

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

Complaint no. :	95 of 2025
Date of Filing of complaint:	06.02.2025
Date of Decision:	19.02.2026

Jatin Aggarwal

Address at: BW-68A, Shalimar Bagh, Delhi.

Complainant

Versus

Prompt Engineering Private Limited

Regd. office: GF-1, Vipul Plaza, village
Haiderpur Viran, Sector 54, Gurugram-122002,
Haryana.**Respondent****CORAM:**

Shri Phool Singh Saini

Member**APPEARANCE:**

Sh. Akash Godhvani

Advocate for the complainant

Ms. Shriya Takkar

Advocate for the 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 there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	Name of the project	M3M Loft74 Service Apartments at "M3M Corner Walk"
2.	Location of the project	Sector-74, Gurugram, Haryana
3.	Nature of the project	Mixed land use - for residential and commercial
4.	DTCP license no. and validity status	121 of 2008 dated 14.06.2008
5.	RERA Registered/ not registered	Registered 17 of 2018 dated 24.01.2018 Valid up to 31.03.2025
6.	Expression of interest and provisional acknowledgment receipt	29.02.2024 of Rs.31,00,056/- (page 20-21 of complaint)
7.	Allotment letter	12.03.2024 (page 22-29 of complaint)
8.	Unit no.	SA 15 01, 15 th Floor at Tower-Vice apartment (As mentioned in customer ledger dated 08.01.2025 at page no. 30-31 of complaint also as mentioned in OFP dated 15.03.2024 at page 32 of complaint)
9.	Unit area admeasuring	975.650 sq. ft. (super area) (As mentioned in customer ledger dated 08.01.2025 at page no. 30-31 of complaint also as mentioned in OFP dated 15.03.2024 at page 32 of complaint)
10.	Building plan approval	27.09.2022 (As mentioned in allotment letter dated 12.03.2024 at page 23 of complaint)
11.	Environment clearance certificate	19.08.2022 (As mentioned in allotment letter dated 12.03.2024 at page 23 of complaint)
12.	Date of execution of BBA	10.06.2025 (As per page 11 of additional documents filed by respondent)





13.	Possession clause	Not available
14.	Due date of possession	12.03.2027 [Note: The due date of possession is calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
15.	Total sale consideration	Rs.1,27,10,173/- (As mentioned in customer ledger dated 08.01.2025 at page no. 30-31 of complaint)
16.	Amount paid by the complainants	Rs.1,26,62,139/- (As mentioned in customer ledger dated 08.01.2025 at page no. 30-31 of complaint)
17.	Occupation certificate /Completion certificate	15.01.2024 (page 59-61 of reply)
18.	Offer of possession	15.03.2024 (page 32-33 of complaint)
19.	Reminder letters [for payment of Rs.1,26,10,173/-]	18.04.2024 (page 34 of complaint)
20.	Pre-cancellation	25.04.2025 (page 35 of complaint)
21.	Reminder letter [w.r.t execution of buyer's agreement via email and speed post]	18.04.2024, 27.07.2024, 13.11.2024 & 30.12.2024 (page 161-164 of reply)
22.	Email by respondent [w.r.t leasing of service apartments]	30.01.2025 (page 165 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- i. That in 2021, the complainant being relied on representation and assurances of the respondent booked a commercial unit bearing no. SA 15 01 on 15th floor in service apartment in the project M3M LOFT 74" marketed and developed by group housing scheme and the complainant has purchased the said unit as per the agreed payment plan for a total sale consideration of Rs. 1,27,10,173/- including basic sale price, covered parking charges, EDC/IDC, PLC and membership charges etc by submitting the form.

- ii. That the complainant was caught in the web of false promises of the agents of the respondent company, paid an initial amount of Rs. 1,00,000/- through cheque no. 000395 dated 14.06.2021 in favour of the respondent. That further payment was also sought from the complainant and complainant was made to pay Rs. 31,00,056/- under false assurances during the time of expression of interest. The payment was acknowledged by the respondent and accordingly filled the application form for one unit. The complainant was allotted one unit being in the above said project.
- iii. That on 12.03.2024, respondent sent an allotment letter in the name of the complainant in respect of the confirmation allotment of commercial unit no. SA 15 01 situated in the project "M3M LOFT74 Service Apartment, an integral part of "M3M Corner Walk". In addition to this respondent made further demands of Rs. 12,71,017/-, of the booking and a further demand of Rs. 1,14,39,156/-, which is within 30 days of booking.
- iv. That the complainant against the demand notices raised by the respondent have paid a total sum of Rs. 1,26,62,138/- in favour of the respondent.
- v. The complainant consistently made all payments as requested by the respondent and adhered to the payment plan, yet no builder-buyer agreement was signed between the parties. Despite having made all the required payments, the respondent is still unwilling to sign the builder-buyer agreement.
- vi. That the complainant had sent multiple communications and made calls during the time intimating the respondent for the possession of the said unit and the delay in handling over with great regret the complainant did not receive any positive response from the respondent and kept



excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.

- vii. That the respondent has failed to fulfil the initial requirements, namely the execution of the builder buyer agreement and the issuance of the allotment letter in favor of the complainant even though the complainant has paid the total sale consideration of the unit.
- viii. That the complainant contacted the respondent on several occasions and were regularly in touch with the respondent individually chasing the respondent for signing the agreement. The respondent was never able to give any satisfactory response to the complainants.
- ix. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their units. Despite advertising the project, the respondent has failed to deliver possession of the unit within the promised timeframe. The modus operandi adopted by the respondent, from the respondent's point of view may be unique and innovative but from the consumers point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the consumers.
- x. That the respondent has issued the offer of possession without signing the builder buyer agreement with the complainant for unit no. SA 15 01 in "M3M LOFT 74" in the project "M3M Corner walk". It is pertinent to mention that in the said offer of possession, the respondent has asked for the execution of indemnity cum undertaking which is against the rights of allottee. It is crucial to submit here that the respondent has sent an offer of possession which is not valid and a letter full of arbitrary and unreasonable conditions that are not meant to be agreed on. It is further



- pertinent to mention here that the said offer of possession is illegal without executing the builder buyer agreement.
- xi. That after receipt of offer of possession, the complainant made all the payments under protest to safeguard his legal rights. After making all the payments, complainant asked for the physical possession of the unit, but the respondent failed to give possession and even failed to execute builder buyer agreement till today.
- xii. The complainant was shocked to receive a letter dated 18.04.2024, which stated an outstanding balance of the full sale consideration amounting to Rs. 1,26,10,173/-, despite the complainant having already made all the payments. Following this, a pre-cancellation notice was also issued to the complainant. This situation was completely unexpected, as the full sale consideration had been paid, yet the respondent has not signed the agreement, and now a pre-cancellation notice has been issued.
- xiii. That in several cases, the hon'ble authority has taken strong action against builders for engaging in the unethical practice of accepting the full sale consideration from buyers without executing the builder-buyer agreements. These agreements are crucial legal documents that protect the interests of both the builder and the buyer, outlining the terms, conditions, and obligations of both parties. By failing to provide these agreements, the builders leave buyers in a vulnerable position, with no formal recourse to address any disputes or issues that may arise.
- xiv. That this practice not only violates legal norms but also leads to considerable financial and emotional distress for the complainants, who find themselves in a situation where they have paid the entire amount but have no legal protection or assurance of the property's transfer. The continued prevalence of such unethical practices results in substantial



losses for buyers, undermining their trust in the real estate sector. Given the widespread nature of this issue, it has led to the imposition of penalties on builders by the Hon'ble authority, as they are held accountable for their failure to fulfill their contractual obligations and for causing harm to the consumers.

- xv. There is no parity in the remedies available to the complainants and the respondent showing biased and unfair trade practices of the respondent.
- xvi. The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the unit being offered to him.
- xvii. There is no second thought to the fact that the complainant has paid the total payment of Rs. 1,26,62,139/-.

C. Relief sought by the complainant:

4. In view of the facts mentioned above, the complainant prays for the following relief:
 - i. Direct the respondent to execute builder buyer agreement.
 - ii. Direct the respondent to handover physical possession of commercial unit.
 - iii. Restrain the respondent from various unjustified and illegal charges and refund of already paid amount on account of FTTH and labor cess.
 - iv. Restrain the respondent from charging holding charges and maintenance charges.

D. Reply by the respondent.

5. The respondent has contested the complaint on the following grounds.
 - i. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the complainant has defaulted in making due payments and is



- creating unnecessary issues in order to unjustly enrich himself by defaming the respondent herein.
- ii. It is submitted that the complaint cannot be filed without a duly sworn affidavit of the complainant. Therefore, the present complaint is liable to be dismissed at the threshold for non-compliance with mandatory procedural requirements and deserves to be dismissed in limine as being not maintainable before this Hon'ble Authority.
- iii. At the very outset, the respondent wants to bring to the kind knowledge of this Hon'ble Regulatory Authority that the complainant has not approached this Hon'ble Regulatory Authority with clean hands and guilty of suppression of material facts absolutely relevant for just and proper adjudication of this complaint.
- iv. The occupation certificate for M3M Loft 74, an integral block/constituent/segment of the project M3M Corner Walk being developed by the respondent in Sector 74, Gurugram was granted by the Competent Authorities on 15.01.2024. The complainant after conducting market research and after assessing the state of development showed interest in booking of a serviced apartment in the project "M3M Loft 74", a part of M3M Corner walk being developed in a planned and phased manner by Respondent No.1 company vide application form and paid an amount of Rs. 1,00,000/- towards part booking amount on 29.02.2024. It is submitted that the complainant on his own free will and understanding and after having read and understood all the terms of the application form, duly signed the application form.
- v. Thus, ab initio it was the understanding between the parties that the service apartment was to be leased out to an operator and the complainant had given consent to the respondent company to find a

suitable tenant and lease out to the same, negotiate the rental amount and do all other acts stipulated in thereinunder.

- vi. That in due consideration of the commitments by the complaint to comply with the terms of the booking and make timely payments of demands, respondent allotted ready to move in service apartment bearing no. SA 15 01 on 15th Floor, in "M3M Loft 74" admeasuring 478 sq. ft. carpet area for a total consideration of Rs. 1,27,10,173/- plus other charges vide allotment letter dated 12.03.2024. The copy of buyer's agreement was collected by the complainant for due execution at his end from the office of the respondent company.
- vii. That thereafter, as per the payment plan opted by the complainant, the respondent company raised the demand vide letter dated 12.03.2024 due within 15 days of booking for an amount of Rs.11,71,017/- post adjustment of amount of Rs.1,00,000/- already paid by the complainant and requested him to deposit the same on or before 27.03.2024.
- viii. The respondent company as per the payment plan opted by the complainant issued second demand due within 30 days of booking vide letter dated 13.03.2024 for an amount of Rs. 1,26,10,173/- which included previous outstanding dues to the tune of Rs. 11,71,017/- and requested the complainant to clear the same to the tune of Rs. 11,71,017/- immediately and Rs. 1,14,39,156/- on or before 11.04.2024.
- ix. That the respondent company again vide cover letter dated 15.03.2024 dispatched triplicate copies of the buyers' agreement for due execution at the complainant's end. However, the complainant for the reasons best known to himself never sent the duly signed agreement along-with the requisite documents and did not come forward for the registration of the same.



- x.The respondent company vide letter dated 15.03.2024 offered possession of the unit to the complainant and requested the complainant to remit the outstanding amount towards the remaining basic sale price, taxes, cess, stamp duty charges etc, on or before 11.04.2024. The said offer of possession was also sent to the complainant vide email dated 18.03.2024.
- xi.It is relevant to mention here that the complainant had earlier expressed his interest to book ready to move in units in one of the projects of associate company M/s. M3M India Pvt. Ltd. wherein the construction has been completed and occupation certificate has already been granted by the competent authority and had submitted expression of interest for the same. Thereafter, the associate company post discussions with the complainant as per his request had given him an option of selecting ready to move in units or a unit in one of its project/ projects of associate company where occupation certificate was about to be applied and the project was at the stage of final completion. Accordingly, the associate company issued an acknowledgement letter. The associate company constantly followed up with the complainant to come forward and select the unit and complete the booking formalities, but to no avail.
- xii.That thereafter, the complainant approached the associate company and requested to cancel the expression of interest and transfer the amount paid to the respondent company post deducting the amount paid as rebate towards the unit in question i.e. SA 15 01 on 15th Floor, in "M3M Loft 74". The associate company M/s. M3M India Pvt. Ltd, upon enquiry with the respondent company herein acceded to the request of the complainant and vide email dated 16.03.2024 requested the complainant to provide necessary documents so as to facilitate the transfer of funds and cancellation of expression of interest.



- xiii. The complainant then visited the office of respondent company and informed the respondent company that pursuant to the request of the complainant, the associate company had cancelled the expression of interest and agreed to transfer an amount of Rs.87,04,912/- towards the unit in question i.e. SA 15 01 on 15th Floor, in "M3M Loft 74". The complainant had requested that the afore-said amount of Rs. 87,04,912/- be adjusted towards the unit in question and had also submitted a request in writing qua the same letter. The officials of respondent company had requested and sent a reminder to the complainant to return the duly executed copy of the buyer's agreement and come forward for getting the same registered, but to no avail.
- xiv. The respondent company being a customer-oriented company facilitated the transfer of funds of Rs. 87,04,912/- towards the present unit. It is submitted that the respondent company has acted as per the request of the complainant.
- xv. In the interregnum, the respondent company, upon receiving the request from the complainant banked the cheque for an amount of Rs. 11,71,017/- towards the unit in question.
- xvi. The respondent company as a one-time goodwill gesture gave the complainant a rebate of Rs. 10,00,000/- on 31.03.2024. The respondent company being a customer-oriented company issued a credit note to the tune of Rs. 3,78,885/- on 31.03.2024. The complainant in lieu of the demand for notice for offer of possession paid an amount of Rs. 11,84,012/- on 31.03.2024, which was duly acknowledged by the respondent company.
- xvii. The respondent company due to inadvertently error issued a reminder-cum-demand letter dated 18.04.2024 and pre-cancellation notice dated 25.04.2024 to the complainant, requesting the clearance of certain



outstanding dues. This communication was sent on account of an inadvertent error and the complainant was informed about the same and accordingly, the aforesaid notices dated 18.04.2024 and 25.04.2024 were withdrawn by the respondent company.

xviii. The respondent company vide email dated 18.04.2024 requested the complainant to return the executed copy of the buyer's agreement and get the same registered, but to no avail.

xix. That the respondent company, vide email dated 27.07.2024, again requested the complainant to return the buyers agreement that had been previously sent to him for execution at his end. Despite this request, the complainant did not proceed with executing the buyer's agreement nor did he return the duly executed copy to the respondent company.

xx. The respondent company issued reminder letters dated 13.11.2024 and 30.12.2024 to the complainant and requested him to come forward and return the duly executed copy of the buyer's agreement and get the same registered on or prior to expiry of 10 days from the receipt of this letter. Despite repeated requests and reminders, the complainant failed to comply with the said requests.

xxi. That the complainant till date had deposited an amount of Rs. 1,12,83,254/- towards the unit in question and is still liable to pay Rs. 48,034/- towards his outstanding dues. Further, the complainant is liable to pay delayed interest and maintenance charges as per clause 89 and 93 of the application form respectively. Thus, the complainant is in default of his contractual obligations.

xxii. It is submitted that the complainant failed to make the complete payment of the outstanding dues as per the terms of the application form/allotment along with interest and further has also not come forward to execute the buyer's agreement and get the same registered.



- xxiii. That ab initio it was the understanding between the parties that the service apartment was for leasing out to an operator as it is clear from the terms of the application form/allotment. The complainant had given consent to the respondent company to find a suitable tenant and lease out to the same, negotiate the rental amount and do all other acts stipulated in thereunder. Thus, the complainant can only seek symbolic/constructive possession of the service apartment.
- xxiv. Thus, it is evident that the said unit in question was not for self-occupation but meant for the purpose of leasing to third parties as per the terms of the Application Form/Allotment. Thus, the respondent company has already initiated talks regarding leasing out the present unit along with other units to the brand 'Atmosphere Living' and had intimated the same to the complainant vide email dated 30.01.2025. Thus, the respondent company is in the process of leasing out the unit along with other units. That on behalf of the allottees, the respondent company and its leasing team are negotiating the terms of the lease, with the prospective lessee to get them the best possible deal in the market.
- xxv. That the complainant has wilfully agreed and consented to the terms and conditions of the application form and allotment letter and not at this belated stage is seeking reliefs which he is not entitled to.
- xxvi. That the application form was duly signed by the complainant and as such the complainant is bound by the terms and conditions mentioned in the application form. The said form was duly signed by the complainant after properly understanding each and every clause contained in the application form. The complainant was neither forced nor influenced by the respondent company to sign the said application form. It was the complainant who after understanding the clauses had signed the said application form in his complete senses and free will. The complainant is



bound by the terms and conditions as mentioned in the application form and allotment letter, which the complainant had breached. Therefore, the complainant is not entitled to any relief whatsoever.

xxvii. It is submitted that the complainant is trying to create confusion between two separate transactions. First pertains to the expression of interest submitted towards booking of multiple units in OC received project of the Associate Company M/s. M3M India Pvt. Ltd. Thereafter, the associate company post discussions with the complainant, as per his request had given him an option of selecting ready to move in units or a unit in one of its project/ projects of associate company where occupation certificate was about to be applied and the project was at the stage of final completion. Further, it is relevant to mention here that all the payments were made by the complainant on his own free will and volition. Second transaction pertains to the complainant applying for booking of a service apartment in the project "M3M Loft 74", a part of M3M Corner walk being developed by the respondent company in a planned and phased manner in Sector 74 Gurugram.

xxviii. That the complainant has defaulted in making payment on time contrary to the agreed terms. It is submitted that various reminders were issued to and follow ups were made with the complainant for complying with his obligations under the application form/allotment to make further payments. Even after repeated demands complainant was not ready to come forward and comply with his obligations to make payments. Hence, complainant is not entitled to get any reliefs from the Hon'ble Authority.

xxix. The respondent company post receipt of occupation certificated vide letter dated 15.03.2024 offered possession of the unit in question and requested him to remit the outstanding amount towards the remaining basic sale price, taxes, cess, stamp duty charges etc on or before





11.04.2024. Thus, the complainant is liable to pay delayed interest on the due amounts and is liable to pay holding charges and maintenance charged as per clause 89 and 93 of the application form/allotment respectively. The respondent company has complied with all its contractual obligations. The complainant being a defaulter is not entitled to get any relief from this Hon'ble Regulatory Authority.

xxx.the complainant had collected the copy of the buyer's agreement from the office of the respondent company for due execution of the same. The respondent company again vide cover letter dated 15.03.2024 dispatched triplicate copies of the buyers' agreement for due execution at the complainant's end. However, the complainant for the reasons best known to himself never sent the duly signed agreement along-with the requisite documents and did not come forward for the registration of the same. The respondent company vide email dated 18.04.2024 and 27.07.2024 requested the complainant to return the executed copy of the buyer's agreement and get the same registered, but to no avail. Thus, despite constant requests and repeated follows ups the complainant failed to execute the buyer's agreement and thus, the complainant is in default of his contractual obligations.

xxxi.It is stated that the dispute and differences, if any, between the parties involves various questions of facts and law. The issues raised by the complainant cannot be addressed before this Hon'ble Regulatory Authority and the subject matter cannot be adjudicated without delving into the complete facts of the case and requires elaborate evidence to be led with and hence the present matter cannot be adjudicated upon under the summary jurisdiction of this Hon'ble Regulatory Authority. the complaint is thus liable to be dismissed on this ground alone.

xxxii. In view of aforementioned facts and submissions made, it is submitted that the captioned complaint is frivolous, vague and vexatious in nature. The captioned complaint has been made to injure and damage the interest and reputation of the respondent company and that of the project. Therefore, the instant complaint is liable to be dismissed in limine.

6. 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.

E. Jurisdiction of the authority

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

8. 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

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made



thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by complainant:

F.I Direct the respondent to execute builder buyer agreement.

11. In the present complaint, the complainant was allotted a unit bearing no. SA 15 01, 15th floor admeasuring 975.65 sq. ft. vide allotment letter dated 12.03.2024. The complainant in this present complaint seeks the direction to execute the builder buyer agreement. However, on 20.11.2025 the respondent filed an application for placing on record facts and the respondent place on record the copy of builder buyer agreement executed between the complainant and the respondent on 10.06.2025. Therefore, no direction with regard to the above-mentioned relief as the builder buyer agreement has already been executed between the parties during the pendency of the complaint.

F.II Direct the respondent to handover physical possession of the commercial unit.

12. In the present complaint, the complainant intends to continue with the project and are seeking physical possession of the subject unit as provided under the provisions of section 18(1) of the Act which reads as under:



"Section 18: - Return of amount and compensation

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

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

(Emphasis Supplied)

13. Clause 1.13 and 1.15 of buyer's agreement dated 10.06.2025 provides that the said unit is for leasing purposes and is reproduced below:

1.13 The Allottee has specifically opted to purchase the Unit from the Developer on the assurance from the Developer to facilitate the lease of the Unit to brand's, **The Developer, shall facilitate the Lease of the Unit at its sole discretion on the terms and conditions as the Developer may deem fit and appropriate including but not limited to brand, tenure, rent etc. and the same shall be unconditionally accepted by the Allottee.** The Allottee is aware, acknowledges and understand that the Developer has to invest considerable amount of resources and efforts in finding the suitable tenant for the Unit of the Allottee, therefore, the Allottee shall at all times comply with all terms and conditions as agreed upon by the Developer with the prospective tenant/lessee/brand and shall sign and execute all such documents as and when required by the Developer for letting out/ leasing the Unit. The Allottee hereby grant its/their absolute, irrevocable and unconditional consent permission/ authorization in favour of the Developer (either Developer itself or through its nominees/assigns) including executing general power of attorney/special power of attorney to put the said Unit, upon receipt of occupation certificate/part occupation certificate, individually or in combination with other adjoining units, on lease or any other arrangements) with a suitable third party(ies)/intending lessee(s), as may be decided and approved solely by the Developer and for a purpose solely decided by the Developer or its nominee/assigns/lease management & facilitation entity (Lease"), for and on behalf of the Allottee, (i) for finalization of terms of the lease such as, lease rent, lease term, security deposit and all other such terms as shall be embodied in the lease deed or any other documents so required for the purposes of lease and (i for execution and registration of the lease deed or any other related documents for Lease/leave and license/any other arrangement or agreement of the said Unit as may be required by law. The Allottee acknowledges the general risks involved in granting the said Unit a Lease or other



arrangements) to third party(ies) and has undertaken to bear the said risks and the associated costs etc. exclusively without any liability, responsibility and accountability whatsoever on the part of the Developer (including as nominees assigns)

1.15 The Allottee further agrees and confirms that:

The Allottee shall execute all documents such as lease deed, leave agreement, leave and license agreement etc., at and when desired necessary and required by the Developer (its nominees assign in this connection and as per Applicable Law(s)

.....
(vi) The Allottee shall not demand or claim physical possession of the Unit till it is on Lease or other arrangements as agreed to hereinabove and shall remain bound by the leaving or other arrangement as entered into by the Developer (its nominees assign in as much as the Allotter has have consented to the same. The Developer (its nominees assigns) shall not be responsible for any damage caused by an intending lessor third parties to the Units).

14. In the view of above-mentioned clauses, the unit allotted to the complainant is for leasing purposes and is entitled only to symbolic or constructive possession.
15. The respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties.

F.III Restrain the respondent from charging various unjustified and illegal charges and refund already paid amount on account of FTTH and labour cess.

16. **Labour Cess:** The Labour cess is levied @ 1% on the cost of construction incurred by an employer as per the provisions of sections 3(1) and 3(3) of the Building and Other Construction Workers' Welfare Cess Act, 1996 read with Notification No. S.O 2899 dated 26.9.1996. It is levied and collected on the cost of construction incurred by employers including contractors under specific conditions. Moreover, this issue has already been dealt with by the authority in complaint bearing no. 962 of 2019 titled "*Mr. Sumit Kumar Gupta and Anr. Vs Sepset Properties Private Limited*" wherein it was held that since labour cess is to be paid by the



respondent, as such no labour cess should be separately charged by the respondent. The authority is of the view that the allottee is neither an employer nor a contractor and labour cess is not a tax but a fee. Thus, the demand of labour cess raised upon the complainants is completely arbitrary and the complainants cannot be made liable to pay any labour cess to the respondent and it is the respondent builder who is solely responsible for the disbursement of said amount.

17. **FTTH:** The complainant neither place on records any document regarding that nor mention any fact regarding above mentioned relief. Hence, the authority has not raised any finding w.r.t. to the above-mentioned relief.

F.IV Restrain the respondent from charging holding charges and maintenance charges.

18. **Holding Charges:** As far as holding charges are concerned, the developer having received the sale consideration has nothing to lose by holding possession of the allotted flat except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed.
19. Moreover, the respondent is not entitled to claim holding charges from the complainants/allottees at any point of time even after being part of the buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3899/2020 decided on 14.12.2020 (supra).
20. **Maintenance Charges:** The complainant neither place on records any document regarding that nor mention any fact regarding above



mentioned relief. Hence, the authority has not raised any finding w.r.t. to the above-mentioned relief.

G. Directions of the Authority

21. 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 promoter as per the function entrusted to the authority under section 34(f):
 - i. The respondent is directed to execute the registered conveyance deed in favour of the complainant within 3 months from the date of obtaining the occupation certificate subject to stamp duty and registration charges, if applicable.
 - ii. The respondent shall not charge anything from the complainant which is not the part of the agreement of sale.
22. Complaint as well as applications, if any, stands disposed off accordingly.
23. File be consigned to registry.

Dated: 19.02.2026

HARERA
GURUGRAM



(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram