# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

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| **Complaint no.** | **:** | **4286 of 2025** |
| **Date of complaint :** | | **18.08.2025** |
| **Date of decision:** | | **25.08.2026** |

Aman Singh & Ajit Kumar
R/o: - 633, Vikas Nagar, Basai Road, Gurgaon-122001

**Complainants**

Versus

M/s Identity Buildtech Private Limited
**Regd. Office at**: - 606, Indra Prakash Building
21 Barakhamba Road, New Delhi- 110001

M/s Agro Gold Chemicals India Private Limited
**Regd. Office at**: B-1/1345 Vasant Kunj, New Delhi, 110070

**Respondents**

**CORAM:**
Shri Arun Kumar — **Chairman**

**APPEARANCE:**
None — Complainant
Sh. Karan Singh Attri (Advocate) — Respondent

## ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations,

responsibilities and functions to the allottees as per the agreement for sale executed *inter se* them.

## 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 | Ansals Highland Park |
| 2. | Project location | Sector 103, Gurugram, Haryana |
| 3. | Project type | Residential Group Housing Project |
| 4. | DTCP License | 32 of 2012 dated valid up to 11.04.2025 |
| 5. | RERA Registration | 16 of 2019 dated 01.04.2019 valid up to 30.05.2024 |
| 6. | Welcome letter via Email | 02.12.2024<br>At page 40 of complainant |
| 7. | Application form | At page 98 of complaint |
| 8. | Email regarding Execution of BBA | 02.01.2025<br>At page 40 of complaint |
| 9. | Allotment letter | 12.02.2025<br>At page 41 of complaint |
| 10. | Unit no. | OBAAN-0204, Tower-Obaan, 2BHK,<br>(As per page no. 41 of the complaint) |
| 11. | Unit area admeasuring | 1361 sq. ft. (super area)<br>(As per page no. 41 of the complaint) |
| 12. | Basic sale consideration | Rs.1,15,52,514/-<br>(As per payment plan on page no. 42 of the complaint) |
| 13. | Amount paid by the complainant | Rs.11,50,000/-<br>Rs.16,340/- paid as registration charges for said agreement.<br>Payment receipts at page 37-38 of complaint |
| 14. | Payment plan | Mentioned at Allotment letter dated 12.02.2025 |

| | | |
|---|---|---|
| | | Time link plan<br>10% on booking i.e. Rs.11,55,251.47/-<br>40% within 45 of booking i.e. Rs.46,21,005/-<br>40% within 90 booking i.e. Rs.46,21,005/-<br>10% upon offer of possession/CC/OC<br>At page 42 of complaint |
| 15. | Refund request by complainant | 21.05.2025<br>At page 43 of complaint |
| 16. | Occupation certificate | Not obtained |
| 17. | Offer of possession | Not Offered |
| 18. | Demand Notices | 28.01.2025 for Rs.43,18,190/- at page 66 of complaint<br><br>13.02.2025 For Rs.43,18,190/- at page 68 of Complaint<br><br>19.02.2025 via email at page 65 of complaint |
| 19. | Cancellation letter | 03.06.2025 at page 72 of complaint for outstanding dues of Rs.95,19,476/- |
| 20. | Cancellation | 13.06.2025 at page 73 of complaint |
| 21. | Legal Notice by complainant | 27.06.2025 regarding refund of amount paid by the complainant<br>At page 74 of complaint |

## B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -

a. That the Respondents launched and extensively advertised their project, namely "Ansals Highland Park", which is being developed under License No. 32 of 2012 issued by the Director, Town and Country Planning (DTCP), Haryana, and RERA Registration No. 16 of 2019/7(3)/2022/15, situated at Sector-103, Gurugram, Haryana. The Project was promoted widely through various print and digital advertisements.

b. That on 01.06.2012, a Development Agreement was executed between M/s Identity Buildtech Private Limited and M/s Ansal Housing Limited (formerly known as M/s Ansal Housing and Construction Limited), under which M/s Ansal Housing Limited was granted exclusive development rights to undertake the development, construction, marketing, and sale of the aforesaid project.

c. That, subsequently, in the year 2019, a Transfer of Development Rights Agreement was executed between M/s Identity Buildtech Private Limited and M/s Ansal Housing Limited, whereby it was mutually agreed and decided that M/s Identity Buildtech Private Limited would assume complete responsibility for the development and administration of the Project.

d. That as per the terms of the said agreement, M/s Identity Buildtech Private Limited was entrusted with the exclusive authority to collect monies from customers and to execute all Builder-Buyer Agreements with new customers. It was further agreed that M/s Ansal Housing Limited would cease to have any authority to market, advertise, or sell any portion of the Project to prospective purchasers. All future sales, transfers, and allotments in the Project, including but not limited to execution of Allotment Letters, Agreements to Sell, Unit Buyer Agreements, and Conveyance Deeds with prospective purchasers, were to be carried out solely by M/s Identity Buildtech Private Limited. In light of the above, M/s Identity

Buildtech Private Limited has taken on the lawful role and responsibility of the Developer for the project "Ansal Highland Park." Accordingly, both M/s Agro Gold Chemical India Private Limited (as the landowner) and M/s Identity Buildtech Private Limited (as the developer) were fully authorized and empowered to execute all agreements, deeds, conveyance documents, and related instruments in respect of both existing and new purchasers in the project.

e. That M/s Identity Buildtech Pvt. Ltd. and M/s Agro Gold Chemical India Private Limited are the lawful owners and developers of the entire property comprising the said residential group housing project being developed under License No. 32 of 2012, dated 12.04.2012, issued by the Director General, Town and Country Planning (DGTCP), Haryana.

f. The Complainants, who were looking for residential accommodation in and around the said area, were influenced by the alluring and glamorized advertisements of the Respondents and consequently decided to book a flat bearing No. 0204, having a carpet area of 810 square feet, of type 2 BHK, located on the 2nd Floor of the "OBAAN" building in the Ansals Highland Park Project for the consideration amount of Rs.1,15,52,514/- which is being developed, promoted, and sold by the Respondents. However, the allotment letter was only issued on 12.02.2025.

g. That the Complainants booked the flat in December 2024 by paying 10% of the total sale consideration amounting to Rs. 11,50,000/- through cheque on 29.11.2025 and accordingly the Welcome E-mail dated 02.12.2024, sent by the Respondents, clearly records this booking and confirms the receipt of the amount. The said email communication also reflects that the Agreement to Sell (ATS)/Builder-Buyer Agreement (BBA) was to be executed within 30–45 days from the date of payment of 10%, in accordance with the mandatory provisions of Section 13(1) of RERA Act.

h. That following the booking of the said flat, the Complainants made consistent and timely requests to the Respondents for the execution of the ATS/BBA, in accordance with the timeline initially communicated by the Respondents themselves. These requests were formally reiterated by the Complainants through multiple email communications, which clearly show their repeated follow-ups, concerns regarding the delay, and the importance of timely execution for securing home loan approval and arranging subsequent payments. Despite such bona fide efforts, the Respondents failed to act with due diligence or provide any definitive timeline for execution of the ATS/BBA, leading to an unreasonable and deliberate delay in the transaction, to the detriment of the Complainants.

i. That the Complainants were earlier assured by the Respondents that the BBA would be shared and finalized by 31.12.2024, or at the latest by 15.01.2025. However, despite these assurances, no such agreement was provided during the promised period. The Complainants had specifically informed the Respondents that the timely execution of the BBA was essential for initiating the home loan process and arranging the subsequent payments as per the payment schedule. However, the Respondents' failed to execute the agreement within the agreed time frame.

j. That it was only on 21.01.2025 that the Respondents, through an email, assured the Complainants that the ATS/BBA would be executed in the following week. Alongside this assurance, the Respondents also requested the Complainants to deposit a sum of Rs. 16,340/- towards the registration charges for the said agreement. That relying in good faith on this assurance and with the expectation that the agreement would be promptly executed, the Complainants duly deposited the said amount on 27.01.2025, for which Receipt No. 2004 was issued by the Respondents.

k. That despite this payment and the repeated assurances provided by the Respondents, the Complainants had to continue following up for the execution and finalization of the BBA/ATS. It was only in March 2025, nearly three months after the initial booking and after numerous follow-ups, that the Respondents finally shared the First draft of the Agreement to Sell. However, to the utter shock and disappointment of the Complainants, the draft ATS shared by the Respondents was unilateral, arbitrary, and heavily skewed in favor of the Respondents, lacking mutual consensus and essential protections for the buyer.

l. That the initial draft agreement shared by the Respondents was grossly prejudicial to the interests of the Complainants. It failed to mention any specific or committed date of physical possession, thereby depriving the Complainants of essential clarity regarding the delivery timeline of the unit. Further, the draft incorporated arbitrary and rigid payment schedules, which were merely a reiteration of the earlier terms conveyed at the time of booking terms that the Complainants had accepted in good faith, solely on the assurance that the ATS/BBA would be executed within 30 to 45 days of payment of the booking amount. However, despite repeated follow-ups, no final agreement was executed even by March 2025, a delay wholly attributable to the Respondents' unwillingness to finalize fair, lawful, and mutually acceptable terms.

m. That upon receipt of the initial draft Agreement, the Complainants, acting in good faith, promptly raised their objections and conveyed their continued willingness to proceed with the transaction, subject to the incorporation of a fair and practical payment schedule and specific date of possession. The request regarding payment schedule was made in light of the considerable delay in finalizing and executing the agreement, which was solely attributable to the Respondents, and also keeping in view the practical requirement of time for arranging funds through loan disbursement. Additionally, the Complainants also requested the Respondents to clearly mention the possession date in the ATS and to revise the payment schedule accordingly.

n. That the Respondents, instead of addressing the delay caused on their part and amending the terms of the agreement, unilaterally reiterated the same payment schedule in the initial draft Agreement. Furthermore, in complete disregard of their statutory obligations, the Respondents proceeded to raise substantial financial demands despite the fact that no Agreement to Sell (ATS) had been duly executed or registered between the parties. That the conduct of the Respondent is in direct violation of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 (RERA), which expressly prohibits a promoter from accepting more than 10% of the total cost of the apartment without first entering into a written agreement for sale and registering the same. The Respondents' actions, therefore, are not only unlawful but also demonstrate a clear and calculated attempt to coerce the Complainants into making further payments without any contractual or legal basis, which amounts to a gross abuse of the promoter's position and reflects an intentional strategy to unjustly enrich themselves at the Complainants' expense through coercive and unfair trade practices.

o. That the Respondents, vide email dated 16.04.2025, reiterated the same original payment plan, despite the fact that the timeline under the said schedule had already lapsed by then and no Agreement to

Sell (ATS) had yet been executed. The payment plan reiterated was as follows:

10% on booking;

40% within 45 days of the booking;

40% within 90 days of the booking;

Balance 10% along with 100% allied charges upon offer for fit-out/application of Completion Certificate (CC) or Occupancy Certificate (OC).

p. That the Respondent Act of enforcing a pre-determined and outdated payment plan despite the admitted delay in execution of the ATS and failure to provide any committed date of possession was completely arbitrary and legally untenable. It clearly reflected the Respondents' disregard for statutory compliance under Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 (RERA), which mandates that no demand exceeding 10% of the total consideration can be raised without a prior written and registered agreement.

q. That while the negotiations regarding the terms of the Agreement to Sell (ATS) were still ongoing and no agreement had been finalized or executed, the Respondents, in blatant disregard of their statutory obligations and without any legal basis, illegally and arbitrarily issued demand notices dated 28.01.2025, 03.02.2025, and 13.02.2025, unlawfully demanding 80% of the total sale consideration, along with alleged interest for delayed payment. That to the utter shock, two of these demand notices were issued even before the Respondents had issued any formal allotment letter, which shows a clear intent to unjustly burden the Complainants with financial liability in the absence of any binding agreement or valid allotment.

r. It is a well-settled legal position that a promoter is barred under Section 13(1) of the RERA Act, 2016 from accepting more than 10% of the total cost of the apartment as advance without first executing a written and registered Agreement for Sale with the buyer. The issuance of such premature, coercive, and contractually unbacked demands, without any formal agreement in place, clearly reflects the Respondents' mala fide intent to pressure and financially burden the Complainants in complete contravention of settled legal principles.

s. That the Complainants booked the flat out of their hard-earned savings and with the legitimate aspiration of securing a peaceful residential dwelling for themselves and their family. However, despite their consistent good faith efforts, timely payments, and regular follow-ups for execution of the Agreement to Sell, the Respondents remained persistently non-cooperative, coercive, and wholly unwilling to engage in any fair or transparent negotiation.

t. That faced with such high-handed conduct, statutory non-compliance, and complete lack of legal formalities, the Complainants were compelled to submit a cancellation request on 21.05.2025 via email. The said request was acknowledged and approved on the same day by representatives of the Respondents, including Mr. Ankur Gupta, who unequivocally assured that the refund would be processed within 5–7 working days. That the cancellation was not voluntary, but rather forced upon the Complainants due to the Respondents' unlawful, oppressive, and non-transparent dealings.

u. However, to the utter shock and dismay of the Complainants, the Respondents subsequently issued arbitrary and illegal cancellation notices dated 03.06.2025 and 13.06.2025 falsely alleging that the unit was being cancelled due to non-payment of alleged outstanding dues. These notices further stipulated that any refund would be processed only after making arbitrary and unilateral deductions and upon surrender of original documents, including payment receipts and other records conditions that are wholly coercive and without legal justification. The Cancellation Notices is wholly unilateral, baseless, and devoid of any legal or contractual standing.

v. That there exists no signed or registered Agreement for Sale or duly executed allotment letter authorising the Respondents to forfeit the booking amount or raise any such demand without the execution of the ATS/BBA. The Respondents' actions are therefore illegal, void, and contrary to both statutory obligations and contractual principles.

w. That aggrieved by the unlawful, coercive, and dishonest conduct of the Respondents, the Complainants served a detailed legal notice dated 27.06.2025, formally calling upon the Respondents to immediately refund the entire booking amount along with the registration charges. However, despite due receipt of the legal notice, the Respondents have neither responded nor complied with the demands made therein. This continued inaction and non-compliance has left the Complainants with no alternative but to seek redressal and appropriate relief before this Authority under the RERA Act.

## C. Relief sought by the complainant:

4. The complainant has sought following relief(s).

   a. Direct the respondent to refund the full booking amount of Rs.11,50,000/- and the registration amount of Rs. 16,340/- paid by Complainants along with 18% interest from the date of payment till the actual realisation.

   b. Pass any other order which the Real Estate Regulatory Authority deems fit and proper.

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

## D. Reply by the respondent.

6. That notice to the respondent through email was duly served on 19.08.2025 and notice through post served on 19.08.2025 and received by respondent on 25.08.2025. On 08.10.2025, memo of appearance filed by Mr. Amandeep Kadyan, Advocate on behalf of respondent no.1

and respondent-promoter was directed to file reply within 3 weeks, in case reply not filed then same be filed with cost of Rs.5,000/- to the complainant. On 03.12.2025, none appeared on behalf of respondent and last opportunity was provided to file reply along with additional cost of Rs,5,000/- to the complainant. On 14.01.2026, despite providing sufficient opportunity respondent failed to put in appearance and matter further referred to the Authority so defence of the respondent may be struck off. Despite giving ample opportunities vide hearing dated 08.10.2025, 03.12.2025, 14.01.2026, 24.02.2026, 17.03.2026, 12.05.2026 & 28.07.2026 the counsel or authorized representatives of the respondent again neither put in appearance nor did file any reply to the complaint within the stipulated period. On 25.08.2026, despite service of notice & final opportunity, the respondent has failed to file any written reply. Accordingly, the Authority left with no option but to struck off the defence of the respondent and decide the complaint on basis of documents and pleading filed by the complainant which are not disputed.

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

## E. Jurisdiction of the authority

8. The authority 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;*
>
> ***Section 34-Functions of the Authority:***
>
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

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

12. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** *and reiterated in case of* ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022***wherein it has been laid down as under:

> *"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

13. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Findings on the relief sought by the complainant.**

**F. I. Direct the respondent to refund the full booking amount of Rs.11,50,000/- and the registration amount of Rs. 16,340/- paid**

**by Complainants along with 18% interest from the date of payment till the actual realisation.**

14. The complainant was allotted unit no. OBAAN-0204, in tower/block-OBAAN, in the project "Ansals Highland Park" by the respondent/builder for a total consideration of Rs.1,15,52,514/- and the complainants has paid an amount of Rs.11,50,000/- as booking amount.

15. In the present complaint, the unit of the complainants was cancelled by the respondent no. 1 vide letter dated 13.06.2025, due to non-payment as per payment plan. As per the documents available on record, till date complainant had made a payment of Rs.11,50,000/- out of total sale consideration of Rs.1,15,52,514/- even at the time of cancellation.

16. Further, the complainant raised contention that the primary reason for delay in making further payments was the complainant's failure to secure a loan, which was a prerequisite for paying the remaining amount.

17. That in the regard of cancellation, reference needs to be made to the payment plan, as mentioned in the Allotment letter dated 12.02.2025. The payment plan is given below in tabular form for ready reference:-

| | **Stage (Due Date)** | | **Installments** |
|---|---|---|---|
| 1. | On booking | Basic + GST | 1155251.47 |
| 2. | 45 days from booking | Basic + GST | 4621005.90 |
| 3. | 90 days from booking | Basic + GST | 4621005.90 |
| 4. | On offer of possession | Basic + GST | 1155251.48 |

| | | | |
|---|---|---|---|
| | Total | | 11552514.75 |

18. That the booking of the subject unit was made by the complainant on 12.02.2025 and an amount of Rs.11,50,000/- paid by the complainant in lieu of the booking amount. As per the agreed payment plan, an amount of Rs.46,21,005.90/- was to be paid by the complainant on or before 27.04.2025 under the head of ***"45 days from booking*** (i.e. 12.02.2025)". However, the complainant failed to make the balance payments in terms of the above payment plan as discussed in para 17 above.

19. The respondent states that they are asking the allottee to make balance payment of the amount, unfortunately, the complainant failed to make payment as per agreed payment plan but having no positive results, the respondent cancelled the unit vide letter dated 13.06.2025. In view of the above, the Authority is of considered that the cancellation done by respondent is valid in the eyes of law.

20. The issue with regard to deduction of earnest money on cancellation of a contract arose in cases ***of Maula Bux VS. Union of India, (1970) 1 SCR 928 and Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, and wherein it was held that forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of allotment, the flat remains with

the builder as such there is hardly any actual damage. National Consumer Disputes Redressal Commissions in CC/435/2019 ***Ramesh Malhotra VS. Emaar MGF Land Limited*** (decided on 29.06.2020) and ***Mr. Saurav Sanyal VS. M/s IREO Private Limited*** **(decided on 12.04.2022)** ***and followed in CC/2766/2017 in case titled as Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022,*** held that 10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was farmed providing as under-

> *""5. AMOUNT OF EARNEST MONEY*
> *Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money* ***shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment/plot/building as the case may*** *be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."*

21. So, keeping in view the law laid down by the Hon'ble Apex court and provisions of regulation 11 of 2018 framed by the Haryana Real Estate Regulatory Authority, Gurugram, and the respondent/builder cannot retain more than 10% of sale consideration as earnest money on cancellation.

22. As per document available on record, the complainant paid less than 10% of the sale consideration and no amount has remained due from the respondents.
23. The Authority is of view that the complaint is dismissed being not maintainable.
24. Complaint stands disposed of.
25. File be consigned to registry.

Dated: 25.08.2026

**(Arun Kumar)**
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram