

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

Complaint no.: 5469 of 2025
Date of filing: 11.11.2025
Date of decision: 11.08.2026

Mrs. Babita
Mrs. Nisha
R/o: - RZ, D1/268, Gali no. 5 Mahavir Enclave 1,
New Delhi, South West, Delhi

Complainants**Versus**

M/s HCBS Developments Limited
Regd. Office At: - 137, Sector 27, Gurugram

Respondent**CORAM:**

Shri Arun Kumar

Chairman**APPEARANCE:**

Om Prakash Singh (Advocate)
Harshit Batra (Advocate)

**Complainants
Respondent****ORDER**

1. The present complaint has been filed by the complainants/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details

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

S. N.	Particulars	Details
1.	Name of the project	"HCBS Auroville"
2.	Location of the project	Sector-103, Tehsil-Kadipur, Gurugram, Haryana.
3.	Area of project	8.75 acres
4.	Nature of the project	Affordable Group Housing (Commercial)
5.	DTCP license no.	License No.-02 of 2021 dated 21.02.2021
6.	Registered/not registered	Registered Vide registration no. 67 of 2021 Dated-12.10.2021
7.	Application Form	15.03.2024 (Page 22 of complaint)
8.	Allotment letter	19.03.2024 (As on page no. 24 of complaint)
9.	Shop no.	41, Plaza Square, Ground floor (As on page no. 25 of complaint)
10.	Area of the shop	129.599 sq. ft. Carpet Area 259.197 sq. ft. (Super Area) (As on page no. 25 of complaint)
11.	Builder Buyer Agreement	05.08.2024 (As on page no. 34 of complaint)
12.	Possession clause	<i>As per Affordable housing policy 4 years from the date of E.C or building approvals whichever is later</i>

13.	Building plan approvals	23.07.2021 (Taken from the similar complaint of the same project)
14.	Environmental clearance	30.07.2022 (Taken from the similar complaint of the same project)
15.	Due date of possession	30.07.2026 (Calculated 4 years from the date of E.C being later)
16.	Sale consideration	Rs. 44,71,150/- [Page 43 of complaint]
17.	Total amount paid by the complainant	Rs. 13,35,150/- [As per ledger as stated at page 31 of complaint]
18.	Demand letter	04.09.2025 (Page 74 of complaint)
19.	Occupation certificate	Not obtained
20.	Offer of possession	Not offered

B. Facts of the complaint

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

- I. That the allottees approached respondent for booking of commercial unit admeasuring 259.197 sq. ft. super area, in the Affordable Group Housing Colony project and the respondent allotted the commercial unit no. 41, square commercial unit in the project namely "Hcbs Auroville", situated in Sector 103, Gurugram, Haryana. The initial booking amount of Rs.

300000/- was paid vide cheque no. 435713 dated 01.03.2024 towards booking of the said project.

- II. That the complainants were allotted the commercial shop unit no. 41 square commercial unit ground Floor admeasuring 129.599 sq. ft carpet area and 259.197 sq. ft super area in the project "HCBS Auroville" Sector-103, Gurugram, Haryana dated 19.03.2024. The respondent to dupe the complainants in their nefarious net even executed builder buyer agreement signed between the parties dated 05.08.2024. The respondent created a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainants.
- III. That the total cost of the said commercial unit is Rs. 44,71,150/- and a sum of Rs.13,35,150/-was paid by the complainants as per the ledger account in the time bound manner.
- IV. That the respondent sent the demand letter dated 04.09.2025. Later on which was extended to 19.10.2025 via email dated 25.09.2025. The matter is presently under consideration before the Hon'ble Authority and we are not obligated to make any payments unless directed by the Hon'ble Authority or until the matter is duly adjudicated.

- V. That respondent was liable to hand over the possession of a said unit before 31.08.2025 so far from completion as per agreement for sale, clause no. 5. The complainants visited the site on 13.09.2025 but they were restricted and refrained to enter the site and asked to see the site from outside only.
- VI. That the complainants visited the site again on 14.09.2025 to take the stock of situation. One of the respondent representatives allowed us to enter the site. But we were shocked to see that there was no construction on the site. When we visited the site to our utter shock it was not that unit which the respondent promised the complainants to allot i.e, 41 Square commercial unit at the time of execution of agreement dated 05.08.2024. The required width of the doorway as per National Building Code & Haryana Building Code should not less than 1m. Whereas the width of the entrance/exit door which is forcefully handed over by the respondent is only 0.711 m, which is less than the required width. It is not only a grave violation of the written agreement signed by both the complainants and the respondent but also a major violation of law and the unit itself is illegal.
- VII. That the respondent has indulged in all kinds of tricks and blatant illegality in taking money through booking and drafting of developer

buyer agreement with a malicious and fraudulent intention and caused deliberate and intentional huge mental and physical harassment to the complainants and their family. Due to the malafide intentions of the respondent and non-delivery of the commercial unit the complainants have suffered huge losses on account of the future of the complainants and their family. The complainants invested their hard-earned monies have resulted in sub-zero results and borne thorns instead of bearing fare fruits. Due to delay in possession complainants have incurred huge financial and mental harassment month after month the complainants visited respondent office several times and requested for possession but respondent did not bother to respond till date.

VIII. That keeping in view the snail paced work at the construction site and half-hearted promises of the respondent, the chances of getting physical possession of the commercial unit in near future seems bleak and that the same is evident of the irresponsible and desultory attitude and conduct of the respondent, consequently injuring the interest of the buyers including the complainants who has spent their entire hard earned savings and taken interest bearing loan in order to buy this home and stands at a crossroads to nowhere. The inconsistent and lethargic manner, in which respondent conducted business and their lack of

commitment in completing the project on time, has caused the complainants great financial and emotional distress and loss.

C. Relief sought by the complainants: -

4. The complainants have sought following relief(s):

- I. Direct the respondent to provide the actual unit which was promised at the time of allotment of the unit which was executed between both the parties on 19.03.2024.
 - II. Direct the respondent to complete the project as per the agreement and hand over the possession of the commercial unit no. 41, with all basic amenities which are mentioned in the brochure.
 - III. Direct the respondent to pay delay interest on amount of Rs. 13,35,150 /- paid by complainants as per the prescribed rate of interest from the promised date of possession dated 31-08-2025 till the actual delivery of physical possession.
 - IV. Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority.
 - V. Direct the respondent, neither to cancel the unit no. 41, Square commercial unit nor to create third party right till the complaint is pending before the Hon'ble Authority.
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. The respondent is contesting the complaint on the following grounds:

- I. That the respondent had obtained license no. 02 of 2021 dated 21.01.2021 from the Director, Town and Country Planning Department, Haryana for the development of an affordable housing project on the project land under the Affordable Housing Policy 2013, issued by the Government, vide Town and Country Planning Department's Notification dated 19.08.2013. The respondent had already obtained the approval of the Building Plan on 23.07.2021. Moreover, the environmental clearance has also been obtained by the Respondent on 30.07.2022. The project of the respondent has also been registered with the Haryana Real Estate Regulatory Authority vide RERA Registration No. 67 dated 12.10.2021.
- II. That the complainants, being interested in the real estate development of the respondent, known under the name and style of "HCBS Auroville" at Sector 103, Village- Tikampur, District Gurugram, approached the respondent to purchase the commercial unit and applied for the allotment in the said project vide application form dated 15.03.2024. Thereafter, the application for allotment of the commercial unit was accepted, and the complainants were allotted a commercial unit bearing no. 41, Block/Tower- Plaza Square tentatively admeasuring a carpet area of 129.599 sq. ft. and super area of 259.193 sq. ft. vide allotment letter dated 19.03.2024.
- III. Thereafter, the respondent requested the complainants to execute the "builder buyer's agreement" and sent copies of the same to the complainants. That the builder buyer's agreement was executed between the parties on 05.08.2024.
- IV. That the builder buyer agreement does not specify any due date for possession. In the absence of a stipulated timeline, the standard legal

presumption applies, wherein possession is to be handed over within a reasonable period—commonly interpreted as three years from the date of execution of the BBA (i.e., 05.08.2024), which comes out to be 05.08.2027. Therefore, it is justifiable to calculate the due date of possession as three years from the execution date, aligning with prevailing legal norms and judicial precedents governing real estate transactions and consumer protection

- V. It is respectfully submitted that the time period declared at the time of registration of the project pertains exclusively to the completion of the project in terms of the applicable statutory requirements. The said time period cannot be construed as the due date for handing over possession of the unit. The due date for possession is required to be determined strictly in accordance with the relevant and specific clauses of the buyer's agreement, which governs the contractual relationship between the parties.
- VI. That the said date has not yet arrived, and consequently, there is no delay, default, or deficiency in service on the part of the respondent. The present complaint, having been filed prior to the accrual of any cause of action, is premature, speculative, and liable to be dismissed in limine.
- VII. That section 18 (1)(b) of the Act allows the relief of delayed possession charges or refund to arise only in case of failure of the promoter to deliver the project/unit in accordance with the promised timelines. In such circumstances, section 18 cannot be noted to be applicable, and the present complaint, which amounts to misuse of the process of law and should not be entertained. The

complainants cannot use the Act as a tool to shy away from its obligations.

- VIII. That the respondent has neither committed any breach nor caused any delay, and no legally enforceable cause of action has accrued in favour of the complainants. The complaint has been instituted prematurely, without the expiry of the stipulated possession period and in disregard of the governing contractual and statutory framework. Such invocation of jurisdiction amounts to an abuse of the process of law. Accordingly, the present complaint deserves to be dismissed in limine, with costs, in the interest of justice and equity.
- IX. That the remittance of all amounts due and payable by the complainants under the agreement, as per the schedule of payment incorporated in the agreement. The complainants had defaulted/delayed in making the due payment, upon which, reminder was also served to the complainants. That out of the total demand raises of Rs. 29,06,248/- the complainants have only made payment of Rs. 13,35,150/-. The *bonafide* of the respondent is also essential to be highlighted in this instance, who had served several demand letters and reminder to the complainants to ensure that the payments are made in a timely fashion which are as under:

S. No.	Particulars	Stage/Milestone	Dated	Paid/Unpaid
1.	Demand (Admitted and annexed at page	After 18 months of booking/completion of superstructure (whichever is earlier	04.09.2025	Unpaid



	74 of complaint by Complainant.			
2.	Reminder		03.02.2026	

- X. That by not making the due payments, not only have the complainants violated the agreement but also the Real Estate (Regulation and Development) Act, 2016, under which the Complainants were obligated to make payment, and despite repeated reminders and various opportunities, miserably failed to do so. The complainants have admittedly failed to adhere to the agreed payment schedule and have not made timely payments as stipulated under the terms of the allotment. As on date, only a sum of Rs. Rs. 13,41,345/- out of the total demand of Rs. 29,06,248/- has been received by the respondent. Despite being in continuous default, the complainants have approached this Ld. Forum alleging delay in possession.
- XI. That without prejudice it is submitted that the construction of the project is being undertaken strictly as per approved plans and applicable building norms, and the allegation that the unit is illegal is baseless and frivolous. Moreover, the claims of the complainants are wholly unsubstantiated and liable to be dismissed at the outset.
- XII. That without prejudice to the above-made submissions, it is respectfully submitted that the complainants have failed to place on record any cogent, credible, or admissible evidence whatsoever to substantiate the bald and unsubstantiated allegations made against the respondent with regard to the alleged non-development of the unit in question. The averments made in the complaint are vague, general, and devoid of material particulars, and do not disclose any

specific instance of default, delay, or deficiency attributable to the respondent. It is further submitted that the complainants have neither produced any inspection report, expert opinion, correspondence, statutory notice, nor any other contemporaneous record to demonstrate that the development works at the project site have not been carried out in accordance with the sanctioned plans and applicable norms. In the absence of any such material, the allegations remain speculative and are liable to be rejected outright.

XIII. That it is respectfully submitted that the construction of the project is still ongoing, and any alleged violation of the provisions of the National Building Code or the Haryana Building Code, if at all, can only be assessed and established upon completion of construction and subject to inspection by the competent authority. In view of the foregoing, the allegations raised by the complainants are baseless, misconceived, and devoid of merit, and the same deserve to be dismissed in limine.

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 submission made by the parties.

E. Jurisdiction of the authority

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate



Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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.

F. Findings on objections raised by the respondent

F.I Objection regarding complainant is pre mature.

12. The respondent has taken the objection that the builder buyer agreement does not specify any due date for possession. In the absence of a stipulated

timeline, the standard legal presumption applies, wherein possession is to be handed over within a reasonable period—commonly interpreted as three years from the date of execution of the BBA (i.e., 05.08.2024), which comes out to be 05.08.2027. The said date has not yet arrived, and consequently, there is no delay, default, or deficiency in service on the part of the respondent. The complaint has been instituted prematurely, without the expiry of the stipulated possession period and in disregard of the governing contractual and statutory framework. Accordingly, the present complaint deserves to be dismissed in limine, with costs, in the interest of justice and equity.

13. The Authority is of the view that in the present case the due date is taken as per clause 1(iv) of the Affordable Housing Policy, 2013. The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.07.2022 and 23.07.2021 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 30.07.2026.
14. The complainants have filed the present complaint on 11.11.2025, whereas the due date for possession was 30.07.2026. Admittedly, on the date of filing of the complaint, the due date had not expired. However, the matter was taken up by the Authority on 11.08.2026, by which time the due date had already lapsed.
15. In view of the above, the Authority observes that although the complaint was filed prior to the expiry of the due date, the cause of action had accrued by the time the matter was taken up for consideration. Therefore, the objection raised by the respondent that the present complaint is premature

on the ground that there was no default on its part on the date of filing of the complaint is not sustainable and is hereby rejected.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to provide the actual unit which was promised at the time of allotment of the unit which was executed between both the parties on 19.03.2024.

G.II Direct the respondent to complete the project as per the agreement and hand over the possession of the commercial unit no. 41, with all basic amenities which are mentioned in the brochure.

G.III Direct the respondent to pay delay interest on amount of Rs. 13,35,150 /- paid by complainants as per the prescribed rate of interest from the promised date of possession dated 31-08-2025 till the actual delivery of physical possession.

G.IV Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority.

G.V Direct the respondent, neither to cancel the unit no. 41, Square Commercial Unit nor to create third party right till the complaint is pending before the Hon'ble Authority.

16. The above-mentioned relief sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

17. The complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

***.....
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

18. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licensed under it and the same is reproduced as under for ready reference:

1 (iv)

"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."

19. **Due date of handing over of possession:** As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that *"All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy.* The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.07.2022 and 23.07.2021 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 30.07.2026.

20. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

21. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
22. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 11.08.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
23. The definition of term 'interest' as defined under section 2(z) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:
- "(z) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*
- Explanation. —For the purpose of this clause—*
- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
 - (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*
24. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

25. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Therefore, in view of the findings given above, the due date of handing over of possession was 30.07.2026. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Further, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.

26. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.07.2026 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

27. Further as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the flat/unit and execute conveyance deed in favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

H.Directions of the authority

28. Hence, the authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent/promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.07.2026 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from the due date till the date of order by the authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order and interest for every

- month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent/promoter shall handover physical possession of the flat/unit and execute conveyance deed in favour of the complainant(s) in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
 - iv. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - v. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's agreement or provided under the Affordable Housing Policy, 2013.
 - vi. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
29. The complaint stand disposed off.
30. Files be consigned to registry.



(Arun Kumar)
Chairman

**Haryana Real Estate Regulatory Authority,
Gurugram**

Dated: 11.08.2026