

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

Complaint no. : 2143 of 2024
Date of filing complaint: 07.06.2024
Date of decision : 11.07.2025

Punit Kumar and Nandita Vats

R/o - A 0404, Ireo Victory Valley,
Sector 67, Gurugram, Haryana - 122018.

Complainants

Versus

1. M/s Loon Land Development Ltd.

Office Address: No. 1221-A, Devika Tower, 12th Floor, 6,
Nehru Place, New Delhi-100019.

2. Mr. Ruchit Pruthi, Chaahat Homes Infratech Pvt. Ltd.

Office Address: M3M TeePoint, South Block, 6th Floor,
Sector 65, Gurugram, Haryana-122002.

3. Mr. Dharmender Khatana, Maxim Landbase Pvt. Ltd.

Office Address: 315-316, Tower B4, Spaze IT Tech Park,
Sector 49, Sohna Road, Gurugram, Haryana-122002.

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Punit Kumar

Complainant in person

Ms. Shriya Takkar along with Ms. Smriti
Srivastava

Counsels for Respondent No.1

Shri Aditya Chhibber

Counsel for Respondent no. 2

Shri Aditya Gupta along with Shri Yogesh
Chaudhry

Counsels for Respondent no.3

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. Unit and project related details

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

S.No.	Particulars	Details
1.	Name and location of the project	"M3M Golf Hills (Phase I)" Sector 79 & 79B, Gurugram, Haryana
2.	Nature of the project	Residential colony under NILP
3.	DTCP license no. and validity status	19 of 2019 dated 11.02.2019 Valid up to 10.02.2024 License area- 53.38 acres
4.	Building plans approved on	13.03.2023 [Page 43 of complaint]
5.	RERA registered/ not registered and validity status	Registered vide no. 48 of 2023, dated 29.03.2023 Valid up to 28.02.2031 Registered area- 20.0438 acres
6.	Welcome Letter	Undated [Page 40 of Complaint]
7.	Allotment letter dated	20.04.2023 [Page 41 of complaint]
8.	Unit no.	MGH1/04-0401, 4 th floor, tower 4 [Page 44 of complaint]

9.	Unit admeasuring	1067 sq. ft. (Carpet area) 1902 sq. ft. (Super area) 291 sq. ft. (Balcony area) [Page 44 of complaint]
10.	Date of agreement for sale	05.06.2023
11.	Total Price	Rs. 2,16,03,446/- (with tax) [Page 44 of complaint]
12.	Total amount paid by the complainant	Not applicable
13.	Proposed date of handover of possession of the apartment as per clause 7.1 of BBA dated 05.06.2023	On or Before 30.09.2028
14.	Occupation certificate	Not available on record
15.	Offer of possession	Not available on record

B. Facts of the complaint:

3. The complainants have made the following submissions in the complaint:
 - i. That the complainants applied for allotment of an apartment in the project Golf Hills, Phase I, Sector 79 & 79B, Village Naurangpur, Gurugram and the respondent no.1 allotted unit bearing no. MGH1/04-0401, 4th floor, tower 4 vide allotment letter 20.04.2023.
 - ii. That the complainants made booking via Real estate Agent i.e., Maxim Landbase Pvt. Ltd. (Respondent no.3 herein in short referred to as 'Maxim') on the basis of promise to pay back commission @2.5% of the apartment value. Vide email dated 19.04.2023, the Maxim confirmed in giving 2% of the brokerage. On 26.03.2024, the complainants put forth

their grievance to Maxim and on 05.04.2024, Maxim replied saying that "As we checked our customer data base, we did not found any such booking record with Maxim." On 06.04.2024, the complainants again wrote an email stating that the application was made via their employee "Mr. Vijay Rajput" and for last 6 months Mr. Amit Vashisht another employee is coordinating with the complainants regarding the commission matter. Further, vide email dated 17.04.2024, the complainant confronted Maxim stating that without their permission, and to gain higher commission from M3M, Maxim has given the application to Chahhat Homes (Respondent no.2) and have also received commission from them as well. There is hand in glove relation between the respondent no.2 and respondent no.3 and they both have cheated the complainants by not giving the agreed amount of commission.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. Direct the respondent no.3 to refund the total commission received by them i.e., Rs.13,30,700/- along with interest on account of delay in payment of commission i.e., Rs. 1,59,684/-.
 - ii. Direct the respondent no.3 to pay compensation amounting to Rs.13,30,700/- on account of mental harassment and Rs. 2,00,000/- for breach of personal data.
 - iii. Direct the respondent no.2 to pay compensation amounting to Rs.13,30,700/- for causing unnecessary mental harassment and Rs.2,00,000/- for compromising on Complainant's KYC and breaching of personal data.
 - iv. Direct the respondent no.1 to pay 25% of the total commission paid by M3M i.e., Rs.3,32,675/-.

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. M/s. Loon Land Development Limited i.e., Respondent No.1

6. Respondent no.1 has moved an application dated 10.10.2024 for deletion of name from the array of parties stating that the Respondent No.1 i.e., M/s. Loon Land Development Limited has no locus or any concern with the lis in question as it is a separate and a distinct legal entity, which has erroneously been impleaded by the Complainant in the array of the Respondents. That the Respondent No.1 would like to apprise this Hon'ble Authority that the entire complaint deals with the issues relating to transactions entered into between the Complainant and the Respondent(s). It is submitted that Respondent No.1 is not a party to the understanding between the Complainant and the other alleged Respondents and is not even remotely connected with alleged present dispute. Thus, the name of the Respondent No.1 should be struck off from the array of Respondents.
7. That the Complainant herein by way of the present complaint is seeking a relief of compensation of 25% commission that the Complainant vide application submitted to Respondent(s). It is submitted that firstly, the Respondent herein is not privy to the understanding between Complainant and Respondent(s). Further, the contractual understanding between the Complainant and Answering Respondent has been recorded in the Buyers Agreement dated 05.06.2023 and as such both parties are bound by it. That the Answering Respondent has not committed any breach of the terms of the Buyers Agreement or the Act and thus, the present complaint is not maintainable against the answering Respondent.

8. The relevant clause of the Buyers Agreement is reproduced herein below for the ready reference of this Hon'ble Authority:

41. BROKERAGE PAYABLE BY ALLOTTEE

*In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Apartment (hereinafter referred to as "Indian Property Associate / Channel Partner"), the Developer shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Apartment. Further, no such person shall in any way be construed as an agent of the Developer. **The Developer shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee.***

9. Even otherwise, the presence of Respondent No.1 is not a necessary party to dispose of the complaint completely and/ or effectively. Thus, the Respondent no.1 has erroneously been impleaded by the complainant and there is no privity to the understanding between the complainants and the respondent.
- E. **Mr. Ruchit Pruthi, M/s Chaahat Homes Infratech Pvt. Ltd. i.e., Respondent No.2**
10. That the complainants have without showing or pleading any actual cause of action sought relief against the company i.e. Chahhat Homes Infratech Private Limited but has failed to implead the said company as a party to defend its claim which is a separate legal entity. Directors of the Company are not personally liable and there is no specific allegation or relief against the Director. The complainants had made the Director of the Company as a party without impleading the Company. Thus, the present complaint is liable to be dismissed on account of Non-joinder/mis-joinder of parties.
11. That further, Chaahat Homes Infratech Pvt Ltd (CHIPL) is the preferred real estate ipa (Indian property associate) of Gurgaon for the commercial and residential spaces with the perfect investment opportunity and excellent services. It is submitted that Respondent No 3 (Mr Dharmender Khatana)

had approached an employee of CHIPL, and requested that his friend Mr Punit Kumar wanted to purchase an apartment in the project titled as "M3M Golf Hills" in Sector 79 and 79B Gurugram and requested to help him. Accordingly, our team facilitated the purchase and helped the Complainants to meet the technicalities involved in the process of booking a unit. It is submitted that business transaction was directly between the Complainant and the company and the money was to be paid directly to the company and (CHIPL) was only an intermediary who helped the Complainant in the technicalities to book the flat. Thereafter, the Complainant and his wife were allotted - apartment no MGH/04-04001 Golf Hills Phase 1, Sector 79 and 79B, Village Naurangpur, Gurgaon 122101.

12. That the answering Respondent had neither promised any pay back commission to the Complainant nor are they liable to pay any amount to the Complainant. It is not even the case of the Complainant that the Answering Respondent had made any promise of any cash back to the complainant. The answering Respondent is not privy to any talks between the Complainant and the Respondent No. 3 and if Respondent No. 3 had promised any cash back to the Complainant, it is for him to respond to the said allegation and fulfil the same in case the Complainant is able to prove the same. The Answering Respondent cannot be held responsible for any alleged promise which was not undertaken by him nor is he aware about any such promise. The answering respondent is not liable to pay any amount whatsoever to the Complainant.
13. In view of the aforesaid facts and submissions, it is submitted that the Complaint qua the answering Respondent is liable to be dismissed with costs in favour of the answering respondent.

F. Mr. Dharmender Khatana, M/s Maxim Landbase Pvt. Ltd. i.e., Respondent No.3

14. That the Respondent No.3 is a Real Estate Agent and carrying its business under the name "Maxim Landbase Pvt. Ltd." and is channel partner of Respondent No.1. That any consideration paid by an Allottee at the time of booking and Allotment of a Unit is paid through Cheque/DD/Bank Transaction directly to the Promoter itself and a Channel Partner or a Real Estate Agent does not have anything to claim against the Allottee. Any understanding between the Promoter and its Channel Partners and other Real Estate Agents does not in any way hamper the interests of an Allottee and that the Allottee shall not be concerned with any such understanding.
15. That the Complainant does not have any legal right against any of the Respondents to claim any amount on account of any such commission which is not even proved to have been paid by the Respondents inter-se. The Complainant has been making vague claims with the sole intention to extort money from the Respondents and no substantial cause of action has ever arisen in favor of the Complainant with regard to the Unit or anything pertaining to the same. That as a matter of general market practice, any discounts and offers, if possible, are offered to a prospective purchaser at the time of the booking of the Unit itself by the Developer/Promoter of the Project and the same are duly documented if the Unit is booked in consequence of any such discounts or offers. Once the Application Form has been duly signed by the Allottee and submitted with the Promoter/Developer thereby stating all the details of the booking, the Payment Plan and Discounts etc. offered thereupon, No other Privilege or benefit arises in favor of the Allottee, and the Application Form shall be taken as the conclusive document for the terms of the booking. The Copy of the Application Form must be retained with the Respondent No. 1 and the same

may be called by the Hon'ble Authority in order to verify the Details, Terms and Conditions of the Booking of the Unit by the Complainant.

16. 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 these undisputed documents and submission made by the parties.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent no.3 to refund the total commission received by them i.e., Rs.13,30,700/- along with interest on account of delay in payment of commission i.e., Rs. 1,59,684/-.

G.II Direct the respondent no.3 to pay compensation amounting to Rs.13,30,700/- on account of mental harassment and Rs. 2,00,000/- for breach of personal data.

G.III Direct the respondent no.2 to pay compensation amounting to Rs.13,30,700/- for causing unnecessary mental harassment and Rs.2,00,000/- for compromising on Complainant's KYC and breaching of personal data.

G.IV Direct the respondent no.1 to pay 25% of the total commission paid by M3M i.e., Rs.3,32,675/-.

17. The grievance of the Complainants arises from the alleged non-payment of a promised commission or cash-back of 2.5% of the apartment value at the time of booking through the Real Estate Agent, M/s Maxim Landbase Pvt. Ltd. The Complainants allege collusion between Respondent No.2 and Respondent No.3 and have sought refund, interest, and compensation for mental harassment and alleged breach of data privacy.

18. The Authority has carefully perused the record and considered the submissions made by all parties. The fundamental issue before the Authority is whether the present complaint alleging non-payment of commission or cash-back by the real estate agents, and claiming compensation for mental

harassment and breach of personal data, is maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016.

19. The Authority observes that the Complainant has failed to establish any privity of contract or statutory cause of action against any of the respondents. The complaint does not disclose any violation of the provisions of the Act, Rules, or Regulations, nor any failure on the part of the Promoter or the Agents in the manner contemplated under the Act. It is noteworthy that the nature of the relief sought by the complainants do not stem from any regulatory or contractual obligation enforceable under the RERA framework. These are private claims arising out of alleged personal assurances, which are outside the jurisdiction of this Authority.
20. The Authority further observes that the Complainants have failed to establish any privity of contract or statutory cause of action against any of the respondents. There exists no privity of contract or statutory breach in the manner contemplated under the Act of 2016. It is of immense importance to state that the Complainants have failed to provide any documentary evidence against the allegation made by them in the present complaint. Therefore, the present complaint is not maintainable under the Act of 2016 and is hereby dismissed the same being outside the purview of the Act of 2016. However, the Complainant shall be at liberty to approach an appropriate Civil Court or Consumer Forum for redressal of his grievances, in accordance with law.
21. File be consigned to the registry.

Dated: 11.07.2025



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram