grant of OC and after obtaining the OC, the possession of the flat was to be handed over.

VI. That in the present complaint, the reliefs claimed are in the nature of Delay Possession Charges and other reliefs. It is submitted that the complainants are now claiming DPC even when there is no delay and the possession was offered within the time.

VII. That the Apartment Buyer Agreement was made by the original allottees and the respondents and, as such, the parties are bound by the terms and conditions mentioned therein. The said agreement was duly signed by complainant after properly understanding each and every term and condition contained therein including the consequences and repercussions thereof.

VIII. That the complainants were allotted unit no. 1082, 8th Floor, Tower-1, measuring 1820 sq. ft. of carpet area in the project are not entitled to seek and get any money from the respondent for the following reasons:

a. *That the possession of the unit has already been offered vide letter dated 20.06.2023.*
b. *That the Authority does not have the power under the Act, 2016 to award any cost or compensation.*
c. *That the construction was completed and OC dated 16.06.2023, was obtained within time, infact the possession was offered before the due date, therefore there is no delay on the part of the respondent. Furthermore, thereafter various reminders were also sent to the complainants.*

IX. That the respondent had completed the construction and applied for Occupancy Certificate. The competent Authority after due consideration and examination of every aspects had granted the Occupancy Certificate(s) on 16.06.2023. The respondent duly complied with its obligations and applied for the grant of Occupancy certificate, and offered the possession within time on 20.06.2023.

X. That the complainants in spite in receipt of various reminder letters dated 14.03.2018, 27.07.2023, 22.11.2023 and final reminder dated 30.12.2023, as stated above for taking the possession and despite agreeing to the terms and conditions of agreement, that the time is the essence of the complainant's obligations to pay the maintenance amount of the allotted unit in accordance with schedule of payments, in complete breach of the material terms and conditions of the agreement has failed to take the possession and maintain the unit.

XI. That owing to lack of response from the complainants to the various call notices and reminders issued from time to time, as well as their continued failure to comply with the terms of the BBA, time linked payment plans opted by them and timely payments of dues, the respondent issued a notice regarding cancellation of the allotment of the said flat dated 02.04.2024.

XII. That thereafter, to the utter surprise of the respondent, the complainants, who had requested the respondent to not cancel their allotment, began defaulting on payments for the due installments again and stopped responding to the Call Notices and Reminders sent on various occasions.

XIII. That irrespective of the default of further dues, the respondent offered the possession of the said flat for Fit-out purposes vide letter dated 11.10.2022 along with the Statement of Account and requested to clear the outstanding dues, however, the complainants did not take possession of the flat or to make payment of the outstanding dues.

XIV. That subsequently, the respondent issued a reminder letter dated 27.07.2023, 22.11.2023 and final reminder dated 30.12.2023, whereby, the complainants were again requested to take possession of the flat and clear the due outstanding amount. However, to the surprise of the respondent, the complainants again did not respond.

XV. That thereafter, the respondent in continuation of letter dated 11.10.2022, again, issued regular Offer of Possession letter dated 20.06.2023, informing the complainants about the grant of OC and calling upon to make the necessary payment towards the outstanding amount and take possession of the said flat. The complainants were also categorically informed that failure to comply within 30 days would result in consequences a mentioned in the FBA i.e., cancellation of the allotment followed by overdue interest, holding charges etc.

XVI. That the complainants did not respond to the said final reminder vide Offer of Possession letter dated 20.06.2023. Consequently, the respondent, having left with no other alternative, cancelled the allotment made in favour of the complainants for non-compliance of the timely payment vide its Final Cancellation letter dated 02.04.2024 and requested to return all the original documents of the said flat. A mail informing the same was also sent to the complainants.

XVII. That after duly communicating the information of cancellation of the allotment to the complainants, the respondent further, transferred the said flat to another diligent buyer vide agreement for sale dated 08.07.2025 and conveyance deed dated 01.09.2025. The possession of the said flat was duly handed over on 22.08.2025, and it is no longer under the control of the respondent; it is currently in the possession of the new buyer.

XVIII. As even after the letter of cancellation dated 02.04.2024, the complainant did not return the original documents to respondent to enable it to process the refund, if any, to the complainant, the respondent vide its email dated 28.10.2025 reminded the complainant about cancellation of the allotment/FBA and to return all original documents concerning the flat in question so that the process of refund, if any, as per terms and condition of FBA may commence. It is pertinent to mention here that even without receipt of the original documents respondent on 14.11.2025 refunded the amount of Rs.1,24,06,093/- vide RTGS on 14.11.2025 to the complainants. Hence, complainant left with no legal remedy or relief against the said flat.

XIX. That the complainants have neither challenged the offer of possession nor challenged the cancellation letter sent by the respondent. Moreover, complainants has already accepted the refund amount.

XX. That the tentative period specified in the Clause 6.2 of the FBA was subject to certain conditions, including force majeure, restraints or restrictions imposed by authorities, non-availability of building materials, disputes with construction agency or workforce, and other circumstances beyond the control of the respondent. Additionally, timely payment of installments by all the buyers in the said complex, including the complainants, was a crucial condition. As aforesaid, many buyers and allottees in the said complex, including the complainants, committed breaches/defaults by failing to make timely payments of the installments.

XXI. Further, various other factors beyond control of respondent came into play including the following:

a) The Hon'ble High Court, vide its orders dated 31.07.2012 and 21.08.2012, in CWP No. 20032 of 2008, issued a series of directions, including a complete prohibition against the extraction of ground water for construction purposes. The concerned authorities were directed to visits the construction sites and to seal them if they were found to be using ground water. Following the directions of the Hon'ble High Court, the authorities taken strict measures to stop the use of ground water for construction purposes. As a result, a significant demand suddenly arose for the water supplied through tankers, as nearly all construction projects had to fall back upon water tankers for their needs. Owing to the huge demand, water tankers became scarce and were not readily available, creating a water scarcity for all the projects, even for those, like the one in question, that were not using illegal groundwater at all. This scarcity of water adversely impacted the pace of the construction, and the same could not proceed with the pace estimated at the time when parties entered into the FBA, resulting in a cumulative time loss and a delay of almost six months.

b) Further, various disputes cropped up between the respondent and the civil contractors engaged for the construction of the project. The OP had engaged M/s Mahalakshmi Infraengineers Private Limited and DSA Buildtech Private Limited as the contractors who despite having received payments did not pay to its labor/workforce, who in turn refused to work, severely hampering the pace of the construction work. The respondent ultimately had to remove both the contractors and proceed with the construction on its own. The respondent then directly made the payment to the laborers, workforce and sub-contractors to regularize the work.

c) The construction activity in Gurugram has also been hindered due to orders passed by Hon'ble National Green Tribunal (NGT), State Government and Environment Pollution (Prevention and Control) Authority, from time to time, putting a complete ban on the construction activities in an effort to curb air pollution. The Hon'ble NGT, vide its order 09.11.2017, banned all the construction activities in NCR and the said ban continued for almost 17 days, hindering the construction for 40 days.

d) The Environmental Pollution (Prevention and Control) Authority for NCR, vide its notification bearing no. EPCA-R/2019/L-49 dated 25.10.2019, banned the

construction activities in NCR during night hours (06:00 PM to 06:00 AM) from 26.10.2019 to 30.10.2019, which was later on extended into complete 24 hours ban from 01.11.2019 to 05.11.2019 vide notification no. EPCA-R/2019/L-53 dated 01.11.2019.

e) The Hon'ble Supreme Court, vide its order dated 04.11.2019, in Writ Petition No. 13029/1985 titled as "M.C. Mehta vs Union of India", completely banned all construction activities in the NCR. This restriction was partly modified vide order dated 09.12.2019, and was completely lifted vide order dated 14.02.2020.

f) The unprecedented situation created by the Covid-19 pandemic resulted in yet another force majeure event, halting all project related activities, including construction of remaining phases, processing of approval files etc. The Ministry of Home Affairs, Government of India vide notification dated 24.03.2020 bearing no. 40-3/2020-DM-I(A), recognised that India was threatened with the spread of Covid-19 epidemic and ordered a complete lockdown in the entire country for an initial period of 21 (twenty) days which started from 25.03.2020. By virtue of various subsequent notifications, the MHA, GOI further extended the lockdown from time to time. Even before the country could recover from the first wave of the pandemic, the second wave of the same struck very badly in the March/April 2021, disrupting all the activities again. Various state governments, including the Government of Haryana had also enforced several strict measures to prevent the spread of Covid-19 pandemic including imposing curfew, lockdown, halting all commercial, and construction activity. The pandemic created acute shortage of labour and material. The nation witnessed a massive and unprecedented exodus of migrant labourers from metropolitan cities to their native village. Due to the said shortage, the construction activity could not resume at full throttle even after lifting of restrictions on construction sites.

XXII. It is submitted that all the above factors/force majeure events have resulted so far in wastage of nearly 36 months. The stoppage of construction activity even for a small period resulted in a longer hindrance as it became difficult to re-arrange, re-gather the workforce, particularly the laborers as they move to other places/their villages. The Hon'ble Supreme Court had extended all timelines of limitations for court proceedings with effect from 15.03.2020 till further order; the Hon'ble NCDRC had also extended the timelines on the similar lines; RERA authorities also had extended time periods given at the time of registration for completion of the project; even income tax department, banking and financial institution.

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 objections raised by respondent.

F.I Objection regarding the complaint being barred by limitation.

11. The respondent has taken a stand that the present complaint is barred by limitation. So far as the issue of limitation is concerned, the Authority is cognizant of the view that the law of limitation does not strictly apply to the Real Estate Regulation and Development Authority Act of 2016. However, the Authority under section 38 of the Act of 2016, is to be guided by the principles of natural justice. It is universally accepted maxim and the law assists those who are vigilant, not those who sleep over their rights. Therefore, to avoid opportunistic and frivolous litigation a reasonable period of time needs to be arrived at for a litigant to agitate his right. This Authority of the view that three years is a reasonable time period for a litigant to initiate litigation to press his rights under normal circumstances.

12. In the present matter the cause of action arose on 02.04.2024 when the allotment of the complainants was terminated by the respondent.. The complainants have filed the present complaint on 04.09.2025. In view of the above, the Authority is of the view that the present complaint has been filed within a reasonable time period and is not barred by the limitation.

G. Findings on the reliefs sought by the complainants:

G.I Direct the respondents to pay interest on delayed possession on account of delay in handing over possession of the unit.

13. In the present complaint, the complainants booked a unit in the project of respondent namely, ATS Marigold, situated at sector 89A, Gurugram. The complainants were allotted a unit bearing no. 1082, 8th floor in Tower 1 admeasuring 2150 sq. ft of Super-Area. The Apartment

Buyer's Agreement was executed between the complainants and the respondent on 21.01.2015 for the basic sale consideration of Rs. 1,45,12,500/- and the complainants have made a payment of Rs. 1,19,14,915/- against the same till date. As per clause 6.2 of the agreement, the respondent was required to hand over possession of the unit on or before 21.01.2019. The respondent has obtained the occupation certificate in respect of the allotted unit of the complainants on 16.06.2023 and thereafter, has offered the possession on 20.06.2023.

14. The complainants in the present complaint are seeking delay possession charges.

15. The plea of the respondent is otherwise and stated that the respondent has already cancelled the unit allotted to the complainants on 02.04.2024. The demand were raised as per payment plan and the complainants have made payment of Rs.1,19,14,915/-.

16. However, reminder letter was issued but despite repeated follow ups the complainants failed to act further and comply with their contractual obligations and therefore the unit of the complainants was finally terminated vide letter dated 02.04.2024.

    Now the question before the authority is whether the cancellation issued vide letter dated 02.04.2024 is valid or not.

17. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that the Apartment Buyer's Agreement was executed between the complainants and respondent on 21.01.2015. The sale consideration of the unit was Rs.1,45,12,500/- and the complainants has made a payment of Rs.1,19,14,915/- against the same. As per the payment plan annexed as Schedule III in the agreement dated 21.01.2015, the

complainants were required to make final payment at the time of possession. The respondent has obtained the occupation certificate (OC) from the competent authority on 16.06.2023, which conclusively establishes that construction of the project has been duly completed. Thereafter the respondent has offered the possession of the unit on 20.06.2023.

18. Accordingly, in terms of the payment schedule agreed upon by the parties and the fact of completion evidenced by the OC, it was incumbent upon the complainants to honour the demand and make payment as per the agreed terms. The failure to do so amounts to a breach of contractual obligations.

19. It is pertinent to mention here that as per section 19(6) & 19(7) of Act of 2016, the allottees are under obligation to make payments towards consideration of allotted unit as per Apartment Buyer's Agreement dated 21.01.2015. The respondent has offered the possession of the unit on 20.06.2023 along with a demand to be payable at the time of possession and subsequently issued reminders on 27.06.2023, 22.11.2023 and 31.12.2023 for making payment of outstanding dues as per payment plan. Despite issuance of aforesaid reminders, the complainants have failed to take possession and clear the outstanding dues. Therefore, the respondent cancelled the unit on 02.04.2024.

20. Thus, the cancellation in respect of the subject unit is valid and the relief sought by the complainants is hereby declined as the complainants-allottees have violated the provision of section 19(6) & (7) of Act of 2016 by defaulting in making payments as per the agreed payment plan.

21. The Authority after considering all the documents on record observes that the respondent vide email dated 28.10.2025 intimated the

complainants that a refund has been initiated and issued Demand Drafts dated 28.10.2025 bearing no 001635, 001635 and 001637 for an amount of Rs.50,00,000/-, Rs.50,00,000/- and Rs.24,06,093/- respectively of a collective amount of Rs.1,24,06,093/-. The principle amount of Rs.1,19,14,951/- along with an interest @10.85% have been refunded by the respondent to the complainants.

22. In view of the aforesaid facts and circumstances, the present complaint is devoid of merit. Accordingly, the Authority is of the view that no relief whatsoever is made out in favour of the complainants and against the respondent in the present complaint. The complaint is, therefore, dismissed.

23. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated:29.09.2026

HARERA
GURUGRAM