

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

**Complaint no.** : 4040 of 2024  
**Date of complaint** : 20.08.2024  
**Date of order** : 06.08.2025

Yamini Chawla,  
R/o: H. No. 488, Sector 30, Faridabad-121003.

**Complainant**

Versus

1. MMY Realty Pvt. Ltd.,  
2. Vinod,

**Both Having Regd. Office at:** Unit No.1, B-4  
Tower, Ground Floor, Spaze IT Park, Sohna Road,  
Gurugram-122018.

3. Signature Infrabuild Pvt. Ltd.  
**Having Regd. Office at:** 13<sup>th</sup> Floor, Dr. Gopal Das  
Bhawan, 28 Barakhamba Road, New Delhi-110001.

**Also at:** Ground Floor, Tower-A, Signature Tower,  
South City-1, Gurugram-122001.

**Respondents**

**CORAM:**  
Ashok Sangwan

**Member**

**APPEARANCE:**  
Garv Malhotra (Advocate)  
Urvashi Behl (Advocate)  
None  
Mintu Kumar (AR)

**Complainant**  
**Respondent No.1**  
**Respondent No.2**  
**Respondent No.3**

**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 10 of the Act wherein it is *inter alia* prescribed that

the real estate agent registered under Section 9 shall not involve himself in any unfair trade practices and shall 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.

**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:

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global City 92", Sector 92, Gurugram
	Project Area	10.3 acres
2.	Nature of the project	Affordable Plotted Colony under DDJAY
3.	DTCP license no.	12 of 2021 dated 15.03.2021 valid upto 11.03.2026
	Name of licensee	S.A Township Pvt. Ltd. & 2 Ors.
4.	RERA Registered/ not registered	Registered 38 of 2021 dated 27.07.2021 upto 28.04.2025
5.	Independent Floor No.	92 II-T23-A-1F, Block T23, 1 <sup>st</sup> Floor built upon a plot no. A7 (As per BBA at page 35 of complaint)
6.	Unit admeasuring area	695.354 sq. ft. (Carpet Area) 123.635 sq. ft. (Balcony Area) (As per BBA at page 35 of complaint)
7.	Date of builder buyer agreement	07.11.2023 (As on page 26 of complaint)

	Possession clause as per builder buyer agreement	<b>8. Possession of the Residential Independent Floor</b> “7.1 ..... The Promoter assures to handover possession as per agreed term and conditions on or before 31-March-2025 or such period as extended by the Authority unless there is delay due to “force majeure”, Court orders, Government policy/guidelines, decisions, etc. affecting the regular development of the real estate project.....” <b>(Emphasis supplied)</b> (As per BBA at page 46 of complaint)
10.	Due date of possession	31.03.2023 (as per possession clause)
11.	Total sale consideration	Rs.1,01,40,000/- (As per BBA at page no. 38 of complaint)
12.	Total amount paid by the complainant	Rs.9,57,960/- (As page 23 of complaint)
13.	Completion certificate	Not placed on record
14.	Offer of possession	Not on record

**B. Facts of the complaint:**

3. The complainant has made following submissions in the complaint:
  - I. That the respondent no.1 is a company engaged in the business of advertising and selling of residential and commercial flats, plots, and units of various builders and real estate companies which are engaged in the business of developing residential and commercial projects.

- II. That the respondent no.2, is the agent employed by the respondent no. 1, to advertise and sell units in residential and commercial projects to customers, and represent the respondent no.1, before various customers, and builders/developers.
- III. That the respondent no.3 was developing a residential project namely Signature Global City 92, situated at Village Mevka, Wazirpur, Sector-92, Gurugram, Haryana.
- IV. That the complainant, in the year 2023, was scouting to purchase a residential unit, in a well build up residential society at a preferential location. That while scouting for residential unit, the complainant came in contact with the respondent no.1, who lured the complainant by offering to assist, and suggest units in the best and most valuable upcoming residential projects by top builders/developers. That the respondent no.1, and respondent no.2 are hand in glove with each other and have conspired to misrepresent and misappropriate the commission income. The respondent no.1 in connivence engaged the services of respondent no.2 who is an employee of the respondent no.1 company, to present and exhibit the best possible options for the complainant as per the requirements of the complainant, to the best of the knowledge of the complainant.
- V. That the respondent no. 1 & 2 offered and presented various options before the complainant. That the respondent no. 1 & 2, however displayed and exhibited the project of the respondent no. 3 as the best and most suitable option for the complainant. After extreme encouragement, and on being impressed by the amenities and facilities offered by the respondent no.3's project, the complainant decided to purchase a residential unit in the respondent no.3's

residential project.

- VI. That the complainant thereafter applied to book a residential apartment in the respondent no. 3's residential project namely, SG CITY 92 situated at Village Mevka, Wazirpur, Sector-92, Gurugram, Haryana-122505. That it is pertinent to note, the during the negotiations and the confirmation of the price of the abovesaid unit, the respondent no. 2, had represented and offered the complainant a discount of 5% of the total sale consideration, on the booking made in the respondent no. 3's project. That further, it was promised by the respondent no. 2, that the said discount would be duly credited to her account, after payment of 25% of the total sale consideration of the said unit, to the respondent no. 3, and after the registration of the builder buyer agreement with the respondent no. 3.
- VII. That the complainant booked a 3 BHK residential unit, bearing unit no. 92 II-T23-A-1F, having carpet area of 695.35 sq. fts., alongwith balcony area of 123.63 sq. fts., situated in the Block/Tower T23, First Floor. That for the booking of the said unit, the complainant paid an amount of Rs.1,00,000/-, which was duly acknowledged by the respondent no. 3. Further, on 17.10.2023, the respondent no. 3 issued a provisional allotment letter in favour of the complainant acknowledging the said payment for the booking, and allotment the said unit in favour of the complainant.
- VIII. That the respondent no.3 sent a welcome letter dated 20.10.2023, to the complainant, wherein the respondent no.3 demanded an amount of Rs.8,57,960 /-, for the execution of the builder buyer agreement. That as per the conditions of the provisional allotment letter and the welcome letter, and as per the discussions with respondent no. 2, the complainant paid an amount of Rs.8,57,960 /- in favour of the



respondent no. 3. Thereafter, after the complainant had made a considerable amount of payment in favour of the respondent no. 3, the respondent no. 3, and the complainant entered into a builder buyer agreement on 07.11.2023. That as per the terms and conditions agreed between the parties in the builder buyer agreement dated 07.11.2023, it was agreed under the Clause 8 of the BBA, that it would deliver the possession of the said unit to the complainant on or the 31.03.2025.

- IX. That the respondent no. 2, vide its email dated 27.10.2023 addressed to the complainant, with the respondent no. 3 in the CC of the mail, has confirmed the discount of 5% on booking of the said unit. That it was also mentioned by the respondent no. 2, that the said discount would be credited to the account of the complainant after payment of 25% of the payment, and after the execution of the BBA with the respondent no.3.
- X. That as the builder buyer agreement with the respondent no. 3 was executed on 07.11.2023, the complainant started to enquire about the credit of discount amount by the respondent no. 2 in favour of the complainant. That to an utter shock and surprise, the respondent no. 2 had started to ignore the calls of the complainant and was intentionally ignoring to contact with the complainant. That the complainant tried contacting with the respondent no. 1, 2 & 3 regarding the discount, as offered by the respondent no. 2 at the time of showcasing the unit to the complainant. That, thereafter, the complainant also visited the office of the respondent no. 1, but no fruitful response was received from the respondent no. 1, and its directors/ authorized representative. On the contrary, the respondent no. 1 and its directors/authorized representative,

- refused any such assurance, and offer being made by the respondent no. 2 on behalf of the respondent no. 1.
- XI. That on 09.01.2024, the authorized person of the respondent no. 3 company, through telephonic conversation with the complainant assured her that the discount as promised to the complainant by the respondents i.e., 5% of the total sale consideration + Rs. 1 Lakh would be released by the respondents to the complainant's bank account within a period of 1.5 months of the second instalment. That the same was to keep in record, was reproduced and emailed to the respondents by the complainant to confirm the said dealings.
- XII. That thereafter, the respondent no. 3, through an email addressed to the complainant, refused their liability in the said transaction, and intimated the complainant that no such discount had been conveyed and passed by the respondent no. 3, and any such discount that was promised by the broker, shall be cleared with the broker only. That on 03.02.2024, the complainant visited the office of the respondent no. 1, where the respondent no. 2 and the director of the respondent no. 1 company were present, who assured that the said discount would duly be credited to the account of the complainant by April, 2024, and the same was being delayed due to the delay in the brokerage being advanced by the respondent no. 3.
- XIII. That the respondents have till date not credited the discount amount in the bank account of the complainant. That the complainant being aggrieved from the conduct of the respondents addressed a legal notice, through its counsel, dated 26.04.2024, wherein the complainant through its counsel demanded the discount amount, as promised by the respondents at the time of the sale of the said unit. That thereafter, the legal notice dated 26.04.2024, addressed to the

respondents the respondent no. 1, replied to the legal notice, and vehemently denied of any liability and relation with the said transaction. That the respondent no. 1, has further very conveniently denied its relation with the respondent no. 2. That further, consequently the complainant had on 06.06.2024, also lodged a criminal complaint against the respondents for criminal misrepresentation, cheating & fraud, but till date no action has been taken by the police authorities on the said complaint of the complainant.

XIV. That the respondents have posted fake and misleading advertisements before the complainant and have malafidely offered extra discount of 5% plus Rs.1,00,000 /- to lure the complainant to buy a unit in the respondent's project, and thereafter as soon as the complainant complied with all the terms and conditions as agreed between parties at the time of the sale of the said project. That the respondents have shamelessly failed to honor their part of the contract by crediting the discount amount in the bank account of the complainant.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).
  - I. Direct the respondents to credit the discount as agreed by them at the time of sale of the said unit.
  - II. Direct the respondents to pay cost of litigation.
5. On the date of hearing, the authority explained to the respondent about the contraventions as alleged to have been committed in relation to Section 10 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 on the following grounds: -
- i. That the respondent no. 1 is a real estate agency engaged in the business of advertising and selling of residential and commercial properties and respondent no.2 is an independent real estate agent and not an employee/agent of the respondent no.1.
  - ii. That respondent no. 1 has no concern with respondent no.2 and the complainant as was earlier mentioned in the reply of the legal notice by respondent no. 1. The respondent no.1 was responsible for only the paperwork formalities only.
  - iii. That the complainant has decided to buy the said unit voluntarily after going through various options, no contract was ever executed between respondent no.1 and the complainant, neither they had made any promise related to payments/discounts.
  - iv. The respondent no. is running a well reputed real estate organization and having a good name with people's faith in the market of real estate business since long. Therefore, there is no equity in favour of the complainant without admitting or acknowledging in any manner the truth or correctness of the frivolous allegations levelled by the complainant and without prejudice to the contentions of the respondents.
6. 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 and also none has put in appearance on its behalf before the Authority. In view of the above, vide proceedings dated 06.08.2025, the respondent no.2 was proceeded ex-parte.

7. The respondent no.3 has contested the complaint on the following grounds: -
- i. That the complainant had made detailed and elaborated enquiries with regard to the location of the project, sanctions accorded by the concerned statutory authorities, specifications of the project as well as capacity, competence and capability of the Respondent to successfully undertake the conceptualisation, promotion, construction, development and implementation of the project. Only after being fully satisfied in all respects, the complainant proceeds to submit their applications for obtaining allotment of apartments in the affordable group housing project. This has also been recorded in BBA at recital "H". Therefore, complainant has relied solely on his personal judgement in entering into BBA and to purchase the said floor.
  - ii. That the respondent never made any commitment in respect to the discount of any nature. Further, the respondent no.3 is not liable for any commitment whatsoever has been made by the respondent no.2. It is pertinent to mention here that the complainant himself acknowledged under para reply that the discount of 5% has been committed by the respondent no.2 and not by the respondent no.3 hence the respondent no.3 is not liable to give any kind of discount to the complainant as the respondent no.2 do not have privity of contract with respondent no.2, therefore respondent no.3 is not bound by any commitment whatsoever made by respondent no.2. It is further submitted that the complainant also never alleged that the respondent no. 2 is the employee or agent of the respondent no.3, hence the respondent no. 3 is not liable for any commitment made by respondent no.2.

- iii. That the malafide intension of the respondent no.2 is manifested from the fact that the respondent no.2 deliberately and intentionally mentioned the wrong email id of the respondent no. 3 in CC in email dated 27.10.2023, through which respondent no.2 offered the discount. It is further submitted that the complainant also used the said wrong email id in email dated 27.10.2023 @ 07:25 pm and 14.12.2023 @ 10:57 AM, to communicate with the respondent no.3 due to which the respondent no.3 was not aware about said fact of discount, which has been falsely offered by the respondent no.2 on behalf of respondent no.3, hence respondent no.3 is not liable to give said discount.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions 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, 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 10 of the Act, 2016 provides that the real estate agent registered under Section 9 shall not involve himself in any unfair trade practices and shall 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. Section 10 of the Act is reproduced as hereunder:

**Section 10 Functions of the real estate agents**

*Every real estate agent registered under Section 9 shall-*

*(c) not involve himself in any unfair trade practices.....*

*(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;*

**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 violation of the provisions of Act by the real estate agent.

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

**F. I Direct the respondents to credit the discount as agreed by them at the time of sale of the said unit.**

12. The complainant has submitted that the respondent no.2, vide its email dated 27.10.2023 addressed to the complainant, with the respondent no.3 in the CC of the mail, has confirmed the discount of 5% on booking of the said unit and it was also mentioned by the respondent no.2, that the said discount would be credited to the account of the complainant after payment of 25% of the payment, and after the execution of the BBA with the respondent no.3. However, the respondents have not credited the discount amount in the bank account of the complainant and have failed to honor their part of the contract by crediting the discount amount in the bank account of the complainant. The

respondent no.1 has submitted that it is a real estate agency engaged in the business of advertising and selling of residential and commercial properties and respondent no.2 is an independent real estate agent and not an employee/agent of the respondent no.1 and it has no concern with the respondent no.2. The respondent no.3 has submitted that it has never made any commitment in respect to the discount of any nature. Further, the respondent no.3 is not liable for any commitment whatsoever has been made by the respondent no.2. It is pertinent to mention here that the complainant himself acknowledged under para reply that the discount of 5% has been committed by the respondent no.2 and not by the respondent no.3 hence the respondent no.3 is not liable to give any kind of discount to the complainant as the respondent no.2 do not have privity of contract with respondent no.2, therefore respondent no.3 is not bound by any commitment whatsoever made by respondent no.2. Furthermore, the malafide intension of the respondent no.2 is manifested from the fact that the respondent no.2 deliberately and intentionally mentioned the wrong email id of the respondent no.3 in CC in email dated 27.10.2023, through which respondent no.2 offered the discount.

13. After considering the documents available on record as well as submissions made by the parties, it is determined that the complainant had booked a unit bearing no. 92 II-T23-A-1F, having carpet area of 695.35 sq. fts., alongwith balcony area of 123.63 sq. fts., in Block/Tower T23, First Floor in project of the respondent no.3 named Signature Global City 92, Sector 92, Gurugram through respondent no.2. It is evident from the email dated 27.10.2023 that the respondent no.2 has offered 5% discount on the sale consideration on the booking made in the respondent no. 3's project. Further, it was promised by the

respondent no.2, that the said discount would be credited to the complainant's account after payment of 25% of the total sale consideration of the said unit to the respondent no.3 and after the registration of the builder buyer agreement with the respondent no.3. The relevant portion of the email dated 27.10.2023 sent by the respondent no.2 to the complainant is reproduced under for ready reference:

*"Dear maam "Yamini Chawla  
As per discussion with you we are offering the discount of 5% in Signature  
global City 92-2 sector 92 gurgaon the Unit no- T23 - first floor  
The discount amount will be credited in your ac after 25% payment and BBA  
done.  
If any sales clash occurred the discount amount 0% will be credited in your ac  
Thanks and regards  
Vinod Kumar"*

14. It is further observed that the respondent no.3/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. Further, there is no document available on record vide which it can be ascertained that any such discount was ever offered by the respondent no.3. Thus, in absence of any written commitment/agreement from respondent no.3, the said relief of crediting 5% discount on the sale consideration cannot be granted in favour of the complainant. However, the Authority observes that prima-facie, the said act of respondent no.2 is a clear violation of Section 10 of the Act, 2016, wherein it is prescribed that:

**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.

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

#### **F.II Cost of litigation.**

16. The complainant is seeking above mentioned relief w.r.t compensation. *Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12,14,18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the Adjudicating Officer having due regard to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

#### **G. Directions of the Authority**

17. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of

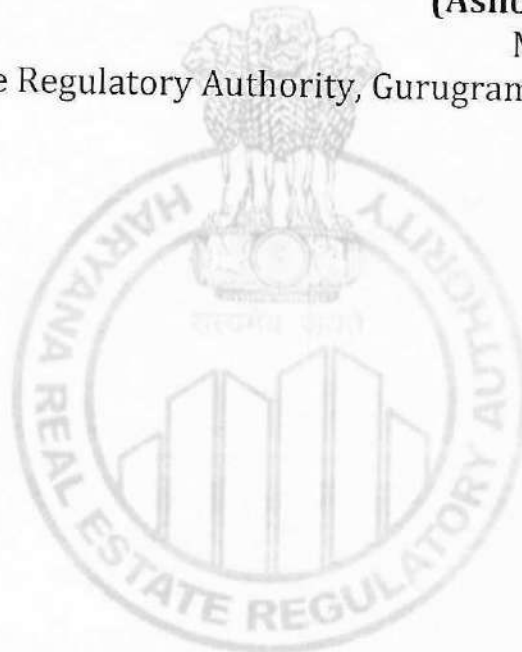
obligations cast upon the real estate agent as per the function entrusted to the Authority under section 34(f):

- i. A show cause notice be issued to the concerned real estate agents under Section 62 of the Act, 2016 for violation of Section 9 and 10 of the Act.
18. Complaint stands disposed of
  19. File be consigned to registry.

(Ashok Sangwan)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.08.2025



**HARERA**  
GURUGRAM