

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

Complaint no. : 5661 of 2024
Date of complaint : 02.12.2024
Date of order : 24.09.2025

Gaurav Singh Aleria and Usha Devi,
Both R/o: - Flat No. 104, Tower-A7,
Gardenia Glory, Sector-46, Noida-201301.

Complainants

Versus

1. M/s Puri Constructions Private Limited.
Regd. Office at: - 4-7B, Ground Floor,
Tolstoy House 15 & 17, Tolstoy Marg, New Delhi-110001.
2. M/s Kalyani Investors Group
Regd. Office at: - C-042, 4th Floor, Tower block-C,
Supermart 1, DLF Phase-4, Gurugram-122009.

Respondents

CORAM:
Ashok Sangwan

Member

APPEARANCE:
Gaurav Rawat (Advocate)
Himanshu Juneja (AR)
None

Complainants
Respondent No.1
Respondent No.2

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 of the project	Puri Diplomatic Residences, Sector 110A & Sector 111, Village- Chouma, Gurugram.		
2.	Project area	21.01875 acres		
3.	Nature of project	Group Housing		
4.	RERA registered/not registered	14 of 2024 dated 19.02.2024 (5.4112 acres) Valid upto 31.03.2032		
5.	DTCP License no.	55 of 2010 dated 25.07.2010	87 of 2012 dated 29.08.2012	33 of 2013 dated 25.05.2013
	Validity status	24.07.2025	28.08.2025	24.05.2029
	Area	15.457 acres	4.268 acres	1.293 acres
	Name of licensee	Nature Villa Promoters Pvt. Ltd. & 2 Ors.		
6.	Date of allotment	10.04.2024 (page 25 of complaint)		
7.	Apartment no.	B2-703, Tower B2, 1398.88 sq.ft. (page 30 of complaint)		
8.	Date of builder buyer agreement	Not executed		
9.	Due date of possession	31.03.2031 (page 30 of complaint)		
10.	Total sale consideration	Rs.4,66,83,000/- (page 31 of complaint)		
11.	Paid up amount	Rs.41,96,800/- (page 75 of reply)		
12.	Occupation certificate	Not yet obtained		
13.	Offer of possession	Not offered		

B. Facts of the complaint

3. The complainants have made the following submissions: -
- I. That in 2024, the allottees booked a unit bearing no.703, Tower-B2, 7th Floor, in Sector 111, having super area measuring 2440 sq. ft. and carpet area- 1398 sq. ft. and balcony area 387.82 sq. ft. in the project of the respondents named "Puri Diplomatic Residences" at Sector-111, Gurugram. It is pertinent to mention here that the booking of the said unit was done through respondents no. 2.
 - II. That in the present case, respondent no. 2 got the said booking of the unit in the month of April,2024 without being registered under the RERA Act,2016 as he has obtained the registration bearing no. RC/HARERA/GGM/2712/2307/2024/425 dated 14.06.2024, almost after delay of 2 months after taking the booking amount from the complainant. Furthermore, respondent no.2 introduce himself as a channel partner of the respondent no.1. The respondent no.2 has violated the provisions of the Act. Hence, in accordance to the provisions of the RERA Act, necessary penal action to be taken against the respondent no.2.
 - III. That at the time of booking, the complainants were assured that project of the respondent's company will be completed within 36 months and agreement will be executed within period of 2 months but same has not been executed till date despite repeated request and reminders.
 - IV. That the respondents confirmed the booking of the said unit vide allotment letter dated 10.04.2024 for a total sale consideration of Rs.4,66,83,000/-.
 - V. That the booking of the said unit was made through channel partner of respondent no.1 and at the time of booking the agreed rate was

Rs.19,200/- per sq. ft. plus additional 5% discount on the total sale consideration, but respondents acting arbitrarily and not adhering to the terms of conditions of booking issued allotment letter dated 10.04.2024 charging @Rs.31,783/- per sq. ft and further not providing discount as agreed upon.

- VI. That even after repeated reminders and follow ups, the respondents failed to provide the agreed discount and issue fresh allotment letter. It is pertinent to note here that complainants duly and timely made all the payments when demanded/due but respondents after delay of almost more six months failed to do the needful.
- VII. That the complainants contacted the respondents on several occasions and were regularly in touch with the respondents with regard to the status of project and reason for the status of discount as promised upon and reason for charging @Rs.31,783/- per sq. ft, non-issuance of the corrected allotment letter, and non-execution of the agreement. The respondents were never able to give any satisfactory response to the complainants and were never definite about the same.
- VIII. That vide email dated 06.08.2024, respondents specifically acknowledged the fact of discount as agreed upon- *As per the meeting at held at our C.P. office on Aug 1st 2024, we are sharing the pricing information for Tower B2-703. Company cost for the said unit is Rs.4,69,00,000/- plus 5% GST. In addition, we have offered you a discount of Rs.1,000/-per sq. ft. (Channel Partner Discount), which comes to a total discount of Rs.24,40,000/-.*
- IX. That allotment of the unit was made on April, 2024 and after coming into force of the Act, the respondent can charge only on the carpet of the unit not on the super area of the unit. In the present case, respondent has charged the complainant on the super area i.e. 2440



sq. ft. @Rs.31,783/- per sq. ft. which is against the provisions of the RERA Act, 2016 and the Rules, 2017 made thereof. Hence, in accordance to the provisions of the RERA Act, necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent to charge on the carpet area instead of the super area of the unit.

- X. That respondent no.2 sent credit note dated 08.06.2024 to the complainants wherein the respondent no.2 specifically admitted the averments of the complainants with respect to the discount and claim of super area of the said apartment for the purpose of sale consideration as claimed by the complainants. Each and every document supported that 5% discount had to been given by the respondent no.2, but not given by it till date. Further, the amount of discount and rebate was never given to the complainant as falsely claimed by the respondents.
- XI. That the respondent no.1 is charging 5% GST from the allottee on the sale consideration through invoices and has collected GST amounting to Rs.2,31,652/- from allottees without having any actual liability and without depositing it with the government. The promoter never provides any mechanism and due information to calculate tax and the taxable value of the apartment to the allottee and is bound to clarify that under which provisions respondent no.1 is charging the said amount.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- I. Direct the respondents to adjust the discount as agreed at the time of booking, set aside unexecuted BBA, issue fresh allotment letter and execute BBA as per agreed rate.
 - II. Initiate penal proceedings against the respondent no.1 & 2.

- III. Direct the respondent no.1 to provide details of booking done by respondent no.2 in project as of complainants.
 - IV. Direct the respondent no.1 to charge on carpet area and not on super area.
 - V. Direct the respondent no.1 to clarify charging of 5% GST.
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 no.1 has contested the complaint by way of reply dated 09.01.2025 on the following grounds: -
- i. That the complaint filed by the complainants is not maintainable under the provisions of RERA Act and applicable rules as the complaint can only be filed for violation and/or breach of the provisions of the Act and Rules. In the present complaint, no violation or breach of the provisions of the Act and Rules has been alleged or averred. Hence present complaint be dismissed.
 - ii. That the complainants had made the booking of apartment no. B2-703 in the project-Puri Diplomatic Residences in Sector-111, Gurgaon in 2024 after going through and accepting the terms of the booking contained in the application form which was in their possession even prior to making any payment of booking amount.
 - iii. That the complainants have got no cause of action to file the present complaint as in the whole complaint the complainants are seeking false reliefs from respondent no.1 like charging the complainants on super area instead on carpet area and seeking clarification under which section, rules, Act of CGST/SGST, 5% GST has been charged from allottees on total sale consideration. That respondent no.1 has launched the project and sold the apartment on the basis of carpet area

only and super area if mentioned, anywhere is only for the academic purposes. Even the allotment letter contained the details of the apartment based on carpet area only including the rates also. Hence all the allegations with respect to super area etc. are totally wrong and incorrect. Needless to mention that in every document including application form, allotment letter, demands, receipts etc. issued by respondent no.1, only carpet area has been mentioned. Further as per notification No.03/2019 dated 29.03.2019, GST @5% (CGST@2.5% & SGST @2.5%) on residential apartment is being charged as per Central Tax Rate).

- iv. That the complainant has accepted the payment plan mentioned in application form which was duly executed by complainants and thereafter an internal approval with respect to discount of Rs.24,40,0000/- and approval of amended payment plan was taken vide email dated 05.04.2024 when complainants have transferred Rs.20,00,000/- through RTGS after dishonour of earlier cheque dated 01.04.2024.
- v. That the complainants are defaulters in making the requisite payments as per agreed payment plan, hence the defaulting complainants are not entitled for any relief from this Authority.
- vi. That in the year February, 2024, after getting the project registered with RERA, Gurugram, respondent no.1 started allotting apartments in their project.
- vii. That the promoter did not release any brokerage amount to the channel partner prior to registration in June 2024 under HRERA as real estate agent and till such time, the said real agent was working with another registered real estate agent.

- viii. That it is denied that at the time of booking, the complainants were assured that the project would be completed within 36 months. Further, it is submitted that in the signed application form, the date of obtaining occupation certificate of the project is mentioned as 31.03.2031. Further, in relation to execution of BBA is concerned, respondent no.1 has been following up regularly over calls as well as email with complainants to execute the BBA. One such email is dated 13.11.2024.
- ix. That nowhere, the rate of the apartment is mentioned as Rs.19,200/- per sq.ft. by respondent no.1. Even when respondent no.1's advertisement was announced, the starting rate was mentioned as Rs.3.95 Crore onwards. Further, the complainants made the payment against the demand raised by the respondent no.1 without any demur/protest after accepting the allotment letter sent on 13.04.2024. Further, the complainants had made payment in furtherance of the allotment letter on 16.05.2024.
- x. That vide email dated 27.07.2024, the respondent no.1 apprised the complainants that a discount of Rs.24,40,000/- has already been offered and the same was incorporated in the allotment letter which was sent on 13.04.2024 which was deemed accepted as the complainants after receiving of allotment letter released payment of Rs.21,96,800/- on 16.05.2024. Further, the said discount was obtained vide internal email dated 05.04.2024.
7. Despite due service of notice through speed post as well as through email, no reply has been received from respondent no.2 with regard to the present complaint. In view of the above, vide proceedings dated 14.05.2025, the defence of the respondent no.2 was struck off. However, in the interest of justice, vide proceedings dated 06.08.2025,

the respondent was given an opportunity to file written submissions in the matter within a period of two weeks, but the same has not been filed by it till date. In view of the above, the Authority is deciding the present complaint on the basis of documents available on record as well as submissions made by the complainant and respondent no.1.

8. 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

9. The respondent no.1 has raised a preliminary submission/objection that the Authority has no jurisdiction to entertain the present complaint. The objection of the respondent no.1 regarding rejection of complaint on ground of jurisdiction stands rejected. 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

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.

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.

F. Findings on the relief sought by the complainants.

F.I Direct the respondents to adjust the discount as agreed at the time of booking, set aside unexecuted BBA, issue fresh allotment letter and execute BBA as per agreed rate.

F.II Restrain respondent no.1 from releasing any further commission to respondent no.2 and set aside credit note.

F.III Initiate penal proceedings against the respondent no.2.

11. The complainants have submitted that the booking of the unit was done through respondent no.2 and at the time of booking the agreed rate of the unit was Rs.19,200/- per sq. ft. and the respondent no.2 has promised to provide 5% of the commission to the complainants before BBA. However, the respondents acting arbitrarily and not adhering to the terms of conditions of booking issued allotment letter dated 10.04.2024 charging @Rs.31,783/- per sq. ft and further not providing discount as agreed upon. The respondent no.1 vide email dated 06.08.2024, specifically acknowledged the fact of discount as agreed upon wherein it is mentioned that:

As per the meeting at held at our C.P. office on Aug 1st 2024, we are sharing the pricing information for Tower B2-703. Company cost for the said unit is Rs.4,69,00,000/- plus 5% GST. In addition, we have offered you a discount of Rs.1,000/-per sq. ft. (Channel Partner Discount), which comes to a total discount of Rs.24,40,000/-.

Further, vide email dated 05.04.2024, the respondent no.2 sought the approval on account of discount from respondent no.1 and the respondent no.2 on his letter head issued credit note accordingly. Thus, it is clear that the respondent no.2 did not follow the terms of sub clause 1 to 7 of the Section 9 and Section 10 of the Act, 2016. Hence penal action should be initiated against respondent no.2 under Section 62 for non-registration and contravention under Section 9 and Section 10. The respondent no.1 has submitted that nowhere, the rate of the apartment is mentioned as Rs.19,200/- per sq.ft. by respondent no.1. Further, vide email dated 27.07.2024, the respondent no.1 apprised the complainants that a discount of Rs.24,40,000/- has already been offered and the same was incorporated in the allotment letter which was sent on 13.04.2024 which was deemed accepted as the complainants after receiving of allotment letter released payment of Rs.21,96,800/- on 16.05.2024. Further, the said discount was obtained vide internal email dated 05.04.2024. Furthermore, the respondent no.1 has never issued any credit note to the complainants.

12. After considering the documents available on record as well as submissions made by the parties, it is determined that the complainants had booked a unit bearing no.703, Tower-B2, 7th Floor, having carpet area 1398.88 sq. ft. in the project of the respondent no.1 named "Puri Diplomatic Residences" at Sector- 111, Gurugram through respondent no.2. It is evident from the letter dated 08.06.2024 that the respondent no.2 has offered 5% commission/pass back on the sale consideration on the booking made in the respondent no. 1's project. The relevant portion of the letter dated 08.06.2024 sent by the respondent no.2 to the complainants is reproduced under for ready reference:

Dear Sir,

We hereby acknowledge through this mail the refund of commission/pass-back, received from Puri Diplomatic Residences for the sale of the unit No. Tower B2-703 with super area of 2440 sq.ft. situated in Puri Diplomatic Residences, Sector 111, Gurugram, Haryana to Mr. Gaurav Singh Aleria.

13. It is further determined that the respondent no.1/promoter vide its reply denies to any commitment whatsoever has been made by the respondent no.2/real estate agent and has submitted that the said discount of 5% has not been committed by it and nowhere, the rate of the apartment is mentioned as Rs.19,200/- per sq. ft. by respondent no.1. The respondent no.1 vide email dated 27.07.2024, has only offered a discount of Rs.24,40,000/- which was obtained vide internal email dated 05.04.2024. The Authority observes that there is no document available on record vide which it can be ascertained that any such discount of 5% and said rate of Rs.19,200/- per sq. ft. was ever offered by the respondent no.1. Thus, in absence of any written commitment/agreement from respondent no.1, the reliefs being sought under the aforesaid head cannot be granted in favour of the complainants. However, the Authority determines that the respondent no.2 has obtained the real estate agent registration bearing no. RC/HARERA/GGM/2712/2307/2024/425 from the Authority on 14.06.2024, whereas it is evident from the documents available on record (page no.s 35, 53 and 64 of reply and page 38 of complaint) that the respondent no.2 has facilitated the sale of the unit in question and other 9 units in the said project in its name prior to obtaining of registration from the Authority and is involved in unfair trade practices. The Authority observes that prima-facie, the above said acts of respondent no.2 is a clear violation of Section 9 and Section 10 of the Act, 2016, wherein it is prescribed that:



9. Registration of real estate agents-

(1) No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being the part of the real estate project registered under section 3, being sold by the promoter in any planning area, without obtaining registration under this section...

10. Every real estate agent registered under section 9 shall—

- (a) not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter in any planning area, which is not registered with the Authority;*
- (b) maintain and preserve such books of account, records and documents as may prescribed;*
- (c) not involve himself in any unfair trade practices, namely:—*
 - (i) the practice of making any statement, whether orally or in writing or by visible representation which—*
 - (A) falsely represents that the services are of a particular standard or grade;*
 - (B) represents that the promoter or himself has approval or affiliation which such promoter or himself does not have;*
 - (C) makes a false or misleading representation concerning the services;*
 - (ii) permitting the publication of any advertisement whether in any newspaper or otherwise of services that are not intended to be offered.*
- (d) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building, as the case may be;*
- (e) discharge such other functions as may be prescribed.*

14. Therefore, in view of the above, a show cause notice be issued to the concerned real estate agent under Section 62 of the Act, 2016 for violation of Section 9 and 10 of the Act.

F.IV Direct the respondent no.1 to provide details of booking done by respondent no.2 in project as of complainants.

15. The Authority observes that in terms of Section 19(1) of the Act, the respondent no.1 is obligated to provide information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided under the Act or Rules and Regulations to the allottees. Accordingly, the respondent no.1 is directed to provide the details of booking done

by respondent no.2 in the name of complainants in its project, within a period of 30 days.

F.V Initiate penal action against the respondent no.1 for charging on super area.

F.VI Direct the respondent no.1 to charge on carpet area and not on super area.

16. The complainants have submitted that the allotment of the unit in question was made in April, 2024 and after coming into force of the Act, the respondent can charge only on the carpet of the unit not on the super area of the unit. In the present case, respondent has charged the complainant on the super area i.e. 2440 sq. ft. @Rs.31,783/- per sq. ft. which is against the provisions of the RERA Act, 2016 and the Rules, 2017 made thereof. Hence, in accordance to the provisions of the RERA Act, necessary penal action to be taken against the respondent and direction may kindly be passed to the respondent to charge on the carpet area instead of the super area of the unit. The respondent no.1 has submitted that it has sold the apartment on the basis of carpet area only and super area if mentioned, anywhere is only for the academic purposes. Even the allotment letter contained the details of the apartment based on carpet area only including the rates also. Hence all the allegations with respect to super area etc. are totally wrong and incorrect. Needless to mention that in every document including application form, allotment letter, demands, receipts etc. issued by respondent no.1, only carpet area has been mentioned.
17. The Authority observes that the project in question is an ongoing project, and the provisions of the Act are applicable to it. The complainants have alleged that the respondent no.1 has charged them on the super area i.e. 2440 sq. ft. @Rs.31,783/- per sq. ft. However, after considering the documents available on record as well as

submissions made by the parties, it is determined that the sale consideration of the unit has been calculated on the basis of carpet area and not on super area. In the allotment letter dated 10.04.2024 annexed with the complaint, it is specifically mentioned that the carpet area of the unit is 1398.88 sq.ft. and the rate per sq.ft. of carpet area is Rs.31,783/- (excluding GST). After, calculating the above, the sale consideration of the unit (excluding GST) comes out to be Rs.4,44,60,603/-, whereas in the allotment letter, the sale consideration of the unit has been mentioned as Rs.4,44,60,000/- (excluding GST). Thus, in view of the above, the above said reliefs sought by the complainants is declined.

F.VII Direct the respondent no.1 to clarify charging of 5% GST.

18. The complainants have submitted that the respondent no.1 is charging 5% GST from the allottee on the sale consideration through invoices and has collected GST amounting to Rs.2,31,652/- from allottees without having any actual liability and without depositing it with the government. The promoter never provides any mechanism and due information to calculate tax and the taxable value of the apartment to the allottee and is bound to clarify that under which provisions respondent no.1 is charging the said amount. The respondent no.1 vide reply has submitted that as per notification No.03/2019 dated 29.03.2019, GST @5% (CGST@2.5% & SGST @2.5%) is being charged on residential apartment as per Central Tax Rate) and has also placed a copy of the same on record. After considering the above, the Authority is of the view that in the instant case, the due date of possession is after 01.07.2017 i.e., date of coming into force of GST. Thus, the respondent no.1 is entitled for charging GST from the complainants at the applicable rate. However, the complainants are

well within their right to obtain bifurcation/justification from the respondent no.1 regarding the amount so charged from them under the head of GST and would also be entitled to proof of such payments to the concerned departments.

G. Directions of the authority

19. 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):
- A show cause notice be issued to the concerned real estate agent under Section 62 of the Act, 2016 for violation of Section 9 and 10 of the Act.
 - The respondent no.1 is directed to provide the details of booking done by respondent no.2 in the name of complainants in its project, within a period of 30 days.
 - The respondent no.1 is directed to give bifurcation/justification regarding the amount so charged from the complainants under the head of GST and they would also be entitled to proof of such payments to the concerned departments.
20. Complaint stands disposed of.
21. File be consigned to the registry.



(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 24.09.2025