

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

Complaint no. : 827 of 2025
Date of complaint : 13.02.2025
Date of order : 24.09.2025

Praveen Gandhi and Shalini Gandhi,
Both R/o: - H. No. 231, Near DPS School,
Sector-45, Gurugram.

Complainants**Versus**

M/s Prompt Engineering Private Limited
Regd. Office At: Cabin-1, LGF-F22,
Sushant Shopping Arcade, Sushant Lok,
Phase-I, Gurugram-122002.

Respondent

CORAM:
Ashok Sangwan

Member

APPEARANCE:
Tanishq Sirohi (Advocate)
Shriya Takkar (Advocate)

**Complainants
Respondent****ORDER**

1. The present complaint has been filed by the complainant/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 thereunder or to the allottees as per the agreement for sale executed *inter se*.

A. Project and unit related details

2. The particulars of the project, the details of 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 and location of the project | "M3M Corner Walk", sector-74, Gurgaon |
| 2. | Nature of the project | Commercial |
| 3. | DTCP license no. | 121 of 2008 dated 14.06.2008 valid upto 13.06.2023 (area 7.44 acre) |
| 4. | RERA Registered/ not registered | 17 of 2018 dated 24.01.2018 valid upto 31.03.2025 |
| 5. | Unit no. | R1 G 014 [page 72 of reply] |
| 6. | Unit admeasuring area | 822.37 sq. ft. of carpet area 1632.41 sq.ft. of super area [page no. 72 of reply] |
| 7. | Allotment letter | 23.10.2018 (page 72 of reply) |
| 8. | Date of builder buyer agreement | 17.01.2020 (page 109 of reply) |
| 9. | Possession clause | 7.1 Schedule for possession of the said Unit- "The promoter agrees and understands that timely delivery of possession of the Unit along with parking (if applicable), if any, to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement." |
| 10. | Due date of possession | 31.03.2025 (as per possession clause) |
| 11. | Total sale consideration | Rs.3,02,76,632/- [page 72 of reply] |
| 12. | Total amount paid by the complainant | Rs.3,05,20,466/- |

| | | |
|-----|------------------------|--|
| | | [as per applicant ledger at page 118-B of complaint] |
| 13. | Occupation certificate | 31.08.2021 (page 82 of reply) |
| 14. | Offer of possession | 09.09.2021 (Page 85 of reply) |
| 15. | Possession letter | 11.08.2023 (page 104 of reply) |
| 16. | Conveyance deed | 11.08.2023 [page 126 of complaint] |

B. Facts of the complaint

3. The complainants have made the following submissions: -

- I. That in the year 2018, the complainants were contacted by one of the members of the channel partner namely Mr. Viren Mehta, of the respondent to purchase a commercial shop in the project being developed by the respondent named M3M Corner Walk at Sector-74, Gurugram. It was represented and assured to the complainants that the commercial shop would be allotted on the Ground Floor, front facing/overlooking the Southern Peripheral Road with complete visibility from the road which will have an entrance of 150 mtr. road, thereby, the complainants showed an intent and therefore, booked a commercial shop/unit in Block 1 bearing no. R1 G 014 having carpet area of 822.37 sq. ft. and corresponding super area 1632.41 sq. ft., type shop, on ground floor along with exclusive usage of car parking spaces in the said project of the respondent. It is submitted that the complainants had purchased the said unit by opting construction linked payment plan for a total sale consideration of Rs.3,06,03,711/- including basic sales price, IFMS, EDC/IDC, PLC, power backup charges, GST, etc by submitting an advance registration form no.

CWA/00327/18-19 and also, made a booking payment of Rs.1,90,01,276/- to the respondent.

- II. That in lieu thereof, the respondent sent a welcome letter dated 25.05.2018 and an allotment letter dated 25.05.2018 in the name of the complainants in respect to the confirmation of allotment of the unit no. R1 G 014. The payment plan categorically mentioned that an amount of Rs.61,98,260.77/- was charged from the complainants with respect to PLC in order to get their desired allotment of the unit.
- III. That in accordance with the said payment plan, the complainants have paid the amounts as and when demanded by the respondent and made all the payments timely in accordance with the payment plan opted by the complainants.
- IV. That thereafter, on 17.01.2020, a registered agreement for sale which was ex-facie arbitrary, unilateral and one-sided was executed inter-se between the respondent and the complainants. According to the possession clause 7.6.1 of the agreement for sale, the respondent promoter had to give possession of the unit within 3 months from the date of the issuance and receipt of occupancy certificate, subject to payment of the total consideration and other charges.
- V. That on 09.09.2021, the respondent issued an offer of possession in the name of the complainants, wherein the respondent demanded the remittance of a sum of Rs.30,95,262/-. It is pertinent to state that the respondent continued to raise further demands, which were duly paid by the complainants. However, under various pretexts, the respondent induced the complainants to remit additional charges that did not form part of the agreement for sale. It is crucial to bring to light that any disagreement or objection raised by the complainants regarding such charges demanded by the respondent would have resulted in the

cancellation of the allotted unit. Consequently, in order to safeguard their interest in the unit and to avoid the adverse consequence of cancellation, the complainants were compelled to pay the amounts as and when demanded by the respondent.

- VI. That after receipt of the offer of possession, the complainants made all the payments including maintenance and CAM charges, under protest to safeguard their legal rights. After making all the payments, the complainants asked for the physical possession of the unit, however, to no avail as no response was received from the respondent promoter regarding the same. That on 11.01.2022, the respondent has issued the statement of account cum customer ledger for the unit of the complainants. It is pertinent to mention here that as per the said SOA/customer ledger, the total sale consideration of the unit is Rs.3,06,03,711/-, out of which the complainants have paid an amount of Rs.3,05,20,466/- which is 100% of the total consideration.
- VII. That on a bare perusal of the occupancy certificate it is seen that the respondent has offered the possession after only getting part occupancy certificate and construction was going on the upper floors, because of which the complainants could not use the unit. Apparently, as the construction of the unit was not complete, the unit was handed over to the complainants only after a delay of approximately 2 years from the issuance of the offer of possession. It is submitted that the physical possession of the unit was handed over to the complainants on 11.08.2023 and in respect to the same a letter was issued by the respondent and a registered conveyance deed dated 11.08.2023 was executed between the respondent and the complainants.
- VIII. That subsequent to the conveyance of the said unit in the name of the complainants, the complainants in and around the period between

Dec, 2023 - June, 2024 came across a tender notice issued by the State Bank of India, which required a commercial unit in Sector 74 in Gurugram, with an area of over 2000 sq. ft and front facing to SPR. The complainants having intent to lease out their unit had approached the SBI and after joint discussion and surveys, the SBI provided complainants a letter of intent and agreed to take the unit on lease with a leasing rate @Rs.230/- per sq. ft. for a period of 10 years. It is apposite to mention herein that when the survey was conducted by the team of SBI, the front facing units to SPR was verified and it was only on the basis of the prime location of the unit, that a letter of intent was issued by the SBI. It is imperative to mention herein that the unit purchased by the complainants was north facing and, on the south facing, there was an open free grazing land. The respondent with its pre-conceived malafide intention to grab high charges for these units in Block-1 has represented and showed that these units have an advantage as they were front facing to SPR, and the free grazing land formed part of the project. However, the complainants were later on shocked to find out that the said free grazing land was never actually owned by the respondent and was merely taken on lease by the respondent just to falsely lure & to unlawfully gain from the allottees by charging huge market rates for the units that were front facing to SPR.

- IX. That due to the aforesaid, the SBI which intended to acquire the lease of the unit has withdrawn from its letter of intent, as the unit does not face the SPR and as such the front facing view of the unit is now covered. The respondent with an intent to cheat the allottees of the project has misled the complainants by malafidely concealing about the lease of the land which faced the unit, and lured the complainants

in purchasing the unit by showing and manipulating the documents, thereby representing to its allottees that the front facing free grazing land with a view of SPR, is owned and formed a part of the project land however, the said land was never owned nor it was part of the project being developed by the respondent.

- X. That the complainants today are left in such a peculiar situation that the complainants are neither able to lease the unit to its potential lessors even after paying a huge amount of PLC for purchasing the said unit. The complainants even sent various emails to the respondent promoter representing about the said issues, however, no concrete response to the same has ever been received from the respondent. That after multiple reminders, the respondent has scheduled a meeting with its authorised representative, however, to the utter disregard, none of the representative was authorised to address the said grievance of the complainants.
- XI. That the complainants have raised their grievances on several occasions pertaining to the CAM Charges, IFMS and maintenance charges, however, no response or justification has ever been received by the complainants.
- XII. That in the present complaint, the complainants intend to continue with the project and are seeking refund of the PLC amount along with the loss of the lease rentals calculated from the date of handover of the physical possession of the unit, till the date the unit is leased out to its potential lessors.

C. Relief sought by the complainants:

- 4. The complainants have sought following relief(s):
 - I. Direct the respondent to refund the amount of PLC charged from the complainants by misleading about the front facing unit to SPR

and to pay lease rent amount of Rs.230/- per sq.ft. which the SBI was intended to pay to the complainants.

- II. Direct the respondent to refund all the unjustified and illegal charges which have been charged in the offer of possession including labour cess with interest.
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 contested the complaint by way of reply and written submissions dated 17.09.2025 on the following grounds: -
 - i. That the complainants by way of the present complaint is seeking alleged refund of the PLC charges of Rs.61,98,260.77/-. The sale consideration of the unit has been defined under Schedule D of the buyer's agreement and the respondent has not charged a single penny for PLC charges and the said fact was duly informed to the complainants vide email dated 05.08.2024. Further, since the deed of conveyance for the apartment in question was executed on 11.08.2023 therefore the mutual obligations stand discharged.
 - ii. That the complainants after conducting their own due diligence approached the respondents through their broker M/s. Elite Landbase Pvt. Ltd. and applied for booking of a commercial unit in the project "M3M Corner Walk" which is a commercial project being undertaken by the respondent vide application form. It is submitted that the complainants on account of his own free will and understanding and after having read and understood all the terms of the application form, duly signed the application form.
 - iii. That in due consideration of the part booking amount paid by the complainants and his commitments to comply with the terms of the

booking/allotment and make timely payments of demands, the respondent allotted a unit bearing no. R1 G 014 in the said project vide allotment letter dated 07.05.2018. It is pertinent to mention here that the complainants had booked the unit the construction linked payment plan. Thereafter, the complainants requested that the payment plan be changed from construction linked payment plan to specific payment plan. The respondent acceded to the request of the complainant and changed the payment plan. Accordingly, the respondent issued fresh allotment letter dated 23.10.2018. The price of the unit was Rs.3,02,76,632/- plus other charges. It is submitted that in furtherance of the allotment, the respondent had sent the buyer's agreement and other related documents vide cover letter dated 07.12.2018 for due execution at the complainant's end. After constant follow ups with the complainant, the buyer's agreement was executed between the parties on 17.01.2020. The buyer's agreement duly covers all the liabilities and rights of both the parties.

- iv. That the respondent completed the construction of the project way before the agreed timeline and applied for the grant of occupation certificate. The occupation certificate for the present phase of the project was granted by the competent authorities on 31.08.2021 after due verification and inspection. The respondent offered the possession of the unit to the complainants vide notice for offer of possession dated 09.09.2021 and requested the them to come forward to take possession of the unit and clear their dues on or before 08.10.2021. Since, the complainants failed to pay the outstanding dues within the prescribed time period as stated in the notice of offer of offer of possession therefore, the respondent issued pre-cancellation letter dated 09.10.2021. Despite repeated requests the complainants

did not come forward to deposit their complete pending dues and take possession of the unit therefore, the respondent sent emails dated 14.12.2021, 22.12.2021, 11.01.2022, 31.03.2022, 17.10.2022, 07.06.2023 requesting the complainants to come forward clear their dues and take the possession of the unit. Thus, the complainants were in default of their contractual obligations under Sec 19(6), 19(7) and 19(10) of RERA Act, 2016.

- v. That the respondent vide email dated 09.08.2023 and 10.08.2023, requested the complainants to come forward and take the physical possession of the unit and get the conveyance deed registered. The complainants visited the project site and after inspection of the unit and taking the physical possession of the unit in question. The conveyance deed in favour of the complainants was executed on 11.08.2023.
- vi. That the respondent has duly complied with all its obligations. Therefore, the complainants are not entitled to any relief whatsoever.
- vii. That the due date of possession as per the terms of the buyer's agreement was 31.03.2025 or as may be further revised/approved by the authorities. The respondent despite adverse circumstances like NGT orders, COVID 19 pandemic completed the construction of the present phase and the occupation certificate for the present phase was granted by the competent authorities on 31.08.2021 after due verification and inspection. The respondent offered the possession of the unit in question to the complainants vide notice for offer of possession dated 09.09.2021 and requested them to come forward and clear their dues and take possession of the unit which was ready and complete. It is humbly submitted that despite various opportunities/reminders, the complainants did not come forward to

comply with possession related formalities as a result of which the respondent was constrained to issue pre-cancellation notice dated 09.10.2021. Thus, it is absolutely clear that there is no delay in offering in offering possession of the unit to the complainants. Thus, no case is made out under Section 18 of the RERA Act, 2016.

- viii. That the unit was ready and the respondent vide letter dated 09.09.2021 offered possession to the complainants and requested them to remit the outstanding amount towards the remaining basic sale price, service tax, cess, stamp duty charges etc. It is submitted that the offer of possession dated 09.09.2021 is a valid offer of possession and all the demands were raised strictly as per the terms of the buyer's agreement. Since the complainants are not coming forward to take over the possession of the unit, they are liable to pay holding charges and maintenance charges as per the terms of the buyer's agreement.
- ix. That the complainants paid all the due amounts on their own free will and understanding. Thus, the complainants are estopped by their own conduct from raising any issues at this belated stage. It is also pertinent to mention here that as per the clause 1 of the statement of accounts provided in the offer of possession dated 09.09.2021 the complainants are estopped from raising issues at this belated stage.
- x. That as far as labour cess is concerned, the same has been charged as per Schedule D, Clause 4 of the buyer's agreement. The amounts towards labour cess have been deposited by the complainants on their own free will without any protest or demur. The complainants made the payments towards the demands raised in the offer of possession on their own free will and have also taken over possession of the unit and got the conveyance deed registered on 11.08.2023 therefore, the all financial obligations of the parties have been concluded. Thus, the

offer of possession or the demands raised thereinunder cannot be challenged now at this belated stage.

- xi. That the complainants took possession of the unit on 11.08.2023 only after inspecting the apartment and satisfying themselves with its size, super area, dimensions, location, quality of construction and materials used, specifications, services provided, etc. It is submitted that the complainants were very well aware about the all the aspects of the unit and the project and took possession of the unit after inspecting the same and being completely satisfied with the same without any protest or demur.
 - xii. That all aspects of the unit and its specifications are duly mentioned in the conveyance deed registered on 11.08.2023. The complainants now with a mala fide intent have filed the present complaint to extort unlawful and illegal benefits from the respondent. It is submitted that no false statement was ever made by the respondent. The respondent has complied with all its obligations under the terms of the buyer's agreement. Thus, no case under Sec 12 of the RERA Act, 2016 is made out. Further, the respondent is under no obligation to lease out the unit of the complainant as the unit in question is meant for self-occupation. The alleged letter of intent nowhere states that the alleged requirement qua location of the unit for lease and SBI does not state any reason for cancellation of LOI. Furthermore, the respondent never ever represented that the unit in question was facing SPR from front neither it was represented that the alleged grazing land formed part of the project.
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 those undisputed documents and submission 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

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

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

9. 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.

F. Findings on the relief sought by the complainants.

F. I Direct the respondent to refund the amount of PLC charged from the complainants by misleading about the front facing unit to SPR and to pay lease rent amount of Rs.230/- per sq.ft. which the SBI was intended to pay to the complainants.

F.III Direct the respondent to refund all the unjustified and illegal charges which have been charged in the offer of possession including labour cess with interest.

10. The complainants have submitted that the respondent has charged an amount of Rs.61,98,260.77/- from the complainants with respect to PLC in order to get their desired allotment of the unit. Further, the respondent induced the complainants to remit additional charges that did not form part of the agreement for sale. The respondent with its pre-conceived malafide intention to grab high charges for units in Block-1 has represented and showed that these units have an advantage as they were front facing to SPR, and the free grazing land formed part of the project. The complainants were intended to lease out their unit and had approached the SBI and after joint discussion and surveys, the SBI provided complainants a letter of intent and agreed to take the unit on lease with a leasing rate @Rs.230/- per sq. ft. for a period of 10 years. It is apposite to mention herein that when the survey was conducted by the team of SBI, the front facing units to SPR was verified and it was only on the basis of the prime location of the unit, that a letter of intent was issued by the SBI. However, the complainants were later on shocked to find out that the said free grazing land was never actually owned by the respondent and was merely taken on lease by the respondent just to falsely lure and to unlawfully gain from the allottees by charging huge market rates for the units that were front facing to SPR. Due to the aforesaid, the SBI which intended to acquire the lease of the unit has withdrawn from its

letter of intent, as the unit does not face the SPR and as such the front facing view of the unit is now covered. Thus, the complainants are seeking the above-mentioned reliefs.

11. The respondent has submitted that the sale consideration of the unit has been defined under Schedule D of the buyer's agreement and the respondent has not charged a single penny for PLC charges from the complainants and the said fact was duly informed to the complainants vide email dated 05.08.2024. Further, as per the clause 1 of the statement of accounts provided in the offer of possession dated 09.09.2021, the complainants are estopped from raising issues at this belated stage. The complainants made the payments towards the demands raised in the offer of possession on their own free will and have also taken over possession of the unit and got the conveyance deed registered on 11.08.2023 therefore, the all financial obligations of the parties have been concluded. Further, the respondent is under no obligation to lease out the unit of the complainant as the unit in question is meant for self occupation. The alleged letter of intent nowhere states that the alleged requirement qua location of the unit for lease and SBI does not state any reason for cancellation of LOI. Furthermore, the respondent never ever represented that the unit in question was facing SPR from front neither it was represented that the alleged grazing land formed part of the project.
12. After considering the documents available on record as well as submissions made by the parties, it is determined that as per the buyer's agreement executed between the parties dated 17.01.2020, no amount on account of PLC has been charged from the complainants. Further, the Authority observes that the financial liabilities between

the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016.

13. Moreover, relevant clauses of the conveyance deed dated 11.08.2023 is reproduced hereunder for ready reference:

J. *The Vendee acknowledges that the Vendor has readily provided complete information and clarification as required by the Vendee, however the Vendee had ultimately relied upon its own independent investigations and judgment in purchasing the aforesaid Unit. Save and except as specifically represented herein, the Vendee's decision to purchase the aforesaid Unit in 'M3M CORNER WALK' is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendor of otherwise including but not limited to, any representations relating to the Said Land, or the units or the specifications therein or any other physical characteristics thereof, the estimated facilities/ amenities to be made available to the Vendee or any purported services to be provided by the Vendor. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects;*

M. *The Vendee has inspected the Unit and only after being satisfied with the construction and specifications and other features thereof has agreed to have conveyance of the said Unit in his/their/its favour.*

14. The complainants took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainants have neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainants that conveyance deed has been got executed under coercion or by any unfair means. The complainants could have asked for the above claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed, the complainants cannot seek any refund of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have



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been settled, no claims remains. So, no relief in this regard can be effectuated at this stage.

15. In view of the above, the present complaint stands dismissed. File be consigned to registry.

(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2025



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